Islamorada, Village of Islands

REGULAR & LAND USE VILLAGE COUNCIL MEETING

September 8, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

Virtual participation is available to the public. Please see the last page of the agenda for participation details.

AGENDA

I. CALL TO ORDER / ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. AGENDA: Requests for Deletion / Emergency Additions

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

- **A.** Introduction of Sgt. Darnell Durham & Sgt. Willie Guerra by Captain Lissette Quintero
- **B.** Everglades Restoration Update - Dr. Steve Davis of The Everglades Foundation
- **C.** Proclamation of September 14–20, 2026, as Diaper Need Awareness Week
- **D.** FKAA Transmission Main Replacement Update

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

- **A.** Affordable Housing Fact Sheet Discussion - WAHC **TAB 1**
- **B.** Parks & Recreation Citizens' Advisory Committee Report - Chair Carolyn Wightman

VI. MAYOR / COUNCIL COMMUNICATIONS

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

VIII. PUBLIC COMMENT

This is general public comment. It provides an opportunity for the public to speak about matters that are pertinent to the Village but not scheduled elsewhere on the agenda. The mayor opens public comment on agenda items throughout the meeting.)

IX. CONSENT AGENDA

- **A.** Approval of Meeting Minutes: **TAB 2**
  Budget Workshops held August 4 & 5, 2026
  Regular & Land Use Village Council Meeting held August 20, 2026

B. Approval of Mutual Aid Agreement with Key Largo Fire District for Fire Protection and Rescue Services **TAB 3** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND KEY LARGO FIRE DISTRICT TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

C. Approval of Mutual Aid Agreement with City of Marathon for Fire Protection and Rescue Services **TAB 4** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE CITY OF MARATHON TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Approving Second Budget Amendment for FY 2025-2026 **TAB 5** (Hatti Jenkins, Finance Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2025-2026; AND PROVIDING AN EFFECTIVE DATE

B. Resolution Approving Renewal of Property, Casualty and Worker's Compensation Policies and Coverage and Pollution Liability **TAB 6** Hatti Jenkins, Finance Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE RENEWAL OF PROPERTY, CASUALTY AND WORKER'S COMPENSATION POLICIES AND COVERAGE AND POLLUTION LIABILITY FROM WORLD RISK MANAGEMENT THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA EFFECTIVE OCTOBER 1, 2026; AUTHORIZING PAYMENT OF THE ASSOCIATED RENEWAL PREMIUMS FOR FISCAL YEAR 2026-2027; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE REQUIRED DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving Revisions to Village Personnel Policy Manual **TAB 7** Jamie Terry, Human Resources Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution Approving the Rankings and Vendor Selection for RFP 26-09 - Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20 **TAB 8** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-09 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

E. Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services **TAB 9** (Ron Saunders, Village Manager)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

F. Resolution Approving State Funding Grant Agreement with FDOT for Design and Permitting of a Living Shoreline/Breakwater at Sea Oats Beach **TAB 10** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN OF THE ISLAMORADA – US HIGHWAY 1 BREAKWATER PROJECT AT SEA OATS BEACH - FM 458469-1-34-01; APPROVING THE STATE FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF

TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT OF UP TO $300,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

G. Resolution Approving an Agreement with RES for Environmental Permitting for the Sea Oats Beach Restoration Project **TAB 11** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH RES FLORIDA CONSULTING, LLC FOR ENVIRONMENTAL PERMITTING SERVICES ASSOCIATED WITH THE SEA OATS BEACH RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO 2; AND PROVIDING FOR AN EFFECTIVE DATE

H. Resolution Approving an Agreement with WSP USA Inc. for Construction Engineering Inspection & Administration for the Canal 145 Restoration Project **TAB 12** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH WSP USA, INC. FOR CANAL 145 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 3; AND PROVIDING FOR AN EFFECTIVE DATE

I. Resolution Approving Updated Flat Monthly Fee Retainer Agreement for Village Attorney Services **TAB 13** John Quick, Interim Village Attorney

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE UPDATED RETAINER AGREEMENT FOR VILLAGE ATTORNEY LEGAL SERVICES BETWEEN WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO

EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

J. Resolution Amending Resolution No. 26-08-75 to Increase the Not-to-Exceed Amount for RFP 26-07 to $100,000 **TAB 14** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 26-08-75 TO INCREASE THE AUTHORIZED NOT-TO-EXCEED AMOUNT FOR RFP 26-07, COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH, FROM $90,000.00 TO $100,000.00; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY NECESSARY AMENDMENT OR RELATED DOCUMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

XII. ORDINANCES

A. Ordinance Amending Village Code Concerning Environmental Restoration Standards and Agreements - **First Reading TAB 15** Ron Saunders, Village Manager

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO ENVIRONMENTAL RESTORATION STANDARDS AND AGREEMENTS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE.

XIII. QUASI-JUDICIAL

A. Administrative Relief for 313 Woods Ave **TAB 16** Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY NATIVE CONSTRUCTION CONTRACTING LLC, AGENT FOR OWNER, ROBERT R. AND SARAH W. RODRIGUEZ, FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 313 WOODS AVE, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Ordinance Amending Future Land Use Map for 80839 Old Hwy **Second Reading TAB 17** Daniel Parobok, Assistant Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF JAMES S LUPINO, ESQ, AGENT FOR ROBERT E. MAU FLORIDA RESIDENCE TRUST 05/01/2017 AND KATHY G. MAU FLORIDA RESIDENCE TRUST 05/01/2017 TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL HIGH (RH) TO RESIDENTIAL MEDIUM (RM) FOR THE SUBJECT PROPERTIES, ON OLD HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00096240-000000 AND 00096240-000100 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

C. Ordinance Amending Official Zoning Map for 80839 Old Hwy **Second Reading TAB 18** Daniel Parobok, Assistant Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF JAMES S LUPINO, ESQ, AGENT FOR ROBERT E. MAU FLORIDA RESIDENCE TRUST 05/01/2017 AND KATHY G. MAU FLORIDA RESIDENCE TRUST 05/01/2017 TO AMEND THE OFFICIAL ZONING MAP FROM MULTIFAMILY (MF) TO SETTLERS RESIDENTIAL (SR) FOR THE SUBJECT PROPERTIES, ON OLD HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00096240-000000 AND 00096240-000100 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

XIV. MOTIONS

XV. ADJOURNMENT

XVI. STATUS UPDATE (FORMERLY AFTER ACTION REPORT)

A. September 2026

Insert the full title paragraph of your resolution in this field — when you cut and paste, you MUST clear the formatting.

Options for Viewing the Village Council Meeting:

The public is encouraged to watch the meeting on Monroe County's MCTV Comcast Channel 77. Alternatively, the public may view the meeting streamed live on the Village website from their personal computer, tablet or phone via the following link: https://www.islamorada.fl.us/departments/communications/live_village_broadcast_meeting.php

Public Participation through Public Comment:
The public may provide public comment on items of a general nature or items specific to the agenda. Below are the guidelines for submitting public comments:

Option 1: Email your comments.
1. Public comment should be submitted via email to: public.comment@islamorada.fl.us
2. The email should contain "Public Comment" in the subject line.
3. The name and address of the submitter shall be included in the email.
4. Public comment should be submitted by 9 a.m. the day before the meeting. Public comment will be sent to the Village Councilmembers for consideration prior to the meeting. Public comments will not be read during the meeting.

Option 2: Call in During the Meeting.
1. If phoning in, dial 305-224-1968 and enter the webinar **ID: 911 0656 4166** followed by #. When the Mayor opens public comment pertaining to the agenda item you are interested in dial ***9** to be recognized by the Zoom meeting monitor. The Monitor will call you by the last four digits of your phone number. Please be sure to unmute your phone when you are called upon.

2. If watching online via Zoom: Open the Zoom webinar link https://zoom.us/j/91106564166 and follow the prompts to join the webinar. When the Mayor opens public comment use the "raise your hand" feature to be recognized by the meeting monitor. Public comments will be heard in the order in which they are received.

ADA Assistance:
These meetings are open to the public. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the ADA Coordinator at (305) 664-6448 or by email at ADA@islamorada.fl.us at least 48 hours before the scheduled meeting.

The Honorable **Mayor Don Horton:**

Official Statement

WHEREAS, diapers and other basic necessities are essential to keeping babies and young children clean, dry, healthy, and able to participate in childcare and early-learning settings; and

WHEREAS, the National Diaper Bank Network's NDBN Diaper Check 2026 found that 40% of U.S. households with children under four in diapers experience diaper insecurity, including 62% of low-income households; and

WHEREAS, diaper insecurity affects family economic stability: caregivers who reported missing work because they lacked diapers needed for childcare missed an average of 5.3 workdays in the prior 30 days, and families experiencing diaper insecurity reported sacrificing other necessities, including food and housing payments, to afford diapers; and

WHEREAS, In Monroe County alone, an estimated 1 in 4 children under age three experience diaper insecurity.

WHEREAS, Miami Diaper Bank**,** a member of the National Diaper Bank Network supports The Florida Keys Healthy Start Coalition that helps fill a critical gap in human services for vulnerable children and families;

WHEREAS, National Diaper Need Awareness Week, established by the National Diaper Bank Network and observed September 14-20, 2026, provides an opportunity for residents, businesses, civic organizations, and public officials to learn about diaper insecurity and take practical action through advocacy, diaper drives, donations, volunteer service, referrals, and community partnerships; and

WHEREAS, **<<City>>** is proud to be home to trusted community-based organizations including The Florida Keys Healthy Start Coalition, that recognize the importance of diapers in ensuring health and providing economic stability for families and thus distribute diapers to families through various channels; and

WHEREAS, through our important work of addressing diaper need, The Florida Keys Healthy Start Coalition & diaper banks play a critical role in supporting families, improving infant health and wellbeing, and advancing our local and state economic growth; now

THEREFORE, I, Don Horton, Mayor of Islamorada Village of Islands do hereby proclaim September 14-20, 2026, as

"National Diaper Need Awareness Week".

Islamorada Village of Islands thanks the aforementioned Florida Keys Healthy Start Coalition, their staff, partners, volunteers and donors, for their courageous service and encourage residents, businesses, nonprofit organizations, health and social-service providers, and public agencies of Islamorada Village of Islands to donate generously to The Florida Keys Healthy Start Coalition, host diaper drives, and support those organizations that collect and distribute diapers to families struggling with diaper needs, so that all of Islamorada Village of Islands children and families can thrive and reach their full potential with health, dignity, and economic stability.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of Islamorada Village of Islands to be affixed this 8th day of September, 2026.

_____

Don Horton, Mayor

Council Communication

To: Mayor and Village Council
From:
Date: September 8, 2026
SUBJECT: **FKAA Transmission Main Replacement Update**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: September 8, 2026
SUBJECT: **Affordable Housing Fact Sheet Discussion - WAHC TAB 1**

Background:
The Village uses a simple Affordable Housing Fact Sheet. The Fact sheet is attached. We receive the numbers from HUD every year and update the Fact Sheet. Our Fact Sheet does not distinguish between single people, married couples, domestic partners and families. It relies solely on family size without change income limits. The County uses different fact sheets for married/domestic partnerships and families.

Analysis:
A member of the Workforce Affordable Housing Committee asked the Committee to consider making a recommendation to Council that Islamorada adopt fact sheets similar to the County. The Committee reviewed this at a couple of their meetings and ultimately decided to recommend that the Village Council authorize staff to adopt the fact sheets in your package.

Budget Impact:
None

Staff Impact:
None

Recommendation:

Attachments:
1. Affordable Housing Factsheet 2026_1
2. DRAFT_-_Village_of_Islamorada_AH_Fact_Sheet__Owner__2026_1
3. DRAFT_-_Village_of_Islamorada_AH_Fact_Sheet__Rental__2026

ISLAMORADA, VILLAGE OF ISLANDS
PLANNING AND DEVELOPMENT SERVICES DEPARTMENT
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

2026 AFFORDABLE HOUSING FACT SHEET

Updated May 1, 2026

	Date of Recording of Affordable Housing Deed Restriction	
	Prior to January 1, 2007	**After January 1, 2007**
Deed Restriction Length	20 Years	Perpetuity
Maximum Sales Price		
Efficiency and 1 Bedroom	N/A	$ 486,000
2 Bedrooms	N/A	$ 550,800
3+ Bedrooms	N/A	$ 615,600
Maximum Size	1,500 square feet*	1,500 square feet
Maximum Monthly Payments		
Mortgage (including Principal, Interest, Taxes, and Insurance [PITI] & not including utilities)	$3,888	N/A
Rent (not including utilities)	$3,888	Moderate: $3,240 Low: 2,592 Very Low: $1,620

* Existing units permitted larger than 1,500 square feet may continue but may not be enlarged.

INCOME LIMITS **Household Size**	**Very Low** **50%**	**Low** **80%**	**Moderate** **140%**
1 Person	$50,200	$80,300	$140,560
2 Person	$57,300	$91,700	$160,440
3 Person	$64,500	$103,200	$180,600
4 Person	$71,650	$114,650	$200,620
5 Person	$77,350	$123,850	$216,580
6 Person	$83,100	$133,000	$232,680
7 Person	$88,850	$142,200	$248,780
8 Person	$94,600	$151,350	$264,880

***Based on annual median household income for Monroe County $129,600*

Maximum Sales Price

Maximum sales price is based on the following formulas:

Efficiency and 1 bedroom unit:	3.75 times the annual median household income for Monroe County
2 bedroom unit:	4.25 times the annual median household income for Monroe County
3 or more bedroom unit:	4.75 times the annual median household income for Monroe County

Maximum Monthly Rent and Mortgage Payment

Maximum monthly rent (not including utilities) is based on the following formula:

- Unit with deed restriction recorded prior to January 1, 2007: Not to exceed 30 percent of that amount which represents 120 percent of the monthly median household income for Monroe County
- Unit with deed restriction recorded after January 1, 2007: Not to exceed 30 percent of that amount which represents 100 percent of the monthly median household income for Monroe County

Maximum monthly mortgage payment (including taxes and insurance, but not including utilities) is based on the following formula:

- Unit with deed restriction recorded prior to January 1, 2007: Not to exceed 30 percent of that amount which represents 120 percent of the monthly median household income for Monroe County

Income Limits

Income Limits are based on the following formula:

- Total adjusted gross income of one or more naturalized persons or a family, which does not exceed 50% for very low income persons, 80% for low income persons and 140% for moderate income persons of the median annual adjusted gross household income for households within Monroe County.

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2026 AFFORDABLE HOUSING FACT SHEET

Owner Occupied Affordable Housing Units

2026 Qualifying Income Limits
Updated May 1, 2026

Income Limits for Single Persons				
Household Size	Very Low 50%	Low 80%	Median 100%	Moderate 140%
1 Person	$50,200	$80,300	$100,400	$140,560
2 Persons	$57,300	$91,700	$114,600	$160,440
3 Persons	$64,500	$103,200	$129,000	$180,600
4 Persons	$71,650	$114,650	$143,300	$200,620
5 Persons	$77,350	$123,850	$154,700	$216,580
6 Persons	$83,100	$133,000	$166,200	$232,680
7 Persons	$88,850	$142,200	$177,700	$248,780
8 Persons	$94,600	$151,350	$189,200	$264,880

Income Limits for Married or Domestic Partners				
Household Size	Very Low 50%	Low 80%	Median 100%	Moderate 140%
2 Persons	$76,400	$122,267	$152,800	$213,920
3 Persons	$86,000	$137,600	$172,000	$240,800
4 Persons	$95,530	$152,867	$191,067	$267,490
5 Persons	$103,130	$165,133	$206,267	$288,770
6 Persons	$110,800	$177,333	$221,600	$310,240
7 Persons	$118,470	$189,600	$236,933	$331,710
8 Persons	$126,130	$201,800	$252,267	$353,170

Maximum Sales Price			
Unit Size	County Median Income	Ratio	Maximum Sales Price
Efficiency & 1 Bedroom	$129,600	3.75	$486,000
2 Bedroom	$129,600	4.25	$550,800
≥ 3 Bedroom	$129,600	4.75	$615,600

Maximum monthly mortgage payment (including taxes and insurance, but not including utilities) is based on the following formula:

-Unit with deed restriction recorded prior to January 1, 2007: Not to exceed 30 percent of that amount which represents 120 percent of the monthly median household income for Monroe County

Income Limits Income Limits are based on the following formula:

- Total adjusted gross income of one or more naturalized persons or a family, which does not exceed 50% for very low income persons, 80% for low income persons, 140% for moderate income persons of the median annual adjusted gross household income for households within Monroe County.

DRAFT – For Discussion Purposes Only

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86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

2026 AFFORDABLE HOUSING FACT SHEET

Rental Affordable Housing Units

Monroe County 2026 Qualifying Income Limits

Updated May 1, 2026

Income Limits for Single Persons			
Household Size	Very Low 50%	Low 80%	Moderate 140%
1 Person	$50,200	$80,300	$140,560
2 Persons	$57,300	$91,700	$160,440
3 Persons	$64,500	$103,200	$180,600
4 Persons	$71,650	$114,650	$200,620
5 Persons	$77,350	$123,850	$216,580
6 Persons	$83,100	$133,000	$232,680
7 Persons	$88,850	$142,200	$248,780
8 Persons	$94,600	$151,350	$264,880

Income Limits for Married or Domestic Partners			
Household Size	Very Low 50%	Low 80%	Moderate 140%
2 Persons	$76,400	$122,267	$213,920
3 Persons	$86,000	$137,600	$240,800
4 Persons	$95,530	$152,867	$267,490
5 Persons	$103,130	$165,133	$288,770
6 Persons	$110,800	$177,333	$310,240
7 Persons	$118,470	$189,600	$331,710
8 Persons	$126,130	$201,800	$353,170

Maximum Monthly Rental Rates			
Unit Size	Very Low 50%	Low 80%	Moderate 140%
Efficiency	$1,255	$2,008	$3,514
1 Bedroom	$1,433	$2,293	$4,011
2 Bedrooms	$1,613	$2,580	$4,515
3 Bedrooms	$1,791	$2,866	$5,016
4+ Bedrooms	$1,934	$3,096	$5,414

Maximum monthly rent (not including utilities) is based on the following formula:

- Unit with deed restriction recorded prior to January 1, 2007: Not to exceed 30 percent of that amount which represents 120 percent of the monthly median household income for Monroe County

- Unit with deed restriction recorded after January 1, 2007: Not to exceed 30 percent of that amount which represents 100 percent of the monthly median household income for Monroe County

Income Limits

Income Limits are based on the following formula:

- Total adjusted gross income of one or more naturalized persons or a family, which does not exceed 50% for very low income persons, 80% for low income persons, 140% for moderate income persons of the median annual adjusted gross household income for households within Monroe County.

Council Communication

To: Mayor and Village Council
From:
Date: September 8, 2026
SUBJECT: **Parks & Recreation Citizens' Advisory Committee Report - Chair Carolyn Wightman**

Background:

Analysis:

Budget Impact:

Staff Impact:

Recommendation:

Attachments: None

Islamorada, Village of Islands
BUDGET WORKSHOP

August 4, 2026 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 03:00 PM

PRESENT: Mayor Don Horton, Vice Mayor Sharon Mahoney, Council Member Steve Friedman, Council Member Deb Gillis, Council Member Anna Richards

ABSENT:

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

Mayor Horton opened public comment. There were no speakers. Mayor Horton noted that public comment would be reopened following Council discussion to allow for questions or comments related to the budget workshop.

IV. ITEMS FOR DISCUSSION

A. Village Finance Management and Purchasing Framework - **TAB 1**

Village Manager Ron Saunders provided opening remarks and advised that department directors had already reviewed and refined their proposed budgets. He emphasized that the proposed budget represented a starting point for Council discussion and thanked staff for their efforts to reduce expenditures.

Finance Director Hatti Jenkins presented an overview of:

Finance Department staffing.
Governmental accounting procedures.
Village fund structure and fund balances.
Differences between General Fund and Enterprise Funds.
Estimated impacts of various millage rates on taxpayers.

Mayor Horton noted that a tentative millage rate of 2.8000 mills would increase taxes on an

average home by less than $15 per month and stated that Village expenditure growth remained below the Consumer Price Index (CPI).

B. Personnel - **TAB 2**

Human Resources Director Jamie Terry presented personnel budget scenarios, including various Cost of Living Adjustment (COLA) and merit increase options. Key discussion points included:

Proposed personnel costs under several compensation scenarios.
Florida Retirement System contribution increases.
Health insurance costs and employee benefit structures.
Staffing vacancies and funding priorities.
Recruitment and retention challenges.
Potential modifications to benefit plans for future hires.

Council discussed:

Maintaining current employee benefit levels.
Evaluating reduced benefit options for future employees only.
Balancing COLA increases and merit pay.
Salary competitiveness and findings from the compensation study.
Employee retention and workforce stability.

Following discussion, Council reached consensus on the following:

Maintain the current employee health insurance benefit structure.
Explore alternative dependent coverage options and cost-sharing models for future hires.
Proceed with compensation assumptions consistent with the proposed "Scenario 1A" budget framework, including a 2.8% COLA and 3.2% merit pool.

Staff was directed to prepare additional information regarding benefit options for future employees.

C. General Fund - **TAB 3**

- FY 2025-2026 Projection Summary
- FY 2026-2027 Proposed – Summary (Tentative Millage = 2.8000)
- FY 2026-2027 Proposed – Summary (Tentative Millage = 2.7481)
- FY 2026-2027 Proposed – Summary (Tentative Millage = 2.7231)
- FY 2026-2027 Proposed – Summary (Tentative Millage = 2.6500)
- General Fund Revenues
- Village Council
- Village Attorney
- Village Manager
- Village Clerk
- Finance & Administration
- Planning & Development Services
- IT & Communications

- Local Law Enforcement (MCSO)
- Fire Rescue
- Code Compliance
- Public Works
- Parks & Recreation

Finance Director Jenkins reviewed General Fund revenue projections and budget scenarios at multiple millage rates. Discussion included:

Projected contributions to fund balance under various millage options.
State revenue-sharing estimates.
Tourist and local revenue trends.
Half-cent sales tax projections.
Conservative revenue forecasting practices.

Departmental Budget Discussions

Village Attorney

Village Attorney John Quick requested consideration of an increase to the Village Attorney's hourly rate, noting that the rate had not been adjusted in approximately twenty years. After discussion, Council expressed support for increasing the hourly rate from $250 to $275 per hour, effective October 1, 2026.

Village Manager

Mr. Saunders reviewed overall budget reductions and departmental efficiencies, including vacant position management and completed capital projects.

Village Clerk

Clerk McGrath reviewed departmental priorities, including future election costs.

Planning & Development Services

Planning Director Jennifer DeBoisbriand reviewed departmental budget reductions, including:
Elimination of certain professional service costs.
Reduced training expenditures.
Continued discussion regarding an unfunded Senior Planner position.

Information Technology

IT Director Vince Tarves reviewed technology expenditures, security initiatives, software oversight, and opportunities to improve efficiency through artificial intelligence and training resources.

Monroe County Sheriff's Office

It was noted that Council had approved the MCSO law enforcement contract.

Fire Rescue

Fire Chief Terry Abel reviewed Fire Rescue operations, including:
Personnel costs.
Collective bargaining impacts.
Overtime reductions.
Training opportunities.
Cost recovery programs.
Capital and equipment maintenance needs.

Code Compliance

Public Works

Council discussed overtime expenditures, staffing vacancies, vehicle maintenance costs,

facility maintenance, and opportunities for operational efficiencies. Staff was asked to continue evaluating overtime usage and explore vehicle maintenance options through Monroe County facilities.

Parks and Recreation

Parks and Recreation Director Maria Bagiotti presented requests for additional funding for community and cultural events, including:

Beats on the Bay.

SpringFest.

Youth-oriented events.

Cultural programming and activities.

Council discussed event funding needs, facility costs, water usage, School District reimbursement expenses, and public art initiatives related to the Founders Park pool wall.

D. Building Fund - **TAB 4**

E. Solid Waste - **TAB 5**

F. Transportation - **TAB 6**

G. Affordable Housing - **TAB 7**

Planning Director Jennifer DeBoisbriand provided an overview of Affordable Housing activities, including recent Habitat for Humanity projects and grant funding opportunities.

H. Impact Fee - **TAB 8**

Planning Director Jennifer DeBoisbriand reviewed Impact Fee revenues and expenditures and explained how funds are used to support growth-related infrastructure and capital improvements.

I. Capital Projects - **TAB 9**

J. Debt Services - **TAB 10**

K. Plantation Yacht Harbor Marina - **TAB 11**

L. Wastewater - **TAB 12**

M. Stormwater - **TAB 13**

V. COUNCIL DISCUSSION

Mayor Horton reopened public comment. There were no speakers.

Council continued general discussion regarding budget priorities, compensation strategies, operational efficiencies, and maintaining financial stability while preserving service levels.

VI. ADJOURNMENT

There being no further business, the Budget Workshop was adjourned at 5:46 p.m.

Islamorada, Village of Islands
BUDGET WORKSHOP

August 5, 2026 - 3:00 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 3:00 p.m.

PRESENT: Mayor Don Horton, Vice Mayor Sharon Mahoney, Council Member Steve Friedman, Council Member Deb Gillis, Council Member Anna Richards

ABSENT:

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

Mayor Don Horton opened public comment.

Speakers included:
Frank Derfler, representing the Land Acquisition Advisory Committee, asked for funding for appraisals

There being no one else wishing to speak, Mayor Horton closed public comment.

IV. ITEMS FOR DISCUSSION – Items discussed the previous day are struck through

A. ~~Village Finance Management and Purchasing Framework~~ - **TAB 1**

~~B.~~ ~~Personnel - **TAB 2**~~

~~C.~~ ~~General Fund - **TAB 3**~~

- ~~FY 2025-2026 Projection Summary~~
- ~~FY 2026-2027 Proposed – Summary (Tentative Millage = 2.8000)~~
- ~~FY 2026-2027 Proposed – Summary (Tentative Millage = 2.7481)~~
- ~~FY 2026-2027 Proposed – Summary (Tentative Millage = 2.7231)~~

- ~~FY 2026-2027 Proposed – Summary (Tentative Millage = 2.6500)~~
- ~~General Fund Revenues~~
- ~~Village Council~~
- ~~Village Attorney~~
- ~~Village Manager~~
- ~~Village Clerk~~
- ~~Finance & Administration~~
- ~~Planning & Development Services~~
- ~~IT & Communications~~
- ~~Local Law Enforcement (MCSO)~~
- ~~Fire Rescue~~
- ~~Code Compliance~~
- ~~Public Works~~
- ~~Parks & Recreation~~

D. Building Fund - **TAB 4**

Building Official/Deputy Village Manager Sheila Denoncourt presented the Building Fund budget. She advised that recent legislative changes have reduced the Village's ability to charge contractor fees, impacting fund revenues.

Additional discussion included:
The transfer of a Building Department vehicle to the Public Works Department. A request to replace the transferred vehicle.

E. Solid Waste - **TAB 5**

Public Works Director A.J. Engelmeyer presented the Solid Waste Fund budget. Key discussion points included:
A proposed increase of approximately $40 per customer, resulting from a 3.4% CPI-based increase in the Village's solid waste contract.
A proposed transfer of approximately $257,000 from the General Fund to support Solid Waste operations.
Mayor Horton questioned whether the Solid Waste Fund should be fully self-supporting. Finance Director Hatti Jenkins discussed the potential impacts of the proposed property tax ballot measure on fund operations and budgeting.

F. Transportation - **TAB 6**

Public Works Director Engelmeyer presented the Transportation Fund budget.

He explained that the fund supports:
Freebee transportation services.
Public transit enhancement programs.
Roadway-related transportation initiatives.

~~**G.** Affordable Housing - **TAB 7**~~
~~**H.** Impact Fee - **TAB 8**~~

I. Capital Projects - **TAB 9**

Environmental Resources Manager Peter Frezza presented the Capital Projects budget and provided an overview of current and proposed capital projects, including grant applications submitted by the Village.

Arts and Cultural Projects
Arts and Cultural Coordinator Emily Rother discussed the Village's participation in the Florida Keys Sculpture Trail and requested funding for sculpture installation costs.
Council discussed, and the consensus was to defer funding for the project during the current fiscal year.

Capital Improvement Requests
Additional project discussions included:
Plantation Hammock Preserve improvements.
Green Turtle Hammock Preserve improvements, including an $87,000 funding request.

Information Technology initiatives presented by IT Director Vince Tarves, including: Artificial Intelligence implementation efforts.
Server replacement and technology upgrades.

Fire Rescue capital requests were presented by Fire Chief Terry Abel. Public Works Facility Planning
Mayor Horton asked about relocating the Public Works facility.
Village Manager Ron Saunders reviewed previously evaluated concepts and potential relocation options.
Council consensus was to reduce the proposed funding for conceptual planning from
$100,000 to $50,000.

Village Hall Renovations
Council discussed the proposed Village Hall renovation project. Ms. Denoncourt reviewed anticipated improvements, including:
Construction of a public restroom accessible outside of Village workspaces. Flooring replacement and related improvements.
Council discussed reducing the proposed allocation from $1,000,000 to $800,000.

Parks and Recreation Projects
Parks and Recreation staff reviewed proposed park improvement projects.
Council discussion included concerns regarding Requests for Proposals (RFPs) issued for projects before Council was aware of them.

Key comments included:
Council Member Friedman requested greater transparency and earlier awareness of project RFPs.
Mayor Horton suggested a future policy discussion regarding public art projects.
Council Member Gillis stated Council should be informed of major initiatives while avoiding interference with day-to-day administrative functions.
Village Manager Saunders agreed to notify Council before significant RFPs are issued and provide opportunities for Council input when appropriate.
Village Attorney John Quick indicated a preference for direct communication rather than creating unnecessary public records.

Ms. Rother also reviewed the proposed Pool Wall Art Project RFP timeline and advised that three proposals would be sought.

Special Events
Parks and Recreation Director Maria Bagiotti reviewed park improvement requests. Council requested:
A comprehensive list of Village-sponsored events.
Associated event costs and revenues.
Opportunities to improve event profitability and reduce expenditures.

J. Debt Services - **TAB 10**

The Debt Service Fund was reviewed.

K. Plantation Yacht Harbor Marina - **TAB 11**

Dockmaster Lisa Watts presented the Marina Fund budget and related funding requests. Discussion focused on:

Timing of the anticipated $750,000 Tourist Development Council (TDC) funding allocation. Council Member Gillis advised she would seek additional information through her position on the TDC Board.
Additional discussion included whether the Marina should provide funding support to Founders Park and the General Fund.

Comments included:
Council discussed whether the Marina should contribute revenue to support park operations. Vice Mayor Mahoney revisited previous discussions regarding integrating Marina operations into Founders Park.
Village Attorney Quick advised that changing the Marina from an Enterprise Fund to a General Fund operation would require Board direction and should begin in a future fiscal year. Vice Mayor Mahoney suggested exploring a lease arrangement between the Marina and Parks.
Finance Director Jenkins cautioned Council regarding the impact such changes could have on capital project funding.

L. Wastewater - **TAB 12**

Public Works Director Engelmeyer presented the Wastewater Fund budget and funding requests.

Council discussion included:
Wastewater service charges and future rate considerations.
Mayor Horton raised questions regarding payments made to the Florida Keys Aqueduct Authority (FKAA).

M. Stormwater - **TAB 13**

Environmental Resources Manager Frezza provided an overview of the Stormwater Management Plan and related budget items.

V. COUNCIL DISCUSSION

Following a brief recess from 6:01 p.m. to 6:08 p.m., Council reconvened and continued budget deliberations.

Council Member Gillis requested:
Restoration of $15,000 for appraisals for the Land Acquisition Committee.
She noted the funding was included in the prior year's budget but was not used and was subsequently removed.

Staff indicated the request could be considered within the Capital Projects budget.

Human Resources Director Jamie Terry thanked Council for its discussion regarding employee compensation and benefits.
Staff reviewed several benefit cost-share options for employees hired on or after October 1, 2026, including: 70/30 employer-employee split, 60/40 employer-employee split, or a 50/50 employer-employee split
Council reached consensus to implement a 60/40 premium cost-sharing structure for new employees hired on or after October 1, 2026.
Staff estimated the change would affect approximately six employees during the first year.

Finance staff advised that the difference between certain millage rate options represented approximately $95,000 in revenue.

Village Attorney Quick reviewed statutory voting majority requirements.

Council directed staff to move forward with a 2.7231 millage rate.

Public comment was reopened at 6:53 p.m.
Joe Wischmeier spoke.

VI. ADJOURNMENT

There being no further business, the workshop was adjourned at 6:55 p.m.

Islamorada, Village of Islands

REGULAR AND LAND VILLAGE COUNCIL MEETING

August 20, 2026 - 5:30 PM
Founders Park Community Center
87000 Overseas Highway
Islamorada, FL 33036

MINUTES

I. CALL TO ORDER / ROLL CALL

Mayor Don Horton called the meeting to order at 05:30 PM

II. PLEDGE OF ALLEGIANCE

Pledge led by Council member Steve Friedman

III. AGENDA: Requests for Deletion / Emergency Additions

Village Manager removed TAB 5 from consent agenda to be brought back at a later date.

IV. REPORTS, PRESENTATIONS AND ANNOUNCEMENTS

A. Raftelis Report on Wastewater Rate Study

Mayor Don Horton opened public comment at 6:06 pm

Joe Wischmeier spoke

No one else wished to speak, public comment was closed at 6:14 pm

B. Sea Oats Beach Coastal Resilience Pilot Project — Reef Starter

Mayor Don Horton opened public comment on the Sea Oats Beach presentation

Ted Wilson and Councilmember Steve Friedman spoke regarding the Upper Keys Guide Association not weighing in on the project yet.

Village Attorney John Quick cautioned council regarding liability of MOU and need for a hold harmless clause to protect the Village from possible damages.

C. FKAA Water Transmission Main Update

FKAA Update Presented by Jacob Martinez of Wade Trim.

V. CITIZENS' ADVISORY COMMITTEE REPORTS & APPOINTMENTS

A. Near Shore Water Regulation Committee Report — Dianne Harbough (Chair)

B. Land Acquisition Advisory Committee Report - Greg Dully (Chair)

C. Citizens Advisory Committee Appointments **TAB 1**

Appointment to the Historical Preservation Commission for a Term Ending May 2027
Marilyn Smith was appointed to the Historic Preservation Commission for a term ending in May 2027

Appointment to the Workforce/Affordable Housing Citizens' Advisory Committee for a Term Ending in May 2028
Joan Jacobs was appointed to the Workforce/Affordable Housing Citizens' Advisory Committee for a term ending in May 2028

Appointments to the Parks & Recreation Committee for Terms Ending in May 2028
Council voted on the 3 applicants, and Scott Goss and Cindy Smith were appointed to the Parks & Recreation Committee for a term ending in May 2028

VI. MAYOR / COUNCIL COMMUNICATIONS

VII. VILLAGE ATTORNEY / VILLAGE MANAGER COMMUNICATIONS

VIII. PUBLIC COMMENT

Mayor Don Horton opened public comment.

Speakers included:
Ken Thomas
Jamie Engel
Joe Wischmeier

There was no one else wishing to speak, Mayor Horton closed public comment.

IX. CONSENT AGENDA

Consent agenda items 2-4 and 6-9. as tab 5 was pulled to be heard another date.

Mayor Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve by Anna Richards, second by Vice Mayor Sharon Mahoney
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

A. Approval of Meeting Minutes: **TAB 2**
Regular Village Council Meeting - July 7, 2026

Land Use Village Council Meeting - July 9, 2026
Joint Workshop with Monroe County School Board - July 21, 2026
Special Call Village Council Meeting - July 27, 2026

B. Resolution Approving an Agreement with Premier Lakes for the Repair of the Village's Canal Air Curtain Systems **TAB 3** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A WORK AGREEMENT FOR THE REPAIR OF THE VILLAGE'S CANAL AIR CURTAIN SYSTEMS FROM PREMIER LAKES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING THE WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

C. Resolution Approving the Expansion of the Village Enterprise Surveillance System to Include the MPK Generator Storage Building **TAB 4** Vince Tarves, IT Director, A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AN INCREASE TO THE CUMULATIVE AUTHORIZED NOT-TO-EXCEED AMOUNT FOR COUNCIL-APPROVED PROJECTS WITH MONIFI TECHNOLOGY GROUP, LLC; APPROVING THE EXPANSION OF THE VILLAGE'S ENTERPRISE SURVEILLANCE SYSTEM TO INCLUDE THE MPK GENERATOR STORAGE BUILDING; WAIVING COMPETITIVE BIDDING; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY PURCHASE DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

D. Resolution Approving Revisions to Village Personnel Policy Manual **TAB 5 REMOVED FROM AGENDA** Jamie Terry, Human Resources Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Resolution Approving the Rankings and Vendor Selection for RFP 26-07 – Council Chamber Broadcast & Audio/Visual System Hardware Refresh **TAB 6** Vince Tarves, IT Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-07 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

F. Resolution Approving Florida Keys Stewardship Funding Distribution Agreement **TAB 7** Ron Saunders, Village Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE MONROE COUNTY STATE WASTEWATER FUNDING AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE THIRD AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR IMPLEMENTATION, CORRECTIONS, AND AN EFFECTIVE DATE

G. Resolution Approving Amendment Number 3 to the Village Emergency Medical Services Fee Schedule **TAB 8** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AMENDING RESOLUTION NO. 15-02-14 TO REVISE THE VILLAGE'S EMERGENCY MEDICAL SERVICES FEE SCHEDULE; AND PROVIDING FOR AN EFFECTIVE DATE

H. Resolution Approving the Grant Agreement with U.S. DOT for Safe Streets and Roads for All Program **TAB 9** Alyssa Panzer, Grants and Environmental Coordinator

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE SAFE STREETS AND ROADS FOR ALL GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE DEVELOPMENT OF A COMPREHENSIVE SAFETY ACTION PLAN; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE.

X. **END OF CONSENT AGENDA**

XI. RESOLUTIONS

A. Resolution Approving the Ranking and Recommendation of the RFP 26-06 Evaluation Committee and Authorization to enter into an Agreement with Adventure Environmental, Inc. for the Canal 145 Restoration Project **TAB 10** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-06 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR THE CANAL 145 BACKFILL RESTORATION PROJECT; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.A. by Anna Richards
Second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

B. Resolution Approving a Use and Occupancy Agreement with FDOT for the Caboose Property on Upper Matecumbe **TAB 11** Peter Frezza, Environmental Resources Manager

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A USE AND OCCUPANCY AGREEMENT FOR THE CABOOSE PROPERTY (PARCEL 521) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.B. by Steve Friedman
Second by Deb Gillis;
Motion Passed with a 5:0 vote

AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

C. Resolution Approving FY 26-27 North Plantation Key Non-Ad Valorem Assessment Rate and Roll **TAB 12** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.C. by Deb Gillis
Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

D. Resolution Approving FY 26-27 North Plantation Key Supplemental Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 13** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES WITHIN THE NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.D. by Anna Richards
Second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

E. Resolution Approving the FY 26-27 North Plantation Key Woods Corner Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 14** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION OF WASTEWATER FEES AND ADMINISTRATIVE COSTS WITHIN THE WOODS CORNER ASSESSMENT AREA; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.E. by Deb Gillis
Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

F. Resolution Approving FY 26-27 Remaining Service Area Phase I Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 15** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE EXCLUDING THE NORTH PLANTATION KEY, WOODS CORNER, AND NORTH PLANTATION KEY SUPPLEMENTAL ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.F. by Deb Gillis
Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

G. Resolution Approving FY 26-27 Remaining Service Area Phase II Wastewater Non-Ad Valorem Assessment Rate and Roll **TAB 16** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION AND TREATMENT FACILITIES FOR PHASE II OF THE WASTEWATER ASSESSMENT AREA WITHIN THE VILLAGE BUT EXCLUDING THE NORTH PLANTATION KEY, NORTH PLANTATION KEY SUPPLEMENTAL AND WOODS CORNER ASSESSMENT AREAS; REIMPOSING SPECIAL ASSESSMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.G. by Anna Richards
Second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

H. Resolution Approving the FY 26-27 Stormwater Services Non-Ad Valorem Assessment Rate and Roll **TAB 17** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST CERTAIN REAL PROPERTY WITHIN ISLAMORADA, VILLAGE OF ISLANDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE STORMWATER ASSESSMENT ROLL FOR THE STORMWATER SERVICE ASSESSMENTS; PROVIDING FOR COLLECTION OF THE STORMWATER SERVICE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

This year cost increased from $32 to $62 per property.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.H. by Anna Richards
Second by Vice Mayor Sharon Mahoney;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

I. Resolution Approving the FY 26-27 Final Solid Waste Non-Ad Valorem Assessment Rate for Residential Services and Roll **TAB 18** (A.J. Engelmeyer, Public Works Director)

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE IN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE

This year the cost increased from $510 to $550 per property.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.I. by Deb Gillis
Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

J. Resolution Approving Fourth Addendum to Island Disposal Contractual Services Agreement **TAB 19** A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING ADDENDUM TO CONTRACTUAL SERVICES AGREEMENT FOR SOLID WASTE, YARD WASTE AND RECYCLING COLLECTION AND DISPOSAL SERVICES WITH ISLAND DISPOSAL COMPANY; AUTHORIZING VILLAGE MANAGER AND VILLAGE ATTORNEY TO EXECUTE THE ADDENDUM; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE ADDENDUM; AND PROVIDING FOR AN EFFECTIVE DATE

In June, the CPI increased 3.4% for collection and hauling; 5% increase for disposal rates.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.J. by Deb Gillis
Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

K. Resolution Approving a First Amendment to Project Agreement Work Authorization Number 3 with Page Excavating, Inc. **TAB 20**
A.J. Engelmeyer, Public Works Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A FIRST AMENDMENT TO WORK AUTHORIZATION NO. 3 BETWEEN PAGE EXCAVATING, INC. AND ISLAMORADA, VILLAGE OF ISLANDS, INCREASING THE NOT-TO-EXCEED AMOUNT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.K. by Deb Gillis
Second by Steve Friedman;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

L. Resolution Approving Amendment Number 3 to the Agreement with Tetra Tech, Inc., for Debris Monitoring Services and Adding Financial Recovery Assistance Services **TAB 21** (Terry Abel, Fire Chief)

RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH, INC., FOR DEBRIS MONITORING SERVICES AND ADDING FINANCIAL RECOVERY ASSISTANCE SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

This rate was a 3.19% increase over the previous rate.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.L. by Steve Friedman Second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

M. Resolution Approving Amendment Number 4 to the Agreement with Ashbritt, Inc. for Debris Management Services **TAB 22** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING EXECUTION OF AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ASHBRITT, INC., FOR DEBRIS MANAGEMENT SERVICES; APPROVING THE REVISED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AMENDMENT NO. 4; AND PROVIDING FOR AN EFFECTIVE DATE

Cost increase per Exhibit A

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.M. by Deb Gillis Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

N. Resolution Approving Amendment Number 1 for Fire Apparatus Maintenance and Repair Services with Florida Keys EVR, LLC **TAB 23** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN FLORIDA KEYS EVR, LLC AND ISLAMORADA, VILLAGE OF ISLANDS, FOR FIRE RESCUE VEHICLE, APPARATUS, MAINTENANCE, AND REPAIR SERVICES; APPROVING THE AMENDED FEE SCHEDULE ATTACHED AS EXHIBIT A; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE.

Provider had not had an increase in years, new contract provides 3% step up annually.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.N. by Deb Gillis Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

O. Resolution Approving Fiscal Year 2025-2026 Purchases from Bound Tree Medical LLC **TAB 24** Terry Abel, Fire Chief

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING

FISCAL YEAR 2025-2026 EXPENDITURES WITH BOUND TREE MEDICAL FOR THE SUPPLIES FOR THE VILLAGE'S FIRE RESCUE; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

Inventory audit showed supplies were low, needed more to replenish.

Mayor Don Horton opened public comment.
There being no one wishing to speak, Mayor Horton closed public comment.

ACTION: Motion to Approve item XI.O. by Deb Gillis Second by Anna Richards; Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

XII. ORDINANCES

XIII. QUASI-JUDICIAL

A. Ordinance to Amend the Future Land Use Map from Public and Semi-Public Services to Mixed Use of Parcel 00402900-000000 - **Second Reading TAB 25** Jennifer DeBoisbriand , Planning Director
AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO MIXED USE (MU) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

A short break was taken and reconvened at 7:56 pm

Companion items - Tabs 25 and 26 were considered together with separate votes for each item.

Council was asked to disclose any ex parte communications: Council Member Steve Friedman - Staff
Council Member Deb Gillis, Council Member Anna Richards, Vice Mayor Sharon Mahoney, and Mayor Don Horton all had none.

Planning Director Jennifer DeBoisbriand introduced the items, noting the first reading was held and approved in February 2026. Florida Commerce reviewed with no objection. This item is the former church property owned by the Village. Mayor Horton called for testimony first from speakers in favor of the requests and

then from those opposed:
In favor:
None
Opposed:
None
Neutral:
Joe Wischmeyer
There being no one else wishing to provide testimony, Mayor Horton closed public testimony.

ACTION: Motion to Approve item XIII. A. by Anna Richards Second by Deb Gillis;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

B. Ordinance to Amend the Zoning Map from Public and Semi-Public Services District to Highway Commercial District for Parcel 00402900-000000 - **Second Reading TAB 26** Jennifer DeBoisbriand , Planning Director

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, TO AMEND THE OFFICIAL ZONING MAP FROM PUBLIC/SEMI-PUBLIC SERVICES (PS) TO HIGHWAY COMMERCIAL (HC) FOR THE SUBJECT PROPERTY, LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBER 00402900-000000, AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

ACTION: Motion to Approve item XIII.B. by Deb Gillis Second by Anna Richards;
Motion Passed with a 5:0 vote
AYES: Don Horton, Sharon Mahoney, Steve Friedman, Deb Gillis, Anna Richards
NAYS: None
ABSTAIN: None

C. Administrative Appeal of a Dwelling Unit Determination for 86751 Old Highway **TAB 27** Jennifer DeBoisbriand , Planning Director

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING ADMINISTRATIVE APPEAL NO. PLADA20260069 FILED BY MARK GREGG (APPELLANT) RELATING TO AN ADMINISTRATIVE DECISION AND INTERPRETATION BY THE DIRECTOR OF PLANNING (RECONSIDERATION OF DWELLING UNIT DETERMINATION) FOR PROPERTY LOCATED AT 86751 OLD HWY (REAL ESTATE NUMBER 00411890-000000), ON PLANTATION KEY,

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS LEGALLY DESCRIBED HEREIN; AND PROVIDING FOR THE TRANSMITTAL OF THIS RESOLUTION TO THE STATE DEPARTMENT OF COMMERCE AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS RESOLUTION FROM THE STATE DEPARTMENT OF COMMERCE.

Mayor Horton opened **TAB 27** by presenting Form8B announcing he was abstaining from discussion and voting, handing gavel and control of meeting over to Vice Mayor Mahoney.

Council was asked to disclose any ex parte communications: Council Members Steve Friedman, Anna Richards , along with Vice Mayor Mahoney had no ex parte communications. Council Member Deb Gillis spoke with the Applicant Mr. Mark Gregg regarding the new evidence he had for the case.

Planning Director Jennifer DeBoisbriand introduced the reconsideration request, noting she had reviewed the new evidence presented by the applicant and has not changed her position regarding seeing the property as a single family residence and not a duplex.
Mr. Gregg introduced a 2017 Village fence permit application noting the property as multi-family notated on top corner, along with property record card showing multi-family use.
Vice Mayor Mahoney called for testimony first from speakers in favor of the requests and then from those opposed:
In favor:
None
Opposed:
Joe Wischmeier
Cerise Pinder
There being no one else wishing to provide testimony, Vice Mayor Mahoney closed public testimony.
The applicant noted conditions he would agree to: not being used as a TDR, no additional square footage, not used as a vacation rental, no second floor, paying additional EDU costs, and installing additional electric meter.

ACTION: Motion to Approve item XIII.C. with the conditions outlined by Anna Richards
Second by Deb Gillis;
Motion Passed with a 3:1 vote
AYES: Steve Friedman, Deb Gillis, Anna Richards
NAYS: Sharon Mahoney
ABSTAIN: Don Horton

XIV. MOTIONS

XV. ADJOURNMENT

Motion by Councilmember Deb Gillis
Seconded by Vice Mayor Mahoney

XVI. STATUS UPDATE (FORMERLY AFTER ACTION REPORT)

A. August 2026 Update **POCKET**

_____
Stephanie Conde, Deputy Village Clerk

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 8, 2026
SUBJECT: **Approval of Mutual Aid Agreement with Key Largo Fire District for Fire Protection and Rescue Services TAB 3**

Background:
The Village has previously used mutual aid agreements to establish a clear framework for emergency fire and rescue assistance. The attached agreement with Key Largo Fire District follows the same general structure as the Village's prior mutual aid agreement for fire protection and rescue services, including provisions addressing mutual aid requests, dispatch, operational control, liability, reimbursement, term, and termination.

Because Monroe County communities may face the same hurricanes, mass casualty incidents, large fires, transportation disruptions, public safety incidents, and other significant events, advance agreements help avoid delays when assistance is needed. These MOUs clarify who may request assistance, how resources will be dispatched, when a responding agency may decline due to coverage needs, and how operational control will be managed at the incident scene.

Analysis:
Provides a pre-approved mechanism for requesting or providing fire protection, rescue, emergency medical, and related emergency assistance during significant events. Supports regional resilience by allowing agencies to coordinate resources before an emergency occurs rather than negotiating terms during an incident. Protects each jurisdiction's local coverage by allowing the responding agency to decline a request when it cannot maintain adequate protection at home. Clarifies liability, reimbursement, operational control, term, cancellation, and dispute resolution before an event. Supports eligibility to seek FEMA or other state or federal reimbursement where applicable, while preserving the no-payment/no-interlocal-reimbursement structure between the parties.

Budget Impact:
No direct fiscal impact is anticipated from approval of the Agreement. Each party bears its own costs for services provided under the Agreement, while preserving the ability to pursue FEMA or other state or federal reimbursement programs when available.

Staff Impact:
Staff has no impact with adoption of the proposed resolution. Calls to service will continue as they have in the past with previous two MOU holders previously responsible for providing service to the Key Largo District.

Recommendation:
Staff recommends that the Village Council adopt the accompanying Resolution approving the Mutual Aid Agreement with Key Largo Fire District and authorize the Village Manager to execute the Agreement, subject to approval as to form and legality by the Interim Village Attorney.

Attachments:
1. Resolution_Approving_Key_Largo_Fire_District_Mutual_Aid_Agreement_Updated_Council
2. Mutual_Aid_Agreement_Key_Largo_Fire_District 2026

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND KEY LARGO FIRE DISTRICT TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands ("Village") and Key Largo Fire District ("Key Largo") maintain equipment and personnel for suppression of fires, rescue services, emergency medical response, and related emergency operations within their respective jurisdictions and areas; and

WHEREAS, the Village and Key Largo recognize the practical need to provide timely assistance during significant events, disasters, mass casualty incidents, large structural fires, hurricanes, tornadoes, and other events that may exceed the operational capacity of a single jurisdiction; and

WHEREAS, the Village desires to enter into a Mutual Aid Agreement with Key Largo to provide mutual fire protection and rescue services assistance between the respective jurisdictions ("Agreement"); and

WHEREAS, the intent of the Agreement is to establish a clear process for requesting and providing assistance when required, while preserving each party's ability to maintain adequate coverage within its own jurisdiction; and

WHEREAS, the Village Council finds that approval of the Agreement between Key Largo and the Village, as set forth in Exhibit "A" attached hereto, is in the best interest of the Village and

its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands, hereby approves the Mutual Aid Agreement between the Village and Key Largo Fire District to provide mutual fire protection and rescue services assistance, a copy of which is attached as Exhibit A hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Village Manager and/or his designee is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, and to execute any extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilmember Steve Friedman	___
Councilmember Deb Gillis	___
Councilmember Anna Richards	___

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE
AND BENEFIT OF THE VILLAGE:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

MUTUAL AID AGREEMENT

For

FIRE PROTECTION AND RESCUE SERVICES

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

KEY LARGO FIRE DISTRICT

THIS AGREEMENT is by and between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipality (hereinafter referred to as the "Village"), and KEY LARGO FIRE DISTRICT (hereinafter referred to as "Key Largo").

WITNESSETH

WHEREAS, the Village and Key Largo have established and maintain fire rescue operations with firefighting equipment, emergency medical equipment, rescue equipment, and firefighting and emergency response personnel; and

WHEREAS, the boundaries and service areas of the Village and Key Largo are located within Monroe County and may be affected by the same hurricanes, mass casualty incidents, large fires, hazardous conditions, road closures, and other significant events; and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted; and

WHEREAS, the parties recognize that the most expeditious response to an emergency may be provided by the firefighting and/or rescue agency outside of, but near or otherwise able to assist, the jurisdiction in which the emergency occurs; and

WHEREAS, the parties deem it desirable to make provisions for a response in case of such emergency from an available firefighting and rescue agency able to provide assistance.

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS

A. Mutual Aid: Mutual Aid means assistance requested for a significant event, manmade or natural, that because of its magnitude poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, including hurricanes, tornadoes, large structural fires, mass casualty incidents, major public safety incidents, or comparable events. Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the emergency, disaster, or significant event for which Mutual Aid is being sought.

C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. MUTUAL AID ASSISTANCE

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party, or the Fire Chief's designee, to the Fire Chief of the Responding Party, or the Fire Chief's designee. The request shall be initiated through the appropriate dispatch channel, including the Monroe County Fire Rescue dispatch office or other dispatch center serving the parties, as applicable.

If available, equipment and personnel shall be dispatched as requested by the Requesting Party. The number of apparatus, equipment, and personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the fire rescue department of either signatory may decline to provide assistance if by doing so its own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

3. LIABILITY/INDEMNIFICATION

The Village and Key Largo do not assume any liability for the acts, omissions, or negligence of the other. Each party shall be responsible for the acts, omissions, or negligence of its own officers, employees, agents, and personnel, and each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the negligent performance of their respective operations under this Agreement, subject to and without waiving any defenses, limitations, or protections of sovereign immunity under Florida law. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision shall become null and void to that extent and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither the Village nor Key Largo will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement.

Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement shall be effective on the date of execution hereof and remain in effect until terminated by either party or superseded by a new Agreement. This Agreement may be cancelled

by either party after providing a minimum of thirty (30) days written notice of intent to cancel said Agreement.

6. MISCELLANEOUS

(a) Officer in Charge, Service Standard - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize applicable incident command, personnel accountability, responder safety, and operational standards, including National Fire Protection Association guidance as applicable, to ensure that emergency operations are conducted safely and consistently.

(b) Application of Agreement - This Agreement shall apply only to emergencies, disasters, or significant events existing within the areas of protection of the Village and Key Largo, or events affecting either jurisdiction for which assistance is requested.

(c) Conflict Resolution - Any disputes arising from this Agreement shall be resolved by the Village Fire Chief and the Key Largo Fire District Fire Chief, or their duly authorized representatives, with assistance from the respective managers and attorneys as needed.

7. EFFECTIVE DATE AND NOTICES

This Agreement shall take effect immediately upon execution by both parties and approval as required by the governing bodies of the respective parties.

For the Village	**With a copy to**	**For Key Largo**
Ron Saunders, Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036	John Quick, Village Attorney Weiss Serota Helfman 2800 Ponce de Leon Blvd, Suite 1200 Coral Gables, Florida 33134 Telephone: (305) 854-0800 jquick@wsh-law.com	Jeff Morse, Fire Chief Key Largo Fire District 1 East Drive Key Largo, Florida 33037 Jmorse@keylargofirerescue-fl.gov

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the _____day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipality:

By: _____
Ron Saunders, Village Manager

ATTEST:

_____
_____
Marnie McGrath, Village Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE OLE USE AND
BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS ONLY:

_____
John Quick, Village Attorney

KEY LARGO FIRE DISTRICT:

By: _____
Authorized Signatory

For operational coordination:

Jeff Morse, Fire Chief

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 8, 2026
SUBJECT: **Approval of Mutual Aid Agreement with City of Marathon for Fire Protection and Rescue Services TAB 4**

Background:
The Village has previously used mutual aid agreements to establish a clear framework for emergency fire and rescue assistance. The attached agreement with the City of Marathon follows the same general structure as the Village's prior mutual aid agreement for fire protection and rescue services, including provisions addressing mutual aid requests, dispatch, operational control, liability, reimbursement, term, and termination.

Since Monroe County communities may face the same hurricanes, mass casualty incidents, large fires, transportation disruptions, public safety incidents, and other significant events, advance agreements help avoid delays when assistance is needed. These MOUs clarify who may request assistance, how resources will be dispatched, when a responding agency may decline due to coverage needs, and how operational control will be managed at the incident scene.

Analysis:
Provides a pre-approved mechanism for requesting or providing fire protection, rescue, emergency medical, and related emergency assistance during significant events. Supports regional resilience by allowing agencies to coordinate resources before an emergency occurs rather than negotiating terms during an incident. Protects each jurisdiction's local coverage by allowing the responding agency to decline a request when it cannot maintain adequate protection at home. Clarifies liability, reimbursement, operational control, term, cancellation, and dispute resolution before an event.

This item also supports eligibility to seek FEMA or other state or federal reimbursement where applicable, while preserving the no-payment/no-interlocal-reimbursement structure between the parties.

Budget Impact:
No direct fiscal impact is anticipated from approval of the Agreement. Each party bears its own costs for services provided under the Agreement, while preserving the ability to pursue FEMA or other state or federal reimbursement programs when available.

Staff Impact:

There would be no staff impact. Response to calls to service would continue as they have in the past but with a formal Mutual Aid Agreement in place.

Recommendation:
Staff recommends that the Village Council adopt the accompanying Resolution approving the Mutual Aid Agreement with the City of Marathon and authorize the Village Manager to execute the Agreement, subject to approval as to form and legality by the Interim Village Attorney.

Attachments:
1. Resolution_Approving_Marathon_Mutual_Aid_Agreement 2026
2. Mutual_Aid_Agreement_Marathon_Fire_Rescue 2026

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE MUTUAL AID AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND THE CITY OF MARATHON TO PROVIDE MUTUAL FIRE PROTECTION AND RESCUE SERVICES ASSISTANCE; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands ("Village") and the City of Marathon ("Marathon") maintain equipment and personnel for suppression of fires, rescue services, emergency medical response, and related emergency operations within their respective jurisdictions and areas; and

WHEREAS, the Village and Marathon recognize the practical need to provide timely assistance during significant events, disasters, mass casualty incidents, large structural fires, hurricanes, tornadoes, and other events that may exceed the operational capacity of a single jurisdiction; and

WHEREAS, the Village desires to enter into a Mutual Aid Agreement with Marathon to provide mutual fire protection and rescue services assistance between the respective jurisdictions ("Agreement"); and

WHEREAS, the intent of the Agreement is to establish a clear process for requesting and providing assistance when required, while preserving each party's ability to maintain adequate coverage within its own jurisdiction; and

WHEREAS, the Village Council finds that approval of the Agreement between Marathon and the Village, as set forth in Exhibit "A" attached hereto, is in the best interest of the Village

and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement. The Village Council of Islamorada, Village of Islands, hereby approves the Mutual Aid Agreement between the Village and the City of Marathon to provide mutual fire protection and rescue services assistance, a copy of which is attached as Exhibit A hereto, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Execution of Agreement. The Village Manager and/or his designee is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement, and to execute any extensions and/or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
Councilmember Steve Friedman	____
Councilmember Deb Gillis	____
Councilmember Anna Richards	____

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE
AND BENEFIT OF THE VILLAGE:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit A

MUTUAL AID AGREEMENT

For

FIRE PROTECTION AND RESCUE SERVICES

Between

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

AND

CITY OF MARATHON, FLORIDA

THIS AGREEMENT is by and between ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, a Florida municipality ("Village"), and the CITY OF MARATHON, FLORIDA, a Florida municipality existing under the laws of the State of Florida ("Marathon").

WITNESSETH

WHEREAS, the Village and Marathon have established and maintain fire rescue departments with firefighting equipment, emergency medical equipment, rescue equipment, and firefighting and emergency response personnel; and

WHEREAS, the boundaries and service areas of the Village and Marathon are located within Monroe County and may be affected by the same hurricanes, mass casualty incidents, large fires, hazardous conditions, road closures, and other significant events; and

WHEREAS, the parties deem it desirable that an agreement be entered into for their mutual benefit in times of emergency or disaster too great to be dealt with unassisted; and

WHEREAS, the parties recognize that the most expeditious response to an emergency may be provided by the firefighting and/or rescue agency outside of, but near or otherwise able to assist, the jurisdiction in which the emergency occurs; and

WHEREAS, the parties deem it desirable to make provisions for a response in case of such emergency from an available firefighting and rescue agency able to provide assistance.

NOW, THEREFORE, it is agreed by and between the parties hereto that each shall assist the other under the following stipulations, provisions and conditions:

1. DEFINITIONS

A. Mutual Aid: Mutual Aid means assistance requested for a significant event, manmade or natural, that because of its magnitude poses a hardship on the ability of the jurisdiction having authority to respond with adequate services, including hurricanes, tornadoes, large structural fires, mass casualty incidents, major public safety incidents, or comparable events. Mutual Aid shall not include ordinary events for which the responsible jurisdiction has determined it will not obtain adequate equipment and/or support.

B. Requesting Party: The Requesting Party is the jurisdiction having the authority and responsibility to respond to the emergency, disaster, or significant event for which Mutual Aid is being sought.

C. Responding Party: The Responding Party is the jurisdiction being contacted by the Requesting Party to provide Mutual Aid assistance.

2. MUTUAL AID ASSISTANCE

Mutual Aid assistance shall be requested by the Fire Chief of the Requesting Party, or the Fire Chief's designee, to the Fire Chief of the Responding Party, or the Fire Chief's designee. The request shall be initiated through the appropriate dispatch channel, including the Monroe County Fire Rescue dispatch office or other dispatch center serving the parties, as applicable.

If available, equipment and personnel shall be dispatched as requested by the Requesting Party. The number of apparatus, equipment, and personnel dispatched shall be at the sole discretion of the Responding Party.

Notwithstanding any provision of this Agreement to the contrary, the fire rescue department of either signatory may decline to provide assistance if by doing so its own jurisdiction would not be afforded adequate coverage. Each department shall advise the other immediately if such a condition exists.

3. LIABILITY/INDEMNIFICATION

The Village and Marathon do not assume any liability for the acts, omissions, or negligence of the other. Each party shall be responsible for the acts, omissions, or negligence of its own officers, employees, agents, and personnel, and each shall indemnify and hold the other harmless from all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the negligent performance of their respective operations under this Agreement, subject to and without waiving any defenses, limitations, or protections of sovereign immunity under Florida law. To the extent any claim is asserted in excess of the limits established by the waiver of sovereign immunity under Florida law, this provision shall become null and void to that extent and shall be severed from the remainder of this Agreement.

4. REIMBURSEMENT

Neither the Village nor Marathon will receive payment or be reimbursed by the other party for any expenses or the like incurred in connection with services provided under this Agreement. Nothing herein prevents either party from receiving reimbursements from FEMA or any other state or federal reimbursement programs.

5. TERM

This Agreement shall be effective on the date of execution hereof and remain in effect until terminated by either party or superseded by a new Agreement. This Agreement may be cancelled

by either party after providing a minimum of thirty (30) days written notice of intent to cancel said Agreement.

6. MISCELLANEOUS

(a) Officer in Charge, Service Standard - While providing Mutual Aid in the area where the emergency exists, the Responding Party personnel shall be subject to the orders and directions of the officer in charge of the operations for the Requesting Party. The Requesting Party shall utilize applicable incident command, personnel accountability, responder safety, and operational standards, including National Fire Protection Association guidance as applicable, to ensure that emergency operations are conducted safely and consistently.

(b) Application of Agreement - This Agreement shall apply only to emergencies, disasters, or significant events existing within the areas of protection of the Village and Marathon, or events affecting either jurisdiction for which assistance is requested.

(c) Conflict Resolution - Any disputes arising from this Agreement shall be resolved by the Village Fire Chief and the Marathon Fire Chief, or their duly authorized representatives, with assistance from the respective managers and attorneys as needed.

7. EFFECTIVE DATE AND NOTICES

This Agreement shall take effect immediately upon execution by both parties and approval as required by the governing bodies of the respective parties.

For the Village	**With a copy to**	**For Marathon**
Ron Saunders Village Manager Islamorada, Village of Islands 86800 Overseas Highway Islamorada, Florida 33036	John Quick, Village Attorney Weiss Serota Helfman 2800 Ponce de Leon Blvd, Suite 1200 Coral Gables, Florida 33134 Telephone: (305) 854-0800 jquick@wsh-law.com	Shana Rogers, Fire Chief Marathon Fire Rescue 8900 Overseas Hwy Marathon, Florida 33050 Telephone: (305) 743-5266 rogerss@ci.marathon.fl.us

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the _____day of _____, 2026.

ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipality:

By: _____
Ron Saunders, Village Manager

ATTEST:

_____
Marnie McGrath, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE AND BENEFIT OF
THE VILLAGE ONLY:

_____
John J. Quick, Village Attorney

CITY OF MARATHON, FLORIDA,
a Florida municipality:

By: _____
Authorized Signatory

For operational coordination:

_____
Shana Rogers, Fire Chief
Marathon Fire Rescue

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: September 8, 2026
SUBJECT: **Resolution Approving Second Budget Amendment for FY 2025-2026 TAB 5**

Background:
On September 16, 2025, the Village Council approved the FY 2025-2026 budget through adoption of Resolution No. 25-09-86. The adopting Resolution states that the budget establishes an initial limitation on expenditures by department or category total and that the total sum allocated to each department, category or line item for operating expenses may be increased or decreased by the Village Manager in accordance with the provisions of the Resolution and the Village Charter. Further, the Village Manager shall prepare for approval a resolution amending the budget to reflect such department, category or line item reallocation for presentation to the Village Council if overages occur.

At its meeting on March 10, 2026, the Village Council adopted Resolution No. 26-03-20 approving a first FY 2025-2026 budget amendment. The attached Resolution serves to memorialize Village Council approval for a Second Amendment to the FY 2025-2026 budget to reflect changes in the budget by line item based on activity in the fiscal year through May 31, 2026.

Analysis:
The “FY 2025-26 Budget Amendment – Requested” column in Exhibit A identifies the budgetary adjustments necessary to align appropriations and revenue estimates with actual financial activity through May 31, 2026. Requested operating revenue amendments total $540,586.80, while requested expenditure amendments total $227,200.16, resulting in a net positive operating impact of $313,386.64.

The increase in the General Fund is attributable primarily to higher-than-budgeted code compliance lien payments, miscellaneous revenues, and other service-related revenues. The Wastewater Fund reflects the most significant approved and requested amendments among all funds. No budget amendments are proposed for the Transportation or Debt Service funds; these funds are included in Exhibit A for informational and comparative purposes only.

The proposed amendments do not represent new spending initiatives but rather adjustments intended to ensure that the FY 2025-26 budget accurately reflects actual revenues and expenditures and remains in compliance with statutory budgeting requirements.

Budget Impact:
The budget impact by fund is presented in the “Requested Amendment” column of each funds’ budget amendment schedule.

Staff Impact:
No direct staff impact would occur as a result of this budget amendment.

Recommendation:
Staff requests and recommends that the Village Council adopt the Resolution and the amended FY 2025-2026 budget as presented.

Attachments:
1. Reso_FY25-26 Bgt Amend 013126_053126
2. Exhibit A FY25-26_Bgt Amend as of 05312026 RVCM

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING THE VILLAGE'S ADOPTED BUDGET FOR FISCAL YEAR 2025-2026; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in accordance with Section 200.065, Florida Statutes and Section 6 of the Village Charter, the Village Council of Islamorada, Village of Islands (the "Village") adopted a Budget for Fiscal Year 2025-2026 by adoption of Resolution No. 25-09-86 on September 16, 2025; and

WHEREAS, pursuant to Section 6 of Resolution No. 25-09-86, the Village Manager is authorized to propose a resolution on a quarterly basis to amend the budget to reallocate department, category or line-item budget allocations; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interests of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Budget Amendment. In accordance with Section (6)(3) of the Village Charter and Section 6 of Resolution No. 25-09-86, the Village Council hereby approves the amendment to the Budget adopted as Exhibit 'A' of Resolution No. 25-09-86 for Fiscal Year 2025-2026 as shown on Exhibit "A" attached hereto.

Section 3. **Effective Date**. This Resolution shall become effective immediately upon its adoption and shall be reflected in the FY 2025-2026 budget as of May 31, 2026.

Remainder of this page intentionally left blank.

PASSED AND ADOPTED this 8 day of September 2026.

Motion to adopt by _____Seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton _____

Vice Mayor Sharon Mahoney _____

Councilwoman Deb Gillis _____

Councilman Steve Friedman _____

Councilwoman Anna Richards _____

_____

DON HORTON, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE SOLE USE AND
BENEFIT OF THE VILLAGE

_____

JOHN J. QUICK, VILLAGE ATTORNEY

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited) as of 5/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025								
001-280-000	Fund Bal - Nonspendable	176,194.83		85,967.11	262,161.94	262,161.94		
001-281-001	Fund Bal - Restricted - MCSO Training	72,504.00		3,623.43	76,127.43	76,127.43		
001-282-002	Fund Bal - Committed - Landscape Mitigation	898,009.00		(287,530.36)	610,478.64	610,478.64		
001-283-002	Fund Bal - Assigned - Hurricane Response	7,097,666.00		648,743.41	7,746,409.41	7,746,409.41		
001-284-000	Fund Bal - Unassigned	5,816,500.12		(450,803.59)	5,365,696.53	5,365,696.53		
		14,060,873.95	***-***	***-***	***14,060,873.95***	***14,060,873.95***		
Revenues								
Taxes								
001-311-000	Ad Valorem Taxes	18,264,500.00	-		18,264,500.00	17,501,214.60	(763,285.40)	95.82%
001-315-000	Communication Services Tax	393,711.00	-		393,711.00	218,123.57	(175,587.43)	55.40%
		18,658,211.00	-		18,658,211.00	17,719,338.17	(938,872.83)	94.97%
Licenses & Permits								
001-323-700	Franchise Fee - Solid Waste	950,000.00			950,000.00	541,851.22	(408,148.78)	57.04%
001-329-000	Other Permits, Fees & Special Assmts	4,300.00			4,300.00	2,100.00	(2,200.00)	48.84%
001-329-001	Vacation Rental Permit Fee	401,000.00			401,000.00	309,056.25	(91,943.75)	77.07%
001-329-005	BPAS Application Fee	1,000.00			1,000.00	600.00	(400.00)	
001-329-006	A-Frame Sign Registration Fee	4,000.00			4,000.00	650.00	(3,350.00)	16.25%
001-329-007	In Lieu of Landscape Mitigation Fee	75,000.00			75,000.00	73,121.14	(1,878.86)	97.49%
001-329-009	Foreclosure Registration Fee	1,000.00			1,000.00	-	(1,000.00)	0.00%
		1,436,300.00		-	1,436,300.00	927,378.61	(508,921.39)	64.57%
Intergovernmental								
001-335-122	Monroe County Business Tax Distribution	35,000.00			35,000.00	8,705.56	(26,294.44)	24.87%
001-335-140	Mobile Home License Tax	2,000.00			2,000.00	1,297.87	(702.13)	64.89%
001-335-150	Alcoholic Beverage License Tax	25,000.00			25,000.00	26,285.69	1,285.69	105.14%
001-335-180	Local Government Half-Cent Sales Tax Program	1,756,372.00			1,756,372.00	992,922.64	(763,449.36)	56.53%
001-335-210	Firefighter Supplemental Compensation	10,000.00			10,000.00	5,833.34	(4,166.66)	58.33%
001-335-701	FDEP Surcharge Tax - Windley Key	7,500.00			7,500.00	5,491.43	(2,008.57)	73.22%
001-336-000	State Payments In Lieu Of Taxes	2,700.00			2,700.00	2,670.31	(29.69)	98.90%
001-337-701	TDC Beach Maintenance Agreement	99,000.00		-	99,000.00	46,419.13	(52,580.87)	46.89%
		1,937,572.00	-	-	1,937,572.00	1,089,625.97	(847,946.03)	56.24%
Fines & Forfeitures								
001-354-000	Code Compliance Lien Payments	10,000.00		189,000.00	199,000.00	198,075.00	(925.00)	99.54%
001-359-001	MCSO Citation Payments	45,000.00			45,000.00	19,658.65	(25,341.35)	43.69%
001-359-002	MCSO Citations - Training Surcharge	4,000.00			4,000.00	1,902.43	(2,097.57)	47.56%
		59,000.00	-	189,000.00	248,000.00	219,636.08	(28,363.92)	88.56%
Charges for Services								
001-329-003	Fire Inspection Fee	10,000.00			10,000.00	9,025.00	(975.00)	90.25%
001-329-004	Developmental Permit Application Fee	60,000.00			60,000.00	53,740.00	(6,260.00)	89.57%
001-329-008	Cost Recovery Revenue	25,000.00			25,000.00	3,056.02	(21,943.98)	12.22%
001-342-200	Special Event Fire Protection Fee	15,000.00		8,500.00	23,500.00	23,370.00	(130.00)	99.45%
001-342-401	Emergency Management Service Fee	280,000.00			280,000.00	172,869.30	(107,130.70)	61.74%
001-347-201	Park Entrance Fee	375,000.00			375,000.00	242,515.81	(132,484.19)	64.67%
001-347-501	Pool Entrance Fee	35,000.00			35,000.00	5,593.06	(29,406.94)	15.98%
001-347-502	Pool/Park Membership - Resident	20,000.00			20,000.00	1,545.84	(18,454.16)	7.73%
001-347-503	Pool/Park Membership - Non-Resident	20,000.00			20,000.00	8,879.89	(11,120.11)	44.40%
001-347-901	Recreation Camp Fee	55,000.00			55,000.00	-	(55,000.00)	0.00%
001-362-001	Park Facilities Rental Fee	45,000.00		2,000.00	47,000.00	46,651.04	(348.96)	99.26%
001-362-002	Pool Team Rental Fee	33,000.00			33,000.00	7,691.82	(25,308.18)	23.31%
001-362-003	Swim Instruction	90,000.00			90,000.00	23,857.50	(66,142.50)	26.51%
001-362-004	Dive Instruction	9,000.00			9,000.00	1,580.00	(7,420.00)	17.56%
001-362-005	Tennis Instruction	175,000.00			175,000.00	126,185.00	(48,815.00)	72.11%
001-362-006	Water Aerobics Instruction	24,000.00			24,000.00	5,614.00	(18,386.00)	23.39%
001-362-007	Synchronized Swim Instruction	22,000.00			22,000.00	8,492.50	(13,507.50)	38.60%
001-362-008	Freediving Instruction	6,000.00			6,000.00	1,200.00	(4,800.00)	20.00%
001-362-009	Fitness Instruction	30,000.00		3,500.00	33,500.00	33,410.00	(90.00)	99.73%
		1,329,000.00	-	14,000.00	1,343,000.00	775,276.78	(567,723.22)	57.73%
Interest & Miscellaneous								
001-361-000	Interest Revenue	750,000.00			750,000.00	451,617.27	(298,382.73)	60.22%
001-369-000	Miscellaneous Revenue	-		160,000.00	160,000.00	157,757.81	(2,242.19)	98.60%
001-369-001	Retail Sales	1,200.00		1,200.00	2,400.00	2,255.26	(144.74)	93.97%
001-369-003	Impact Admin Fees	5,000.00			5,000.00	4,778.74	(221.26)	95.57%
001-369-004	Opioid Settlement	-		12,100.00	12,100.00	12,082.64	(17.36)	99.86%
001-369-901	WEX Fuel Credit	4,500.00	-		4,500.00	1,965.27	(2,534.73)	43.67%
		760,700.00	-	173,300.00	934,000.00	630,456.99	(303,543.01)	67.50%

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 25-26 ACTUALS (Unaudited) as of 5/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget			
Transfers In								
001-381-000	Transfers In (Building Fund)	84,000.00		-	84,000.00	-	(84,000.00)	0.00%
	Total Revenues	***24,264,783.00***	***-***	***376,300.00***	***24,641,083.00***	***21,361,712.60***	***(3,279,370.40)***	***86.69%***
Expenditures								
Village Council								
001-0100-511-11	Village Council Salaries	60,000.00			60,000.00	40,000.00	20,000.00	66.67%
001-0100-511-21	Payroll Taxes	4,600.00			4,600.00	3,060.00	1,540.00	66.52%
001-0100-511-31	Professional Services	175,500.00			175,500.00	116,135.00	59,365.00	66.17%
001-0100-511-40	Travel & Per Diem	20,000.00			20,000.00	4,920.51	15,079.49	24.60%
001-0100-511-41	Communications	4,200.00			4,200.00	1,832.48	2,367.52	43.63%
001-0100-511-48	PR / Advertising	85,000.00			85,000.00	69,962.30	15,037.70	82.31%
001-0100-511-51	Office Supplies & Expenses	3,500.00			3,500.00	1,948.20	1,551.80	55.66%
001-0100-511-54	Dues & Subscriptions	2,183.00		500.00	2,683.00	2,338.00	345.00	87.14%
001-0100-511-55	Training	6,500.00		(500.00)	6,000.00	325.00	5,675.00	5.42%
		361,483.00	***-***	***-***	***361,483.00***	***240,521.49***	***120,961.51***	***66.54%***
Village Attorney								
001-0200-514-31	Professional Services	700,000.00	-		700,000.00	298,553.52	401,446.48	42.65%
001-0200-514-41	Communications	2,200.00			2,200.00	1,216.80	983.20	55.31%
001-0200-514-51	Office Supplies & Expenses	150.00			150.00	-	150.00	0.00%
001-0200-514-54	Dues & Subscriptions	150.00			150.00	87.50	62.50	58.33%
		702,500.00	***-***	***-***	***702,500.00***	***299,857.82***	***402,642.18***	***42.68%***
Village Manager								
001-0300-512-12	Regular Salaries & Wages	599,898.00			599,898.00	362,774.00	237,124.00	60.47%
001-0300-512-13	Other Slaries & Wages	-	48,000.00		48,000.00	28,026.38	19,973.62	58.39%
001-0300-512-14	Overtime	50,500.00	(48,000.00)		2,500.00	105.05	2,394.95	4.20%
001-0300-512-21	Payroll Taxes	49,769.00			49,769.00	29,616.87	20,152.13	59.51%
001-0300-512-22	Retirement Contributions	122,586.00			122,586.00	68,687.76	53,898.24	56.03%
001-0300-512-23	Employee Insurance Premiums	99,927.00		10,000.00	109,927.00	86,001.73	23,925.27	78.24%
001-0300-512-31	Professional Services	153,500.00			153,500.00	97,410.55	56,089.45	63.46%
001-0300-512-40	Travel & Per Diem	6,900.00			6,900.00	2,625.92	4,274.08	38.06%
001-0300-512-41	Communications	6,460.00			6,460.00	4,587.10	1,872.90	71.01%
001-0300-512-42	Freight & Postage	600.00			600.00	114.79	485.21	19.13%
001-0300-512-46	Repair & Maintenance	81,000.00			81,000.00	17,728.00	63,272.00	21.89%
001-0300-512-48	PR / Advertising	10,000.00			10,000.00	3,237.32	6,762.68	32.37%
001-0300-512-49	Other Expenses	14,700.00		5,000.00	19,700.00	17,050.28	2,649.72	86.55%
001-0300-512-51	Office Supplies & Expenses	5,000.00			5,000.00	456.68	4,543.32	9.13%
001-0300-512-52	Operating Supplies	11,025.00			11,025.00	403.59	10,621.41	3.66%
001-0300-512-54	Dues & Subsciptions	54,065.00		(10,000.00)	44,065.00	31,695.24	12,369.76	71.93%
001-0300-512-55	Training	1,900.00			1,900.00	325.00	1,575.00	17.11%
		1,267,830.00	***-***	***5,000.00***	***1,272,830.00***	***750,846.26***	***521,983.74***	***58.99%***
Village Clerk								
001-0400-512-12	Regular Salaries & Wages	178,111.00			178,111.00	111,941.53	66,169.47	62.85%
001-0400-512-14	Overtime	10,000.00		(5,000.00)	5,000.00	447.00	4,553.00	8.94%
001-0400-512-21	Payroll Taxes	14,391.00			14,391.00	8,538.87	5,852.13	59.33%
001-0400-512-22	Retirement Contributions	24,877.00			24,877.00	16,782.35	8,094.65	67.46%
001-0400-512-23	Employee Insurance Premiums	35,765.00		30,000.00	65,765.00	55,248.67	10,516.33	84.01%
001-0400-512-31	Professional Services	1,150.00	5,000.00		6,150.00	5,835.00	315.00	94.88%
001-0400-512-40	Travel & Per Diem	3,500.00		2,500.00	6,000.00	4,147.99	1,852.01	69.13%
001-0400-512-41	Communications	2,800.00			2,800.00	1,534.31	1,265.69	54.80%
001-0400-512-42	Freight & Postage	100.00			100.00	26.92	73.08	26.92%
001-0400-512-48	PR / Advertising	3,000.00			3,000.00	968.60	2,031.40	32.29%
001-0400-512-49	Other Expenses	1,300.00		(1,300.00)	-	-	-	#DIV/0!
001-0400-512-51	Office Supplies & Expenses	6,500.00			6,500.00	4,032.42	2,467.58	62.04%
001-0400-512-54	Dues & Subscriptions	34,400.00	(5,000.00)		29,400.00	24,232.69	5,167.31	82.42%
001-0400-512-55	Training	2,500.00			2,500.00	1,595.00	905.00	63.80%
		318,394.00	***-***	***26,200.00***	***344,594.00***	***235,331.35***	***109,262.65***	***68.29%***

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited) as of 5/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
Finance								
001-0500-513-12	Regular Salaries & Wages	325,148.00			325,148.00	207,959.89	117,188.11	63.96%
001-0500-513-14	Overtime	4,250.00			4,250.00	1,112.05	3,137.95	26.17%
001-0500-513-21	Payroll Taxes	25,260.00			25,260.00	15,058.41	10,201.59	59.61%
001-0500-513-22	Retirement Contributions	45,618.00			45,618.00	31,159.73	14,458.27	68.31%
001-0500-513-23	Employee Insurance Premiums	105,539.00			105,539.00	71,712.03	33,826.97	67.95%
001-0500-513-24	Workers' Compensation	131,399.00			131,399.00	94,511.16	36,887.84	71.93%
001-0500-513-25	Unemployment Compensation	-		800.00	800.00	796.80	3.20	99.60%
001-0500-513-31	Professional Services	170,910.00	(12,000.00)		158,910.00	105,736.00	53,174.00	66.54%
001-0500-513-32	Accounting & Auditing Services	57,300.00			57,300.00	30,675.00	26,625.00	53.53%
001-0500-513-40	Travel & Per Diem	10,000.00		(3,500.00)	6,500.00	177.46	6,322.54	2.73%
001-0500-513-41	Communications	2,800.00			2,800.00	1,534.31	1,265.69	54.80%
001-0500-513-42	Freight & Postage	1,900.00			1,900.00	1,230.75	669.25	64.78%
001-0500-513-43	Utilities	39,600.00			39,600.00	25,360.05	14,239.95	64.04%
001-0500-513-44	Rentals & Leases	3,950.00		(1,000.00)	2,950.00	660.00	2,290.00	22.37%
001-0500-513-45	Insurance	615,000.00			615,000.00	426,698.22	188,301.78	69.38%
001-0500-513-48	PR / Advertising	2,100.00			2,100.00	227.00	1,873.00	10.81%
001-0500-513-49	Other Expenses	4,000.00	12,000.00	700.00	16,700.00	16,464.83	235.17	98.59%
001-0500-513-51	Office Supplies & Expenses	7,500.00			7,500.00	1,948.77	5,551.23	25.98%
001-0500-513-54	Dues & Subscriptions	27,185.00		7,000.00	34,185.00	31,551.06	2,633.94	92.30%
001-0500-513-55	Training	4,500.00		(4,000.00)	500.00	275.00	225.00	55.00%
		1,583,959.00	***-***	***-***	***1,583,959.00***	***1,064,848.52***	***519,110.48***	***67.23%***
Planning								
001-0600-515-12	Regular Salaries & Wages	672,912.00			672,912.00	361,875.48	311,036.52	53.78%
001-0600-515-14	Overtime	3,200.00			3,200.00	902.57	2,297.43	28.21%
001-0600-515-21	Payroll Taxes	51,723.00			51,723.00	27,052.20	24,670.80	52.30%
001-0600-515-22	Retirement Contributions	94,087.00			94,087.00	54,133.23	39,953.77	57.54%
001-0600-515-23	Employee Insurance Premiums	141,170.00			141,170.00	76,022.38	65,147.62	53.85%
001-0600-515-31	Professional Services	54,500.00			54,500.00	14,667.00	39,833.00	26.91%
001-0600-515-40	Travel & Per Diem	9,000.00			9,000.00	3,074.90	5,925.10	34.17%
001-0600-515-41	Communications	4,800.00			4,800.00	2,909.80	1,890.20	60.62%
001-0600-515-42	Freight & Postage	3,000.00			3,000.00	1,446.27	1,553.73	48.21%
001-0600-515-48	PR / Advertising	10,000.00			10,000.00	7,396.36	2,603.64	73.96%
001-0600-515-51	Office Supplies & Expenses	5,000.00			5,000.00	1,850.79	3,149.21	37.02%
001-0600-515-52	Operating Supplies	5,000.00			5,000.00	1,376.87	3,623.13	27.54%
001-0600-515-54	Dues & Subscriptions	45,900.00		2,000.00	47,900.00	45,398.44	2,501.56	94.78%
001-0600-515-55	Training	10,000.00		(2,000.00)	8,000.00	1,603.30	6,396.70	20.04%
		1,110,292.00	***-***	***-***	***1,110,292.00***	***599,709.59***	***510,582.41***	***54.01%***
IT & Communications								
001-0700-519-12	Regular Salaries & Wages	261,736.00			261,736.00	190,893.32	70,842.68	72.93%
001-0700-519-14	Overtime	5,000.00			5,000.00	1,786.49	3,213.51	35.73%
001-0700-519-21	Payroll Taxes	20,405.00			20,405.00	14,231.74	6,173.26	69.75%
001-0700-519-22	Retirement Contributions	36,722.00			36,722.00	29,712.64	7,009.36	80.91%
001-0700-519-23	Employee Insurance Premiums	68,361.00			68,361.00	12,224.25	56,136.75	17.88%
001-0700-519-31	Professional Services	222,000.00			222,000.00	164,982.93	57,017.07	74.32%
001-0700-519-40	Travel & Per Diem	5,000.00			5,000.00	2,580.97	2,419.03	51.62%
001-0700-519-41	Communications	52,600.00			52,600.00	31,383.60	21,216.40	59.66%
001-0700-519-44	Rentals & Leases	3,800.00		1,500.00	5,300.00	3,503.90	1,796.10	66.11%
001-0700-519-46	Repair & Maintenance	12,000.00			12,000.00	-	12,000.00	0.00%
001-0700-519-51	Office Supplies	3,500.00			3,500.00	443.38	3,056.62	12.67%
001-0700-519-52	Operating Supplies	25,000.00		(1,500.00)	23,500.00	6,974.98	16,525.02	29.68%
001-0700-519-54	Dues & Subscriptions	196,700.00			196,700.00	120,205.69	76,494.31	61.11%
001-0700-519-55	Training	11,000.00			11,000.00	1,425.00	9,575.00	12.95%
		923,824.00	***-***	***-***	***923,824.00***	***580,348.89***	***343,475.11***	***62.82%***
Local Law Enforcement (MCSO)								
001-0800-521-12	Regular Salaries & Wages	62,757.00			62,757.00	39,339.93	23,417.07	62.69%
001-0800-521-14	Overtime	750.00			750.00	256.14	493.86	34.15%
001-0800-521-21	Payroll Taxes	4,858.00			4,858.00	2,750.83	2,107.17	56.62%
001-0800-521-22	Retirement Contributions	8,805.00			8,805.00	5,896.99	2,908.01	66.97%
001-0800-521-23	Employee Insurance Premiums	34,914.00		(500.00)	34,414.00	(33.12)	34,447.12	-0.10%
001-0800-521-31	Professional Services *(MCSO Contract)*	3,474,321.00			3,474,321.00	2,316,214.00	1,158,107.00	66.67%
001-0800-521-40	Travel & Per Diem	500.00			500.00	-	500.00	0.00%
001-0800-521-41	Communications	7,400.00			7,400.00	4,231.42	3,168.58	57.18%
001-0800-521-42	Freight & Postage	50.00			50.00	2.37	47.63	4.74%
001-0800-521-46	Repair & Maintenance	4,000.00			4,000.00	2,067.46	1,932.54	51.69%
001-0800-521-51	Office Supplies & Expenses	1,000.00		500.00	1,500.00	460.23	1,039.77	30.68%
001-0800-521-52	Operating Supplies	90,000.00			90,000.00	58,913.41	31,086.59	65.46%
001-0800-521-54	Dues & Subcriptions	3,700.00			3,700.00	3,112.50	587.50	84.12%
		3,693,055.00	***-***	***-***	***3,693,055.00***	***2,433,212.16***	***1,259,842.84***	***65.89%***

Islamorada, Village of Islands
FY 25-26 Budget Amendment
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EXHIBIT A

Fund: 001 - General Fund		BUDGET				FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fire Rescue								
001-0900-522-12	Regular Salaries & Wages	3,861,972.00			3,861,972.00	2,676,805.73	1,185,166.27	69.31%
001-0900-522-13	Other Salaries & Wages	283,378.00			283,378.00	187,591.13	95,786.87	66.20%
001-0900-522-14	Overtime	505,543.00			505,543.00	200,062.12	305,480.88	39.57%
001-0900-522-21	Payroll Taxes	349,659.00			349,659.00	226,529.57	123,129.43	64.79%
001-0900-522-22	Retirement Contributions	1,581,978.00			1,581,978.00	1,114,574.96	467,403.04	70.45%
001-0900-522-23	Employee Insurance Premiums	998,796.00			998,796.00	374,956.50	623,839.50	37.54%
001-0900-522-31	Professional Services	199,000.00			199,000.00	142,723.71	56,276.29	71.72%
001-0900-522-40	Travel & Per Diem	25,000.00			25,000.00	12,248.07	12,751.93	48.99%
001-0900-522-41	Communications	58,900.00			58,900.00	36,745.65	22,154.35	62.39%
001-0900-522-42	Freight & Postage	2,000.00			2,000.00	14.54	1,985.46	0.73%
001-0900-522-43	Utilities	43,000.00			43,000.00	23,501.89	19,498.11	54.66%
001-0900-522-44	Rentals & Leases	190,102.00			190,102.00	190,101.60	0.40	100.00%
001-0900-522-45	Insurance	40,000.00			40,000.00	34,851.57	5,148.43	87.13%
001-0900-522-46	Repair & Maintenance	360,500.00			360,500.00	235,505.45	124,994.55	65.33%
001-0900-522-48	PR / Advertising	1,000.00			1,000.00	-	1,000.00	0.00%
001-0900-522-49	Other Expenses	4,000.00			4,000.00	181.74	3,818.26	4.54%
001-0900-522-51	Office Supplies & Expenses	4,000.00			4,000.00	1,362.26	2,637.74	34.06%
001-0900-522-52	Operating Supplies	348,484.00			348,484.00	251,737.25	96,746.75	72.24%
001-0900-522-54	Dues & Subscriptions	61,300.00			61,300.00	48,400.53	12,899.47	78.96%
001-0900-522-55	Training	40,000.00			40,000.00	7,103.03	32,896.97	17.76%
		8,958,612.00	***-***	***-***	***8,958,612.00***	***5,764,997.30***	***3,193,614.70***	***64.35%***
Code Compliance								
001-1100-524-12	Regular Salaries & Wages	141,322.00			141,322.00	86,420.70	54,901.30	61.15%
001-1100-524-14	Overtime	1,125.00			1,125.00	295.89	829.11	26.30%
001-1100-524-21	Payroll Taxes	10,867.00			10,867.00	6,208.52	4,658.48	57.13%
001-1100-524-22	Retirement Contributions	19,603.00			19,603.00	13,143.52	6,459.48	67.05%
001-1100-524-23	Employee Insurance Premiums	45,833.00			45,833.00	24,872.88	20,960.12	54.27%
001-1100-524-31	Professional Services	11,000.00		(3,000.00)	8,000.00	2,726.00	5,274.00	34.08%
001-1100-524-40	Travel & Per Diem	6,000.00		(1,000.00)	5,000.00	1,641.82	3,358.18	32.84%
001-1100-524-41	Communications	4,000.00		500.00	4,500.00	2,744.62	1,755.38	60.99%
001-1100-524-42	Freight & Postage	2,500.00			2,500.00	2,000.07	499.93	80.00%
001-1100-524-48	PR / Advertising	-		1,000.00	1,000.00	949.70	50.30	94.97%
001-1100-524-51	Office Supplies & Other Expenses	2,500.00			2,500.00	391.99	2,108.01	15.68%
001-1100-524-52	Operating Supplies	5,000.00		3,000.00	8,000.00	5,626.66	2,373.34	70.33%
001-1100-524-54	Dues & Subscriptions	30,450.00		400.00	30,850.00	30,775.89	74.11	99.76%
001-1100-524-55	Training	6,000.00		(900.00)	5,100.00	700.00	4,400.00	13.73%
		286,200.00	***-***	***-***	***286,200.00***	***178,498.26***	***107,701.74***	***62.37%***
Public Works - Roadway Maintenance								
001-1200-541-12	Regular Salaries & Wages	815,690.00			815,690.00	501,283.61 *	314,406.39	61.46%
001-1200-541-14	Overtime	18,250.00			18,250.00	9,496.15 *	8,753.85	52.03%
001-1200-541-21	Payroll Taxes	63,796.00			63,796.00	37,858.64 *	25,937.36	59.34%
001-1200-541-22	Retirement Contributions	114,441.00			114,441.00	77,085.06 *	37,355.94	67.36%
001-1200-541-23	Employee Insurance Premiums	290,889.00			290,889.00	207,919.51 *	82,969.49	71.48%
001-1200-541-31	Professional Services	50,000.00		(15,000.00)	35,000.00	-	35,000.00	0.00%
001-1200-541-40	Travel & Per Diem	5,000.00			5,000.00	3,651.71 *	1,348.29	73.03%
001-1200-541-41	Communications	16,400.00			16,400.00	9,126.32 *	7,273.68	55.65%
001-1200-541-42	Freight & Postage	200.00	2,000.00		2,200.00	1,677.44 *	522.56	76.25%
001-1200-541-43	Utilities	82,000.00		15,000.00	97,000.00	65,148.94 *	31,851.06	67.16%
001-1200-541-44	Rentals & Leases	9,000.00			9,000.00	315.76 *	8,684.24	3.51%
001-1200-541-46	Repair & Maintenance	271,500.00			271,500.00	143,395.10 *	128,104.90	52.82%
001-1200-541-48	PR/Advertising	500.00			500.00	-	500.00	0.00%
001-1200-541-51	Office Supplies	2,500.00			2,500.00	224.56 *	2,275.44	8.98%
001-1200-541-52	Operating Supplies	165,000.00	(2,000.00)		163,000.00	71,269.20 *	91,730.80	43.72%
001-1200-541-54	Dues & Subscriptions	17,000.00			17,000.00	8,644.00 *	8,356.00	50.85%
001-1200-541-55	Training	3,500.00			3,500.00	698.00 *	2,802.00	19.94%
001-1200-541-99	Allocation to Transportation Fund	1,135,008.00			1,135,008.00	*	1,135,008.00	0.00%
		3,060,674.00	***-***	***-***	***3,060,674.00***	***1,137,794.00***	***1,922,880.00***	***37.17%***

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 001 - General Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited) as of 5/31/2026	FINAL BUDGET v ACTUALS VARIANCE Favorable / (Unfavorable)	Actual as % of Budget Benchmark = 66.7%
Parks & Recreation								
001-1300-572-12	Regular Salaries & Wages	1,326,135.00		(21,400.00)	1,304,735.00	631,510.67	673,224.33	48.40%
001-1300-572-13	Other Salaries & Wages	57,929.00			57,929.00	4,491.93	53,437.07	7.75%
001-1300-572-14	Overtime	40,350.00			40,350.00	17,081.11	23,268.89	42.33%
001-1300-572-21	Payroll Taxes	108,968.00			108,968.00	48,842.62	60,125.38	44.82%
001-1300-572-22	Retirement Contributions	154,489.00			154,489.00	82,191.64	72,297.36	53.20%
001-1300-572-23	Employee Insurance Premiums	330,425.00			330,425.00	223,808.80	106,616.20	67.73%
001-1300-572-31	Professional Services	390,800.00			390,800.00	233,022.59	157,777.41	59.63%
001-1300-572-40	Travel & Per Diem	4,000.00			4,000.00	925.67	3,074.33	23.14%
001-1300-572-41	Communications	22,046.00			22,046.00	14,704.32	7,341.68	66.70%
001-1300-572-42	Freight & Postage	400.00			400.00	28.94	371.06	7.24%
001-1300-572-43	Utilities	381,000.00		20,000.00	401,000.00	268,294.38	132,705.62	66.91%
001-1300-572-44	Rentals & Leases	1,500.00		400.00	1,900.00	1,862.12	37.88	98.01%
001-1300-572-46	Repair & Maintenance	110,000.00			110,000.00	59,441.99	50,558.01	54.04%
001-1300-572-48	PR / Advertising	5,500.00		1,000.00	6,500.00	6,243.00	257.00	96.05%
001-1300-572-51	Office Supplies & Expenses	8,500.00			8,500.00	2,821.56	5,678.44	33.19%
001-1300-572-52	Operating Supplies	218,000.00			218,000.00	93,286.64	124,713.36	42.79%
001-1300-572-54	Dues & Subscriptions	17,200.00			17,200.00	14,537.54	2,662.46	84.52%
001-1300-572-55	Training	5,000.00			5,000.00	2,268.50	2,731.50	45.37%
001-1300-574-49	Special Events	75,000.00			75,000.00	56,785.45	18,214.55	75.71%
		3,257,242.00	***-***	***-***	***3,257,242.00***	***1,762,149.47***	***1,495,092.53***	***54.10%***
Transfers Out								
001-9000-581-01	Transfer to Transportation Fund (103)	1,114,853.00			1,114,853.00		1,114,853.00	0.00%
001-9000-581-06	Transfer to Debt Service Fund (200)	305,000.00			305,000.00	303,990.63	1,009.37	99.67%
001-9000-581-08	Transfer to Capital Projects Fund (300)	250,000.00	-		250,000.00		250,000.00	0.00%
	General Purchases	-			-	-		
	Landscape Mitigation	*250,000.00*			*250,000.00*	-		
001-9000-581-43	Transfer to Solid Waste Fund (102)				-		-	
		1,669,853.00	***-***	***-***	***1,669,853.00***	***303,990.63***	***1,365,862.37***	***18.20%***
	Total Expenditures	***27,193,918.00***	***-***	***31,200.00***	***27,225,118.00***	***15,352,105.74***	***11,873,012.26***	***56.39%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(2,929,135.00)***	***-***	***345,100.00***	***(2,584,035.00)***	***6,009,606.86***		
	Addition to / (Use of) Fund Balance					*1,007,420.20*		
Fund Balance - Ending, 9/30/2026 (Projected)								
001-280-000	Fund Bal - Nonspendable	176,194.83	-	85,967.11	262,161.94	166,073.59		
001-281-001	Fund Bal - Restricted - MCSO Training	76,004.00	-	3,623.43	79,627.43	78,029.86		
001-282-002	Fund Bal - Committed - Landscape Mitigation	723,009.00	-	(287,530.36)	435,478.64	683,599.78		
001-283-000	Fund Bal - Assigned - Hurricane Response	6,976,215.00	-	648,743.41	7,624,958.41	8,167,535.40		
001-284-000	Fund Bal - Unassigned	3,180,316.12	-	(105,703.59)	3,074,612.53	10,975,242.18		
		11,131,738.95	***-***	***345,100.00***	***11,476,838.95***	***20,070,480.81***		
		11,131,738.95	-	*345,100.00*	*11,476,838.95*	*20,070,480.81*		

Islamorada, Village of Islands
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May 31, 2026

EXHIBIT A

Fund: 101 - Impact Fee Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	520,216.17		62,000.00	582,216.17	581,920.01		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	387,736.64		(253,000.00)	134,736.64	134,572.26		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	1,037,846.13		(581,000.00)	456,846.13	456,635.65		
		1,945,798.94	***-***	***(772,000.00)***	***1,173,798.94***	***1,173,127.92***		
Revenues								
101-324-110	Impact Fees - Fire Rescue - Residential	30,000.00			30,000.00	24,346.18	(5,653.82)	81.15%
101-324-120	Impact Fees - Fire Rescue - Commercial	-		3,734.88	3,734.88	3,734.88	-	0.00%
101-324-310	Impact Fees - Transportation - Residential	40,000.00			40,000.00	28,046.13	(11,953.87)	70.12%
101-324-320	Impact Fees - Transportation - Commercial	-			-	-	-	0.00%
101-324-610	Impact Fees - Parks & Recreation - Residential	150,000.00			150,000.00	103,503.58	(46,496.42)	69.00%
101-324-620	Impact Fees - Parks & Recreation - Commercial	-			-	-	-	0.00%
101-361-000	Interest Revenue	75,000.00		-	75,000.00	34,218.56	(40,781.44)	45.62%
	Total Revenues	***295,000.00***	***-***	***3,734.88***	***298,734.88***	***193,849.33***	***(104,885.55)***	***64.89%***
Expenditures								
101-9000-581-91	Transfer to Cap Proj Fund	840,589.00			840,589.00	-	840,589.00	0.00%
	Parks & Rec (GTH Improvements)	***213,360.00***			***213,360.00***			
	Parks & Rec (Playground/Beach Project)	***152,229.00***			***152,229.00***			
	Fire Rescue-Generator Storage Building	***475,000.00***			***475,000.00***			
	Total Expenditures	***840,589.00***	***-***	***-***	***840,589.00***	***-***	***840,589.00***	***0.00%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(545,589.00)***	***-***	***3,734.88***	***(541,854.12)***	***193,849.33***		
	Addition to / (Use of) Fund Balance					0.00		
Fund Balance - Ending, 9/30/2026 (Projected)								
101-282-000	Fund Bal - Committed - Transportation Imp Fees	560,216.17	-	62,000.00	622,216.17	609,966.14		
101-282-001	Fund Bal - Committed - Fire Rescue Imp Fees	(57,263.36)	-	(249,265.12)	168,471.52	162,653.32		
101-282-002	Fund Bal - Committed - Parks & Rec Imp Fees	897,257.13	-	(581,000.00)	316,257.13	594,357.79		
		1,400,209.94	***-***	***(768,265.12)***	***1,106,944.82***	***1,366,977.25***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
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EXHIBIT A

Fund: 102 - Solid Waste Fund			BUDGET						
			FY 25-26 Adopted Budget	FY 24-25 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
							as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025									
102-282-000	Fund Bal - Committed		19,942.27		-	19,942.27	19,942.27		
			19,942.27	***-***	***-***	***19,942.27***	***19,942.27***		
Revenues									
102-325-101	Assessment Revenue		2,188,030.00			2,188,030.00	2,148,936.16	(39,093.84)	98.21%
102-361-000	Interest Revenue		5,000.00		2,545.76	7,545.76	7,545.76	-	100.00%
102-381-001	Transfer from General Fund		315,958.00			315,958.00	-	(315,958.00)	0.00%
		Total Revenues	***2,508,988.00***	***-***	***2,545.76***	***2,511,533.76***	***2,156,481.92***	***(355,051.84)***	***85.86%***
Expenditures									
102-1200-534-12	Regular Salaries & Wages		15,081.00			15,081.00	9,460.76	5,620.24	62.73%
102-1200-534-21	Payroll Taxes		1,154.00			1,154.00	710.50	443.50	61.57%
102-1200-534-22	Retirement Contributions		2,116.00			2,116.00	1,367.36	748.64	64.62%
102-1200-534-23	Employee Insurance Premiums		1,303.00			1,303.00	377.16	925.84	28.95%
102-1200-534-24	Workers' Comp Insurance		185.00			185.00	138.69	46.31	74.97%
102-1200-534-31	Professional Services		6,000.00			6,000.00	3,000.00	3,000.00	50.00%
102-1200-534-43	Solid Waste (Utility) Services		2,482,435.00	-		2,482,435.00	1,635,205.94	847,229.06	65.87%
102-1200-534-45	Insurance		215.00		-	215.00	161.13	53.87	74.94%
102-1200-534-48	Legal Advertisements		500.00		-	500.00	-	500.00	0.00%
		Total Expenditures	***2,508,989.00***	***-***	***-***	***2,508,989.00***	***1,650,421.54***	***858,567.46***	***65.78%***
		REVENUES OVER/(UNDER) EXPENDITURES	***(1.00)***	***-***	***2,545.76***	***2,544.76***	***506,060.38***		
		Addition to / (Use of) Fund Balance					17,085.60		
Fund Balance - Ending, 9/30/2026 (Projected)									
102-282-000	Fund Bal - Committed		19,941.27	-	2,545.76	22,487.03	526,002.65		
			19,941.27	***-***	***2,545.76***	***22,487.03***	***526,002.65***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 103 - Transportation Fund		BUDGET					
		FY 25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
					as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025							
103-281-001	Fund Bal - Restricted	40,510.73	-	40,510.73	40,510.73		
		40,510.73	***-***	***40,510.73***	***40,510.73***		
Revenues							
103-312-410	1st Local Option Fuel Tax	275,000.00		275,000.00	147,786.12	(127,213.88)	53.74%
103-312-420	2nd Local Option Fuel Tax	199,000.00		199,000.00	104,023.33	(94,976.67)	52.27%
103-334-002	FDOT Transit Development Grant	276,665.00		276,665.00	69,165.00	(207,500.00)	25.00%
103-334-420	FDOT Maintenance Contract	65,000.00		65,000.00	16,411.00	(48,589.00)	25.25%
103-335-120	State Revenue Sharing - Municipal Fuel	506,169.00		506,169.00	274,201.46	(231,967.54)	54.17%
103-338-000	MoCo ILA-Supplemental Gax Tax	22,000.00		22,000.00	11,118.00	(10,882.00)	50.54%
103-381-001	Transfer from General Fund (Half Cent Sales Tax)	1,114,853.00		1,114,853.00	-	(1,114,853.00)	0.00%
	Total Revenues	***2,458,687.00***	***-***	***2,458,687.00***	***622,704.91***	***(721,129.09)***	***25.33%***
Expenditures							
103-1200-541-01	Freebee Ridesharing Services	553,330.00	-	553,330.00	368,880.00	184,450.00	66.67%
103-1200-541-04	Road Elevation Planning Study	250,000.00	-	250,000.00	106,911.84	143,088.16	42.76%
103-1200-541-99	Public Works Roadways Allocation	1,135,008.07	-	1,135,008.07	-	1,135,008.07	0.00%
		1,938,338.07	-	1,938,338.07	475,791.84	1,462,546.23	24.55%
103-1200-581-01	Transfer to Govtl DS Fund	535,000.00		535,000.00	-	535,000.00	0.00%
	Total Expenditures	***2,473,338.07***	***-***	***2,473,338.07***	***475,791.84***	***1,997,546.23***	***19.24%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(14,651.07)***	***-***	***(14,651.07)***	***146,913.07***		
	Addition to / (Use of) Fund Balance				*131,281.08*		
Fund Balance - Ending, 9/30/2026 (Projected)							
103-281-001	Fund Bal - Restricted	25,859.66	-	25,859.66	187,423.80		
		25,859.66	***-***	***25,859.66***	***187,423.80***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
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EXHIBIT A

Fund: 104 - Affordable Housing Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025								
104-282-000	Fund Bal - Committed	1,485,769.91		*158,796.09*	1,644,566.00	1,644,565.72		
		1,485,769.91	***-***	***158,796.09***	***1,644,566.00***	***1,644,565.72***		
Revenues								
104-324-410	Impact Fees - Affordable Housing - Residential	100,000.00			100,000.00	79,618.01	(20,381.99)	79.62%
104-324-420	Impact Fees - Affordable Housing - Commercial	-		9,376.50	9,376.50	9,376.50	-	100.00%
104-361-100	Interest Revenue	75,000.00			75,000.00	54,797.33	(20,202.67)	73.06%
104-383-001	Aff Hsng Lease Proceeds	6,500.00			6,500.00	6,650.51	150.51	
	Total Revenues	***181,500.00***	***-***	***9,376.50***	***190,876.50***	***150,442.35***	***(40,434.15)***	***78.82%***
Expenditures								
104-0000-554-83	Grants & Aid to Private Citizens	60,000.00		20,000.00	80,000.00	50,000.00	30,000.00	62.50%
	Total Expenditures	***60,000.00***	***-***	***20,000.00***	***80,000.00***	***50,000.00***	***30,000.00***	***62.50%***
	REVENUES OVER/(UNDER) EXPENDITURES	***121,500.00***	***-***	***(10,623.50)***	***110,876.50***	***100,442.35***		
	Addition to / (Use of) Fund Balance					*378,173.69*		
Fund Balance - Ending, 9/30/2026 (Projected)								
104-282-000	Fund Bal - Committed	1,607,269.91	-	148,172.59	1,755,442.50	1,745,008.07		
		1,607,269.91	***-***	***148,172.59***	***1,755,442.50***	***1,745,008.07***		

Islamorada, Village of Islands
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May 31, 2026

EXHIBIT A

Fund 107 - Building Fund		BUDGET				FY25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025								
107-280-000	Fund Bal - Nonspendable	41,756.77		3,700.00	45,456.77	45,391.92		
107-281-000	Fund Bal - Restricted - Other Bldg Activities	541,868.22		(534,400.00)	7,468.22	7,399.76		
107-281-001	Fund Bal - Restricted - Fla Bldg Code Enf	293,372.36		7,200.00	300,572.36	300,518.21		
		876,997.35	**-**	**(527,200.00)**	**353,497.35**	**353,309.89**		
Revenues								
107-316-000	Contractor Registration Fees	27,500.00			27,500.00	13,445.00	(14,055.00)	48.89%
107-322-000	Building Permit Fees	1,980,000.00			1,980,000.00	1,249,830.29	(730,169.71)	63.12%
107-361-001	Interest Revenue	25,000.00			25,000.00	14,728.57	(10,271.43)	58.91%
107-369-000	Miscellaneous Revenue	-		8.46	8.46	8.46	-	100.00%
	Total Revenues	**2,032,500.00**	**-**	**8.46**	**2,032,508.46**	**1,278,012.32**	**(754,496.14)**	***62.88%***
Expenditures								
107-1000-524-12	Regular Salaries & Wages	676,087.00			676,087.00	377,784.67	298,302.33	55.88%
107-1000-524-14	Overtime	10,025.00			10,025.00	1,190.87	8,834.13	11.88%
107-1000-524-21	Payroll Taxes	52,504.00			52,504.00	27,974.03	24,529.97	53.28%
107-1000-524-22	Retirement Plan Contributions	100,464.00			100,464.00	55,140.71	45,323.29	54.89%
107-1000-524-23	Employee Insurance Benefits	156,309.00			156,309.00	73,177.96	83,131.04	46.82%
107-1000-524-24	Workers' Compensation	9,288.00		0.16	9,288.16	6,966.12	2,322.04	75.00%
107-1000-524-31	Professional Services	695,000.00	(1,000.00)		694,000.00	373,696.69	320,303.31	53.85%
107-1000-524-40	Travel & Per Diem	10,000.00			10,000.00	5,908.54	4,091.46	59.09%
107-1000-524-41	Communications	8,200.00			8,200.00	3,709.95	4,490.05	45.24%
107-1000-524-42	Freight & Postage	2,500.00			2,500.00	31.32	2,468.68	1.25%
107-1000-524-45	Insurance	14,000.00			14,000.00	8,971.32	5,028.68	64.08%
107-1000-524-46	Repair & Maintenance	2,000.00	1,000.00		3,000.00	2,569.84	430.16	85.66%
107-1000-524-48	PR / Advertising	2,500.00			2,500.00	-	2,500.00	0.00%
107-1000-524-51	Office Supplies & Other Expenses	2,000.00			2,000.00	974.53	1,025.47	48.73%
107-1000-524-52	Operating Supplies	6,500.00			6,500.00	2,729.08	3,770.92	41.99%
107-1000-524-54	Dues & Subscriptions	101,500.00			101,500.00	63,537.25	37,962.75	62.60%
107-1000-524-55	Training	7,500.00			7,500.00	1,836.99	5,663.01	24.49%
107-9000-581-01	Transfer to General Fund	84,000.00			84,000.00	-	84,000.00	0.00%
107-9000-581-02	Transfer to Capital Projects Fund	75,000.00			75,000.00	-	75,000.00	0.00%
	Total Expenditures	**2,015,377.00**	**-**	**0.16**	**2,015,377.16**	**1,006,199.87**	**1,009,177.29**	***49.93%***
	REVENUES OVER/(UNDER) EXPENDITURES	***17,123.00***	***-***	***8.30***	***17,131.30***	***271,812.45***		
	Addition to / (Use of) Fund Balance					*34,175.98*		
Fund Balance - Ending, 9/30/2026 (Projected)								
107-280-000	Fund Bal - Nonspendable	41,756.77		3,700.00	45,456.77	45,391.92		
107-281-000	Fund Bal - Restricted - Other Bldg Activities	576,491.22		(534,391.70)	42,099.52	279,212.21		
107-281-001	Fund Bal - Restricted - Fla Bldg Code Enf	295,872.36		7,200.00	303,072.36	304,589.76		
		914,120.35	***-***	***(527,191.70)***	***390,628.65***	***629,193.89***		

Islamorada, Village of Islands
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May 31, 2026

EXHIBIT A

Fund: 200 - Debt Service Fund		BUDGET					
		FY 25-26 Adopted Budget	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
					as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Revenues							
200-381-002	Transfer from Transportation Fund	535,000.00		535,000.00	-	(535,000.00)	0.00%
200-381-003	Transfer from General Fund	305,000.00	-	305,000.00	303,990.63	(1,009.37)	99.67%
	Total Revenues	***840,000.00***	***-***	***840,000.00***	***303,990.63***	***(536,009.37)***	***36.19%***
Expenditures							
200-0500-517-71	Principal	756,000.00	-	756,000.00	755,434.04	565.96	99.93%
	2013 Paving Loan	*450,000.00*	*-*	*450,000.00*			
	2012 Refunding of Series 2007	*306,000.00*	*-*	*306,000.00*			
200-0500-517-72	Interest	84,000.00		84,000.00	67,996.28	16,003.72	80.95%
	2013 Paving Loan	*78,000.00*	*-*	*78,000.00*			
	2012 Refunding of Series 2007	*6,000.00*	*-*	*6,000.00*			
	Total Expenditures	***840,000.00***	***-***	***840,000.00***	***823,430.32***	***16,569.68***	***98.03%***
	REVENUES OVER/(UNDER) EXPENDITURES	***-***	***-***	***-***	***(519,439.69)***		

Islamorada, Village of Islands
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May 31, 2025

EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Fund Balance - Beginning, 10/1/2025								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	4,455,103.63			4,455,103.63	4,455,103.63		
300-283-000	Fund Bal - Assigned	3,880,500.00			3,880,500.00	3,880,500.00		
		8,335,603.63	***-***	***-***	***8,335,603.63***	***8,335,603.63***		
Revenues								
300-312-600	Local Govt Discretionary Sales Surtax	$ 3,312,538.00	$ -	$ -	$ 3,312,538.00	$ 2,098,008.18	(1,214,529.82)	63.34%
	90% for Capital / Infrastructure Purposes	*2,981,284.20*		*-*	*2,981,284.20*	*1,888,207.36*		
	10% Limit for General Purposes	*331,253.80*		*-*	*331,253.80*	*209,800.82*		
300-361-100	Interest	250,000.00			250,000.00	167,589.55	(82,410.45)	67.04%
300-334-700	FDOT - Safe Streets for All Grant	80,000.00			80,000.00	-	(80,000.00)	
300-334-704	Stewardship Act Grant Proceeds	7,326,000.00	-	-	7,326,000.00	2,671,845.49	(4,654,154.51)	36.47%
	LPA##### - Canal #147			*-*	*-*			
	LPA##### - Canal #132			*-*	*-*	*-*		
	Lower Matecumbe Canal Restoration							
300-334-706	Legislative Funding	1,210,000.00		-	1,210,000.00	135,000.00	(1,075,000.00)	11.16%
300-337-701	TDC Bricks & Mortar Grant	933,800.00	-	-	933,800.00	-	(933,800.00)	0.00%
	ADA Inclusive Beach Playground /Beach Project					*-*		
	Pool Renovation					*-*		
300-381-000	Transfer from General Fund (001)	250,000.00		-	250,000.00	-	(250,000.00)	0.00%
	General Fund for General Capital Purchases			*-*	*-*	*-*		
300-381-001	Transfer from Building Fund (107)	75,000.00		-	75,000.00	-	(75,000.00)	
	Building Fund for General Capital Purchases			*-*	*-*	*-*		
300-381-101	Transfer from Impact Fee Fund	840,589.00			840,589.00	-	(840,589.00)	0.00%
	Fire (Storage Building)	*475,000.00*			*475,000.00*			
	Parks & Rec (GTH Improvements)	*213,360.00*		*-*	*213,360.00*			
	Parks & Rec (ADA Inclusive Beach Playground/Beach Prc	*152,229.00*		*-*	*152,229.00*			
300-388-100	Sale of General Capital Assets	-			-	-		
300-399-000	Use of Fund Balance	3,629,915.00			3,629,915.00	-		
		-			-		-	
	Total Revenues	***17,907,842.00***	***-***	***-***	***17,907,842.00***	***5,072,443.22***	***(9,205,483.78)***	***28.33%***
Expenditures								
Village Manager								
300-0300-512-63	Canal Restoration Project - #145	68,000.00			68,000.00	21,245.78	46,754.22	31.24%
300-0300-512-64	Capital Outlay - Village Manager	-	9,000.00	800.00	9,800.00	9,765.00	35.00	99.64%
300-0300-512-69	Canal Restoration Project - #132 (Injection Well)	183,000.00		3,500.00	186,500.00	186,383.50	116.50	99.94%
300-0300-512-71	Land Acquisition	25,000.00		(4,300.00)	20,700.00	-	20,700.00	0.00%
300-0300-512-72	Canal Restoration Project - #148	75,000.00			75,000.00	50,694.83	24,305.17	67.59%
300-0300-512-73	Sea Oats Beach Breakwater	105,000.00			105,000.00	57,100.00	47,900.00	54.38%
IT & Communications								
300-0700-519-64	Capital Outlay - IT & Communications	200,000.00			200,000.00	68,355.18	131,644.82	34.18%
	Replace AV Equipment for Village Meetings	***100,000***			***100,000***			
	Core Switch	***100,000***			***100,000***			
Local Law Enforcement (MCSO)								
300-0800-521-31	Prof Svcs - Local Law Enf (Vehicle Amortization)	150,000.00			150,000.00	96,112.64	53,887.36	64.08%
Fire Rescue								
300-0900-522-61	Saferoom & Floodproofing HMGP	92,930.00			92,930.00	-	92,930.00	0.00%
300-0900-522-62	Storage Building for Portable Generators	827,200.00	(9,000.00)	(35,000.00)	783,200.00	90,222.52	692,977.48	11.52%
300-0900-522-64	Capital Outlay - Fire Rescue	1,408,350.00			1,408,350.00	247,696.42	1,160,653.58	17.59%

Islamorada, Village of Islands
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EXHIBIT A

Fund: 300 - Capital Project Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Public Works								
300-1200-538-64	Capital Outlay Lower Matecumbe Culvert Project	9,000,000.00			9,000,000.00	5,974,014.07	3,025,985.93	66.38%
300-1200-541-64	Capital Outlay - Public Works	581,000.00			581,000.00	65,849.97	515,150.03	11.33%
	Scag 61" Mower x1	*14,500*			*14,500.00*			
	Equipment Trailer	*11,500*			*11,500.00*			
	Safe Streets for All	*80,000.00*			*80,000.00*			
	LMK Overseas Heritage Trail	*200,000.00*			*200,000.00*	*14,049.97*		
	Village Hall Public Restroom & Painting	*275,000.00*			*275,000.00*			
	Village Hall HVAC					*51,800.00*		
300-1200-541-66	Landscaping Projects	250,000.00			250,000.00	81,794.00	168,206.00	32.72%
300-1200-541-67	Green Turtle Hammock Improvements	213,360.00			213,360.00	61,380.19	151,979.81	28.77%
Parks & Recreation								
300-1300-572-64	Capital Outlay - Parks & Recreation	144,000.00			144,000.00	76,728.88	67,271.12	53.28%
	Impact Doors/Windows for Pool Building	*33,000.00*			*33,000.00*			
	Storage Shed 24 x 12	*19,000.00*			*19,000.00*			
	UV Sanitizer Filtration for Splash Pad	*60,000.00*			*60,000.00*			
	Robotic Pool Vacuum	*16,000.00*			*16,000.00*			
	P&R Management Software	*16,000.00*			*16,000.00*	*22,557.00*		
					-			
300-1300-572-65	Founders Park ADA Inclusive Playground	650,000.00			650,000.00	406,282.42	243,717.58	62.50%
	Founders Park ADA Inclusive Playground			10,000.00		*381,792.42*		
	Beach Bathroom Renovation/Expansion			25,000.00		*24,490.00*		
300-1300-572-73	Pool Renovation	3,060,000.00			3,060,000.00	1,873,687.99	1,186,312.01	61.23%
Transfers Out								
300-9000-581-93	Transfer to Wastewater Ent (402) Fund	1,000,000.00			1,000,000.00	91,494.43	908,505.57	9.15%
	Total Expenditures	***18,032,840.00***	***-***	***-***	***17,997,840.00***	***9,865,090.24***	***8,539,032.18***	***54.81%***
	REVENUES OVER/(UNDER) EXPENDITURES	***(124,998.00)***	***-***	***-***	***(89,998.00)***	***(4,792,647.02)***		
	Addition to / (Use of) Fund Balance					*392,979.40*		
Fund Balance - Ending, 9/30/2026 (Projected)								
300-282-001	Fund Bal - Restricted - Disc Sales Surtax	7,203,605.63	-	-	7,203,605.63	(5,409,986.61)		
300-283-000	Fund Bal - Assigned	1,007,000.00		-	1,007,000.00	3,880,500.00		
		8,210,605.63	***-***	***-***	***8,245,605.63***	***3,542,956.61***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 401 - Marina Enterprise Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY24-25 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
401-274-000	Net Position - Investment in Capital Assets	5,494,012.95		-	5,494,012.95	5,263,533.61		
401-276-000	Net Position - Unrestricted	(599,003.85)		-	(599,003.85)	1,407,585.73		
		4,895,009.10	***-***	***-***	***4,895,009.10***	***6,671,119.34***		
CASH & CASH EQUIVALENTS, Beginning 10/1/2025								
	Pooled Cash - Operating Account	1,753,056.00		-	1,753,056.00	1,752,056.00		
		1,753,056.00	***-***	***-***	***1,753,056.00***	***1,752,056.00***		
Revenues								
401-337-702	Monroe County Boating Improvement Grant	14,000.00		-	14,000.00	-	(14,000.00)	0.00%
401-347-501	Dock Usage Fee	1,030,000.00		-	1,030,000.00	746,308.18	(283,691.82)	72.46%
401-347-502	Diesel Fuel Sales	120,000.00		-	120,000.00	69,962.13	(50,037.87)	58.30%
401-347-503	Dock Utilities Charge	70,000.00		-	70,000.00	50,786.73	(19,213.27)	72.55%
401-347-504	Ramp Usage Fee	60,000.00		-	60,000.00	36,899.17	(23,100.83)	61.50%
401-347-505	Unleaded Fuel Sales	400,000.00		-	400,000.00	260,660.78	(139,339.22)	65.17%
401-347-506	Miscellaneous Revenue	10,000.00		-	10,000.00	5,445.62	(4,554.38)	54.46%
401-361-100	Interest	40,000.00		-	40,000.00	49,620.87	9,620.87	124.05%
	Total Revenues	***1,744,000.00***	***-***	***-***	***1,744,000.00***	***1,219,683.48***	***(524,316.52)***	***69.94%***
Expenses								
Debt Service								
401-1400-517-71	Debt Service Principal	13,215.00	1.00		13,216.00	13,215.05	0.95	99.99%
401-1400-517-72	Debt Service Interest	380.00	(1.00)		379.00	377.51	1.49	99.61%
Personnel								
401-1400-575-12	Regular Salaries & Wages	329,948.28			329,948.28	215,780.94	114,167.34	65.40%
401-1400-575-14	Overtime	10,500.00			10,500.00	8,634.01	1,865.99	82.23%
401-1400-575-21	Payroll Taxes	26,044.29			26,044.29	16,899.59	9,144.70	64.89%
401-1400-575-22	Retirement Contributions	46,291.74			46,291.74	31,444.60	14,847.14	67.93%
401-1400-575-23	Life & Health Insurance	111,110.94			111,110.94	96,404.88	14,706.06	86.76%
401-1400-575-24	Workers' Compensation	4,857.30			4,857.30	3,642.99	1,214.31	75.00%
Operating								
401-1400-575-31	Professional Services	30,000.00			30,000.00	2,520.00	27,480.00	8.40%
401-1400-575-41	Communications	15,500.00			15,500.00	8,214.05	7,285.95	52.99%
401-1400-575-43	Utilities	149,000.00			149,000.00	98,892.06	50,107.94	66.37%
401-1400-575-45	Insurance	141,000.00			141,000.00	106,564.64	34,435.36	75.58%
401-1400-575-46	Repairs & Maintenance	92,000.00			92,000.00	53,265.70	38,734.30	57.90%
401-1400-575-48	PR / Advertising	30,000.00			30,000.00	24,554.50	5,445.50	81.85%
401-1400-575-49	Other Expenses	95,000.00			95,000.00	64,883.56	30,116.44	68.30%
401-1400-575-51	Office Supplies	2,500.00			2,500.00	721.69	1,778.31	28.87%
401-1400-575-52	Operating Supplies	410,000.00			410,000.00	234,812.59	175,187.41	57.27%
401-1400-575-54	Dues & Subscriptions	3,250.00			3,250.00	673.00	2,577.00	20.71%
Capital Outlay								
401-1400-575-64	Machinery & Equipment	35,000.00	-		35,000.00	34,635.00	365.00	98.96%
		-			-			
401-1400-575-66	PYH Marina Boat Ramp	-		40,000.00	40,000.00	-		0.00%
		-			-	-		
401-1400-575-67	Shade Structure-Tiki Rehab	120,000.00			120,000.00	17,200.00	102,800.00	
		1,665,597.56	***-***	***-***	***1,665,597.56***	***1,033,336.36***	***632,261.20***	***62.04%***
	REVENUES OVER/(UNDER) EXPENSES	***78,402.44***	***-***	***-***	***78,402.44***	***186,347.12***		
	Addition to / (Use of) Net Position					*899,058.44*		
CASH & CASH EQUIVALENTS, Ending 9/30/2026								
	Pooled Cash - Operating Account	1,831,458.44	-	-	1,831,458.44	1,938,403.12		
		1,831,458.44	***-***	***-***	***1,831,458.44***	***1,938,403.12***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 402 - Wastewater Enterprise Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 25-26 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
402-274-000	Net Position - Investment in Capital Assets					72,358,012.46		
402-276-000	Net Position - Unrestricted					26,313,846.59		
						98,671,859.05		
CASH & CASH EQUIVALENTS, Beginning 10/1/2025								
	Pooled Cash - Operating Account	1,753,056.00		4,154,600.00	5,907,656.00	5,907,656.00		
		1,753,056.00		***4,154,600.00***	***5,907,656.00***	***5,907,656.00***		
Revenues								
402-325-101	NPK Assessment Principal/Payoff	376,500.00		-	376,500.00	5,767.84	(370,732.16)	1.53%
402-325-104	RSA Assessment Principal/Payoff	2,450,000.00		-	2,450,000.00	25,053.57	(2,424,946.43)	1.02%
402-325-106	Wastewater System Development Charges	45,000.00			45,000.00	25,505.93	(19,494.07)	56.68%
402-334-352	LPA0087 Stewardship Act Grant	4,125,000.00			4,125,000.00	34,427.84	(4,090,572.16)	0.83%
402-334-706	Legislative Funding	150,000.00			150,000.00	135,000.00	(15,000.00)	90.00%
402-343-501	Wastewater Service Charge	6,500,000.00			6,500,000.00	4,582,780.82	(1,917,219.18)	70.50%
402-343-502	Wastewater Infrastructure Fees	-	200,000.00	135,000.00	335,000.00	323,847.74	(11,152.26)	96.67%
402-361-100	Interest	350,000.00			350,000.00	169,445.22	(180,554.78)	48.41%
402-369-000	Miscellaneous Revenue	60,000.00			60,000.00	65,179.88	5,179.88	108.63%
402-381-000	Transfer from Capital Projects Fund	1,000,000.00		-	1,000,000.00	91,494.43	(908,505.57)	9.15%
402-388-200	Compensation for Loss of Capital Assets	-		13,621.20	13,621.20	13,621.20	-	100.00%
	Total Revenues	***15,056,500.00***	***200,000.00***	***148,621.20***	***15,405,121.20***	***5,472,124.47***	***(9,932,996.73)***	***35.52%***
Expenses								
Debt Service								
402-1500-517-71	Debt Service Principal	4,213,100.00			4,213,100.00	2,263,104.64	1,949,995.36	53.72%
402-1500-517-72	Debt Service Interest	1,131,600.00			1,131,600.00	55,828.83	1,075,771.17	4.93%
Personnel								
402-1500-535-12	Regular Salaries & Wages	576,589.00		-	576,589.00	361,586.38	215,002.62	62.71%
402-1500-535-14	Overtime	69,000.00			69,000.00	56,891.38	12,108.62	82.45%
402-1500-535-21	Payroll Taxes	49,388.00			49,388.00	30,670.04	18,717.96	62.10%
402-1500-535-22	Retirement Contributions	79,484.00			79,484.00	61,447.39	18,036.61	77.31%
402-1500-535-23	Life & Health Insurance	181,767.00			181,767.00	85,722.23	96,044.77	47.16%
402-1500-535-24	Workers' Compensation	8,866.00			8,866.00	6,649.29	2,216.71	75.00%
Operating								
402-1500-535-31	Professional Services	2,268,000.00			2,268,000.00	1,084,104.97	1,183,895.03	47.80%
402-1500-535-40	Travel & Per Diem	5,000.00			5,000.00	334.12	4,665.88	6.68%
402-1500-535-41	Communications	21,667.00			21,667.00	13,239.65	8,427.35	61.11%
402-1500-535-42	Freight & Postage	3,000.00			3,000.00	1,947.97	1,052.03	64.93%
402-1500-535-43	Utilities	180,000.00			180,000.00	137,323.34	42,676.66	76.29%
402-1500-535-44	Rentals & Leases	80,000.00			80,000.00	44,567.93	35,432.07	55.71%
402-1500-535-45	Insurance	384,498.00			384,498.00	252,232.59	132,265.41	65.60%
402-1500-535-46	Repairs & Maintenance	595,000.00	200,000.00	75,000.00	870,000.00	681,575.57	188,424.43	78.34%
402-1500-535-48	PR / Advertising	6,000.00			6,000.00	164.00	5,836.00	2.73%
402-1500-535-51	Office Supplies	2,000.00			2,000.00	399.95	1,600.05	20.00%
402-1500-535-52	Operating Supplies	510,000.00			510,000.00	288,100.01	221,899.99	56.49%
402-1500-535-54	Dues & Subscriptions	20,000.00			20,000.00	2,633.55	17,366.45	13.17%
402-1500-535-55	Training	10,000.00			10,000.00	-	10,000.00	0.00%
Capital Outlay								
402-1500-535-62	SCADA (Star Controls)	150,000.00			150,000.00	25,275.00	124,725.00	16.85%
402-1500-535-63	Capital Outlay - Infrastructure	1,040,000.00	-	-	1,040,000.00	517,565.00	522,435.00	49.77%
402-1500-535-64	Capital Outlay - Machinery & Equipment	60,000.00	-		60,000.00	33,620.70	26,379.30	56.03%
402-1500-535-65	NPK Pump Station Projects	4,125,000.00			4,125,000.00	68,749.83	4,056,250.17	1.67%
402-1500-535-66	Capital Outlay - Generator Storage Bldg.	61,000.00		61,000.00	122,000.00	73,952.50	48,047.50	
		15,830,959.00	***200,000.00***	***136,000.00***	***16,166,959.00***	***6,147,686.86***	***10,019,272.14***	***38.03%***
	REVENUES OVER/(UNDER) EXPENSES	***(774,459.00)***	***-***	***12,621.20***	***(761,837.80)***	***(675,562.39)***		
	Addition to / (Use of) Net Position					*93,521,850.43*		
CASH & CASH EQUIVALENTS, Ending 9/30/2026								
	Pooled Cash - Operating Account	978,597.00	-	4,167,221.20	5,145,818.20	5,232,093.61		
		978,597.00	***-***	***4,167,221.20***	***5,145,818.20***	***5,232,093.61***		

Islamorada, Village of Islands
FY 25-26 Budget Amendment
May 31, 2026

EXHIBIT A

Fund: 403 - Stormwater Fund		BUDGET						
		FY 25-26 Adopted Budget	FY 25-26 Approved Amendments	FY 24-25 Budget Amendment - Requested	Proposed FY 25-26 Amended Budget	FY 25-26 ACTUALS (Unaudited)	FINAL BUDGET v ACTUALS VARIANCE	Actual as % of Budget
						as of 5/31/2026	Favorable / (Unfavorable)	Benchmark = 66.7%
Net Position								
403-274-000	Net Position - Investment in Capital Assets					1,563,261.04		
403-276-000	Net Position - Unrestricted					650,895.33		
						2,214,156.37		
CASH & CASH EQUIVALENTS, Beginning 10/1/2025								
	Pooled Cash - Operating Account	773,400.00	-	(86,843.00)	686,557.00	686,557.00		
		773,400.00	***-***		***686,557.00***	***686,557.00***		
Revenues								
403-325-200	Stormwater Assessment	201,700.00			201,700.00	191,178.96	(10,521.04)	94.78%
403-361-000	Interest Revenue	15,000.00			15,000.00	19,563.98	4,563.98	130.43%
	Total Revenues	***216,700.00***	***-***		***216,700.00***	***210,742.94***	***(5,957.06)***	**97.25%**
Expenses								
Personnel								
403-1600-538-12	Regular Salaries & Wages	15,081.00			15,081.00	9,460.71	5,620.29	62.73%
403-1600-538-21	Payroll Taxes	1,154.00			1,154.00	711.05	442.95	61.62%
403-1600-538-22	Retirement Contributions	2,116.00			2,116.00	1,366.97	749.03	64.60%
403-1600-538-23	Life & Health Insurance	1,303.00			1,303.00	377.16	925.84	28.95%
403-1600-538-24	Workers' Compensation	186.00			186.00	139.74	46.26	75.13%
							-	#DIV/0!
Operating								
403-1600-538-31	Professional Services	167,000.00			167,000.00	63,824.15	103,175.85	38.22%
403-1600-538-43	Utilities	1,000.00			1,000.00	364.29	635.71	36.43%
403-1600-538-45	Insurance	220.00			220.00	162.33	57.67	73.79%
403-1600-538-46	Repair & Maintenance	20,000.00			20,000.00	3,200.00	16,800.00	16.00%
403-1600-538-48	PR / Advertising	1,000.00			1,000.00	-	1,000.00	0.00%
403-1600-538-52	Operating Supplies	5,000.00			5,000.00	-	5,000.00	0.00%
		214,060.00	***-***	***-***	***214,060.00***	***79,606.40***	***134,453.60***	**37.19%**
	REVENUES OVER/(UNDER) EXPENSES	***2,640.00***	***-***	-	***2,640.00***	***131,136.54***		
	Addition to / (Use of) Net Position					*8,861.66*		
CASH & CASH EQUIVALENTS, Ending 9/30/2026								
	Pooled Cash - Operating Account	773,400.00	-		689,197.00	817,693.54		
		773,400.00	***-***		***689,197.00***	***817,693.54***		

Council Communication

To: Mayor and Village Council
From: Hatti Jenkins, Finance Director
Date: September 8, 2026
SUBJECT: **Resolution Approving Renewal of Property, Casualty and Worker's Compensation Policies and Coverage and Pollution Liability TAB 6**

Background:
On August 8, 2018, the Village Council adopted Resolution No. 18-08-67, approving an agreement with Ben Few & Co., LLC ("Ben Few") to provide insurance and risk management services. Ben Few commenced services effective October 1, 2018, and subsequently prepared Request for Proposals (RFP No. 19-09) for the Village's Property and Casualty Insurance Program, including Workers' Compensation coverage, effective October 1, 2019.

Following the competitive solicitation process, the Village Council approved a proposal from World Risk Management ("WRM") through the Public Risk Management of Florida ("PRM") trust on September 19, 2019, with coverage beginning October 1, 2019.

The attached Resolution authorizes renewal of the Village's Property and Casualty Insurance Program, including Workers' Compensation and Pollution Liability coverage, through WRM and PRM effective October 1, 2026. The renewal proposal includes two coverage options. The first provides a one-year term with an overall premium reduction of 7.43 percent. The second offers a two-year coverage agreement with an overall premium reduction of 9.28 percent. Fiscal Year 2026-2027 will mark the eighth consecutive year that coverage has been provided through WRM/PRM.

Based on current conditions in the Florida insurance market, Ben Few Risk Managers recommends renewing the Village's existing coverage rather than undertaking a new competitive solicitation process at this time.

Analysis:
The attached Resolution would approve the renewal of the Village’s Property and Casualty Insurance Program, including general liability, property, workers’ compensation, and pollution liability coverage, through World Risk Management (WRM) and Public Risk Management of Florida (PRM) for a total annual premium of $934,568 under the proposed two-year coverage agreement. The Resolution would also authorize the Village Manager to execute the necessary documents to bind coverage effective October 1, 2026, and authorize the corresponding expenditure in the FY 2026-2027 Budget.

The proposed renewal represents a total premium reduction of $95,579, or 9.28%, compared to the FY 2025-2026 premium. The two-year coverage agreement provides the greatest cost

savings while offering rate stability through October 1, 2028, subject to the terms and conditions outlined in the proposal.

Budget Impact:
Premium payments are reflected in the following funds and expense accounts. The premiums for FY26-27 have been included in the proposed FY26-27 tentative budget. The premiums are allocated to each fund based upon total covered assets and personnel costs recorded in each fund when quarterly payments are made.

FUND NAME	COVERAGE TYPE	ACCOUNT NUMBER	ALLOCATION AMOUNT
General	Workers' Compensation	Acct# 001-0500-513-24	$ 139,808.07
General	Property & Casualty	Acct# 001-0500-513-45	$ 505,753.46
Solid Waste	Workers' Compensation	Acct# 102-1200-534-24	$ 186.80
Solid Waste	Property & Casualty	Acct# 102-1200-534-45	$ 222.13
Building	Workers' Compensation	Acct# 107-1000-524-24	$ 11,254.45
Building	Property & Casualty	Acct# 107-1000-524-45	$ 24,199.55
PYH Marina	Workers' Compensation	Acct# 401-1400-575-24	$ 5,737.22
PHY Marina	Property & Casualty	Acct# 401-1400-575-45	$ 78,783.48
Wastewater	Workers' Compensation	Acct# 402-1500-535-24	$ 9,692.48
Wastewater	Property & Casualty	Acct# 402-1500-535-45	$ 158,521.44
Stormwater	Workers' Compensation	Acct# 403-1600-538-24	$ 186.80
Stormwater	Property & Casualty	Acct# 403-1600-538-45	$ 222.13

Staff Impact:
If approved, the Finance Department will process and issue quarterly premium payments and continue to consult with Ben Few regarding claims and coverage issues.

Recommendation:
Staff recommends approval of the two-year coverage agreement.

Attachments:
1. Reso_FY26-27 PRM Renewal Rates
2. Exhibit A

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING THE RENEWAL OF PROPERTY, CASUALTY AND WORKER'S COMPENSATION POLICIES AND COVERAGE AND POLLUTION LIABILITY FROM WORLD RISK MANAGEMENT THROUGH PUBLIC RISK MANAGEMENT OF FLORIDA EFFECTIVE OCTOBER 1, 2026; AUTHORIZING PAYMENT OF THE ASSOCIATED RENEWAL PREMIUMS FOR FISCAL YEAR 2026-2027; AUTHORIZING VILLAGE OFFICIALS TO EXECUTE REQUIRED DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 19, 2019, the Village Council of Islamorada, Village of Islands (the "Village Council") passed and adopted Resolution No. 19-09-87, thereby approving the selection of World Risk Management ("WRM") through Public Risk Management of Florida ("PRM") for provision of Property, Casualty and Workers' Compensation insurance coverage to Islamorada, Village of Islands (the "Village'); and

WHEREAS, WRM/PRM has provided a cost proposal for coverages in FY 2026-2027 attached hereto as Exhibit A; and

WHEREAS, the Village Council finds that selection and acceptance of WRM/PRM's proposal at a total cost of $934,568.00 is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Proposal. The Village Council hereby approves WRM/PRM's proposal for renewal of coverages effective October 1, 2026. Section 3. Authorization of Village

Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of and to bind the coverages.

Section 3. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to pay the premium for the coverage from October 1, 2026 to September 30, 2027.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED ON THIS 8th DAY OF SEPTEMBER 2025.

Motion to adopt by _____, seconded by _____.

ISLAMORADA, VILLAGE OF ISLANDS
FINAL VOTE AT ADOPTION

Mayor Don Horton	_____
Vice Mayor Sharon Mahoney	_____
Councilman Steve Friedman	_____
Councilwoman Deb Gillis	_____
Councilwoman Anna Richards	_____

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT A

PUBLIC RISK MANAGEMENT OF FLORIDA

Village of Islamorada

Insurance Proposal
October 1, 2026 – October 1, 2027

Providing Comprehensive Coverage for Florida's Public Agencies



COUNTIES | MUNICIPALITIES | SPECIAL DISTRICTS

YOUR VOICE. **OUR COMMITMENT.**

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THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD

Named Insured

Village of Islamorada

NAMED INSURED DISCLOSURE

- Name Insured(s) should match State of Incorporation filing. Inform World Risk Management if there is a difference or change
- The First Named Insured policy status granted includes certain rights and responsibilities. These responsibilities do not apply to other Named Insureds on the policy. Some examples for First Named Insured status include; (1) being designated to act on behalf of all insureds for making policy changes, (2) receiving of correspondence, (3) distributing claim proceeds, and (4) making premium payments
- Additional named insured is (1) A person or organization, other than the first named insured, identified as an insured in the policy declarations or an addendum to the policy declarations. (2) A person or organization added to a policy after the policy is written with the status of named insured. This entity would have the same rights and responsibilities as an entity named as an insured in the policy declarations (other than those rights and responsibilities reserved to the first named insured).

Executive Summary

Introduction

About Public Risk Management of Florida

Public Risk Management of Florida (PRM) is a premier risk management and self-insurance pool, dedicated to serving governmental agencies across the State of Florida. Established under Florida Statutes Sections 768.28(6)(A), 624.4621, and 163.01, PRM is a member-driven organization that empowers its members with voting rights on critical organizational decisions.

PRM was founded in 1987 as the Southwest Florida Intergovernmental Risk Management Association, with the mission to provide a cost-effective alternative to the challenging commercial insurance market for government entities. The pooling structure offered by PRM ensures economies of scale, collaboration, and, most importantly, stability. In 1994, the organization rebranded to Public Risk Management of Florida to reflect its statewide growth and expanded services.

PRM's unwavering commitment to providing best-in-class risk management solutions is evident in its continuous evolution of coverage, resources, and services. Our member-run structure, combined with the expertise of PRM and WRM, positions us uniquely to meet and exceed the property and casualty insurance needs of Florida's governmental agencies.

About World Risk Management

PRM is exclusively supported by World Risk Management (WRM), a brokerage firm renowned for its expertise in the public entity sector. WRM is part of Accretive, which was part of the AssuredPartners (AP) family of companies, a national partnership of leading independent property & casualty and employee benefits brokerage firms. AssuredPartners was acquired by Arthur J. Gallager in August of 2025. WRM has developed a reputation as insurance industry leaders specializing in Public Agency, Aerospace & Aviation, Scholastic and Alternative Risk (e.g., pools, risk retention groups, captives, etc.). The WRM office houses the administrator and exclusive broker for five governmental or quasi-governmental insurance pools in the State of Florida and multiple other pools and trusts across the country, which total $5 billion of industry-specific premiums for property & casualty and employee benefits. WRM's team averages 15 years of experience working with public agencies, collectively amassing over 100 years of industry knowledge. This strategic partnership enables PRM to leverage exclusive relationships and economies of scale, ensuring that our clients receive optimal coverage options in the most cost-effective manner.

State of the Market

Property

The commercial property insurance market remains highly competitive in 2026, with increased insurer capacity, improved reinsurance conditions, and moderate catastrophe losses driving favorable renewal outcomes. Prior to June 1st, rate reductions of 20% were not uncommon. While the market remains soft, underwriting discipline is shifting its focus back to wind exposure, property valuations, roof condition, and resilience measures. The sharp decline in rates experienced over the last 12 months is beginning to level off. Whether that trend continues remains to be seen. However,

one thing remains constant, agencies that maintain accurate property data and invest in loss prevention continue to achieve the most favorable pricing and coverage terms.

Key Observations:

- Increased carrier competition continues to place downward pressure on rates.
- Catastrophe capacity has improved, resulting in greater limit availability and pricing flexibility.
- Well-managed accounts with favorable loss history are realizing premium reductions and broader coverage options.
- Coastal wind exposure and aging infrastructure remain primary underwriting considerations.
- High-quality underwriting data and documented mitigation efforts continue to differentiate the strongest risks.

Casualty

The commercial casualty insurance market remains challenging in 2026 despite increased competition in property, as insurers continue to contend with rising claim severity, social inflation, and nuclear verdicts. Insureds are generally experiencing modest rate increases for well-performing accounts, while entities with adverse loss experience or higher-risk operations continue to face underwriting scrutiny and higher pricing. High-risk services delivered by government agencies, such as law enforcement protection, maintaining public roads, firefighting, utility delivery, etc. in combination with public and societal views of government, all contribute to a challenging insurance environment. Insureds with strong claims management, effective safety programs, and favorable loss trends are best positioned to secure competitive renewal terms.

Key Observations:

- Liability renewals range from 5% to 15% plus depending on loss performance.
- Social inflation and large jury verdicts continue to drive insurer underwriting decisions.
- Strong safety initiatives, proactive claims management, and favorable loss experience remain key differentiators.
- Distracted driving/Increasing cost of parts and materials impacting the auto segment
- Auto liability severity continues to outpace rate adequacy
- Litigation Funding growing significantly
- Law Enforcement exposures remain a concern
- Concern over rise in Sexual Abuse & Misconduct (SAM) claims

Workers' Compensation

Workers' Compensation remains a profitable and stable class of business, with similar rate trends across both general industry and the public sector.

- NCCI rates continue to decline
- Loss severity increasing due to wage growth and medical inflation
- Renewals generally between -2% to 5% depending on loss performance

Cyber Liability

The market for the public sector is expected to grow in response to escalating ransomware attacks, data breaches and critical infrastructure disruptions. While the need for coverage will increase, the good news is that in the majority of regions, rates remain flat for most public entities. While the market has softened, most cyber insurance carriers continue to expect certain underwriting standards. Insureds that clearly demonstrate strong controls, governance, and incident response planning continue to achieve the best results.

Key Observations:

- Ransomware remains the dominant loss driver in general
- Recovery expenses such as Business Interruption, incident response, forensic/legal are cost drivers for the public sector
- Non-breach privacy claims have emerged as a key loss driver
- AI introducing new risk exposures

Underwriters remain focused on risk control such as MFA, EPD, and air gapping

Property

✓ Per Expiring Change or Improvement to Expiring	Property	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Total Insured Values	$58,606,596	$63,854,579
DEDUCTIBLES		
All Other Perils, Except		
- Auto Physical Damage	$1,000	✓
- Inland Marine	$1,000	✓
- All Other Flood – Per Unit	$1,000	✓
- Flood – Special Flood Hazard Areas	Excess of NFIP	✓
- Named Windstorm Per Unit Values Shall Apply	5%	✓
VALUATION		
Auto Physical Damage	Actual Cash Value / Replacement Cost	✓
Business Income	Actual Loss Sustained	✓
Coinsurance	None	✓
Inland Marine	Replacement Cost	✓
Real Property	Replacement Cost	✓
ASSOCIATION LIMITS		
All Perils, Coverage's and Insured's/Members combined – Per Occurrence, subject to the following sub-limits:	$250,000,000	✓
Flood – Per Occurrence Annual Aggregate	$50,000,000	**$100,000,000**
Flood Sublimit – Annual Aggregate - Contractors Equipment - Fine Arts - Licensed Vehicles - Unlicensed Vehicles	$5,000,000	✓
Flood Sublimit - Per Occurrence - Miscellaneous Unnamed Locations	$5,000,000	✓
Earthquake Shock Limit - Per Occurrence & In the annual aggregate	$10,000,000	✓
Wind/Hail Limit per occurrence Named Windstorm	$100,000,000	✓
Auto Physical Damage - On and Off Premises - Over the Road	Included $10,000,000	✓
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE…]		
Accidental Contamination	$250,000/$500,000	✓
Account Receivables	Included	✓
Animals - Unscheduled Animals	$50,000 for Any One Animal / $250,000 Per Occurrence	✓
Asbestos clean-up & Removal (Resultant)	Limited Coverage	✓
Automatic Acquisition Limit	$25,000,000	**$50,000,000**
Automatic Acquisition Limit for - Vehicles - Special Flood Hazard Areas	$10,000,000 $10,000,000 Annual Aggregate	✓
Building Ordinance - Undamaged portion of building	Included	✓
Business Interruption	$100,000,000	✓

✓ Per Expiring Change or Improvement to Expiring	Property EXPIRING October 1, 2025 TO October 1, 2026	Property RENEWAL October 1, 2026 TO October 1, 2027
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE…]		
Civil Authority within 10 miles of insured premise	30 Days	✓
Claim preparation expense	$1,000,000	**$2,000,000**
Contingent business interruption	$5,000,000 Except Tax Interruption Excluded	✓
Course of construction & Additions	$50,000,000 Excludes Frame Builders Risk	✓
Debris Removal	Included	✓
Demolition	Included	✓
Earth movement *except* - Vehicles, contractors Equipment, Fine Arts Combined	$50,000,000 Annual Aggregate $5,000,000 Combined Aggregate	**$100,000,000** **$5,000,000 Combined Aggregate**
Electronic Data Processing (EDP)	Included	✓
Errors & Omissions	$25,000,000	**$50,000,000**
Expediting Expense	$50,000,000	✓
Extended Period of Indemnity	180 Days	**365 Days**
Extra Expense	$50,000,000	**Included**
Fine Arts - Unscheduled Fine Arts	Included $2,500,000	✓
Fire Fighting Expense	Included	✓
- Improvement & Betterment	Included	✓
Increased Cost of Construction	$25,000,000	**Included**
Ingress & Egress Within 10 miles of insured premise	30 Days	✓
- Jewelry, Furs, & Precious Metals – Separately	$500,000	✓
Landscaping, Tees, Sand Traps, Greens, Athletic Greens *except* Unscheduled Landscaping, Tees, Sand Traps, Greens, Athletic Greens	$5,000,000 $1,000,000	✓
- Leasehold Interest	Included	✓
Miscellaneous Unnamed Locations *except* Special Flood Hazard Areas	$25,000,000 $10,000,000 Annual Aggregate	✓
- Mold (Resultant)	$35,000 Aggregate	**$50,000 Per Occurrence** **$150,000 Annual Aggregate**
Money and Securities	$2,500,000	✓
Off Premises Service Interruption including Extra Expense	$25,000,000	✓
Personal Effects	Included	✓
Personal Property of Others	Included	✓
Personal Property outside the USA	$1,000,000	✓
Protection and Preservation of Property	Included	✓
Property Off Premises	Included	✓
Signs	Included	✓
Transit	$25,000,000	✓
Tunnels, Bridges, Dams, Catwalks – Unscheduled	$500,000	✓
Valuable Papers and Records	Included	✓
Watercraft - Up to 27 feet, Unscheduled - Over 27 feet, Scheduled	$250,000 Unscheduled All Scheduled Included	✓

RATING EXPOSURES – NAMED WIND LOCATIONS		
PROPERTY INFORMATION		
TOTAL INSURANCE VALUES	**2025 – 2026**	**2026 – 2027**
TOTAL BUILDING VALUES	$42,271,017	$46,631,613
TOTAL CONTENT VALUES	$1,341,290	$1,486,500
DECLARED/PROP IN OPEN	$328,256	$1,578,914
EDP EQUIPMENT (HARDWARE)	$1,237,645	$1,421,900
BUSINESS INTERRUPTION/EXTRA EXPENSE	$1,000,000	$1,000,000
EQUIPMENT VALUES	$2,724,468	$2,944,494
AUTOMOBILE VALUES – ACTUAL CASH VALUE	$1,081,807	$1,169,045
AUTOMOBILE VALUES – REPLACEMENT COST	$8,622,113	$7,622,113
RENTAL VALUES	$0	$0
MISCELLANEOUS PROPERTY	$0	$0
TOTAL INSURABLE VALUES	$58,606,596	$63,854,579
		8.95%

Appraisal Costs are included within the PRM Program

Property Terrorism & Sabotage

✓ Per Expiring Change or Improvement to Expiring	Property Terrorism & Sabotage	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Lloyds of London	Lloyds of London
Limit Per Occurrence	$25,000,000	✓
Annual Aggregate	$25,000,000	✓
DEDUCTIBLES		
Per Occurrence	$10,000	✓
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE…]		
Business Interruption Sublimit	$25,000,000	✓
Civil or Military Authority Sublimit	$1,000,000, 30 Day(s), and 1 Mile(s)	✓
Debris Removal Expenses Sublimit	$250,000	✓
Decontamination Costs Excluding NCBR Sublimit	$250,000	✓
Demolition & Increased Cost of Construction Sublimit	$1,000,000	✓
Errors & Omissions Sublimit	$250,000	✓
Electronic Data Processing Media Sublimit	$1,000,000	✓
Extended Period of Indemnity Sublimit	$0 and 180 Day(s)	✓
Fine Art Sublimit	$ 250,000	✓
Ingress/Egress Sublimit	$ 1,000,000, 30 Day(s), and 1 Mile(s)	✓
Preservation of Property Sublimit	$ 250,000	✓
Professional Fees Sublimit	$ 250,000	✓
Relocation Expense Sublimit	$ 250,000	✓
Service Interruption Sublimit	$ 1,000,000, 30 Day(s), and 1 Mile(s)	✓
Transit Sublimit	$ 250,000	✓
Valuable Papers Sublimit	$ 250,000	✓
Accounts Receivable Sublimit	$ 250,000	✓
Asbestos Sublimit	$ 500,000	✓
Automatic Coverage Sublimit	$ 1,000,000 and 30 Day(s)	✓
Commissions, Profits, & Royalties Sublimit	$ 250,000	✓
Delay in Startup Costs Sublimit	$ 250,000	✓
Fire Protective Systems Sublimit	$ 10,000	✓
Green Building Additional Expense Sublimit	$ 250,000	✓
Key & Lock Expense Sublimit	$ 250,000	✓
Landscaping Sublimit	$ 10,000	✓
Loss of Attraction Sublimit	$0, 0 Day(s), and 0 Mile(s)	✓
Miscellaneous Unnamed Locations Sublimit	$ 1,000,000 and 30 Day(s)	✓
Newly Acquired Locations Sublimit	$ 1,000,000 and 90 Day(s)	✓
Property in Course of Construction Sublimit	$1,000,000	✓
Rental Income Sublimit	Not Included	✓
Soft Cost Sublimit	$250,000	✓

Unless otherwise specified, all sub-limits listed above apply on a per occurrence basis and are a part of, and not in addition to the Terrorism & Sabotage limit of liability

Active Shooter & Malicious Attack

✓ Per Expiring Change or Improvement to Expiring	Active Shooter & Malicious Attack	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Lloyds of London	Lloyds of London
Limit Per Occurrence	$2,000,000	✓
Annual Aggregate	$2,000,000	✓
DEDUCTIBLES		
Per Occurrence	$10,000	✓
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE…]		
Additional security Measures Sublimit	$250,000	✓
Counseling Sublimit	$250,000	✓
Public Relations Costs Sublimit	$250,000	✓
Miscellaneous Crisis Management Expenses Sublimit	$250,000	✓
Waiting Period	0 Hours	✓

Unless otherwise specified, all sub-limits listed above apply on a per occurrence basis and are a part of, and not in addition to the Active Shooter and Malicious Attack limit of liability

Equipment Breakdown

✓ Per Expiring Change or Improvement to Expiring	Equipment Breakdown	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Travelers	Travelers
Limit Per Accident	$50,000,000	**$150,000,000**
DEDUCTIBLES		
All Objects	$1,000	✓
Transformers 10,000 KVA	$10,000	$1,000
ASSOCIATION SUBLIMITS [NOT ALL INCLUSIVE…]		
Business Income Business Income "Period of Restoration extension"	$100,000 30 Days	**$50,000,000**
Contingent Business Interruption/Extra Expense	$250,000	✓
Spoilage Damage Coverage -Incl Utility Interruption Utility Interruption Spoilage coverage -waiting period	Included Total Limit Per Breakdown 4 Hours	✓
Errors in Description	$5,000,000	✓
Expediting Expense	✓	✓
Hazardous Substance	$2,000,000	✓
Electronic Data or Media	$250,000	✓
Newly Acquired Location – 90 Days	Included Total Limit Per Breakdown	✓
Ordinance or Law incl. Demolition Demolition Increased Cost of Construction	$1,000,000 Included with Undamaged Property Included with Undamaged Property	✓
Refrigerant Contamination	Included Total Limit Per Breakdown	✓
Water Damage	$ 250,000	**Included in Total Limit per Breakdown**
MAJOR PERILS EXCLUDED		
Earthquake, EC Perils, Flood, Freeze, Furnace Explosion, Lightning		

Crime

✓ Per Expiring Change or Improvement to Expiring	Crime	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Limit Per Occurrence	$500,000	✓
Annual Aggregate	Not Applicable	✓
DEDUCTIBLES		
Per Occurrence	$1,000	✓
LIMITS		
Employee Theft-Per Loss Coverage	$500,000	✓
Forgery or Alteration	$500,000	✓
Inside Premises-Theft of Money & Securities	$500,000	✓
Inside Premises-Robbery, Safe Burglary-Other Prop	$500,000	✓
Outside the Premises	$500,000	✓
Computer Fraud	$500,000	✓
Funds Transfer Fraud	$500,000	✓
Money Orders and Counterfeit Paper Currency	$500,000	✓
Impersonation Fraud / Social Engineering	$100,000	✓
CONDITIONS INCLUDED [NOT ALL INCLUSIVE]		
Faithful Performance of Duty, 45 Day Notice of Cancellation/10 Days Non-Payment, 60 Day Loss Report Requirement, No Minimum Premium Earned		

General Liability / Law Enforcement Liability

✓ Per Expiring Change or Improvement to Expiring	General Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Coverage Form	Occurrence	Occurrence
Limit per Occurrence	$2,000,000	✓
Annual Aggregate	Not Applicable	✓
DEDUCTIBLES		
Per Occurrence	$25,000	✓
SUBLIMIT		
Communicable Disease	$200,000 Per Claimant $300,000 Per Occurrence $300,000 Member Aggregate $3,000,000 Pool Aggregate	✓

✓ Per Expiring Change or Improvement to Expiring	Law Enforcement Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Coverage Form	Occurrence	Occurrence
Limit per Occurrence	$2,000,000	✓
Annual Aggregate	Not Applicable	✓
DEDUCTIBLES		
Per Occurrence	$25,000	✓

Association Aggregate of $100,000,000 for All Liability Coverages

Professional Liability

✓ Per Expiring Change or Improvement to Expiring	Public Officials Liability / Employment Practices Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Coverage Form	Claims Made	Claims Made
Limit per Claim	$2,000,000	✓
Annual Aggregate	$6,000,000	✓
Retro Date:	10/01/2019	✓
DEDUCTIBLES		
Per Occurrence	$25,000	✓
COVERAGE INCLUDES		
Employee Benefit Liability	Included	✓
SUBLIMIT		
Bert Harris	$300,000	✓
Bert Harris Annual Aggregate	$300,000	
Bert Harris Retro Date:	**10/01/2019**	✓
Inverse Condemnation	$100,000	✓
Inverse Condemnation Annual Aggregate	$100,000	
Inverse Condemnation Retro Date:	**10/01/2019**	✓
Non-Monetary Damages	$100,000	✓
None-Monetary Damages Annual Aggregate	$100,000	
Non-Monetary Damages Retro Date:	**10/01/2019**	✓
Sexual Misconduct	**EXCLUDED**	✓
Sexual Misconduct Annual Aggregate	**EXCLUDED**	✓
Sexual Misconduct Retro Date:	**N/A**	✓
Communicable Disease	$200,000 Per Claimant $300,000 Per Occurrence $300,000 Member Aggregate $3,000,000 Pool Aggregate	✓
Ethics Violations Reimbursement	$5,000 Per Commissioner $15,000 Per Member Aggregate $500,000 Pool Aggregate	✓

Association Aggregate of $100,000,000 for All Liability Coverages

The Annual Aggregate applies per Member for Employee Benefits, Employment Practices Liability & Public Officials Liability

Auto Liability

✓ Per Expiring Change or Improvement to Expiring	Auto Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
Coverage Form	Occurrence	Occurrence
Liability Combined Single Limit	$2,000,000	✓
Annual Aggregate	Not Applicable	✓
DEDUCTIBLES		
Per Occurrence	$5,000	✓
COVERAGE		
Personal Injury Protection (PIP)	Statutory	✓
Hired/Borrowed Liability	Included	✓
Non-Owned Liability	Included	✓
Medical Payments	Excluded	✓
Uninsured/Underinsured Motorist	Excluded	✓
Physical Damage – Comprehensive	Excluded	✓
Physical Damage - Collision	Excluded	✓
SUBLIMIT		
Take Home Vehicles	$200,000 Per Person $300,000 Per Occurrence	Included

Association Aggregate of $100,000,000 for All Liability Coverages

Excess Liability

	EXCESS LIABILITY
	RENEWAL October 1, 2026 TO October 1, 2027
CARRIER	PUBLIC RISK MANAGEMENT OF FLORIDA

COVERAGES INCLUDED

AUTO LIABILITY	EMPLOYEE BENEFITS LIABILITY	EMPLOYMENT PRACTICES LIABILITY
GENERAL LIABILITY	LAW ENFORCEMENT LIABILITY	PUBLIC OFFICIALS LIABILITY

EXCLUSIONS [INCLUDING BUT NOT LIMITED TO]

ABUSE OR MOLESTATION	EMPLOYERS' LIABILITY/WORKERS' COMPENSATION	POLLUTION LIABILITY
AIRPORT LIABILITY	FAILURE TO SUPPLY – UTILITIES	SILICA OR DUST
ASBESTOS	FUNGI OR BACTERIA	WAR
AUTOMOBILE FIRST PARTY COVERAGE	NURSING HOME	WHARFINGERS' LIABILITY
DAMS, LEVEES, DIKES OR RESERVOIRS	PROPERTY DAMAGE – REAL &/OR PERSONAL PROPERTY	

EXCESS LIMITS

LINE OF COVERAGE	LIMIT	EXCESS OF LIMITS	COVERAGE TRIGGER
AUTO LIABILITY	$3,000,000	$2,000,000	PER ACCIDENT
EMPLOYEE BENEFIT LIABILITY	$3,000,000	$2,000,000	PER CLAIM
EMPLOYMENT PRACTICES LIABILITY	$3,000,000	$2,000,000	PER CLAIM
GENERAL LIABILITY	$3,000,000	$2,000,000	PER OCCURRENCE
LAW ENFORCEMENT LIABILITY	$3,000,000	$2,000,000	PER OCCURRENCE
MISCELLANEOUS PROFESSIONAL	$3,000,000	$2,000,000	PER CLAIM

TERMS

THE ANNUAL AGGREGATE IS INCREASED TO $9,000,000 AND APPLIES PER MEMBER FOR EMPLOYEE BENEFITS, EMPLOYMENT PRACTICES LIABILITY & PUBLIC OFFICIALS LIABILITY. RETRO DATES FOR THE EXCESS LIABILITY LIMITS MAY VARY FROM THE UNDERLYING COVERAGE. PLEASE REFER TO YOUR DECLARATION PAGES FOR ANY APPLICABLE RETRO DATES.

Association Aggregate of $100,000,000 for All Liability Coverages

Workers' Compensation

✓ Per Expiring Change or Improvement to Expiring	Workers' Compensation	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Public Risk Management of Florida	Public Risk Management of Florida
DEDUCTIBLE		
Part A: Workers' Compensation	NIL	✓
Part B: Employers' Liability	NIL	✓
LIMIT		
Part A: Workers' Compensation - Medical - Disability - Death	Statutory	✓
Part B: Employers' Liability - Each Accident - Each Employee for Disease	$2,000,000 $2,000,000	✓
TERMS & CONDITIONS [NOT ALL INCLUSIVE]		
Broad Form All States	Included	✓
Maritime Coverage Endorsement	Included	✓
Voluntary Compensation Endorsement	Included	✓
ANNUAL POLICY AUDIT		
Composite Rate	0.0143144	0.0149657 1 YEAR/ 0.0146723 2 YEAR

Please note the Workers' Compensation period will be audited per the Composite Rate shown above per dollar of payroll on the Total Workers' Compensation premium, before any participation credits

PAYROLL			
CLASS CODE	DESCRIPTION	2025-2026 ESTIMATED PAYROLL	2026-2027 ESTIMATED PAYROLL
5509	STREET OR ROAD PAVING	$1,023,750	$1,074,938
6836	MARINA & DRIVERS	276,150	$289,958
7580	SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	602,700	$632,835
7704	FIREFIGHTERS & DRIVERS	4,137,000	$4,343,850
8810	CLERICAL OFFICE EMPLOYEES	3,582,600	$3,761,730
9102	PARK NOC - ALL EMPLOYEES & DRIVERS	1,323,000	$1,389,150
9410	MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	63,000	$66,150
	TOTAL PAYROLL	$11,008,200	$11,558,610
			5.00%

Cyber Liability

✓ Per Expiring Change or Improvement to Expiring	Cyber Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Great American	Great American
Coverage Form	Claims Made	Claims Made
Retro Date:	10/01/2018	10/01/2016
DEDUCTIBLES		
Per Claim	$20,000	✓
LIMITS		
Limit of Liability	$1,000,000	✓
Annual Aggregate	$1,000,000	✓
Pool Aggregate	$10,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
Business Income/Extra Expense	Included	✓
Cyber Extortion Threats	Included	✓
Media Liability	Included	✓
Public Relations Expense	Included	✓
Replacement/Restoration of Electronic Data	Included	✓
Security Breach Expense	Included	✓
Security Breach Liability [includes regulatory fines/penalties and PCI fines]	Included	✓

Pollution & Remediation Liability

✓ Per Expiring Change or Improvement to Expiring	Pollution & Remediation Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	Indian Harbor Insurance Co.	Indian Harbor Insurance Co.
Coverage Form	Claims Made	Claims Made
Retro Date:	10/01/1998	10/01/2016
DEDUCTIBLES		
Per Claim	$25,000	✓
LIMITS		
Limit of Liability Each Pollution Condition	$1,000,000	✓
Annual Aggregate	$2,000,000	✓
SUBLIMITS		
Emergency Remediation Expense	$250,000	✓
Emergency Remediation Expense Aggregate	$1,000,000	✓
COVERAGE [INCLUDING BUT NOT LIMITED TO]		
Contingent Transportation Coverage	Included	✓
Legal Defense Expense	Included	✓
On Premises & Off Premises Remediation Legal Liability	Included	✓
Pollution Legal Liability	Included	✓
Storage Tanks	Included	✓

Purchases Separate Standalone Policy

Airport Owners & Operators Liability

✓ Per Expiring Change or Improvement to Expiring	Airport Owners & Operators Liability	
	EXPIRING **October 1, 2025 TO October 1, 2026**	**RENEWAL** **October 1, 2026 TO October 1, 2027**
Carrier	ACE Property & Casualty Insurance Co.	ACE Property & Casualty Insurance Co.
Coverage Form	Occurrence	Occurrence
FAA ID State Name	Not Applicable	Not Applicable
DEDUCTIBLES		
Per Occurrence	NIL	✓
LIMITS		
Limit of Liability	$2,000,000	✓
Annual Aggregate	Not Applicable	✓
SUBLIMITS		
Products – Completed Operations Aggregate	$2,000,000	✓
Personal Injury & Advertising Injury Aggregate	$2,000,000	✓
Malpractice Aggregate	$2,000,000	✓
Fire Damage	$100,000	✓
Medical Expense Any One Person	$1,000	✓
Hangarkeepers Any One Occurrence	$1,000,000	✓
Hangarkeepers Any One Aircraft	$1,000,000	✓
Non-Owned Aircraft Liability	$2,000,000	✓
CONDITIONS [NOT ALL INCLUSIVE]		
60 days notice of cancellation, non-renewal or reduction in coverage by insurer, but 10 days notice for no-payment of premium		

Not Purchased

Exposure Change - Recap

EXPOSURE CHANGE – RECAP			
EXPOSURE	**2025 – 2026**	**2026 – 2027**	**% CHANGE**
PROPERTY TIV	$58,606,596	$63,854,579	8.95%
TOTAL PAYROLL	$11,008,200	$11,558,610	5.00%

Disclosures

This proposal of insurance is provided as a matter of convenience and information only. All information included in this proposal, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to World Risk Management by you. This proposal does not reflect any independent study or investigation by World Risk Management or its agents and employees.

Please be advised that this proposal is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal, whether or not this offer has already been accepted.

This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. World Risk Management will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Request to Bind Coverage – One Year Pricing

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	$704,131	$586,895		☐
EQUIPMENT BREAKDOWN	$4,118	$3,244		☐
LIABILITY	$182,922	$205,705		☐
WORKERS' COMPENSATION	$157,576	$172,983		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-$18,600	-$15,263		☐
GRAND TOTAL	$1,030,147	$953,564	-7.43%	

OPTIONAL / ANCILLARY COVERAGES	UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.			
$10K WC DEDUCTIBLE	N/A	-$22,000		☐
$50K LIABILITY DEDUCTIBLE EXCLUDING AUTO	N/A	-$27,000		☐
$10K AUTO LIABILITY DEDUCTIBLE	N/A	-$3,000		☐
STOP LOSS IF ALL DEDUCTIBLES TAKEN	N/A	$300,000		☐
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY (INVOICED SEPARATELY)	$26,536	TBD		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Signature of Authorized Representative	Printed Name of Authorized Representative
Title of Authorized Representative	Dated

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD

Request to Bind Coverage – Two Year Coverage Agreement

We have reviewed the proposal and agree to the terms and conditions of the coverages presented. We are requesting coverage to be bound as outlined by coverage line below:

PREMIUM BREAKDOWN				
LINE OF COVERAGE	2025 – 2026	2026 – 2027	% CHANGE	BIND COVERAGE FOR
PROPERTY & CRIME	$704,131	$575,387		☐
EQUIPMENT BREAKDOWN	$4,118	$3,180		☐
LIABILITY	$182,922	$201,672		☐
WORKERS' COMPENSATION	$157,576	$169,591		☐
PREFERRED MEMBER PARTICIPATION CREDIT	-$18,600	-$15,263		☐
GRAND TOTAL	$1,030,147	$934,568	-9.28%	

OPTIONAL / ANCILLARY COVERAGES	UNLESS INDICATED AS INCLUDED, THE COST OF COVERAGES REFERENCED BELOW ARE IN ADDITION TO, AND NOT A PART OF THE GRAND TOTAL ABOVE.			
$10K WC DEDUCTIBLE	N/A	-$22,000		☐
$50K LIABILITY DEDUCTIBLE EXCLUDING AUTO	N/A	-$27,000		☐
$10K AUTO LIABILITY DEDUCTIBLE	N/A	-$3,000		☐
STOP LOSS IF ALL DEDUCTIBLES TAKEN	N/A	$300,000		☐
CYBER LIABILITY	INCLUDED	INCLUDED		☐
POLLUTION LIABILITY (INVOICED SEPARATELY)	$26,536	TBD		☐
AVIATION LIABILITY	NOT APPLICABLE	NOT APPLICABLE		☐

Payment Plan: PRM allows their members to pay their total costs in four (4) quarterly installments. The first installment is due at the inception and is equal to 25% of all costs. The remaining costs will be paid over the next three (3) quarters.

This warrants that you have no knowledge of any claim or incident that may result in a claim that has not been reported to the insurance carrier.

It is understood and agreed that referenced proposal provides only a summary of the insurance program options offered. The actual policies will contain the complete terms, conditions, deductibles, exclusions, etcetera. Please review policy language for a full understanding of purchased program.

Signature of Authorized Representative	Printed Name of Authorized Representative
Title of Authorized Representative	Dated

THIS DOCUMENT IN ITS ENTIRETY IS CONFIDENTIAL & PROPRIETARY IN NATURE - NOT FOR PUBLIC RECORD

Two Year Coverage Agreement

PRM is offering a Two-Year Coverage Agreement option, with rates, not premiums, guaranteed to remain the same for the 10/1/2027 to 10/1/2028 Coverage Period [Coverage Periods (i) 10/1/2026 12:01am to 10/1/2027 12:01am (ii) 10/1/2027 12:01am to 10/1/2028 12:01am].

This Two-Year agreement does not constitute a bar on the ability of a PRM member to withdraw from the PRM Pool.

This Two-Year Agreement is subject to the following, for Liability, Property & Workers' Compensation:

LIABILITY
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 3. PRM incurred loss ratio = paid losses and claim reserves divided by annual liability premium. 4. If members loss ratio is breached, PRM reserves the right to re-underwrite. 5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.** 6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 7. Premiums are subject to change based on increases/decreases in payroll.
PROPERTY (INCLUDING B&M AND PRIMARY CRIME)
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. If PRM's Property renewal rate at June 1, 2027 increases by more than 12.5% PRM reserves the right to re-underwrite. 3. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027. 4. PRM incurred loss ratio = paid losses and claim reserves divided by annual Property premium. 5. If members loss ratio is breached, PRM reserves the right to re-underwrite. 6. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.** 7. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement. 8. Premiums are subject to change based on increases/decreases in TIV. 9. Two Year Agreement applies to both Wind and Ex-wind rates.
WORKERS' COMPENSATION
1. A terrorist event or some other disaster that would cause PRM to become un-insurable/re-insurable or if said event severely crippled the world capacity making insurance/reinsurance unaffordable, substantial increase in cost or unavailable. 2. 30% incurred loss ratio for the renewal period of October 1, 2024 to October 1, 2027. Loss ratio will be evaluated using losses valued as of June 30, 2027.

3. PRM incurred loss ratio = paid losses and claim reserves divided by annual Work Comp premium.
4. If members loss ratio is breached, PRM reserves the right to re-underwrite.
5. This does not negate the need to provide updated exposure information via the PRM Renewal Application. **Rates remain the same, but premiums will vary based on exposure information.**
6. All lines of Coverage (Liability (AL, GL & E&O), Property & WC) must be purchased to bind the 2-year Coverage Agreement.
7. Premiums are subject to change based on increases/decreases in payroll.

In the event the Member cancels one, or all lines of coverage prior to 10/1/2027 12:01am, a penalty equal to 60 days premium of All line(s) of coverage shall apply. This penalty shall apply regardless of when notice of cancellation is given, or the effective date of such cancellation; however, this penalty shall not serve as a prohibition or bar to the PRM member withdrawing from the PRM Pool.

By signing this Two-Year Coverage Agreement, you agree to the terms and conditions listed above.

Signature of Authorized Representative	Printed Name of Authorized Representative
Title of Authorized Representative	Dated

Council Communication

To: Mayor and Village Council
From: Jamie Terry, Human Resources Director
Date: September 8, 2026
SUBJECT: **Resolution Approving Revisions to Village Personnel Policy Manual TAB 7**

Background:
Employee engagement surveys conducted during the first and second quarters of 2026 highlight a meaningful opportunity to enhance employee satisfaction, retention, and workplace flexibility. The results indicate varying levels of satisfaction with current time-off benefits, holiday schedules, and employee incentives, with employees in the Marina and Parks & Recreation departments reporting greater challenges in taking time off due to operational workloads. At the same time, survey respondents expressed strong interest in additional benefits, including floating holidays and professional development incentives. Across multiple departments, employees consistently identified expanded holiday options and greater flexibility in time-off policies as priorities that would better support work-life balance, improve morale, and help align organizational practices with employees' personal and professional needs. These findings suggest that targeted enhancements to leave and incentive programs could have a positive impact on employee engagement and overall organizational effectiveness.

Revision 1 updates the current Personnel Policy Manual (adopted by resolution 25-05-36) to improve clarity, align terminology, and address employee-benefit and conduct provisions.

Analysis:
The primary policy changes are concentrated in the Vacation Leave, and Outside Employment/Contractual Relationships sections, with additional editorial refinements throughout the manual.

- Vacation leave revised: Vacation leave accrual has been converted from days to hours for clearer administration. It updates the number of hours a new employee (0-1 yr) and a long-term employee (15+ years) earn annually. This change benefits longevity.
- Outside employment expanded and strengthened: The Outside Employment/Contractual Relationships section now expressly includes self-employment, clarifies approval and disclosure expectations, restricts use of Village resources and non-public information, and adds disciplinary consequences for violations or conflicts of interest.
- Editorial and consistency updates: The revision also includes non-substantive edits to improve grammar, readability, title consistency, and terminology across sections such as Public Records, Use of Village Vehicles, Reporting Discrimination and/or

Harassment, Workers' Compensation, Administrative Leave, COBRA, FMLA, Drug-Free Workplace, and Employee Complaint Procedure.

Overall, Revision 1 is intended to make the manual easier to administer, provide employees with clearer expectations, and ensure consistent references to Village roles and procedures while preserving the policy intent except where specific substantive changes are identified above.

The notable changes are outlined in the revision table below:
Revision Table

Related Section	Revision/Addition	Comments
Vacation	Revision	Revised accrual – from "days" to "hours" per year. Added 0-1 years of service with a limited number of hours during the probationary period and added new category beyond 15 years of service adding an additional week to recognize longevity. Page 32.
Outside Employment/Contractual Relationships	Revision	Revised to include self-employment and disciplinary measures. Page 9-10

Budget Impact:
The majority of changes are administrative in nature. The additional week of vacation for longevity, may have overtime implications in departments whose operation requires full compliment staffing.

Staff Impact:
The revision clarifies employee responsibility when entering into or accepting outside employment opportunities.

Recommendation:
Village staff recommends approval of the revised Employee Policy Manual authorizing the Village Manager to implement the changes.

Attachments:
1. Employee Policy Revision Resolution
2. Islamorada Employee Policies Procedures _ REV1 EXHIBIT A

RESOLUTION NO. 26-09-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ADOPTING AN UPDATED VILLAGE PERSONNEL POLICY MANUAL; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PERSONNEL POLICY MANUAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Islamorada, Village of Islands (the "Village"), is a "Public Employer" as defined by Subsection 447.203(2), Florida Statutes, and currently employs approximately one hundred and nineteen (119) full-time employees; and

WHEREAS, approximately thirty-seven (37) of the full-time employees are covered by a collective bargaining agreement pursuant to Chapter 447, Florida Statutes; and

WHEREAS, the Village Human Resources Director, along with the Village Manager have recommended updates to the 2025 Personnel Policy Manual adopted by resolution 25-05-36; and

WHEREAS, the policies are intended to apply to Village employees that are not covered by employment agreements and/or collective bargaining agreements that are in conflict with the Personnel Policy Manual; and

WHEREAS, the policies contained in the updated Personnel Policy Manual (the "Manual", attached hereto as Exhibit "A" and incorporated herein by this reference, are general guidelines for the Village's current employment practices and workplace procedures; and

WHEREAS, the updated Manual and the policies and procedures set forth therein shall be and become effective on October 1, 2026; and

WHEREAS, the Village Council finds that adoption of the updated Manual is in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approving Updated Personnel Policy Manual. The Village Council hereby approves the updated Personnel Policy Manual, a copy of which is attached hereto as Exhibit "A, together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Authorization of Village Officials**. The Village Manager or designee and the Village Attorney are hereby authorized to take all actions necessary to implement the terms and conditions of the Personnel Policy Manual.

Section 4. Effective Date. This Resolution shall become effective on October 1, 2026.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Islamorada, Village of Islands

Personnel Policy Manual

2025 (Rev. 1)

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Preamble

ADMINISTRATION CODE OF ETHICS

An employee in the public service must always demonstrate the highest standards of personal integrity, truthfulness, honesty, and fortitude in all public activities to inspire public confidence and trust in public institutions.

Perceptions of others are critical to the reputation of an individual or a public agency. Nothing is more important to public administrators than the public's opinion about their honesty, truthfulness, and personal integrity. It overshadows competence as the premier value sought by citizens in their public officials and employees.

Any individual or collective compromise with respect to these character traits can damage the ability of an agency to perform its tasks or accomplish its mission. The reputation of the administrator may be tarnished. Effectiveness may be impaired. A career or careers may be destroyed.

The best insurance against loss of public confidence is adherence to the highest standards of integrity, honesty, truthfulness, and fortitude.

Public administrators are obliged to develop civic virtues because of the public responsibilities they have sought and obtained. Respect for the truth, for fairly dealing with others, for sensitivity to rights and responsibilities of citizens and for the public good must be generated and carefully nurtured and matured.

If one is responsible for the performance of others, the reasons for the importance of integrity must be shared with them. They must be held to high ethical standards and taught the moral as well as the financial responsibility for the public funds under their care.

If one is responsible only for their own performance, then they must not compromise honesty and integrity for advancement, honors, or personal gain.

We must strive to be discreet, respectful of proper authority and our appointed or elected superiors, and sensitive to the expectations and the values of the public we serve.

We must follow the Golden Rule: do unto others as we would have others do unto us in similar circumstances.

One should be modest about their talents, letting the work speak for itself, and be generous in praising the good work of peers and associates. We must be ever mindful to guard the public purse as if it were our own.

No matter whether an official or an employee, by our own example, we should give testimony to our regard for the rights of others, acknowledging their legitimate responsibilities and not trespassing upon them. We must concede gracefully, quickly, and publicly when we have erred and be fair and sensitive to those who have not fared well in their dealings with our agencies and their applications of the law, regulations, or administrative procedures.

The only gains one should seek from public employment are salaries, fringe benefits, respect, and recognition for work. One's personal gains may also include the infinite pleasure of doing a good job, helping the public, and achieving career goals.

No elected or appointed public servant should borrow or accept gifts from the staff or any corporation which buys services from, or sells to, or is regulated by his or her governmental agency. If one's work brings him or her into frequent contact with firms supplying the government, he or she must be sure to pay his or her own expenses.

Public property, funds, and power should never be directed toward personal or political gain. We must make it clear by our own actions that we will not tolerate any use of public funds to benefit oneself, family or friends, and finally, we must serve the public with respect, concern, courtesy and responsiveness, recognizing that service to the public is beyond service to oneself.

VILLAGE MISSION

- To Protect the Residents' Right to Quiet Enjoyment of Life
- To Plan for Enhancing Our Village Character
- To Preserve Our Community; Its People, Natural Resources, and Pride
- To Provide Basic Services to Support our Quality of Life

Introduction

Authority

Consistent with the Village Charter, the Village Council has directed the Village Manager to implement a specific personnel system to ensure uniform, fair, and effective personnel administration in compliance with federal, state, and local laws. None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

Purpose

The purpose of the Personnel Policy (the Policy) is to establish guidelines covering most personnel actions that may arise. The final interpretation and application of any of the policies and procedures shall be made by the Village Manager or their designee. The Policy is not applicable to elected officials, with the exception of “Reporting Discrimination and/or Harassment” and the “Employee Complaint Procedure” herein. This Policy is not applicable to independent contractors. None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

Scope

For expediency, these policies may use gendered terms with no intent to discriminate. All policies apply equally regardless of gender.

The personnel policies, regulations, and procedures adopted shall apply to all personnel employed by the Village, except where exclusively covered by a Collective Bargaining Agreement. All Village officials and employees, including but not limited to elected officials, contracted employees, and advisory board members, shall comply with the standards of conduct set forth herein.

Collective Bargaining Agreement (CBA) and Local Law

Where the Policy or Departmental operating procedures conflict with an active CBA, the CBA takes precedence.

Where any conflict arises between the Policy and any provisions established by the Charter and the respective ordinances, the Charter and the respective ordinances take precedence.

Nature of Employment

It is the policy of the Village that all employees who do not have a written employment contract with the Village for a specific, fixed term of employment or are covered by a CBA are employed at the will of the Village for an indefinite period, except as otherwise stated in the Village Charter.

Employees who do not have an individual written employment contract are employed at the will of the Village and are subject to termination at any time, for any reason, with or without cause or notice.

No Village representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Management and supervisory personnel shall not make any representations to employees or applicants concerning the terms and conditions of employment with the Village that are not consistent with Village policies. No statements made in pre-hire interviews or discussions or in recruiting materials alter the at-will nature of employment or imply that discharge will occur only “for cause”.

Completion of a probationary period or conferral of permanent status does not change an employee’s status as an at-will employee or change the terms and conditions of employment.

Administration

Department Directors are responsible for the efficient and effective performance of the employees assigned to their department. Directors may assign supervisory responsibility to members of their department but are responsible for the administration and enforcement of the Policy.

The Human Resources Director shall be responsible for the administration of this Policy under the direction of the Village Manager.

Amendments

This policy shall be reviewed periodically by the Village Attorney, the Human Resources Director, and the Village Manager and, when required, updated by resolution of the Village Council. The Village has the sole discretion to modify, amend or rescind any part of these rules and regulations or any other Village-issued policy at any time, with or without notice.

Administrative Procedures

Administrative Procedures are intended as practical guidelines used to implement policies contained herein and may be created and modified at the direction and approval of the Village Manager.

Departmental Policies/Procedures

Department Directors may have internal rules, regulations, policies, and procedures that expand on these rules and regulations if they do not conflict with the Charter, the Village Code, this Policy and the standard operating procedures otherwise adopted to administer this document. These internal departmental policies, once approved, shall become an extension of this Policy and shall be as binding as this document for the purposes of the administration of personnel rules and disciplinary procedures.

All previously adopted Islamorada, Village of Islands personnel policies and/or employee handbooks are null and repealed upon adoption of this update by the Village Council.

Code of Conduct

Village elected officials and employees are expected to demonstrate prompt, courteous, fair, and honest treatment to all citizens, customers, and fellow employees.

Political Activity

No employee, official, or other person shall solicit, verbally or in writing, or otherwise coerce any employee during work hours to obtain contributions, services, or support for any political party or candidate. Nothing in this policy is to be construed to restrict an employee's right to hold membership in and support a political party, to vote their choice, to express opinions on political subjects and candidates, to maintain political neutrality, to attend political meetings outside working hours, or to campaign actively during off-duty hours.

Employees participating in a political campaign may not wear a Village uniform or apparel with a Village logo. Use of Village vehicles, equipment or other property while campaigning is prohibited.

Any Village employee who wishes to accept appointment to a political office or seek election to a Village office, except those employees who are exempt pursuant to 99.012 Florida Statutes, must resign from Village employment upon indicating such intention by formal declaration or other evidence of candidacy.

Pecuniary Interest

As stewards of public trust, all Village employees must use the authority and resources of the Village, entrusted to them by the public, to further the public interest and not for any personal gain or financial benefit. Village employees shall not accept benefits of any sort, under any circumstances, which are intended to influence a pending or future decision.

Conflicting Employment/Contractual Relationships

Outside employment (which is defined as providing personal services as an employee, independent contractor, agent, representative, or a self-employed individual for another entity or person, to include self-employment) is permitted, provided it does not create a conflict of interest or interfere with the employee's performance of duties for the Village. Examples of outside employment include consulting roles, ownership or management of businesses, or running a web-based business.

Examples of when conflicts of interest may arise include when the outside employment consists of work that is similar to work done by a Village employee or the employee uses the same or similar resources as he/she does in his/her Village role to perform the outside work (e.g., similar tools, materials, or databases).

Outside employment is subject to the parameters contained herein, as well as applicable Florida law.

Primary Employment Requirement

Village employment is considered the employee's primary obligation. Employees engaged in outside employment must make arrangements with the outside employer to be released from duty if required to report for Village service.

Approval Requirement

All full-time and part-time Village employees who engage in any outside employment must request permission before engaging in such employment. Department Directors, Supervisors, Managers, and professional-level personnel must request approval directly from the Village Manager. All other employees must request approval from their Department Director and the Village Manager (Notice of Outside Employment/Contractual Relationship form). Permission for outside employment must be requested and granted annually, even when the type of outside employment has not changed. A copy of the approved

request must be filed with the Human Resources Director by July 1 each year. Note that outside employment may be denied based on the appearance of a conflict of interest. If approval for the requested outside employment is denied, the employee cannot engage in said outside employment.

Workers' Compensation Limitation
Employees who sustain injuries while engaged in outside employment are not eligible for benefits under the Village's Workers' Compensation program.

Use of Village Resources/Time
Employees are prohibited from the following, which may result in discipline up to and including termination:

- using Village facilities, services, vehicles, equipment (including Village telephones or computers), materials, or any other property for outside employment purposes; using Village-paid sick leave to perform outside work;
- using their official Village job title or Village stationery for personal or outside business promotion;
- Using non-public information obtained as a result of the performance of their duties as a Village employee.

Conflict of Interest – Contractual Services
Employees who participate in, influence, or are involved in the development, review, recommendation, or approval of procurement requests, specifications, or contractual services may not be employed by or perform work for any individual or entity that is seeking to do business or is doing business with the Village.

Conflict of Interest – Relatives
Employees may not directly or indirectly procure, or participate in the procurement of, contractual services for the Village from any business entity in which a relative—defined in Section 112.312(21), Florida Statutes—serves as an officer, partner, director, or owner.

Disciplinary Action for Violations
Failure to comply with this policy, including failure to disclose or obtain approval for outside employment prior to engaging in such employment, or engaging in a prohibited conflict of interest, may result in disciplinary action.

Disciplinary action will be administered in accordance with the Village's Performance Management, Disciplinary Action, and Appeals policy and may include, but is not limited to:

- Verbal counseling or coaching
- Written warning
- Suspension (with or without pay)
- Demotion
- Termination of employment

The level of discipline imposed will depend on the nature and severity of the violation, including whether the violation involves misuse of Village resources, conflicts of interest in procurement, or failure to obtain required approvals.

The Village reserves the right to bypass progressive discipline and impose more severe discipline, up to and including termination, based on the seriousness of the violation or where warranted by the circumstances.

Compliance with Public Records Act

The Public Records Act, codified in Chapter 119, Florida Statutes, entitles any individual access to Village public records. Public records are defined as [1] materials made or received by the Village [2] in connection with official Village business and used to [3] perpetuate, communicate or formalize knowledge of some type.

Examples of materials include papers, electronic files, photographs, videos, text messages, and audio. If these materials are made or received by Village employees, have a connection to Village business, and are intended to communicate or formalize knowledge, any person may inspect or receive a copy of these materials.

Village employees are required to store public records in their control in a manner that makes them accessible. This may include the creation of a filing system (physical and digital). As such, Village employees must not destroy public records unless doing so is in accordance with law.

The Village will not provide public records to requestors if they are exempt and/or confidential, as defined by law. Examples of exempt records include the Social Security numbers of all current and former Village personnel, direct deposit records identifying banking institutions and account numbers, discrimination complaints and investigations (this exemption is temporary), and contact information of public safety employees, their spouses and/or children. Because the number of exemptions is voluminous, employees must contact a supervisor if they are unsure whether a record falls under an exemption.

Florida law provides that a “knowing” violation of the Public Records Act is a criminal offense. All other violations are non-criminal, but punishable by fines. A violation of this policy may subject employees to discipline up to and including termination.

Use of Village Property or Facilities

Equipment, facilities, vehicles, property, or any Village resource or procedure shall not be used by any employee, nor may such use be authorized by an employee for anyone else, for any reason or purpose beyond what is deemed de minimis use by the Internal Revenue Service Code, except for Village business.

Employees are prohibited from using the Internet or email system to send or receive any improper communication, including but not limited to personal messages, inappropriate comments or jokes, cartoons or any other communications which are derogatory, obscene, or offensive. Persons not employed by the Village are prohibited from using any Village office equipment for any purpose.

Occasional use of Village equipment and/or bandwidth for browsing the internet are permissible only for short periods of time to view news sites or other sites of personal interest. Such activity shall not interfere with the employees’ duties. All internet activity and use of Village equipment is monitored. Connection to chat rooms, instant messaging, personal online shopping, personal social media, and sites that show sexually explicit images, gore, profanity, discrimination, and other sites that could reasonably be deemed to be offensive are prohibited on Village equipment and networks.

The use of the same for personal gain or use may be cause for termination.

Ethical Guidelines

All employees must be aware of, and comply with, Section 112.311 (6) Florida Statutes which currently provides in part: "It is declared to be the policy of the state that public officers and employees, state and local, are agents of the people and hold their positions for the benefit of the public. They are bound to uphold the Constitution of the United States and the State Constitution and to perform efficiently and faithfully their duties under the laws of the federal, state, and local governments. Such officers and employees are bound to observe, in their official acts, the highest standards of ethics consistent with this code and the advisory opinions rendered with respect hereto regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government must be of foremost concern."

All employees must avoid any conflict between their personal interests and those of the Village. No employee should have, or appear to have, personal interests or relationships that conflict with or potentially conflict with the best interests of the Village.

Employees may not, either directly or indirectly, use their official position with the Village or information obtained in connection with their employment for private gain, for themselves or others.

Soliciting or accepting anything of value, including a gift, loan, reward, promise of future employment, favor, or service from organizations, business concerns, or individuals with whom the employee has official Village business relationships is prohibited. These limitations are not intended to prohibit the acceptance of items of negligible value which are distributed, nor to prohibit employees from accepting social courtesies which promote good public relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that employees that engage in enforcement guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage, or collusion.

No employee shall make any false statement, certification, or recommendation of any employment under any provision of these policies, or in any manner, commit or attempt to commit any fraud preventing the impartial execution of the provisions of these policies, regarding employment, promotion or transfer.

No employee shall transact any business in his or her official capacity with any business entity of which that employee is an officer, agent, or member, or in which he or she holds a material interest.

If an employee is uncertain as to whether they may be in violation of this policy, clarification may be obtained from Human Resources.

Any violation of the provisions of this Policy shall be subject to review and appropriate disciplinary action. If the employee has any doubt as to the application of the policy as it relates to their position, the possible violations should be discussed with the Department Director or their designee, who shall either approve or forbid the activity, or refer the question to Human Resources. The Village Manager, Department Directors, and other employees holding positions of high public trust and/or authority will be held to higher disciplinary and ethical standards than other employees.

Compliance with Laws and Regulations

It is the policy of the Village to operate in compliance with all applicable federal, state and local laws and regulations.

Equal Employment Opportunity

The Village does not discriminate based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, familial status, age, genetics or any other protected characteristic as established by local, state or federal law. This policy of Equal Employment Opportunity ("EEO") applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

It is the policy of the Village to ensure that all employees are able to work in an environment which is free of all forms of harassment. As such, the Village expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of the Village's employees to perform their job duties and/or follow the code of conduct, may result in discipline, up to and including discharge. The Village also prohibits retaliation against any individual who has exercised any right protected by any federal, state or local law regarding equal employment opportunity.

The Human Resources Director is the Equal Employment Opportunity Officer (EEO Officer) for the Village and has responsibility for administering and promoting a program of equal opportunity within the Village. The Human Resources Director will coordinate the EEO efforts of all supervisory personnel and will make recommendations, where appropriate, to correct any deficiencies found in the Village's program. The EEO Officer will also: (1) ensure that designated employees are adequately trained in EEO laws; (2) supervise the EEO-related activities of investigators; and (3) ensure that EEO policies are prominently posted or otherwise provided to employees in accordance with the law.

All employees with questions or concerns about any type of discrimination in the workplace shall bring these issues to the attention of the Human Resources Director. Employees are encouraged to raise legitimate concerns and make good faith reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination.

Non-Discrimination and Workplace Harassment

The Village has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age, sex (including pregnancy), race, national origin, disability, creed, religion, genetic information, military or veteran status, or any other status protected by federal, state or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment, (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, which lowers morale, and that interferes with work effectiveness.

All employees are expected to act in ways that establish a professional work atmosphere free of sexual harassment and sexual discrimination. Each Department Director will ensure that the workplace is free of sexual harassment.

All employees have a duty to report any suspected sexual harassment by a Village employee, or a non-employee while on Village property or when Village business is being conducted, to the appropriate Department Director even if they are not the victim. An employee's rights and status with the Village shall not in any way be harmed due to any good faith report of suspected sexual harassment, nor shall any retaliation against such employee be tolerated.

Any sexually harassing behavior directed toward a non-employee by an employee during working hours or while on Village property will be treated as if the harassment was directed toward an employee.

Bullying

Some acts or remarks may violate Village rules even if they are not so severe that they violate federal or state discrimination laws. Because the Village is committed to providing an emotionally stable and safe workplace, it discourages verbal confrontations between employees due to an employee's reasonable belief that he or she was subjected to bullying behavior.

Bullying or Harassing conduct includes repeated behavior occurring in the course of work that impairs the ability of an employee to perform work duties or is reasonably perceived as being so severe and/or objectively offensive so as to have that effect. This includes but is not necessarily limited to acts that are reasonably perceived as being humiliating, dehumanizing, hostile, intimidating, or physically aggressive.

Bullying may be verbal, non-verbal (for instance, through gestures or facial expressions), or physical. Physical bullying is in violation of the Village's workplace violence policy and may also have criminal implications.

Holding persons uniformly accountable for poor work performance using specific and articulable examples does not constitute workplace bullying, neither is being direct or assertive when speaking to an employee. While the Village does not encourage rude or discourteous behavior, and such behavior contravenes other Village policies which require professionalism and courtesy to be demonstrated by Village employees, the occasional act of being impolite or discourteous also does not constitute workplace bullying.

Reporting Discrimination and/or Harassment

Any employee who feels that he or she has witnessed, or been subject to, any form of discrimination or harassment is required to immediately notify their supervisor, the Human Resources Director, or the Village Manager. If the complaint is about the Village Manager or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to the Village Attorney, who shall see that it is properly processed in accordance with Administrative Procedure #HR001. The complaint will be immediately investigated and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the Village's investigation.

If the issue is not remedied, employees may use the complaint procedure detailed in Employee Complaint Procedure herein. Those employees covered by CBAs have the option to use the grievance procedure provided for in the bargaining agreement. However, only one forum may be utilized for any particular matter. Any complainant has a legal right to file a complaint with the United States Equal Employment Opportunity Commission. It is felt, however, that the best interests of both the complainant and the Village will be served if such a complaint can be settled at the lowest level possible within the Village government itself.

Islamorada, Village of Islands prohibits retaliation against any employee who provides information about, complains, or assists in the investigation of any complaint of harassment or discrimination.

The Village will promptly and thoroughly investigate any claim and take appropriate action where a claim is found to have merit. Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Village determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Village may monitor any incident of harassment or discrimination to ensure the inappropriate behavior has stopped. In all cases, the Village will follow up as necessary to ensure no retaliation occurs for making a complaint or cooperating with an investigation.

Workplace Violence

Workplace violence will not be tolerated. With respect to the seriousness of this problem, the Village has adopted a “zero tolerance” for incidents of workplace violence. Workplace violence includes, but is not limited to physical attacks, threatening violent behavior, and property damage.

Specific examples of conduct which may be considered threats or acts of violence, include but are not limited to, the following: (1) hitting or shoving an individual; (2) threatening an individual or his/her family, friends, associates, or property with harm; (3) the intentional destruction or threat of destruction of Village property; (4) harassing or threatening phone calls, e-mail or mail to an employee’s home or work place; (5) harassing surveillance or stalking; (6) the suggestion or intimation that violence is appropriate; and/or (7) unauthorized possession or inappropriate use of firearms or weapons.

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director. Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation because of such a report. Any retaliation or harassment must be reported immediately to the Department Director or to the Human Resources Director. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

Ban on Deadly Weapons

To ensure that the Village maintains a workplace safe and free of violence for all employees, the use of deadly weapons on Village property is prohibited. Further, employees are prohibited from possessing such weapons on Village property, except as authorized under Florida law. This policy applies to all Village employees as well as visitors and customers on Village property.

Deadly weapons include, but are not limited to, firearms, explosives and knives. The term “possession” is defined to mean in lockers or toolboxes, in an employee’s personal possession, or anywhere else on Village property, unless such possession is authorized under Florida law. Village employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon. Employees who violate this policy will be subject to disciplinary action up to and including immediate dismissal.

The Village can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on Village property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from Village premises if ordered to do so. Refusal to comply with an order to remove personal property from Village premises may result in disciplinary action.

Village supervisory and managerial staff have a right to enter or search Village property with or without prior notice. Village property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and Email. Consequently, any area is subject to monitoring and/or search. Any misuse of Village property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

Restraining Orders and Injunctions

Cases of Village employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought. To maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Human Resources Director as well as their supervisors immediately in these cases and provide a copy of the Order to Human Resources. Even in the case where an employee has not yet secured a Court Order but has reason to fear for his/her personal safety, reporting these concerns to the supervisor, manager, Department Director, or the Human Resources Director is of great importance.

Health Insurance Portability and Accountability Act

The Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA offers protections for employees that improves portability and continuity of health insurance coverage. This legislation provides protections for the privacy of employees' protected health information. Protected health information does not pertain to all health information; it only includes information that the employer receives directly from a medical facility, doctor's office and/or the health insurance carrier.

We are committed to maintaining the highest level of confidentiality with all of the information we receive from our employees and subscribers to the various health benefit plans of the Village. The Village requires that contracted third- party administrators of the Village's health plans meet HIPAA security standards for all information, including that which is transmitted or maintained electronically.

The Village respects the privacy of personal information and understands the importance of keeping this information confidential and secure. The Village protects the confidentiality of the personal information we receive following Federal and State laws. Our practices apply to current and former employees and complies with the "Protected Health Information" (PHI) HIPAA disclosure requirements.

The Village is committed to maintaining compliance with HIPAA regulations and all related provisions of federal and state law, as it may be amended from time to time, shall apply.

Americans with Disabilities Act

The Village is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Village's policy not to discriminate against any qualified employee or applicant because of the individual's disability and/or record of disability. All applicants will be considered for employment, and current employees considered for continued employment, if they can perform the essential functions of the job with or without reasonable accommodation. The Village will provide reasonable accommodation as defined by the ADA provided such accommodation does not constitute an undue hardship on the Village.

Employees who believe they need reasonable accommodation to perform the essential functions of their job must contact the Human Resources Director to submit a request. Any employee who feels that he/she has not been treated in accordance with this policy should contact the Department Director, Human Resources Director, Assistant Village Manager or Village Manager. The Village prohibits and will not tolerate retaliation against any employee who requests reasonable accommodation or makes a good faith complaint under this policy.

Title VII of the Civil Rights Act

Title VII of the Civil Rights Act of 1964, as amended, for all current and prospective employees without regard to race, color, religion, sex (including pregnancy), national origin, or any characteristic protected by law. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship to the Village. To provide equal employment and advancement opportunities to all individuals, employment decisions at the Village will be based on merit, qualifications, and abilities.

Religious Accommodation

The Village will take action to provide reasonable accommodations for religious observances, beliefs and practices, unless it creates an undue hardship. Reasonable accommodation may include, but not limited to, modification of schedules, relaxation of dress code policies or religious expression.

Where an employee or applicant has requested a religious accommodation consistent with this Policy or law and is denied, a complaint may be made whereupon the Village Manager (or the Village Manager's designee) shall meet with the employee or applicant and any pertinent employees to evaluate the eligibility or reasonableness of the request. A decision will be issued in writing within seven (7) business days, to an extent practical.

Pregnant Workers Fairness Act

The Village is committed to providing accommodation for qualified employees and job applicants with temporary physical or mental limitations due to pregnancy, childbirth or related conditions unless the accommodation will cause an undue hardship.

Employees and applicants are qualified if they, with or without reasonable accommodation, can perform the essential functions of the employment position. An individual is still qualified if the inability to perform an essential function is for a temporary period, the essential function could be performed in the near future, and the inability to perform the essential function can be reasonably accommodated.

Accommodations based on an employee's pregnancy, childbirth or related medical conditions may include light duty, a request for a temporary leave of absence, modified work schedule, special equipment or uniform modifications, etc.), which will be assessed pursuant to the Village's ADA procedures and/or any other applicable Village policies or local, state or federal laws.

Break Time for Nursing Mothers and PUMP for Nursing Mothers Act

The Village accommodates employees who wish to express breast milk during the workday by providing reasonable break times to do so. The Village will provide a designated room, other than a bathroom, which is shielded from view, free from intrusion from coworkers and the public and is in compliance with all other applicable laws for this purpose.

Employees who use regularly scheduled rest breaks to express breast milk will be paid for the break time. If the lactation break does not run concurrently with the employee's regularly scheduled compensated break, the lactation break time will be unpaid.

Immigration Law Compliance

The Village is committed to employing only United States Citizens and aliens who are authorized to work in the United States. The Village does not unlawfully discriminate based on citizenship or national origin. The Human Resources Director is responsible for verifying the eligibility status of every employee once hired. To that end, each new employee must provide documentation to verify both identity and authorization to work in the United States and to complete the I-9 form. If an employee cannot provide these required documents, they may be either dismissed or suspended until the required documents are produced.

The Village participates in the federal government's electronic employment verification system, known as “E-Verify.” Pursuant to E-Verify, the Village provides the Social Security Administration, and if necessary, the Department of Homeland Security with information from each new employee's Form I-9 to confirm work authorization.

Safety in Private Spaces Act

Employees shall always comply with the provisions of Section 553.865, Florida Statutes, enacted by Chapter Law 2023-106, the Safety in Private Spaces Act. Any employee who willfully enters a restroom or changing facility designated for the opposite sex will be subject to discipline, except under one of the following conditions: (1) to accompany minor, elderly person, or person with disability; (2) for law enforcement or government regulatory purposes; (3) to render emergency medical assistance; (4) to clean or maintain, but only if the room is not in use; or (5) to use the room if the room designated for the opposite gender is out of service and the room is not in use.

Whistleblower Protection

Employees should report any violation, or suspected violation, of law committed by a Village employee, volunteer, official, or organization with which the Village is doing business if such violation creates a serious and specific danger to the public's health, safety, or welfare.

Employees should also report any improper use of public office, waste of funds, or any other abuse or neglect of duty on the part of the Village, any Village employee or official or board member. (e.g., employees soliciting bribes in order to resolve code violations; falsifying Village records to approve items in exchange for payment; continually failing to competitively procure a service, even though the service was available from multiple sources; spending Village funds to rent space even though sufficient space owned by the agency already exists; and failing to maintain adequate internal controls such that unauthorized and/or inappropriate financial transactions cannot be detected).

An employee with knowledge of such actions or activities must report such information to a supervisor, the Village Manager, or the Village Attorney. Any of the aforementioned employees receiving such information shall forward it to the Village Manager or any applicable authority within 24 hours. The Village will provide the appropriate mechanisms to permit employees to report such actions or activities confidentially and/or anonymously.

A confidential investigation will thereafter be initiated with the authority of the Village Manager. Retaliation against an employee who reports any violation, suspected violation, improper use of office, waste of funds or any abuse is prohibited. Nevertheless, disciplinary action may be taken against an employee who knowingly makes a false or malicious report.

The Village will maintain accurate records of reported or suspected fraud and report evidence obtained by an investigation to the appropriate authorities.

To the extent allowable by law, in its ongoing efforts to protect the reputation of persons suspected but not determined to have committed fraud, the Village ’s records shall conspicuously detail “unfounded” or “non-sustained” investigative findings and conclusions.

General Policies

Management Rights

The Village reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of applicable laws, regulations, CBAs, and provisions of this Policy. The Village has the authority to determine and direct policies and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the Village's business on the part of any employee or labor organization.

Fitness for Duty

All employees are required to report to work fit for duty and to be able to perform their job duties in a safe, appropriate, and effective manner.

The Village reserves the right to require proof of illness or disability and to have employees submit to physical or psychological examinations to ensure they are fit for duty.

Employees who cannot perform their job duties for physical or mental reasons shall have their job duties modified, be transferred to another position, be placed on a leave-of-absence, or separated from service, at the discretion of the Department Director.

Medical Examinations

During their period of employment, employees may be required to undergo periodic medical examinations to determine their physical and mental capacity to perform the work required of their position. Such exams shall be at the expense of the Village and performed by a doctor designated by the Village. Employees who fail to pass periodic physical examinations due to deficiencies which interfere with their ability to perform their assigned duties shall be subject to review by the Village. Refusal to be examined by a Village authorized physician when so directed by a Department Director or their designee shall be cause for disciplinary action up to and including termination.

Driver's License

Any employee who is required as a condition of employment to possess and maintain a valid Florida Driver's License must immediately notify their supervisor if the license is suspended, expires, becomes restricted or is revoked at any time during their employment. Failure to report the change in license status may result in disciplinary action up to and including termination.

If the Village requires an employee to obtain a Florida Commercial Driver's License (CDL), the Village will pay for the cost of training and any examinations required for the issuance of the license.

Personal Hygiene and Dress

As public employees and representatives of the Village, we have a responsibility to present ourselves in a professional manner during working hours. The personal appearance of Village employees is important for assuring good public relations, proper identification, and recognition. Employees are expected to exercise common sense and good judgment when choosing their work attire.

Dress and good personal grooming and hygiene standards are a key principle of the business image of the Village. Department Directors for employees requiring uniforms shall establish standards in accord with this principle. All others, primarily office employees, shall report to work well-groomed in clean and appropriate attire.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises and will not be compensated for any work time missed because of failure to comply with this policy. Any violations of this policy will result in appropriate disciplinary action.

Workplace Decorum

Employees' offices should be neat and clean with no objects situated in a manner that may obstruct or create a hazard on walkways and may cause injury. Open flames such as burning candles are prohibited in Village offices.

Displays showing sexually explicit images, gore, profanity, discrimination, and other displays that could reasonably be deemed to be offensive shall not be displayed.

The Village provides offices and other workspace for business purposes only. Village workspace is not private and may be inspected at any time. Management may at any time inspect or review any and all files (hard copy or computer), desks, drawers, filing cabinets, lockers, other storage areas, and/or all other workspace and its contents, with or without your knowledge.

Social Media

This section applies to all communication on social networks including, but not limited to posts, pictures, video, audio, podcasts, blogs, nonnative applications on social networks, e-mail, files, RSS feeds, and personal websites that transact Village business, news services, chat rooms, etc.

The Village does not prohibit employees from creating, obtaining, or using personal social network accounts.

Employees are prohibited from doing the following using personal social network accounts:

- Posting discriminatory remarks, harassment, threats of violence, etc.
    - Disparaging fellow employees in ways that might constitute harassment or bullying or are discriminatory in nature. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law.
- Engaging in political activity or private business interests during working hours.
- Suggesting either directly or indirectly that the Village endorses a commercial product or service, unless approved by the Department Director.
- Posting, transmitting, discussing, or otherwise disseminating information to which they have unique access by virtue of their employment.
- Speaking on behalf of the Village unless they have prior written authorization from the Department Director.
- Posting, transmitting, discussing, or disseminating confidential or proprietary information.

Any employee who is aware of an online posting on a social media page by a Village employee that violates any provisions of this policy should notify their supervisor immediately.

Employees should not have a reasonable expectation of privacy when using social networks on Village devices because the information may not be secure and is viewed and shared by third parties. Nevertheless, the Village will comply with all applicable State and Federal laws pertaining to electronic monitoring of employee communications.

Employees who identify themselves as Village employees or discuss matters related to the Village on a social media site while off-duty must include a disclaimer on the front page stating that it does not express the views of the Village and that the employees are expressing only personal views—for example: "The views expressed are mine alone and do not necessarily reflect the views of my employer." Place the disclaimer in a prominent position and repeat it for each post expressing an opinion related to the Village.

Smoking and Use of Tobacco

The Village is a smoke-free workplace in an effort to promote a healthful lifestyle and thus reduce the liability exposure and lost productivity time to the Village.

The objective of this rule is to reduce the Village's liability exposure, recognizing that: (1) the Surgeon General of the United States has declared that the use of tobacco or tobacco products is a hazard to an individual's health; (2) an employee's poor health, due to the continued use of tobacco or tobacco products, increases the loss experience of the group health and life insurance plans; (3) increases in loss experience result in increases in premium costs for insurance plans; and (4) increases in premium costs for employees are borne by the General Fund and, subsequently, by the taxpayers of the Village.

Village owned, rented, or leased facilities, parks and beaches are smoke and tobacco free environments. Smoking is therefore prohibited. Smoking is also prohibited in Village owned, leased, or rented vehicles.

Smoking, as referenced herein, is defined as the act of inhaling, exhaling, burning, carrying, or possessing any lighted cigarette, electronic cigarette, cigar, pipe, smokeless pouch, any other form of loose-leaf smokeless tobacco, pipe tobacco, chewing tobacco, snuff or other smoke producing products or products intended to simulate smoking.

Employee Safety

The safety of every Village employee is a matter of prime importance, and we constantly strive to keep the Village a safe place to work. It is the responsibility of the Village to promote and pursue a safe and healthy environment for all employees. The Village has a safety policy and program aimed at the prevention of accidental injury and damage to Village property.

Each department shall communicate that department's safety rules and procedures to each employee. Employees shall observe all safety rules and procedures established by the State of Florida and the Village. Department Directors and supervisors are responsible for the observance of those rules and procedures within their authority. Failure to comply with safety rules and procedures may result in disciplinary action up to and including termination.

Accident and Injury Prevention

Emphasis on safe working conditions, practices and habits is the objective of the Village's safety program. Minimizing the number of accidents and damage involving Village employees or Village equipment and property will result in benefits to employees and the organization alike. Every member of the Village staff must recognize and accept responsibility for successful safety initiatives and participate in the development and implementation of the Village's safety program. Employees are expected to work in a manner consistent with the safety program and to report all accidents and unsafe conditions to their immediate supervisor. Safety is the responsibility of every employee, and it requires constant vigilance.

Department Directors, Managers, and Supervisors are expected to provide continuing efforts to ensure adequate safety training and proper equipment handling, as well as to reduce carelessness and neglect in Village operations.

Safety Equipment and Devices

The Village will provide proper and necessary safety equipment and devices for employees engaged in work where they are required. Such equipment and devices must be used properly. Failure by an employee to use provided equipment or devices will be subject to disciplinary action.

Accident and Injury Reporting

All employees are responsible for immediately reporting all injuries or accidents that occur on the job to their immediate supervisor or Department Director. An accident report shall be completed by the immediate supervisor and submitted to the Human Resources Director within twenty-four (24) hours of the incident.

Any property or equipment involved in an accident must also be reported to the employee's immediate supervisor or Department Director. In addition, every accident involving a Village- owned vehicle must be immediately reported to the law enforcement agency having authority at the accident location. Failure to report any accident may result in discipline and up to and including termination.

Any accident that results in property damage or severe injury to the employee may require a post-accident drug screening.

Drug-Free Workplace

The Village is committed to providing a safe work environment for employees, guests, the community, and the public. The abuse of alcohol and drugs is a national problem that impairs the safety and health of employees, promotes crime, and harms our community. To maintain the highest standards of morale, productivity, and safety in our operations, the Village has instituted a drug- and alcohol-free workplace policy. With the cooperation and assistance of employees, the Village will implement a program designed to provide a safe workplace environment free from drug and alcohol use and/or abuse.

The Village recognizes that alcohol and drug dependency require medical supervision and treatment if there is to be successful rehabilitation. The Village's desire and intent are to encourage any employee with drug and alcohol or drug dependency to voluntarily enter a drug or alcohol rehabilitation program. It is the responsibility of each employee to initiate and obtain assistance before any difficulties with drug or alcohol affect his or her work.

Any violation of the Policy will result in discipline, up to and including termination of employment. The full policy is contained on the Human Resources page, Employee Resources - Drug-Free Workplace Policy.

Use of Village Vehicles

Employees designated as the primary operator of a Village fleet vehicle are responsible for the appearance of the vehicle, keeping it clean, both inside and outside.

Employees who operate a Village vehicle must always have in their possession, a valid driver's license while operating the vehicle.

Village vehicles may not be used for personal purposes or to transport non-Village employees unless a non-Village employee is accompanying a Village employee for a business purpose such as travel to a meeting or site visit.

Village vehicles may not be used for personal purposes to transport family members.

If an employee's job duties require operation of a Village vehicle, the employee is responsible for immediately notifying their supervisor of any circumstance that results in the suspension or loss of a driver's license, or any special class of license required for the operation of the vehicle.

Unless the vehicle has been specifically designated as a "take-home" vehicle by the Village Manager, the vehicle may not be used for commuting to and from an employee's home. Instead, the vehicle must be parked at the appropriate Village facility each night and picked up each morning for use during the workday.

For those vehicles designated as "take-home" vehicles by the Village Manager, the following limitations apply:

- The use of clearly marked fire vehicles for commuting by Fire/EMS department personnel who, when not on a regular shift, are always on call, is not a taxable fringe benefit. However, outside the limit of the fire fighter's obligation to respond to an emergency, employees should not use these vehicles for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between the workplace and the employee's home).
- Employees who are provided with take home vehicles other than marked fire vehicles may not use such take home vehicles for personal purposes other than for commuting or de minimis personal use (such as a stop for a personal errand on the way between the workplace and the employee's home).

Any Village employee operating any Village owned vehicle must immediately report all vehicle accidents regardless of the damage to the vehicle or others property following the Accident & Injury Reporting Flowchart. Failure to report may result in disciplinary action up to and including termination.

Travel Authorization and Expense Reimbursement

The attendance of Islamorada employees and elected officials at professional meetings, conferences, training courses, or Village-sponsored events to conduct official Village business benefits employees and the Village through increased awareness of technical and administrative developments and through the exchange of ideas with peers. Additionally, travel may be part of an employee's official duties.

Administrative Procedure #FIN001 provides for procedures for pre-approved travel authorization and reimbursement of costs after travel completion for Village employees, elected officials, and other authorized persons.

Employment Classifications and Position Control

Types of Employment

It is the policy of the Village to classify employees as regular or temporary, as full-time or part-time, and as exempt or non-exempt.

The Human Resources Director is responsible for classifying employees as follows:

- A regular employee is an individual that has been hired to a full-time, exempt or non- exempt position with the Village that is not temporary.
- A temporary employee is an individual hired to either a part-time or full-time position with a specified, limited duration. Temporary positions last less than six months. Temporary employees are not eligible for Village benefits.
- A full-time employee is an individual hired to a position that requires at least forty (40) hours per week. A full-time employee is either exempt or non-exempt and receives Village benefits, except for employees covered by a CBA.
- A part-time employee is an individual who works less than thirty (30) hours per week. Part-time employees may have seasonal and/or work fluctuating schedules. Part-time employees do not receive Village medical benefits.
- A non-exempt employee is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA) and is typically paid on an hourly basis.
- An exempt employee is exempt from the FLSA and is not entitled to overtime payments. Exempt employees are typically paid on a salary basis and include those in administrative, executive, and professional positions. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the exempt employee performs.

Subject to exceptions listed below, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any work week in which they perform no work.

Exceptions: unless state law requires otherwise, an exempt employee's salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspension for infractions of the Policy.
- FMLA absences.
- To offset amounts received as payment for jury and witness fees or military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.

However, an exempt employee's leave bank may be deducted when such employee is absent for reasons justifying the use of accrued vacation or sick leave in accordance with this Policy.

Position Control

All positions in the Village are established and maintained through a budget each fiscal year, approved by the Village Council. The Village Manager may add or delete positions provided that any additions shall not increase the Village's total budgeted funds.

Classification Plan

The Classification Plan provides for a systematic and equitable arrangement of job classes and provides for a complete inventory of all Village positions. The purpose of the plan is to group various positions into related classes based upon the range of duties, responsibilities and level of work performed. The Classification Plan comprises written job descriptions for each class of work included in the Village.

Job Classification and Descriptions

Every regular position will have a job description that includes job title, a description of the duties and responsibilities, and a statement of qualifications needed to fill the position. Each position will be assigned a grade on the classification plan by the Human Resources Director and Village Manager.

Job descriptions are intended to be a general outline of job duties performed by employees in a particular job. They are used as a guide in recruiting and examining candidates for employment, in determining the lines of promotion and developing training programs, as guidelines in determining salary relationships and in providing uniform job terminology to convey the same meaning to all concerned. Job descriptions may be changed from time to time by the Village. This change may expand or reduce the job duties of any job classification. Employees will be given as much advance notice of a change in their jobs as is practicable. The job descriptions are maintained by the Human Resources Director and should be reviewed and updated annually, or whenever a change occurs in the duties of any position. The Department Director and the Human Resources Director will approve each job description. Each employee will receive a copy of his or her respective job description at the time of his or her employment, and any time there is a change in his or her job description.

Change in Position

A change of position requires a Personnel Action Form (PAF) signed by the Department Director, the Human Resources Director and the Village Manager.

A full-time employee whose position becomes part-time or who transfers into a part-time position will be paid out any unused vacation hours accrued or may use the hours prior to beginning employment in the part-time position.

Reclassification

A reclassification occurs when it is determined that the duties of a position have significantly changed, or the prevailing wage needs adjustment. Reclassifications also may occur when the duties of a position have significantly increased or decreased.

An employee whose position is reclassified may receive a minimum of 3% over the salary received prior to the reclassification provided that such a salary increase is in the best interests of the Village as determined by the Village Manager. A reclassification upward does not change an employee’s employment anniversary date.

Recruitment and Appointment

Advertising

Except when the Village Manager determines it is in the best interest for the Village to fill a position without being advertised, all vacant positions will be advertised internally for one week and then listed publicly in publications and online sites determined by the Human Resources Director to attract the best candidates. Position advertisements can be published simultaneously depending on position circumstances.

Applications

Applicants shall complete a standard Village employment application form. The completed application must be submitted to the Human Resources Director by the due date indicated in the employment ad or posting.

After a conditional offer is made and prior to the start of employment, the applicant will be required to undergo a background check, driver license check, and, if the position is considered life safety (lifeguards, firefighters, etc.), pre-employment drug screening. Certain positions may also require a post-offer physical. Applications for certain positions may require a resume and other documentation of professional and/or educational attainment. All employees shall subscribe to a public employee oath of office.

Offers

Offers are based on an analysis of the applicant's work experience, education, and training. Other candidate characteristics, such as work ethic, emotional intelligence and attitude may be considered as well. The Village Manager has final approval of offers of employment. Applicants that submit false information, or omit information on the Village application form, resume or any other statement of qualification for a position will not be considered for employment.

If false information is found after employment has begun, the Village Manager may terminate the employee.

Newly hired employees will be required to sign a wage withholding authorization form, which indicates that, in the event their employment is terminated, either voluntarily or involuntarily, prior to the full repayment of any outstanding monies owed (e.g., tuition fees, wage overpayment), the Village may withhold the remaining amount owed from the final pay, except to the extent prohibited by federal or state minimum wage law.

Employment of Relatives and Fraternization

For the purpose of this section, "relative" refers to father, mother, son, daughter, brother, sister, spouse, cousin, nephew, niece, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

No relative of the Village Manager or Village Council shall be selected to hold a position with the Village during the tenure of that manager or Councilperson. This section does not apply to appointed committees, volunteers, or temporary employees. No person may be appointed, employed, promoted, or advanced to a position in the Village over which a relative exercises direct supervision. Exceptions to this policy may be approved only by the express prior approval of the Village Manager. Such approval will be given only upon submission of a satisfactory analysis as to the unique qualifications of a relative for the position in question.

While the Village respects the rights of its employees to conduct their personal lives as they wish, workplace romantic relationships can create a conflict of interest (actual or perceived) or adversely affect work performance and employee morale, create concerns of favoritism, and potentially result in claims of harassment. The Village therefore prohibits employees who have a romantic relationship from supervising (directly or indirectly) the other or to work in a position that has an audit or investigation function over the

other. For purposes of this section, a “romantic relationship” includes dating, sexual relationships, domestic partnerships, and employees who share the same household as a couple.

If a prohibited relationship among relatives is established after employment (e.g., two employees marry), the Village may require one of the employees to resign. If neither employee resigns, the Village may terminate the employment of one of the relative employees. In that circumstance, it shall be within the sole discretion of the Village to determine which employee to terminate.

Veteran’s Preference

Veteran’s Preference in hiring, promotional opportunities and layoff retention will be granted in accordance with federal and state law. Job applicants who are claiming Veteran’s Preference will be given job preference in the hiring process, but not to the preclusion of more qualified non- veterans. Individuals must submit current documentation substantiating Veteran’s Preference status to receive a preference. A DD-214 or comparable document which serves as a certificate of release or discharge claim must be furnished.

If an employee wishes to appeal against any decision, they may file a complaint with the Florida Department of Veterans’ Affairs within 60 days of receiving notice of the decision. The latest contact information can be found by calling (727) 518-3202 or email at VeteransPreference@FDVA.FL.GOV.

Medical Examinations

Applicants for positions in the Village may be required to undergo a medical examination to determine mental and physical fitness to perform the duties of the classification for which appointment has been offered. All applicants who fail to pass their initial physical examination shall be declared ineligible for hire.

Probationary Periods

All new, regular employees must complete a six-month probationary period, during which they are evaluated by their supervisor. The Village Manager may approve an extension of the probationary period.

Employees completing probation will be evaluated by their supervisor and shall either enjoy continued at-will employment or be terminated. Those who continue employment may qualify for an increase based on performance.

During this period, employees shall be subject to demotion, dismissal or suspension, or other disciplinary action without prior notice or the filing of specific charges.

Work Hours and Pay

Attendance

Regular attendance and punctuality are particularly important responsibilities of Village employees. Except for scheduled and/or authorized time off or unavoidable absences, every employee is expected to be present and on time for work. Any employee who is going to be absent or more than 30 minutes late for work (other than due to unavoidable circumstances such as a family emergency) shall notify their immediate supervisor prior to the start of their scheduled shift. An employee who is absent for three (3) consecutive days without authorized leave is considered to have resigned.

The workweek for full-time employees is 40 hours. Department Directors are authorized to establish flexible work schedules that do not interfere with the efficient business operations of the Village and/or improve the efficient business operations of the Village. Alternate work schedules do not alter Village benefits (e.g., holiday or leave pay).

Non-Exempt - Hourly, non-exempt employees are not to work more than 40 hours per week except when directed by their Department Director or his/her designee. A minimum 30-minute unpaid meal break is recommended for all non-exempt employees **but not required**. Non-exempt employees that choose to work a full day without taking a meal break on a regular basis shall gain approval of their schedule from their Department Director.

Exempt – Exempt employees are expected to work Monday through Friday from 8 a.m. to 5 p.m. unless an alternative schedule is approved by their Department Director or the Village Manager. Exempt employees will have to work additional hours to meet the requirements of their position.

Employees who report for work without proper equipment or attire or who are otherwise unfit for duty as determined by their supervisor may not be permitted to work.

Brief rest periods are authorized for employees as needed. If an accommodation related to attendance is needed, it must be requested through Human Resources.

Working Remotely/Telecommuting

The Village understands the importance of employees being present in order to foster a conducive and productive working environment. Employees are not allowed to work from home without prior approval of the Village Manager. The granting of work from home will be limited and considered on a case-by-case basis. Not all positions are appropriate or feasible for remote work. Non-exempt employees are prohibited from working remotely off-the-clock (e.g., checking emails, responding to phone calls, etc.).

The ability to work remotely is not a formal, universal employee benefit. Remote work is not an entitlement; it is not a Village-wide benefit and is not designed to replace appropriate childcare or to accommodate other personal needs. All remote work arrangements are at the discretion of the Village Manager, may be terminated by the Village Manager at any time for any or no reason, and in no way change the terms and conditions of employment with the Village. The Village Manager has the right to refuse to make remote work status available to an employee and to terminate a remote work arrangement at any time.

Each position has different job-specific requirements, customer or stakeholder needs, collaboration and team-based activities. These differences are key considerations when making decisions about whether a given employee is eligible for remote work.

In evaluating whether a particular position is suitable for remote work, the Village Manager will consider many factors including, but not limited to:

- Whether the nature of the work to be performed remotely is operationally feasible

- Whether the position has tasks that are portable and can be performed from a remote location
- Whether the overall quantity and quality of work performed can be sustained at the remote location
- If the position is a managerial one, whether an employee in the position has the tools and resources to effectively manage direct reports remotely.
- Whether collaboration required by the position is easily accomplished through teleconference or other remote technologies

Remote work arrangements can be occasional, temporary, or regular. Whether the arrangement is for a short period of time, or long term, the following basic requirements must be met:

- Employees must be able to perform the same duties, assignments, and other work obligations at their home office as they do when working on Village's premises.
- Employees are expected to be available to their supervisors, managers, and co-workers during agreed-upon work hours and make their availability clear from their instant messaging work status. Employees will need to ensure that they can be reached through telephone (office, home, mobile), instant messaging (examples: Teams, Slack, Google), or other communication tools that are being used within the employee's department. The Village expects the same level of professionalism and responsiveness from its remote employees as it would from employees working at the office.
- Employees must be available to attend scheduled meetings and participate in other required office activities at the local office as needed. Except for extraordinary circumstances, the Village usually provides at least 24 hours' notice for such events.
- Employees must arrange for childcare or dependent care during their work hours except in cases of extraordinarily extenuating circumstances.
- The employee must be in good standing, have received positive performance evaluations, have no documented performance issues on file, and have had no performance issues brought to Human Resources' attention.
- The employee possesses good time management and organizational skills and is self-motivated, self-reliant, and disciplined.

All approved remote/telecommuting arrangements must be documented and approved by Human Resources and the Village Manager.

Pay Periods

Village employees are paid biweekly. The work week begins on Sunday at 12:00 a.m. and ends Saturday at 11:59 p.m. All time worked by Village employees shall be recorded using approved time-clocking processes. Recorded time must reflect hours worked and time taken under all circumstances. Intentional falsification of time records will result in termination.

Starting Rates

The advertised hiring range for vacant positions will be the minimum and the midpoint of the position classification. Newly hired employees may earn a salary above the minimum in the position grade; however, they may not exceed the midpoint without approval of the Village Manager.

Overtime Pay

It shall be the policy of the Village to keep overtime work to a minimum. However, when employees are directed by their authorized supervisor to work extra hours in addition to the regular hours or normal work of the department in which they are assigned, they shall be compensated in accordance with the provisions of

the Fair Labor Standards Act. This means that employees who are not exempt from the overtime provision of the FLSA will be paid overtime at the rate of time and one- half for all hours actually worked in excess of forty (40) hours in the established typical work week.

Overtime hours worked by non-exempt employees are compensated for in compliance with the FLSA. For purposes of calculating overtime, time worked includes jury duty, call back hours, court time on behalf of the Village, mandatory training, meetings or education for which the Village requires attendance. All other hours are not considered time worked. No paid absences shall be counted in the computation of overtime. Overtime is based on “actual hours worked”, therefore, vacation, sick, holiday, personal day, compensatory time and other such leaves will not be used in the computation of overtime worked.

Working overtime without the prior authorization of the Department Director, or his/her designee, is strictly prohibited. Directors or his/her designee must approve time for all employees within their department prior to payroll processing. Directors may temporarily assign the review of time to a designee when necessitated by leave. Overtime shall, whenever practicable, be distributed in a fair and equitable manner among all employees qualified to perform the work.

Emergency Pay

The Village understands that emergency situations may occur. In the event an emergency is declared by the Mayor, Village Manager, or his/her designee, within the Village, and Village Hall is closed, regular, non-emergency personnel may not be required to report to work until after the Village Manager, or his/her designee, has declared the emergency over. Village employees shall be paid during emergencies in accordance with Comprehensive Emergency Management Plans (as may be amended by resolution annually).

Special Pay

Part-time employees who are required to work on the specified days in accordance with Founders Park operations will be compensated at a Special Pay Rate. Hours worked on the specified days will be paid double the employee’s regular rate. Special Pay will apply only to days when Village offices are closed.

Professional License and Certification Incentives

Full-time Administrative & Professional employees may be granted a Certification Achievement Incentive (CAI) to recognize the attainment of a professional license, designation or certification. These licenses/designations/certifications must be recognized as industry leading designations and relevant to the departmental needs as determined by the Department Director and in a discipline that is relevant and related to the employee's current position which would enhance the employee's ability to perform the duties of that position.

Eligible employees shall receive additional compensation, as specified herein, for maintaining a qualifying professional certification or license which has been reviewed and approved by the Department Director, Village Manager and Human Resources Director. The professional certification or license represents extraordinary and exceptional professional competency.

The intent of CAI does not include the completion of an academic degree. If the completion of certification, registration or licensure is a condition of employment, employees are ineligible for the professional development incentive.

Qualifying License/Certifications

The professional certificate or license must be of the highest measure and meet the following criteria:

- The professional license or certification must be issued by either the State of Florida or a nationally recognized professional organization that administers a nationwide competency examination

recognized by the Village as a standard of excellence and professional competency; and

- The license or professional certification shall be directly applicable to the employee's classification, and shall be over and above the basic job qualifications required for the position held; and
- The license or certification must be renewed through additional testing or some form of recertification, i.e., taking additional approved classes each year.
- The professional certificate or license has been pre-approved by the Department Director, Village Manager and Human Resources Director.

License/Certification Levels and Payment

Payment levels are established by the Village Manager and Human Resources Director using the following criteria:

Level 1: Certification achieved through online courses, conferences, classes requiring a skills and competency exam or test, resulting in professional certification recognition by the governing authority. Level 1 certifications are paid $800 each annually.

Level 2: Licensing is achieved through a series of skills and competency examinations resulting in issuance of a professional license by the governing authority. Level 2 licenses are paid $1500 each annually.

Payment of annual CAI is divided into twenty-six pay period payments commencing on the pay period immediately following approval.

Employees are limited to receiving a maximum of two (2) CAI's in either level or a combination of levels.

Renewals

Proof of license or certification must be submitted one month prior to the expiration of the license or certificate.

Temporary Higher Classification Pay

The Village Manager may authorize an employee to take on the additional duties of a position in a higher classification than the position currently held by the employee. In cases where the interim or temporary assignment lasts beyond 160 hours (one month) worked, the employee will be eligible for a temporary five (5%) increase in pay for the duration of the assignment.

Cost of Living Increases

The decision whether to or when to grant a cost-of-living increase, as well as the decision about the amount of such increase (if any) will be made in the sole and exclusive discretion of the Village Council during the annual budget process.

Merit Increases

A merit increase is a salary increase within the same job classification, awarded for performance. Merit increases are not automatic. The amount of the merit increases an employee is eligible to receive, if any, shall be determined by the availability of funds, and the system/procedures adopted by Village Council each fiscal year. The Village Manager must approve all salary adjustments.

Unless otherwise approved by the Village Council, merit increases will be processed at the start of the fiscal year.

Holidays

Full-time employees are compensated for twelve (12) holidays as indicated below. Some departments will be required to work on Holidays to keep services open. The employees that work on the actual Holiday and not the observed Holiday will qualify for Holiday pay. Holiday pay cannot be converted into compensatory time. Village employees covered by a CBA shall be paid in accordance with the CBA.

Village offices are closed on the following Holidays:

1. *New Year's Day – January 1
2. Martin Luther King's Birthday – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Juneteenth – June 19th
6. Independence Day – July 4
7. Labor Day – First Monday in September
8. Veteran's Day – November 11
9. Thanksgiving – Fourth Thursday in November
10. Day after Thanksgiving
11. Christmas Eve – December 24
12. Christmas Day – December 25

Holidays occurring on a Saturday are observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.

Holiday pay is calculated as an eight (8) hour benefit. Those working alternate schedules (e.g., 4/10 work schedule) will revert to a five-eight work schedule or make up the two (2) hour difference in the work schedule by working an additional two (2) hours or using available vacation or personal leave time.

*In years when January 1st (New Year's Day holiday) falls on a Tuesday, Wednesday, Thursday, or Friday, the Village shall also observe ½ day (1:00 PM to 5:00 PM) on December 31st (New Year's Eve) as a holiday.

Paid and Unpaid Leaves

Vacation Leave

Full-time employees shall be entitled to earn and accrue annual vacation leave with pay. Under no circumstances shall temporary, seasonal, provisional or part-time employees be entitled to the provisions of this section. In the event that an employee's status changes from part time to full time, none of the time that an employee served in a part-time status will count towards the employee's years of service, for the purpose of calculating the employee's rate of vacation accrual. Employees who separate from the Village and are later rehired will not be allowed to count their prior years of service for purposes of calculating their rate of vacation accrual and will commence employment with zero years of service for purposes of vacation accrual.

Vacation leave is accrued for full-time, regular employees based on years of service, as shown below:

- **0–1 years:** 40 hours annually
- **1–3 years:** 96 hours annually
- **3–5 years:** 120 hours annually
- **5–15 years:** 160 hours annually
- **15 up:** 200 hours annually

Vacation leave is granted on an annual basis and is prorated during an employee's first and final year of employment. Upon hire, vacation leave is prorated based on the employee's start date. Employees receive one-twelfth (1/12) of their annual vacation entitlement for each full calendar month remaining in the calendar year from the employee's start date or through the termination date. Employees who use more vacation time than they have accrued at the time of separation may be required to repay the value of any unearned vacation hours, depending on the termination date.

Vacation leave time shall be scheduled and charged to the employee for the actual time away from work. When a Holiday falls on the day before, the day after or during an employee's requested annual leave, it will not be charged against the employee's annual leave balance.

Department Directors are required to discuss employee leave requests with their employees in advance to ensure that the efficient business operations of the Village are not disrupted. Leave may be taken following approval by the Department Director and may only be used as earned.

Annual leave may be accumulated up to a maximum of 200 hours. Any hours accumulated more than 200 hours must be used, rolled over, or cashed out (following the provisions below) by December 31st or the hours accumulated in excess of 200 hours will be forfeited.

Vacation Leave Rollover and Cashout

Employees may elect to request a rollover of up to forty (40) hours of accrued vacation (in excess of the 200-hour maximum) during the second pay period in the month of December each year. Employees electing to rollover accrued vacation time must do so in writing on a form provided by Human Resources.

Employees may elect to request a cashout of up to forty (40) hours of accrued vacation during the second pay period in the month of December each year. Employees electing to cash out accrued vacation time must do so in writing on a form provided by Human Resources. Vacation cashout is based on budgetary approvals and may or may not be available every fiscal year.

Sick Leave

Sick leave is a privilege granted to full-time employees as a short-term income protection plan when employees meet the eligibility requirements. Full-time employees shall be entitled to earn and accrue annual sick leave with pay. Under no circumstances shall temporary, seasonal, provisional or part-time employees be entitled to the provisions of this section.

Each regular full-time employee shall accrue eight (8) hours of sick leave for each full month worked. Sick leave is accrued from the beginning of employment and shall not be used in advance of being earned unless the Village Manager has approved an exception.

Employees shall notify their supervisor of the need to take sick leave as far in advance of their appointed time to begin work as possible. Employees who are absent for three (3) consecutive workdays or one (1) tour of duty for Fire Department personnel may be required by their immediate supervisor and/or Department Director to produce a medical certificate signed by a physician indicating the reason the employee was unable to perform their duties. Evidence of abuse of sick leave constitutes grounds for disciplinary action up to and including dismissal.

Sick Leave Transfer Program

The Program enables eligible Village employees to voluntarily donate a portion of their earned sick leave time to other Village employees who have exhausted their own earned leave and who are suffering from a catastrophic health condition or injury that is expected to require a prolonged absence from work.

1. General Provisions:

    a. All full-time employees who are included in the Village's sick leave are eligible to participate as a recipient or donor in the Program, if the affected employee meets the eligibility conditions specified in Sections 2(e) and 3(e), respectively.

    b. The Program Administrator (the "Administrator") shall be the Human Resources Director or his/her designee.

    c. The donating employee and the receiving employee each shall file with the Administrator an application for donating and receiving sick leave.

    d. An employee may request to receive donated sick leave if the Administrator, in his/her sole discretion, finds that the requesting employee meets the qualifying conditions established in Section 2(e) below.

    e. An employee may volunteer to donate sick leave to an employee who has been authorized to receive sick leave donations if the donating employee meets the eligibility conditions established in Section 3(e) below.

    f. All sick leave donations transferred to the receiving employee shall be hour by hour. The receiving employee shall be paid at his/her regular straight-time rate of pay for all donated sick leave used.

    g. The receiving employee may use donated sick leave only for the condition that qualified him/her for such donations.

    h. The receiving employee cannot use donated sick leave for any purpose once the condition that qualified him/her for such donations ceases to meet the qualifying criteria described in Section 2(e) below. Donated sick leave may be used to cover all subsequent absence(s) attributable to the qualifying condition until the

qualifying condition ceases to be a cause for further absence, even if the receiving employee returns to work in the interim.

2. Qualifying Conditions for The Receiving Employee:

    a. An employee may receive sick leave donated by another employee or other employees if he or she, at the sole discretion of the Administrator, meets all the following conditions:

        i. The receiving employee has been employed full-time by the Village for at least one year and has exhausted or will exhaust, in the current pay period, his/her paid leave balances (both sick and vacation) due to his/her personal illness, injury, impairment, or physical or mental condition which is likely to cause the employee to go on leave without pay; and

        ii. The receiving employee has filed with the Administrator an application for receiving sick leave donations and a medical certification from his/her health care provider verifying the nature and expected duration of his/her condition and the employee's need to be off work; and

        iii. The receiving employee has used his/her sick leave judiciously prior to the qualifying absence; and

        iv. The qualifying absence is not covered by Workers' Compensation, short-term disability and/or long-term disability.

    b. The receiving employee shall not receive more than four hundred eighty (480) hours of donated sick leave for any single qualifying incident.

3. Conditions for Donating Sick Leave to an Eligible Recipient:

    a. The donating employee has been employed full-time by the Village for at least one (1) year; and

    b. An employee requesting to donate sick leave hours must complete an application and submit it to the Administrator; and

    c. A donating employee shall donate no more than eight (8) hours and no less than four (4) hours of sick leave to an approved recipient employee per qualifying absence up to a maximum of twenty-four (24) hours of donated sick leave per year, so long as the donating employee's sick leave balance will not fall below ninety-six (96) hours.

4. Remaining Sick Leave:

    a. Any transferred sick leave remaining to the credit of the recipient employee when that employee's personal emergency terminates shall be forfeited by the recipient employee and will not be returned to any donating employee.

Personal Leave

All full-time employees are granted eight (8) hours of personal leave for the calendar year. New full-time employees with employment effective date after July 1st of any year receive fifty percent (50%) of the hours stated above. Personal leave must be used by December 31st, or it is forfeited.

Bereavement Leave

Employees wishing to take time off to attend a funeral or memorial service of an immediate family member shall notify his/her immediate supervisor at the earliest opportunity. The employee's immediate family shall be defined as the employee's spouse, father, mother, stepparents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law, nieces and nephews. The Village Manager may expand the definition of immediate family upon request of the employee. A maximum of three (3) workdays of paid bereavement leave will be provided to regular full-time employees per incident.

The Village reserves the right to request all pertinent information including deceased relative's name, employee's relationship to the deceased, the name and address of the funeral home, and the date of the funeral.

Military Leave

Any employee who presents official orders requiring attendance for a period of training as a member of the United States Armed Forces Reserve, the Florida National Guard or the State of Florida Reserve may be entitled to Military Leave with pay for a period not to exceed 240 working hours annually in accordance with Chapter 115, Florida Statutes. An employee called to military active duty other than for training will be granted a leave of absence and receive full pay for the first thirty (30) days of active military service.

An employee receiving 240 working hours training period pay or receiving thirty (30) days' pay for active duty shall receive their regular pay irrespective of the amount received from Federal or State Government. After 240 working hours of Military Leave have been used in a calendar year or thirty (30) days for active service, any additional Military Leave will be on a Leave without pay basis.

It is the responsibility of every employee that is a member of the United States Armed Forces Reserve or the Florida National Guard to discuss their Reserve or National Guard status and, to the best of their knowledge, scheduled training dates with their supervisor and/or Department Director.

If an employee is called to active duty, the employee is protected under the Uniformed Services Employment and Reemployment Rights Act (USERRA). The USERRA was enacted to ensure that members of the uniformed services are entitled to return to their civilian employment upon completion of their service. They should be reinstated with the seniority, status, and rate of pay they would have obtained had they remained continuously employed by their civilian employer. The law also protects individuals from discrimination in hiring, promotion, and retention based on present and future membership in the armed services.

A five (5)-year limit (with some exceptions) is imposed on the cumulative length of time a person may serve in the military and remain eligible for reemployment rights with the pre-service employer; this does not include scheduled drills and applies to per employer.

While the employee is on active duty and away from Village employment, there is potential for the employee to purchase service credit from the Florida Retirement System upon returning to active employment with the Village.

The employee is responsible for the employee portion of the medical insurance premium while deployed. If the employee opts out of coverage due to the life qualifying event, the employee will be able to opt back into medical benefits upon returning to active employment with the Village.

Jury Duty and Witness Duty

An employee who is legally summoned to serve on a jury shall be permitted absence with pay. If excused and/or released, the employee shall report to work. If selected to sit on a jury, the employee will be paid but

shall remit any pay received for jury duty to the Village. Employees, while on jury duty, are only to be compensated for time in attendance that coincides with normal scheduled work periods. Employees working other than during normal business hours may have their schedule changed to coincide with the judicial proceedings' hours of attendance.

Employees may use their accrued leave, in accordance with Village policies, to function as a witness at trial or deposition or to attend proceedings in connection with a personal or non-Village related legal action. The employee must submit documentation of the proceedings, including any notice or subpoena compelling the employee's appearance at deposition, hearing or trial.

Domestic Violence Leave

The Village permits leave for victims of domestic violence, in compliance with Florida law, codified in Chapter 741, Florida Statutes. An employee who has worked for the Village for three (3) months or longer may take up to three (3) days of paid leave to seek an injunction for protection against domestic, dating or sexual violence; obtain service from a victim services organization; make their home secure or find a new home; or to seek legal assistance related to domestic violence. The employee may use accrued leave in lieu of unpaid leave.

Compensatory Time

Non-Exempt employees may elect to receive compensatory time off in lieu of overtime pay. An employee who earns overtime and chooses to accrue compensatory time must indicate the amount of overtime they wish to convert to compensatory time in the Time and Labor system prior to payroll processing.

Overtime hours earned for working a Holiday may not be converted to compensatory time.

Once overtime hours are converted, compensatory time can only be used as time off and will not be paid out in lump sum unless the employee terminates employment with the Village.

The maximum annual accrual of compensatory time is eighty (80) hours in a calendar year.

Compensatory time off must be scheduled with supervisor's approval and at a time mutually convenient for the employee and the department.

If a non-exempt employee moves into an exempt position, any compensatory time earned as a non-exempt employee will be paid out prior to the employee moving into an exempt position.

If an employee terminates employment, the compensatory time balance will be paid at the time of separation at the final hourly rate.

Administrative Leave

Paid Administrative Leave will be used in the event of office closure; the time off from scheduled work will not require the use of accrued leave.

Any employee who cannot perform the essential functions of their position or charged with a crime may be placed on an unpaid administrative leave until they can demonstrate job fitness or until such charge is dismissed by the prosecuting authority or until a decision settling the case is rendered. Employees are required to inform the Department Director of a formal accusation, information or charge. An employee who is placed on unpaid administrative leave for a criminal issue pursuant to this section shall be afforded an opportunity to meet with the Village Manager to discuss the circumstances of the arrest, formal accusation or information. The meeting shall afford the employee the opportunity to explain the circumstances so that the Village Manager may, in their sole and exclusive discretion, determine the appropriate course of action, which may include, but is not limited to: continuing the leave without pay; converting the unpaid leave to one with pay pending further inquiry; reinstating the employee with back pay; and/or any other action.

Notwithstanding any limitations on the length of leave set forth elsewhere, unpaid leave under this Section may continue until the employee can demonstrate job fitness or through the resolution of the criminal proceedings related to the arrest, formal accusation, or issuance of an information, or until an administrative determination is rendered. Any extensions of time or continuances of any administrative proceedings (including the preliminary meeting with the Village Manager) related to unpaid leave that is attributable to, or caused by, the employee shall be deemed a waiver of any claim for back pay or other benefits lost as a result of that extension of time or continuance.

An acquittal or dismissal of the criminal charges related to the arrest, formal accusation, or issuance of information (if any such action occurs before the conclusion of any administrative action or inquiry) shall not automatically entitle the employee to reinstatement or any other relief. Instead, upon the conclusion of the criminal proceedings, the Village may conduct (i.e., commence or continue, as appropriate) an administrative investigation or inquiry and, if appropriate, impose disciplinary action up to and including termination. The resolution of the criminal charges may be used as a factor in any administrative determination. For purposes of this rule, the fact that adjudication is withheld or any criminal proceeding that terminates upon the employee's plea of nolo contendere shall not prevent the Village from conducting its own administrative investigation and taking appropriate disciplinary action.

Leave Without Pay

A regular employee may be granted leave without pay for sickness, disability, or other sufficient reasons, which are considered in the best interests of the Village and the employee. All leave without pay must be approved by the Village Manager.

Employees will be responsible for the full and total medical, dental, vision premiums, and supplemental insurance while on leave without pay status. If the employee is a member of the Florida Retirement System, the employee will not receive service credit or contributions for leave without pay. The employee is not covered by the Village's life insurance policy while on leave without pay.

Family and Medical Leave

Pursuant to the Family and Medical Leave Act of 1993 (FMLA), an employee must have a minimum of twelve (12) months of service with the Village and at least 1,250 hours worked during the twelve (12) months preceding the date a request for FMLA leave is made to qualify for leave under the FMLA. Only hours worked are counted towards the 1,250-hour requirement. Paid leave of any kind does not constitute "hours worked".

An eligible employee is entitled to a maximum of twelve (12) weeks of unpaid leave in any 12 months due to one or more of the following reasons:

A. The birth of the employee's child or placement of a child with the employee for adoption or foster care.

B. The medical need to care for an immediate family member (spouse, child, stepchild, parent, or grandparent) with a serious health condition (defined below).

C. The inability of an employee to perform his/her job function because of a serious health condition.

D. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a service member on covered active duty (or has been notified of an impending call or order to covered active duty).

Spouses employed by the Village are jointly entitled to a combined total of twelve (12) weeks of FMLA leave for the following reasons:

A. The birth of the employee's child or to care for the child after birth.

B. The placement of a child with the employee for adoption or foster care, or to care for the child after placement.

C. To care for the employee's parent with a serious health condition.

FMLA leave associated with the birth or placement of a child for adoption or foster care must be completed within twelve (12) months of the birth or placement.

However, a husband and wife may each take twelve (12) weeks of FMLA leave if they are needed to care for their newborn, adopted, or foster child who has a serious health condition, provided that the husband and wife have not previously exhausted their FMLA entitlements during the applicable twelve (12)-month FMLA leave period. Spouses employed by the Village are jointly entitled to a combined total of twenty-six (26) weeks of FMLA leave during any single twelve (12)-month period for leave taken to care of a covered servicemember with a serious illness or injury and any other FMLA qualifying reason.

The terms "child" or "stepchild" include a person eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability.

The full FMLA policy and procedure can be found on the Human Resources page, Employee Resources.

Workers' Compensation

As required by Florida statutes, all Village employees and volunteers are covered under Florida's workers' compensation laws. Employees sustaining work-related injuries shall notify their immediate supervisor and/or Department Director as soon as possible after the injury and no later than the end of the workday. The Department Director will notify the Human Resources Director as soon as possible after the accident. Benefits are not paid until after the first seven (7) calendar days of a job-connected illness or injury. If the illness or injury prevents the employee from returning to work for the Village for more than seven (7) calendar days, then, beginning the eighth (8th) calendar day, the employee receives an amount equivalent to 66-2/3% of the average gross weekly salary.

An employee who sustains an on-the-job injury or sickness related to employment shall be entitled to the currently applicable Workers' Compensation benefits under Florida Statute Chapter 440. This includes medical attention, time loss, and wage loss as defined in Chapter 440. Any negligence on the part of an employee shall instead cause the use of sick leave accumulations or the use of other forms of compensation and time. Failure to use appropriate safety equipment or where there is drug involvement, either of which may have been the cause of an accident, results in at least a 25% reduction in occupational disability payments.

The rate of pay utilized in the computation for benefits is the amount per hour paid to the employee at the time of the accident.

When an employee is injured, the following shall apply:

- The employee shall immediately notify their supervisor of any injury and in all cases at least within twenty-four (24) hours of their occurrence. An executed copy of the DWC-1 must be completed.
- The employee must completely cooperate with medical direction, advice, and any physical therapy recommended, which is made available from the medical panel of providers. All authorized physical and occupational therapy sessions will be scheduled during the employee's non-duty time, if the employee is otherwise able to work, to the extent possible.
- The employee shall apply for any pension benefits (local, state, or federal) to which he is entitled,

which may result in a substitution of payments normally made by the Village.

- If the workers' compensation physician clears an employee for "light duty," placement in such status shall be at the sole discretion of the Department Director based on operational needs.

Benefits

Health, Dental, and Vision

All full-time employees are eligible for group medical, dental, and vision insurance coverage. Employees who begin employment before the 1st of the month will be eligible for benefits on the 1st of the following month. For example, if you start employment on July 28th, you are eligible for benefits on August 1st.

The Village shall seek to provide health coverage at minimal cost to employees, but the cost borne by the Village and cost shared by the employee will fluctuate annually based on available funding as determined by the Village Council during the budget approval process.

Health Insurance Opt-Out

Village employees have the option to opt out of the offered group medical insurance. If an eligible employee elects to decline the Village's offered group medical insurance, the employee must submit an executed Health Insurance Opt-Out form and provide proof of insurance to Human Resources within the first thirty (30) days of employment or during the open enrollment period. The Village may elect to provide a Health Insurance Opt-Out stipend, depending on available funding as determined by the Village Council during the annual budget approval process.

Voluntary Supplemental Insurance Plans

Full-time employees are eligible to participate in voluntary supplemental insurance plans at 100% of the premiums paid by the employee through after-tax payroll deductions. Supplemental insurance plans are offered at the time of hire and during open enrollment periods.

Basic Life and Accidental Death and Dismemberment Insurance

The Village provides Basic Term Life insurance for all eligible employees at no cost. The benefit amount for active employees is one (1) time the employee's annual salary, rounded to the next higher multiple of $1,000 (if not already a multiple of $1,000) to a maximum of $100,000. The Basic Term Life insurance benefit will be paid in the event of the insured’s death.

The Village provides Accidental Death & Dismemberment (AD&D) insurance, which pays a benefit in addition to the Basic Term Life benefit when death occurs because of an accident. The AD&D benefit amount equals the Basic Term Life benefit amount.

Retirement

The Village is a member of the Florida Retirement System and will make employer-based contributions for all regular employees hired after January 1, 2016. All participating employees are required to make contributions. Contribution rates are set by the state legislature and adjusted on the first day of July every year.

Employees hired for six (6) months or less, temporary or seasonal employees, do not qualify for the Florida Retirement System.

Full-time employees will also be eligible to make voluntary contributions to a deferred compensation plan at the time of hire or during open enrollment periods.

Training Opportunities

Village employees are encouraged to participate in training opportunities that enhance job skills and knowledge. Based on funding availability, training opportunities may include courses, seminars, and conferences.

Authorization for training is recommended by the Department Director and approved by the Village Manager. Directors are encouraged to plan and budget for staff training accordingly.

If a non-exempt employee is required to attend training sessions, which results in more than forty (40) hours worked in the workweek, including the training and travel, the employee shall be paid overtime or compensatory time at 1.5 hours for each hour over forty.

Staff's time to attend the conference will be treated as hours worked unless all of the following conditions apply: the attendance is outside the employees' shift; the attendance is voluntary; the training is not related to the employee's job; and the employee does not perform productive work while attending the conference.

In any workweek in which an employee attends an approved conference, their schedule will follow the conventional 5-day/8-hours per day schedule.

Education Reimbursement

The Village is committed to the continued success of its employees and encourages advanced education. To assist employees with pursuing higher education, the Village offers tuition reimbursement for approved degree programs or courses of study at accredited educational programs in accordance with Administrative Procedure #HR002.

Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Village provides continuation coverage in accordance with federal law [Public Law 99-272, Title X, as amended, commonly known as COBRA]. COBRA requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end ("Qualifying Events"). Notice of the rights and obligations under COBRA is provided to all employees and their families upon commencement of coverage under the Village's group health plan.

Village employees have the option to continue their medical, dental, and vision insurance plans when a qualifying event would normally result in the loss of eligibility. Some common qualifying events are resignation, termination, divorce, legal separation, and dependent children no longer meet eligibility requirements. COBRA allows the employee to continue coverage under the Village's medical, dental, and vision plans at their own expense for a limited time. Additional program requirements are available from the Human Resources Director.

Performance Management, Disciplinary Action, and Appeals

It is the duty of every employee to make conscientious efforts to work and behave in accordance with the values, service standards, rules, and regulations of the Village and the Department where they work. Each employee is expected to be self-disciplined and to work hard to be the best at what they do.

Performance Management

Performance management is an ongoing cycle of creating a performance plan, observing, documenting performance and behavior, providing feedback, coaching, and mentoring, and finally, evaluating performance to assess trends and plan for the future. The goal of the performance management process is to help employees and leaders achieve the organization's overall vision.

Evaluating and managing employee performance is a continuous and, sometimes, complex process that is the primary responsibility of those holding positions that supervise others.

Managing employee performance has many components, such as:

- Setting goals and objectives to achieve successful performance.
- Evaluating the performance against the goals and objectives of the position.
- Monitoring performance and coaching for improvement.
- Implementing corrective action or discipline.

Performance Evaluation

The evaluation process will allow employee feedback and must be signed by the employee, the supervisor conducting the evaluation (where applicable), the Department Director, Human Resources Director, and the Village Manager.

Employee evaluations will be conducted as follows:

Probationary – Shortly following the completion of an employee's probationary period. The evaluation will recommend continuation of employment, continuation of employment on a probationary status, or release from employment.

Mid-Year – Every employee will be evaluated in March at the midpoint of the Village's fiscal year. Mid-year evaluations are to be completed by the last business day of March unless the Village Manager grants an extension.

End of Year - End-of-year evaluations will be conducted in September and are due on the last business day of the month unless the Village Manager grants an extension. End-of-year evaluations will be used to determine merit-based bonuses or an increase if funding for such is included in the approved budget. Any increase shall become effective on the first day of the first full pay period in the fiscal year. Probationary employees will not receive any evaluation other than probationary, and those elevated to continued employment following the Mid-Year evaluation will not be eligible for a merit-based bonus following their first End of Year evaluation.

Disciplinary Action

Corrective action is typically warranted when an employee is not meeting standards of attendance, performance, or conduct. To implement corrective action, the Village endorses a policy of progressive discipline in which it attempts to provide notice of deficient performance and an opportunity to improve. The Village does, however, retain the right to administer discipline in any manner it sees fit. The Human Resources Director shall be consulted before any formal disciplinary action is taken.

Progressive discipline is a process that is used to address employee performance issues, behavior, and violations of policy and/or procedures. It is called "progressive" because the consequences increase in severity if the employee does not improve. The goal is to help employees understand the problem and give them a chance to improve before moving to more serious consequences.

When an employee is not successful at meeting the requirements of the job, it is the responsibility of the immediate leader and/or the Department Director to mentor, counsel, and discipline employees to correct performance problems.

Forms of Discipline

The Village recognizes the forms of discipline (in order of severity):

Coaching for improvement (verbal warning) - The point of administering any type of coaching in a workplace setting is to change negative behaviors into positive ones. Coaching for performance sets the tone to influence and empower the employee to make the performance or behavioral changes willingly.

Written warnings - A written warning is formal documentation of an incident or violation of policy/expectations. The written warning shall be signed by the immediate supervisor or Department Director, and a copy provided to the employee. A copy must also be kept in the employee's personnel file maintained by the Human Resources Director.

Performance Improvement Plans (PIPs) – A PIP is a detailed description of all areas that an employee is expected to improve, with specific actions the employee is to take and/or complete by certain dates and defined measurable outcomes. A PIP must be written and delivered to the employee by the Department Director or Village Manager. PIPs must be signed by the Department Director, Human Resources Director, and the employee, and a copy given to the employee as well as kept in the employee's personnel file maintained by Human Resources.

Suspension – Employees may be suspended with or without pay by the Village Manager.

Demotion – Reassignment of an employee to a position in a lower grade or at a lower pay rate/salary based upon their inability to perform their current position. Demotion is an option only for employees who have demonstrated satisfactory attendance and conduct.

Termination – Termination should be reserved for the most serious offenses and where employees show an inability to improve their attendance, conduct, or performance. The Village Manager has ultimate responsibility for all terminations.

Types of Offenses

The list includes, but is not limited to, reasons that may require disciplinary action, up to discharge. A violation of any reasonable standard of employment, whether or not specifically listed herein, will result in appropriate disciplinary action, which may include discharge for the first offense, depending upon the seriousness of the offense.

- Willful or repeated violations of State or Federal law or of these policies and procedures.
- Insubordination - Refusal to respond to authority's reasonable request(s) or instruction.
- Misconduct - Behavior not conforming to prevailing standards. Misconduct may include, but is not limited to, the following: Fighting or inflicting bodily harm on another person, gambling, dangerous horseplay, being under the influence or possession of illegal drugs or alcoholic beverages, immoral behavior, smoking in restricted areas, any violent act or language that adversely affects morale, production, or maintenance of discipline. Rudeness or acts of disrespect to members of the public, supervisors, or other employees, on duty or off duty. Employees shall not consume or be under the

influence of alcoholic beverages while on duty, nor shall they use or be under the influence of, consume, or possess illegal substances while on duty, or on Village property at any time.

- Theft or pilfering – Possessing, unauthorized use of, taking, removing, destroying, or tampering with Village property without proper authorization.
- Fraud or Dishonesty – Falsification of Village documents, records, or failure to give complete information for personnel records. Intentionally making false statements, either oral or written, about the Village, other employees, supervisors, oneself, or work situations.
- Absenteeism or abuse of sick leave – Habitual or excessive absence from work, or failure to return to work promptly upon expiration of leave or vacation.
- Tardiness - Failure to report to the assigned workstation on or before the scheduled starting time.
- Leaving assigned work area – Except for emergency reasons or with the supervisor's approval, employees are not to leave their assigned work area.
- Misuse of time – Sleeping or other acts of inattention or neglect of duty. Unauthorized sale of articles or services, distribution or posting of literature, canvassing, polling, or petitioning.
- Abuse of Village policies and procedures – Misuse or abuse of established Village policies such as vacation, sick leave, leave of absence, excused absence, or any rule, regulation, policy, or procedure.
- Safety violations – Unauthorized possession and/or use of weapons, ammunition, or explosives. Failure to observe Village and general safety practices and regulations. Neglect in the safety of others or the committing of unsafe acts in the use and care of Village property or equipment.
- Illegal driving – Driving a private or Village vehicle while on Village business when not possessing a valid Florida driver's permit or liability insurance, in accordance with the Village safety policies.
- Malicious or negligent destruction of property – Willful or malicious destruction of Village property. Damage to property by failing to use proper equipment, care, and good judgment.
- Incompetence or inefficiency – Inability or failure to perform work of an acceptable standard after a reasonable trial and training period.
- Discrimination in employment – Discrimination against an employee or an applicant for employment because of race, color, national origin, sex, religion, creed, sexual orientation, handicap, or age as defined in State and Federal laws.
- Acceptance of unauthorized compensation.
- Misfeasance – The doing of a lawful act unlawfully or improperly so that there is an infringement on the rights of others.
- Possession, use, sale, attempt to sell, or procure any illegal substances on or off Village property, whether on or off duty.
- Use or procurement of alcoholic beverages while on duty. Use of alcoholic beverages while operating or riding in a Village vehicle.
- Discourteous, insulting, abusive, or inflammatory language or conduct toward co-workers or the public.
- Sleeping or hiding during duty hours.

Indictments, Prosecutions, Arrests

It is the responsibility of the Village to maintain a proper workforce. Employees who are arrested, indicted by a Grand Jury, or on whom information has been filed by a prosecuting official shall be given a pre-determined hearing to determine the effect of said action and/or the circumstances surrounding said actions on their employment with the Village, which may result in disciplinary action. If the employee is tried and found guilty and the conviction is not reversed, or he or she pleads guilty to the offense, he or she may be terminated from his or her position in the Village.

Failure to Cooperate in a Job-Related Investigation

As a condition of employment, any Village employee may be required, upon due notice, to cooperate with respect to any job-related hearing or investigation scheduled by the Village, or any person, or body authorized to act on its behalf. This duty of cooperation also extends to any "outside" agency, body or court of law with respect to any job-related matters.

Any employee who refuses to appear at any such hearing or inquiry, or who having appeared fails to answer questions related to the performance of their official job duties will be considered to have resigned from their employment with the Village.

Appeals

An employee may appeal any of the disciplinary actions listed above to the Village Manager within seven (7) calendar days after notice of the disciplinary action. All appeals must be in writing and set forth the reasons why the employee feels the action was not warranted.

Upon receipt of a timely appeal, the Village Manager shall schedule a meeting with the employee and the employee's supervisor and/or Department Director. The Village Manager will hear the appeal and may make further inquiries into the matter. The Village Manager shall make a final decision within three (3) business days and transmit a written copy to the employee via first-class mail to the employee's address on file within three (3) business days.

Employees who are members of the union and covered by the CBA shall follow the appeals procedures identified in the CBA and are not permitted to use the appeals procedure described herein.

Employee Complaint Procedure

Purpose

The purpose of this policy is to assure employees who file claims pertaining to a violation of these policies, as well as Departmental rules and regulations, that those claims will be considered fairly, rapidly, and without reprisal. Disciplinary action is not subject to this section but may be appealed as described in the Disciplinary Action section of the Policy.

Procedure

Step One:

An employee shall present his/her complaint in writing to their Department Director within five (5) business days of the incident. Department Directors shall submit complaints in writing to the Village Manager.

Step Two:

The Department Director shall provide a written response to the complainant within three (3) business days of receiving the complaint.

Step Three:

If the complainant is not satisfied with the response from the Department Director, he/she may ask the Village Manager to review the complaint within seven (7) business days of the response.

Step Four:

The Village Manager shall provide a written response to the complainant within seven (7) business days of receiving the complaint. The matter will be considered closed, and the associated correspondence will be maintained in the employee's personnel file.

Exception:

If the complaint is about the Village Manager or any other person whose official or political position leads an employee to believe that the complaint may be ignored or handled improperly, the individual who experiences or sees any prohibited form of harassment which he/she is required to report may report the conduct to the Village Attorney, who shall see that it is properly processed in accordance with Administrative Procedure #HR001 and kept confidential to the extent possible. Individuals who make complaints have an obligation to assist and cooperate with the Village’s investigation.

Separation from Employment

Resignation

An employee who terminates voluntarily may resign in good standing, provided the employee gives a minimum of two (2) weeks' notice to the Department Director. Department Directors are expected to give a minimum resignation notification of at least thirty (30) days. Under appropriate circumstances, the Director or the Village Manager may approve a shorter notice period.

Resignations shall be submitted in writing, signed by the employee, and provide an effective date. However, an oral resignation may be accepted under certain circumstances. The Department Director or the Village Manager will forward the resignation to the Human Resources Director to be placed in the employee personnel file.

Termination - Fully Vested in Florida Retirement System (FRS)

If an employee resigns and is fully vested in the Florida Retirement System (FRS) Pension Plan and has met the vesting requirements based on hire date (six-year vesting period for employees hired prior to July 1, 2011, or eight-year vesting period for employees hired July 1, 2011, or later), you may be eligible to retire immediately.

If you are in the FRS Investment Plan and have one or more years of creditable service, you are eligible to retire.

Termination - Not Fully Vested in Florida Retirement System (FRS)

Employees participating in the Florida Retirement System (FRS) Pension plan who are approaching retirement should contact an FRS representative to determine their retirement eligibility. Normal retirement eligibility is determined by your age and years of creditable service.

If you are in the FRS Pension Plan, there is a six-year vesting period for employees hired prior to July 1, 2011, and an eight-year vesting period for employees hired July 1, 2011, or later. If you are not vested in the plan, you retain ownership of that service credit, but do not qualify for a future benefit until such time that you accrue a total of six years of creditable service for employees hired prior to July 1, 2011, and an eight-year vesting period for employees hired July 1, 2011, or later (which do not have to be consecutive or with the same employer).

If you are in the FRS Investment Plan, there is a one-year vesting period. If you have less than one year in the plan, you must be re-employed with an FRS participating agency (in a benefits-earning position) within five years to retain ownership of the employer's contributions in your account. If you are not employed with a participating agency within five years, you will forfeit your unvested account balance.

If you are in the FRS Pension or Investment Plan, please contact the MyFRS Financial Guidance line at (866) 446-9377 for distribution/retirement options.

Retirement

Retirement is a voluntary separation from the employment of the Village upon completion of a specified term of service with entitlement to benefits, then in effect from a plan administered by the Village. An employee planning to retire shall advise the Human Resources Director no less than six (6) weeks in advance of the retirement date.

Medical

If disability of any kind is discovered and it impairs the employee's ability to perform the essential functions of the job or makes continuance of the job a direct threat to the safety or welfare of the employee or others,

the Village may request that the employee be examined by a Village-selected physician. The following action shall be taken:

A. An employee may be separated for disability because of a physical or mental impairment when he/she cannot perform the essential functions of the job with reasonable accommodation as determined by the Village. In all cases, the decision to separate must be supported by medical evidence acceptable to the Village Manager. The Village may require an examination at its expense and performed by a physician of its choice.

B. If the employee cannot be accommodated to perform the essential functions of his/her job, the Village may attempt to place the employee in another vacant position that the employee can perform with or without reasonable accommodation.

C. In accordance with the ADA, employees will be provided reasonable accommodation for qualified disabilities, provided the accommodation does not cause undue hardship on the Village as determined by the Village Manager.

D. The Village reserves the right to require an evaluation of an employee to verify their fitness for duty whenever a reasonable belief based on objective evidence exists to question fitness for duty. The failure to cooperate is considered insubordination.

Reduction in Force

The Village may reduce the number of employees because of a lack of funds, shortage of work, the completion of a project, or any other cause not reflective of poor performance by the employee. The duties of any employee separated by a reduction in force may be reassigned to other employees.

Involuntary Separation

Involuntary separation is the termination of employment initiated by the Village. Involuntarily separated employees are not eligible for rehire and will not receive payout of any leave balances.

Death

For record-keeping purposes, separation shall be effective on the date of death. All benefits due to the employee, as of the effective date of separation, will be paid to the beneficiary as designated by the employee on their benefit enrollment forms. Any final wage payments will be made to the beneficiaries listed on the employees' Village-provided life insurance.

Exit Interviews

Separated employees will be given the opportunity to participate in an exit interview electronically during the offboarding process.

Village Property

At the time of separation and prior to receiving final monies due, all records, equipment, uniforms, keys, tools, and other items belonging to the Village in the employee's custody must be turned in to the Department Director. The Director shall acknowledge receipt of such items in writing and submit the certification to the Human Resources Director for the former employee's personnel file. Any monies owed to the Village due to an employee's failure to return Village property may be offset against the employee's final paycheck or may be collected through civil action or criminal charges.

Pay on Separation

Employees who are involuntarily separated from employment with the Village, including probationary employees, are not eligible to receive payment of any accrued benefits, including vacation and sick leave, unless otherwise determined by the Village Manager. Any monies due to the Village may be withheld from final pay at separation. Final payments will be paid in accordance with Florida State Statutes.

Sick Leave Pay Upon Termination

Employees hired prior to September 30, 2018, who are resigning, retiring, or being laid off in good standing from the Village shall be paid for half of their sick leave balance. Employees with an effective date of hire as a full-time employee on October 1, 2018, or after, will not receive payout of accrued sick leave balance.

Sick leave balance payout will be paid in full and made to an employee's beneficiary as indicated on the Village life insurance policy in the event of their death.

Vacation Leave Pay Upon Termination

Accumulated vacation leave will be paid to employees who are resigning, retiring, or being laid off in good standing with the Village. Leave will be paid out at the employee's current rate of pay. Terminated employees may be denied vacation balance payout as determined by the Village Manager.

Vacation leave balance payout will be made to an employee's beneficiary as indicated on the Village life insurance policy in the event of their death.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Islamorada, Village of Islands Employee Policies and that I have read it, understand it, and agree to comply with it. I understand that the Village has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the policies at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify these policies. Changes can only be made if approved in writing by the Village Council. I also understand that any delay or failure by the Village to enforce any rule, regulation, or procedure contained in the policies does not constitute a waiver on behalf of the Village or affect the right of the Village to enforce such rule, regulation, or procedure in the future.

I understand that neither these policies nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Village representative, I am employed "at-will" (to the extent permitted by law), and these policies do not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Village representative) or a collective bargaining agreement that conflicts with the terms of these policies, I understand that the terms of the employment agreement or collective bargaining agreement will control.

These policies are not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). These policies are not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law or regulation. Furthermore, nothing in these policies prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

These policies supersede any previous policy statements, whether written or oral, issued by Islamorada, Village of Islands.

If I have any questions about the content or interpretation of these policies, I will contact Human Resources.

_____ _____

Signature Date

_____

Print Name

APPENDIX

Personnel Policies Updates

REVISION 1

Related Section	Revision/Addition	Comments
Vacation	Revision	Revised accrual – from “days” to “hours” per year. Added language to “frontload” vacation bank with prorating for hire and termination. Page 32.
Outside Employment/Contractual Relationships	Revision	Revised to include self-employment and disciplinary sanctions. Page 9-10

Editorial Change Log

The following table summarizes the minor editorial updates made to improve clarity, consistency, grammar, punctuation, and readability without changing the policy's intent.

Section	Original Issue	Revision Made	Change Type
Code of Conduct – Compliance with Public Records Act	Wording around storage/destruction was awkward	Clarified records-storage language	Clarity
General Policies – Use of Village Vehicles	Sentence about license loss/suspension was awkward	Clarified notification requirement	Clarity
Compliance – Sexual Harassment	Grammar issue: “will treat as if”	Changed to “will be treated as if”	Grammar
Paid and Unpaid Leaves – Workers’ Compensation	Sentence contained minor grammar issues	Cleaned up grammar and title usage	Grammar / consistency
Compliance – Reporting Discrimination and/or Harassment	Redundant / awkward investigation phrasing	Simplified wording for clarity	Grammar / readability
Recruitment and Appointment – Applications	Screening paragraph needed cleanup	Improved grammar and flow	Grammar / readability
Work Hours and Pay – Attendance	Sentence structure around absence/tardiness was awkward	Revised for clarity	Grammar / readability

Work Hours and Pay – Remote Work	“Village wide” formatting inconsistent	Corrected to “Village-wide”	Grammar / style
Paid and Unpaid Leaves – Administrative Leave	Legal term misspelled: “nolo contendre”	Corrected to “nolo contendere”	Spelling / legal terminology
Benefits – COBRA	HR title reference inconsistent	Standardized to “Human Resources Director”	Terminology consistency
Code of Conduct – Ethical Guidelines	Inconsistent department/title references	Standardized references to Human Resources and Department Director	Terminology consistency
Compliance – Sexual Harassment	“Department Head” terminology inconsistent	Replaced with “Department Director”	Terminology consistency
Compliance – Sexual Harassment	Reporting sentence used inconsistent title language	Standardized reporting reference to Department Director	Terminology consistency
Employee Complaint Procedure	“Director / Department Head” title references varied	Standardized to “Department Director” where appropriate	Terminology consistency
General Policies – Drug-Free Workplace	Reference to HR page was inconsistent	Standardized to “Human Resources page”	Terminology consistency
Global terminology cleanup	Mixed references to HR office/department	Standardized selected uses to “Human Resources”	Terminology consistency
Global terminology cleanup	Mixed references to “Department Head,” “Director,” etc.	Standardized selected instances to “Department Director”	Terminology consistency
Paid and Unpaid Leaves – Family and Medical Leave	HR page reference inconsistent	Standardized to “Human Resources page”	Terminology consistency
Paid and Unpaid Leaves – Workers’ Compensation	Title inconsistency: “Human Resources Manager”	Changed to “Human Resources Director”	Terminology consistency

Work Hours and Pay – Attendance	HR terminology inconsistent in accommodation sentence	Standardized to “Human Resources”	Terminology consistency

Council Communication

To: Mayor and Village Council
From: Terry Abel, Fire Chief
Date: September 8, 2026
SUBJECT: **Resolution Approving the Rankings and Vendor Selection for RFP 26-09 - Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20 TAB 8**

Background:
Fire Station 20 has been the iconic focal centerpiece for fire rescue services in Islamorada since 1942. Originally a two-bay station built by volunteers in 1942 it later got an addition with a second floor and two additional bays in the mid 1970's. After incorporation the Village did some remodeling to upgrade some aspects of the building however it was deemed in 2003 that an extensive remodel was needed. The project started in 2004 and was completed in 2005 just prior to the arrival of Hurricane Wilma. The renewed station with its addition of bunk rooms, a full kitchen and new emergency operations center has been operating at the location ever since. Over the past twenty years the station has been painted twice and had a new roofing system installed, two sets of roll-up doors for the bays, updated elevator, bunk room remodel along with many other smaller projects to keep the building maintained and able to service our community well. Over the past couple years we have been experiencing water leaks in the station that are not from the roof. We have repainted, resealed, caulked and tested to try to reseal the building. Two attempts from contractors to chase specific areas of concern without success. The current paint job is weathered and in need of getting updated, seams, joints, and windows re-caulked. A vehicle hit the station and did damage to the facade at the front and there is also damage to the roof line facade in multiple spots around the building in need of repairing. All that in consideration, we figured it best to approach this as a whole building approach to watertight, re-caulk, repair and paint the entire structure on the outside.

Analysis:
On July 15, 2026, the Village issued Request for Proposals (RFP) 26-09 to solicit proposals from qualified proposers to complete professional surface repairs and exterior paint services for Islamorada Station 20 located at 81850 Overseas Highway, Islamorada, Florida 33036 (the "Project"). RFP 26-09 was issued in accordance with Section 2-327(b) and (c)(4) of the Village Purchasing Guidelines and was publicly advertised through DemandStar, on the Village website, and in Keys Weekly. Addendum No. 1 was issued during the solicitation period to address vendor questions and clarify project requirements.

The Village received six responsive proposals by the August 14, 2026 submission deadline. The proposals, including the respective cost proposals, are available for review through the Village's CivicClerk Public Meeting Portal. An Evaluation Committee consisting of Fire Chief Terry Abel, Building Official Sheila Denoncourt, and Fire Lieutenant Filip Torodov evaluated

each proposal during a publicly noticed meeting held on August 28, 2026. The Summary Minutes of the Evaluation Committee meeting are attached as Exhibit "B."

Each evaluator independently scored the proposals using the evaluation criteria established in the RFP. The maximum possible committee score was 270 points. Following the evaluation, the Committee unanimously ranked Engineered Coating Solutions as the highest-ranked proposer and recommends award of the Project.The final evaluation results are summarized below.

Rank	Proposer	Score	Proposed Cost
1	Engineered Coating Solutions	196	$42,752.67
2	Geordis Construction Corp.	196	$50,370
3	MTD Painting and Construction	195	$20,575
4	Island Villa Construction	183	$35,269.26
5	Ralph Merritt Construction	174	$45,360
6	Pro Blast of South Florida	138	$73,500

While Engineered Coating Solutions and Geordis Construction Corp. tied, the committee preferred to move forward with Engineered Coating Solutions as their proposal highlighted more commercial work and was less expensive than Geordis Construction Corp. Engineered Coating Solutions' submission, including its cost proposal, is attached as Exhibit "A."

Budget Impact:
The total amount of the selected proposal is $42,752.67.

Funding for this Project is available within the General Fund as part of the allocation for Fire Rescue Repair & Maintenance for $52,000. The Resolution authorizes expenditures in an amount not to exceed $42,752.67 plus 10% contingency bringing the total to $47,027.93, providing sufficient budget authority to complete the Project, including any minor adjustments that may be required during implementation.

Staff Impact:
No staff impact is envisioned. Crews will coordinate with contractor for access concerns to mitigate prior to commencement of work.

Recommendation:
It is recommended that the Village Council adopt the proposed resolution approving the final rankings and recommendations of the Committee and authorizing the Village Manager and Village Attorney to enter into an agreement with the vendor for the requested project.

Attachments:
1. Resolution_RFP 26-09 Station 20 Painting
2. Exhibit A - Engineered Coating Solutions Proposal
3. Exhibit B - Minutes-evaluation_committee_RFP_26-09
4. Alternate Proposals Not Selected

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS AND RECOMMENDATIONS OF THE RFP 26-09 EVALUATION COMMITTEE FOR SELECTION OF A CONTRACTOR FOR PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20; AUTHORIZING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO NEGOTIATE AN AGREEMENT FOR THE SERVICES; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Islamorada Fire Station 20 serves as the central station for Village fire rescues services, public trainings, workshops, hosts our emergency operations center and other official public meetings; and

WHEREAS, the Fire Station 20 has developed a number of water penetrations from the weathering of it paint coatings, a vehicle crash into the building and is need a recaulking, resealing and painting; and

WHEREAS, on July 14, 2026, the Village issued Request for Proposals (RFP) 26-09 to solicit proposals from qualified firms to provide professional surface repairs and exterior paint services for Islamorada Fire Station 20, 81850 Overseas Highway, Islamorada, Florida 33036 (the "Project"); and

WHEREAS, RFP 26-09 was issued in accordance with Sections 2-327(b) and (c)(4) of the Village Code; and

WHEREAS, the Village received a total of six (6) responsive proposals in connection with RFP 26-09 following the advertisement period; and

WHEREAS, the Village Manager established an Evaluation Committee (the "Committee") to review responsive proposals and make a recommendation to the Village Council for the selection of a Contractor to complete the Services; and

WHEREAS, the Committee reviewed the responsive proposals received using the selection criteria detailed in RFP 26-09 and recommends selection of the highest-ranked proposal from Engineered Coating Solutions for completion of the Project for an amount not to exceed Forty-Seven Thousand Twenty-Seven Dollars and Ninety-Three Cents ($47,027.93); and

WHEREAS, the Village Council finds that approval and selection of Engineered Coating Solutions for the Project is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Approval of Selection. The Village Council hereby approves of the ranking of the proposals as provided by the Committee and approves the selection of Engineered Coating Solutions to complete the Project.

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate an Agreement with Engineered Coating Solutions on behalf of the Village.

Section 4. Execution of Agreement. The Village Manager is authorized to execute an Agreement with Engineered Coating Solutions on behalf of the Village, to execute any other required documents to implement the terms and conditions of the Agreement, and to execute any extension or amendments to the Agreement, subject to approval as to form and legality by the Village Attorney. If such negotiations are unsuccessful, then the Village Manager or designee and the Village Attorney are authorized to negotiate and execute an agreement with the second-ranked contractor.

Section 5. **Authorization of Fund Expenditures.** Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the Services.

Section 6. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

ENGINEERED
COATINGS SOLUTIONS

Engineered Coatings Solutions, LLC

888 Blvd of the Arts #1906

Sarasota, FL 34236

Date: August 12, 2026

To: Village of Islamorada

Attn: Village Clerk

86800 Overseas Highway

Islamorada, FL 33036

RFP 26-09 Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20

To the Members of the Selection Committee:

Engineered Coatings Solutions, LLC is pleased to submit our proposal for **RFP 26-09 Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20.** This letter provides required organizational disclosures, project staffing allocations, past project experience, and reference disclosures.

A) Statement of Qualifications

Engineered Coatings Solutions, LLC is uniquely qualified to perform this engagement due to our specialized expertise in industrial surface preparation, structural concrete restoration, and high-durability elastomeric coatings engineered for harsh coastal environments. Operating throughout Florida, our technical capabilities in substrate profiling, moisture mitigation, and marine-grade protective systems ensure long-term protection against salt spray, high UV degradation, and wind-driven rain for critical municipal infrastructure.

B) Assigned Project Staffing

Engineered Coatings Solutions, LLC will assign a dedicated team of **three (3) professional staff members** to complete the project without disrupting 24/7 emergency operations:

- 1 Project Manager**:** Single point of contact overseeing client coordination, project scheduling, quality compliance, and submittals.
- 1 On-Site Foreman & Safety Lead**:** Full-time supervisor managing daily site execution, substrate preparation quality, safety protocols, and EPA wash water compliance.

- 1 Lead Coating Application Specialist: Certified technician responsible for concrete spall/crack injection, surface profiling, and elastomeric protective coating application.

All three team members work together directly in the field. Having the whole team on-site as active labor ensures high-quality work, quick setup, continuous safety checks, and zero interruption to fire station operations.

C) Similar Completed Projects

- **City of Key West - Manhole Rehab and Structural Crack Repair (Key West, FL):** High-durability surface preparation, concrete restoration, structural crack injection, and high-performance protective lining applications under an active municipal contract for Trumbo Point WWTP and manhole assets throughout the city.
- **Gasparilla Island Water Association - Ground Storage Tank Rehabilitation (Boca Grande, FL):** Complete interior/exterior surface rehabilitation and coating of a 0.125-million-gallon (MG) ground storage tank. Scope included abrasive blast profiling, structural surface repair, and application of a high-performance, marine-grade protective coating system designed for maximum resistance to severe UV degradation and salt-spray corrosion.
- **Sunshine Water Services – WWTP Structural Concrete Repair & Painting (Lake Placid, FL):** Structural concrete restoration and protective coating of active Wastewater Treatment Plant (WWTP) structures. Scope included structural crack repair via epoxy/polyurethane injection, spall restoration, substrate mechanical profiling, and application of chemical- and weather-resistant protective coatings engineered for aggressive wastewater environments.

D) Client References

At least three (3) client references for municipal and public works clients for whom Engineered Coatings Solutions, LLC has completed similar surface repair and protective coating projects within the last two (2) years are **attached in Section 4 of this proposal submission.** The attached reference schedule includes full organization names, project descriptions, addresses, telephone numbers, and email addresses for each designated contact person.

E) Authorization & Signature

I, the undersigned, am an authorized agent of Engineered Coatings Solutions, LLC vested with full legal authority to execute documents, bind the corporation, and submit this binding proposal for RFP 26-09.



Respectfully submitted,

Austen Wagoner

Sales Engineer / Estimator (Authorized Signing Agent)

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: ENGINEERED COATINGS SOLUTIONS, LLC ("**Vendor**")

Vendor FEIN: 82-2117896

Address: 888 BLVD OF THE ARTS #1906

City: SARASOTA State: FL Zip: 34236

Phone number: (941) 248-6489 Email Address: AWAGONER@ECSCOATINGS.COM

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an afidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: AUSTEN WAGONER - SALES ENGINEER/ESTIMATOR

Date: 08/12/2026

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	07/30/2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Signature

SALES ENGINEER / ESTIMATOR
Title

AUSTEN WAGONER
Print name

08/12/2026
Date

ESTIMATE

Engineered Coatings Solutions LLC
888 Blvd of the Arts Apt 1906
Sarasota, FL 34236-4855

mblank@hipporultipower.com
+1 (816) 721-1792

Bill to
Purchasing
Village of Islamorada

Ship to
Purchasing
Village of Islamorada

Estimate details
Estimate no.: 1016
Estimate date: 08/12/2026
Expiration date: 11/30/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**22 Specialty**	RFP 26-09 Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20.	1	$42,752.67	$42,752.67
2.		**NOTE** 25 Calander days needed to complete scope of work			

Total **$42,752.67**

Expiry date 11/30/2026

Accepted date

Accepted by

ENGINEERED
COATINGS SOLUTIONS

WARRANTY STATEMENT:

Engineered Coatings Solutions, LLC ("ECS") warrants new coating applications to be free from defects in material and workmanship. The Engineered Coatings Solutions Limited Warranty ("Limited Warranty") is subject to the express terms and conditions set forth below and applies to all applications performed after the effective date of this Limited Warranty and is available to the original purchaser only and is not transferable.

WHAT IS COVERED:

This Limited Warranty covers new applications installed by Engineered Coatings Solutions to be free of material defects and workmanship.

WHAT IS NOT COVERED:

This Limited Warranty does not cover coatings or other applications that have been damaged by a party other than ECS (including acts of God, such as fire, earthquakes, hurricanes...etc.), has been misused by industry standard, or has inconsequential aesthetic imperfections that do not affect the integrity or performance of the coating. The presence of rust is indicative of a coating failure, and will be warranted for 7 years from the application date, provided that pipe/bolts/nuts haven't been altered (i.e. damaging the integrity of the coating).

WARRANTY LENGTH:

The length of warranty coverage is seven (7) years. The warranty period begins from the invoice date to the original purchaser.

CONTACTING ENGINEERED COATINGS SOLUTIONS:

Questions concerning this Limited Warranty should be addressed to the Warranty Administrator at the following address or phone number:

Engineered Coatings Solutions, LLC

C/O Warranty Administrator (attention- John Blank)

888 Blvd of the Arts

Sarasota, FL 34236, Unit #1906

ENGINEERED
COATINGS SOLUTIONS

WARRANTY SERVICE:

In the event that an application from ECS develops a failure within the warranty period provided above. The original purchaser must notify ECS in writing within a maximum of thirty (30) days of the discovery and before the end of the warranty period. ECS, at its sole discretion, will determine if the claim is covered by the Limited Warranty and, if so, how to proceed. This process may include having an ECS representative assess the nature of the failure, and ECS, at its sole discretion, shall provide a remedy which may be, but is not limited to the one of the following: repair, remove defect from affected area, and apply new coating, or refund the purchase price (less reasonable depreciation based upon pro-rata warranty duration). To receive warranty service, the original customer must make the facility available to ECS or any ECS authorized service agent within a reasonable time period.

LIMITATION OF IMPLIED WARRANTIES:

ECS makes no guarantees as to the performance, quality, or freedom of defect of any new coating application. THE LIMITED WARRANTY AND LIABILITY SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABLILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR USE, AND IN NO EVENT SHALL ECS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Some states do not allow limitations for how long an implied warranty lasts or the exclusion of incidental or consequential damages, therefore the above limitations and exclusions may not apply to you. This warranty provides specific legal rights. Other rights may be available to you, but may vary from state to state.

Customer: _____

Facility: _____

Warranty Start Date: _____

ECS Authorized Signatory: _____

Printed Name: _____

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: EQ Tank & Blower Building Coatings

Location: Boca Grande, FL

Work: Sandblasting, Concrete Repair, Coating

Contract Amount: $154,890.47

Completion Date: 2/28/2025

Owner: Gasparilla Island Water Association

Contact: Ron Bolton P-(954) 593-3823 E-ron@mygiwa.com

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: .125 GST Repair & Coatings

Location: Placida, FL

Work: Sandblasting, Crack Repair, Resurfacing, Coating

Contract Amount: $218,371.00

Completion Date: 11/21/2025

Owner: Gasparilla Island Water Association

Contact: Ron Bolton P-(954) 593-3823 E-ron@mygiwa.com

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: Trumbo Point Structural Crack Repair

Location: Trumbo Point, Key West

Work: Injection Grouting, Spalling Repair, Coatings

Contract Amount: $151,138.73

Completion Date: 10/24/2024

Owner: City of Key West

Contact: Matt Willman P-(305) 407-6208 E-mwillman@cityofkeywest-fl.gov

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: (5) Duval Manholes

Location: Key West, FL

Work: Sandblasting, Leak Repair Grouting, Resurfacing, Coating

Contract Amount: $39,634.40

Completion Date: 2/10/2025

Owner: City of Key West

Contact: Matt Willman P-(305) 407-6208 E-mwillman@cityofkeywest-fl.gov

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: WWTP Rehab & Coating

Location: Lake Placid, FL

Work: Structural Crack Repair, Injection Grouting, Pressure Washing, Coating

Contract Amount: $57,658.40

Completion Date: 2/9/2026

Owner: Sunshine Water Services

Contact: Domenic Gentilucci P-(407) 948-9839 E-domenic.gentilucci@nexuswg.com

ENGINEERED
COATINGS SOLUTIONS

Project References

Project: East Port WRF Sand Filter Structural Repairs

Location: 25550 Harborview Rd Punta Gorda, FL 33980

Work: Sandblasting, Structural Crack and Trolley Rail Repair, and Coatings

Contract Amount: $131,909.43

Completion Date: April 2024

Owner: Charlotte County

Contact: Melvin Maldonado P-(941) 743-1378 E-melvin.maldonado@charlottecountyfl.gov

THE CITY OF KEY WEST
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

September 25, 2025

To Whom it May Concern,

This letter is to confirm that Engineered Coatings Solutions (ECS) has repaired several sanitary and stormwater structures throughout the City of Key West and has done concrete repair at our wastewater treatment plant on Fleming Key. I am very satisfied with their work, their product and their warrantee. They maintain a good relationship with the City of Key West as well as with other municipalities within the State. I am happy to recommend ECS.

If you wish for me to provide further information or have any questions, I can be reached at 305-809-3992 or sgardner@cityofkeywest-fl.gov.

Sincerely,

Steve Gardner
Senior Project Manager
City of Key West Utilities

GASPARILLA ISLAND WATER ASSOCIATION, INC.

P.O. BOX 310
BOCA GRANDE, FL 33921-0310
Telephone (941) 964-2423 Fax (941) 964-0625

March 2, 2026

Re: Professional Reference

To Whom It May Concern:

It is my pleasure to provide this letter of recommendation for Engineered Coating Solutions (ECS) regarding their outstanding performance for the Gasparilla Island Water Association (GIWA) in Boca Grande, Florida. ECS has been contracted for various water and sewer projects over the last three years. Their scope of work included:

- Minor concrete repairs & application of industrial coating for newly constructed EQ tank and blower building at our water reclamation treatment facility.
- Rehabilitation and coating inside and outside of a .125 MGD CROM storage tank.
- Rehabilitation and coating of our color removal plant clarifier and associated piping.
- Various liftstation and collection system repairs and coatings.

Throughout the projects, ECS demonstrated exceptional professionalism, technical expertise, and commitment to safety and quality standards. They successfully met all milestones, adapted to schedule requirements, and coordinated effectively with stakeholders and suppliers. The projects were completed on time, within contractual obligations, and their performance exceeded expectations. I can confidently recommend Engineered Coating Solutions, for any future projects requiring similar capabilities.

If you have any questions or require further details, please feel free to contact me at 941-964-2423.

Sincerely,

Ronald L. Bolton
Executive Director

Sunshine Water Services

200 Weathersfield Avenue
Altamonte Springs, Florida
United States 32714

T 866.842.8432

www.sunshinewater.com

To Whom It May Concern,

I am writing to highly recommend Engineered Coatings Solutions, LLC (ECS) based on the exceptional quality of their work on our recent interior tank lining project.

ECS proved to be a premier contractor in every aspect of the job:

- **Professionalism:** Their team was disciplined, highly communicative, and strictly adhered to all environmental and safety protocols from surface preparation to final walkthrough.
- **Timeliness:** They managed the project schedule flawlessly, hitting every major milestone on time and minimizing our facility's downtime without rushing the technical process.
- **Quality of Work:** The application of the interior liner was immaculate. The finished coating easily passed all quality assurance inspections and holiday testing, demonstrating superior craftsmanship and attention to detail.

ECS delivered a durable, high-caliber solution exactly as promised. They have earned our complete trust, and we look forward to working with them on future industrial coating projects.

Sincerely,

Justin Alvarez
Area Manager

dbpr

FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION ONLINE SERVICES

HOME | CONTACT US | MY ACCOUNT

LICENSEE DETAILS

12:11:16 PM 7/21/2026 EST

License Information

Name	BLANK, MICHAEL J. (Primary Name)
DBA Name	ENGINEERED COATINGS SOLUTIONS, LLC
Main Address	888 BOULEVARD OF THE ARTS APT 1906 SARASOTA Florida 34236
County	Sarasota
License Location	888 BOULEVARD OF THE ARTS APT. 1906 SARASOTA Florida 34236
County	Sarasota

License Information

License Type	Certified General Contractor
Rank	Cert General
License Number	CGC1532642
Status	Current,Active
Licensure Date	08/30/2022
Expires	08/31/2026

Special Qualifications	Qualification Effective
Construction Business	08/30/2022

Alternate Names

Related License Information

Licensee

Name	BLANK, MICHAEL J.	**License Number**	CGC1532642
Rank	Certified General Contractor	**License Expiration Date**	08/31/2026
Primary Status	Current	**Original License Date**	08/30/2022
Secondary Status	Active		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiratio Date
	Current	ENGINEERED COATINGS SOLUTIONS, LLC	Primary Qualifying Agent for Business	08/04/2022	Construction Business Information	

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BLANK, MICHAEL J.

ENGINEERED COATINGS SOLUTIONS, LLC
888 BOULEVARD OF THE ARTS
APT. 1906
SARASOTA FL 34236

LICENSE NUMBER: CGC1532642

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

11554693

AMPP®

Certificate of Achievement

The Association for Materials Protection and Performance Recognizes

Michael Blank

As a Certified

Basic Coatings Inspector

Chief Product and Operations Officer
AMPP

AMPP®

Expires

June 11, 2028

Cert No.115951



Detail by FEI/EIN Number

Florida Limited Liability Company
ENGINEERED COATINGS SOLUTIONS, LLC

Filing Information

Document Number	L17000129243
FEI/EIN Number	82-2117296
Date Filed	06/13/2017
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	05/21/2019
Event Effective Date	NONE

Principal Address

405 E Venice Ave
Venice, FL 34285

Changed: 03/31/2022

Mailing Address

888 Boulevard of the Arts
#1906
Sarasota, FL 34236

Changed: 01/21/2021

Registered Agent Name & Address

NRAI SERVICES, INC.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title MGR

BLANK, MICHAEL J
888 BOULEVARD OF THE ARTS
#1906
SARASOTA, FL 34236

Title MGR

Blank, Carla R
888 Blvd Of The Arts
#1906
Sarasota, FL 34236

Annual Reports

Report Year	Filed Date
2023	04/19/2023
2024	03/22/2024
2025	04/06/2025

Document Images

04/06/2025 -- ANNUAL REPORT	View image in PDF format
03/22/2024 -- ANNUAL REPORT	View image in PDF format
04/19/2023 -- ANNUAL REPORT	View image in PDF format
03/31/2022 -- ANNUAL REPORT	View image in PDF format
01/21/2021 -- ANNUAL REPORT	View image in PDF format
03/21/2020 -- ANNUAL REPORT	View image in PDF format
05/21/2019 -- LC Amendment	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
05/30/2018 -- ANNUAL REPORT	View image in PDF format
06/13/2017 -- Florida Limited Liability	View image in PDF format

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2404438

Approved by:

Employer Engineered Coatings Solutions, LLC	
Name (Please Type or Print) John m Blank	**Title**
Signature Electronically Signed	**Date** 03/14/2024
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 03/14/2024

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 2404438

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Engineered Coatings Solutions, LLC
Company Facility Address	888 blvd of the arts 1906 sarasota, FL 34236
Company Alternate Address	
County or Parish	SARASOTA
Employer Identification Number	822117296
North American Industry Classification Systems Code	221
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

2025 / 2026
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-142918

Business Name: ENGINEERED COATINGS SOLUTIONS LLC

Owner Name: MICHAEL J BLANK
Mailing Address:
888 BLVD OF THE ARTS APT 1906
SARASOTA, FL 34236-4855

Business Location: MO CTY
KEY WEST, FL 33040

Business Phone: 941-993-5923
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 17

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid WRB-25-00051696 03/23/2026 50.00

THIS BECOMES A TAX RECEIPT WHEN VALIDATED

Sam C. Steele, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX. YOU MUST MEET ALL COUNTY AND/OR MUNICIPALITY PLANNING, ZONING AND LICENSING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT
P.O. Box 1129, Key West, FL 33041-1129
EXPIRES SEPTEMBER 30, 2026

RECEIPT# 30140-142918

Business Name: ENGINEERED COATINGS SOLUTIONS LLC

Owner Name: MICHAEL J BLANK
Mailing Address:
888 BLVD OF THE ARTS APT 1906
SARASOTA, FL 34236-4855

Business Location: MO CTY
KEY WEST, FL 33040

Business Phone: 941-993-5923
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 17

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid WRB-25-00051696 03/23/2026 50.00

* PROOF OF INSURANCE *

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH & MCLENNAN AGENCY LLC/PHS 22273438 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Engineered Coatings Solutions, LLC 888 BLVD OF THE ARTS APT 1906 SARASOTA FL 34236-4855	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Hartford Casualty Insurance Company — 29424 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	22 WEC AJ1WZ1	11/01/2025	11/01/2026	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations. Reference: IFB-KM-26-068. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC000313 attached to this policy.

CERTIFICATE HOLDER

Pasco County Board
of County Commissioners
7536 STATE ST STE 111
NEW PORT RICHEY FL 34654

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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DATE (MM/DD/YYYY): 05/26/2026

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PRODUCER
Joyner Family Insurance Inc.
1500 E. Venice Ave, Suite 206
Venice FL 34292

CONTACT NAME: Joyner Family Insurance
PHONE (A/C, No, Ext): (941) 412-4307 FAX (A/C, No): (941) 412-4396
E-MAIL ADDRESS: Certificates@JoynerInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern-Owners Insurance Co	10190
INSURER B: Evanston Insurance Co	35378
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Engineered Coatings Solutions LLC
888 Blvd Of The Arts Apt 1906
Sarasota FL 34236-4855

COVERAGES CERTIFICATE NUMBER: 2025 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	20654781	08/15/2025	08/15/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5465478100	08/15/2025	08/15/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Pollution Liability			CPLMOL132252	06/11/2025	06/11/2026	General Aggregate	$2,000,000
							Each Occurrence	$1,000,000
							Retro Date to 6/11/2025	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment Rented/ Leased Equipment
Policy 20654781 8/15/2025 to 8/15/2026 Rented Equipment limit $50,000.00

If required by written contract, the Certificate Holder is included as Additional Insured (AI) with products and completed operations, on a primary and non-contributory basis with Waiver of Subrogation in favor of the AI.

CERTIFICATE HOLDER

Pasco County Board of County Commissioners
7536 State St, Suite 111
New Port Richey FL 34554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/262026

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PRODUCER	CONTACT NAME: Daniel I Larrea	
State Farm Laci Laird Insurance Agency Inc State Farm Insurance 12351 US HWY 301 N Suite 102 Parrish, FL 34219	PHONE (A/C, No, Ext): 941-531-9047	FAX (A/C, No): 941-203-6616
	E-MAIL ADDRESS: Dan@LaciLaird.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURED Engineered Coatings Solutions LLC 888 BLVD OF THE ARTS APT 1906 SARASOTA, FL 34236-4855	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY			J88 4573-B15-59X	02/15/2026	08/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO			J88 4574-B15-59V	02/15/2026	08/15/2026	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS	Y	Y	0007184-SFX-59	02/15/2026	08/15/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Pasco County Board of Commissioners
7536 State Street Suite 111
New Port Richey, FL 34554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel Larrea

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Summary Minutes of the
ISLAMORADA, VILLAGE OF ISLANDS
EVALUATION COMMITTEE MEETING
PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20
(RFP 26-09)

Islamorada Administrative Center and Public Safety Headquarters
86800 Overseas Highway, 3rd floor conference room
Islamorada, FL 33036
August 28, 2026
10:00 AM

The meeting was open to public attendance in person.

CALL TO ORDER

Procurement and Capital Assets Administrator Stefanie Peel called the meeting to order at 10:05 a.m. All evaluation committee members were present: Building Official Sheila Denoncourt via Zoom, Fire Chief Terry Abel, and Fire Lieutenant Filip Torodov. No members of the public were present.

DISCUSSION AND EVALUATION

Stefanie Peel opened the meeting and stated that the RFP was issued on July 15, 2026, with proposals due on August 14, 2026. The RFP was advertised for 30 days on the Village website and DemandStar, and was published in Keys Weekly during the first week of the advertising period. Stefanie confirmed that the Village received six (6) proposals in response to the RFP, and that responses were hand delivered to committee members no later than August 25, 2026.

The committee discussed the following comments regarding each vendor:

Engineered Coatings Solutions

- Presented a strong overall proposal with pricing in the mid-range of submitted responses.
- Demonstrated more extensive stucco and commercial building experience than other proposers.
- Provided strong reference letters and demonstrated prior project experience in Key West.

Geordis Construction Corp.

- Appeared to have the largest available staffing resources among the proposers.
- Provided a more realistic project timeline of 20 days.
- Submitted references that were primarily residential in nature.

Island Villa Construction

- Committee members noted reliability concerns based on prior experience with vendor.
- Proposal included subcontracting the painting work to an outside company and did not provide the name of the subcontractor.
- Appeared to have greater experience with residential projects than commercial projects, with most reviews related to residential work.

MTD Painting and Construction

- Offered competitive pricing and a quick turnaround, although the proposed six-day timeline may be overambitious given the scope of work.
- Maintains a substantial inventory of company-owned equipment, which may support cost and schedule efficiencies.

Pro Blast of South Florida & Coatings LLC

- Submitted higher pricing and a longer proposed timeline than other proposers.

Ralph Merritt Construction Corp.

- Did not submit all required documentation.

The total maximum points available was 90 per evaluator, for a total of 270 for the committee. The following tabulation was prepared:

Committee Member	Engineered Coating Solutions	Geordis Construction Corp.	Island Villa Construction	MTD Painting and Construction	Pro Blast of South Florida	Ralph Merritt Construction
Terry Abel	62	71	59	59	51	69
Sheila Denoncourt	74	66	66	75	41	45
Filip Torodov	60	59	58	60	46	60
TOTAL	**196**	**196**	**183**	**195**	**138**	**174**

The committee recommended moving forward with Engineered Coatings Solutions. Staff plans to place the item on the September Council meeting agenda. The recommendation to Council would include approval of the ranking and approval of an agreement with the contractor to complete the project.

ADJOURNMENT

The meeting adjourned at 10:48 a.m.

Stefanie M. Peel

Procurement and Capital Assets Administrator

GEORDIS CONSTRUCTION CORP.

Proposal Response

RFP 26-09 | Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20

Submitted to	Islamorada, Village of Islands
Project location	81850 Overseas Highway, Islamorada, FL 33036
Proposer	Geordis Construction Corp. | 143 Valois Blvd, Key Largo, FL 33037
Due	Friday, August 14, 2026 at 3:00 PM local time

Cover Letter

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Re: RFP 26-09 - Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20

Geordis Construction Corp. respectfully submits this proposal to provide the professional surface repairs, waterproofing preparation, and exterior painting services described in RFP 26-09 and Addendum No. 1. Geordis is a Florida-certified general contractor and is prepared to coordinate the labor, materials, equipment, access, safety, scheduling, and project administration required to complete the work while limiting disruption to Village operations.

Geordis believes it is qualified for this engagement based on its general contracting and construction-management experience, its active Florida Certified General Contractor license, and its record of coordinating renovation, repair, and new-construction work in occupied and high-expectation environments.

Total professional staff assigned: six

Proposed team members and roles: Jerry Pujols-painter, Pedro Diaz-Painter, Manuel Ochoa-Painter, Pino Aprano-Site Superintendent, Maribel Hernandez- Project Coordinator, George Perez- Project Manager

Authorized signature	Date 8/12/2026
George L. Perez	Title: Qualifier
Geordis Construction Corp.	FEIN: 82-3280663

Cost Proposal

Geordis Construction Corp. proposes to complete the Scope of Services for the following not-to-exceed amount:

TOTAL PROPOSED PRICE: $ 50,370.00

This proposal and the stated price shall remain in effect for ninety (90) days from the proposal due date.

The proposed price is intended to include all supervision, labor, tools, materials, equipment, lifts, scaffolding, ladders, safety measures, surface preparation, repairs, primers, coatings, sealants, cleanup, and other incidentals required for a complete project in accordance with the RFP and Addendum No. 1, except for any written exclusions expressly accepted by the Village.

Timeline

Estimated number of calendar days to complete the Project: 20 days

Earliest anticipated mobilization date after notice to proceed: 8/31/2026

The schedule will be coordinated with the Village to maintain fire-rescue operations and minimize interruption to daily activities. Weather, access windows, inspection requirements, and owner-directed sequencing may affect the final work plan.

Warranty Acknowledgment

Geordis Construction Corp. acknowledges the requirement to provide a seven-year warranty for labor and materials workmanship for the completed Project, subject to the final contract documents and manufacturer requirements.

Scope Understanding and Addendum No. 1

- Pressure clean exterior walls and remove loose paint, dirt, chalk, and mildew.
- Apply the specified Sherwin-Williams Loxon Concrete and Masonry primer/sealer and Latitude Exterior Acrylic Latex finish system.
- Remove deteriorated caulk and re-caulk windows and doors with exterior weatherproof sealant.
- Patch hairline stucco cracks, treat rusted areas, apply rust-inhibitive primer, and repair fascia as needed.
- Remove and reseal expansion joints and water-tight the building.
- Provide all lifts, scaffolding, ladders, safety equipment, supervision, labor, materials, and cleanup.
- Include painting all exterior doors, including metal exterior doors and rolling doors, as clarified by Addendum No. 1.
- If staging on the adjacent FKAA property is used, provide insurance naming FKAA as additional insured and certificate holder.
- Coordinate colors with the Village, including the trim color shown in Addendum No. 1, Exhibit A.
- Provide the required seven-year labor-and-materials workmanship warranty.

Licensing and Authorization

Geordis Construction Corp. is an active Florida corporation and George L. Perez holds Florida Certified General Contractor License CGC1526584. Supporting documentation is included in the submission package.

Relevant Experience and References

The following references demonstrate experience coordinating institutional, residential renovation, demolition, and new-construction work. The RFP requires a telephone number for each reference; missing phone numbers must be added before printing.

1. Keith Young | CEO, Ocean Reef Medical Center

Address: 50 Barracuda Lane, Key Largo, FL 33037

Email / Phone: Keithy@mcor.org | 305-367-2200

Relevant project experience: Medical Center expansion; multiple Ocean Reef Foundation residential remodels; demolition and new construction of two Ocean Reef homes.

Project dates within last two years: 2015 to present day

2. Marlina Lerma | Private Owner

Address: 610 Valencia Boulevard, Coral Gables, FL 33034

Email / Phone: Marlina821@gmail.com | [INSERT PHONE]

Relevant project experience: Two residential remodeling projects in Coral Gables.

Project dates within last two years: 9/2025 to 8/2026

3. Robert Falk | Private Owner, Ocean Reef

Address: 11 Exuma, Key Largo, FL 33037

Email / Phone: Robertifalk@gmail.com | [INSERT PHONE]

Relevant project experience: Two residential remodeling projects within the Ocean Reef community.

Project dates within last two years: 8/2025 to 9/2025

Required Attachments

Required item	Package status
Florida Certified General Contractor License CGC1526584	Included
Florida Division of Corporations active-status verification	Included as status summary; print official Sunbiz detail if desired
Suspension and Debarment form	Included in signature forms; George must sign
Certification Regarding Lobbying	Included in signature forms; George must sign
Additional Contract Terms for Federal and FEMA Funded Projects	Included in signature forms; George must sign
Affidavit Attesting to Noncoercive Conduct for Labor or Services	Included in RFP signature pages; complete and sign
Appendix A - Acknowledgment of Addenda and Documents	Included in RFP signature pages; list Addendum No. 1 and sign

STATE OF FLORIDA VERIFICATION SUMMARY

Geordis Construction Corp.

Current status checked August 12, 2026

Legal name	GEORDIS CONSTRUCTION CORP.
Florida document number	P17000020718
FEI/EIN	82-3280663
Florida corporation status	ACTIVE
Date filed	March 3, 2017
Principal / mailing address	143 Valois Blvd, Key Largo, FL 33037
Qualifying contractor	George Luis Perez
License	Certified General Contractor CGC1526584
License status / expiration	Current, Active | Expires August 31, 2026

Official records

Florida Division of Corporations entity detail:
https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?aggregateId=domp-p17000020718-a0b994e8-1f60-4f4c-aa77-f7d5516e9622

Florida DBPR license detail:
https://www.myfloridalicense.com/LicenseDetail.asp?id=2F92A3BE03A9A70B41352943569AF377

This summary is provided for convenient review. The attached state license PDF and the live official agency records control.

STATE OF FLORIDA VERIFICATION SUMMARY

Geordis Construction Corp.

Current status checked August 12, 2026

Legal name	GEORDIS CONSTRUCTION CORP.
Florida document number	P17000020718
FEI/EIN	82-3280663
Florida corporation status	ACTIVE
Date filed	March 3, 2017
Principal / mailing address	143 Valois Blvd, Key Largo, FL 33037
Qualifying contractor	George Luis Perez
License	Certified General Contractor CGC1526584
License status / expiration	Current, Active | Expires August 31, 2026

Official records

Florida Division of Corporations entity detail: https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?aggregateId=domp-p17000020718-a0b994e8-1f60-4f4c-aa77-f7d5516e9622

Florida DBPR license detail: https://www.myfloridalicense.com/LicenseDetail.asp?id=2F92A3BE03A9A70B41352943569AF377

This summary is provided for convenient review. The attached state license PDF and the live official agency records control.

GEORDIS CONSTRUCTION

CLIENT REFERENCES

Similar construction engagements submitted in support of bid qualifications

1

Keith Young | CEO, Ocean Reef Medical Center

Address: 51 Barracuda Lane, Key Largo, FL 33037 **Email:** Keithy@mcor.org

Relevant Project Experience: Medical Center expansion at Ocean Reef Medical Center; multiple residential remodels for the Ocean Reef Foundation; and demolition and new construction of two Ocean Reef homes.

2

Marlina Lerma | Private Owner

Address: 610 Valencia Boulevard, Coral Gables, FL 33034 **Email:** Marlina821@gmail.com

Relevant Project Experience: Two residential remodeling projects in Coral Gables.

3

Robert Falk | Private Owner, Ocean Reef

Address: 11 Exuma, Key Largo, FL 33037 **Email:** Robertifalk@gmail.com

Relevant Project Experience: Two residential remodeling projects in Ocean Reef.

Reference contacts may be contacted to verify project scope, performance, and relevant experience.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PEREZ, GEORGE LUIS

GEORDIS CONSTRUCTION CORP.
143 VALOIS BLVD
KEY LARGO FL 33037

LICENSE NUMBER: CGC1526584

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/18/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: GEORDIS Construction ("**Vendor**")

Vendor FEIN: 82-3280663

Address: 143 Valois Blvd.

City: Key Largo State: FL Zip: 33037

Phone number: 786.586.8654 Email Address: george@geordis-gc.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an afidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: GEORGE PEREZ QUALIFIER

Date: 8/12/26

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	July 30th 2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Signature

QUALIFIER
Title

GEORGE PEREZ
Print name

8/12/26
Date

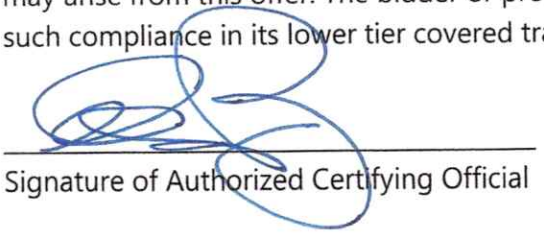
12. SUSPENSION AND DEBARMENT

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Islamorada, Village of Islands. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Islamorada, Village of Islands, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.



Signature of Authorized Certifying Official

GEORGE PEREZ QUALIFIER

Name and Title of Authorized Certifying Official

8/12/26

Date

13. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

If applicable, contractors must sign and submit to the non-federal entity the following certification: APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. The certification is found on the next page.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

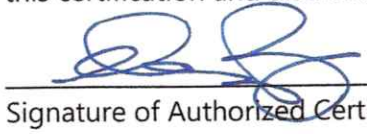
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Authorized Certifying Official

GEORGE PEREZ QUALIFIER

Name and Title of Authorized Certifying Official

8/12/26

Date

ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS

The following clauses will form part of the agreement between Islamorada, Village of Islands and the Contractor resulting from this RFP.

A. **Access to Records**:

The following access to records requirements shall apply to the contract.

1. The Contractor agrees to provide Islamorada, Village of Islands, the FEMA Administrator, the Comptroller General of the United Sates, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, Islamorada, Village of Islands and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

B. **Changes to the Contract:**

Any changes to the contract between Islamorada, Village of Islands and the Contractor modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of project scope.

C. **Non-use of DHS Seal, Logo, and Flags:** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of HSS agency officials without specific FEMA pre-approval.

D. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives.

E. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal

entity, contractor, or any other party pertaining to any matter resulting from the contract.

F. **Program Fraud and False or Fraudulent Statement or Related Facts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.



Signature of Contractor's Authorized Official

GEORGES PEREZ QUALIFIER

Name and Title of Contractor's Authorized Official

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Next First Insurance Agency, Inc.
PO Box 60787
Palo Alto, CA 94306

CONTACT NAME:
PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No):
E-MAIL ADDRESS: support@nextinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Next Insurance US Company	16285
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GEORDIS CONSTRUCTION CORP.
143 Valois Blvd
Key Largo, FL 33037

COVERAGES **CERTIFICATE NUMBER:** 151226617 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTJYCLRTX-03-GL	01/09/2026	01/09/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTJYCLRTX-03-GL	01/09/2026	01/09/2027	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is Islamorada, Village of Islands - Building and Planning Departments. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER
Islamorada, Village of Islands - Building and Planning Departments
86800 Overseas Hwy
Islamorada, FL 33036

LIVE CERTIFICATE
Click or scan to view

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER SUNZ Insurance Solutions, LLC. ID: (Cornerstone) c/o Cornerstone Capital Group, Inc. 1 S. Main Street Medford, NJ 08055	CONTACT NAME: Jessi Crumb PHONE (A/C, No, Ext): 870-376-2871 FAX (A/C, No): E-MAIL ADDRESS: coi.requests@cornerstonepeo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SUNZ Insurance Company	34762
INSURED Cornerstone Capital Group, Inc. 1. S. Main Street Medford NJ 08055	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 91828457 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC095-00001-026	1/1/2026	1/1/2027	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Geordis Construction Corp Client Effective Date: 1/1/2025

CERTIFICATE HOLDER

Islamorada, Village of Islands
86800 Overseas Hwy.
Islamorada, FL 33036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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Islamorada, Village of Islands, Florida

REQUEST FOR PROPOSALS

PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20
(RFP 26-09)

Issue Date: July 15, 2026

Islamorada, Village of Islands (the "Village"), will receive formal proposals from qualified proposers to provide Professional Surface Repairs and Exterior Painting Services for the Islamorada Fire Station 20 (the "Project"). Formal proposals will be accepted until **3:00 p.m. Local Time on August 14, 2026.**

Interested proposers must submit sealed proposal packages by certified mail or in person to:

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

To be eligible for selection consideration, a submittal package must contain all documentation detailed in Section VII of this document. Proposers must submit one (1) original printed package and three (3) printed copies, and one (1) electronic copy provided by email attachment or cloud storage link. The printed documents shall be enclosed in a sealed envelope and be plainly marked on the upper left-hand corner with the name and address of the contractor and bear the following title: Islamorada, Village of Islands **"Request for Proposals for Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20 (RFP 26-09)."**

The electronic copy should be identical to the original printed package in natively converted PDF format and include "RFP 26-09" in the document title. Submit the electronic document or link to the cloud storage site via email to bids@islamorada.fl.us **within 24-hours after 3:00 p.m. Local Time on August 14, 2026. Do not submit an electronic copy prior to bid closure.**

It is the sole responsibility of proposing firms to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected. At the sole discretion of the Village, an exception to the submittal deadline may be made for emergency conditions affecting Islamorada.

The issuance of this RFP does not obligate the Council to award a contract or to pay any costs incurred in preparation of proposals responding to this RFP.

I. CONE OF SILENCE NOTICE

A "Cone of Silence" is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer's behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village's Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Procurement and Capital Assets Administrator, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

II. PUBLIC ENTITIES CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who has been placed on the convicted vendor list following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months form the date of being placed on the convicted vendor list. Violation of this Section by the contractor shall result in rejection of the bid, termination of the contract and may cause contractor debarment.

III. INQUIRIES FOR CLARIFICATION

All inquiries and requests for clarification or interpretation regarding this Request for Proposals (the "RPF") shall be made in writing to the attention of the Procurement and Capital Assets Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036 or by email to stefanie.peel@islamorada.fl.us **no later than August 7, 2026.**

The Village shall issue appropriate addenda as necessary via DemandStar at https://www.demandstar.com and on the Village's website at http://www.islamorada.fl.us. No oral change or interpretation of the provisions contained in this RFP is valid. Written addenda shall be issued when changes, clarifications or amendments to the Request for Proposals document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

IV. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting for this RFP will be held at 10:00 a.m. local time on July 29, 2026, at Islamorada Fire Rescue Station 20, located at 81850 Overseas Hwy., Islamorada, FL 33036. Attendance at the pre-bid meeting is mandatory.

V. PURPOSE

The purpose of this RFP is to solicit sealed cost proposals from Florida licensed construction contractors to provide the materials and services to provide Professional Surface Repairs and Exterior Painting for Islamorada Fire Station 20 also referred to herein as the "Project". Proposals are requested from Contractors that have a demonstrated ability to perform the tasks identified in the Scope of Services and Deliverables in this RFP.

VI. OBJECTIVES

The objective of this RFP is to enter into an Agreement with a Florida licensed construction contractor who shall furnish all necessary expertise, personnel, tools, materials, equipment, supervision, timely and responsive timeframe to construct the Project. The specific services to be provided and performed are described in Section VIII, Scope of Services.

The successful proposer shall perform the services under the awarded agreement as an independent contractor, and nothing contained in this RFP or the awarded agreement shall be construed to be inconsistent with this relationship or status. Nothing in the awarded agreement shall be interpreted or construed to constitute the successful proposer or any of its agents or employees to be the agent, employee, or representative of the Village.

VII. BACKGROUND AND HISTORY

The Village is a municipality located within the Florida Keys and is comprised of four (4) islands spanning 18 miles. The population is approximately 7,272, and the Village has about 115 full-time employees. As a Florida municipality, the Village must operate within the guidelines of Florida Statutes relating to public records, public meetings, and Sunshine laws. The Village undergoes an annual financial audit pursuant to Florida Statutes. Additionally, the Village must follow the guidelines of its purchasing ordinance when purchasing capital, supplies and services.

Islamorada Fire Rescue Department operates out of three (3) fire stations located within Islamorada. It is statutorily charged with fire prevention and emergency management duties.

Currently, Islamorada Fire Rescue Department Fire Station 20 (the "facility") needs exterior surface repairs and exterior painting. A document containing photographs of the exterior of the facility and its current condition is attached to this RFP as Exhibit A.

VIII. SCOPE OF SERVICES

1.0 GENERAL SCOPE AND DELIVERABLES

1.1 General

The Village shall provide the paint colors to the Contractor. The Contractor shall furnish all necessary supervision, labor, tools, parts and equipment required to perform the exterior repairs and painting of the facility. In addition, all services provided by the Contractor shall be consistent with industry best practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations.

1.2 Facilities and Work Sites

The Contractor shall perform services at the facility while keeping disruption to everyday operations to a minimum. The Village Public Works Director of his designee must approve Contractor's work schedule in advance.

1.3 Deliverables

- Pressure clean all exterior walls to prepare for paint by removing all loose paint, dirt, chalk, and mildew from surface.
- Apply conditioning sealer to ensure proper adhesion of new paint (Sherwin Williams Loxon Concrete and Masonry primer/sealer Product code LX02W0050)
- Remove deteriorating caulk and re-caulk all windows and doors prior to painting using exterior weatherproof caulk.
- Patch any hairline cracks in stucco using elastomeric patch.
- Treat all rusted areas with rust inhibitor/killer.
- Apply Rust Inhibitive primer to rusted metal areas prior to painting.
- Apply top coat of Latex Satin Finish to all previously painted walls (Sherwin Williams Latitude Exterior Acrylic Latex).
- Remove and reseal expansion joints.
- Water-tight the building.
- Repair fascia as needed.
- Provide a 7-year warranty for labor and materials workmanship.
- All work will be done in a scheduled, timely, professional manner while keeping disruption daily Village operations to a minimum.
- All necessary lift equipment, scaffolding, ladders, and safety equipment shall be used according to OSHA Regulations.
- Paint colors codes for the building, trim, and garage doors to be provided by Islamorada, Village of Islands.

2.0 NOTICE AND SCHEDULING

2.1 Scheduling: The Village's Fire Chief or their designee shall coordinate with the contractor to approve the specific schedule for the work.

2.2 Notifications and Communication: It shall be the responsibility of the Village Fire Chief or designee to notify station personnel of the schedule for surface repair and painting. Upon arrival at a Village worksite, the Contractor shall check in with the on-duty Station Officer, provide proper identification and state the purpose of the visit. Upon completion of on-site services, the Contractor shall check out with the on-duty Station Officer and provide a report of services completed.

3.0 PERMITS AND INSTALLATION

3.1 The successful proposer is responsible for obtaining all permits required to complete the scope of work, including those from the Village and permits from state and federal agencies if required. Contractor will also be responsible for obtaining/ordering inspections and closing out related permits. All services provided by the contractor shall be consistent with best industry practices, meet all applicable federal, state, and local standards and follow all manufacturer's recommendations. If plans, surveys or other

documents for permitting are required, the successful proposer is responsible to coordinate and obtain needed permit application documents.

4.0 SUPPLIES, EQUIPMENT AND WARRANTIES

The successful proposer is responsible for furnishing all necessary labor, supervision, tools, parts, materials, and equipment required to complete the project. The contractor shall:

1. Specify warranty duration and guidelines, inclusions, and exclusions.
2. Specify type of caulk to be used and warranty, if applicable.
3. Specify hourly rate for repairs needed outside of caulk and paint.
4. Specify markup % for materials for above mentioned.

IX. ELIGIBILITY CRITERIA

To be eligible for selection consideration, interested proposers must submit proposals in the manner directed on the first page of this RFP document.

Proposals must contain the following information:

1. *Cover Letter to include the following information:*
   a) a statement explaining why the proposer believes itself to be qualified to perform the engagement,
   b) the total number of professional staff that would be assigned to complete the Project,
   c) examples of similar projects completed,
   d) at least three (3) clients for whom the proposer has completed similar projects within the last two (2) years. The references should include the name, address, telephone number and email address of a contact person for each reference cited,
   e) an authorized agent of the contractor must sign the Cover Letter indicating the agent's title or authority.

2. *Cost Proposal:* Provide a complete proposed fee schedule or not-to-exceed cost to complete the Scope of Services. The cost proposal must include a statement that the proposal remains in effect for ninety (90) days.

3. *Timeline:* A proposed timeline to include the contractor's best estimate of the number of calendar days to complete the Project should be included in the proposal package.

4. *Warranty:* Provide written acknowledgement of warranty to be provided for all equipment installed.

5. *State and Local Authorization to Transact Business:* Submit proof of authorization from the Secretary of the State of Florida to transact and conduct business in the State of Florida. The successful proposer must be fully licensed and certified in the State of Florida at the time of submittal for the type of services to be rendered.

Upon award of the Project, the successful proposer shall provide proof of authorization from Monroe County to transact and conduct business in Monroe County. The successful proposer must also register as a contractor with the Village prior to performing any work.

6. *Signed Contract Documents:* Submit the completed and signed contract documents titled SUSPENSION AND DEBARMENT, CERTIFICATION REGARDING LOBBYING, and ADDITIONAL CONTRACT TERMS FOR FEDERAL AND FEMA FUNDED PROJECTS.

7. *Appendix A:* Submit the completed and signed Appendix A acknowledging receipt of Addenda and Affidavit Attesting to Noncoercive Conduct for Labor or Services.

X. INSURANCE AND BONDS FOR AWARDED CONTRACT

1.0 Insurance: The successful proposer shall be responsible for all necessary insurance coverage as indicated below. Certificates of Insurance must be provided to Village within fifteen (15) days after award of contract, with Village Council listed as additional insured as indicated. If the proper insurance forms are not received within the fifteen (15) day period, the contract may be awarded to the next highest ranked contractor. Policies shall be written by companies licensed to do business in the State of Florida and having an agent for service of process in the State of Florida.

Worker's Compensation	Statutory Limits
Employers' Liability Insurance $1,000,000 Disease, policy limits $1,000,000 Disease each employee	$1,000,000 Accident
General Liability, including Premises Operation Products and Completed Operations Blanket Contractual Liability Personal Injury Liability Expanded Definition of Property Damage	$1,000,000 Combined Single Limit
Vehicle Liability (Owned, non-owned and hired vehicles)	$300,000 per Occurrence $300,000 Combined Single Limit

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any

deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Compliance with these insurance requirements shall not limit the liability of the successful proposer. Any remedy provided to the Village by the insurance provided by contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of contractor) available to the Village under the Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the successful proposer shall relieve the successful proposer from responsibility to provide insurance as required by this RFP and the awarded Agreement.

XI. EVALUATION AND SCORING

A publicly noticed bid opening will be held at the Village Administrative Center. An Evaluation Committee made up of three or more Village staff members will convene in a publicly noticed meeting to evaluate proposals after they are opened. Proposals will be evaluated for responsiveness to the RFP. The Evaluation Committee will prepare a ranking of recommendations to the Village Council based on a point system for entering into contract negotiations. Upon approval of the Village Council, negotiations will commence with the first-ranked proposer. If the Village and the first-ranked proposer are unable to finalize a contract, then the negotiation process will move to the second-ranked proposer and so forth.

Pursuant to Section 287.05701(2), Florida Statutes, the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the Village may not give preference to a vendor based on the vendor's social, political, or ideological interests.

The point system for the evaluation and scoring of responsive proposals will be as follows:

Company Overview	0 - 10 points
Project Staffing	0 - 20 points
Cost	0 - 20 points
Timeline	0 - 20 points
References	0 – 20 points
SUBTOTAL POINT RANGE	**0 – 100 POINTS**
Certified Local Business	5 points
TOTAL POINT RANGE	**0 – 105 POINTS**

The Village reserves the right to accept or reject any or all proposals, to waive irregularities, technical errors and formalities, and to select a qualified contractor or contractors to provide the Project as it deems will best serve the interests of the Village.

XII. LOCAL PREFERENCE

Firms seeking preference as a local business must complete Exhibit B. Firms meeting all of the following requirements may seek certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands.

1. Has a current Monroe County occupational license or business tax receipt, with a principal office located at a physical address which is between MM 72.658 and the Miami-Dade County boundary line; and
2. The principal office has been established a minimum of 18 consecutive months prior to the date of solicitation of bid and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
3. A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
4. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

XIII. FORM OF AGREEMENT

A draft copy of the form of Agreement for the services is attached as Exhibit C. The draft agreement includes the major business concerns for the Village, which is subject to change in the Village's discretion. The final agreement will govern the successful proposer's performance under the agreement and shall be executed by the successful proposer(s). All proposers, by submission of their proposals agree to execute an agreement consistent with the terms of this RFP if selected by the Village to perform the Services. The final agreement may not be in the same form as the draft agreement.

XIV. CONFIDENTIALITY AND PUBLIC RECORDS

The Proposal Documents and related materials received from the proposers in response to this RFP will become the property of the Village and will not be returned. The Village is a public agency subject to the Florida Public Records Law.

Florida Statute 119.071(1)(b)(2) provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening, whichever is earlier.

Upon the Village's notice of a decision or intended decisions on selection of a proposer or within thirty (30) days after the opening of the Proposal Documents, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Florida Public Records Law). All documents submitted to the Village pursuant to this RFP are public records or documents subject to disclosure, except as specifically exempted by Florida law or other Applicable Law. The Village

reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

By submitting proposals, each proposer expressly acknowledges and agrees that the Village will not be responsible or liable in any way for any losses that the contractor may suffer from disclosure of information or materials to third parties and the contractor agrees to defend, indemnify, and hold harmless the Village from all costs (including reasonable attorneys' fees) arising from or related to any action under Florida Public Record's Law.

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an afidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

_____	_____
Signature	Title
_____	_____
Print name	Date



VIEW 3D MODEL

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Overseas Highway, Islamorada, FL
SUMMARY

Areas	Siding	Other
Facades	354 ft²	9810 ft²
Openings	157 ft²	996 ft²
Trims*	0 ft²	0 ft²
Unknown (no photos)*	0 ft²	0 ft²
Total	511 ft²	10806 ft²

*Any trim or unknown material that touches siding is included in the 'Siding' column. If it does not touch siding, then it's included in the 'Other' column.

Openings	Siding	Other
Quantity	0	12
Tops Length	-	54′ 7″
Sills Length	3′ 4″	13′ 6″
Sides Length	58′ 1″	223′ 8″
Total Perimeter	61′ 5″	291′ 10″

Corners	Siding	Other
Inside Qty	2	-
Inside Length	6′ 10″	-
Outside Qty	4	-
Outside Length	13′ 9″	-

Accessories	Siding	Other
Shutter Qty	0	0
Shutter Area	0 ft²	0 ft²
Vents Qty	0	8
Vents Area	0 ft²	104 ft²

Trim	Siding	Other
Level Starter	98′ 7″	1798′ 5″
Sloped Trim	9′ 2″	-
Vertical Trim	13′ 9″	674′ 3″

Roofline	Length	Avg. Depth	Soffit Area
Eaves Fascia	44′ 6″	-	-
Level Frieze Board	80′ 11″	-	0 ft²
Rakes Fascia	-	-	-
Sloped Frieze Board	-	-	0 ft²

SIDING WASTE TOTALS

Siding & Trim Only*	Area	Squares
Zero Waste	354 ft²	3¾
+ 10%	390 ft²	4
+ 18%	417 ft²	4¼

+ Openings < 20ft²	Area	Squares
Zero Waste	509 ft²	5¼
+ 10%	561 ft²	5¾
+ 18%	600 ft²	6¼

+ Openings < 33ft²	Area	Squares
Zero Waste	509 ft²	5¼
+ 10%	561 ft²	5¾
+ 18%	600 ft²	6¼

*The first three rows of the Siding Waste Factor table are calculated using the total ft² of siding facades, ft² of trim touching siding, and ft² of unknowns touching siding.

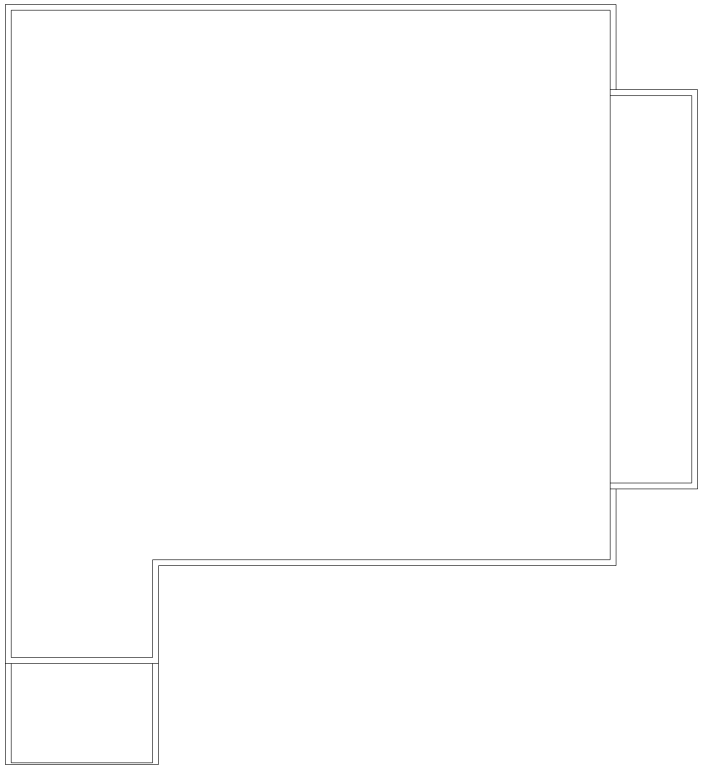
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Overseas Highway, Islamorada, FL

ROOF SUMMARY

Roof	Area	Total	Length
Roof Facets	4947 ft²	2	-
Ridges / Hips	-	0	-
Valleys	-	0	-
Rakes	-	0	-
Eaves	-	1	44′ 6″
Flashing	-	11	349′ 9″
Step Flashing	-	0	-
Drip Edge/Perimeter	-	-	44′ 6″



Roof Pitch	Area	Percentage
0/12	4947 ft²	100.0%

Example Waste Factor Calculations

	Zero Waste	+5%	+10%	+15%	+20%
Area	4947 ft²	5194 ft²	5442 ft²	5689 ft²	5936 ft²
Squares	49⅔	52	54⅔	57	59⅔

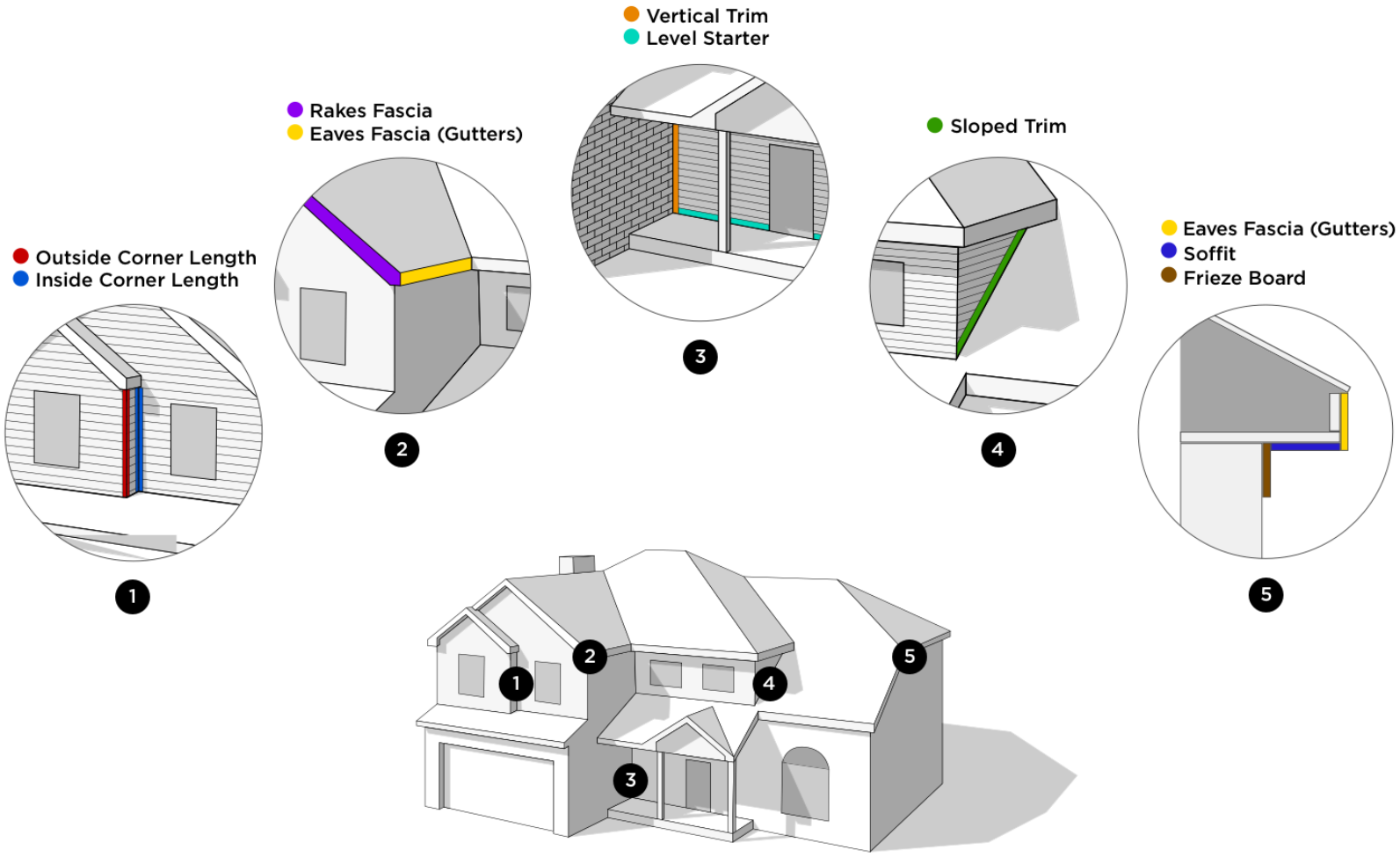
The table above provides the total roof area of a given property using waste percentages as noted. Please consider that area values and specific waste factors can be influenced by the size and complexity of the property, captured image quality, specific roofing techniques, and your own level of expertise. Additional square footage for Hip, Ridge, and Starter shingles are not included in this waste factor and will require additional materials. This table is only intended to make common waste calculations easier and should not be interpreted as recommendations.

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Overseas Highway, Islamorada, FL

MEASUREMENT KEY

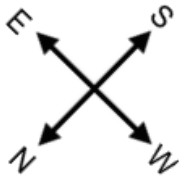


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Overseas Highway, Islamorada, FL

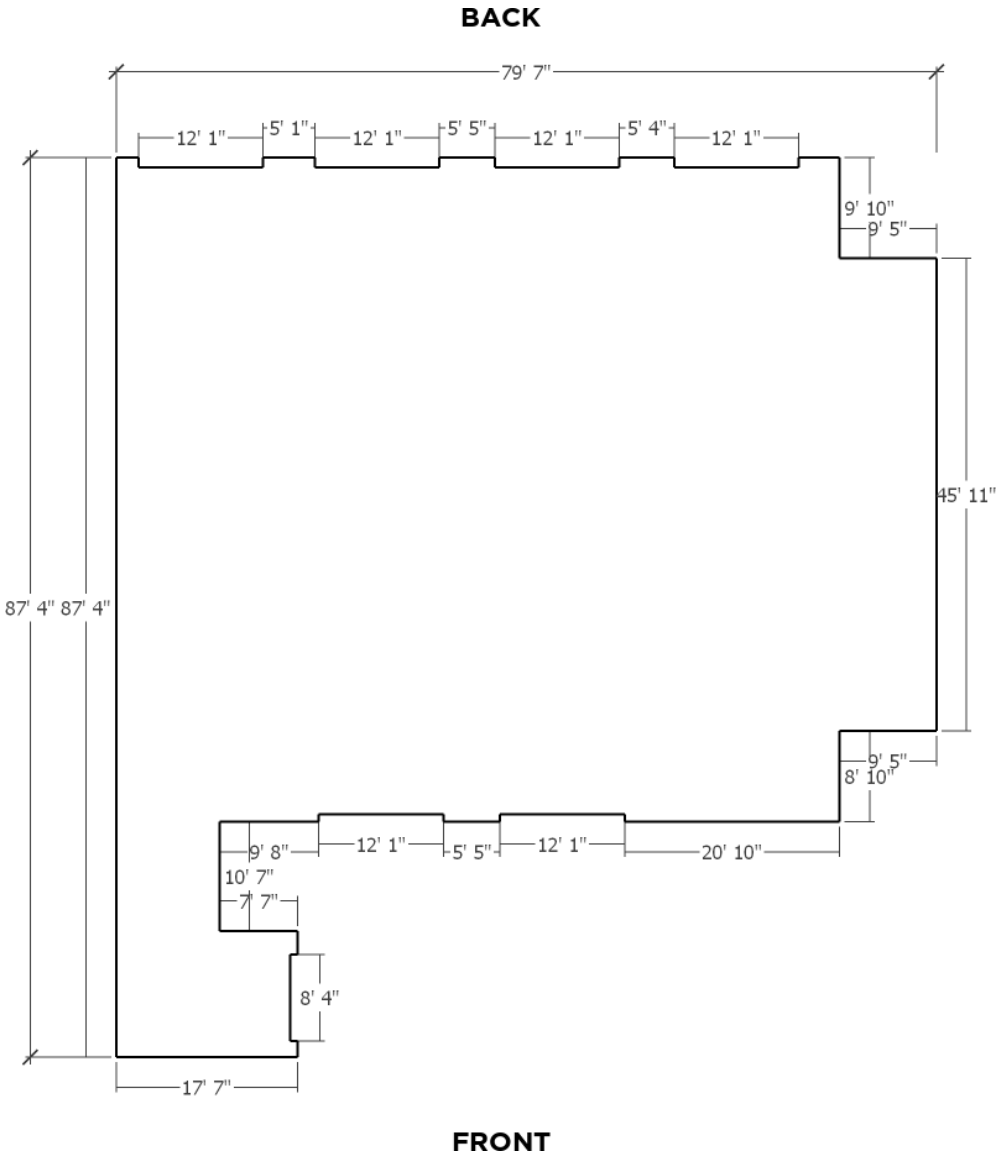
FOOTPRINT



Number of Stories: >1

Footprint Perimeter: 361′ 4″

Footprint Area: 5208 ft²

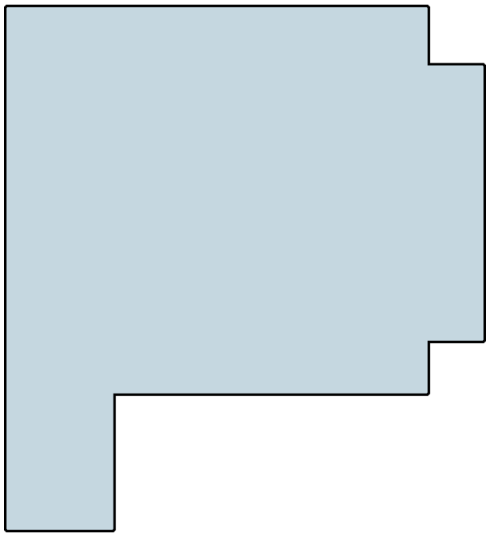


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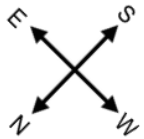
Overseas Highway, Islamorada, FL

SIDING PER ELEVATION



FRONT			RIGHT			LEFT	BACK		
SI-1	-	60 ft²	SI-2	-	5 ft²		SI-11	-	26 ft²
SI-5	-	22 ft²	SI-3	-	36 ft²		SI-12	-	12 ft²
SI-6	-	18 ft²	SI-4	-	8 ft²		SI-13	-	14 ft²
SI-7	-	49 ft²	SI-9	-	30 ft²		SI-14	-	14 ft²
SI-8	-	7 ft²	SI-10	-	34 ft²		SI-15	-	13 ft²
							SI-16	-	6 ft²
156 ft²			**113 ft²**			**0 ft²**	**85 ft²**		

Number of Stories: >1



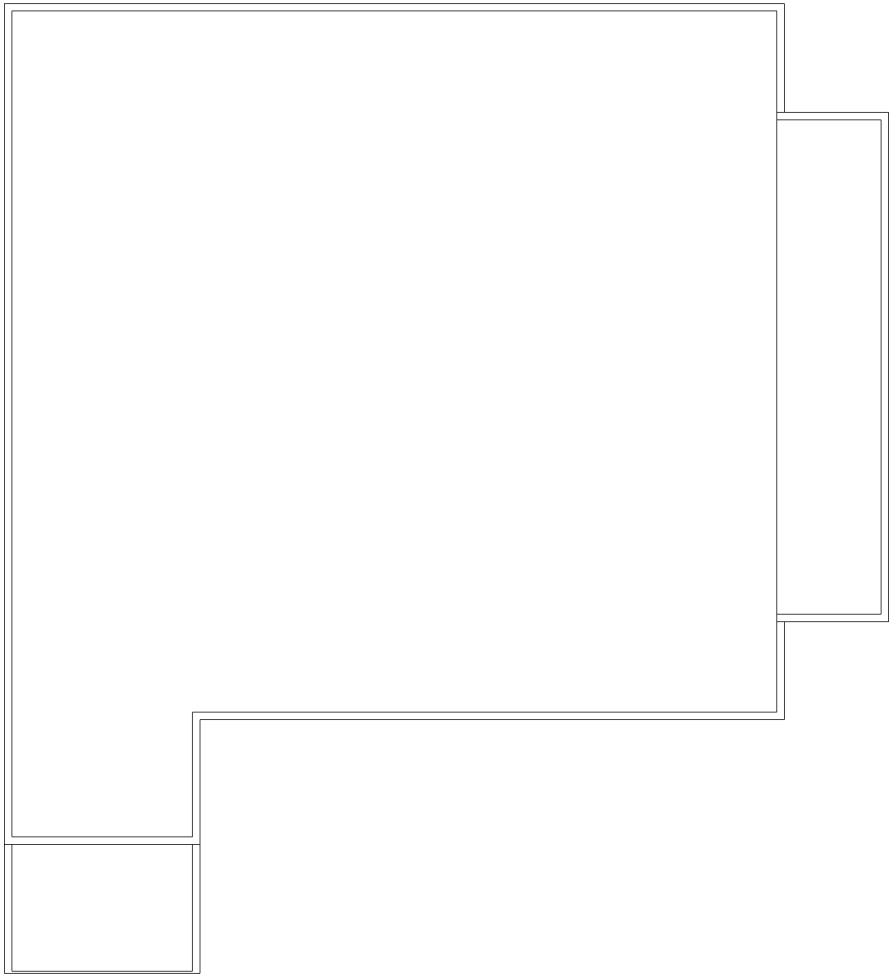
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Overseas Highway, Islamorada, FL

SOFFIT

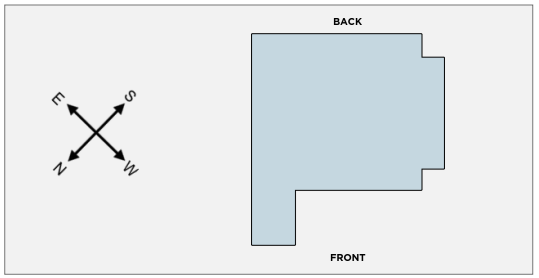
	Type	Depth	# Facets	Total Length	Total Area
			Totals	**-**	**0 ft²**

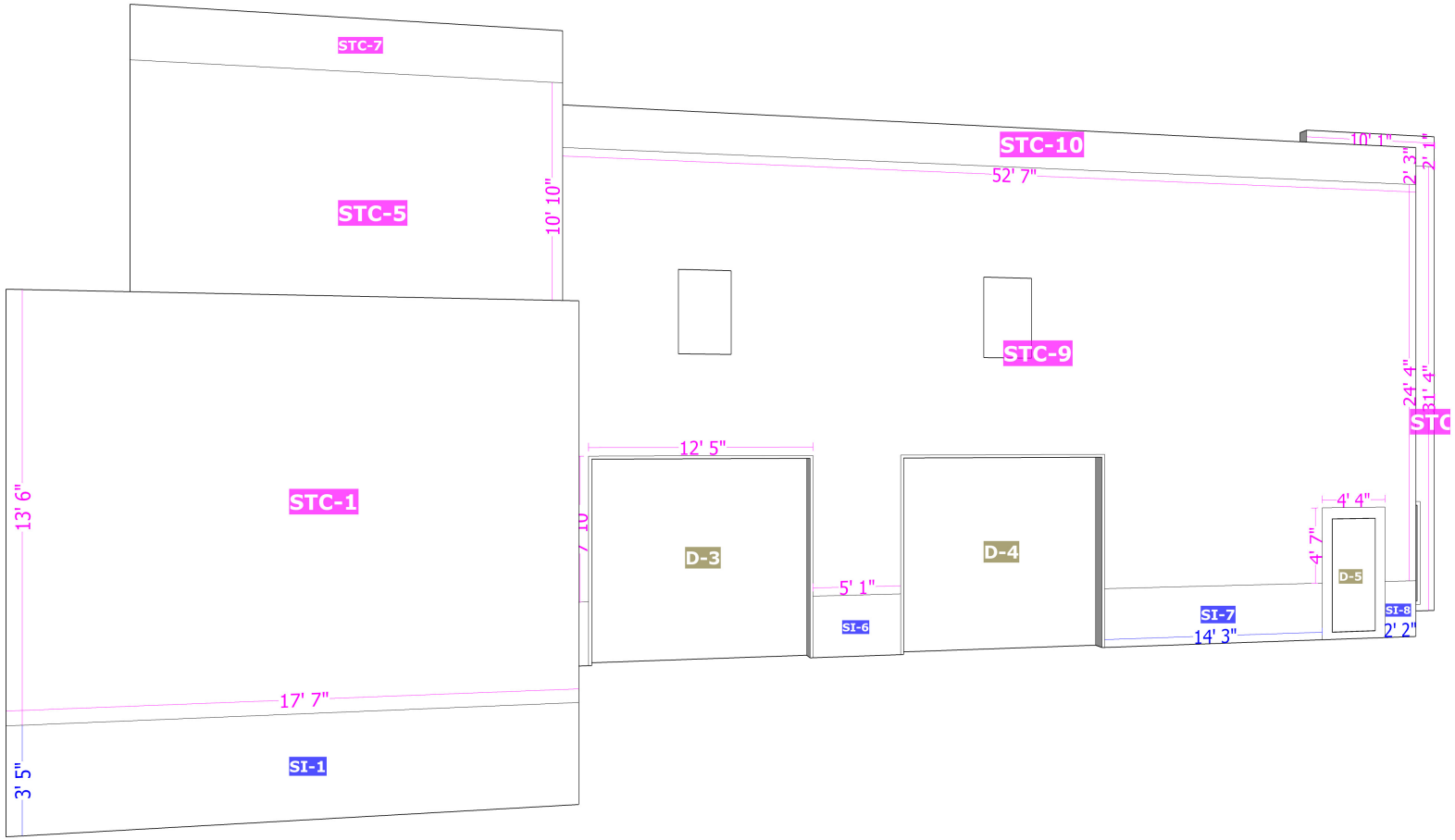


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Overseas Highway, Islamorada, FL
FRONT



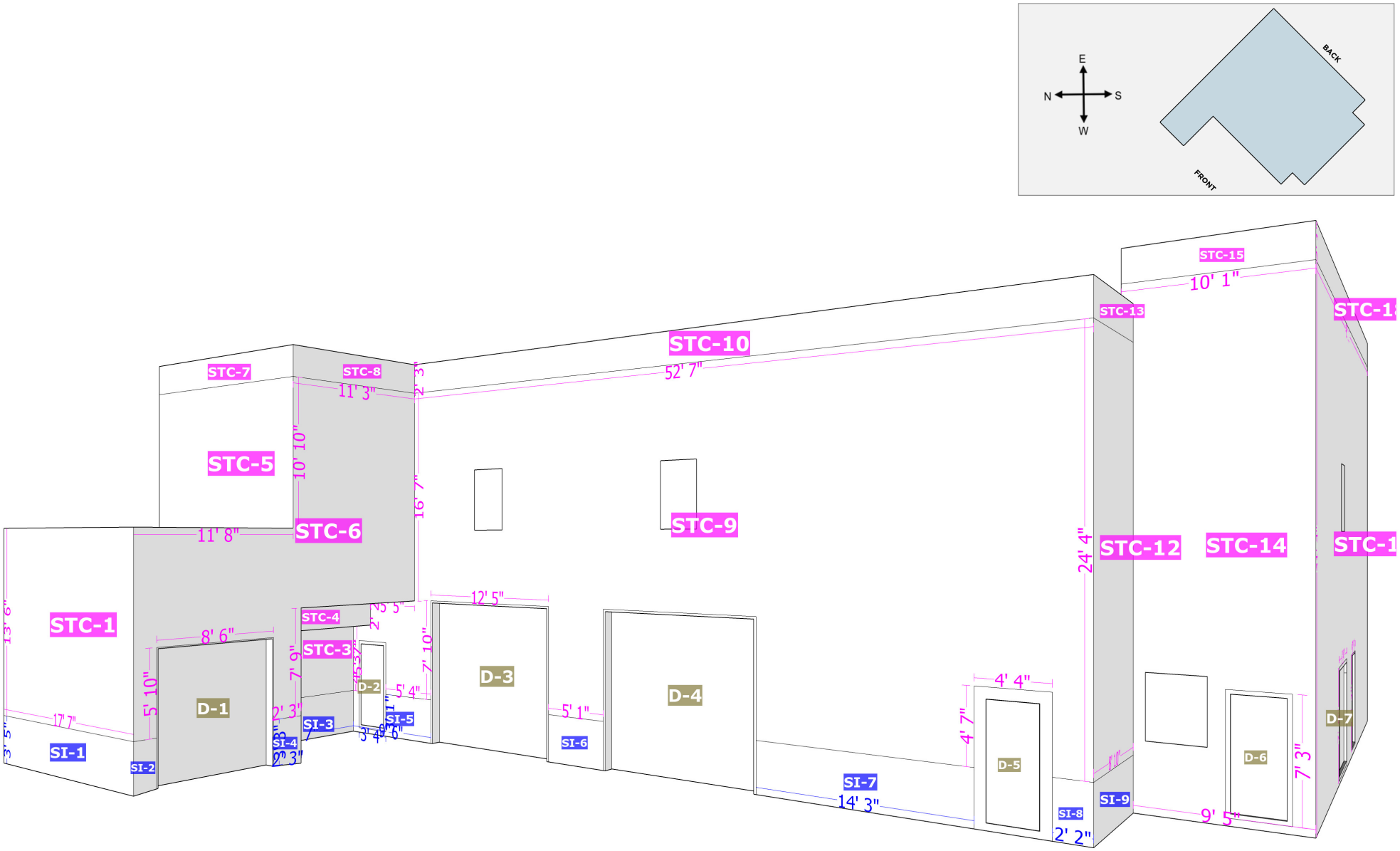


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Overseas Highway, Islamorada, FL

FRONT-RIGHT

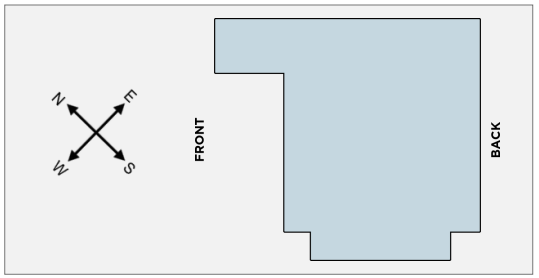


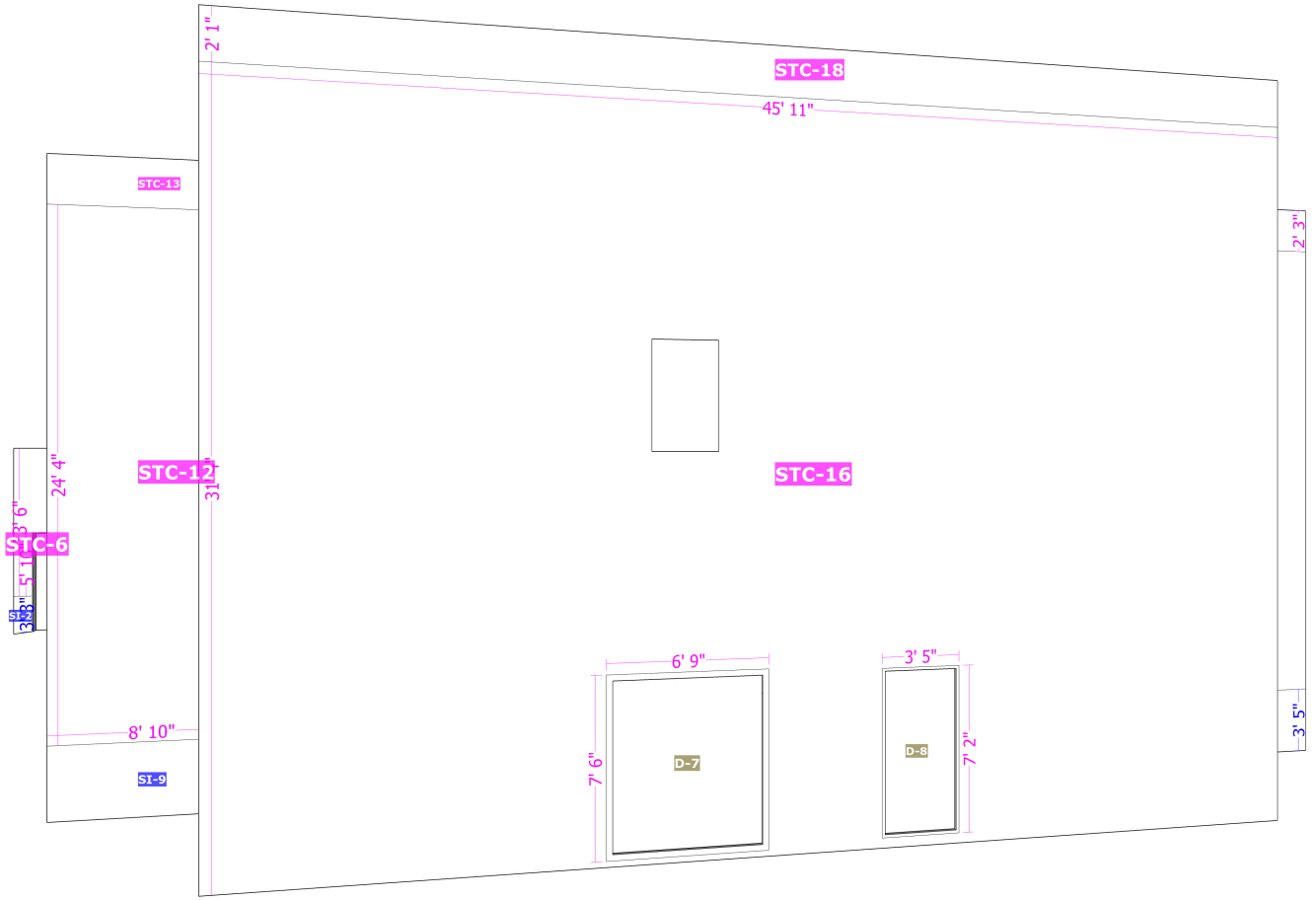
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Overseas Highway, Islamorada, FL

RIGHT



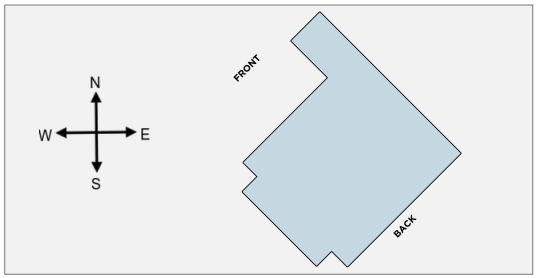


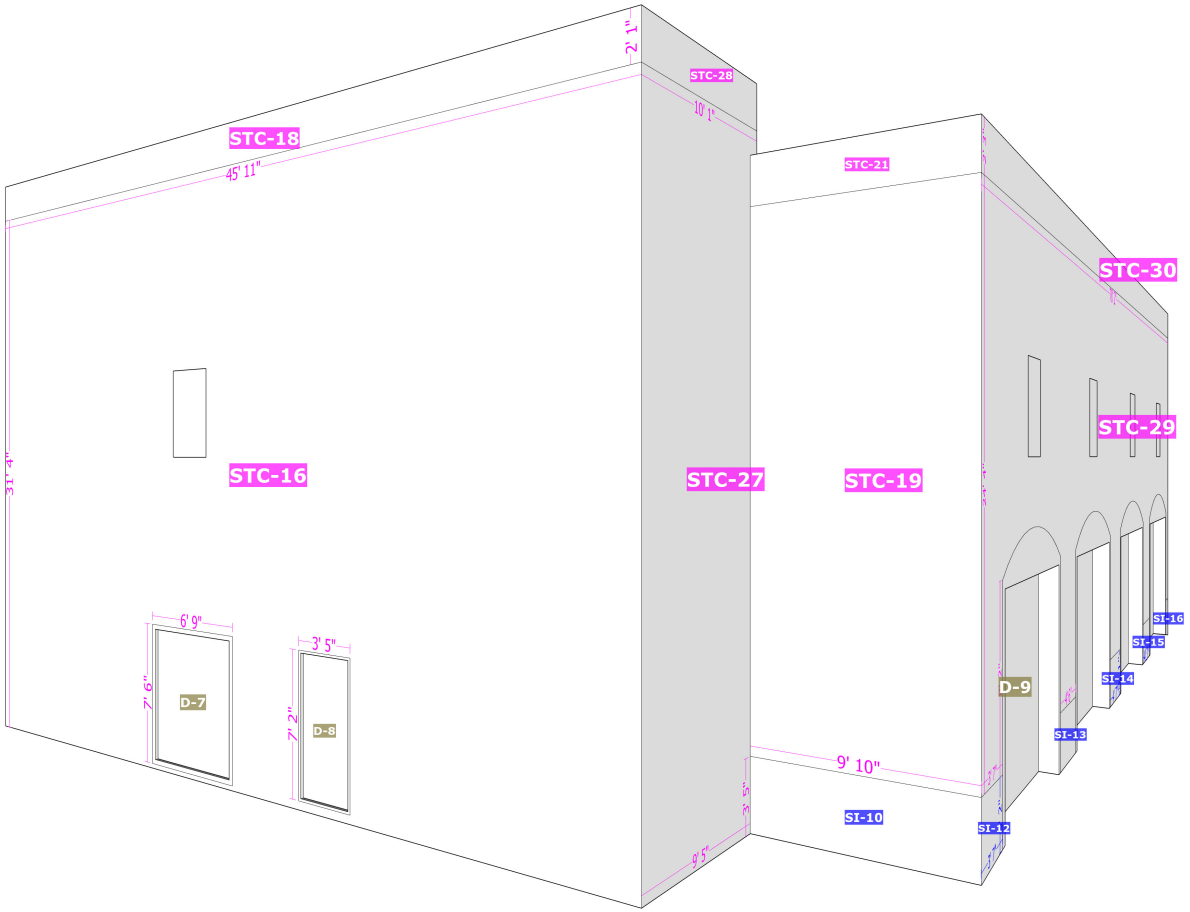
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Overseas Highway, Islamorada, FL

RIGHT-BACK

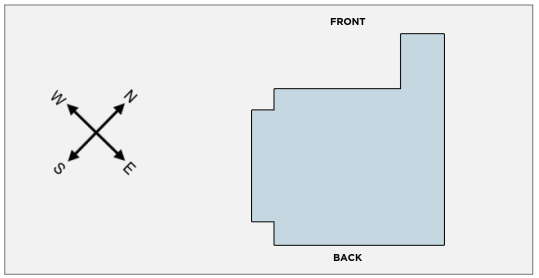


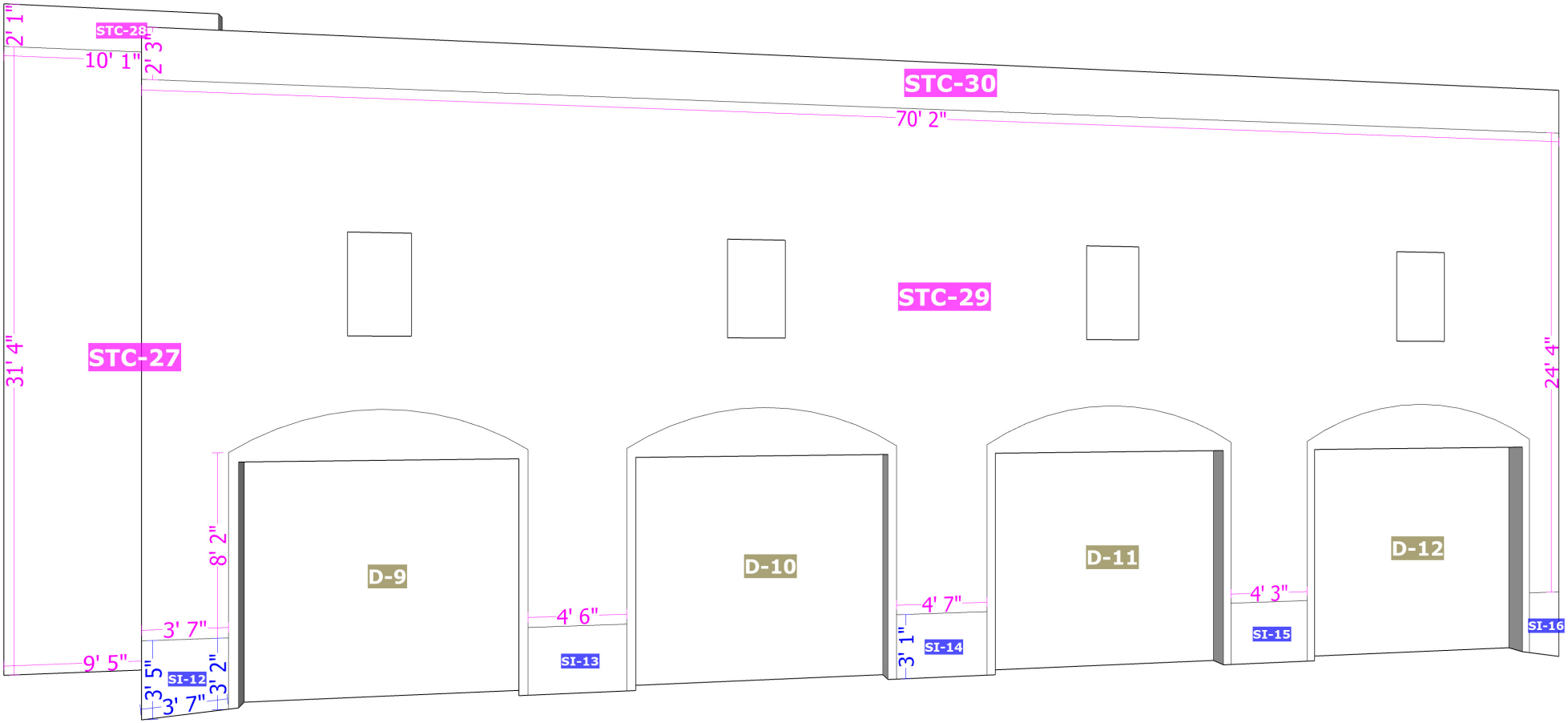


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Overseas Highway, Islamorada, FL
BACK



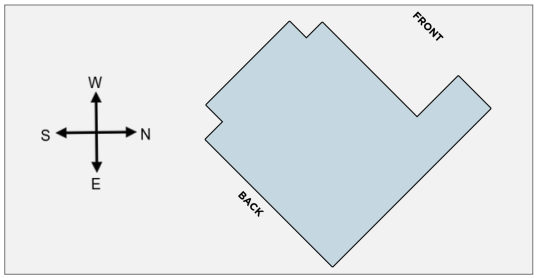


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Overseas Highway, Islamorada, FL

BACK-LEFT

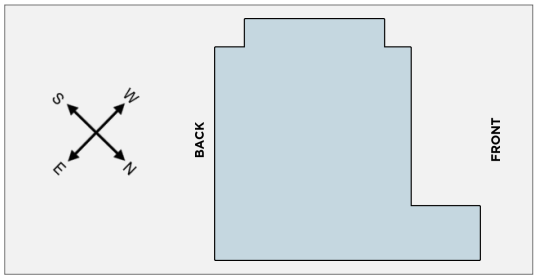


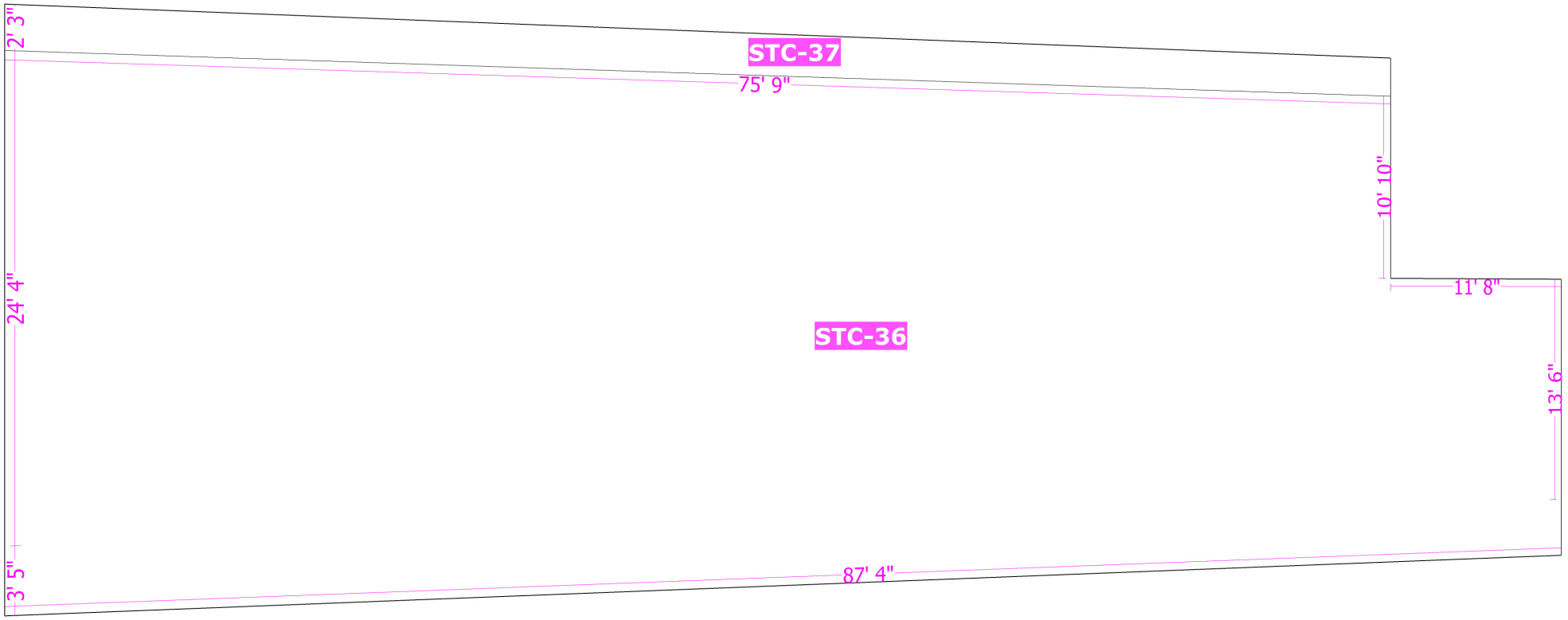


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Overseas Highway, Islamorada, FL
LEFT



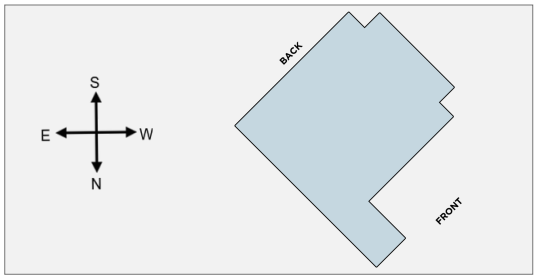


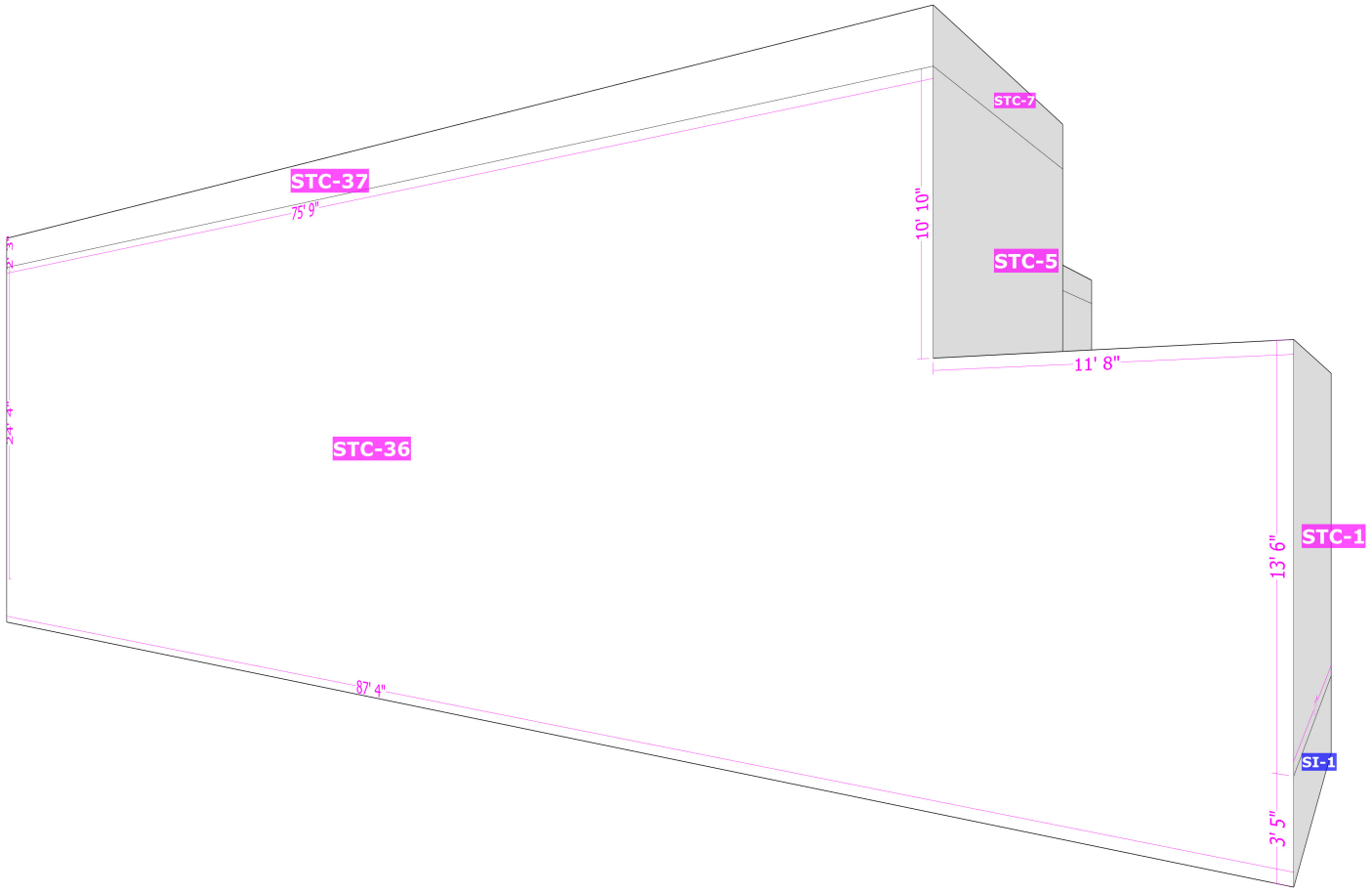
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Overseas Highway, Islamorada, FL

LEFT-FRONT





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Siding

Facade	Area	Inside Corners	Outside Corners	Openings	Shutters	Vents
SI-1	60 ft^2	0	1	0	0	0
SI-2	5 ft^2	0	1	0	0	0
SI-3	36 ft^2	2	0	0	0	0
SI-4	8 ft^2	0	1	0	0	0
SI-5	22 ft^2	1	0	0	0	0
SI-6	18 ft^2	0	0	0	0	0
SI-7	49 ft^2	0	0	0	0	0
SI-8	7 ft^2	0	1	0	0	0
SI-9	30 ft^2	0	1	0	0	0
SI-10	34 ft^2	0	1	0	0	0
SI-11	26 ft^2	1	1	0	0	0
SI-12	12 ft^2	0	1	0	0	0
SI-13	14 ft^2	0	0	0	0	0
SI-14	14 ft^2	0	0	0	0	0
SI-15	13 ft^2	0	0	0	0	0
SI-16	6 ft^2	0	0	0	0	0

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Siding

Facade	Area	Inside Corners	Outside Corners	Openings	Shutters	Vents
Total	354 ft^2	4	8	0	0	0

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Stucco

Facade	Area	Openings	Shutters	Vents
STC-1	238 ft^2	0	0	0
STC-2	15 ft^2	0	0	0
STC-3	59 ft^2	0	0	0
STC-4	23 ft^2	0	0	0
STC-5	213 ft^2	0	0	0
STC-6	299 ft^2	1	0	0
STC-7	40 ft^2	0	0	0
STC-8	26 ft^2	0	0	0
STC-9	1106 ft^2	4	0	2
STC-10	120 ft^2	0	0	0
STC-11	148 ft^2	0	0	0
STC-12	215 ft^2	0	0	0
STC-13	20 ft^2	0	0	0
STC-14	271 ft^2	1	0	1
STC-15	21 ft^2	0	0	0
STC-16	1362 ft^2	2	0	1

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Stucco

Facade	Area	Openings	Shutters	Vents
STC-17	137 ft^2	0	0	0
STC-18	97 ft^2	0	0	0
STC-19	239 ft^2	0	0	0
STC-20	15 ft^2	0	0	0
STC-21	22 ft^2	0	0	0
STC-22	15 ft^2	0	0	0
STC-23	104 ft^2	0	0	0
STC-24	54 ft^2	0	0	0
STC-25	22 ft^2	0	0	0
STC-26	32 ft^2	0	0	0
STC-27	295 ft^2	0	0	0
STC-28	21 ft^2	0	0	0
STC-29	1226 ft^2	4	0	4
STC-30	160 ft^2	0	0	0
STC-31	18 ft^2	0	0	0
STC-32	148 ft^2	0	0	0

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Stucco

Facade	Area	Openings	Shutters	Vents
STC-33	71 ft^2	0	0	0
STC-34	17 ft^2	0	0	0
STC-35	16 ft^2	0	0	0
STC-36	2302 ft^2	0	0	0
STC-37	173 ft^2	0	0	0
STC-38	22 ft^2	0	0	0
STC-39	15 ft^2	0	0	0
Small Facets	413 ft^2	0	0	0
Total	9810 ft^2	12	0	8

Facets smaller than 2 ft^2 are not labeled individually. The Small Facets row captures the summed dimensions and features of these facades.

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Facades

		Trim			Corners		Roofline		Openings		
Facade	Area	Level Starter	Sloped	Vertical	Inside	Outside	Level Frieze Board	Sloped Frieze Board	Tops	Sills	Sides
SI-1	60 ft²	17′ 7″	-	3′ 5″	-	3′ 5″	-	-	-	-	-
SI-2	5 ft²	-	1′ 6″	-	-	3′ 5″	-	-	-	-	3′ 3″
SI-3	36 ft²	10′ 7″	-	-	6′ 10″	-	-	-	-	-	-
SI-4	8 ft²	-	2′ 3″	-	-	3′ 5″	-	-	-	-	3′ 3″
SI-5	22 ft²	9′ 6″	-	-	3′ 5″	-	-	-	-	3′ 4″	9′ 6″
SI-6	18 ft²	5′ 1″	-	-	-	-	-	-	-	-	6′ 10″
SI-7	49 ft²	14′ 3″	-	-	-	-	-	-	-	-	6′ 10″
SI-8	7 ft²	2′ 2″	-	-	-	3′ 5″	-	-	-	-	3′ 5″
SI-9	30 ft²	8′ 10″	-	3′ 5″	-	3′ 5″	-	-	-	-	-
SI-10	34 ft²	9′ 10″	-	3′ 5″	-	3′ 5″	-	-	-	-	-
SI-11	26 ft²	7′ 7″	-	-	3′ 5″	3′ 5″	-	-	-	-	-
SI-12	12 ft²	-	3′ 7″	-	-	3′ 5″	-	-	-	-	3′ 2″
SI-13	14 ft²	4′ 6″	-	-	-	-	-	-	-	-	6′ 2″
SI-14	14 ft²	4′ 7″	-	-	-	-	-	-	-	-	6′ 2″
SI-15	13 ft²	4′ 3″	-	-	-	-	-	-	-	-	6′ 2″

*Totals de-duplicate any line segments that are shared between multiple facades, and as a result may not represent a total summation of the corresponding column.

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Facades

		Trim			Corners		Roofline		Openings		
Facade	**Area**	**Level Starter**	**Sloped**	**Vertical**	**Inside**	**Outside**	**Level Frieze Board**	**Sloped Frieze Board**	**Tops**	**Sills**	**Sides**
SI-16	6 ft^2	-	1′ 10″	3′ 5″	-	-	-	-	-	-	3′ 2″
Total*	354 ft^2	98′ 7″	9′ 2″	13′ 9″	6′ 10″	13′ 9″	-	-	-	3′ 4″	58′ 1″

*Totals de-duplicate any line segments that are shared between multiple facades, and as a result may not represent a total summation of the corresponding column.

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Example Waste Factor Calculations

	SIDING & TRIM ONLY			+ OPENINGS < 20ft²			+ OPENINGS < 33ft²		
	Zero Waste	+10%	+18%	Zero Waste	+10%	+18%	Zero Waste	+10%	+18%
SI-1	60 ft²	66 ft²	71 ft²	60 ft²	66 ft²	71 ft²	60 ft²	66 ft²	71 ft²
SI-2	5 ft²	6 ft²	6 ft²	5 ft²	6 ft²	6 ft²	5 ft²	6 ft²	6 ft²
SI-3	36 ft²	40 ft²	42 ft²	36 ft²	40 ft²	42 ft²	36 ft²	40 ft²	42 ft²
SI-4	8 ft²	9 ft²	9 ft²	8 ft²	9 ft²	9 ft²	8 ft²	9 ft²	9 ft²
SI-5	22 ft²	24 ft²	26 ft²	22 ft²	24 ft²	26 ft²	22 ft²	24 ft²	26 ft²
SI-6	18 ft²	20 ft²	21 ft²	18 ft²	20 ft²	21 ft²	18 ft²	20 ft²	21 ft²
SI-7	49 ft²	54 ft²	58 ft²	49 ft²	54 ft²	58 ft²	49 ft²	54 ft²	58 ft²
SI-8	7 ft²	8 ft²	8 ft²	7 ft²	8 ft²	8 ft²	7 ft²	8 ft²	8 ft²
SI-9	30 ft²	33 ft²	35 ft²	30 ft²	33 ft²	35 ft²	30 ft²	33 ft²	35 ft²
SI-10	34 ft²	37 ft²	40 ft²	34 ft²	37 ft²	40 ft²	34 ft²	37 ft²	40 ft²
SI-11	26 ft²	29 ft²	31 ft²	26 ft²	29 ft²	31 ft²	26 ft²	29 ft²	31 ft²
SI-12	12 ft²	13 ft²	14 ft²	12 ft²	13 ft²	14 ft²	12 ft²	13 ft²	14 ft²
SI-13	14 ft²	15 ft²	17 ft²	14 ft²	15 ft²	17 ft²	14 ft²	15 ft²	17 ft²
SI-14	14 ft²	15 ft²	17 ft²	14 ft²	15 ft²	17 ft²	14 ft²	15 ft²	17 ft²

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SIDING & TRIM ONLY

	Zero Waste	+10%	+18%
SI-15	13 ft^2	14 ft^2	15 ft^2
SI-16	6 ft^2	7 ft^2	7 ft^2
Trims	0 ft^2	0 ft^2	0 ft^2
Total	354 ft^2	390 ft^2	417 ft^2

+ OPENINGS < 20ft^2

Zero Waste	+10%	+18%
13 ft^2	14 ft^2	15 ft^2
6 ft^2	7 ft^2	7 ft^2
155 ft^2	171 ft^2	183 ft^2
509 ft^2	561 ft^2	600 ft^2

+ OPENINGS < 33ft^2

Zero Waste	+10%	+18%
13 ft^2	14 ft^2	15 ft^2
6 ft^2	7 ft^2	7 ft^2
155 ft^2	171 ft^2	183 ft^2
509 ft^2	561 ft^2	600 ft^2

The first Siding Waste Factor table is calculated using the total ft^2 of siding facades, ft^2 of trim touching siding, and ft^2 of unknowns touching siding.

The tables above provide the area of siding on a given property, segmented by individual and in sum total form. Values include openings (doors & windows) and waste percentages as noted. Please consider that area values and specific waste factors can be influenced by the size and complexity of the property, captured image quality, specific siding techniques, and your own level of expertise. Accessories are not included in these values and may require additional material.

These tables are only intended to make common waste calculations easier and should not be interpreted as recommendations.

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Doors

Opening	Width x Height	Area
D-1	100″ x 108″	75 ft^2
D-10	145″ x 130″	130 ft^2
D-10 Entire	145″ x 130″	130 ft^2
D-11	145″ x 130″	130 ft^2
D-11 Entire	145″ x 130″	130 ft^2
D-12	145″ x 130″	130 ft^2
D-12 Entire	145″ x 130″	130 ft^2
D-2	32″ x 80″	18 ft^2
D-3	145″ x 133″	134 ft^2
D-3 Entire	145″ x 133″	134 ft^2
D-4	145″ x 133″	134 ft^2
D-4 Entire	145″ x 133″	134 ft^2
D-5	36″ x 82″	21 ft^2
D-6	32″ x 80″	18 ft^2
D-7	72″ x 80″	40 ft^2
D-8	36″ x 82″	21 ft^2
D-9	145″ x 130″	130 ft^2

***Total door square footage includes entire door package (e.g. with transoms, sidelites, etc.)**

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Doors (cont.)

Opening	Width x Height	Area
D-9 Entire	145″ x 130″	130 ft^2
Total	-	981 ft^2

***Total door square footage includes entire door package (e.g. with transoms, sidelites, etc.)**

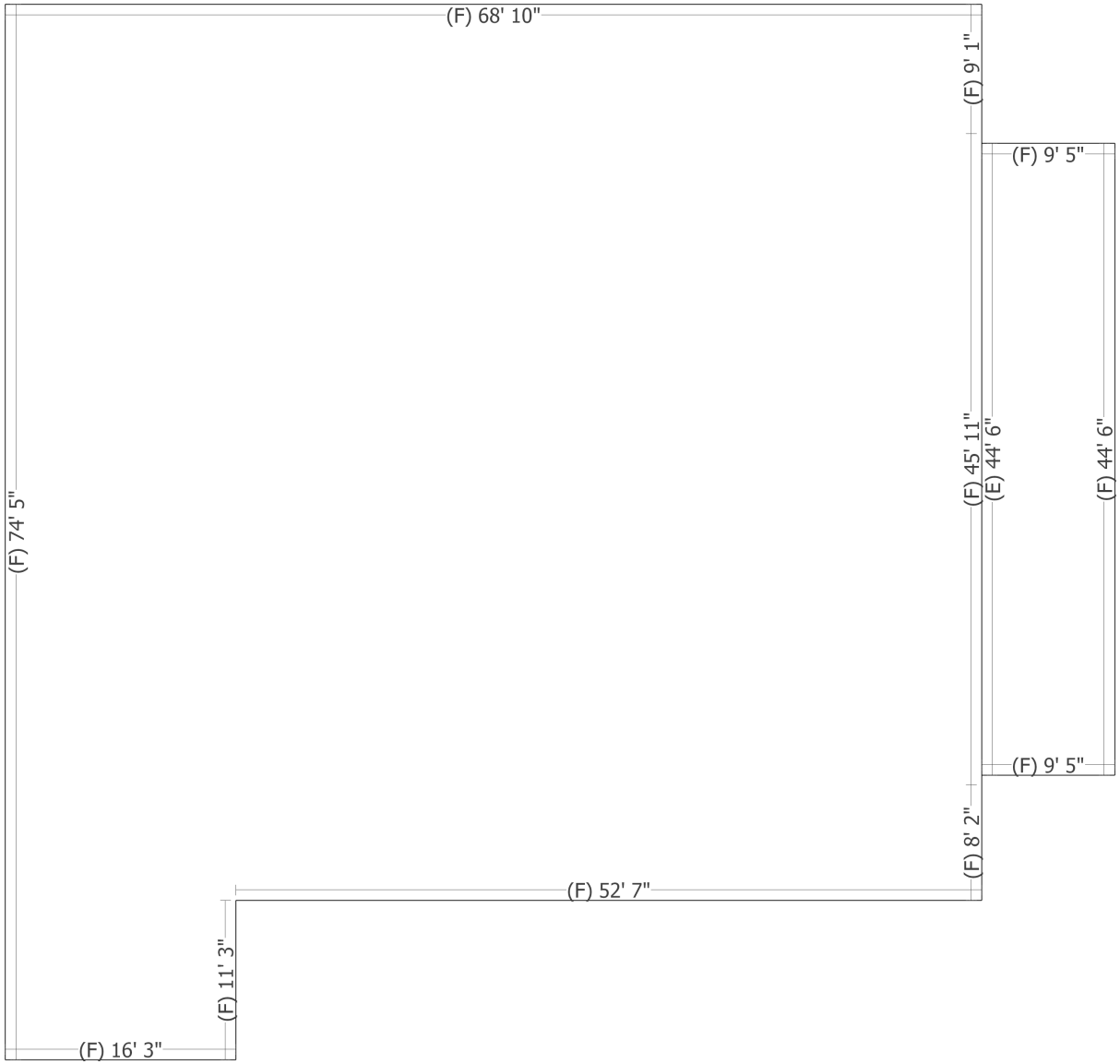
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Overseas Highway, Islamorada, FL
ROOF MEASUREMENTS

Roof	Length
Ridges (RI)	-
Hips (H)	-
Valleys (V)	-
Rakes (RA)	-
Eaves (E)	44′ 6″
Flashing (F)*	349′ 9″
Step Flashing (SF)*	-
Transition Line (TL)	-

*Please view the 3D model for more detail (e.g. flashing, step flashing and some other roof lines may be difficult to see on the PDF)



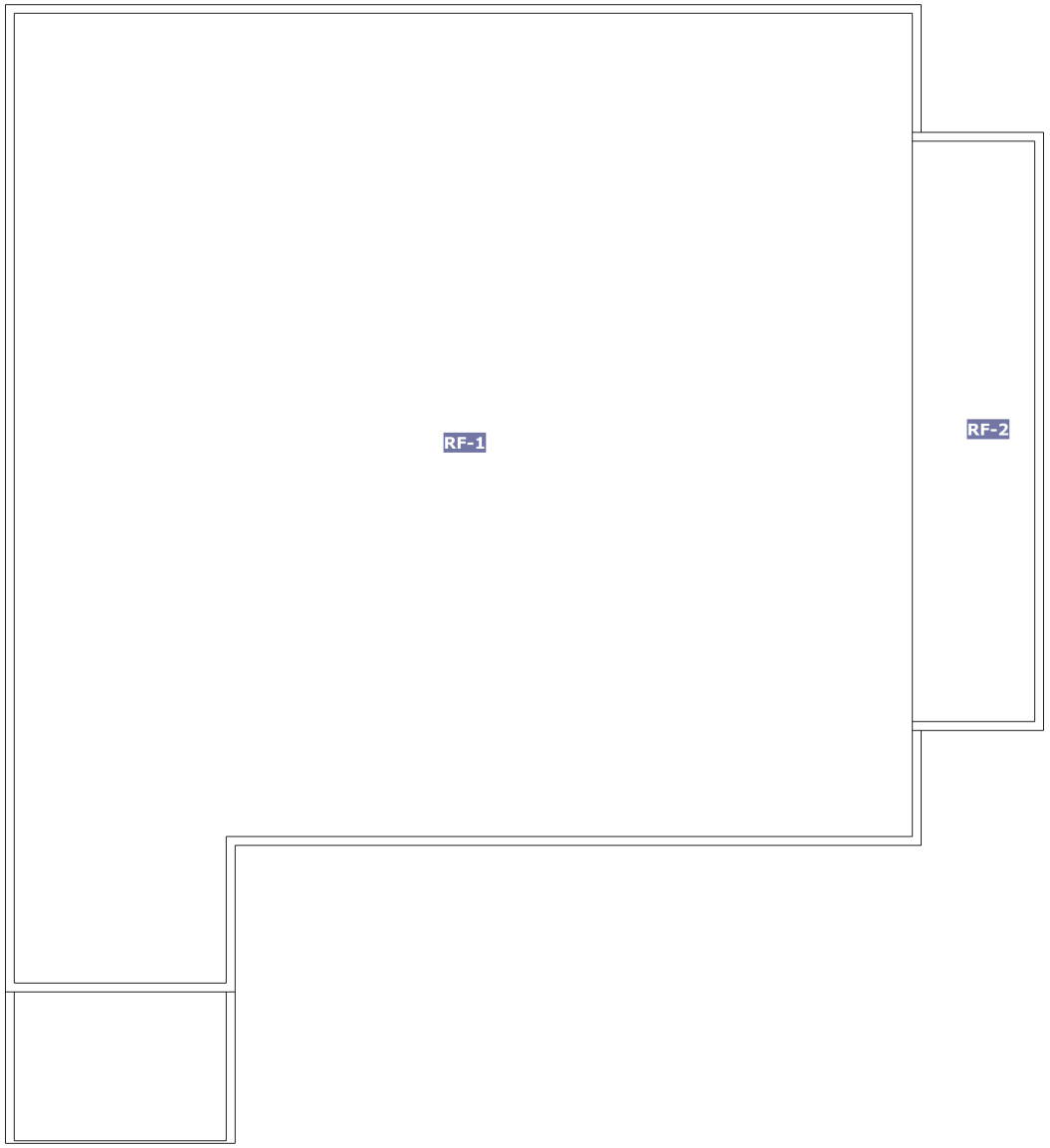
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Overseas Highway, Islamorada, FL

ROOF FACETS

Facet	Area	Pitch
RF-1	4529 ft^2	0/12
RF-2	418 ft^2	0/12



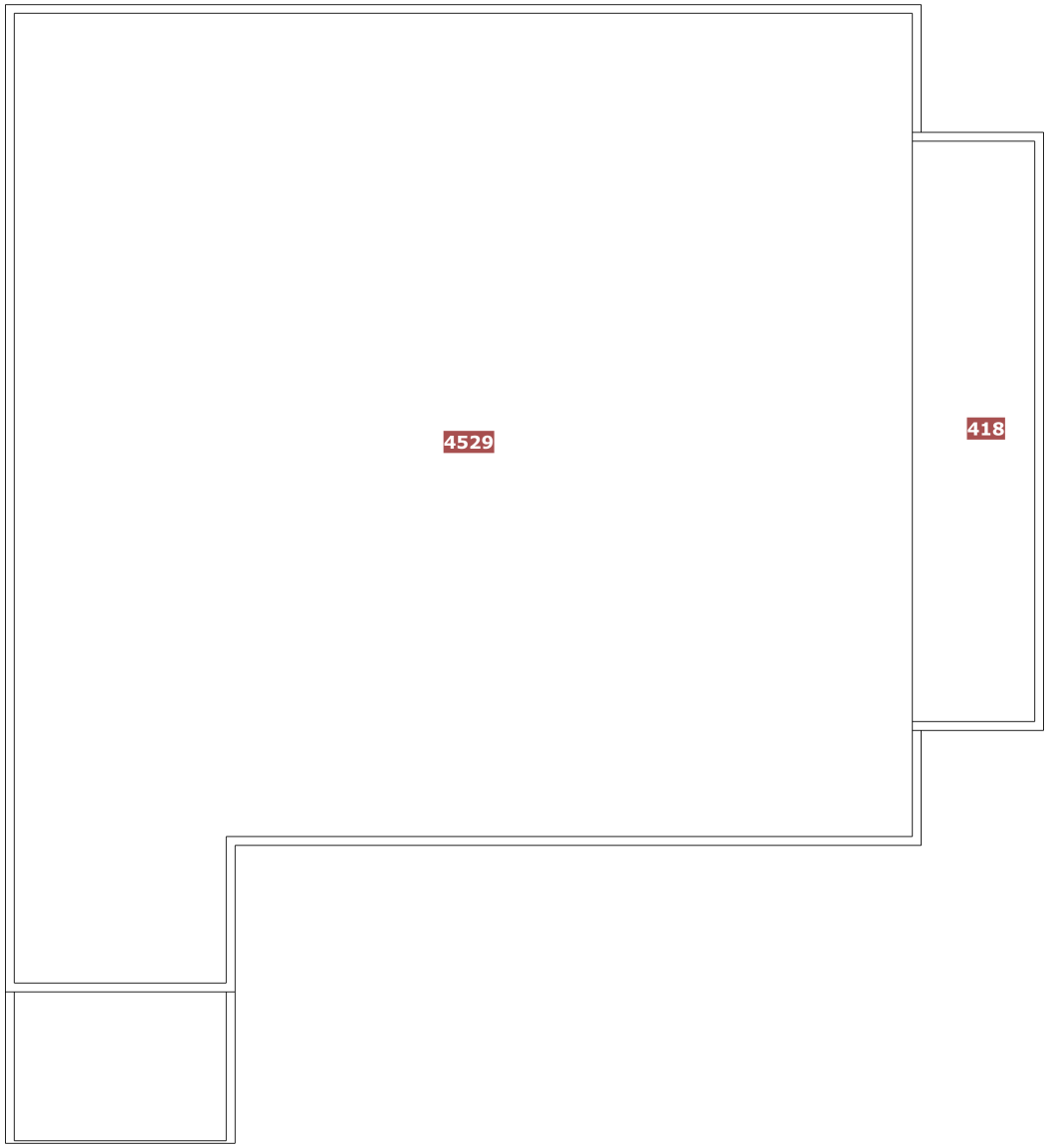
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Overseas Highway, Islamorada, FL

ROOF AREA

Roof	Facets	Total
Total	2	4947 ft^2



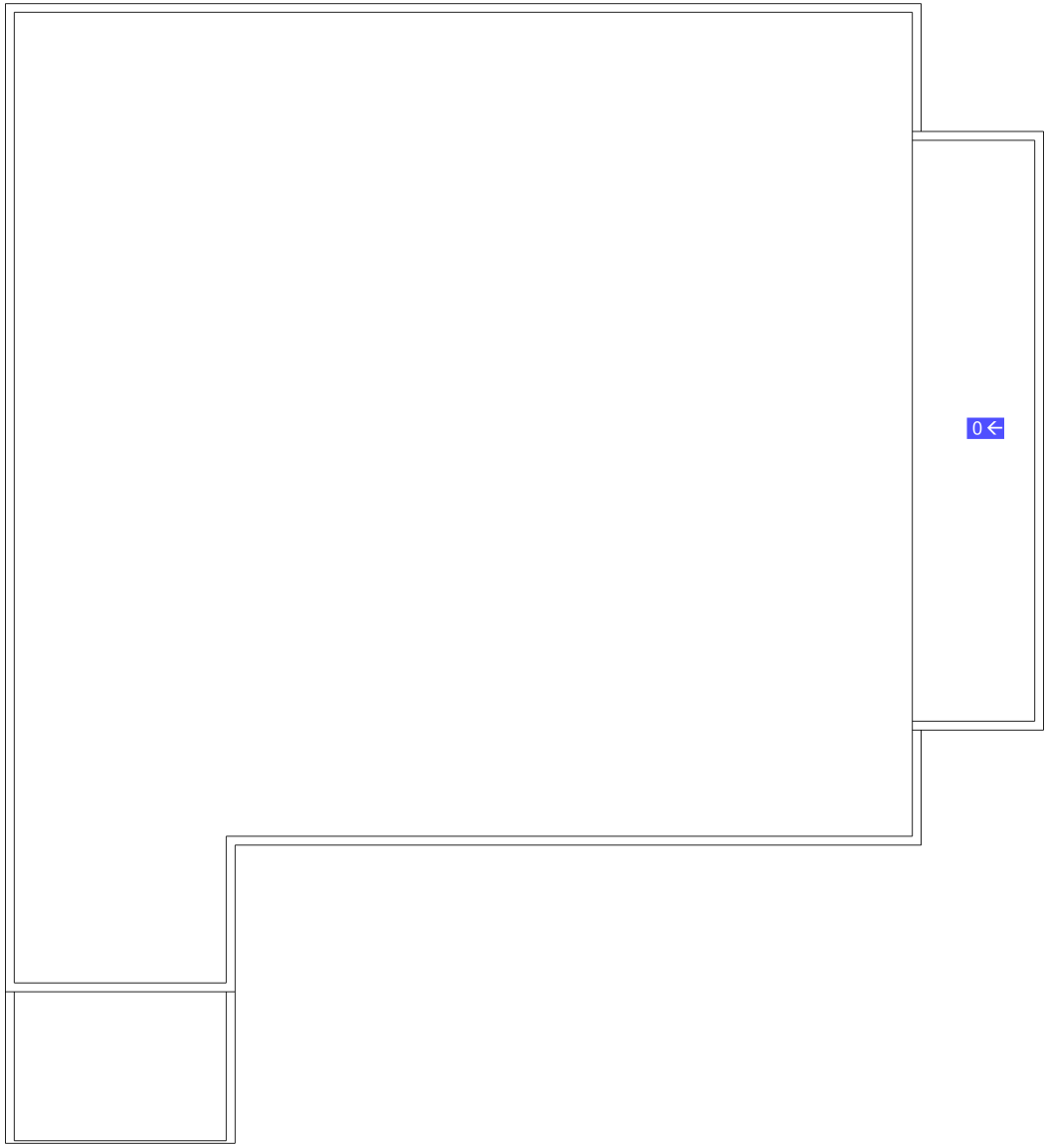
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Overseas Highway, Islamorada, FL

ROOF PITCH

Roof Pitch	Area	Percentage
0/12	4947 ft^2	100.0%



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Exhibit "B"

Affidavit
For Certification as a Local Business

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, personally appeared _____ (Affiant's Name), as _____ (Title) of _____ _____ (Name of Company), a _____ (Type of Entity), who after having been sworn, deposes and states:

1. My name is _____.
2. I am the _____ (Title) of _____ (Name of Firm), and I have personal knowledge of the facts stated herein.
3. _____ (Name of Firm) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and RFP 19-08; and
4. _____ (Name of Firm) has a current Monroe County occupational license or business tax receipt, with a principal office located at _____ _____ (Physical Address), which is between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the June 14, 2021 date of solicitation of RFQ 21-08 and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the Village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM 72.658 to the Miami-Dade County boundary line) at the time of submittal.

_____
Affiant

Sworn to and subscribed before me, this _____ day of _____, 2019.

_____
Notary Public
_____Personally known
_____Produced identification
_____ Type of identification produced

Village Code Section 2-237(e) ***Preference for local businesses.***

(1) Local preference shall apply for purchases of or contracts for material, supplies, equipment, improvements, or services in the following manner:

(a) Any local business shall receive a preference bonus of ten percent for purchases or contracts less than $100,000.00.

(b) Any local business shall receive a preference bonus of five percent for purchases or contracts which are $100,000.00 or more but less than $500,000.00.

(c) Any local businesses shall receive a preference bonus of two and one-half percent for purchases or contracts which are $500,000.00 or more.

(2) For purposes of this subsection, the term "local business" shall mean the following:

(a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and

(b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and

(c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and

(d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.

(e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.

(f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal.

(3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.

(4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.

(5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 2-237(e)(4) above.

(6) Penalties:

(a) Misrepresentation. Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:

(1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and

(2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.

(b) Failure to maintain local business preference qualifications. Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.

(c) Prior to the imposition of penalties provided for in 2-237(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.

AGREEMENT

THIS IS AN AGREEMENT, dated the day of , 2026, between:

ISLAMORADA, VILLAGE OF ISLANDS
a Florida municipal corporation, hereinafter "**VILLAGE**,"

and

_____.
a _____, authorized to do business in the State of Florida, hereinafter "**CONTRACTOR**."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, VILLAGE and CONTRACTOR agree as follows:

Article I. PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Section 1.01 The VILLAGE is in need of an independent experienced contractor to resurface three (3) existing pickleball courts, replace vinyl chain-link divider fencing between the pickleball courts, resurface the existing basketball court, and line the basketball court for multi-sport use as two (2) pickleball courts in a timely and responsive timeframe (the "Project").

Section 1.02 On _____, 2026, the VILLAGE issued Request for Proposals No. 26-__ for the Project, including all Exhibits and Addenda (the "RFP").

Section 1.03 On _____, 2026, the VILLAGE received a proposal from CONTRACTOR, for completion of the Project as expressed in the RFP.

Section 1.04 The evaluation committee evaluated and ranked the proposal in accordance with the RFP and determined that CONTRACTOR was a the highest ranked, responsive and responsible proposer for the Project.

Section 1.05 On _____, 2026, the Village Council of Islamorada, Village of Islands (the "Village Council") adopted Resolution No. 26-##-##, awarding the RFP to CONTRACTOR and authorizing the Village to negotiate and execute this Agreement with CONTRACTOR for the Project.

Section 1.06 VILLAGE and CONTRACTOR desire to enter into this Agreement for the completion of the Project in accordance with the RFP and on the schedule set forth in ARTICLE 3 entitled "TIME FOR COMPLETION".

Form of Agreement

Article II. SCOPE OF WORK

Section 2.01 CONTRACTOR shall furnish all necessary expertise, personnel, tools, materials, equipment and supervision, to perform all of the work for the Project described in the RFP, and the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".

Section 2.02 CONTRACTOR hereby represents to VILLAGE, with full knowledge that VILLAGE is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and personnel to perform the services to be provided by CONTRACTOR for the Project pursuant to the terms of this Agreement.

Section 2.03 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards.

Section 2.04 None of the work or services under this Agreement for the Project shall be subcontracted by CONTRACTOR, unless CONTRACTOR obtains prior written consent from the VILLAGE. Approved subcontractors shall be subject to each provision of this Agreement and CONTRACTOR shall be responsible and indemnify the VILLAGE for its subcontractors' negligent acts, errors or omissions.

Article III. TIME FOR COMPLETION

Section 3.01 The CONTRACTOR shall commence work as directed by the VILLAGE and in accordance with a Project Timeline. The Project Timeline shall be based upon the timeline as stated in Exhibit "A" to this Agreement as may be modified and agreed upon during negotiation of this Agreement and provided as Exhibit "B". CONTRACTOR shall complete all work in a timely manner in accordance with the Project Timeline or be subject to liquidated damages pursuant to Section 3.03.

Section 3.02 Anything to the contrary notwithstanding, minor adjustment to the Project timeline for completion approved by VILLAGE in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR.

Section 3.03 Upon failure of CONTRACTOR to substantially complete the Work as defined in this Agreement within the Contract Time, CONTRACTOR shall pay to VILLAGE the following liquidated damages for each calendar day after the expiration of the Contract Time that the Contractor fails to achieve Substantial Completion up until the date that the CONTRACTOR achieves Substantial Completion.

Section 3.04 VILLAGE and CONTRACTOR recognize that time is of the essence with respect to the completion of the Project and VILLAGE would suffer financial loss if the Project is not

Form of Agreement

completed within the time specified in the timeline for completion set forth in Exhibit "A" as mention above, subject to adjustments of such timeline as approved by the Village as provided in the RFP and Proposal. VILLAGE and CONTRACTOR also recognize the expense and difficulties involved in proving with reasonable certainty the actual loss or damage suffered by VILLAGE if the Project is not completed on time. Accordingly, in lieu of requiring any such proof, VILLAGE and CONTRACTOR agree that, as liquidated damages for delays, or early termination of the Agreement, CONTRACTOR shall pay VILLAGE, in addition to any other damages and/or remedies to which VILLAGE may be entitled, the dollar amount equal to six one hundredths of a percent (0.06%) per day of total Contract Price (as defined below) for each calendar day within the first fifteen (15) days after the final completion date set forth in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal attached hereto as Exhibit "A" or in the event of early termination of the Agreement, for each calendar day within the first fifteen (15) days from termination to the stated completion date. For each calendar day after the first fifteen days following the final completion date provided in the timeline where the CONTRACTOR fails to reach final completion in accordance with the RFP and Proposal the VILLAGE shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price until the CONTRACTOR achieves final completion with respect to a delay or in the event of earlier termination of the Agreement, for each calendar day after the first fifteen days from termination to the stated final completion date, the Village shall be entitled to the dollar amount equal to one tenth of one percent (0.1%) per day of total Contract Price. CONTRACTOR further agrees that the amount of liquidated damages assessed pursuant to this paragraph is reasonable and does not constitute a penalty. Although the parties recognize the difficulty of proving the loss or damage suffered by the VILLAGE due to delay or early termination, the CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

Section 3.05 These amounts are not penalties but are liquidated damages payable by CONTRACTOR to VILLAGE for the failure to provide full beneficial occupancy and use of the Project as required. Liquidated damages are hereby fixed and agreed upon between the parties who hereby acknowledge the difficulty of determining the amount of damages that will be sustained by CONTRACTOR as a consequence of CONTRACTOR's delay and failure of CONTRACTOR to complete the Work on time. The above-stated liquidated damages shall apply separately to each phase of the Project for which a time for completion is given.

Section 3.06 VILLAGE is authorized to deduct the liquidated damages from monies due to CONTRACTOR for the Work under this Contract. In case the liquidated damage amount due to VILLAGE by CONTRACTOR exceeds monies due CONTRACTOR from VILLAGE, CONTRACTOR shall be liable and shall immediately upon demand by VILLAGE pay to VILLAGE the amount of said excess.

Article IV. CONTRACT PRICE, GUARANTEES AND WARRANTEES

Section 4.01 The VILLAGE hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with the Proposal attached hereto as Exhibit "A", and as directed by VILLAGE. Prices for work completed by the CONTRACTOR shall be as

Form of Agreement

reflected in Exhibit "A". A total contract price hereto is referred to as Contract Price and shall not exceed _____ **and no/100 Dollars ($_____.00).**

Section 4.02 The VILLAGE will make payments to CONTRACTOR for completed and proper work and in the amounts stated in Exhibit "A" in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

Section 4.03 The CONTRACTOR shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by VILLAGE.

Section 4.04 The CONTRACTOR shall specify warranty duration and guidelines, inclusions and exclusions for all products.

Section 4.05 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONTRACTOR other than those arising from requirements of the specifications.

Section 4.06 CONTRACTOR is prohibited from placing a lien on the Village's property. This prohibition applies to; inter alia, all sub-contractors and suppliers and labors.

Article V. CONTRACTOR'S LIABILITY INSURANCE

Section 5.01 The CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all insurance required under this Article and such insurance has been approved by the VILLAGE nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

Section 5.02 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 5.03 Financial Ratings of the insurers must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

Section 5.04 Insurance shall be in force during the term of this Agreement. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

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Section 5.05 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are as follows: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

(a) Workers' Compensation Insurance – as required by law;

(b) Comprehensive General Liability Insurance, including Premises Operation, Products and Completed Operations, Blanket Contractual Liability, Personal Injury Liability, Expanded Definition of Property Damage - $1,000,000 combined single limit;

(c) Automobile Liability Insurance - $300,000 per occurrence, $300,000 per Accident for bodily injury and $1,000,000 per accident for property damage; and

(d) Pollution Liability Insurance $1,000,000 per claim and in the aggregate
Contractor shall purchase and maintain pollution liability insurance against claims for damages arising out of the assessment, removal, remediation, transport and/or handling of hazardous materials, including but not limited to mold, asbestos, and lead. The policy shall include a minimum limit of not less than $1,000,000.00 per claim and in the aggregate. Said pollution liability policy shall include and list as additional insureds the Village, include coverage for its respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and, the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.

Contractor shall obtain all necessary endorsements to support these requirements.

The insurance provided by the contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village shall be excess of, and shall not contribute to, the insurance provided by proposer.

The insurance maintained by the contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. The contractor shall pay on behalf of the Village or the Village's council members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the Village or the Village's council, officials, officers, agents and employees.

Section 5.06 The CONTRACTOR shall hold the VILLAGE, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONTRACTOR's negligent operations in completing the Project and name the VILLAGE as an additional insured under their policy.

Section 5.07 The VILLAGE reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

Form of Agreement

Article VI. PROTECTION OF PROPERTY

Section 6.01 At all times during the performance of this Agreement, the CONTRACTOR shall protect the VILLAGE's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

Article VII. CONTRACTOR'S INDEMNIFICATION

Section 7.01 The CONTRACTOR agrees to release the VILLAGE from and against any and all liability and responsibility in connection with this Agreement and the matters contained herein. The CONTRACTOR further agrees not to sue or seek any money or damages from VILLAGE in connection with this Agreement except with respect to payment for services rendered with respect to this Agreement.

Section 7.02 The CONTRACTOR shall indemnify and hold harmless the VILLAGE and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR, in the performance of the Agreement.

Section 7.03 If a court of competent jurisdiction holds the VILLAGE liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the VILLAGE may possess. The VILLAGE specifically reserves all rights as against any and all claims that may be brought.

Section 7.04 Nothing in this Agreement shall be deemed or treated as a waiver by the VILLAGE of any immunity to which it is entitled by law, including but not limited to the VILLAGE's sovereign immunity as set forth in Section 768.28, Florida Statutes.

Article VIII. INDEPENDENT CONTRACTOR

Section 8.01 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the VILLAGE's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the VILLAGE and the VILLAGE will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

Article IX. CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

Form of Agreement

Section 9.01 The VILLAGE may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement as described in Article II of this Agreement. Such changes or additions to the Project must be in accordance with the provisions of the Code of Ordinances of the VILLAGE and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work to the Project. Each amendment shall at a minimum include the following information on the Project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT
ESTIMATED PROJECT COMPLETION DATE

Section 9.02 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement or amendment executed by the parties hereto.

Article X. TERM AND TERMINATION

Section 10.01 This Agreement may be terminated by either party for cause, or the VILLAGE for convenience, upon ten (10) days written notice by the VILLAGE to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, for reasons other than the Villages breach of this Agreement, the CONTRACTOR shall indemnify the VILLAGE against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of VILLAGE and shall be delivered by CONTRACTOR to VILLAGE.

Section 10.02 This Agreement shall take effect as of the date of execution as shown herein below and continue for such time as is contemplated by the VILLAGE.

Article XI. CONTRACT DOCUMENTS

Section 11.01 CONTRACTOR and VILLAGE hereby agree that the following Exhibits, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; including CONTRACTOR's Proposal in response to the RFP as set forth and incorporated into this Agreement as Exhibit "A"; any the RFP as incorporated into this Agreement and all other addendums and exhibits thereto. In the event there is a conflict between the terms of the RFP, CONTRACTOR'S Proposal, and this Agreement, the terms of this Agreement shall prevail.

Article XII. MISCELLANEOUS

Section 12.01 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and,

Form of Agreement

accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

Section 12.02 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of VILLAGE. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires VILLAGE approval. However, this Agreement shall run to the VILLAGE and its successors and assigns.

Section 12.03 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by VILLAGE and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by VILLAGE of any fees or expenses based upon such entries.

Section 12.04 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Agreement;

(b) Provide the public with access to such public records on the same terms and conditions that the Village would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

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Section 12.05 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of VILLAGE, upon payment to CONTRACTOR pursuant to the payment terms of this Agreement.

Section 12.06 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

Section 12.07 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

Section 12.08 Scrutinized Companies.

(a) CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(b) If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR , its affiliates, or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, its affiliates, or its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(c) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

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(d) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 12.09 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

Section 12.10 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the VILLAGE designate the following as the respective places for giving of notice:

VILLAGE: Village Manager
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

Copy To: Village Attorney
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, Florida 33036

CONTRACTOR: Contact Name/Title
Company
Street Address
City, State and zip code
Email address

Section 12.11 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Section 12.12 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

Section 12.13 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

Section 12.14 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to

Form of Agreement

which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 12.15 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.

Section 12.16 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.

Section 12.17 Extent of Agreement. This Agreement together with Contract Documents and Exhibits, attached hereto, as amended herein above represents the entire and integrated agreement between the VILLAGE and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

Section 12.18 Waiver. Failure of the VILLAGE to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[ANY CONTRACT DOCUMENTS FROM THE RFP SHALL BE INSERTED IN AGREEMENT BEGINNING ON THE FOLLOWING PAGE]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

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4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: _____

Date: _____

[SIGNATURE PAGE TO AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its duly authorized officer to execute same.

VILLAGE
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By: _____
Ron Saunders, Village Manager

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

Form of Agreement

_____
John J. Quick, Interim Village Attorney

CONTRACTOR

WITNESS:

_____ By:_____

Print Name:_____ Print Name:_____

Title:_____

Date:_____

Form of Agreement

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

MTD PAINTING AND CONSTRUCTION BID PACKAGE FOR:

RFP 26-09-0-2026 - PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: MTD PAINTING AND CONSTRUCTION CORP ("**Vendor**")

Vendor FEIN: 45-5509311

Address: 12296 WILES RD

City: Coral Springs State: FLORIDA Zip: 33076

Phone number: (833) - 350-9300 Email Address: Yamile.rangel@mtdcgc.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an afidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____
Authorized Signature

Print Name and Title: Yamile Rangel - Vice-President

Date: 7/21/2026

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
1	07/30/2026

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Signature	Vice - President Title
Yamile Rangel Print name	8/5/2026 Date

MTD PAINTING AND CONSTRUCTION CORP.

12296 Wiles Road
Coral Springs, FL 33076

August 10, 2026

RE: RFP 26-09 Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20

Dear Evaluation Committee,

MTD Painting and Construction Corp. is pleased to submit this proposal for the Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20. We appreciate the opportunity to be considered for this project and are confident in our ability to deliver high-quality workmanship, exceptional customer service, and timely project completion.

Qualifications

MTD Painting and Construction Corp. is a licensed and insured Florida contractor with extensive experience providing commercial, municipal, multifamily, and government painting and restoration services throughout South Florida. Our team specializes in exterior painting, waterproofing, surface preparation, stucco repairs, caulking replacement, rust remediation, pressure cleaning, and building envelope restoration.

Our experience performing occupied facility projects allows us to safely complete work while minimizing disruptions to daily operations. We possess the manpower, equipment, project management expertise, and quality control procedures necessary to successfully complete the Islamorada Fire Station 20 project in accordance with the requirements outlined in the RFP.

Project Staffing

MTD Painting and Construction Corp. anticipates assigning the following personnel to this project:

- 1 Project Manager – Miguel Lagrotta

- 4 Professional Painters

Total Professional Staff Assigned: 5 Personnel

Examples of Similar Projects Completed

Palm Beach Schools – Multiple schools painted, both interior and exterior

Broward Schools - Multiple schools painted, regular paint and electrostatic

Porto Bellagio - Exterior façade concrete restoration, painting

and waterproofing – In progress.

Coral Gables Museum - Public Works Building 6 Exterior painting and Waterproofing.

Closing Statement

MTD Painting and Construction Corp. is committed to delivering a professional, safe, and durable finished product that meets or exceeds the expectations of Islamorada, Village of Islands. We look forward to the opportunity to partner with the Village on this important project and appreciate your consideration of our proposal.

Respectfully Submitted,

Yamile Rangel

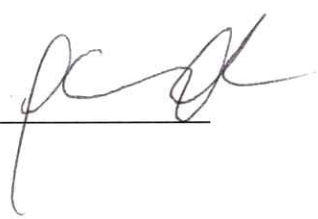
Vice President

MTD Painting and Construction Corp.

12296 Wiles Road, Coral Springs, FL 33076

Office: (833) 350-9300

Email: yamile.rangel@mtdcgc.com

Signature: 

Project Timeline - Islamorada Fire Station 20 Exterior Surface Repairs & Painting

Contractor: MTD Painting and Construction Corp.

Estimated Project Duration: 6 Calendar Days

Project Location: Islamorada Fire Station 20, 81850 Overseas Hwy., Islamorada, FL 33036

Cost Proposal

MTD Painting and Construction Corp. proposes to provide all labor, materials, equipment, supervision, surface preparation, repairs, caulking, priming, painting, waterproofing, cleanup, and warranty services necessary to complete the Scope of Services for the Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20.

Total Not-to-Exceed Contract Price: $20,575.00

This price includes:

- Pressure cleaning of all exterior surfaces.
- Removal and replacement of deteriorated caulking.
- Stucco crack repairs with elastomeric patching.
- Rust treatment and rust-inhibitive primer application.
- Sherwin-Williams Loxon Concrete & Masonry Primer/Sealer.
- Sherwin-Williams Latitude Exterior Acrylic Latex Satin Finish.
- Expansion joint removal and resealing.
- Waterproofing and weather-tight sealing of the building envelope.
- Fascia repairs as required.
- All labor, materials, equipment, lifts, supervision, cleanup, and disposal.
- Seven (7) year warranty for labor and workmanship.

Proposal Validity Statement

This cost proposal shall remain valid and in effect for a period of ninety (90) days from the proposal submission date.

Project Timeline (6 Calendar Days)

Day 1 - Mobilization & Pressure Cleaning

- Mobilization of crew, lifts, tools, and safety equipment.
- Site protection and safety setup.
- Pressure wash all exterior walls and surfaces.

Day 2 - Surface Repairs & Caulking

- Remove deteriorated caulking.
- Re-caulk all windows, doors, and penetrations.
- Repair hairline stucco cracks with elastomeric patch.
- Begin expansion joint preparation.

Day 3 - Priming & Waterproofing Preparation

- Complete expansion joint resealing.
- Repair fascia as needed.
- Treat rusted metal surfaces with rust inhibitor.
- Apply rust-inhibitive primer to metal surfaces.
- Apply Sherwin-Williams Loxon Primer/Sealer.

Day 4 - First Finish Coat

- Apply first coat of Sherwin-Williams Latitude Exterior Acrylic Latex Satin Finish to all designated exterior surfaces.

Day 5 - Final Finish Coat

- Apply final finish coat.
- Complete waterproofing and weather-tight sealing.
- Conduct detailed touch-ups as necessary.

Day 6 - Final Inspection & Closeout

- Final quality control inspection.
- Complete punch list items.
- Remove equipment and debris.
- Final walkthrough with Village representative.
- Deliver warranty and closeout documentation.

Estimated Project Completion: Six (6) Calendar Days from Notice to Proceed.

MTD PROJECT REFERENCE LIST

PROJECT	LOCATION	AMOUNT	SCOPE	COMPLETED	CONTACT	EOR / Builder / HOA
Palm Beach Schools	West Palm Beach	$3.3 Mill	Exterior and Interior Painting of multiple High, Middle, and Elementary Schools	In Progress	Osniel Abalo (561) 722 1412	Palm Beach Schools
Porto Bellagio	Sunny Isles, FL	$2.7 Mill	Exterior façade concrete restoration, painting and waterproofing	In Progress	Pavel Stoev (647) 830-7705	Stone Building Solutions
The Lakes at Tradition	Port St. Lucie, FL	$1.0 Mill	Repainting and stucco repair of 687 onestory single-family homes and villas	In Progress	Ingrid Sarmiento (772) 777 3124	HOA
Tuscany Abacoa	Jupiter, FL	$920 K	Repainting of 248 one and two story single homes, 198 two story townhomes, and C.H.	In Progress	Patrice Armstrong (561) 250 6565	HOA
Broward County Schools	Broward County	$900 K	Exterior and Interior Painting of multiple High, Middle, and Elementary Schools. Electrostatic paint of playgrounds	In Progress	Denton Allen	Broward County Schools
Visions	Fort Pierce, FL	$590 K	18 Story Exterior Building Restoration. Replacement of EIFS assemblies, including new framing, DensGlass sheathing. Façade repairs on upper-floor elevations	In Progress	Axel Rohde (772) 460 2888	EPIC Forensics and Engineering
Bok Tower Gardens	Lake Wales, FL	$550 K	Steel restoration on a 100-year-old historic building located in a National Park	In Progress	Gary Bovin (239) 542 6205	Springer Peterson
Edward J. Healey	Riviera Beach, FL	$340 K	Concrete restoration and exterior painting	In Progress	Timothy Havill (561) 262 3831	Suffolk Construction
Riverwalk Condominium	Vero Beach	157 K	Concrete restoration in façade and catwalks	In Progress	Laurie Tyler (772) 569 9853	Keystone Engineering & Consulting, Inc
Great Wolf Lodge 500 Room Hotel	Naples, FL	$4.8 Mill	New Construction Interior Painting, Exterior Painting, High-Performance Coatings, Framing, Drywall, Insulation	October 2024	Nico Zepp (850) 390 3696	Suffolk Construction
Centro Apartments	Fort Myers, FL	$2.2 Mill	New Construction Interior & Exterior Painting, Framing, Drywall, and Insulation 260 Units on a large 4-story building	October 2023	Andrew Courtney (239) 492 8425	Geis Companies

MTD PROJECT REFERENCE LIST

Springs at Daniels	Fort Myers, FL	$1.4 Mill	New Construction Interior & Exterior Painting, Framing, Drywall, and Insulation 288 Units across 9 buildings	October 2024	Daniel White (239) 427 5241	Kaufman Lynn
FB Wynwood	Wynwood, FL	$1.3 Mill	New Construction Interior and Exterior Painting. 308 Units on a 9-Story building	May 2025	Erick Ciocca (561) 648 4888	Suffolk Construction
PROJECT	**LOCATION**	**AMOUNT**	**SCOPE**	**COMPLETED**	**CONTACT**	**EOR / Builder / HOA**
Springs at Coral Shores	Cape Coral, FL	$1.2 Mill	New Construction Interior and Exterior Painting. 304 Units across 10 buildings	June 2025	Andrew Gogola (239) 270 3179	Kaufman Lynn
Jupiter Key Townhomes	Jupiter, FL	$1.1 Mill	Exterior façade concrete restoration, paint, and railing replacement	March 2024	Adam Bromberg (561) 951 9886	EPIC Forensics and Engineering
Hallandale Towers Condominium	Hallandale, FL	$1.1 Mill	Exterior façade concrete restoration, painting and railing repair	January 2024	Ansecha Bell Folkes (954) 628 6144	S&D Engineering & Construction, Inc
Cobble East Condominium	Oakland Park, FL	$941 K	Exterior façade concrete restoration and painting of 10 two story buildings	June 2023	Mike Bendixen (954) 907 1060	FCPE Consultants, LLC
Springs at West Port	Port Charlotte, FL	$895 K	New Construction Interior and Exterior Painting. 216 Units across 7 buildings	April 2025	Andrew Gogola (239) 270 3179	Kaufman Lynn
Marriott at Pompano Beach	Pompano Beach, FL	$725 K	Full renovation/remodel of restaurant, lobby, ballroom, and pre function space	November 2025	Reagan Connolly (954) 918 5769	Strategic Group
Ocean Villas 1	Fort Pierce, FL	$597 K	Concrete restoration in façade and catwalks of 3 2 story buildings	December 2025	Armando Maldonado (954) 479 8952	MBV Engineering, Inc.
La Fontana Apartments Condominium	West Palm Beach, FL	$531 K	Stucco restoration of a 10-story building	April 2024	Diane Burge (561) 833 0834	EPIC Forensics and Engineering
Tomorrow Sports Broadcasting	Palm Beach Gardens, FL	$500 K	New Construction Interior and Exterior Painting, and High-Performance Coatings	October 2024	Robert Curren (813) 459 3473	Barr & Barr

MTD PROJECT REFERENCE LIST

PROJECT	LOCATION	AMOUNT	SCOPE	COMPLETED	CONTACT	EOR / Builder / HOA
Pasco Schools	Pasco, FL	$300 K	Painting and Fencing	August 2025	Steve Duarte (813) 794 2032	N/A
Douglas Place Condominium	Miami, FL	$190 K	Stucco restoration and repainting of a 14-story building	January 2022	Bob Gombosh (412) 596 0660	HOA
City of Lighthouse Point	Lighthouse Point, FL	$50 K	Exterior Roof Painting	January 2026	Nicole Davisson (954) 784 3431	N/A
Presidential Golfview	West Palm Beach, FL	$500 K	Concrete restoration and exterior painting of 16 two and four-story buildings. 436 units, and clubhouse	2024	Tyler Berg (202) 327 3592	HOA
Golden Bay Condominium	Sunny Isles, FL	$444 K	Exterior façade concrete restoration and painting of a 12 story building	August 2023	Yuneisy Gonzalez (305) 323 4748	FCPE Consultants, LLC
Thousand Oaks	Riviera Beach, FL	$400 K	Exterior painting of 465 unit townhomes and single-family homes	2024	Ray Wells (313) 333 8562	HOA
Jacaranda Village	Plantation, FL	$387 K	Concrete restoration and exterior repainting. 296 Units across 10 buildings	December 2025	Alexandra Hernandez (954) 473 9344	ES Engineering Solutions, LLC
Southshore Falls	Apollo Beach, FL	$330 K	Exterior painting of 126 single-family homes	2025	Shana Dam (813) 641 3616	HOA



Detail by Entity Name

Florida Profit Corporation
MTD PAINTING AND CONSTRUCTION CORP

Filing Information

Document Number	P12000054922
FEI/EIN Number	45-5509311
Date Filed	06/18/2012
Effective Date	06/16/2012
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/28/2021
Event Effective Date	NONE

Principal Address

12296 WILES RD
CORAL SPRINGS, FL 33076

Changed: 04/26/2024

Mailing Address

12296 WILES RD
CORAL SPRINGS, FL 33076

Changed: 04/26/2024

Registered Agent Name & Address

BELLO, LUIS C
12059 NW 49th Dr.
Coral Springs, FL 33076

Address Changed: 04/20/2023

Officer/Director Detail

Name & Address

Title VP

RANGEL, YAMILE
12059 NW 49TH DRIVE
CORAL SPRINGS, FL 33076

Title President

BELLO, LUIS C
12059 NW 49TH DRIVE
CORAL SPRINGS, FL 33076

Title CFO

BELLO, CARLOS DANIEL
12059 NW 49TH DRIVE
CORAL SPRINGS, FL 33076

Annual Reports

Report Year	Filed Date
2024	04/26/2024
2025	03/11/2025
2026	03/12/2026

03/12/2026 -- ANNUAL REPORT	View image in PDF format
03/11/2025 -- ANNUAL REPORT	View image in PDF format
04/26/2024 -- ANNUAL REPORT	View image in PDF format
04/20/2023 -- ANNUAL REPORT	View image in PDF format
04/21/2022 -- ANNUAL REPORT	View image in PDF format
06/28/2021 -- Name Change	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
06/08/2020 -- ANNUAL REPORT	View image in PDF format
03/29/2019 -- ANNUAL REPORT	View image in PDF format
04/30/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
09/18/2016 -- ANNUAL REPORT	View image in PDF format
09/02/2015 -- ANNUAL REPORT	View image in PDF format
04/30/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
07/26/2012 -- Amendment	View image in PDF format
06/18/2012 -- Domestic Profit	View image in PDF format

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BELLO, CARLOS DANIEL

MTD PAINTING AND CONSTRUCTION CORP
12059 NW 49TH DR.
CORAL SPRINGS FL 33076

LICENSE NUMBER: CGC1534015

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/23/2026

Do not alter this document in any form.

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PRO BLAST OF SOUTH FLORIDA & COATINGS, LLC

1571 SW Kosnar Ave., Port St. Lucie, FL 34953
FEIN: 99-4176037
Main Office: 866.822.5278 | Project Manager Patrick Grimes: 561.396.6222
Website: www.problastofsf.com
Accounting: accounting@problastofsf.com | Patrick: patrick@problastofsf.com

PROPOSAL

Professional Surface Repairs and Exterior Painting
Islamorada Fire Station 20

RFP 26-09

Islamorada, Village of Islands, Florida

Proposal Due: August 14, 2026 at 3:00 PM Local Time

Lump Sum Proposal	**$73,500.00**
Proposed Completion	**35 Calendar Days**
Proposal Validity	**90 Days**

Cover Letter

August 14, 2026

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, Florida 33036

RE: RFP 26-09 - Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20

Dear Evaluation Committee:

Pro Blast of South Florida & Coatings, LLC is pleased to submit our proposal for the Professional Surface Repairs and Exterior Painting of Islamorada Fire Station 20.

Pro Blast specializes in governmental, municipal, industrial, and commercial surface preparation, protective coatings, painting, pressure washing, and infrastructure maintenance and repair. Our experience includes exterior and interior concrete surfaces, structural steel, municipal and industrial facilities, and other infrastructure requiring proper preparation and long-term protective coating systems.

Our crews travel throughout the State of Florida performing this work and are accustomed to mobilizing equipment, personnel, and support resources to active public facilities. Our field personnel have passed security background checks and maintain current clearances required for the governmental facilities on which they presently work.

For this project, Pro Blast proposes a dedicated four-person team consisting of Project Manager Patrick Grimes, Crew Leader Nick Devine, Painter Richard Luker, and Painter Antwone. The team has many years of experience in surface preparation, coating application, pressure washing, concrete and steel substrates, and general infrastructure repairs.

Pro Blast maintains approximately $1 million in equipment assets supporting our surface preparation, coating, pressure washing, access, and mobile field operations. This equipment base allows us to control mobilization, production, and scheduling while reducing dependence on outside resources.

Our lump-sum proposal is $73,500.00, with an anticipated completion period of 35 calendar days from Notice to Proceed and approved mobilization, subject to weather, site access, manufacturer application requirements, material availability, and conditions beyond the Contractor's reasonable control.

Our work will be performed in planned phases beginning with mobilization, protection, and pressure washing, followed by condition assessment, required surface repairs and preparation, application of specified coating materials in accordance with manufacturer Product Data Sheets, ongoing coordination with the Village's designated representative, quality-control review, punch-list completion, and closeout.

Pro Blast acknowledges the seven-year labor and material workmanship warranty required by the RFP and will perform the work in accordance with the specified system, manufacturer requirements, and accepted industry practices.

We appreciate the opportunity to submit this proposal and look forward to the possibility of serving Islamorada, Village of Islands.

Respectfully submitted,

Jessica Grimes
Authorized Representative
Pro Blast of South Florida & Coatings, LLC

1. Company Overview & Qualifications

Pro Blast of South Florida & Coatings, LLC provides governmental, municipal, industrial, and commercial surface preparation, protective coating, pressure washing, painting, and infrastructure maintenance services throughout Florida.

Core capabilities include:

- Exterior and interior concrete surface preparation and coating.
- Structural steel preparation and protective coating application.
- Pressure washing and cleaning for coating preparation.
- Corrosion mitigation, rust treatment, spot preparation, and priming.
- Caulking, crack repair, expansion-joint resealing, and related minor infrastructure repairs.
- Mobilization to active governmental, municipal, commercial, and industrial facilities.
- Project coordination, quality control, safety compliance, and closeout documentation.

2. Proposed Project Staffing up to 4 crew

Team Member	Role	Primary Responsibilities
Patrick Grimes	Project Manager	Overall management, Village coordination, scheduling, materials/equipment coordination, quality control, progress review and closeout.
Nick Devine	Crew Leader	Daily field supervision, safety coordination, pressure washing, preparation, repairs, coating application, equipment operation and QC.
Richard Luker	Painter / Coatings Technician	Surface preparation, pressure washing, masking/protection, repair work, primer/sealer and finish coating application.
Antione Malone	Painter / Coatings Technician	Surface preparation, pressure washing, masking/protection, repairs, coating application, site maintenance and project support.

The proposed personnel have many years of combined experience in surface preparation, pressure washing, coating application, concrete and steel substrates, and general infrastructure repair.

3. Scope of Work & Project Approach

Phase 1 - Mobilization, Coordination & Protection

Coordinate the work sequence with the Village's designated representative and Fire Station personnel. Mobilize the four-person crew, mobile shop, pressure washing equipment, tools, materials, access equipment, safety equipment, and project supplies. Establish protection for adjacent surfaces and maintain access required for ongoing fire-station operations.

Phase 2 - Pressure Cleaning & Condition Assessment

Pressure clean designated exterior walls and surfaces to remove loose paint, dirt, chalking, mildew, and contaminants. After cleaning, systematically inspect accessible surfaces to identify deteriorated caulking, hairline stucco cracks, rusted metal, failed expansion joints, fascia deterioration, loose coating, and other conditions requiring correction.

Phase 3 - Surface Preparation & Repairs

Remove deteriorated caulking and re-caulk windows and doors; patch hairline stucco cracks with compatible elastomeric patching material; treat rusted areas and apply rust-inhibitive primer; remove and reseal expansion joints; perform base-scope fascia repairs as needed; and complete other preparation required by the RFP.

Phase 4 - Progress Review / Owner Coordination

Maintain communication with the Village's designated Project Manager, Fire Chief, or authorized representative. Work will be sequenced by elevation/area, and Pro Blast will request review of preparation and repair work at appropriate stages before subsequent coating operations where practical.

Phase 5 - Coating Application

Apply the specified Sherwin-Williams Loxon Concrete & Masonry Primer/Sealer and Latitude Exterior Acrylic Latex finish system, together with specified rust-inhibitive primers and related materials. All coatings will be applied in accordance with the applicable manufacturer Product Data Sheets, written recommendations, required surface conditions, coverage rates, recoat windows, and environmental limitations.

Phase 6 - Quality Control & Closeout

Conduct ongoing quality-control inspections. At completion, coordinate final review with the Village, correct applicable punch-list items, remove equipment and project materials, clean work areas, and provide required warranty and closeout documentation.

4. Caulking / Sealant Information

For deteriorated caulking at windows and doors, Pro Blast proposes to use a premium, paintable exterior-grade elastomeric sealant compatible with the existing substrates and specified coating system. Final product selection will be submitted for approval and installed strictly in accordance with the manufacturer's Product Data Sheet, including joint preparation, tooling, cure time, temperature, and moisture requirements.

Where joint configuration requires it, compatible backer rod or other manufacturer-recommended joint preparation will be used. Existing failed or deteriorated sealant will be removed to the extent necessary to provide a sound bonding surface.

Sealant warranty shall be limited to the applicable manufacturer's published product warranty and Pro Blast's workmanship warranty. Sealant failure caused by structural movement beyond the sealant's designed capability, substrate failure, water intrusion from other building components, impact, modification by others, or other excluded conditions is not considered a workmanship defect.

5. Cost Proposal

Base Lump-Sum Proposal	$73,500.00
Additional Authorized Repair Labor	$65.00 per man-hour
Material Markup for Authorized Additional Repairs	20%
Proposal Validity	90 days

The lump-sum proposal includes supervision, labor, project management, mobilization, pressure washing, standard surface preparation, repairs reasonably contemplated by the base RFP scope, specified coatings/primers/sealers, caulking and patching materials, consumables, tools, access equipment, safety equipment, and other resources necessary to complete the stated base Scope of Services.

Additional repair labor and material markup apply only to work outside the base scope and performed after written authorization by the Village.

6. Proposed Project Timeline

Proposed completion: 35 calendar days from Notice to Proceed and approved mobilization.

Period	Planned Activity
Days 1-4	Mobilization, site protection, coordination, pressure washing and initial condition assessment.
Days 5-12	Surface preparation, caulking, crack repairs, expansion-joint work, fascia repairs and rust treatment.
Days 10-18	Priming/sealing and continued preparation/repairs by work area.
Days 15-30	Finish coating application, detail work and ongoing quality control.
Days 31-33	Final coating/detail work and internal quality-control inspection.
Days 34-35	Village review, punch list, cleanup and closeout.

Activities may overlap as individual elevations and work areas become ready for subsequent operations.

7. Schedule, Weather & Unforeseen Conditions

Weather / Schedule Conditions

The proposed 35-calendar-day completion schedule is based upon normal working conditions and weather suitable for exterior surface preparation and coating application. The schedule is subject to reasonable extension for rain, excessive moisture, high winds, tropical weather, hurricanes or hurricane preparation, unsuitable substrate moisture, temperature or humidity outside manufacturer application requirements, acts of God, Village-directed shutdowns, restricted site access, material delays beyond Contractor's reasonable control, or other conditions beyond Contractor's control. Weather-related or owner-directed delays shall extend the completion schedule on a day-for-day basis as reasonably applicable.

Unforeseen Conditions / Excessive Deterioration

The lump-sum proposal includes surface preparation and repairs reasonably contemplated by the RFP and conditions observable at the time of bidding. If pressure washing, removal of deteriorated coatings, caulking, failed joint material, or other preparation exposes concealed damage, structural deterioration, substrate failure, extensive concrete or stucco deterioration, corrosion-related section loss, water intrusion, rotten or deteriorated substrate, or other conditions materially exceeding the repair work reasonably contemplated by the RFP, Pro Blast will document the condition and notify the Village before proceeding. Work determined to be outside the original Scope of Services will proceed only upon written authorization by the Village and will be treated as additional/change-order work.

8. Seven-Year Workmanship Warranty

Pro Blast of South Florida & Coatings, LLC acknowledges and agrees to provide the seven (7) year labor and material workmanship warranty required by RFP 26-09.

The warranty covers defects resulting from improper surface preparation or application attributable to Pro Blast's workmanship, subject to the requirements and limitations of the specified coating manufacturer's Product Data Sheets and written recommendations.

The warranty does not apply to failure caused by structural movement, settlement, water intrusion originating from uncoated or inaccessible areas, roof or flashing failure, substrate deterioration, pre-existing concealed conditions, impact or physical damage, abuse, modifications or repairs by others, chemical exposure not contemplated by the specified coating system, acts of God, hurricane or tropical storm damage, or conditions outside the intended performance characteristics of the specified system.

Manufacturer product warranties, if any, remain subject to the manufacturer's own written terms, conditions, exclusions, and claim procedures.

9. Similar Project References

Reference 1 - Monroe County School District

Contact: Jake Stacey

Role: Director of Maintenance / Primary Contact

Phone: 305.360.1424

Email: Jake.Stacey@keysSchools.com

Client Address: 90050 Overseas Highway, Tavernier, FL 33070

Contract / Project Value: Approx. $180,000 PO Contract is still active for 1 year as needed

Description: Governmental facility maintenance, surface preparation, painting, coatings, and related improvement work at multiple school district properties.

Reference 2 - City of Port St. Lucie Projects / AM Construction

Contact: Abel Mendez

Role: Primary GC / Project Contact

Phone: 561.262.7833

Email: amconstruction@bellsouth.net

Client Address: 12689 10064th Ct N Jupiter Fl 33478

Contract / Project Value: Approx. $10,000 to $100,000 +

Description: Long-term work supporting City of Port St. Lucie-owned plants and facilities. AM Construction has served as a primary general contractor for City projects for more than five years.

Reference 3 - Port of Palm Beach Government Building / Ahrens Companies

Contact: Shawn Ness

Role: Project Manager

Phone: 561.231.3980

Email: sness@ahrenscompanies.com

Client Address: 1461 Kinetic Road, Lake Park, FL 33403

Contract / Project Value: Approx. $130,000

Description: Active three-phase governmental building project. Phases 1 and 2 are complete and Phase 3 remains active.

10. Authorized Signature

Pro Blast of South Florida & Coatings, LLC

1571 SW Kosnar Ave., Port St. Lucie, FL 34953
FEIN: 99-4176037
Main Office: 866.822.5278 | Project Manager Patrick Grimes: 561.396.6222
Website: www.problastofsf.com
Accounting: accounting@problastofsf.com | Patrick: patrick@problastofsf.com

Authorized Signature: Jessica Grimes

Printed Name: Jessica Grimes

Title: Authorized Representative

Date: 8/13/26

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Pro Blast of South Florida & Coatings, LLC ("**Vendor**")

Vendor FEIN: 99-4176037

Address: 1571 SW Kosmar Ave

City: Port St. Lucie State: Florida Zip: 34953

Phone number: 866-822-5278 Email Address: jessica@problastofsf.com
patrick@problastofsf.com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an afidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: Jessica Connies
Authorized Signature

Print Name and Title: Jessica Connies Owner

Date: 8/13/26

APPENDIX A

ACKNOWLEDGMENT OF ADDENDA AND DOCUMENTS

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED
#1	8/12/26

In addition to the addenda listed above, I acknowledge receipt of the Affidavit Attesting to Noncoercive Conduct for Labor or Services or Services and if awarded an Agreement with the Village will execute the affidavit attesting that my business does not use coercion for labor or services.

Jessica Cornes — Signature

Owner — Title

Jessica Cornes — Print name

8/13/26 — Date

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

ADDENDUM NO. 1

RFP 26-09 PROFESSIONAL SURFACE REPAIRS AND EXTERIOR PAINTING OF ISLAMORADA FIRE STATION 20

ISSUE DATE: July 30, 2026

This Addendum forms a part of the Request for Proposals (RFP) and clarifies the original RFP.

Question 1: Does the Village want to paint the metal exterior doors and the rolling doors?

Answer: Yes, the proposal should include painting of all exterior doors.

Question 2: Can the vendor get access to the northern adjacent property owned by the Florida Keys Aqueduct Authority (FKAA) so that the vendor can stage equipment to paint the north side of the fire station?

Answer: Yes. FKAA has indicated that it can provide a limited window of access to the adjacent northern property for vendor staging. The selected vendor must list FKAA as an additional insured and certificate holder on the proof of insurance provided to the Village

Question 3: Are there any issues with communication towers that the vendor should be aware of?

Answer: No. The towers are for backup purposes and are only activated if the Village's Emergency Operations Command is activated.

Question 4: Can the Village provide a color code for the trim on the building?

Answer: Please see Exhibit A.

EXHIBIT A

MAYOR CHRIS SANTE
VICE MAYOR BOB JOHNSON
COUNCILMAN MIKE FORSTER

COUNCILMAN MICHAEL RECKWERTD
COUNCILWOMAN PATTY SCHMIDT

Memorandum

Date: May 5, 2004

To: Willey Cuesta, Cuesta Construction
CC. Alex Barroso

From: Dave Roberts, Project Manager

Memo: Fire Station/EOC paint color selection

Paint Colors shall be as as follows:

OFFICE WALLS -- SW 6252 Ice Cube

APPARATUS ROOM WALLS up to 5' -- SW 7073 Network Grey

APPARATUS ROOM Walls above 5' & Ceiling -- SW 6252 Ice Cube

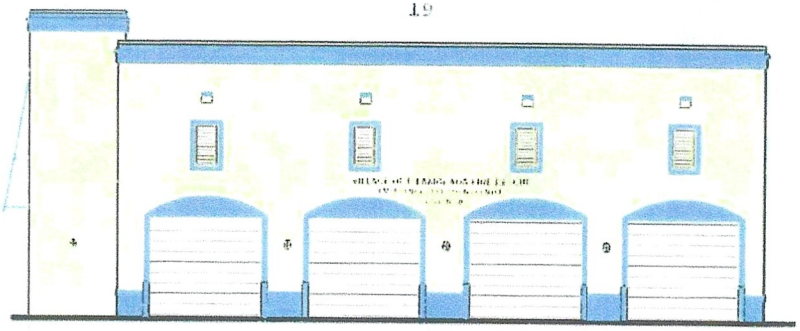
APPARATUS ROOM 5' STRIPE -- SW 6869 Stop

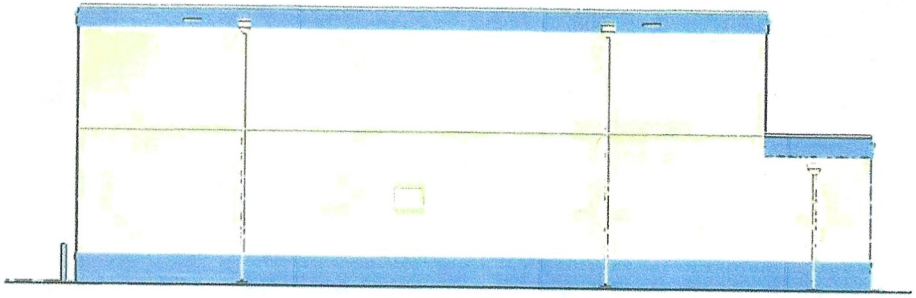
EXTERIOR WALLS -- SW 6673 Banana Cream

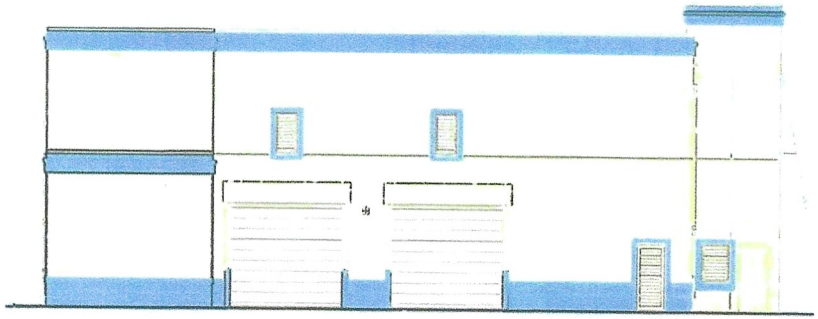
EXTERIOR TRIM – SW 6781 Jamaica Bay

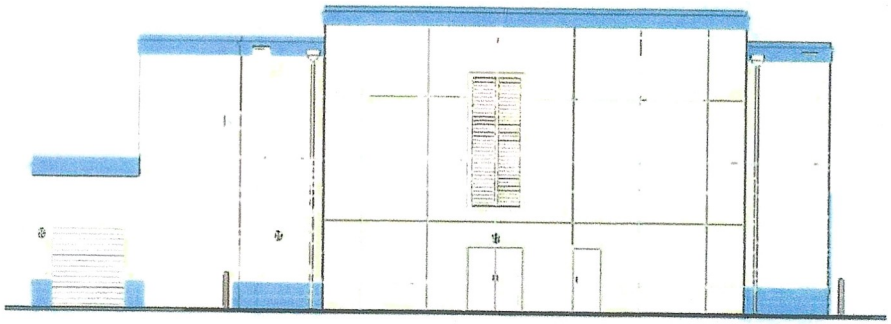
Thank You,

David J. Roberts









CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #4 Receipt #1032596

Type of business 7299 MISC/PUBLIC SERVICE (MOBILE SANDBLASTING/PRESSURE WASHING SERVICES) Expires SEPTEMBER 30, 2026

DBA name

Mailing address: PRO BLAST OF SOUTH FLORIDA & COATINGS, LLC
1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064

Business: PRO BLAST OF SOUTH FLORIDA & COATINGS, LLC
Business location: 1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064
GOOD FOR THIS LOCATION ONLY

RENEWAL

Original tax:	$15.10	City of Pt St Lucie	
Penalty:		3420-590-0521-000/1	L24000326463
Collection cost:			
Total:	$15.10	Paid 07/14/2025 15.10	0025-20250714-054035

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

PRO BLAST OF SOUTH FLORIDA &
COATINGS, LLC
1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2025 - 2026

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #1 Receipt #1032911

Type of business 7299 MISC/PUBLIC SERVICE (PAINTING) Expires SEPTEMBER 30, 2026

DBA name

Business: PRO BLAST OF SOUTH FLORIDA & COATINGS, LLC

Mailing address: PRO BLAST OF SOUTH FLORIDA & COATINGS, LLC
1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064

Business location: 1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064
GOOD FOR THIS LOCATION ONLY

NEW BUSINESS
Original tax: $15.10 City of Pt St Lucie 3420-590-0521-000/1 L24000326463
Penalty:
Collection cost:
Total: $15.10 Paid 08/04/2025 15.10 0025-20250804-055606

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

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Pursuant to Florida law, Local Business Taxes are subject to change.

PRO BLAST OF SOUTH FLORIDA &
COATINGS, LLC
1571 SW KOSNAR AVE
PORT SAINT LUCIE, FL 34953-7064

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Pro Blast of South Florida & Coatings, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1571 SW Kosnar Ave

Requester's name and address (optional)

6 City, state, and ZIP code

Port St. Lucie, Florida 34953

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	9	–	4	1	7	6	0	3	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Jessica Cormier **Date** 1/23/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Coastal View Insurance Group
2000 PGA Blvd, Suite 4440
Palm Beach Gardens, FL 33408

CONTACT NAME: Michelle Morris
PHONE (A/C, No, Ext): (561)421-3600 FAX (A/C, No): (561) 421- 0011
E-MAIL ADDRESS: michelle@coastalviewins.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	LIO Specialty Insurance Company	17346
INSURER B :	GEICO Marine Insurance Company	37923
INSURER C :	Century Surety	
INSURER D :	Evanston Insurance Company	
INSURER E :		
INSURER F :		

INSURED

Pro Blast of of South Florida & Coatings LLC
1571 SW Kosnar Ave
Port Saint Lucie, FL 34953

COVERAGES CERTIFICATE NUMBER: 00000476-0 REVISION NUMBER: 58

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. *Not Applicable in WY

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT / LOC OTHER:			LSIC1100062415-01	07/31/2026	07/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / HIRED AUTOS ONLY X SCHEDULED AUTOS / NON-OWNED AUTOS ONLY			9300158734	05/28/2026	05/28/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB / OCCUR X EXCESS LIAB / CLAIMS-MADE X DED / RETENTION $ 0			LSIC1100062419-01	07/31/2026	07/31/2027	EACH OCCURRENCE AGGREGATE	$ $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	ship repair legal liability			CCP1342911	09/16/2025	09/16/2026	general aggregate	2,000,000
D	Pollution Liabilty			CPLMOL141964	07/31/2026	07/31/2027	general aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
includes form CG2037, CG2033, CG2404, NXGL009

CERTIFICATE HOLDER

Pro Blast of South Florida & Coatings LLC
1571 SW Kosnar Ave
Port Saint Lucie, FL 34953

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Michelle Morris

(MLM)

ACORD 25 (2025/12)

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RMCC

2325 N.W. 102nd Place | Doral, FL 33172
PH: 305.592.3322 | FX: 305.592.7588

August 14, 2026

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

RE: RFP-26-09

First and foremost, on behalf of Ralph Merritt Construction, we would like to thank you for the opportunity to submit our proposal for RFP-26-09.

Ralph Merritt Construction is a full-service general contracting and development firm specializing in Commercial, Industrial, and Retail construction. Founded in 1997, our commitment to excellence has remained unchanged: to deliver cost-effective projects utilizing the highest quality workmanship and materials, while conducting every project with honesty, integrity, and professionalism.

If awarded this project, we propose assigning a dedicated team of five individuals to ensure the project is completed on time, within budget, and to the highest standards expected by the Owner. Throughout our history, we have successfully completed a wide range of projects, including demolition, interior renovations and remodeling, and the ground-up construction of new warehouses and commercial facilities.

Our extensive experience across various project types and scopes provides us with the knowledge, resources, and capabilities necessary to successfully execute this project. We are confident in our ability to meet the project requirements and deliver a finished product that meets or exceeds the Owner's expectations.

As requested in the eligibility criteria, below are references from several of our previous clients.

Goya Foods
13500 NW 25 ST, Miami, FL 33182
Attn: Abel Areblo
Phone number: (305) 316-7166
Email: abelarbelo@outlook.com

Dunblare Import – Export Inc.
11305 NW 122nd Street, Medley, FL 33178
Attn: Mark Minors
Phone number: (305) 883-1194
Email: markminors@dunblare.com

AAR Landing Gear
9371 NW 100th Street, Medley, FL 33138
Attn: Maria Cordoba
Phone Number: 1 - (815) 701-3825
Email: Maria.Cordoba@aarcorp.com

Once again, we thank you for this opportunity.

Regards,

Diego Martinez
President

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARTINEZ, DIEGO JOSE

RALPH MERRITT CONSTRUCTION CORP
2325 NW 102ND PLACE
MIAMI FL 33172

LICENSE NUMBER: CGC1519753

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Exhibit "A"
FORM OF CONTRACTOR'S PROPOSAL

Form of Agreement

RMCC

2325 N.W. 102nd Place | Doral, FL 33172
PH: 305.592.3322 | FX: 305.592.7588

August 14, 2026

Islamorada, Village of Islands
Attn: Village Clerk
86800 Overseas Highway
Islamorada, FL 33036

RE: RFP-26-09

Pursuant to requirements of RFP-26-09, we propose to furnish all necessary labor, materials and equipment for the following scope of work:

- Pressure clean all exterior walls to prepare for paint by removing all loose paint, dirt, chalk, and mildew from surface.
- Apply conditioning sealer to ensure proper adhesion of new paint (Sherwin Williams Loxon Concrete and Masonry primer/sealer Product code LX02W0050)
- Remove deteriorating caulk and re-caulk all windows and doors prior to painting using exterior weatherproof caulk.
- Patch any hairline cracks in stucco using elastomeric patch.
- Treat all rusted areas with rust inhibitor/killer.
- Apply Rust Inhibitive primer to rusted metal areas prior to painting.
- Apply top coat of Latex Satin Finish to all previously painted walls (Sherwin Williams Latitude Exterior Acrylic Latex).
- Remove and reseal expansion joints.
- Water-tight the building.
- Repair fascia as needed.
- Provide a 7-year warranty for labor and materials workmanship.
- All work will be done in a scheduled, timely, professional manner while keeping disruption daily Village operations to a minimum.
- All necessary lift equipment, scaffolding, ladders, and safety equipment shall be used according to OSHA Regulations.
- Paint colors codes for the building, trim, and garage doors to be provided by Islamorada, Village of Islands.

Note Included:
Cost of Permit Fees

Total Project Cost: $45,360.00

Proposal remains in effect for ninety (90) days

Regards,

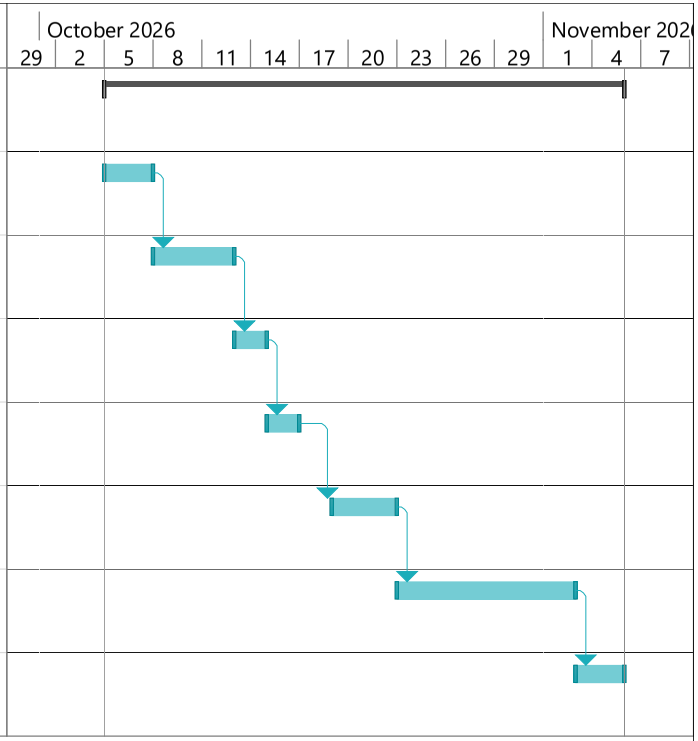
Diego Martinez
President

Exhibit "B"

PROJECT TIMELINE

Form of Agreement

ID	Task Name	Duration	Start	Finish
1	**Islamorada Fire Station 20**	**24 days**	**Mon 10/5/26**	**Thu 11/5/26**
2	Pressure cleaning of building	3 days	Mon 10/5/26	Wed 10/7/26
3	Reparation of wall cracks and fascia boards	3 days	Thu 10/8/26	Mon 10/12/26
4	Caulking of windows and doors	2 days	Tue 10/13/26	Wed 10/14/26
5	Taping and covering of windows and doors	2 days	Thu 10/15/26	Fri 10/16/26
6	Application of primer to exterior walls	4 days	Mon 10/19/26	Thu 10/22/26
7	Painting of exterior walls	7 days	Fri 10/23/26	Mon 11/2/26
8	Clean up and review of punch list of items	3 days	Tue 11/3/26	Thu 11/5/26



Project: Project Schedule
Date: Fri 8/14/26

Task
Split
Milestone
Summary
Project Summary
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
External Tasks
External Milestone
Deadline
Progress
Manual Progress

Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: September 8, 2026
SUBJECT: **Resolution Approving One Year Extension to GrayRobinson Agreement for State Lobbying Services TAB 9**

Background:
Since 2012, Village officials made frequent visits to Tallahassee and Washington D.C. to lobby for Islamorada's interests, especially with regard to wastewater matters and wastewater funding. In 2013, Florida Keys municipalities and entities began working collectively to lobby for the remaining $150 million Mayfield Grant funding and entered into a mutually agreed upon State Wastewater Funding Distribution Agreement. Capitol Insight represented Monroe County's interests in the State Capitol and was uniquely familiar with the State Wastewater Funding Distribution Agreement.

On October 13, 2013, the Village entered into an Agreement for Professional State Lobbying Services with Capitol Insight; The Agreement authorized successive one-year renewals and was renewed for additional years with approval of the First and Second Amendments to the Agreement in 2014 and 2015.

During the 2016 legislative session, the lobbying efforts of Capitol Insight were essential to the Village successfully securing funding through the passage of the Florida Keys Stewardship Act ("FKSA"). In May 2016, Capitol Insight joined with GrayRobinson, P.A. ("GrayRobinson") a full-service law firm with fifteen (15) offices throughout the State of Florida. GrayRobinson proposed to continue to provide the Village with the same scope of lobbying services as did Capitol Insight.

In September 2016, the Village Council adopted Resolution No. 16-09-65, originally approving an Agreement with GrayRobinson, P.A. for professional state lobbying services, which authorized successive one-year renewals. The GrayRobsinon agreement was renewed 5 times.

On September 15, 2022, the Village Council adopted Resolution No. 22-09-98 approving a new agreement with GrayRobinson which also authorizes successive one-year renewals ("Agreement").

On September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement.

On September 10, 2024, the Village Council adopted Resolution No. 24-09-98 authorizing a one-year renewal of the Agreement.

On October 7, 2025, the Village Council adopted Resolution No. 25-10-103 authorizing a one-year renewal of the Agreement.

Analysis:
GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the State of Florida. GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village.

State lobbying efforts during the 2025 Florida Legislative Session are considered essential to the Village and the Florida Keys. GrayRobinson is expected to work closely with Village staff in promoting legislation to address environmental and water quality issues facing the Village, including funding, land acquisition, canal restoration and stormwater infrastructure.

A renewal of the Agreement provides for the same scope of services, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"). The scope is not limited, thereby allowing the Village to benefit from the broad knowledge of GrayRobinson's professional lobbyists. Renewal of the Agreement would continue the Services for an additional one (1) year term through September 30, 2025.

Budget Impact:
The Village's proposed 2024-2025 Budget already includes $110,000.00 in the Village Council Professional Services budget for lobbying services. Authorized travel and other authorized expenses would be reimbursed as provided for in the Agreement, also through the Village Council Professional Services operating budget.

Staff Impact:
The Village Manager and the Village Attorney would continue to consult and work with the lobbyist regarding legislative issues.

Recommendation:
It is recommended that the Village Council adopt the attached resolution, thereby approving a one-year renewal of the Agreement.

Attachments:
1. 451939605-Resolution-Lobbyist GrayRobinson 2026
2. Exhibit 1 - Gray Robinson_Lobbying Svcs_FY22-23 (fully executed)

RESOLUTION NO.

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES BETWEEN GRAYROBINSON, P.A. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE PROFESSIONAL SERVICES AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") has engaged the services of a professional state lobbying firm since April 2010; and

WHEREAS, on September 15, 2022, the Village Council adopted Resolution No. 22-09-98, approving an agreement with GrayRobinson, P.A. for professional state lobbying services (the "Agreement"); and

WHEREAS, on September 28, 2023, the Village Council adopted Resolution No. 23-09-110 authorizing a one-year renewal of the Agreement; and

WHEREAS, on September 10, 2024, the Village Council adopted Resolution No. 24-09-98 authorizing a one-year renewal of the Agreement; and

WHEREAS, on October 7, 2025, the Village Council adopted Resolution No. 25-10-103 authorizing a further one-year renewal of the Agreement.

WHEREAS, state lobbying efforts during the 2027 Florida Legislative Session will be essential to the Village and the Florida Keys; and

WHEREAS, GrayRobinson's government relations and lobbying practice is the largest such practice of any law firm in Florida and one of the largest groups of legislative and executive branch lobbyists in the state; and

WHEREAS, GrayRobinson engages a full staff of professional lobbyists with experience and expertise to achieve results for the Village; and

WHEREAS, consistent with the arrangement last year, GrayRobinson has agreed, at no additional cost to the Village, to partner with The Southern Group while representing the Village, thereby further enlarging the experience and expertise available to the Village; and

WHEREAS, GrayRobinson desires to continue to provide the same scope of lobbying services to the Village as under the current agreement with GrayRobinson, specifically, consulting and representing the Village's interests before the Florida Legislature and any executive branch, body and other agencies and governmental entities (the "Services"); and

WHEREAS, the term of the current agreement with GrayRobinson runs through September 30, 2026; and

WHEREAS, the Village and GrayRobinson desire to renew the Agreement for an additional one (1) year, commencing on October 1, 2026, in an amount not to exceed $108,000.00 annually (the "Agreement"); and

WHEREAS, Section 2-328(1) of the Village Code provides that competitive bidding requirements may be waived by the Village Council upon a finding that the purchase of the goods or services without competitive bidding is in the best interests of the Village; and

WHEREAS, the Village Council finds that a one (1) year renewal of the Agreement with GrayRobinson, attached as Exhibit 1, and a waiver of competitive bidding for the Services to be provided is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Agreement Renewal. The Village Council hereby approves a one (1) year renewal of the Agreement for Professional State Lobbying Services, a copy of which is attached as Exhibit 1.

Section 3. Authorization of Village Officials. The Village Manager and/or his/her designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Waiver of Competitive Bidding. In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
Councilman Steve Friedman	____
Councilwoman Deb Gillis	____
Councilwoman Anna Richards	____

PASSED AND ADOPTED ON THIS ___ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE EXCLUSIVE USE AND BENEFIT
OF ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

PROFESSIONAL STATE LOBBYING CONSULTING SERVICES AGREEMENT BETWEEN ISLAMORADA, VILLAGE OF ISLANDS AND GRAYROBINSON, P.A.

THIS AGREEMENT is made between **GRAYROBINSON, P.A.,** a Florida Corporation, (the "Consultant"), and **ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA,** a Florida municipal corporation (the "Village").

WHEREAS, the Consultant and the Village, through mutual negotiation, have agreed upon Scope of Services and Fee for Professional State Lobbying Services for the Village as set forth and incorporated herein; and

WHEREAS, the Village desires to engage the Consultant to perform the Services specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows.

1. **Scope of Services (the "Services").**

   1.1 The Consultant agrees to provide consulting and representative services for the Village before the Florida Legislature, the executive branch of the Florida Government and various regional and governmental entities.

   1.2 Specifically, the Consultant shall provide the following Services.

      1.2.1 Assist the Village in developing a wastewater oriented legislative program.

      1.2.2 Monitor and report on all programs of interest to the Village, especially those related to wastewater funding matters.

      1.2.3 Represent the Village's interests before the Florida Legislature and any executive branch, body and/or other entity that could be of benefit to the Village's interests.

      1.2.4 Monitor and track all legislation of interest to the Village.

      1.2.5 Provide reports no less than weekly during the legislative sessions and periodic reports as appropriate during non-session months to the Village Manager and Village Attorney on all legislation being tracked. During the legislative session, more frequent reports may be

provided on specific bills identified by the Consultant as having a direct impact on the Village. All such reports shall be sent electronically.

1.2.6 Host Village officials who visit Tallahassee on Village business and arrange all necessary and appropriate meetings.

1.2.7 Attend staff meetings, workshops or Council meetings in Islamorada at the Village Manager's request.

2. Terms/Commencement Date.

2.1 Unless otherwise terminated pursuant to Section 4, this Agreement shall be effective October 1, 2022 and shall continue through September 30, 2023 (the "Term").

2.2 Notwithstanding the above defined Term, the Village Council may, at any time, conduct a review of the Consultant's performance and may elect to terminate the Agreement in accordance with Section 4.1.

2.3 The Village shall have an option to extend the term of this Agreement for successive one (1) year periods (the "Renewal Terms(s)).

2.4 Each Renewal Term shall be effective upon receipt of a written notice from the Village Manager to the Consultant, received no later than the date of expiration of the current Term or Renewal Term.

3. Compensation and Payment.

3.1 For all of the Services provided by the Consultant as described in Section 1, the Village shall pay the Consultant compensation of One Hundred and Eight Thousand Dollars ($108,000.00) for the Term payable monthly in twelve (12) equal payments of Nine Thousand Dollars ($9,000.00). Compensation for any Renewal Term shall be by mutual written agreement of the parties.

3.2 The Consultant shall additionally be entitled to reimbursement of reasonable expenses, including travel expenses and lobbyist registration fees incurred directly on behalf of the Village, provided that any such expense is first approved in writing by the Village Manager.

3.3 The Consultant shall remit monthly invoices for services rendered and shall include any approved travel reimbursements with appropriate receipts for the same to document the expense.

3.4 Compensation to the Consultant shall be payable in accordance with the Florida Prompt Payment Act in Chapter 218, Florida Statutes.

4. Termination.

4.1 Notwithstanding the provisions of Section 2, either party may terminate this Agreement at any time upon thirty (30) days advance written notice to the other party.

4.2 In the event of such termination, the Village shall be obligated to the Consultant only for the pro-rated monthly compensation incurred prior to the termination date.

5. Insurance.

5.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts as specified below naming the Village as an additional insured entity, underwritten by a firm qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall include a minimum of the following.

5.1.1 Commercial General Liability. Commercial general liability insurance with limits of liability not less than One Million Dollars ($1,000,000.00).

5.1.2 Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance for statutory limits as required by applicable State and Federal laws.

5.1.3 Employer's Liability Insurance. Employer's Liability Insurance shall be provided at the statutory coverage amount with a minimum of One Hundred Thousand Dollars ($100,000.00) per accident. The Consultant shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

5.2 Certificates of insurance shall be provided to the Village at the time of execution of this Agreement as well as certified copies, as requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted.

6. **Nondiscrimination.**

6.1 During the term of this Agreement, the Consultant shall not discriminate against any of its employees or applicants for employment because their race, color, religion, sex, or national origin, and agrees to abide by all Federal and State laws regarding nondiscrimination.

7. **Waiver of Jury Trial.**

7.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to a trial by jury.

8. **Indemnification.**

8.1 The Consultant shall defend, indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of any provisions of this Agreement, including but not limited to, liabilities arising from contracts between the Consultant and its employees, volunteers or agents. The Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any claim or investigation and for any judgment or damages directly caused by the Consultant's negligent acts, errors, or omissions in the performance or non-performance of this Agreement.

8.2 Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

8.3 The provisions of this Section shall survive termination of this Agreement.

9. **Notices/Authorized Representatives.**

9.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by private postal service or by registered or certified mail with postage prepaid return receipt requested, addressed to the parties (or their successors) at the following addresses.

For The Village: Village Manager
Islamorada, Village of Islands, Florida
86800 Overseas Highway
Islamorada, Florida 33036

For The Consultant: Dean Cannon, Executive Vice-President
and Statewide Chairman of Government Affairs
GrayRobinson, P.A.
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301

10. Governing Law.

10.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Upper Keys Division of the Circuit Court or, if in Federal Court, the Southern District of Florida.

11. Entire Agreement/Modification/Amendment.

11.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

11.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this Agreement.

12. Ownership and Access to Records and Audits.

12.1 The Consultant shall comply with the applicable provisions of Chapter 119, Florida Statutes.

12.2 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any records pertaining to Services performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

13. Non-assignability.

13.1 This Agreement shall not be assignable by the Consultant. Although this agreement is with the Consultant, the parties agree that the Village is relying upon the apparent qualifications and personal expertise of the

Consultant's lobbyists, Dean Cannon, Ryan Matthews, and Joseph Salzverg, and that the Consultant's lobbyists shall be designated by the Consultant to perform the Services under this Agreement. In the event that the Consultant's lobbyists can no longer perform the Services under this Agreement, this Agreement shall automatically terminate. This Agreement shall not be subject to assignment by the Consultant without written permission of the Village Council

14. Severability.

14.1 If any term or provision of this Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

15. Independent Contractor.

15.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the Village with respect to all of the acts and Services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

15.2 The Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant.

16. Conflict of Interest.

16.1 The Consultant shall not be prohibited from representing or providing like services to other persons and entities other than the Village, so long as the Consultant shall avoid any representation or relation which would create an adversarial position or conflict of interest, as first determined by the Village Attorney and Village Council.

16.2 The Consultant shall not take on any client or matter that would jeopardize the Consultant's ability to devote the time, resources, and efforts necessary to fulfill its obligations to the Village.

16.3 The Village acknowledges that the Consultant represents other local governments in Monroe County, specifically, the following: specifically, the following: Monroe County, the City of Key West, and the College of

the Florida Keys Foundation. The Consultant shall not represent any additional local government, political subdivision or special district located in Monroe County without the prior authorization of the Village Council.

17. **Compliance with Laws.**

17.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

18. **Waiver.**

18.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement, shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

19. **Survival of Provisions.**

19.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

20. **Prohibition of Contingency Fees.**

20.1 The Consultant warrants that it has not employed or retained any company or person(s), other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

21. **Public Records**. Village is a public agency subject to Chapter 119, Florida Statutes. To the extent that Consultant is acting on behalf of Village pursuant to Section 119.0701, Florida Statutes, Consultant shall:

21.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by Village were Village performing the services under this agreement;

21.2 Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

21.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

21.4 Meet all requirements for retaining public records and transfer to Village, at no cost, all public records in possession of the Consultant upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the Village.

21.5 **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.**

23. **E-Verify**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

24. **Scrutinized Companies**.

24.1 Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if Consultant, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

24.2 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

24.3 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

25 **Counterparts.**

25.1 This Agreement may be executed in several counterparts, each of which shall be signed by each party and be deemed original and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, and by Consultant by and through its principal set forth below.

Attest :

Marne McGrath, Village Clerk

ISLAMORADA, VILLAGE OF ISLANDS

By: _____
Ted Yates, Village Manager

Date: 10.17.22

Approved as to Form and Legality
For the Use and Benefit of Islamorada,
Village of Islands Only

Village Attorney

GRAYROBINSON, P.A.

By: _____
Dean Cannon, Jr., Executive Vice-President

Date: October 17, 2022

Council Communication

To: Mayor and Village Council
From: Alyssa Panzer, Grants and Environmental Coordinator
Date: September 8, 2026
SUBJECT: **Resolution Approving State Funding Grant Agreement with FDOT for Design and Permitting of a Living Shoreline/Breakwater at Sea Oats Beach TAB 10**

Background:
Sea Oats Beach, ocean side in Lower Matecumbe Key, is a vulnerable asset to Islamorada, FDOT, several utility companies, Monroe County, FDEP (critically eroded beach), and FWC (sea turtle nesting). The beach has a wide fetch facing the Atlantic Ocean and is highly exposed to wave energy and erosion, and it protects US Highway 1 (US-1), the sole evacuation and access route for the southern Keys, including Key West, as the first line of defense against waves.

This project follows the recommendations of the June 2024 Vulnerability Assessment and subsequent May 2025 Feasibility Study. The conceptual design currently consists of reef arches placed over shell mounds spanning from approximately mm 74.85 to mm 74.4, forming a living breakwater that recruits biological growth and develops a calcified "bio-armor" over time. It is designed to reduce wave energy reaching the shoreline, protect the existing shoreline revetment and the US-1 roadway and utility infrastructure from erosion and washout, and support natural sand accretion and seagrass habitat protection on the landward side.

The project is currently in the design phase, with preliminary design complete, final engineering plans underway, and pre-application permitting meetings conducted with FDEP, USACE, and FKNMS. This funding request will complete final design, conduct final surveying/modeling activities, and secure all required state and federal permitting (including USACE and FDEP authorizations).

Analysis:
In October 2025, the Village submitted a Local Funding Initiative Request with the State of Florida in the amount of Three Hundred-Thousand dollars ($300,000.00) with a 26% local match of One Hundred and Five Thousand dollars ($105,000.00) for the design of Islamorada – US Highway 1 Breakwater at Sea Oats Beach. In July 2026, the Village received notification from the Florida Department of Transportation (“FDOT”) that Islamorada, Village of Islands was appropriated Three Hundred-Thousand dollars ($300,000.00) per House Bill #3344/Senate Bill#1837 for the construction of the project. The Village must enter into a State Funded Grant Agreement with FDOT in Fiscal Year 2027 (July 1, 2026 – June 30, 2027) to secure the funding.

The attached Resolution would approve the State Funded Grant Agreement for eligible project construction activities completed by June 30, 2028.

Budget Impact:
The total projected cost of the design and engineering for the project is $405,000.00, $105,000 of which is reflected in the Village's FY 2025-2026 Capital Project Fund budget as the Village's local match, and the remaining $300,000 is included in the Village's FY 2026-2027 Capital Project Fund budget for approval in September 2026. The FDOT grant would reimburse the Village for up to $300,000.00 of the remaining design and engineering project costs.

Staff Impact:
The Environmental Resource Manager will oversee the Project. The Village's Grants and Environmental Coordinator will ensure the Village complies with reporting requirements of the Grant and will submit the Village's cost reimbursement request to FDOT.

Recommendation:
It is recommended that the Village Council adopt the proposed Resolution, thereby approving the State Funded Grant Agreement with FDOT for design and permitting of the living shoreline/breakwater at Sea Oats Beach.

Attachments:
1. Reso_FDOT_Grant_Acceptance_FM458469-1-34-01
2. Exhibit 1-FDOT SFGA FM458469-1 ISLAMORADA US HWY 1 SEA OATS

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA ACCEPTING THE GRANT AWARD FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN OF THE ISLAMORADA – US HIGHWAY 1 BREAKWATER PROJECT AT SEA OATS BEACH - FM 458469-1-34-01; APPROVING THE STATE FUNDED GRANT AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND ISLAMORADA, VILLAGE OF ISLANDS TO PROVIDE REIMBURSEMENT FUNDING FOR THE PROJECT OF UP TO $300,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sea Oats Beach is a vital asset to Islamorada, Village of Islands ("Village") and US Highway 1, and rising sea levels, increasingly frequent flooding, and major storms cause severe erosion and damage to both Sea Oats Beach and US Highway 1; and

WHEREAS, in June 2024 the Village concluded a Vulnerability Assessment that identified Sea Oats Beach as a priority project to pursue an artificial reef or breakwater to protect the Village's critical assets from current and projected sea level rise and compound flooding; and

WHEREAS, in May 2025 the Village concluded a feasibility study at multiple locations for artificial reefs and breakwaters, concluding Sea Oats Beach would be best suited for a permittable project; and

WHEREAS, in October 2025 the Village initiated Design and Permitting through RES Florida Consulting, LLC; and

WHEREAS, in October 2025, the Village also submitted a Local Funding Initiative Request with the State of Florida in the amount of Three Hundred-Thousand dollars ($300,000.00) for the design and permitting of a breakwater/living shoreline at Sea Oats Beach; and

WHEREAS, In July 2026, the Village received notification from the Florida Department of Transportation that Islamorada, Village of Islands was appropriated Three Hundred-Thousand dollars ($300,000.00) per House Bill #3344/Senate Bill #1837 for the project; and

WHEREAS, the Village must enter into a State Funded Grant Agreement with Florida Department of Transportation in Fiscal Year 2027 (July 1, 2026 – June 30, 2027) to secure the funding; and

WHEREAS, in August 2026, the Village received the State-Funded Grant Agreement, provided hereto as Exhibit "1", for eligible project activities to be completed by June 30, 2028; and

WHEREAS, the State Funded Grant Agreement requires execution by the Village Manager; and

WHEREAS, the Village Council finds that acceptance of the grant and approval of the State Funded Grant Agreement is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Acceptance of Grant and Approval of Agreement. The Village Council hereby accepts the grant award from the Florida Department of Transportation for funding through the Fiscal year 2027 State Appropriation – FM 458469-1-34-01 for up to Three Hundred Thousand dollars ($300,000.00) for design and permitting of a breakwater/living shoreline at Sea Oats Beach and approves the State Funded Grant Agreement, attached hereto as Exhibit "1", together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 3. **Execution of Agreement**. The Village Manager is authorized to execute

the Agreement on behalf of the Village, to execute any other required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village Attorney.

Section 4. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 5. Authorization of Funds Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS ___ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE EXCLUSIVE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

FPN: 458469-1-34-01	Fund: EM27	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:90-Monroe	Contract No:	Vendor No: F650830851007

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Islamorada, Village of Islands, ("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriation 2024A , Local Transportation Projects , ALN Number 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in ISLAMORADA - U.S. HIGHWAY 1 BREAKWATER PROJECT AT SEA OATS, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 6/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $ 405,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $300,000.00 and, additionally the Department's participation in the Project shall not exceed NA% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

      ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for

payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department

which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of

commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be

performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT Islamorada, Village of Islands

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 458469-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Islamorada, Village of Islands (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: Overseas Highway US 1; mile marker 74.85 to mile marker 74.4; approximately 1/2 mile.

PROJECT DESCRIPTION: This project involves the completion of pre-construction activities including the design, final engineering, and permitting for an erosion control and living shoreline project along Islamorada's Sea Oats Beach. Included in this design and engineering phase is wave attenuation and sediment transport modelling. Permitting includes required surveys and application fees. This project is a follow up to Islamorada's vulnerability assessment completed in 2024 which recommended this shoreline for a breakwater/artificial reef. The project site is immediately adjacent to US 1 which is a critical evacuation route. A feasibility study has been performed for the project in 2025.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by 4/30/2028
b) Design to be completed by 4/30/2028.
c) Right-of-Way requirements identified and provided to the Department by N/A.
d) Right-of-Way to be certified by N/A.
e) Construction contract to be let by N/A.
f) Construction to be completed by N/A.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
Islamorada, Village of Islands 86800 Overseas Highway Islamorada, FL 33036	458469-1-34-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 2027	Maximum Department Participation (Local Transportation Projects)	$405,000.00	$105,000.00	$300,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$405,000.00 %	$105,000.00 %	$300,000.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$405,000.00	$105,000.00	$300,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Jessica Beck-Galindo, MPA
District Grant Manager Name

Signature Date

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Specific Appropriation 2024A of Chapter 2023-239, (LTP) ALN 55.039

***Award Amount:** $300,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 8, 2026
SUBJECT: **Resolution Approving an Agreement with RES for Environmental Permitting for the Sea Oats Beach Restoration Project TAB 11**

Background:
Over the past two years, Islamorada, Village of Islands (the "Village"), in coordination with its consultant RES Florida Consulting, LLC ("RES"), has completed the feasibility study and design phase for a hybrid living shoreline and breakwater project at Sea Oats Beach. The project has been developed through an iterative planning and design process intended to:
1. Provide shoreline stabilization and erosion control to enhance resilience against storm surge impacts and sea level rise; and
2. Incorporate habitat restoration and creation features that support water quality improvements, including seagrass and mangrove enhancement, while providing ecological benefits to native wildlife.

The design phase, completed in 2026, included preparation of a conceptual design, public outreach efforts, and pre-application coordination meetings with regulatory agencies. This work resulted in a project concept that minimizes impacts to existing seagrass resources, provides effective wave attenuation and shoreline protection, and enhances ecological function through habitat creation. As part of the design process, the project team completed wave attenuation modeling, sediment analysis, hydrographic surveys, and benthic resource assessments. The team also coordinated with regulatory agencies, including the Florida Department of Environmental Protection (FDEP), the U.S. Army Corps of Engineers (USACE), and the Florida Keys National Marine Sanctuary (FKNMS), to obtain feedback and incorporate agency recommendations into the project design.

Village staff additionally engaged local homeowner associations and the Nearshore Water Regulation Committee early in the planning process. Feedback received through these stakeholder discussions was incorporated into the project development. While the overall project layout has remained substantially consistent throughout the design process, refinements have included larger and more effective shoreline protection structures, a reduced environmental impact footprint, incorporation of oyster shell stabilization components, improved wave attenuation performance, and enhanced ecological benefits. The proposed project design concepts are included as Exhibit "B." With completion of the feasibility and design phases, the Village is now positioned to advance into the environmental permitting phase necessary for project construction.

Analysis:

Effective August 8, 2025, the Village and RES entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering, coastal engineering, green infrastructure, and related consulting services. RES has submitted a proposal to provide environmental permitting services for the Sea Oats Beach Restoration Project, attached as Exhibit "C." The proposed scope includes preparation and coordination of the regulatory permit applications required to construct the project and continued coordination with applicable permitting agencies.

The project is well-positioned to compete for future implementation funding through the Resilient Florida Grant Program, for which an application has been submitted, as well as through state and federal appropriations programs. Expenditures incurred for the feasibility, design, and permitting phases may be eligible to serve as a portion of the required local match should Resilient Florida funding be awarded. In addition, staff continues to pursue supplemental funding opportunities for project construction, including grant programs available through the RESTORE Act Gulf Coast Resilience Program and other state and federal funding sources. Exhibit "A" to the proposed Resolution consists of Work Authorization No. 2 between the Village and RES for environmental permitting services associated with the next phase of the Sea Oats Beach Restoration Project. Upon execution, Work Authorization No. 2 will remain in effect through December 31, 2028.

Budget Impact:
RES has submitted a cost proposal for environmental permitting services in an amount not to exceed $200,000. The Village has budgeted $300,000 within the FY 2026-27 Capital Projects Fund for this phase of the project. In addition, the Village has secured a $300,000 State of Florida appropriation that is anticipated to fully offset the costs associated with the environmental permitting phase.

Staff Impact:
The Village's Grants and Environmental Coordinator will serve as the project manager and administrator for the agreement with RES. The Village's Environmental Resource Manager will provide technical support and assist with environmental review and coordination as needed throughout the permitting process.

Recommendation:
Staff recommends that the Village Council approve and adopt the proposed Resolution, thereby authorizing the Village Manager to execute Work Authorization No. 2 with RES Florida Consulting, LLC, for environmental permitting services associated with the Sea Oats Beach Restoration Project.

Attachments:
1. Resolution WA#2 RES_Env Permitting_090826
2. Exhibit A_WA#2 RES_Env Permitting
3. Exhibit B_Design Concept
4. Exhibit C_Proposal for Sea Oats Beach Permitting

RESOLUTION N0. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 2 WITH RES FLORIDA CONSULTING, LLC FOR ENVIRONMENTAL PERMITTING SERVICES ASSOCIATED WITH THE SEA OATS BEACH RESTORATION PROJECT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 2; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE WORK AUTHORIZATION NO 2; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village"), has completed the feasibility and design phases for a hybrid living shoreline and breakwater project at Sea Oats Beach; and

WHEREAS, the proposed hybrid living shoreline and breakwater project would provide shoreline stabilization and erosion control to increase resilience to storm surge and sea level rise while incorporating habitat restoration features that support water quality improvements and ecological enhancement; and

WHEREAS, the Village requested a proposal from RES Florida Consulting, LLC ("RES"), to complete the environmental permitting for the project, which is the next necessary step towards project implementation; and

WHEREAS, on August 8, 2025, the Village and RES entered into a Non-Exclusive Continuing Services Agreement ("CSA"), under which environmental permitting services may be authorized by work authorization; and

WHEREAS, RES completed the feasibility study and design phase of the project and has submitted a proposed scope of services for environmental permitting, as set forth in Exhibit

"C" attached hereto; and

WHEREAS, RES is willing to perform these services as outlined in the Scope of Services within Exhibit "C" in an amount not to exceed Two Hundred Thousand Dollars ($200,000.00); and

WHEREAS, the Village has budgeted funds for this phase of the project and has secured a State of Florida appropriation to support environmental permitting activities; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 2 with RES is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 2 with RES, attached as Exhibit "A" for completion of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 2.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 2.

Section 5. Authorization of Village Manager to Execute. The Village Manager is authorized to execute Work Authorization No. 2 with RES, in the form attached hereto as Exhibit "A" on behalf of the Village and to execute any extension, amendments, or revisions to the Agreement to effectuate the intent and purpose of this Resolution, which are consistent with the approval provided herein, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

RES FLORIDA CONSULTING, LLC.

For

Work Authorization No. 2

Coastal Engineering, Environmental, Consulting and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and RES FLORIDA CONSULTING, LLC (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 8, 2025, pursuant to RFQ #25-01, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 2 for the CONSULTANT to provide the environmental permitting support services for the Sea Oats Beach Breakwater Restoration Project as further described in Exhibit "C" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and environmental services to the VILLAGE for the Project as described in the proposal attached as Exhibit "C" to complete the permitting support for a breakwater/living shoreline at Sea Oats Beach to provide shoreline stabilization and habitat improvement.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "C."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Cultural Resources Assessment Survey*
- *Sovereignty Submerged Lands Survey*
- *Sediment transport modeling survey*
- *Permit applications packages and responses for Requests for Additional Information for the following agencies:*
- *USACE Section 10/404 permit application, or Nationwide Permit application*
- *FDEP Environmental Resource Permit (ERP) application*
- *NOAA/FKNMS permit application for regulated in-water work in the sanctuary*
- *FWC Florida Uniform Waterway Marker Permit from the Boating and Waterways Section and/or USCG PATON (Private Aids to Navigation)*
- *Design Plans to include the following:*
- *Layout and alignment of the breakwater system, including mapped environmental resources*
- *Structure elevations and material sizing*
- *Typical cross-sections, details, and plan-view drawings*
- *Construction access and staging concepts*
- *General notes*
- *Erosion, turbidity, and sediment control strategies*
- *Public notices and mailing labels*
- *Public outreach information (presentation or other deliverable requested by the Village)*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the Project in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the Project.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Project Agreement is fully executed by all parties and shall continue in full force and effect through **December 31, 2028,** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Project Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed Two Hundred Thousand Dollars **($200,000.00)** as compensation for performance of all services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific Work Authorization Number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information

requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Project Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Project Agreement. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Project Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Project Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	**FUNCTION**
Nadia Locke	Project Manager
Katherine Larsson	Field Assessment Lead
Thomas LaRoue	Engineering Lead
Gayle Stone	Quality Assurance
Jade Bennett	Permitting Research Lead
Emily Powell	Permitting Research Assistant/Field Asstnt
Junnio Freixa	Field Assistant
Jacklyn Levine	Field Assistant
Conrad Allen	Captain
Loretta Gebow	GIS
Megan Reising	Permitting Research Assistant/Field Asstnt
Patrick Shearer	Assistant Engineer

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named

individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412,

Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

10.6 Prohibition on Diversity Equity and Inclusion (DEI). Commencing January 1, 2027, the CONTRACTOR certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the CONTRACTOR acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the CONTRACTOR fails to comply with any of the

requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Project Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Ron Saunders, Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

_____
John J. Quick, Village Attorney

CONSULTANT

RES FLORIDA CONSULTING, LLC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

WITNESS:

_____

Print Name:_____

Exhibit B

LEGEND:

- PROPOSED REEF ARCHES
- 2025 BENTHIC SURVEY RESULTS:
  - SHOAL GRASS, TURTLE GRASS: 5 - 100%
  - SHOAL GRASS: 5 - 50%
  - SHOAL GRASS: 50 - 100%
- ISLAMORADA, VILLAGE OF ISLANDS PROPERTY OWNERSHIP
- 5' CLEARANCE FROM SEAGRASS
- HTL — USACE HIGH TIDE LINE (+0.93')
- MHWL — MHW LINE (-0.20')
- MLWL — MLW LINE(-1.53')
- 1' INTERVAL CONTOUR LINE
- 5' INTERVAL CONTOUR LINE
- PROJECT LIMITS

N
W
E
S

1" = 100'

0 50 100 Feet

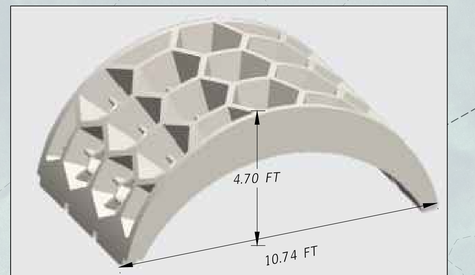
PROPOSED REEF ARCH BREAKWATER (TYPICAL)

PROJECT LIMITS

US-1 / OVERSEAS HWY

ISLAMORADA COVE

ATLANTIC OCEAN





44 BREAKWATERS WITH 5' MINIMUM GAPS
QUANTITY OF REEF ARCHES = 387

PREPARED BY:

RES FLORIDA CONSULTING, LLC
312 SE 17TH STREET, SUITE 200
FORT LAUDERDALE, FL 33316
WWW.RES.US

CODED NOTES:

RESILIENT LIVING BREAKWATER SHORELINE ENHANCEMENT

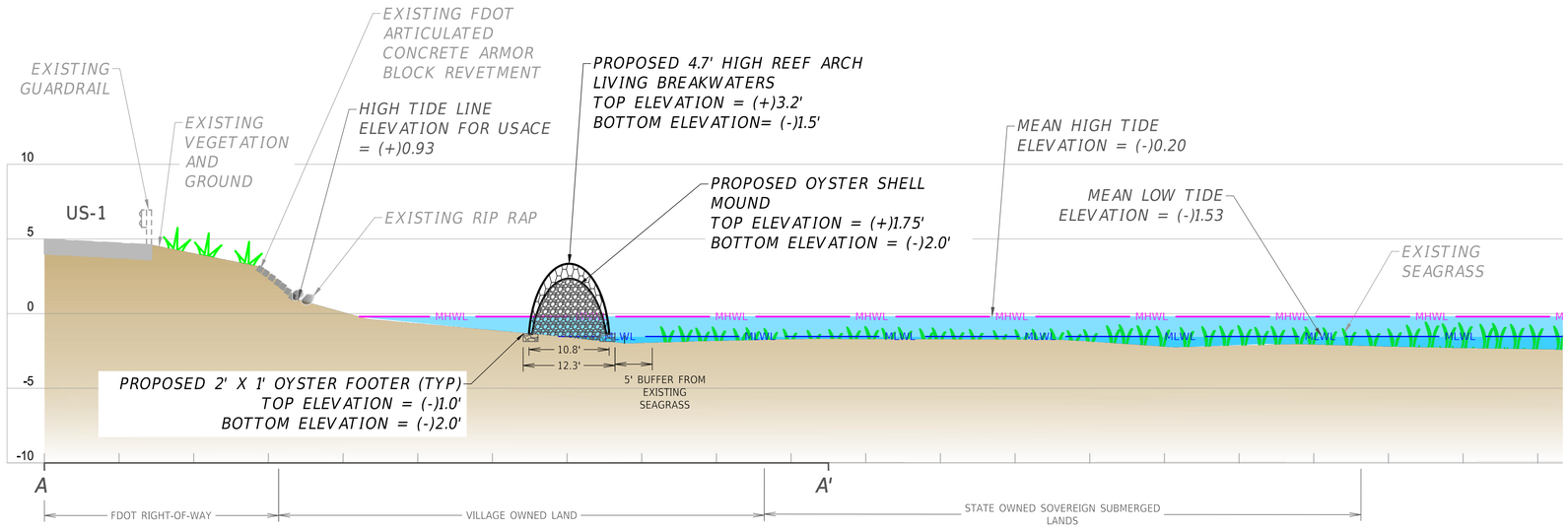
SEA OATS BEACH, LOWER MATECUMBE KEY
MM 74.5
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

DRAFT CONCEPT PLAN

REVISIONS:

PROJECT NO:	112778
DATE:	07/08/2026
SHEET NO:	

R:\Projects\FL\112778 - Sea Oats Design And Permitting\8. Design\CAD\Base\RES Concept PLOTTED: 7/29/2026 2:35:17 PM BY: Jade Bennett



OPTION 1: ONE ROW OF REEF ARCHES, OYSTER BEDDING LAYER, AND OYSTER MOUND

NOTES:
1. *VERTICAL SCALE: 1"=10'*
2. *HORIZONTAL SCALE (NTS)*
3. *ELEVATIONS PROVIDED BY OLIN HYDROGRAPHICS.*
4. *ELEVATIONS ARE IN NAVD 88.*

PREPARED BY:
RES FLORIDA CONSULTING, LLC
312 SE 17TH STREET, SUITE 200
FORT LAUDERDALE, FL 33316
WWW.RES.US

CODED NOTES:

RESILIENT LIVING BREAKWATER SHORELINE ENHANCEMENT
SEA OATS BEACH, LOWER MATECUMBE KEY
MM 74.5
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

DRAFT TYPICAL SECTION A-A'
OPTION 1

REVISIONS:

PROJECT NO: ----
DATE: ----
SHEET NO: #

R:\Projects\FL\112778 - Sea Oats Design And Permitting\8. Design\CAD\Plan Sheets\Temp Typical PLOTTED: 7/29/2026 2:26:13 PM BY: Jade Bennett

Exhibit C

312 SE 17th Street, Suite 200
Fort Lauderdale, FL 33316

Corporate Headquarters
6575 West Loop South, Suite 300
Bellaire, TX 77401

August 5, 2026

Ms. Alyssa Panzer
Sustainability and Resiliency Coordinator
Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Subject: Proposal for Environmental Permitting Support
Sea Oats Beach
Islamorada, Village of Islands, Monroe County, Florida
RES Proposal Number PRJ112778

Dear Ms. Panzer:

RES Florida Consulting, LLC (RES) is pleased to submit this proposal to Islamorada, Village of Islands (the Village) to provide environmental permitting support for a breakwater at Sea Oats Beach. Included, and incorporated as part of this proposal, is an outline of the background information, the scope of services, fee and schedule, and authorization procedures including the terms and conditions governing the project.

Background Information

RES' understanding of the project is based upon work we have conducted for the Village. RES conducted a feasibility study for the Village in 2025 for an artificial reef and breakwater for two beach sites: Sea Oats Beach and one on Upper Matecumbe Key. The findings and results of this study are documented in our deliverable titled *Breakwater/Artificial Reef Feasibility Study* dated May 8, 2025 (RES Project Number PRJ111263). The feasibility study concluded that Sea Oats Beach would be better suited to the placement of breakwaters to stabilize the unconsolidated sandy shoreline and protect the adjacent Overseas Highway from potential washouts. The breakwater will satisfy the following objectives:

(1) Provide erosion control to safeguard against storm surges and sea level rise; and
(2) Incorporate habitat components to aid in water quality enhancements and shoreline protection.

The Village requested RES provide a phased approach to move forward with the recommended solution at Sea Oats Beach. The Village authorized an initial scope to conduct design, preliminary contact with regulatory agencies and early public engagement through issuance of Purchase Order PO26-0044. As RES completes the work authorized under this purchase order, the Village requested that RES provide a proposal to conduct the environmental permitting for the project. This proposal is being submitted to the Village in response to that request.

Proposed Scope of Services

RES proposes to provide the following permit-related scope of services.

Cultural Resources Assessment Survey

RES will conduct a Cultural Resources Assessment Survey (CRAS) to evaluate the potential for submerged cultural and historic resources within the project area, as requested by the agencies. Our services will include conducting background research, underwater remote sensing, data analysis, and reporting. An underwater magnetometer survey will be performed in conjunction with GPS equipment to identify and locate anomalies in the project area. The survey will be conducted by a qualified archaeologist along zigzag transects spaced no more than 30 meters apart, with spacing refined as needed to delineate anomaly clusters if identified. Anomalies identified will be recorded, mapped, and prioritized for interpretation, with recommendations for ground-truthing provided where appropriate. Results will be mapped with sufficient accuracy to support relocation and resource management decisions. Florida Master Site File (FMSF) forms will be completed for newly identified cultural resources. RES will prepare a CRAS report in accordance with Rule 1A-46, Florida Administrative Code, and Florida Division of Historical Resources (DHR) guidance. The report will document project conditions, methods, results,

cultural context, and regulatory coordination, and will include recommendations for avoidance, additional investigation, or mitigation, as warranted. Work will be performed under the direction of a qualified archaeologist meeting Secretary of the Interior standards. The report will be submitted to the DHR Compliance Review Section to support agency review of potential project effects on underwater cultural resources.

Sovereignty Submerged Lands Survey

RES' subconsultant, AVIROM and Associates, Inc. will prepare survey needed to support a submerged lands lease or easement that will be required by FDEP. The survey will be in accordance with all SLER 0950 Professional Sketch Requirements of the Florida Department of Environmental Protection, Division of State Lands, Bureau of Survey and Mapping's requirements for leases over Sovereignty Submerged Lands and comprised of the following items:

- Boundaries of the lease/easement (preempted area) including the area calculation.
- Size and dimensions for existing and proposed overwater structures and activities such as mooring pilings.
- All structures and activities within lease/ easement area.
- Show all upland property (parcel) boundaries adjacent to the submerged land lease.
- Show primary navigation channel(s) or direction to center of affected waterbody.
- Location of any existing structures within 100 feet of lease/easement area.
- Reference the Section, Township, Range, County and name of waterbody, including total square footage (and acreage) of the requested lease. Reference ties to a minimum of two found or set upland monuments, one of which must be a section corner, subsection corner or other corner of record.
- Research and delineate all adjacent submerged lease/easement submerged lands, including the Deed Number.

Geotechnical Borings

RES will subcontract a geotechnical driller to conduct soil borings in select locations within the proposed breakwater area. The borings will be used to assess the depths at which competent substrate is present. The goal of this survey is to select the appropriate depths for the breakwater foundations to limit settlement of the reef arch structures.

Sediment Transport Modeling

RES' subconsultant, W&R Coastal Sciences and Solutions, LLC (W&R), will conduct sediment transport analysis. Utilizing sediment cores collected during the design, W&R will conduct sediment grain size analysis. They will extract wave conditions from the project scale model already performed to create wave conditions for sediment transport modeling. With that data, they will evaluate sediment transport using the Coastal Modeling System under existing and modified conditions. This will include sediment suspension calculation and sedimentation analysis based on existing applicable sediment transport formulas. W&R will produce a site-specific sediment suspension and sedimentation pattern based on simulated wave conditions under existing and modified conditions. W&R will document and summarize their findings in a written report.

Regulatory Agency Meetings

RES facilitated preliminary meetings with the U.S. Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), and the Florida Keys National Marine Sanctuary (FKNMS) as part of the initial design development. RES incorporated this feedback into the design documents. RES recommends conducting a second round of meetings with these agencies and meeting with additional agencies, such as permit commenting agencies, to seek their input on the updated design and generate buy-in prior to submitting permit applications. These meetings will be used to further clarify regulatory pathways, confirm agency expectations, and discuss potential impacts to protected resources, with the intention of streamlining review of permit application materials.

The Florida Fish & Wildlife Conservation Commission (FWC) does not issue permits for breakwater/artificial reef sites. However, FWC will have input on the plan since FDEP will coordinate directly with FWC for input and comments related to listed species during the permit application regulatory review process. FWC will specify permit conditions within the FDEP permit. Consultation with FWC for specific State-listed and protected species may need to occur if the species or their habitat is present within the project area.

USACE will coordinate directly with the U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) for federally listed endangered species and NMFS for Essential Fish Habitat during the permit application regulatory review process. RES will conduct pre-application coordination with the USFWS, NMFS Office of Protected Resources and NMFS

Habitat Conservation Division and assume informal consultation will be needed during the review and processing of the USACE permit application.

We will also coordinate with FWC's Division of Law Enforcement, Boating and Waterways Section to apply for a Florida Uniform Waterway Marker Permit for the installation of waterway marker signs to indicate the navigational hazard of the breakwaters. This will help to address potential navigational concerns with the U.S. Coast Guard (USCG), and the Village's Near Shore Water Regulation Committee. RES will coordinate with the USCG to request their input and requirements for potential navigation impacts. The USACE and FWC may require a letter of authorization/concurrence from the USCG.

RES will maintain ongoing coordination with the Village throughout the above agency coordination and meetings.

Permitting Applications and Design Refinement

RES will prepare permit application packages, obtain Village authorizations, submit permit applications for review and approval, and provide ongoing coordination with regulatory agencies during the permit application review and permit processing phase of the project.

RES will utilize agency feedback to update the current design, to accommodate permitting conditions as necessary, and to prepare documentation to support permit application packages. Updated design plans will include the following elements:

- Layout and alignment of the breakwater system, including mapped environmental resources,
- Structure elevations and material sizing,
- Typical cross-sections, details, and plan-view drawings,
- Construction access and staging concepts,
- General notes,
- Erosion, turbidity, and sediment control strategies.

RES will prepare a narrative to support the permit application submittals. This narrative will include the following:

- Project background and purpose,
- Existing site conditions,
- Site maps and figures (e.g., aerials, bathymetry, regulated resources),
- Summary of marine resource survey findings,
- Delineation of regulated habitats (e.g., seagrass, hardbottom, coral, mangroves),
- Consideration of listed species and potential project impacts,
- Minimization and mitigation strategies, as applicable,
- Qualitative benefits associated with the Project,
- Construction methods and best management practices (BMPs), including turbidity control measures.

RES will prepare and submit the following application packages:

- USACE Section 10/404 permit application, or Nationwide Permit application,
- FDEP Environmental Resource Permit (ERP) application,
- NOAA/FKNMS permit application for regulated in-water work in the sanctuary,
- FWC Florida Uniform Waterway Marker Permit from the Boating and Waterways Section for navigational signs/markers for navigational safety for the offshore breakwater structures.

Each package will include the application forms, the project description, design drawings, and the environmental narrative described above. RES will coordinate with the project team, including the breakwater vendor(s) and potential construction contractor, as necessary, to incorporate relevant construction methods and specifications into the permit materials.

Based on the discussions with FDEP in the preliminary meeting, it is assumed that a Sovereignty Submerged Lands public easement will be required. This task will require additional coordination with the FDEP Division of State Lands.

RES will prepare public notices and mailing labels as needed to support FDEP and USACE's public noticing requirements. RES is prepared to print, label and mail public notices as required by these agencies.

Included in this task is time to assist/host agencies (FKNMS, USACE and FDEP) on one site visit per agency during the application review process.

RES will act as the applicant representative and the Village's agent throughout the permit review process. We have included time to prepare and submit up to two responses to Requests for Additional Information (RAIs) from each permitting agency. Additional technical analysis or justification, if required beyond two rounds of agency comments, may be addressed through an expanded scope of services and associated fee.

RES will maintain ongoing communication with permitting staff, provide timely clarifications, and work collaboratively with agency reviewers to support an efficient permit review process. If unavoidable impacts to regulated marine resources are identified during design or review, RES will coordinate with the relevant agencies to develop and document appropriate mitigation measures under a separate scope. The Village will be promptly advised if impactful complexities, or unanticipated permitting challenges require additional effort or budget.

Public Outreach

RES will provide support for additional public outreach with the Village as requested. Our team will prepare up to two sets of outreach materials, such as project fact sheets, infographics, and presentation slides, as deemed appropriate by Village staff. RES will participate in up to three public outreach events, anticipated to include one presentation to Village Council, one to a broad group of residents and one to the Near Shore Water Regulation Committee.

RES will coordinate with the Florida Department of Transportation (FDOT) to address right-of-way requirements, construction access, and additional FDOT permits or approvals that may be required.

Assumptions

We have made the following assumptions in preparation of the proposal:

- The project will be permitted and constructed all in one phase without modification to the upland use or development.
- The Village will provide the signed permit application forms, warranty deed, any other required legal documents, permit fees, and any other data required for the permit applications that are not specifically provided by RES.
- Preparation of formal consultation letters with USFWS (ESA) and NMFS (ESA, EFH) are excluded from this scope of services.
- Any design changes following submittal of environmental permit applications will be considered a change in scope.
- If higher-level authorizations, additional data collection, additional technical analysis/justification, legal support, design alternative development, or any other items not specifically included in this scope of work are required due to technicalities regarding environmental resource impact avoidance/minimization, water quality, navigational access, land use authorization or other issues, the Village will be advised and the scope of work modified accordingly.
- Any additional permits, other than those specifically mentioned in this scope, will be addressed by others.
- This scope assumes that there will be no regulatory compliance/enforcement actions onsite, no sediment/water contamination issues, no endangered species impact issues, no submerged aquatic vegetation (SAV) impact issues, no federal channel Section 408 right-of-way/real estate, engineering or navigation concern, and no historical/archaeological resource issues.
- All permit application fees to be paid directly by the Village.
- It is assumed there will be no third-party objections or comments to the environmental permit applications that must be addressed, because the project is in the public's interest and has received good support to date.
- RES will endeavor to provide a reasonable solution for seagrass mitigation if impacts are unavoidable. However, seagrass mitigation can be complex and it can be challenging to have both state and federal agencies agree to one form of mitigation. If multiple mitigation concepts are required, this is beyond the scope of this proposal. Please note that we cannot guarantee a particular outcome with agency staff in permitting negotiations.
- Based on RES' understanding of the project we do not believe that contaminated sediment and/or water quality characterization and chemical consitituent tesitng data/analysis will be required. RES will provide a scope for these services at future date if these services are requested.
- This proposal does not include obtaining or researching the site for easements and encumbrances on the property beyond review of FDEP's database or requesting the information from FDEP. If easements and encumbrances are shown on the record plats, they shall delineated on the sovereignty submerged land survey.

The delineation of all encumbrances shall be based on the title determination report, including the delineation of all easements that are provided relative to the title report.

- Additional tasks outside of this scope require a supplemental agreement.

Fees

RES proposes to provide the above scope of services for a fee of $200,000. RES will issue invoices monthly for services complete to date. Payment of our invoices is due upon receipt.

Schedule

The project will commence upon issuance of authorization by the Village. RES will provide a more detailed schedule at that time; however, we anticipate this phase of the project to take approximately 18 months.

Authorization

As our formal authorization to proceed, please issue a contract or work order referring to this proposal.

We appreciate the opportunity to offer our professional services on this unique resilience and ecosystem restoration project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us at the emails or phone numbers below.

Sincerely,

RES Florida Consulting, LLC

Patrick Shearer, PE, WEDG
Engineer V
PShearer@res.us | 754-778-0501

Nadia Locke, PE, LEEDD AP
Regional Advisory Services Director
nlocke@res.us | 954-484-8500

Council Communication

To: Mayor and Village Council
From: Peter Frezza, Environmental Resources Manager
Date: September 8, 2026
SUBJECT: **Resolution Approving an Agreement with WSP USA Inc. for Construction Engineering Inspection & Administration for the Canal 145 Restoration Project TAB 12**

Background:
This canal organic removal and backfilling project continues Islamorada, Village of Islands (the "Village"), canal restoration program for water quality improvement within canals and near shore waters. Monitoring of canal restoration projects has shown that backfilling has resulted in an immediate change in the canal's water quality by significantly improving the water column's dissolved oxygen content. The studies also concluded that water quality in deep residential canals cannot be improved without reducing canal depth.

In June of 2026, WSP USA, Inc. ("WSP") assisted the Village in completing the design, permitting and bid support for the Canal #145 Backfilling Restoration Project under Work Authorization #20. Seven proposals were provided for the restoration project construction through a competitive bid process and Adventure Environmental Inc. was awarded the contract to complete the construction project. Construction engineering inspections and administration services are needed to assist the Village with completion of this project.

Analysis:
Effective August 29, 2025, the Village and WSP USA Inc. ("WSP") entered into a Non-Exclusive Continuing Services Agreement ("CSA") for professional engineering support services. WSP is a multidisciplinary firm with local staff that has served the Village and Monroe County to implement the Canal Management Master Plan ("CMMP") for the past thirteen years. Exhibit "A" to the attached Resolution is proposed Work Authorization No. 3 between the Village and WSP for professional environmental and engineering services at a cost not to exceed $103,626.00. Work Authorization No. 3 would become effective upon full execution and run through December 31, 2027. Under Work Authorization No. 3, as outlined in the Scope of Services within Exhibit "1", WSP will provide construction engineering inspections and administration services for the Canal #145 backfill project (the "Services"). If Work Authorization No. 3 is approved, the Services are anticipated to begin in October 2026 and are expected to take approximately eight months to complete.

Budget Impact:
The proposed Fiscal Year 2026-2027 Capital Project Fund Budget includes funding of $2,615,000 for the Canal #145 restoration project. The Village has accepted a grant award from the Florida Department of Environmental Protection ("FDEP") in the amount of

$2,114,349 through the Florida Keys Stewardship Act to fund this project. The Village will be transferring unused funds from a current grant (KG002) with the FDEP to cover any remaining expenses. The project is also eligible for reimbursement through the Florida Keys Water Quality Improvement Program.

Staff Impact:
The Village's Environmental Resources Manager would work with WSP staff and field technicians to oversee the canal restoration project and manage the agreement with WSP. The Village's Finance Department would track the expenditures.

Recommendation:
Staff recommends that the Village Council pass and adopt the proposed resolution, thereby approving Work Authorization No. 3 with WSP.

Attachments:
1. Resolution C145 CEI&A WA#3 WSP_090826
2. Exhibit A_WA# 3_WSP C145_090826
3. Exhibit 1_Canal #145 CEI Proposal

RESOLUTION N0. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING WORK AUTHORIZATION NO. 3 WITH WSP USA, INC. FOR CANAL 145 RESTORATION PROJECT CONSTRUCTION ENGINEERING INSPECTIONS AND ADMINISTRATION SERVICES; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF WORK AUTHORIZATION NO. 3; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROJECT AGREEMENT FOR WORK AUTHORIZATION NO 3; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as part of ongoing efforts to improve water quality within its canals and nearshore waters, Islamorada, Village of Islands (the "Village") will be conducting a canal organic removal and backfill restoration project within Canal #145, Lower Matecumbe Key (the "Project"); and

WHEREAS, the Village is in need of an independent contractor to provide the necessary construction engineering inspections and administration services to oversee and complete this project; and

WHEREAS, the Village has a current Continuing Services Agreement ("CSA") with WSP USA, Inc. ("WSP") for professional engineering services, canal restoration projects and environmental permitting and support services; and

WHEREAS, WSP is willing to perform the services as outlined in the Scope of Services within Exhibit "1," in an amount not to exceed One Hundred-three Thousand Six Hundred Twenty-six Dollars ($103,626.00); and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council"), has determined that approval of the Work Authorization No. 3 with WSP is in the best interest of the

Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Work Authorization. The Village Council hereby approves Work Authorization No. 3 with WSP, attached as Exhibit "A," for completion of the Services.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of Work Authorization No. 3, in the form attached hereto as Exhibit "A".

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of Work Authorization No. 3.

Section 5. Authorization of Work Authorization Execution. The Village Manager is authorized to execute Work Authorization No. 3 with WSP on behalf of the Village and to execute any extension and amendments to the Agreement, subject to approval as to form and legality by the Village Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton ___

Vice Mayor Sharon Mahoney ___

Council Member Steve Friedman ___

Council Member Deb Gillis ___

Council Member Anna Richards ___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____

DON HORTON, MAYOR

ATTEST:

_____

MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____

JOHN J. QUICK, VILLAGE ATTORNEY

Exhibit "A"

PROJECT AGREEMENT

Between

ISLAMORADA, VILLAGE OF ISLANDS

And

WSP USA INC.

For

Work Authorization No. 3

Canal Engineering, Environmental, Consulting and Support Services

This Project Agreement between ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "VILLAGE") and WSP USA INC. (hereinafter referred to as "CONSULTANT"), hereby authorizes the CONSULTANT to provide the services as set forth below:

WHEREAS, the VILLAGE and CONSULTANT have entered into a continuing services agreement dated August 29, 2025, pursuant to RFQ #25-01, (the "Continuing Contract") and CONSULTANT has been approved to provide the services contemplated herein; and

WHEREAS, the VILLAGE and CONSULTANT desire to enter into this Work Authorization No. 3 for the CONSULTANT to provide construction engineering inspections and administration services for the Canal #145 Lower Matecumbe Key Dredging & Backfilling Restoration Project, as more further described in Exhibit "1" attached hereto (the "Project"), in accordance with the terms and conditions of this Work Authorization No. 3.

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and environmental services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1" to complete the Construction Engineering Inspections and Administration Services for the Canal #145 Dredging & Backfilling Restoration Project.

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those Services and tasks as listed in Exhibit "1."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Contract, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

- *Weekly progress reports;*
- *Meeting minutes;*
- *Field Notes;*
- *Construction Engineering and Inspection report to document the completion of the project in accordance with the plans, specifications, and permits.*

Unless otherwise stated, the CONSULTANT will provide draft and site plans, and other materials prepared for the PROJECT in both paper and electronic formats as appropriate, excluding material that is available only as photocopy to the VILLAGE. The VILLAGE shall be provided copies of all correspondence from CONSULTANT to any public or private entity or individual and all correspondence received by the CONSULTANT for the PROJECT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this Agreement is fully executed by all parties and shall continue in full force and effect through **December 31, 2027,** unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manager may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed (30) days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed ("Commencement Date") provided to the CONSULTANT from the Village Manager. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform Services to the VILLAGE, without interruption.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT an amount not to exceed One Hundred-three Thousand Six Hundred Twenty-six Dollars **($103,626.00)** as compensation for performance of all Services related to the Project. It is understood that the method of compensation is that of lump sum which means that CONSULTANT shall perform all Services set forth for total compensation in the amount stated above. Said lump sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum amount set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of VILLAGE'S obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis and in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2 Disputed Invoices. In the event all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the Village Manager shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within five (5) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice.

5.2 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the VILLAGE'S reasonable satisfaction.

5.3 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its Subconsultants, incurred in connection with providing the Services related to the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents and computer files requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon three (3) calendar days written notice to the other for breach of any material term or condition of this Agreement. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and digital data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to five (5) calendar days. If any such

suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT'S reasonable costs, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	**FUNCTION**
Greg Corning, P.E.	Sr. Project Manager
Stephen Hanks, P.E.	Senior Engineer
Josh Ptomey, Beau Daigneault	Field Coordination
Dustin Atwater	GIS Professional
Soraya Gomez, Maggie Kanakis	Administration
Abby Gruner	Associate Consultant

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING CONTRACT

All terms and conditions of the Continuing Contract not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Public Records. VILLAGE is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONTRACTOR is acting on behalf of VILLAGE pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by VILLAGE were VILLAGE performing the services under this Project Agreement;

b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to VILLAGE, at no cost, all public records in possession of the CONTRACTOR upon termination of this Project Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the VILLAGE.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-664-6412, Clerk@islamorada.fl.us, or by mail: Village Clerk, 868800 Overseas Highway, Islamorada, FL 33036.

10.2 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Project Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Project Agreement. For the breach or violation of this provision, the VILLAGE shall have the right to terminate the Project Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

10.3 E-Verify. CONTRACTOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Contract. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If

this Project Agreement is terminated for a violation of the statute by CONTRACTOR, CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination.

10.4 Scrutinized Companies. CONTRACTOR certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Project Agreement at its sole option if the CONTRACTOR or its subconsultants are found to have submitted a false certification; or if CONTRACTOR, or its subconsultants are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Project Agreement.

10.5 Noncoercive Conduct for Labor or Services. In accordance with Section 787.06, Florida Statutes, the CONTRACTOR has attested to the affidavit incorporated herein that CONTRACTOR does not use coercion for labor or services.

10.6 Prohibition on Diversity Equity and Inclusion (DEI). Commencing January 1, 2027, the Consultant certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Consultant fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

[Remainder of this page intentionally left blank]

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____ ("**Vendor**")

Vendor FEIN:_____

Address:_____

City:_____State: _____Zip:_____

Phone number:_____Email Address:_____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Vendor** is required to provide an affidavit under penalty of perjury attesting that **Vendor** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its President, duly authorized officer to execute same.

VILLAGE

ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

By:_____
Ron Saunders, Village Manager

The ____ day of _____, 20___.

AUTHENTICATION:

_____
Marne McGrath, Village Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, ONLY

_____
John J. Quick, Village Attorney

CONSULTANT

WSP USA INC.

By:_____

Print Name:_____

Title:_____

The ____ day of _____, 20___.

AUTHENTICATE:

_____
Secretary

_____
Print Name

WITNESS:

_____

Print Name:_____

Exhibit 1

PROPOSAL

Canal #145 CEI Svcs.

Islamorada, Village of Islands

Submitted to:

Peter Frezza

Environmental Resources Manager
Islamorada, Village of Islands

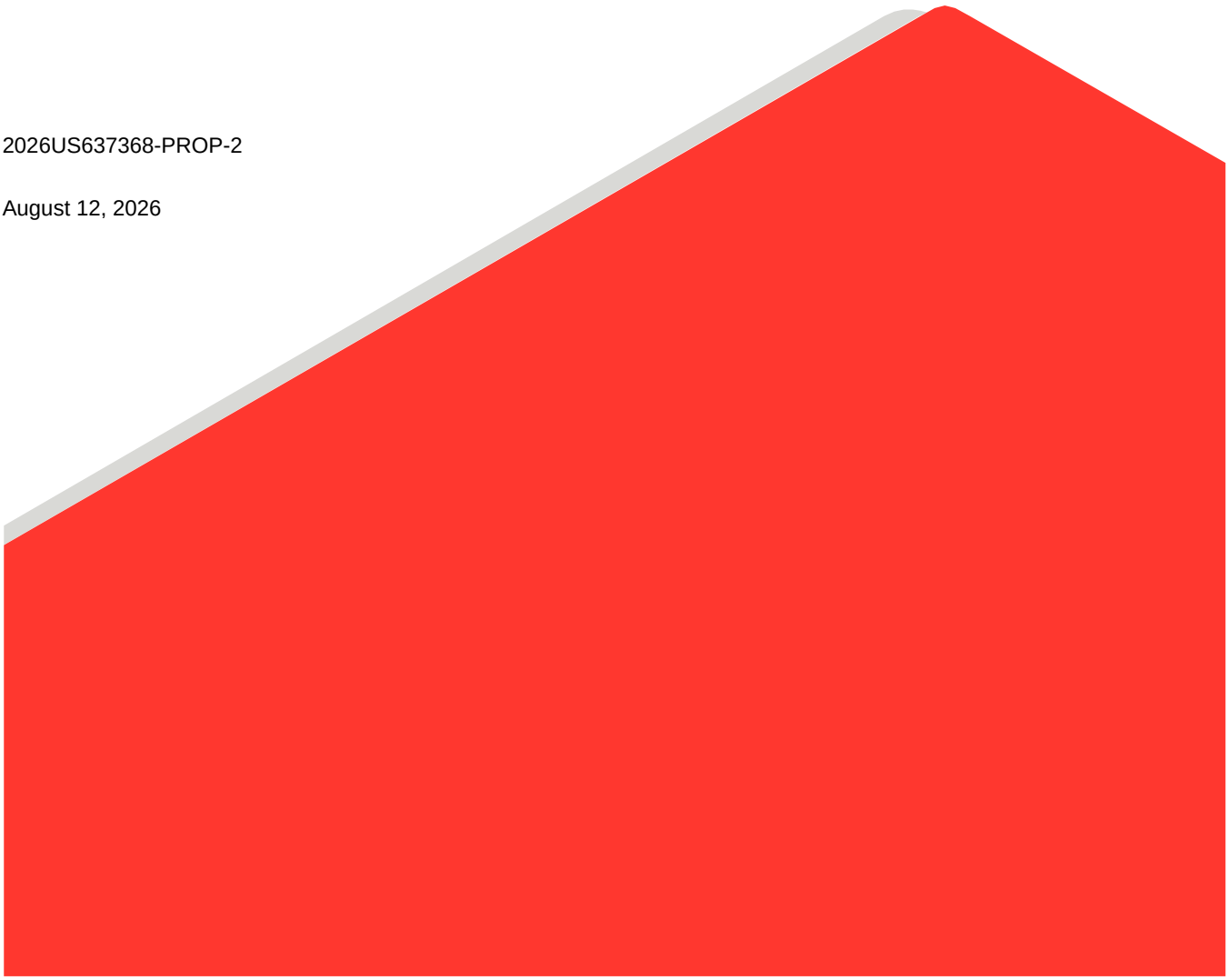
Submitted by:

WSP USA Inc.

5411 Skycenter Drive, Suite 650, Tampa, FL 33606

2026US637368-PROP-2

August 12, 2026



WSP USA Inc. (WSP) is pleased to provide this proposal for continued professional services related to the Canal #145 Organic Muck and Backfill Restoration Project. This proposal is based upon discussions with Village staff in continuing to meet the deliverables outlined in the Canal Work Program Chapter 28-19 Land Planning Regulations for the Florida Keys Area of Critical State Concern, Islamorada, Village of Islands.

Background

WSP completed the design, permitting, and procurement for the Canal #145 Organic Muck Removal and Backfilling Restoration Project under work authorization #10.

The Village is currently soliciting proposals for the restoration project and will recommend a Contractor based on the committee process for ranking and evaluation to the Village Council for award

Based on the estimated volumes for the muck removal and backfilling, it is anticipated that the project will be completed within 120 days of Notice to Proceed.

1.0 SCOPE OF SERVICES

1.1 Task 1: Construction Administration and Inspection Services

The Consultant will provide construction engineering and environmental site inspections and construction administration services for the project. It is assumed a 4-month construction schedule for completion based on estimated quantities. The Consultant will provide up to eight hours daily site inspections for the construction schedule, Monday through Friday, during in-water field construction activities and prepare daily work reports showing the contractors' activities, equipment, maintenance of traffic, and environmental compliance.

The Consultant will provide consultation and advice to the Village regarding the Contractor’s performance of the Contract. The Consultant will review construction submittals and provide permit certification and close-out functions upon completion. The Consultant will liaise with the Village, homeowners, and other stakeholders as necessary to administer the construction contract.

The Consultant will provide a Construction Engineering and Inspection Report (Electronic in PDF format) to document the completion of the project under the plans, specifications, and permits.

2.0 SCHEDULE

We will begin work on this project after receiving the written contract authorization. We have prepared a Preliminary Schedule outlining the major tasks of the proposed work.

3.0 COMPENSATION

Fees for the services described above will be charged on a lump-sum basis. The proposed fee includes the labor and expenses that can reasonably be anticipated to complete the scope of services as proposed, as well as travel costs and expendable supplies. The total proposed fee is **$103,625.98.**

This proposal is good for 60 days or the contract end date, whichever is sooner. The terms and conditions of the Non-Exclusive Continuing Services Agreement between Islamorada, Village of Islands, and WSP USA Inc. (WSP), dated March 29, 2025, are incorporated by reference.

4.0 CLOSING

We appreciate this opportunity to offer our professional services to you and the Village on this project. We look forward to working with you and are committed to providing the services you require for the successful completion of this important project within the required time frame. If you have any questions or comments regarding this proposal, please let us know.

Signature Page

WSP USA Inc.

Greg Corning
Assistant Vice President, FL Civil Design Team Lead

GC/sg

x:\us\uslal200-lkl\projects\2026us637368 - islamorada village - canal 145 cei\admin\01 - proposal & contract\01 - proposal\01 - scope\canal #145 cei proposal 2026us637368-prop-2.docx

Council Communication

To: Mayor and Village Council
From: John Quick, Interim Village Attorney
Date: September 8, 2026
SUBJECT: **Resolution Approving Updated Flat Monthly Fee Retainer Agreement for Village Attorney Services TAB 13**

Background:
The Village Charter specifies that the Village Attorney "shall be appointed by a majority vote of the full council and shall serve at the pleasure of the council."

The Village Charter further states that the "compensation of the [Village Attorney] shall be fixed by the village council."

Weiss Serota Helfman Cole & Bierman - and more specifically, John Quick - has served as the attorney for the Village since May 2022. The Village and law firm wish to continue this relationship, but desire to create a relationship based on a flat fee monthly retainer amount. Now that the law firm has been providing general legal services for the past 4 years, sufficient data exists for the parties to consider a monthly flat fee for legal services. This monthly amount would be based on the Village's current legal budget, while subtracting a little over 25% of the approved budget in an attempt to create a relationship where the Village can utilize the Village attorney's office without concern for a potentially hourly rate cost.

The intent of this item is to create more certainty for the Village when it comes to potential legal expenses, based on the current legal budget and the past 4 years of experience between the parties.

The reduction in budget would be designed to account for the more unknown, nonrecurring specialized work. It is primarily connected to litigation matters, which would, ideally, be covered by insurance and thereby allow for the actual fiscal year expenses for the Village Attorney's office to continue coming in under budget.

Analysis:
The attached retainer is designed to ensure that the general Village Attorney legal services are included in a single flat fee. Certain more specialized tasks are carved out of this retainer due to their nonrecurring nature and the general unknown nature of those expenses. Historically, such services have ranged between 400-600 hours per year. As a result, the proposed retainer agreement includes a reduction of 550 hours at $325 per hour from the current Village Attorney fiscal year budget (which constitutes a little more than 25.4% of the approved budget). This is done to ensure more certainty for both parties and to attempt to allow the actual fiscal year Village Attorney's office expenses to continue to come in under budget in the coming years.

To align with the Village's new fiscal year, the new monthly flat fee arrangement would be effective October 1, 2026.

Budget Impact:
None as this amount is set below the budgeted amount for legal services.

Staff Impact:
This set up should create more streamlined billing for the Accounting Department, thereby potentially resulting in a reduction in staff time.

Recommendation:
Staff recommends approval of this item.

Attachments:
1. 4E78552-Resolution approving updated WSH retainer agreement
2. Exhibit 1 - 2026-09-08 Islamorada Updated Retainer Agreement

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE UPDATED RETAINER AGREEMENT FOR VILLAGE ATTORNEY LEGAL SERVICES BETWEEN WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. AND ISLAMORADA, VILLAGE OF ISLANDS; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands ("Village") has utilized the services of Weiss Serota Helfman Cole & Bierman, P.L. ("WSH") for legal services; for more than four years and

WHEREAS, John J. Quick ("Mr. Quick") from WSH has served the Village's principal attorney since 2022; and

WHEREAS, the Village and WSH desire for WSH to continue to provide the same scope of legal services through a flat fee monthly retainer agreement, rather than an exclusively hourly-based one; and

WHEREAS, the Village desires for Mr. Quick to continue to serve in the role of Village Attorney; and

WHEREAS, the Village desires to enter into the updated retainer agreement ("Agreement") with WSH for Village Attorney legal services, attached hereto as Exhibit "1"; and

WHEREAS, WSH has agreed to provide the legal services as described in the Agreement and at the compensation set forth in the Agreement; and

WHEREAS, the Village Council has determined that entering into the Agreement with WSH for the services to be provided is in the best interest of the Village and its residents.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Agreement. The Village Council hereby approves the Agreement for Village Attorney services with WSH (with Mr. Quick to continue serving as the Village Attorney), a copy of which is attached as Exhibit 1, together with such non-material changes as may be acceptable to the Village Manager.

Section 3. Authorization of Village Officials. The Village Manager and/or her designee is authorized to take all actions necessary to implement the terms and conditions of the Agreement.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Village Mayor is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption, with the updated Agreement taking effect on October 1, 2026.

Remainder of this page intentionally left blank.

Motion to adopt by _____, second by _____.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
Councilman Steve Friedman	____
Councilwoman Deb Gillis	____
Councilwoman Anna Richards	____

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNIE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN QUICK, VILLAGE ATTORNEY

WEISS SEROTA
HELFMAN COLE + BIERMAN

John J. Quick, PARTNER
jquick@wsh-law.com

September 8, 2026

Honorable Mayor Don Horton and Village Councilmembers
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036

Re: Updated Engagement Agreement - Village Attorney Services

Dear Mayor Horton and Councilmembers:

We are pleased that you wish to continue our Firm's engagement to perform legal services for Islamorada, Village of Islands (the "Village"). From our experience, we have found that clients appreciate a frank and open discussion and understanding of the services that we will perform and the basis upon which they will be expected to pay for those services.

This letter is intended to set forth our understanding as to the continued nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment. This agreement will supersede and replace the current retainer agreement dated May 27, 2022 for Village Attorney services.

1. **Nature of Legal Services.** You have engaged us to serve as your Village Attorney. Our services will be limited to and include the day-to-day legal matters relating to the Village's general matters, Sunshine rules, public records, ethics, procurement, contracts, planning/zoning, land use issues, police matters, public works and utilities, legislative matters, employee training, preparation of Council items, and code enforcement matters. Our representation will continue to include, but not be limited to, attendance at all regular and special meetings of the Village Council, attendance at code compliance hearings, and attendance at routine meetings and telephone calls with Village Staff and Councilmembers, and tasks associated with the regular operation of the Village (collectively, "General Services").

General Services do not include the following: historic preservation designations, pension, litigation, real estate, public-private/public-public partnerships, municipal bonds and other complex municipal financial matters, construction, eminent domain, special environmental and infrastructure matters, specialized land use and zoning matters, extensive code amendments/re-writes, charter revisions, and other special projects (collectively, "Litigation and Special Matters"). Cost Recovery Matters are similarly excluded from General

Services. Litigation, Special Matters, and Cost Recovery Matters will be provided to the Village and billed on an hourly basis pursuant to the terms set forth in Section 2 of this agreement.

While the Village has engaged our Firm as Village Attorney, I, John Quick, will be designated as the "Village Attorney" and will be principally responsible for attending to your Council matters. Subject to unavoidable conflicts, I will attend the regular monthly Village Council meetings, as well as the regular monthly land use Council meetings. I will also be principally responsible for the Village's planning, zoning, and land use matters. In addition, depending on the type of matter that needs legal attention, different attorneys of the Firm, with specific specialized expertise, may from time to time be assigned by me to the Village's particular legal matters. In order to timely and efficiently handle matters for the Village, other attorneys may be assigned matters and meetings to handle.

2. **Fees for Services.** The following terms will govern this agreement:

General Services will be charged a monthly fee of $43,645.00 beginning October 1, 2026 (the "General Services Retainer"). The General Services Retainer will cover all General Services.

Litigation **and** ***Special Matters*** will be billed on an hourly basis at the rate of $325.00 per hour. Paralegals will be billed at $150.00 per hour.

Cost Recovery matters are related to private development applications in accordance with the Village's Land Development Regulations ("Cost Recovery Matters"). To the extent a given matter is not already billed at this rate, Cost Recovery Matters will be charged at the rate of $650.00 per hour for applications filed by individuals and for-profit entities in all zoning districts and $550.00 per hour for applications filed by not-for-profit entities. Paralegals will be billed at $250.00 per hour for all applications.

As *Litigation* and *Special Matters* arise, our Firm will consult with the Village Manager, who will have the authority to approve and assign special matters on a case-by-case basis, provided that there are funds that have been duly appropriated for such purposes. Otherwise, approval from the Council will be sought before work on a new matter commences.

Beginning October 1, 2027, and each October 1 thereafter, in order to keep pace with the inflation of regular business costs, the Village agrees to a yearly increase of the General Services Retainer and the hourly rates established herein of 5% or the change in the Consumer Price Index (CPI Miami-Ft. Lauderdale – All Consumers), whichever is greater, rounded to the nearest $5.

For all services other than *General Services*, the Village will be charged and agrees to pay for our services on the basis of the hourly rates established herein for the attorneys in our

Firm, together with applicable taxes if any. It is our practice to charge for actual time expended on your behalf, but not less than 2/10ths of an hour for each activity.

3. **Costs.** In addition to the fees discussed in paragraph 2, we anticipate that certain expenses may be incurred and advanced on your behalf. These expenses may include, but are not limited to, filing fees, recording costs, delivery charges, photocopies, special postage (express mail, certified mail and the like), computer research charges, court reporter expenses (including cost of transcript and court reporter's fee for attendance), accounting and appraisal fees, fees and expenses of experts necessary to assist in the preparation and hearing of your matter, investigation costs, word processing fees, computer charges and applicable lobbyist registration fees. In addition to our fees for legal services, you agree to pay us for such out-of-pocket expenditures. Prior to incurring unusually large costs or advances on your behalf, we will first obtain your written consent, and we reserve the right to require an additional cost deposit from you prior to undertaking the expenditures of funds on your behalf.

4. **Payment of Fees and Costs.** Our invoices will be submitted to you on a monthly basis and each invoice will be due and payable when rendered. You must understand that if any invoice remains unpaid for more than 30 days after it is rendered, we reserve the right, in our discretion (subject to court approval, if necessary), to cease to provide further legal services to you. You will, however, be liable to us for the payment of any fees earned and any costs incurred by us to that time, together with any applicable taxes. In the event we are ultimately required to bring suit to collect any unpaid fees and costs, you understand that you will be required to pay reasonable attorneys' fees as well as legal interest on the amount of any fees and costs due us. You further understand that we have the right to retain any and all files, papers and other property coming into our possession in connection with our engagement without any liability to you until we have been paid all costs, fees and interest due us under this agreement. You also agree to the imposition of a charging lien for any monies due us on all real and personal property that is preserved, protected or obtained as a result of the representation undertaken herein. Interest at the rate of 12% per annum will be added to any invoice which remains unpaid for more than 30 days after it is rendered.

5. **Withdrawal from Representation.** This agreement is terminable at any time upon the decision of a majority of the Village Council. Upon such a termination, we will facilitate a transition to new counsel and provide those records in our possession. We reserve the right to withdraw from representing the Village if the Village has misrepresented or fails to disclose material facts to us, or if we disagree about the course of action which should be pursued.

6. **Representation of Other Clients.** We are bound by rules of legal ethics not to represent any client if the representation of that client will be directly adverse to the interests of another client unless each such client consents to such representation after consultation.

7. **Fees for Other Services**. In the event you ask us to render legal services with respect to other matters, in the absence of a written agreement specifically addressing that representation, the other matters will be handled on an hourly basis, and fees and costs will be payable under the same terms and conditions as provided for in paragraph 2 of this letter.

8. **Artificial Intelligence**. Artificial intelligence technology may be used by the Firm's attorneys and non-attorney staff. The content of all work produced by the Firm's attorneys and non-attorney staff with assistance of artificial intelligence technology will be reviewed for accuracy, completeness, and legal sufficiency before being transmitted.

9. **Commencement of Representation**. If the foregoing is agreeable to you, please acknowledge your understanding and agreement by signing this letter and returning it to me via email.

We appreciate your continued confidence in our Firm, and we assure you that we will make every effort to perform our services in a prompt and efficient manner.

Very truly yours,

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

By:_____
John J. Quick

AGREED AND ACCEPTED on this _____ day of_____, 2026.

Sign:_____
By: Don Horton, Mayor
For: Islamorada, Village of Islands

cc: Ron Saunders, Village Manager (village.manager@islamorada.fl.us)

Council Communication

To: Mayor and Village Council
From: Vince Tarves, IT Director
Date: September 8, 2026
SUBJECT: **Resolution Amending Resolution No. 26-08-75 to Increase the Not-to-Exceed Amount for RFP 26-07 to $100,000 TAB 14**

Background:
On August 20, 2026, the Village Council adopted Resolution No. 26-08-75 approving the final rankings and recommendations of the Evaluation Committee for RFP 26-07, Council Chamber Broadcast & Audio/Visual System Hardware Refresh, and selecting Encore Broadcast Solutions for the Project.
Encore Broadcast Solutions submitted the highest-ranked proposal at a proposed cost of $85,481.45. Resolution No. 26-08-75 authorized expenditures in an amount not to exceed $90,000.00 to complete the Project.

Analysis:
During final review of the Project, staff identified that four (4) of the five (5) cameras required for the complete Council Chamber broadcast system were inadvertently left off of Encore Broadcast Solutions' original quote. These cameras are an integral part of the Council Chamber broadcast and audio/visual system and are necessary to complete the hardware refresh as intended.
The cost to add the four omitted cameras is $13,540.00, increasing the total Project cost from $85,481.45 to $99,021.45. Staff is requesting that the Village Council amend Resolution No. 26-08-75 to increase the authorized not-to-exceed amount from $90,000.00 to $100,000.00, which will provide sufficient authority to complete the Project.
This action does not change the vendor selection or the scope and purpose of RFP 26-07; it increases the maximum spending authority for the previously approved Project.

Budget Impact:
The revised total Project cost is $99,021.45, consisting of the original $85,481.45 proposal plus $13,540.00 for the four omitted cameras. Staff is requesting a not-to-exceed amount of $100,000.00. A total of $100,000.00 has been budgeted for this Project in the FY 2025-2026 Capital Projects Budget for the Information Technology Department. No additional budget appropriation is required.

Staff Impact:
Village staff will coordinate with Encore Broadcast Solutions to add the four omitted cameras to the Project and finalize any necessary amendment or change order

Recommendation:

It is recommended that the Village Council adopt the proposed resolution amending Resolution No. 26-08-75 and increasing the authorized not-to-exceed amount for RFP 26-07 from $90,000.00 to $100,000.00

Attachments: 1. Resolution_Not-to-exceed Council Chamber Equipment-JQ

RESOLUTION NO. 26-09-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING RESOLUTION NO. 26-08-75 TO INCREASE THE AUTHORIZED NOT-TO-EXCEED AMOUNT FOR RFP 26-07, COUNCIL CHAMBER BROADCAST & AUDIO/VISUAL SYSTEM HARDWARE REFRESH, FROM $90,000.00 TO $100,000.00; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY NECESSARY AMENDMENT OR RELATED DOCUMENTS; AUTHORIZING THE EXPENDITURE OF BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 20, 2026, the Village Council adopted Resolution No. 26-08-75 approving the final rankings and recommendations of the Evaluation Committee for RFP 26-07 and selecting Encore Broadcast Solutions for the Council Chamber Broadcast & Audio/Visual System Hardware Refresh (the "Project"); and

WHEREAS, Resolution No. 26-08-75 authorized an amount not to exceed Ninety Thousand Dollars and Zero Cents ($90,000.00) for the Project; and

WHEREAS, during final project review, Village staff identified that four (4) of the five (5) cameras required for the complete Council Chamber broadcast system were inadvertently omitted from Encore Broadcast Solutions' original proposal; and

WHEREAS, the cost to provide the four (4) omitted cameras is Thirteen Thousand Five Hundred Forty Dollars and Zero Cents ($13,540.00), increasing the total Project cost from Eighty-Five Thousand Four Hundred Eighty-One Dollars and Forty-Five Cents ($85,481.45) to Ninety-Nine Thousand Twenty-One Dollars and Forty-Five Cents ($99,021.45); and

WHEREAS, the price increase is based solely on a cost per unit basis, which was included in the original vendor submission packet; and

WHEREAS, this increase in price is a non-material deviation and would not have altered the results of the vendor selection process; and

WHEREAS, One Hundred Thousand Dollars and Zero Cents ($100,000.00) has been budgeted for the Project in the FY 2025-2026 Capital Projects Budget for the Information Technology Department, and no additional budget appropriation is required; and

WHEREAS, the Village Council finds that increasing the not-to-exceed amount to $100,000.00 is in the best interest of the Village and its residents and will allow the four (4) inadvertently omitted cameras to be included and the Project to be completed as intended.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this Reference.

Section 2. Amendment of Not-to-Exceed Amount. The Village Council hereby amends the authorization provided by Resolution No. 26-08-75 to increase the maximum amount authorized for the Project from Ninety Thousand Dollars and Zero Cents ($90,000.00) to an amount not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00).

Section 3. Authorization of Village Officials. The Village Manager or designee and the Village Attorney are authorized to negotiate and execute any amendment, change order, or other documents necessary to implement the increased not-to-exceed amount and complete the Project.

Section 5. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the

Village Manager is hereby authorized to expend budgeted funds for the Services.

Section 6. **Effective Date**. This Resolution shall become effective immediately upon its adoption.

Remainder of the page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Don Horton	___
Vice Mayor Sharon Mahoney	___
Councilman Steve Friedman	___
Councilwoman Deb Gillis	___
Councilwoman Anna Richards	___

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Ron Saunders, Village Manager
Date: September 8, 2026
SUBJECT: **Ordinance Amending Village Code Concerning Environmental Restoration Standards and Agreements - First Reading TAB 15**

Background:
Recently an issue has arisen where a property prematurely and improperly cleared vegetation. Currently the Village Code requires property owners to replant all improperly cleared vegetation and then wait a period of time before clearing it again for development. This includes properties which already have approved building rights associated with them.

Analysis:
This proposed amendment is drafted to allow for a carve-out for properties that have existing building rights on the property so they can avoid replanting the development area to cut it down again later if the property owner pays the Village 100 percent of the estimated cost of the restoration of the development area. The proposed revision would also still allow the property owner the option to replant the vegetation in accordance with the current requirements in the Code. In that instance, no payment would be required as that option is solely intended to be in lieu of replanting in these narrow instances.

Budget Impact:
It is not anticipated that this ordinance would create a negative budgetary impact. If a property owner elects to make a payment in lieu of replanting in the narrow instance listed, then the Village would experience a positive budgetary impact through the payment of this in lieu fee.

Staff Impact:
Staff would be required to analyze the potential estimated cost of the restoration of the development area in order to approve any in lieu fee.

Recommendation:

Attachments: 1. 4E84890-Ordinance amending environmental restoration standards and agreements

ORDINANCE NO. 26- ___

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AMENDING ARTICLE IV, "ADMINISTRATIVE PROCEDURES," OF CHAPTER 30, "LAND DEVELOPMENT REGULATIONS," OF THE VILLAGE CODE RELATING TO ENVIRONMENTAL RESTORATION STANDARDS AND AGREEMENTS; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE FLORIDA DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON APPROVAL OF THIS ORDINANCE BY THE FLORIDA DEPARTMENT OF COMMERCE.

WHEREAS, Islamorada, Village of Islands (the "Village") has established Land Development Regulations ("LDRs") to properly guide development and protect the health, safety, and welfare of the public; and

WHEREAS, the Village Council desires to amend existing provisions under Division 4, "Environmental Standards," of Article VII of the Village's LDRs relating to environmental restoration standards and agreements; and

WHEREAS, specifically, the Village Council desires to amend Section 30-167, "Environmental Restoration Standards and Agreements," of the Village Code to allow for additional alternatives where premature land clearing, grading filling, or vegetation removal occurs on a site where a building right presently exists; and

WHEREAS, the Village Council desires to further amend these provisions to avoid the replanting of vegetation for approved development areas with ab existing building

right through a payment to the Village in lieu of restoration equal to 100% of the estimated cost of restoration of the development area; and

WHEREAS, the provisions of this Ordinance are consistent with the Village Comprehensive Plan and the Principles for Guiding Development within the Florida Keys Area of Critical State Concern; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Amendment to the Code. That Division 4, "Environmental Standards" of Article VII, "Environmental Regulations" of Chapter 30, "Land Development Regulations," of the Village Code is hereby amended as follows: [1]

CHAPTER 30 – LAND DEVELOPMENT REGULATIONS

****

ARTICLE VII. – ENVIRONMENTAL REGULATIONS

****

DIVISION 4. ENVIRONMENTAL STANDARDS

****

Section 30-1617. Environmental Restoration Standards and Agreements.

[1] / Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.

In the event any land clearing, grading filling, or vegetation removal occurs on a site on which the development is outside the scope of any permit issued or for which no permit was issued, then the building official shall issue a stop work order that shall remain in effect until all of the following restoration conditions have been met:

(a) Removal of all fill and restoration of the site to its pre-violation grade.

(b) A restoration plan is submitted pursuant to section 30-1615. The restoration plan shall include the following:

(1) Replacement at a rate of 2:1 of the trees, shrubs, and ground covers on the unlawfully cleared site with native species as appropriate to the site cleared. The trees shall be of a size and maturity commensurate to the unlawful clearing as determined by director of planning and development services. The species diversity shall consist of the approximate percentages of the predominant tree, shrub and ground cover species on the site unlawfully cleared prior to the violation, but if any endangered or threatened tree, shrub or ground cover species were unlawfully cleared, then those species shall be replaced with plants of a size and maturity commensurate to and related to the unlawful clearing regardless of predominance.

(2) All replanted trees, shrubs, and ground covers shall be located on-site to the maximum extent possible. If not all the replacement plants can be physically replanted on-site, the remainder shall be donated to the village for restoration projects or to a government agency or a public or private conservation group to restore conservation lands. Alternatively, an amount of money equal to the rest of the replacement cost may be placed in an escrow account as provided in section 30-1615.

(3) A stipulation that all invasive exotic plant species, as described in article V, division 6 of this chapter, shall be continuously removed for a two-year period from the completion of the restoration.

(4) A stipulation that 100 percent of the trees replaced shall survive for a two-year period after the date of the last replanting. Dead or dying trees may be replaced during this period in order to assure the 100 percent minimum is met at the period end.

(5) For a site where a building right presently exists, paragraphs (b)(1) through (4) of this section shall only apply to the areas outside of approved development. For the areas in which development is approved, the property owner shall either:

a. Comply with paragraph (b)(1) though (4) of this section; or

b. Begin permitted construction within 180 days of the notice of violation and issue payment to the Village in a sum equal to 100 percent of the estimated cost of the restoration of the development area as estimated by the director of planning and development services in cooperation with the building official.

* * *

Section 3. Repeal of Conflicting Provisions. The provisions of the Code and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. It is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code, that the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word where applicable.

Section 6. Transmittal. The Village Clerk is authorized to forward a copy of this Ordinance to the State Department of Commerce ("Commerce") for approval pursuant to section 380.05, Florida Statutes.

Section 7. Effective Date. This Ordinance shall not be effective immediately upon adoption. The Amendment shall not take effect until the date a final order is issued by Commerce. The Commerce notice of intent to find this Ordinance in compliance shall be deemed to be the final order if no timely petition challenging this Ordinance is filed.

Remainder of this page intentionally left blank.

The foregoing Ordinance was offered by _____, who moved its adoption on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
Councilman Steve Friedman	____
Councilwoman Deb Gillis	____
Councilwoman Anna Richards	____

PASSED on first reading this _____ day of _____, 2026.

Remainder of this page intentionally left blank.

The foregoing Ordinance was offered by _____, who moved its adoption on second reading. This motion was seconded by _____. and upon being put to a vote, the vote was as follows:

Mayor Don Horton	____
Vice Mayor Sharon Mahoney	____
Councilman Steve Friedman	____
Councilwoman Deb Gillis	____
Councilwoman Anna Richards	____

PASSED AND ADOPTED on the second reading this _____ day of _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

Council Communication

To: Mayor and Village Council
From: Jennifer DeBoisbriand , Planning Director
Date: September 8, 2026
SUBJECT: **Administrative Relief for 313 Woods Ave TAB 16**

Background:
Native Construction Contracting LLC (the "Applicant"), on behalf of owners, Robert R. and Sarah W. Rodriguez, ("Property Owners") has applied for Administrative Relief (the "Application") from the Village of Islamorada's ("Village") Building Permit Allocation System (the "BPAS") pursuant to Section 30-477 of the Code of Ordinances (the "Code"). Village Code Section 30-477 requires that a public hearing be held, during which the Village Council shall consider all evidence presented regarding the Application, and shall follow the procedures, standards and criteria found within Code Sections 30-552, Beneficial Use Determination, and 30-553, Procedures, Standards And Criteria For Relief. The Applicant has the burden of establishing a need for relief.

The subject property (the "Property") is located at 313 Woods Ave and legally described in Exhibit "A" of the proposed Resolution. The Application was entered into the BPAS on April 26, 2022. The Application has been considered in four (4) consecutive annual allocation periods and has failed to receive an allocation award. At the close of Quarter 2 of 2026, the Application was ranked 17th with eighteen (18) points. Pursuant to the requirements set forth in Code Section 30-477(a), the Applicant was eligible to apply for Administrative Relief between 12:01 AM on July 1, 2026, and 12:00 AM on October 29, 2026. The Applicant submitted the Application for Administrative Relief on July 29, 2026.

The proposed development is a two-story single-family residence, containing two-bedrooms, two and a half-bathrooms, and approximately 2,757 square feet of living area.

The site is approximately 6,000 square feet with permitted clearing and associated mitigation subject to habitat-based regulations.

Analysis:
Pursuant to Code Section 30-553, when considering an application for relief, the Village Council shall consider the factors listed below, and the complimentary guidelines found within the Village's Comprehensive Plan.

Code Section 30-553 (a). "Whether the comprehensive plan or land development regulations in effect at the time of the filing of the beneficial use application are rationally related to a legitimate government interest."

Comprehensive Plan Policy 1-2.3.3: Residential Medium (RM). "This designation is intended

to provide stable, single-family neighborhoods and allow for uses which further the peaceful enjoyment and high-quality residential character valued by Village residents. Areas designated Residential Medium (RM) on the Future Land Use Map shall include one (1) single family unit on one lot of record, and duplexes. Duplexes shall only be permitted in Zoning Districts where legally permitted duplexes currently exist. Notwithstanding the density limitations, duplexes, triplexes and fourplexes shall be permitted on RM lots fronting U.S. 1, pursuant to the Building Permit Allocation System, if approved as affordable housing. The RM Future Land Use Map designation shall allow home occupations. Supportive community facilities ancillary to the residential uses may be located within areas designated RM. The Land Development Regulations shall provide regulatory procedures for considering the above-noted uses."

Code Section 30-684 Residential Single-Family (R1) And (R1M) Zoning District. The section dictates that the purpose and intent of the R1 Zoning District: ". . . is to accommodate homes, homeowners' parks, and open space in single-family residential neighborhoods located in subdivisions and on streets where the primary land use is single-family residential. . . ."

Analysis. The Applicant has not asserted challenged relationship between the Village's Comprehensive Plan and/or Land Development Regulations ("LDRs") to a legitimate government interest.

Code Section 30-553 (b). "Whether the [C]omprehensive [P]lan or [LDRs] in effect at the time of the filing of the beneficial use application deny all reasonable economic use of the parcel of real property."

Analysis. There are no existing structures located on the property. At the time of the filing, the Application had a score of eightteen (18) points. With zero allocation remaining, Staff estimates that if the Application were to remain in the BPAS, the Property Owner may never receive an allocation because it is currently ranked number 17 on the BPAS list.

Code Section 30-553 (c). "Relevant parcel.

(1). Platted lots: If an applicant owns more than one platted lot, a question may exist as to whether more than one of the applicant's platted lots should be considered together as one parcel for the beneficial use determination. In determining the relevant parcel, the Village Council should focus on 'the parcel as a whole' and not on particular segments or portions of the parcel. The village council shall consider three factors to determine whether individual platted lots should be combined and considered as one parcel for the purpose of the beneficial use determination:

a. The 'physical contiguity' of the lots;

b. The 'unity of ownership' of the lots (i.e., does the applicant own all of the lots in question);

c. The 'unity of use' between the lots, i.e., platted urban lots should generally be considered as separate uses, but can be combined for purposes of a beneficial use determination if the lots are part of a larger property, based on an analysis of the following factors, which must be applied to the particular facts and circumstances on a case-by-case basis:

1. Was it the intent of the landowner to use the lots for a single use?

2. What is the suitability of the lots for a single or separate use versus a combined use?

3. Are the lots dependent on each other for the ability to have a single use?

4. Is there a reasonable economic use of the lots if unified?

5. What is the current zoning of each lot?

6. What is the physical size and appearance of the lots and how are adjacent properties used or developed?

7. What is the actual current use of the lots?

8. What is the possibility of the lots being used together in the next ten years?"

Analysis. 30-553 (c)(1). It is not applicable to the Property.

Code Section 30-553 (c)(2). "The [V]illage council shall not consider anything less than a platted lot to be the parcel of real property."

Analysis. The Property is a platted lot which meets the density of the Residential Single Family (R1/R1M) Zoning District.

Code Section 30-553 (d). "Once the relevant parcel is determined, the village council must analyze the following factors for that parcel:

(1)The economic impact of the regulation on the parcel; and. . ."

Analysis. Due to the scoring and ranking system implemented in the BPAS, the Code has effectively rendered the construction of a single-family home on the Property not possible for the previous four (4) years.

"(2) The extent to which the regulation has interfered with the applicant's investment-backed expectations for the parcel, including any relevant factors such as:

a. The history of the parcel (i.e., When was it purchased? How much land was purchased? Where was the parcel located? What was the nature of title? What was the natural character of the land and how was it initially used?) . . ."

Analysis. The Property was purchased for $450,000 via Warranty Deed on June 21, 2021, and is currently undeveloped. The Property is 6,000 square feet and has a scarified habitat map.

"b.The history of the development of the parcel (i.e., What was built on the parcel and by whom? How was it subdivided and to whom, when and at what price was it sold? What plats were applied for or approved? What infrastructure is in place?) . . ."

Analysis. The Property is in a legally platted subdivision recorded in Plat Book 3, Page 182. The Property is undeveloped, and both Village electricity and potable water services are available to serve the Property.

"c.The history of zoning and regulation (i.e., How, and when was the parcel classified? How was the use proscribed? What changes in classifications occurred?) . . ."

Between 1963 and 1986, the Property was zoned RU-1M-(Single-Family Residential Modified). After the effective date of the 1986 Monroe County Comprehensive Plan, the Property was zoned "Improved Subdivision" (IS), which established areas of low to medium

density residential uses characterized principally by single-family detached dwellings; the referenced zoning district permitted detached residential dwellings of all types, along with accessory structures. Since 2002, the Property has been zoned Residential Single Family (R1), which permits the development of one (1) single-family dwelling unit.

"d. How development changed when title was passed . . ."

Analysis. The Property has remained unchanged since the Property Owner purchased it.

"e. What is the present nature and extent of the use of the parcel . . ."

Analysis. Presently, the Property is undeveloped and meets the minimum lot size and density for the Residential Single Family (R1) zoning district in which it is located.

"f. What were the reasonable expectations of the landowner under Florida common law . . ."

Analysis. A landowner's reasonable expectations regarding the use and development of property are assessed in light of the property's condition, development potential, and applicable regulations at the time of acquisition. The owner bears the burden of demonstrating that the property has been deprived of all, or substantially all, economically beneficial use. This determination is inherently fact-specific and must be made on an individual basis, considering all relevant circumstances, including, but not limited to, the following factors:

1. Whether there is a physical invasion of the property.
2. The degree to which there is a diminution in value of the property. Or stated another way, whether the regulation precludes all economically reasonable use of the property.
3. Whether the regulation confers a public benefit or prevents a public harm.
4. Whether the regulation promotes the health, safety, welfare, or morals of the public.
5. Whether the regulation is arbitrarily and capriciously applied.
6. The extent to which the regulation curtails investment-backed expectations.

There is no set value assigned to any individual factor. In the instant case, the Property Owner purchased the Property in substantially the same state as it exists today. Under common law, evaluation of the factors should be made as they apply to the Property.

Here, there has been no physical invasion of the Property. The total value (per Monroe County Property Appraiser) of the Property is as follows:

TAX YEAR	Total Assessed Value (Before & After Date of Purchase)
2015 (Before Purchased)	$68,665
2021 (After Purchased)	$121,642
2022 (Entered BPAS)	$401,475
2023 (In BPAS)	$441,623
2024 (In BPAS)	$485,785
2025 (In BPAS)	$534,364
2026 values are pending	

The Comprehensive Plan regulations confer a public benefit by maintaining the character of the area and preserving the density of the area. The regulations promote the health, safety,

and welfare of the public by providing stability and preserving the natural conditions found in these areas. The regulations have been uniformly applied and there has been no arbitrary or capricious government action.

Given that the Property has been undeveloped since its purchase by the previous Property Owner, there is nothing to indicate the owner had any investment-backed expectations when the Property was purchased other than the submission of an application into the BPAS.

"g. What were the reasonable expectations of the neighboring landowners under Florida common law . . ."

Analysis. Neighboring landowners have the reasonable expectation that the land surrounding them will be developed in character with the existing development and land use and zoning regulations. The Property is currently undeveloped. It is reasonable to assume that the neighboring landowners could expect the development of a single-family dwelling unit but only after demonstration of compliance with the applicable regulations and the receipt of a required allocation through the BPAS.

"h. What was the diminution in the investment-backed expectations of the landowner, if any, after passage of the regulation; and . . ."

Analysis. The total assessed value of the Property in 2015 was $68,665. The Village's BPAS regulations were in effect at the time the Property Owner submitted the application into the BPAS and therefore do not result in a diminution in the investment-backed expectations of the Property Owner. Furthermore, prior to the adoption of the BPAS regulation, the Property was within the jurisdictional boundaries of Monroe County and was subject to the County's Rate of Growth Ordinance (ROGO).

"i. What was the appraised fair market value of the parcel immediately before and immediately after the effective date of the regulation?"

Analysis. The total assessed value of the Property in 1997 was $45,000. In 2002, the total assessed value was $45,000. In 2025, the Just Market Value of the Property, according to the Monroe County Property Appraiser's Office, is $551,460.

Additional Information provided by the Applicant:
- The Property Owner has complied with all requirements of the Building Permit Allocation System (BPAS).
- The BPAS application has not been withdrawn at any time.
- The Property Owner has not applied for a deferral.
- The Applicant, as stated, is seeking an allocation award.

Code Section 30-477(f). "Action by village council. At the conclusion of the public hearing, the Village Council may take any or a combination of the following actions:

(1) Grant the applicant an allocation award for all or part of the allocation requested in the next succeeding allocation period.
(2) Offer to purchase the property at its fair market value.
(3) Suggest such other relief as may be necessary and appropriate.

Analysis. The Village currently has five (5) allocations available for administrative relief.

Budget Impact:
Budget impact will be determined by the council's decision.

Staff Impact:
Staff impact will be determined by the council's decision.

Recommendation:
Staff recommends awarding the administrative relief allocation.

Attachments:
1. Reso 313 Woods Ave
2. PLAR20260089 Backup File

RESOLUTION NO. 26-

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST BY NATIVE CONSTRUCTION CONTRACTING LLC, AGENT FOR OWNERS, ROBERT R. AND SARAH W. RODRIGUEZ, FOR ADMINISTRATIVE RELIEF FROM THE VILLAGE BUILDING PERMIT ALLOCATION SYSTEM (BPAS) FOR PROPERTY LOCATED AT 313 WOODS AVE, PLANTATION KEY, AS LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR TRANSMITTAL TO THE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 30, Article IV, Division 11 "Building Permit Allocation System," Section 30-477 "Administrative Relief," of the Code of Ordinances (the "Code") of Islamorada, Village of Islands (the "Village"), Native Construction Contracting LLC., (the "Applicant") on behalf of Robert R. and Sarah W. Rodriguez ("Property Owners"), has applied to the Village Council for administrative relief from the Village Building Permit Allocation System (the "BPAS") for property located at 313 Woods Ave, having parcel ID number 00427430-000000 located in the Plantation Key Colony subdivision on Plantation Key, as legally described in Exhibit "A", and

WHEREAS, the Applicant applied through the BPAS on four (4) consecutive annual allocation periods and has failed to receive an allocation award; and

WHEREAS, Section 30-477(a) of the Village Code provides that the Applicant became eligible to apply for administrative relief between July 1, 2026, and October 29, 2026; and

WHEREAS, the Applicant submitted an application for administrative relief seeking approval to develop one (1) single-family residence on the Property ("Application"); and

WHEREAS, on September 8, 2026, a duly noticed public hearing was held by the Village Council to consider the application for administrative relief; and

WHEREAS, following the public hearing, upon review and examination of the record, the

Village Council finds that pursuant to the requirements of the Village Code and existing case law, the Application demonstrates a beneficial use providing economic benefit to the Property Owner.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Findings. The Village Council, having considered the testimony and evidence presented by all parties, including the Applicant, does hereby find and determine that:

(1) The hearing was properly noticed, the Application and the supporting documents and materials were properly before the Village Council for consideration, and all interested parties concerned in the matter were given the opportunity to be heard.

(2) The Application, based on the evaluation meets the standards set forth in Sections 30-477 and 30-553 of the Village Code to require remedial action to provide for administrative relief in the form of a building permit allocation.

Section 2. Conclusions of Law.

(1) That granting of the Application is consistent with the Village Code and will not be detrimental to the community as a whole.

(2) That in rendering its decision as reflected in this Resolution, the Village Council has:

a. Accorded procedural due process;

b. Observed the essential requirements of the law; and

c. Supported its decision by competent substantial evidence of record.

(3) Approval of administrative relief is hereby granted.

(4) Approval is also conditioned upon full and final payment of all fees owed to the Village, including but not limited to those owed pursuant to section 30-332 of the Village Code.

Section 3. **Transmittal To The Department Of Commerce.** Following the thirty (30) days after this Resolution is filed with the Village Clerk, the Resolution shall be transmitted to the Florida Department of Commerce ("DOC") pursuant to Chapter 73C-44.002 of the Florida Administrative Code. During the forty-five (45) days following the rendition to the DOC, the DOC may appeal this Resolution to the Florida Land and Water Adjudicatory Commission, and such an appeal shall stay the effectiveness of this Resolution until the appeal is resolved by agreement or order.

Section 4. **Effective Date.** This Resolution shall not take effect until (30) days after the date it is filed with the Village Clerk, during which time the Request herein shall be subject to appeal as provided in the Code. Additionally, following the expiration of the thirty (30) day period, this Resolution shall not be effective or acted upon by the Applicant until forty-five (45) days following the rendition to the Florida Department of Commerce ("DOC"), as provided in Chapter 73C-44.002 of the Florida Administrative Code. At the end of the forty-five (45) day period, if this resolution has not been reversed, then it will be effective immediately.

Remainder of this page intentionally left blank.

Motion to adopt by _____, seconded by _____.

FINAL VOTE AT ADOPTION

Mayor Don Horton ___

Vice Mayor Sharon Mahoney ___

Councilwoman Deb Gillis ___

Councilman Steve Friedman ___

Councilwoman Anna Richards ____

PASSED AND ADOPTED THIS 8th DAY OF SEPTEMBER 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:

_____
JOHN J. QUICK, VILLAGE ATTORNEY

This Resolution was filed in the Office of the Village Clerk of this ____ day of _____, 2026.

EXHIBIT "A"
(LEGAL DESCRIPTION)

Parcel ID: 00427430-000000 A/K 1525430

Lot 11, Block 7, PLANTATION KEY COLONY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, at Page 182, of the Public Records of Monroe County, Florida.

Address commonly known as: 313 Woods Ave, Islamorada, FL 33036

AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 06/25/2026

I hereby authorize Kelley Garcia, 100 Wrenn St Tavernier, FL 33070, 305-852-3116
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of Robert and Sarah Rodriguez
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

313 Woods Ave - Admin Relief
(Project Name / Application Type)

Property Address: 313 Woods Ave Tavernier, FL 33070

Real Estate Number(s): 00427430-000000

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: [signature] Sarah Rodriguez

Printed Name: Robert Rodriguez Sarah Rodriguez

STATE OF Florida

COUNTY OF Broward

Sworn to and subscribed before me by means of ✓ physical appearance or ___ online notarization, this 28th day of July, 2026, by Robert Rodriguez & Sarah Rodriguez (name of person signing the application) as Owner (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Agent Authorization letter (name of entity or party on behalf of whom application was executed).

[signature]
Signature of Notary Public –State of Florida

SEAL:

Notary Public State of Florida
Lilly Bank
My Commission HH 765507
Expires 2/15/2030

___Personally Known ✓ Produced Identification Type of ID FL Drivers License

Islamorada, Village of Islands
Planning & Development Services
86800 Overseas Highway, Islamorada, FL 33036
T: 305-664-6400, F: 305-664-6467

APPLICATION FOR ADMINISTRATIVE RELIEF

Pursuant to Code Section 30-477
Application Fee: $1,500.00

An application for administrative relief shall be filed with the Planning and Development Services Department **no earlier than the conclusion of the fourth annual allocation period and no later than 120 days following the close of the fourth annual allocation period.**

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. **See list of required submittals and documents below.**

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.
Name: Kelley Garcia
Mailing Address: 100 Wrenn St Tavernier FL 33070
Primary Phone: 305 852 3116 Fax:
Email: admin@nativeconstruction.com

PROPERTY OWNER:
Name: Robert & Sarah Rodriguez
Mailing Address: 2000 S Ocean Ln Apt 8 Ft Lauderdale FL 33316
Primary Phone: Fax:
Email:

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.
Physical Address: 313 Woods Ave Mile Marker: 90
Lot: 11 Block: 4 Subdivision: Plantation Key Colony
☑ Plantation Key ☐ Windley Key ☐ Upper Matecumbe Key ☐ Lower Matecumbe Key
Real Estate (RE) Number: 00427430-000000 Alternate Key: 1525430

CRITERIA FOR ADMINISTRATIVE RELIEF: Has the applicant complied with all requirements of the building permit allocation system (BPAS)? ☑ Yes ☐ No
Comments:

Has the subject application been withdrawn at any time? ☐ Yes ☑ No
Comments:

Has the subject application been considered in at least four (4) consecutive annual allocation periods and failed to receive an allocation award? Please provide appropriate information below.
Date of most recent BPAS application: 4/26/22 Permit Number: 202200078

Application for Administrative Relief

What type of administrative relief are you seeking? Please check a box.

☑ Allocation award ☐ Purchase of property at fair market value

☐ Other (please specify): _____

Please provide responses to the following:

Pursuant to Code Sections 30-552 and 30-553, in making the proposed beneficial use determination, the Village Council will consider, in addition to those guidelines in the comprehensive plan, the following:

1. Whether the comprehensive plan or land development regulations in effect at the time of the filing of the beneficial use application are rationally related to a legitimate government interest. The lot is residential.

2. Whether the comprehensive plan or land development regulations in effect at the time of the filing of the beneficial use application deny all reasonable economic use of the parcel of real property. Yes, the property is zoned RIM and can't be used for it's intended purpose (SFR) without allocation.

3. Relevant parcel. **(IF APPLICABLE)**
   a. Platted lots: If an applicant owns more than one platted lot, a question may exist as to whether more than one of the applicant's platted lots should be considered together as one parcel for the beneficial use determination. In determining the relevant parcel, the Village Council should focus on "the parcel as a whole" and not on particular segments or portions of the parcel. The Village Council shall consider three factors to determine whether individual platted lots should be combined and considered as one parcel for the purpose of the beneficial use determination:

      1. The "physical contiguity" of the lots: NA

      2. The "unity of ownership" of the lots (i.e., does the applicant own all of the lots in question): NA

      3. The "unity of use" between the lots, i.e., platted urban lots should generally be considered as separate uses, but can be combined for purposes of a beneficial use determination if the lots are part of a larger property, based on an analysis of the following factors, which must be applied to the particular facts and circumstances on a case-by-case basis:

         i. Was it the intent of the landowner to use the lots for a single use? NA

         ii. What is the suitability of the lots for a single or separate use versus a combined use? NA

iii. Are the lots dependent on each other for the ability to have a single use? NA

iv. Is there a reasonable economic use of the lots if unified? NA

v. What is the current zoning of each lot? NA - RIM

vi. What is the physical size and appearance of the lots and how are adjacent properties used or developed? The lot is 6000 sq ft, East & West have SFR's in Zone RIM, South has SFR in Zone RI, and North is a canal.

vii. What is the actual current use of the lots? Vacant Residential

viii. What is the possibility of the lots being used together in the next ten years? NA

b. The Village Council shall not consider anything less than a platted lot to be the parcel of real property.

4. Once the relevant parcel is determined, the Village Council must analyze the following factors for that parcel:

a. The economic impact of the regulation on the parcel; and

b. The extent to which the regulation has interfered with the applicant's investment-backed expectations for the parcel, including any relevant factors such as:

1. The history of the parcel (i.e., When was it purchased? How much land was purchased? Where was the parcel located? What was the nature of title? What was the natural character of the land and how was it initially used?): The land was purchased on 6/21/21 for $450,000 and is located in Plantation Key. The land was and still is vacant.

2. The history of the development of the parcel (i.e., What was built on the parcel and by whom? How was it subdivided and to whom, when and at what price was it sold? What plats were applied for or approved? What infrastructure is in place?): The land is vacant and has had no improvements.

3. The history of zoning and regulation (i.e., How and when was the parcel classified? How was the use proscribed? What changes in classifications occurred?):
The Land is Zoned RIM

4. How development changed when title was passed: The property has been unchanged from purchase date.

5. What is the present nature and extent of the use of the parcel: The parcel is vacant.

6. What were the reasonable expectations of the landowner under Florida common law:
The expectations, given the zoning & taxable value is the building of a SFR.

7. What were the reasonable expectations of the neighboring landowners under Florida common law:
Same as above

8. What was the diminution in the investment-backed expectations of the landowner, if any, after passage of the regulation: NA

9. What was the appraised fair market value of the parcel immediately before and immediately after the effective date of the regulation: The market value in 2020 was $212,100 and in 2022 it was $401,475.

Please submit the following with all applications:

- [x] Correct fee (check or money order to "Islamorada, Village of Islands")
- [x] Current property record card from the Monroe County Property Appraiser
- [x] Proof of ownership (i.e. warranty deed)

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

4

4

4

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Signature of Applicant

Date 07/17/26

Print Name: Robert & Sarah Rodriguez

STATE OF Florida

COUNTY OF Brevard

Sworn to and subscribed before me by means of ✓ physical appearance or ___ online notarization, this 17 day of July 2026, by Robert & Sarah Rodriguez (name of person signing the application) as owner (type of authority e.g. officer, manager / member, trustee, attorney in fact) for residence (name of entity or party on behalf of whom application was executed).

Signature of Notary Public

SEAL:

~~Personally Known~~ ☒ Produced Identification

Type of ID FL Driver's Lic

FANNY LEON
Notary Public - State of Florida
Commission # HH 572857
My Comm. Expires Jul 24, 2028
Bonded through National Notary Assn.

Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00427430-000000
Account#	1525430
Property ID	1525430
Millage Group	50VI
Location Address	313 WOODS Ave, PLANTATION KEY
Legal Description	BK 7 LT 11 PLANTATION KEY COLONY PB3-182 PLANTATION KEY OR385-1071 OR790-481 OR960-1780 OR1706-754 OR1706-755 OR3107-2120 (Note: Not to be used on legal documents.)
Neighborhood	1641
Property Class	VACANT RES (0000)
Subdivision	PLANTATION KEY COLONY
Sec/Twp/Rng	05/63/38
Affordable Housing	No



Owner

RODRIGUEZ ROBERT R
2000 S Ocean Ln
Apt 8
Fort Lauderdale FL 33316

RODRIGUEZ SARAH W
2000 S Ocean Ln
Apt 8
Fort Lauderdale FL 33316

Valuation

		2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values	2020 Certified Values
+	Market Improvement Value	$0	$0	$0	$0	$0	$0
+	Market Misc Value	$0	$0	$0	$0	$0	$0
+	Market Land Value	$551,460	$551,460	$551,460	$401,475	$212,100	$212,100
=	Just Market Value	**$551,460**	**$551,460**	**$551,460**	**$401,475**	**$212,100**	**$212,100**
=	Total Assessed Value	**$534,364**	**$485,785**	**$441,623**	**$401,475**	**$121,642**	**$110,584**
-	School Exempt Value	$0	$0	$0	$0	$0	$0
=	School Taxable Value	**$551,460**	**$551,460**	**$551,460**	**$401,475**	**$212,100**	**$212,100**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$551,460	$0	$0	$551,460	$485,785	$0	$551,460	$0
2023	$551,460	$0	$0	$551,460	$441,623	$0	$551,460	$0
2022	$401,475	$0	$0	$401,475	$401,475	$0	$401,475	$0
2021	$212,100	$0	$0	$212,100	$121,642	$0	$212,100	$0
2020	$212,100	$0	$0	$212,100	$110,584	$0	$212,100	$0
2019	$136,350	$0	$0	$136,350	$100,531	$0	$136,350	$0
2018	$136,350	$0	$0	$136,350	$91,392	$0	$136,350	$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL CANAL UNPERMITTED (01CM)	6,000.00	Square Foot	50	120

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Grantor	Grantee
6/21/2021	$450,000	Warranty Deed	2326880	3107	2120	01 - Qualified		
6/21/2001	$50,000	Warranty Deed		1706	0754	Q - Qualified		

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
PRBLD202101150	08/30/2021	Completed	$1,000	Residential	FENCE 72 LF

View Tax Info

View Taxes for this Parcel

Photos



Map

Map image

TRIM Notice

2025 TRIM Notice (PDF)

No data available for the following modules: Buildings, Yard Items, Sketches (click to enlarge).

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 6/25/2026, 11:13:58 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

Prepared by and return to:
Joe Miklas, P.A.
88765 Overseas Highway
Tavernier, FL 33070
305-852-7225
File Number: **21-0427**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 21st day of **June, 2021** between **Juan Carlos Quintanilla and Marielena Barreto-Quintanilla, formerly known as Marielena Barreto, husband and wife** whose post office address is **3100 SW 81st Street, Miami, FL 33155**, grantor, and **Robert R. Rodriguez and Sarah W. Rodriguez, husband and wife** whose post office address is **2000 S Ocean Lane #8, Fort Lauderdale, FL 33316**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

Lot 11, Block 7, PLANTATION KEY COLONY SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 3, at Page 182, of the Public Records of Monroe County, Florida.

Parcel Identification Number: 00427430-000000 A/K 1525430

Address commonly known as: 313 Woods Ave, Islamorada, FL 33036

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2020**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

SIGNATURES AND NOTARY ON FOLLOWING PAGE

JCQ MR

DoubleTime®

Signed, sealed and delivered in our presence:

Witness Name: Joseph M. KLAS

Witness Name: Shelley M. KLAS

Juan Carlos Quintanilla (Seal)

Witness Name: Joseph M. KLAS

Witness Name: Shelley M. KLAS

Marielena Barreto-Quintanilla (Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of [X] physical presence or [_] online notarization, this 21st day of June, 2021 by Juan Carlos Quintanilla and Marielena Barreto-Quintanilla, who [_] are personally known or [X] have produced a driver's license as identification.

[Notary Seal]

JOSEPH MIKLAS
MY COMMISSION # GG 249825
EXPIRES: October 27, 2022
Bonded Thru Notary Public Underwriters

Notary Public

Printed Name: Joseph Miklas

My Commission Expires: October 27, 2022

DocuSign Envelope ID: 76A69657-C844-4D62-BB24-77792ADC73C9

Coral Reef Title Company

BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan

1. ☐ FHA 2. ☐ RHS 3. ☐ Conv. Unins.
4. ☐ VA 5. ☐ Conv. Ins.

6. File Number	7. Loan Number	8. Mortgage Insurance Case Number
20-6045		

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

D. Name and Address of Buyer	E. Name and Address of Seller	F. Name and Address of Lender
Robert R. Rodriguez **Sarah W. Rodriguez** **2000 S. Ocean Lane #8** **Ft Lauderdale, FL 33316**	**Juan Carlos Quintanilla** **Marielena Barreto** **3100 SW 81st Ave** **Miami, FL 33155**	

G. Property Location	H. Settlement Agent	I. Settlement Date
313 Woods Ave **Islamorada, FL 33036** **LT 11 BK 7 PLANTATION KEY COLONY** **Monroe**	**Coral Reef Title Company** **85999 Overseas Hwy, Islamorada FL 33036** Place of Settlement **85999 Overseas Hwy** **PO Box 318** **Islamorada, Florida 33036**	**06/21/2021** DD: **06/21/2021**

J. SUMMARY OF BUYER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. GROSS AMOUNT DUE FROM BUYER		**400. GROSS AMOUNT DUE TO SELLER**	
101. Contract sales price	450,000.00	401. Contract sales price	450,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (line 1400)	2,983.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. to		406. to	
107. County taxes to		407. County taxes to	
108. Solid waste/wastewater to		408. Solid waste/wastewater to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BUYER	452,983.50	**420. GROSS AMOUNT DUE TO SELLER**	450,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER		**500. REDUCTIONS IN AMOUNT TO SELLER**	
201. Deposit or earnest money	10,000.00	501. Excess Deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	3,530.00
203. Existing loan(s) taken subject to		503. Existing loans taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. to		510. to	
211. County taxes 01/01 to 06/21	633.65	511. County taxes 01/01 to 06/21	633.65
212. Solid waste/wastewater to		512. Solid waste/wastewater to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY / FOR BUYER	10,633.65	**520. TOTAL REDUCTION AMOUNT DUE SELLER**	4,163.65
300. CASH AT SETTLEMENT FROM OR TO BUYER		**600. CASH AT SETTLEMENT TO OR FROM SELLER**	
301. Gross amount due from buyer (line 120)	452,983.50	601. Gross amount due to seller (line 420)	450,000.00
302. Less amounts paid by/for buyer (line 220)	10,633.65	602. Less reduction amount due to seller (line 520)	4,163.65
303. CASH FROM BUYER	442,349.85	**603. CASH TO SELLER**	445,836.35

DS DS

JCQ MB

DocuSign Envelope ID: 76A69657-C844-4D62-BB24-77792ADC73C9

BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

File Number: 20-8045

	L. SETTLEMENT CHARGES:					PAID FROM BUYER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700.	**TOTAL SALES/BROKER'S COMMISSION based on price $**			@	=		
	Division of commission (line 700) as follows:						
701.	$	to					
702.	$	to					
703.	Commission paid at Settlement						
704.							
800.	**ITEMS PAYABLE IN CONNECTION WITH LOAN**				P.O.C.		
801.	Loan Origination Fee	%					
802.	Loan Discount	%					
803.	Appraisal fee	to					
804.	Credit report	to					
805.	Lender's inspection fee	to					
806.	Mtg. ins. application fee	to					
807.	Assumption fee	to					
808.							
809.							
810.							
811.							
812.							
813.							
814.							
815.							
900.	**ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE**						
901.	Interest from	to	@$	/day			
902.	Mortgage insurance premium		to				
903.	Hazard insurance premium		yrs. to				
904.							
905.							
1000.	**RESERVES DEPOSITED WITH LENDER FOR**						
1001.	Homeowner's insurance	mo. @$		/ mo.			
1002.	Mortgage insurance	mo. @$		/ mo.			
1003.	City property taxes	mo. @$		/ mo.			
1004.	County property taxes	mo. @$		/ mo.			
1005.	Annual Assessments	mo. @$		/ mo.			
1006.		mo. @$		/ mo.			
1007.		mo. @$		/ mo.			
1008.	**Aggregate Reserve for Hazard/Flood Ins, City/County Prop Taxes, Mortgage Ins & Annual Assessments**						
1100.	**TITLE CHARGES**						
1101.	Settlement or closing fee	to	**Coral Reef Title Company**				
1102.	Abstract or title search	to	**Coral Reef Title Company**			**350.00**	
1103.	Title examination	to				**290.00**	
1104.	Title insurance binder	to					
1105.	Document preparation	to					
1106.	Notary fees	to					
1107.	Attorney's fees	to	**Joe Miklas PA**				
	(includes above item No:			)			**350.00**
1108.	Title insurance	to	**Chicago Title Insurance Company (CTIC)**			**2,325.00**	
	(includes above item No:			)			
1109.	Lender's coverage						
1110.	Owner's coverage	**450,000.00 — 2,325.00**					
1111.							
1112.	**Outgoing wire fee**		**Coral Reef Title Company**				
1113.							**30.00**
1200.	**GOVERNMENT RECORDING AND TRANSFER CHARGES**						
1201.	Recording fees	Deed $	**18.50**	; Mortgage $	; Releases $	**18.50**	
1202.	City/county/stamps	Deed $		; Mortgage $			
1203.	State tax/stamps	Deed $	**3,150.00**	; Mortgage $			
1204.							**3,150.00**
1205.							
1300.	**ADDITIONAL SETTLEMENT CHARGES**						
1301.	Survey	to					
1302.	Pest inspection	to					
1303.							
1304.							
1305.							
1306.							
1307.							
1308.							
1400.	**TOTAL SETTLEMENT CHARGES**	(enter on lines 103 and 502, Sections J and K)				**2,983.50**	**3,530.00**

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further [illegible] have received a copy of the Settlement Statement.

DocuSigned by:

Robert R. Rodriguez
33990DFBC39249F...

Sarah W. Rodriguez
9E25163EAB5E454...

Juan Carlos Quintanilla

Marielena Barreto

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Coral Reef Title Company

Date

DocuSign Envelope ID: 76A69657-C844-4D62-BB24-77792ADC73C9

Closing Statement Addendum

Seller:	**Juan Carlos Quintanilla and Marielena Barreto-Quintanilla, formerly known as Marielena Barreto, husband and wife**
Buyer:	**Robert Rodriguez and Sarah Rodriguez, husband and wife**
Property:	**313 Woods Ave, Plantation Key, FL**
Closing Agent:	**Coral Reef Title**
Closing Date:	**June 21, 2021**
File Number:	**21-0427**

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.Title insurance does not protect the buyers against the below listed items. The seller herein acknowledges responsibility for any sums accruing under said items prior to the date of closing and buyers acknowledge responsibility for said items accruing from the date of closing onward. Any sums due not shown on the closing statement will be resolved between the buyers and seller herein:
A) Any unpaid utility bills B) Any unpaid trash pickup or trash removal fees C) Any unpaid personal property tax D) Any unpaid special assessment liens due the city or the county which are not recorded under Official Records Book and Page and Clerk's File Number in the county records E) Any special assessments or maintenance liens due an association not recorded in the county records
The buyers herein have performed and have received all ordered inspections on the property, and shall not hold JOE MIKLAS P.A. responsible in any way for the content or lack thereof in connection therewith.

HOMEOWNER'S/CONDOMINIUM ASSOCIATIONS: The Buyer(s) acknowledge(s) the existence of any homeowner's and/or condominium association(s) and is aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions. The Buyer hereby acknowledges receipt of a copy of any association estoppel letters for the subject transaction.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

DocuSigned by:
Robert Rodriguez

DocuSigned by:
Sarah Rodriguez

Seller:

Juan Carlos Quintanilla

Marielena Barreto-Quintanilla

AGREEMENT BETWEEN BUYER AND SELLER, COMPLIANCE AGREEMENT AND NON-COERCION STATEMENT

BUYER: **Robert R. Rodriguez and Sarah W. Rodriguez**

SELLER: **Juan Carlos Quintanilla and Marielena Barreto**

PROPERTY: **313 Woods Ave, Islamorada, FL 33036**

The undersigned Buyers and Sellers for and in consideration of Coral Reef Title Company (the "Closing Agent) disbursing the funds for the closing of the transaction (the "Closing") agree, if required by Closing Agent to fully cooperate and adjust for clerical errors on any or all closing documentation. Said adjustments to be made if deemed necessary or desirable in the reasonable discretion of the Closing Agent. The undersigned further agree to cooperate fully with Closing Agent in all efforts to assure that required sums for closing are collected and they will immediately upon written or verbal notification make any required corrections or pay additional monies required. In the event that Closing Agent in its efforts to correct documents or collect additional sums required to complete this purchase transaction should incur legal, attorneys and/or court case costs, the responsible party shall be responsible to reimburse Closing Agent for said costs.

Buyers further acknowledge that neither sellers nor any other party to the closing directly or indirectly "required" the buyers to use the services or any particular or specific title company or settlement agent as such terms are defined in 12 U.S.C. 2601 and Regulation X Promulgated in connection herewith.

Sometimes recording fees and courier/express mail fees may vary due to the unknown amounts at the time of closing. Therefore, the parties acknowledged hereto, that monies collected for recording and courier/express mail fees may be more or less than the amount collected on the closing statement. Any shortfalls or overages shall be considered the cost of doing business. Closing Agent will neither refund nor collect said differences.

It is agreed by the undersigned that the proration of real estate taxes stated in the closing settlement statement prepared by Coral Reef Title Company is based on the best information available from the taxing authorities at the time of closing. The pro-ration of real estate taxes for this transaction is based on **$1,352.53.** Should any action by the taxing authorities result in a difference in the final real estate taxes, which indicates an adjustment would be in order in either the buyer's or seller's favor, it is understood and agreed that Coral Reef Title Company accepts no responsibility for such adjustments, and buyer and seller will adjust such differences among themselves and to promptly pay all additional sums owing.

Seller acknowledges full responsibility for prompt payment of any and all waste, water and/or sewer and utility charges that may have been assessed against this property prior to the closing date, and herein certifies that said bills will be paid in a timely fashion in order to keep a lien from being placed on the property. Charges for water, gas, rents, electricity, telephone, licenses and intangible personal property taxes are not adjusted, unless noted on the closing statement. Coral Reef Title Company is not responsible or liable for these items, and buyer acknowledges that there is no title insurance protection for these items.

According to the terms set forth in the Contract between the parties, the Buyers have had an opportunity to order inspections, surveys, appraisals, etc, and review permits, plans and code enforcement matters, if any. Additionally, the Buyers have performed a "walk-through" inspection of the property (or relied on a third party to perform the inspection) and the Buyers accept the property in its as-is condition, and shall hold Coral Reef Title Company, its officers and employees harmless in any way regarding the condition of the property.

Coral Reef Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Coral Reef Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. The undersigned hereby acknowledge and consent to the deposit of the escrow money in a financial institution with which Coral Reef Title Company has or may have other banking relationships and further consent to the retention by Coral Reef Title Company and/or its affiliates of any and all benefits Coral Reef Title Company and/or affiliates may receive from such financial institutions by reason of their maintenance of escrow accounts.

Date: 06/21/21

BUYERs: DocuSigned by: **Robert R. Rodriguez** DocuSigned by: **Sarah W. Rodriguez**

SELLERs: **Juan Carlos Quintanilla** **Marielena Barreto**

F:\CLOSINGDOCS\AGREEMENT

Council Communication

To: Mayor and Village Council
From: Daniel Parobok, Assistant Planning Director
Date: September 8, 2026
SUBJECT: **Ordinance Amending Future Land Use Map for 80839 Old Hwy Second Reading TAB 17**

Background:
The applicant, James Lupino, Esq. on behalf of the property owners Robert E. Mau Florida Residence Trust 05/01/2017 and Kathy G. Mau Florida Residence Trust05/01/2017, has submitted a map amendment application requesting approval for a Future Land Use Map (FLUM) Amendment from Residential High (RH) to Residential Medium (RM) on the subject properties, located at 80839 Old Highway, having Parcel ID# and 00096240-000100 and 80739 Old Highway, having Parcel ID#00096240-000000 ("Properties"), comprising approximately 2.75 acres of land area. The current use of the Properties are residential, with a single-family home, pool, and other hardscaping located on each. This FLUM amendment has a companion application for a Zoning Map Amendment, which proposes a change from Multifamily (MF) District to Settlers Residential (SR) District, and the FLUM amendment cannot be approved without approval of the companion Zoning Map Amendment. The applicant's agent has submitted a needs analysis detailing the map amendment request.

This item was heard at the May 18, 2026, Local Planning Agency meeting and received a unanimous recommendation for approval.

The subject Properties currently have existing Residential High (RH) and Residential Medium (RM) FLUM designations. The properties to the north, across Old Highway, are designated Mixed Use (MU). Nearby properties to the east are designated Residential Medium (RM). The properties to the west are designated Residential High (RH). The character of the surrounding area is mostly residential with some commercial uses to the north, across Old Highway.

The Properties are mostly scarified and contain no protected habitat. The Properties are not recognized as habitat to any state or federal listed animal species. Pursuant to the Village's GIS data and records, the Properties do not contain any mapped habitats.

This item was heard at the June 11, 2026, Land Use Village Council meeting. The item passed by unanimous approval.

Analysis:
Pursuant to Section 30-691, the purpose of the Settlers Residential (SR) zoning district is to protect the unique residential character of the pre-FIRM single-family neighborhoods within and adjacent to the Upper Matecumbe village activity center. Single-family or multifamily residential uses, homeowners parks, and municipal utilities infrastructure are permitted uses.

The proposed FLUM amendment would alter the development potential of the subject Properties. The following table is a comparison of the maximum residential density between the existing RH FLUM and the proposed RM FLUM.

Existing FLUM Category	**Maximum Residential Density**	**Maximum Non-Residential Intensity (FAR)**
Residential High (RH)		
Single Family	6 units per acre	-
TDRs or Affordable Housing	12 units per acre	-
Proposed FLUM Category	**Maximum Residential Density**	**Maximum Non-Residential Intensity (FAR)**
Residential Medium (RM)		
Single Family	1 unit per lot	-
Duplex	2 units per lot	-
Triplex for Affordable Housing	3 units per lot	-
Fourplexes for Affordable Housing	4 units per lot	-

Maximum Residential Density: The proposed RM FLUM designation would decrease market-rate residential density from 6 units per acre to one single family unit or two units (duplex) per lot. The proposed RM FLUM designation would decrease affordable housing residential density from 12 units per acre to 3 units (Triplex) or up to 4 units (Fourplex) per lot.

Impact on Public Facilities: The request for a FLUM change is to bring an already developed site into conformance with the existing use. There is no anticipated additional impact on public facilities.

Wastewater: The Village has adopted level of service (LOS) standards for wastewater management systems as required by Federal and State regulations. Currently, any permitted or replacement on-site wastewater treatment facility with a design flow less than or equal to 100,000 gallons per day (GPD) within the Village must comply with the 10/10/10/1 Best Available Technology (BAT) standard, as well as require approval from the Monroe County Health Department and/or the Florida Department of Environmental Protection.

Potable Water: The Village has adopted LOS standards for potable water. The LOS standard for the Village are 371.7 gallons per equivalent residential unit (ERU) per day. Based on water use data provided by FKAA, the current amount of water consumed by an ERU in Monroe County is 219.42 gallons per day (GPD). Therefore, the actual demand is lower than the Village's LOS standard for ERUs of 371.7 GPD.

Solid Waste: The Village has adopted LOS standards for solid waste management. Pursuant to Comprehensive Plan Policies 4-1.1.4 and 9-1.2.3, minimum disposal quantity is 12.2 pounds per day per equivalent residential unit (ERU). The Village's solid waste LOS also requires that sufficient capacity shall be available at a solid waste disposal site to accommodate all existing and approved development for a period of three years from the projected date of completion of the proposed development or use. Islamorada has no facilities within its jurisdiction for the disposal of solid waste. All solid waste generated from the Village is currently managed through a contract with Island Disposal and disposed of through existing authorized Monroe County and Miami-Dade County solid waste facilities.

Stormwater: The Village has adopted LOS standards for stormwater management as currently mandated by State agencies, as defined in the Village's adopted Stormwater Management Master Plan, and as implemented in the Village's LDRs and Stormwater Design Criteria Technical Manual. Any additional development associated with the proposed FLUM amendment would be subject to these standards and is required to meet or exceed them as a condition of development approval.

Recreation and Open Space: The Village has adopted a minimum LOS standard for recreation and open space of 3.79 acres per 1,000 population, pursuant to Comprehensive Plan Policy 9-1.2.3. According to the Village's most recent Public Facilities Capacity Assessment, there is an estimated functional population of 11,280 persons in 2012. Therefore, 42.75 acres of recreation and open space are required to meet the adopted LOS. The existing supply of recreation and open space area in the Village is 132.3 acres, which exceeds the adopted LOS standard and provides for 11.73 acres per 1,000 persons. Therefore, the proposed FLUM amendment is not projected to decrease the existing recreation and open space LOS below the adopted standards, as provided in Comprehensive Plan Policy 9-1.2.3.

Roadways: The Village has adopted minimum LOS standards for roadways, pursuant to Comprehensive Plan Policy 9-1.2.3. The Property is located adjacent to Overseas Highway which shall have sufficient available capacity to operate at or above LOS as measured by peak hours volumes at all intersections including but not limited to all intersections of U.S.1.

Schools: The Comprehensive Plan does not establish a LOS standard for schools, but Monroe County and state law require that school classroom capacity be available to accommodate all school-age children generated by proposed development or use. According to the 2012 Monroe County Public Facilities Capacity Assessment Report, all schools have adequate capacity to serve the growth anticipated in 2012 at the County's adopted LOS standard.

Compatibility with Comprehensive Plan Policies:

Policy 1-1.1.1: Protect Residential Areas From Incompatible Development
Policy 1-2.1.4: Restrict Density And Intensity Of Development
Policy 1-2.1.14: Criteria for Future Land Use Map (FLUM) Amendments
Policy 1-2.3.3: Residential Medium (RM)

Comprehensive Plan Policy 1-1.11: Protect Residential Areas From Incompatible Development. The policy states that stable residential areas shall be protected from encroachment by incompatible development.

Analysis. The proposed amendment protects the surrounding Residential Medium (RM) areas from the higher allowable density of Residential High (RH). The proposed amendment changes an area of RH that is surrounded on three sides by RM. The higher density allowed by RH is not compatible with the current use of the Properties, which is single family residential.

Comprehensive Plan Policy 1-2.1.4: Restrict Density And Intensity Of Development. The policy states that the maximum range of allocated density and/or intensity (FAR) stated in the Comprehensive Plan and in the Land Development Regulations, for permitted uses in each future land use map category shall not exceed the thresholds established in accordance with the policy.

Analysis. The proposed amendment neither increases the density nor intensity of development on the subject Properties. The proposed amendment decreases the maximum density based on the companion FLUM amendment to amend the FLUM on a portion of the Properties from Residential High (RH) to Residential Medium (RM). By proposing this change, the density decreases from 12 units per acre to one single family unit, two units (duplex), or up to 4 affordable units (affordable quadplex) per lot.

Comprehensive Plan Policy 1-2.1.14: Criteria for Future Land Use Map (FLUM) Amendments. The policy states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

Analysis. It is the staff's opinion that is request is compatible with the two policies as it does not result in an adverse community change. A portion of the Properties exists as a single-family residence and the other portion used to contain large communication equipment prior to the combination of the properties. The change has been requested to bring the Properties into compliance with the current use, under a single zoning district.

Comprehensive Plan Policy 1-2.3.3: Residential Medium (RM). The policy states that this designation is intended to provide stable, single family neighborhoods and allow for uses which further the peaceful enjoyment and high quality residential character valued by Village residents. Areas designated Residential Medium (RM) on the Future Land Use Map shall include one (1) single family unit on one (1) lot of record, and duplexes. Duplexes shall only be permitted in Zoning Districts where legally permitted duplexes currently exist. Notwithstanding the density limitations, duplexes or two (2) single-family deed-restricted detached dwelling units, triplexes or three (3) single-family deed-restricted detached dwelling units, and fourplexes or four (4) single-family deed-restricted detached dwelling units shall be permitted on RM lots fronting U.S. 1, pursuant to the Building Permit Allocation System, if approved as affordable housing. The RM Future Land Use Map designation shall allow home occupations. Supportive community facilities ancillary to the residential uses may be located within areas designated RM. The Land Development Regulations shall provide regulatory procedures for considering the above-noted uses.

Analysis. The existing single-family use is in compliance with this policy. Any future development will be held to all applicable policies and land development regulations.

Compatibility with the Principles for Guiding Development:

The following shall be the principles with which any plan amendments must be consistent pursuant to the Florida Keys Area of Critical State Concern designation as set out in Chapter 380.0552(7), Florida Statutes.

Please note, the criterion is provided and staff response is provided immediately below. The Applicant has provided his responses to the criteria in his analysis attached.

(a) Strengthening local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the

area of critical state concern designation.

Village Staff Response:
The proposed FLUM is consistent with Principle (a) of the Principles for Guiding Development the lot is already developed and in use as single family residential.

(b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.

Village Staff Response:
The proposed FLUM is consistent with Principle (b) of the Principles for Guiding Development as there would be no negative impact on shoreline or marine resources.

(c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, hardwood hammocks and pinelands), dune ridges and beaches, wildlife, and their habitat.

Village Staff Response:
The proposed FLUM is consistent with Principle (c) of the Principles for Guiding Development. The Properties do not contain any protected habitat.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

Village Staff Response:
The proposed FLUM is consistent with Principle (d) of the Principles for Guiding Development. Bringing the subject Properties' zoning into conformance with its current use would support the maximum well-being of the Florida Keys citizens and the economic health of the area.

(e) Limiting the adverse impacts of development on the quality of water throughout the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (e) of the Principles for Guiding Development as there is no impact to the quality of water throughout the Florida Keys.

(f) Enhancing natural scenic resources, promote the aesthetic benefits of the natural environment, and ensure that development is compatible with the unique historic character of the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (f) of the Principles for Guiding Development. Any future development will adhere to all applicable Land Development Regulations and Comprehensive Plan Policies and Objectives.

(g) Protecting the historical heritage of the Florida Keys.

Village Staff Response:
The proposed FLUM is consistent with Principle (g) of the Principles for Guiding Development as there are no known archaeological or historical artifacts on the Properties.

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

1. *The Florida Keys Aqueduct and water supply facilities;*
2. *Sewage collection, treatment and disposal facilities;*
3. *Solid waste treatment, collection and disposal facilities;*
4. *Key West Naval Air Station and other military facilities;*
5. *Transportation facilities;*
6. *Federal parks, wildlife refuges, and marine sanctuaries;*
7. *State parks, recreation facilities, aquatic preserves, and other publicly owned properties;*
8. *City electric service and the Florida Keys Electric Co-op; and*
9. *Other utilities, as appropriate.*

Village Staff Response:
The proposed FLUM is consistent with Principle (h) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely impact the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments.

(i) Protecting and improving water quality by providing for the construction, operation, maintenance, and replacement of stormwater management facilities; central sewage collection; treatment and disposal facilities; and the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

Village Staff Response:
The proposed FLUM is consistent with Principle (i) of the Principles for Guiding Development. The proposed FLUM amendment would not adversely affect storm water management facilities, central sewage collection, treatment and disposal facilities, or the installation and proper operation and maintenance of onsite sewage treatment and disposal systems.

(j) Ensuring the improvement of nearshore water quality by requiring the construction and operation of wastewater management facilities that meet the requirements of § 381.0065(4)(1) and 403.086(10), as applicable, and by directing growth to areas served by central wastewater treatment facilities through permit allocation systems.

Village Staff Response:
The proposed FLUM is consistent with Principle (j) of the Principles for Guiding Development. Any future development will adhere to all applicable Land Development Regulations and Comprehensive Plan Policies and Objectives.

(k) Limiting the adverse impacts of public investments on the environmental resources of the Florida Keys.

Village Staff Response:
The proposed FLUM amendment will not have adverse impacts on the environmental resources of the Florida Keys. The Properties do not contain any protected habitat.

(l) To make available adequate affordable housing for all sectors of the population of the Florida Keys.

Village Staff Response:

The proposed FLUM is consistent with Principle (l) of the Principles for Guiding Development as there will be no impact.

(m) To provide adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan.

Village Staff Response:
The proposed FLUM is consistent with Principle (m) of the Principles for Guiding Development. The proposed FLUM amendment would not affect the provision of adequate alternatives for the protection of public safety and welfare in the event of a natural or manmade disaster and for a post-disaster reconstruction plan. Furthermore, all structures built within the Village must meet the requirements of the Village's Code of Ordinances and the Florida Building Code.

(n) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique Florida resource.

Village Staff Response:
The proposed FLUM is consistent with Principle (n) of the Principles for Guiding Development. The proposed FLUM amendment would not negatively affect the health, safety, or welfare of the citizens of the Florida Keys.

Budget Impact:
None.

Staff Impact:
None.

Recommendation:
Staff has reviewed the request for FLUM Amendment from Residential High to Residential Medium and determined that the request meets the criteria. Therefore, staff recommends approval of the map amendment on second reading.

Attachments:
1. 80839 Old ORD FLUM jd edits
2. MergedDocument (1)

ORDINANCE NO. 26-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF JAMES S LUPINO, ESQ, AGENT FOR ROBERT E. MAU FLORIDA RESIDENCE TRUST 05/01/2017 AND KATHY G. MAU FLORIDA RESIDENCE TRUST 05/01/2017 TO AMEND THE VILLAGE'S FUTURE LAND USE MAP FROM RESIDENTIAL HIGH (RH) TO RESIDENTIAL MEDIUM (RM) FOR THE SUBJECT PROPERTIES, ON OLD HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00096240-000000 AND 00096240-000100 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Future Land Use Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the applicant, James S Lupino, Esq, agent for Robert E. Mau Florida Residence Trust 05/01/2017 and Mau Kathy G. Mau Florida Residence Trust 05/01/2017, has requested an official Future Land Use Map amendment from Residential High (RH) to Residential Medium (RM) for a parcel consisting of approximately 2.75 acres of land, with Real Estate numbers 00096240-000000 and 00096240-000100 ("Properties"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Village Code"), the Village Local Planning Agency publicly considered the Future Land Use Map Amendment during a duly noticed public hearing held on April 13, 2026; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearings has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Future Land Use Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Future Land Use Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to adopt the proposed Future Land Use Map Amendment in accordance with State law.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval/Denial of Future Land Use Map Amendment. The Official Future Land Use Map Amendment is hereby **approved/denied** as part of the Official Future Land Use Map of the Village. A copy of the Official Future Land Use Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the Properties as legally described in Exhibit "B."

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce pursuant to Section 163.3184, Florida Statutes

or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by_____, who moved for its adoption on first reading. This motion was seconded by_____, and upon being put to a vote, the vote was as follows:

Mayor Don Horton
Vice Mayor Sharon Mahoney
Councilman Steve Friedman
Councilwoman Deb Gillis
Councilwoman Anna Richards

PASSED on the first reading this 11th day of June 2026.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Don Horton

Vice Mayor Sharon Mahoney

Councilman Steve Friedman

Councilwoman Deb Gillis

Councilwoman Anna Richards

PASSED AND ADOPTED on the second reading this _____ day of _____, 2026.

_____
Don Horton, Mayor

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT "A"
(FUTURE LAND USE MAP AMENDMENT)

EXHIBIT "B"
(LEGAL DESCRIPTION)

Parcel ID 00096240-000000:

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbre Key, Monroe County, Florida, said Plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows,

Commencing at the Intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E. along the south-easterly right of way line for a distance of 579.64 feet, thence bear S.25°43'30"E. for a distance of 112.00 feet to the Point of Beginning of the parcel of land hereinafter described, from said Point of Beginning continue S.25°43'30"E. for a distance of 88.00 feet, thence bear S.53°2530"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet, thence bear N.25°43'30"W. for a distance of 88.00 feet, thence bear N.53°25'30"E. and parallel to Old State Highway No. 4A for a distance of 172.20 feet back to the Point of Beginning.
Containing 14,882.3 square feet.

Parcel ID 00096240-000100:

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbre Key, Monroe County, Florida, said plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows,

Commencing at the Intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E., along the south-easterly right of way line for a distance of 407.44 feet to the Point of Beginning of the parcel of land hereinafter described, from said Point of Beginning continue N.53°25'30"E., along the southeasterly right of way line of Old State Highway No. 4A for a distance of 172.20 feet to a point, thence bear S.25°43'30"E. for a distance of 112.00 feet, thence bear S.53°25'30"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet, thence bear N.25°43'30"W. for a distance of 112.00 feet, back to the Point of Beginning. Containing 18,942 square feet.

AGENT AUTHORIZATION LETTER

Islamorada, Village of Islands, Florida • Planning and Development Services Department
86800 Overseas Highway • Islamorada, Florida 33036 • 305-664-6400 • www.islamorada.fl.us

Note: Pursuant to Section 30-212(d)(2) of the Code of Ordinances of Islamorada, Village of Islands, Florida (the "Village"), all owners and any person having a contractual interest in the land shall give their permission for every application for a development permit. Therefore, more than one agent authorization letter must be submitted if there are multiple owners or persons having a contractual interest in the site.

Date: 02/12/2026

I hereby authorize James S. Lupino, Esq.
(Name, Address and Phone Number of Authorized Agent)

to be listed as authorized agent on behalf of MAU ROBERT E FLORIDA RESIDENCE TRUST & MAU KATHY G FLORIDA RESIDENCE TRUST 5/1/2017
(Name of Owner or Person Having Contractual Interest)

for the purpose of conducting all business necessary to process and obtain approval from the Village Planning and Development Services Department, in regard to:

Map Amendment Application
(Project Name / Application Type)

Property Address: 80839 Old Hwy Islamorada, FL 33036 & 80739 OLD Hwy Islamorada, FL 33036

Real Estate Number(s): 00096240-000000 & 00096240-000100

This authorization shall be effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned owner. This authorization acts as a durable power of attorney only for the purposes stated herein.

The undersigned understands the liabilities involved in the granting of this agency and accepts full responsibility, thus holding the Village harmless, for any and all of the actions of the agent named, related to the acquisition of development permits for the aforementioned owner/applicant.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

Property Owner Signature: Kathy Mau

Printed Name: Kathy MAU

STATE OF FLORIDA

COUNTY OF MONROE

Sworn to and subscribed before me by means of ✓ physical appearance or ___ online notarization, this 17 day of February, 20 26, by Kathy Mau (name of person signing the application) as owner (type of authority e.g. officer, manager / member, trustee, attorney in fact) for _____ (name of entity or party on behalf of whom application was executed).

Susan B Davis
Signature of Notary Public –State of Florida

SEAL:

SUSAN B. DAVIS
MY COMMISSION # HH 345252
EXPIRES: April 25, 2027

✓ Personally Known ___ Produced Identification Type of ID _____

Property Description

The Land referred to herein below is situated in the County of Monroe, State of Florida, and is described as follows:

ALL OF THAT CERTAIN PART OF LOT 6 OF A "PLAT OF A PART OF GOVERNMENT LOT 1, ALL OF LOTS 2 AND 3, SECTION 32, T. 63 S., R. 37 E,, AND ALL OF LOT 1, SECTION 5, 64 S., R. 37 E., ON UPPER MATECUMBE KEY, MONROE COUNTY, FLORIDA SAID PLAT BEING RECORDED IN PLAT BOOK 1, PAGE 41, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 6 AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE HIGHWAY NO. 4A, BEAR NORTH 53 DEGREES, 25 MINUTES AND 30 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE HIGHWAY NO. 4A FOR A DISTANCE OF 404.37 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; FROM SAID POINT OF BEGINNING, CONTINUE BEARING NORTH 53 DEGREES, 25 MINUTES AND 30 SECONDS EAST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OLD STATE HIGHWAY NO. 4A FOR A DISTANCE OF 172.20 FEET TO A POINT; THENCE BEAR SOUTH 25 DEGREES, 43 MINUTES AND 30 SECONDS EAST FOR A DISTANCE OF 200.0 FEET TO A POINT; THENCE BEAR SOUTH 53 DEGREES, 25 MINUTES AND 30 SECONDS WEST AND PARALLEL WITH OLD STATE HIGHWAY NO. 4A FOR A DISTANCE OF 172.20 FEET TO A POINT; THENCE BEAR NORTH 25 DEGREES, 43 MINUTES AND 30 SECONDS WEST FOR A DISTANCE OF 200.0 FEET, BACK TO THE POINT OF BEGINNING.

Doc # 2505700 Bk# 3332 Pg# 717 Electronically Recorded 6/25/2025 at 12:27 PM Pages 6
Filed and Recorded in Official Records of MONROE COUNTY KEVIN MADOK
ElectronicallyREC: $52.50 Deed Doc Stamp $0.70

Prepared by and return to:
James S. Lupino, Esq.
Hershoff, Lupino & Yagel, L.L.P.
88539 Overseas Highway
Tavernier, FL 33070
(305) 852-8440

Florida Documentary Stamps in the amount of $0.70 have been paid heron.

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 25 day of February, 2025 between **Robert E. Mau, Trustee of the Robert E. Mau Florida Residence Trust 05/01/2017** and **Kathy G. Mau, Trustee of the Kathy G. Mau Residence Trust 05/01/2017** whose post office address is **3537 21st Street SE, Minot, ND 58701**, grantor(s), and **Robert E. Mau, Trustee of the Robert E. Mau Florida Residence Trust 05/01/2017** and **Kathy G. Mau, Trustee of the Kathy G. Mau Residence Trust 05/01/2017 each as to an undivided one half (1/2) interest** whose post office address is **3537 21st Street SE, Minot, ND 58701**, grantee(s):

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida** to-wit:

Parcel Number: 00096280-000000 is to be divided as set forth on the attached Massey-Richards Surveying & Mapping, LLC surveys Exhibit "A".

This parcel described as Exhibit "B" as subject parcel is to be joined with Parcel Number 0009640-000100.

The grantee(s) and grantor(s) as Trustee(s) of the above-named Trust(s) have full power and authority to protect, to conserve, to sell, to lease, to encumber and otherwise to manage and dispose of the real property described in this deed, in accordance with the provisions of §689.073(1), Florida Statutes

THIS INSTRUMENT WAS PREPARED WITHOUT BENEFIT OF A TITLE EXAMINATION OR TITLE INSURANCE.

The properties herein are already titled in the Grantee's name and there is no new consideration, therefore only minimal doc stamps are due.

Subject to easements, restrictions and reservations of record and taxes for the year 2025 and thereafter

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2024.**

GRANTOR SIGNATURE PAGE TO FOLLOW

In Witness Whereof, grantor(s) have hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness
Printed Name:
P.O. Address:

Robert E. Mau

Witness
Printed Name: Casey Dooley
P.O. Address: 88511 Overseas Hwy
Tavernier FL 33070

Witness
Printed Name:
P.O. Address:

Kathy G. Mau

Witness
Printed Name: Casey Dooley
P.O. Address: 88511 Overseas Hwy
Tavernier FL 33070

State of Florida
County of MONROE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 25 day of February, 2025 by Robert E. Mau who [✓] is personally known or [ ] has produced a driver's license as identification.

[Seal]

SUSAN B. DAVIS
MY COMMISSION # HH 345252
EXPIRES: April 25, 2027

Notary Public
Print Name: SUSAN B. DAVIS
My Commission Expires: 4/25/27

State of Florida
County of MONROE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 25 day of February, 2025 by Kathy G. Mau who [✓] is personally known or [ ] has produced a driver's license as identification.

[Seal]

SUSAN B. DAVIS
MY COMMISSION # HH 345252
EXPIRES: April 25, 2027

Notary Public
Print Name: SUSAN B. DAVIS
My Commission Expires: 4/25/27

EXHIBIT "A"
Massey-Richards Surveying & Mapping, LLC
Survey 20247

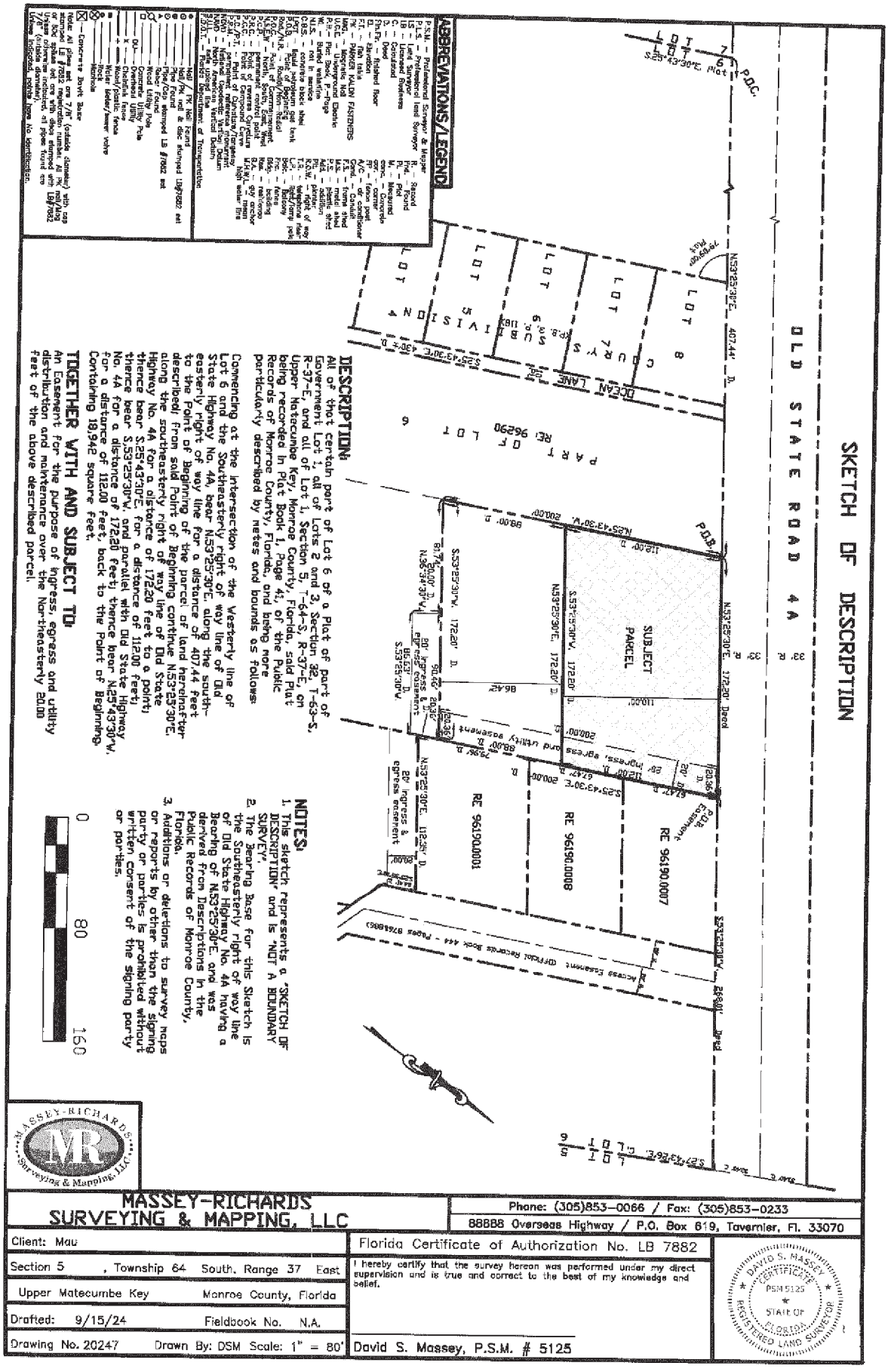

SKETCH OF DESCRIPTION
OLD STATE ROAD 4A
P.O.C.
P.O.B.
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 8
COURTS SUBDIVISION
P.B. 5 PG. 118
OCEAN LANE
PART OF LOT 6
RE: 962930
SUBJECT PARCEL
RE 961900001
RE 961900008
RE 961900007
20' Ingress & egress easement
Ingress, egress and utility easement
Florida Power & Light Company Easement
Florida Keys Aqueduct Authority Easement
Official Records Book 444 - Pages 876/880
S25°43'30"E 200.00'
N53°25'30"E 407.44'
S53°25'30"W 172.20'
N53°25'30"E 172.20' Deed
S25°43'30"E 112.00'
N53°25'30"E 112.00'
S25°43'30"E 172.20'
S53°25'30"W 112.00'
N25°43'30"W 200.00'
S25°43'30"E 200.00'
S25°43'30"E 79.99'
N25°43'30"W 79.99'
S25°43'30"E 200.00'
N25°43'30"W 200.00'
S25°43'30"E 88.00'
N25°43'30"W 88.00'
S25°43'30"E 112.00'
N25°43'30"W 112.00'
S25°43'30"E 200.00'
N25°43'30"W

EXHIBIT "B"
Legal Description (Survey 20247)

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbre Key, Monroe County, Florida, said plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows,

Commencing at the Intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E., along the south-easterly right of way line for a distance of 407.44 feet to the Point of Beginning of the parcel of land hereinafter described, from said Point of Beginning continue N.53°25'30"E., along the southeasterly right of way line of Old State Highway No. 4A for a distance of 172.20 feet to a point, thence bear S.25°43'30"E. for a distance of 112.00 feet, thence bear S.53°25'30"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet, thence bear N.25°43'30"W. for a distance of 112.00 feet, back to the Point of Beginning. Containing 18,942 square feet.

PROPERTY RECORD CARD

Disclaimer

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

Summary

Parcel ID	00096240-000000
Account#	1111881
Property ID	1111881
Millage Group	50VI
Location Address	80739 OLD Hwy, UPPER MATECUMBE KEY
Legal Description	5 64 37 PT LT 6 ISLAND OF UPPER MATECUMBE PB1-41 OR155-407 OR216-353 OR449-353 OR449-357 OR495-294 OR638-290 OR638-547 OR660-835 OR776-734 OR788-308 OR796-168 OR846-192 OR1764-1339 OR2276-1298 OR2277-997D/C OR2309-1099 OR2309-1103 OR2311-1329 OR2320-2344P/R OR2544-2318 OR2544-2318 OR2544-2330 OR2876-213 OR2904-120 OR3194-1267 OR3332-0711 (Note: Not to be used on legal documents.)
Neighborhood	4450
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	
Sec/Twp/Rng	05/64/37
Affordable Housing	No



Owner

MAU ROBERT E FLORIDA RESIDENCE TRUST 5/1/2017
3537 21st St SE
Minot ND 58701

MAU KATHY G FLORIDA RESIDENCE TRUST 5/1/2017
3537 21st St SE
Minot ND 58701

Valuation

		2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
+	Market Improvement Value	$328,197	$323,376	$272,843	$275,746
+	Market Misc Value	$0	$0	$0	$0
+	Market Land Value	$1,112,357	$459,632	$422,220	$347,396
=	Just Market Value	**$1,440,554**	**$783,008**	**$695,063**	**$623,142**
=	Total Assessed Value	**$740,905**	**$673,550**	**$612,318**	**$556,653**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$1,440,554**	**$783,008**	**$695,063**	**$623,142**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$459,632	$323,376	$0	$783,008	$673,550	$0	$783,008	$0
2023	$422,220	$272,843	$0	$695,063	$612,318	$0	$695,063	$0
2022	$347,396	$275,746	$0	$623,142	$556,653	$0	$623,142	$0
2021	$267,228	$238,820	$0	$506,048	$506,048	$0	$506,048	$0
2020	$267,228	$241,308	$0	$508,536	$503,393	$0	$508,536	$0
2019	$250,341	$243,796	$0	$494,137	$457,630	$0	$494,137	$0
2018	$233,825	$246,283	$0	$480,108	$416,027	$0	$480,108	$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	7,423.00	Square Foot	0	0
RESIDENTIAL DRY (010D)	14,882.00	Square Foot	0	0

Buildings

Building ID	6888	**Exterior Walls**	C.B.S.
Style	GROUND LEVEL	**Year Built**	2014
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	2017
Building Name		**Foundation**	CONC PILINGS
Gross Sq Ft	1980	**Roof Type**	IRR/CUSTOM
Finished Sq Ft	1620	**Roof Coverage**	METAL
Stories	1 Floor	**Flooring Type**	CERM/CLAY TILE
Condition	GOOD	**Heating Type**	FCD/AIR DUCTED with 0% NONE
Perimeter	154	**Bedrooms**	2
Functional Obs	0	**Full Bathrooms**	2
Economic Obs	0	**Half Bathrooms**	0
Depreciation %	7	**Grade**	550
Interior Walls	DRYWALL	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	360	0	106
FLA	FLOOR LIV AREA	1,620	1,620	162
TOTAL		**1,980**	**1,620**	**268**

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
4/26/2018	$100	Warranty Deed	2166778	2904	120	11 - Unqualified	Improved		
9/7/2017	$100	Warranty Deed	2140821	2876	213	30 - Unqualified	Improved	MAU ROBERT E AND KATHY G	
11/11/2011	$100	Quit Claim Deed		2544	2330	11 - Unqualified	Improved		
11/11/2011	$1,850,000	Warranty Deed		2544	2318	05 - Qualified	Improved		
1/1/1982	$185,000	Warranty Deed		846	192	Q - Qualified	Improved		
6/1/1979	$152,000	Conversion Code		796	168	Q - Qualified	Improved		

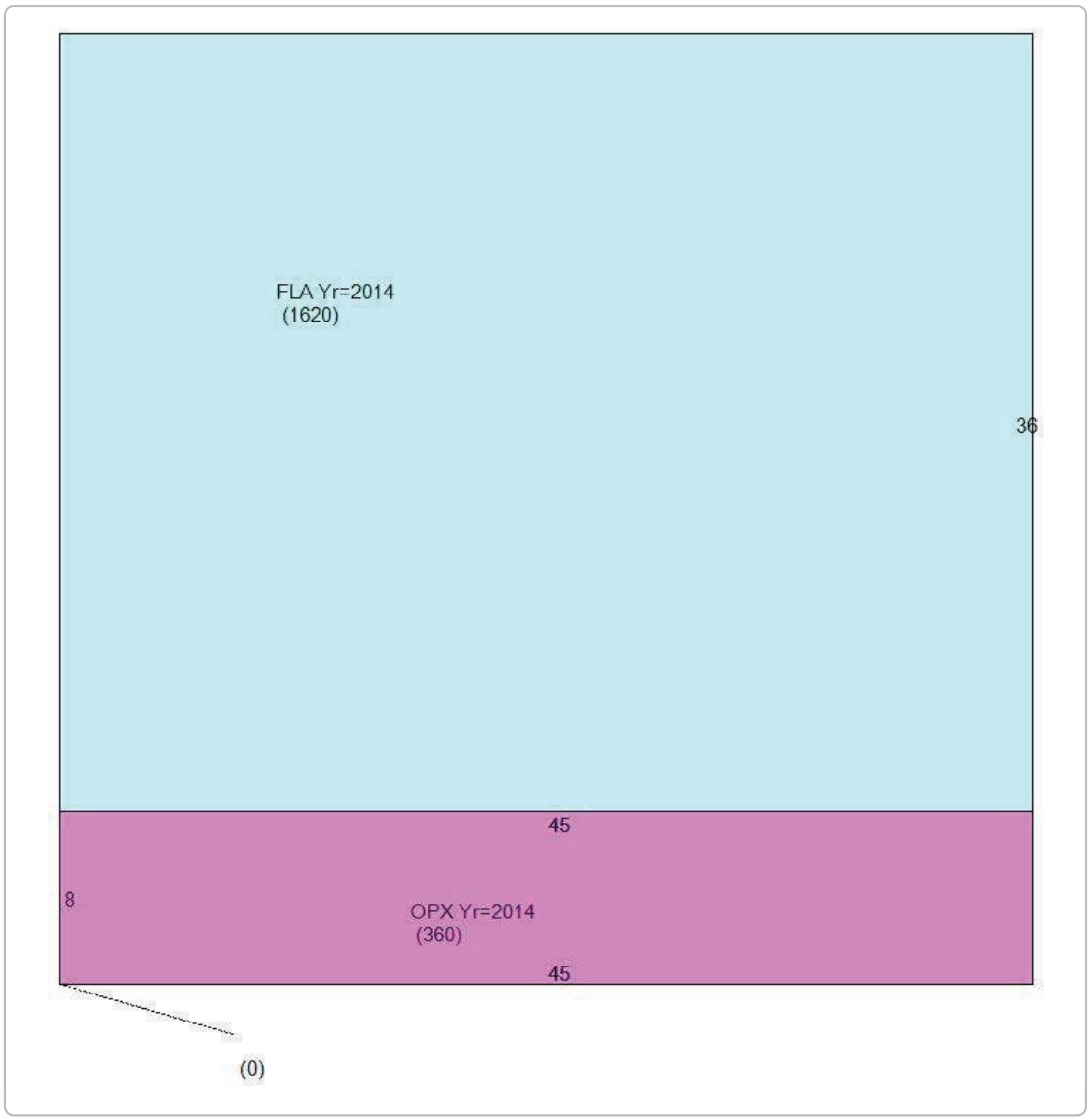
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
PRRFG202201414	12/22/2022	Completed	$89,000	Residential	R/R ROOF (METAL SHINGLES)
FWR201300732	09/19/2013	Expired	$1		CONCRETE FENCE
SFC201300268	06/03/2013	Completed	$1		SFR - REPLACEMENT
FWR201200134	02/22/2012	Expired	$1		REMOVE & RELOCATE EXISTING FENCE & ADD ON ELECTRIC SLIDING GATE 192.5 LF
2007143	01/31/2007	Completed	$1		RE-ROOF TO METAL
9533255	01/01/1996	Completed	$1		DOCK

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)



Photos





Map



TRIM Notice

2025 TRIM Notice (PDF)

No data available for the following modules: Yard Items.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 2/17/2026, 2:08:54 AM

Contact Us

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SCHNEIDER GEOSPATIAL

PROPERTY RECORD CARD

Disclaimer

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By continuing into this site you assert that you have read and agree to the above statement.

Summary



Parcel ID	00096240-000100
Account#	8689667
Property ID	8689667
Millage Group	50VI
Location Address	80839 OLD Hwy, UPPER MATECUMBE KEY
Legal Description	5 64 37 PT LT 6 PB1-41 ISLAND OF UPPER MATECUMBE AND ADJ BAY BTM - II DEED NO 27949 OR155-407 OR216-353 OR265-24(II DEED 22284) OR449-350(II DEED 22285) OR449-353 OR449-356/357 OR479-382 OR495-294 OR638-290 OR638-547 OR660-835 OR695-768 OR695-770 OR695-772 OR776-734 OR788-308 OR796-168 OR796-170 OR813-80 OR846-192 OR846-194T/C OR848-473 OR960-861 OR1016-2069 OR1234-1873C/T OR1656-2096 OR1764-1339 OR1804-1932 OR1804-1936 OR1804-1940MT OR2276-1298 OR2277-997D/C OR2309-1099 OR2309-1103 OR2311-1329 OR2320-2344P/R OR2544-2303C OR2544-2310 OR2544-2314 OR2544-2318 OR2544-2330 OR2544-2332 OR2544-2334E OR2544-2318 OR2544-2322 OR2544-2326 OR2544-2330 OR2577-558 OR2876-213 OR2904-116 OR2904-120C OR3194-1267 OR3332-717 (Note: Not to be used on legal documents.)
Neighborhood	4450
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	
Sec/Twp/Rng	05/64/37
Affordable Housing	No

Owner

MAU ROBERT E FLORIDA RESIDENCE TRUST 5/1/2017
3537 21st SE St SE
Minot ND 58701

MAU KATHY G FLORIDA RESIDENCE TRUST 5/1/2017
3537 21st St SE
Minot ND 58701

Valuation

		2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
+	Market Improvement Value	$1,971,473	$1,980,068	$1,931,115	$1,929,576
+	Market Misc Value	$446,821	$423,813	$420,167	$425,322
+	Market Land Value	$5,869,378	$5,329,111	$4,904,673	$4,079,377
=	Just Market Value	**$8,287,672**	**$7,732,992**	**$7,255,955**	**$6,434,275**
=	Total Assessed Value	**$6,885,877**	**$5,765,250**	**$5,241,136**	**$4,764,669**
-	School Exempt Value	$0	$0	$0	$0
=	School Taxable Value	**$8,287,672**	**$7,732,992**	**$7,255,955**	**$6,434,275**

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	$5,329,111	$1,980,068	$423,813	$7,732,992	$5,765,250	$0	$7,732,992	$0
2023	$4,904,673	$1,931,115	$420,167	$7,255,955	$5,241,136	$0	$7,255,955	$0
2022	$4,079,377	$1,929,576	$425,322	$6,434,275	$4,764,669	$0	$6,434,275	$0
2021	$2,605,633	$1,747,728	$437,233	$4,790,594	$4,331,517	$0	$4,790,594	$0
2020	$2,605,633	$1,766,036	$442,930	$4,814,599	$3,937,743	$0	$4,814,599	$0
2019	$2,169,405	$1,784,343	$455,131	$4,408,879	$3,579,766	$0	$4,408,879	$0
2018	$1,969,789	$1,802,648	$439,106	$4,211,543	$3,254,333	$0	$4,211,543	$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	81,310.00	Square Foot	0	0
RESIDENTIAL DRY UNPERMITTED (01DM)	18,942.00	Square Foot	0	0
(9500)	0.95	Acreage	0	0

Buildings

Building ID	62588	**Exterior Walls**	CUSTOM
Style	STILT 2 STORY	**Year Built**	2014
Building Type	S.F.R. - R1 / R1	**EffectiveYearBuilt**	2015
Building Name		**Foundation**	CONC PILINGS
Gross Sq Ft	13075	**Roof Type**	IRR/CUSTOM
Finished Sq Ft	5679	**Roof Coverage**	METAL
Stories	3 Floor	**Flooring Type**	CERM/CLAY TILE
Condition	GOOD	**Heating Type**	FCD/AIR DUCTED
Perimeter	0	**Bedrooms**	3
Functional Obs	0	**Full Bathrooms**	3
Economic Obs	0	**Half Bathrooms**	1
Depreciation %	10	**Grade**	760
Interior Walls	WD PANL/CUSTOM	**Number of Fire Pl**	0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	4,575	0	1,353
FLA	FLOOR LIV AREA	5,679	5,679	569
GBF	GAR FIN BLOCK	1,314	0	156
PTO	PATIO	448	0	90
SBF	UTIL FIN BLK	1,059	0	136
TOTAL		**13,075**	**5,679**	**2,304**

Yard Items

Description	Year Built	Roll Year	Size	Quantity	Units	Grade
CH LINK FENCE	2011	2012	5 x 235	1	1175 SF	1
SEAWALL	1986	2012	3 x 85	1	255 SF	4
CH LINK FENCE	1980	1981	6 x 272	1	1632 SF	2
CH LINK FENCE	2023	2024	6 x 157	1	942 SF	2
BOAT LIFT	2014	2018	0 x 0	1	1 UT	3
BOAT LIFT	2014	2018	0 x 0	1	1 UT	4
HOT TUB	2014	2018	0 x 0	1	1 UT	5
RES ELEVATOR	2014	2018	0 x 0	1	1 UT	2
CUSTOM POOL	2014	2018	25 x 50	1	1250 SF	1
BRICK PATIO	2014	2018	0 x 0	1	13490 SF	1
TIKI	2014	2018	12 x 17	1	204 SF	2
ASPHALT PAVING	2014	2018	14 x 208	1	2912 SF	2
FENCES	2014	2018	8 x 420	1	3360 SF	4
FENCES	2014	2018	8 x 44	1	352 SF	5
CUSTOM PATIO	2014	2018	0 x 0	1	3926 SF	4
DET CABANA	2014	2018	23 x 32	1	736 SF	4
WOOD DOCKS	2014	2018	4 x 188	1	752 SF	3
RW2	2014	2018	3 x 285	1	855 SF	4
BOAT LIFT	2025	2026	0 x 0	1	1 UT	5

Sales

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
5/24/2018	$100	Warranty Deed	2166778	2904	120	11 - Unqualified	Improved		
4/26/2018	$100	Quit Claim Deed	2166776	2904	116	11 - Unqualified	Improved		
9/7/2017	$100	Warranty Deed	2140821	2876	213	30 - Unqualified	Improved	MAU ROBERT E AND KATHY G	
11/11/2011	$100	Quit Claim Deed		2544	2330	11 - Unqualified	Improved		
11/11/2011	$100	Quit Claim Deed		2544	2326	11 - Unqualified	Improved		
11/11/2011	$100	Quit Claim Deed		2544	2322	11 - Unqualified	Improved		
11/11/2011	$1,850,000	Warranty Deed		2544	2318	05 - Qualified	Improved		
11/11/2011	$100	Quit Claim Deed		2544	2314	11 - Unqualified	Improved		
11/11/2011	$100	Quit Claim Deed		2544	2310	11 - Unqualified	Improved		

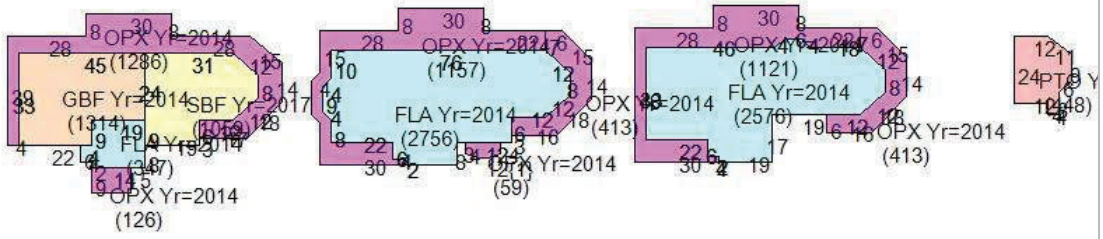
Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
PRBLD202400797	10/08/2024	Completed	$38,000	Residential	40K BOAT LIFT / 8 NEW 12' O.D. WOOD PILINGS
PRBLD202301219	03/08/2024	Canceled	$10,000	Residential	BUILD NEW ENTRY WOOD & METAL VEHICULAR GATE AND PEDESTRIAN GATE AND NEW 33' OF CMU WALL ON PROPERTY LINE WITH DECORATIVE ROCK CLADDING.
PRBLD202300184	03/08/2023	Completed	$2,000	Residential	157 LF OF 6' TALL GREEN CHAIN LINK FENCE & 15' TALL GREEN CHAIN LINK ROLLER GATE
PRBLD202201407	01/18/2023	Completed	$25,000	Commercial	DEMO AND REMOVE EXISTING STRUCTURES ON PROPERTY
PRBLD20161000	04/06/2016	Expired	$15,000		ASPHALT DRIVEWAY - 3,000 SF
BRE201300699	09/19/2013	Expired	$1		ELECTRICAL EQUIPMENT BUILDING & GENERATOR
FWR201300709	09/19/2013	Expired	$1		CONCRETE FENCE WITH ELECTRIC GATE
PAR201300604	08/28/2013	Expired	$1		PAVER DRIVEWAY
BLR201200626	10/01/2012	Expired	$1		REPAIR DOCK & INSTALL (2) BOAT LIFTS
FWR201200697	09/18/2012	Completed	$1		FENCE AND ROLLER GATE
SFC201200256	08/13/2012	Completed	$1		(REV 1ST & 2ND 01/04/13) REPLACE HOME (3RD REV 2/24/14 - POOL & CABANA)
DMR201100954	01/25/2012	Completed	$1		DEMO EXISTING HOME
FWR201100996	01/12/2012	Completed	$1		TEMPORARY FENCE
20071900	10/23/2007	Completed	$1		RE-ROOF WITH METAL

View Tax Info

View Taxes for this Parcel

Sketches (click to enlarge)


OPX Yr=2014
(126)
GBF Yr=2014
(1314)
FLA Yr=2014
(2756)
OPX Yr=2014
(59)
OPX Yr=2014
(413)
FLA Yr=2014
(2576)
OPX Yr=2014
(413)

Photos


8689667-20140717-B

Map



TRIM Notice

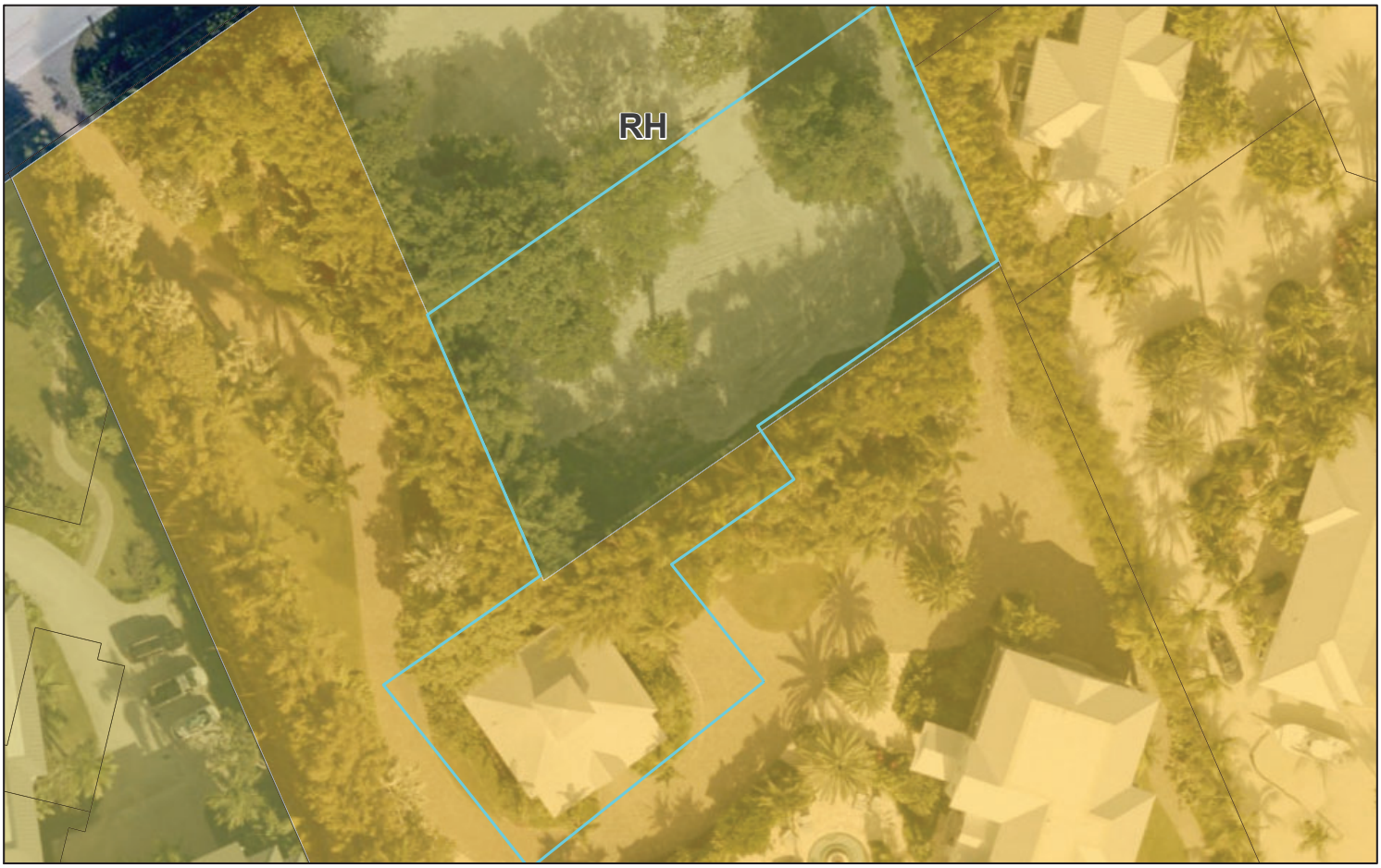
2025 TRIM Notice (PDF)

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 2/10/2026, 2:04:34 AM

Contact Us

Developed by
SCHNEIDER GEOSPATIAL

00096240-000000 FLUM Map



2/13/2026, 4:09:19 PM

FLUM

Residential Medium (RM)

Residential High (RH)

Parcels

1:564

0 0 0.01 0.02 mi

0 0.01 0.01 0.02 km

Monroe County BOCC, State of Florida, Microsoft, Vantor

Web AppBuilder for ArcGIS

Monroe County BOCC, State of Florida, Microsoft, Vantor | Florida Natural Areas Inventory |

00096240-000100 FLUM Map



2/13/2026, 4:19:43 PM

FLUM

- Residential Low (RL)
- Residential Medium (RM)
- Residential High (RH)
- Mixed Use (MU)
- Streets
- Parcels

1:1,128

0 0.01 0.01 0.03 mi

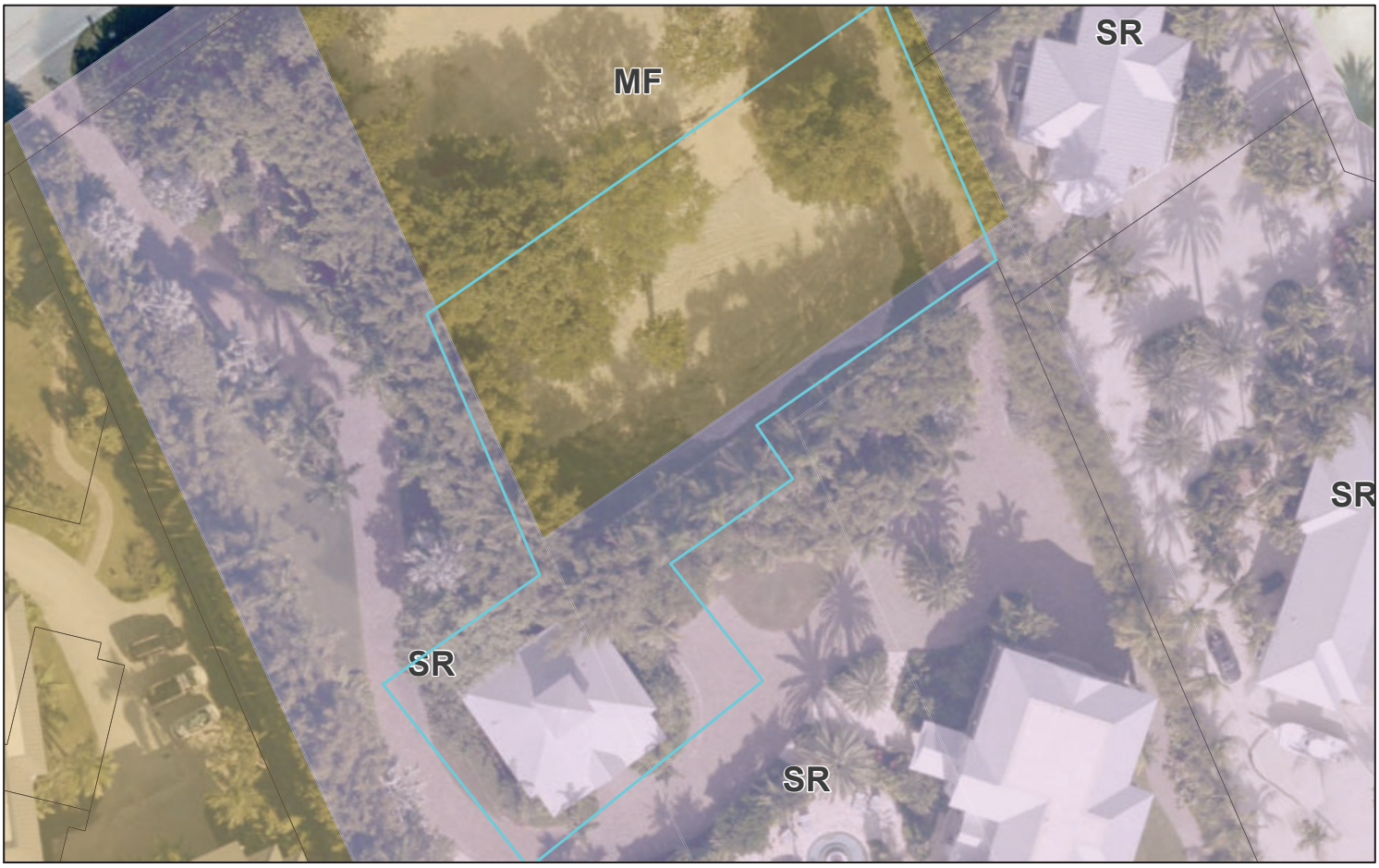
0 0.01 0.03 0.05 km

State of Florida, Microsoft, Vantor

Web AppBuilder for ArcGIS

State of Florida, Microsoft, Vantor | Florida Natural Areas Inventory |

00096240-000000 Zoning Map



2/13/2026, 4:12:18 PM

Zoning

Multifamily (MF)

Settlers Residential (SR)

Parcels

1:564

0 0 0.01 0.02 mi

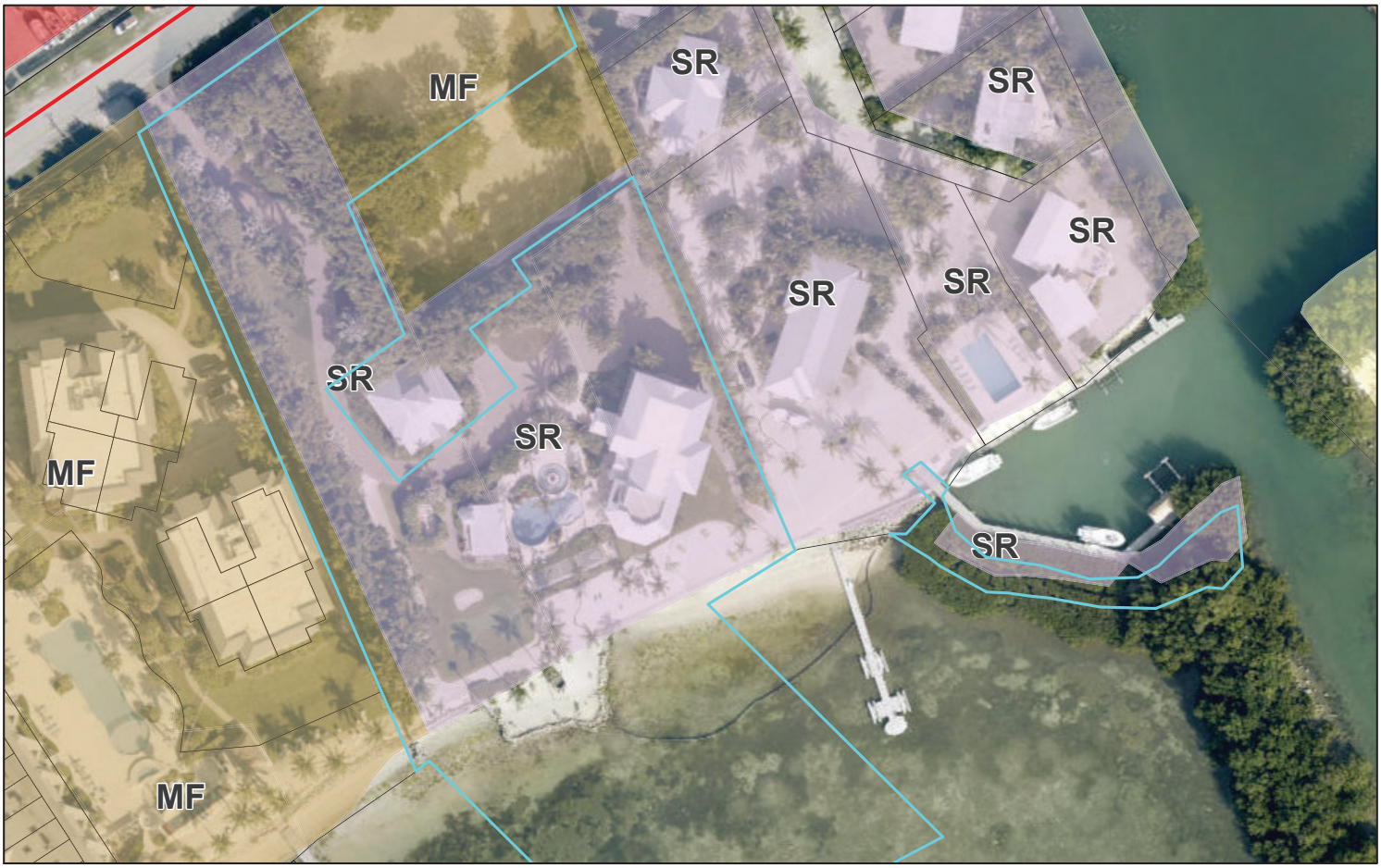
0 0.01 0.01 0.02 km

Monroe County BOCC, State of Florida, Microsoft, Vantor

Web AppBuilder for ArcGIS

Monroe County BOCC, State of Florida, Microsoft, Vantor | Florida Natural Areas Inventory |

00096240-000100 Zoning Map



2/13/2026, 4:16:20 PM

Zoning

- Residential Estate (RE)
- Multifamily (MF)
- Settlers Residential (SR)
- Highway Commercial (HC)
- Streets
- Parcels

1:1,128

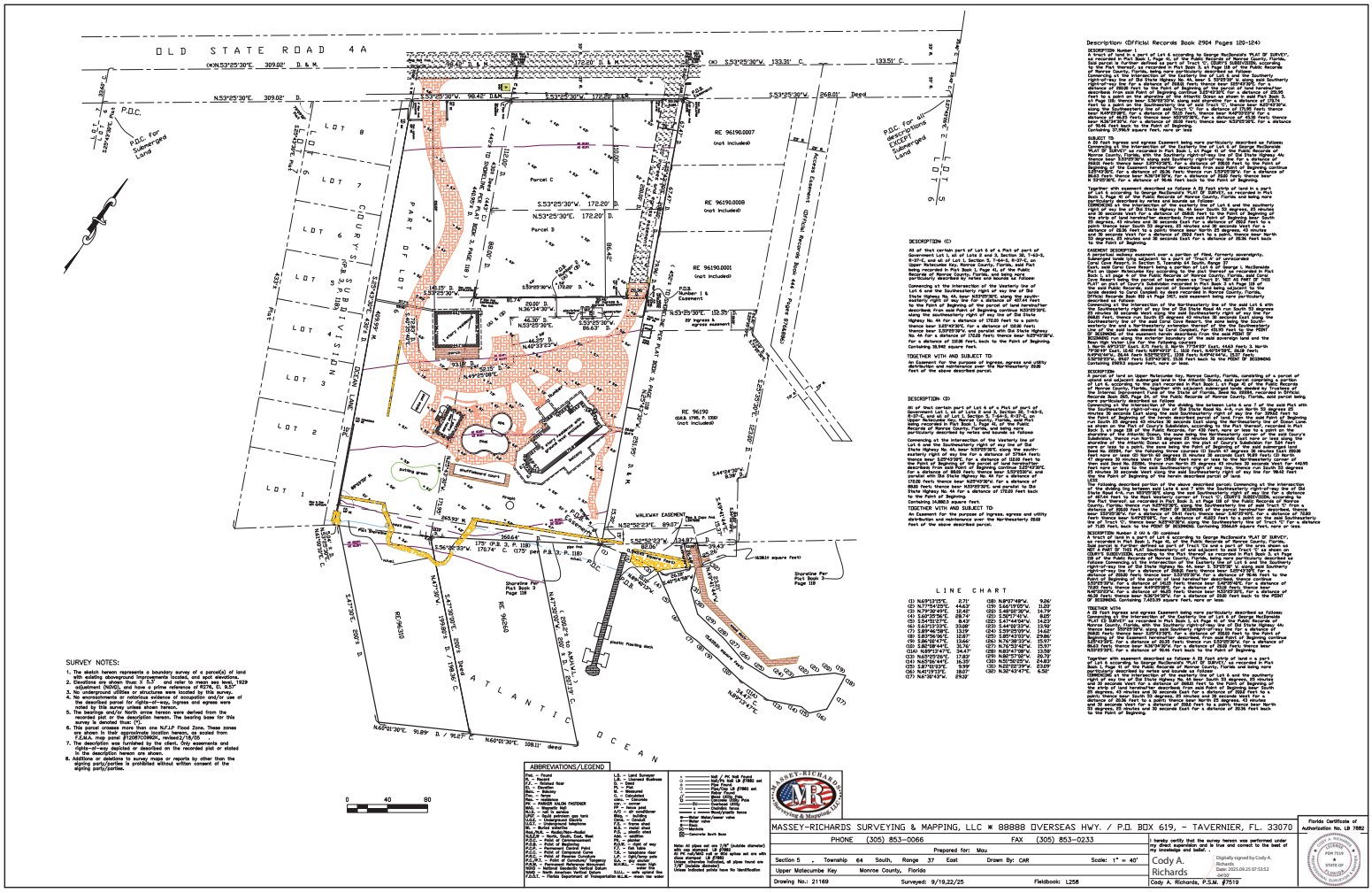
0 0.01 0.01 0.03 mi

0 0.01 0.03 0.05 km

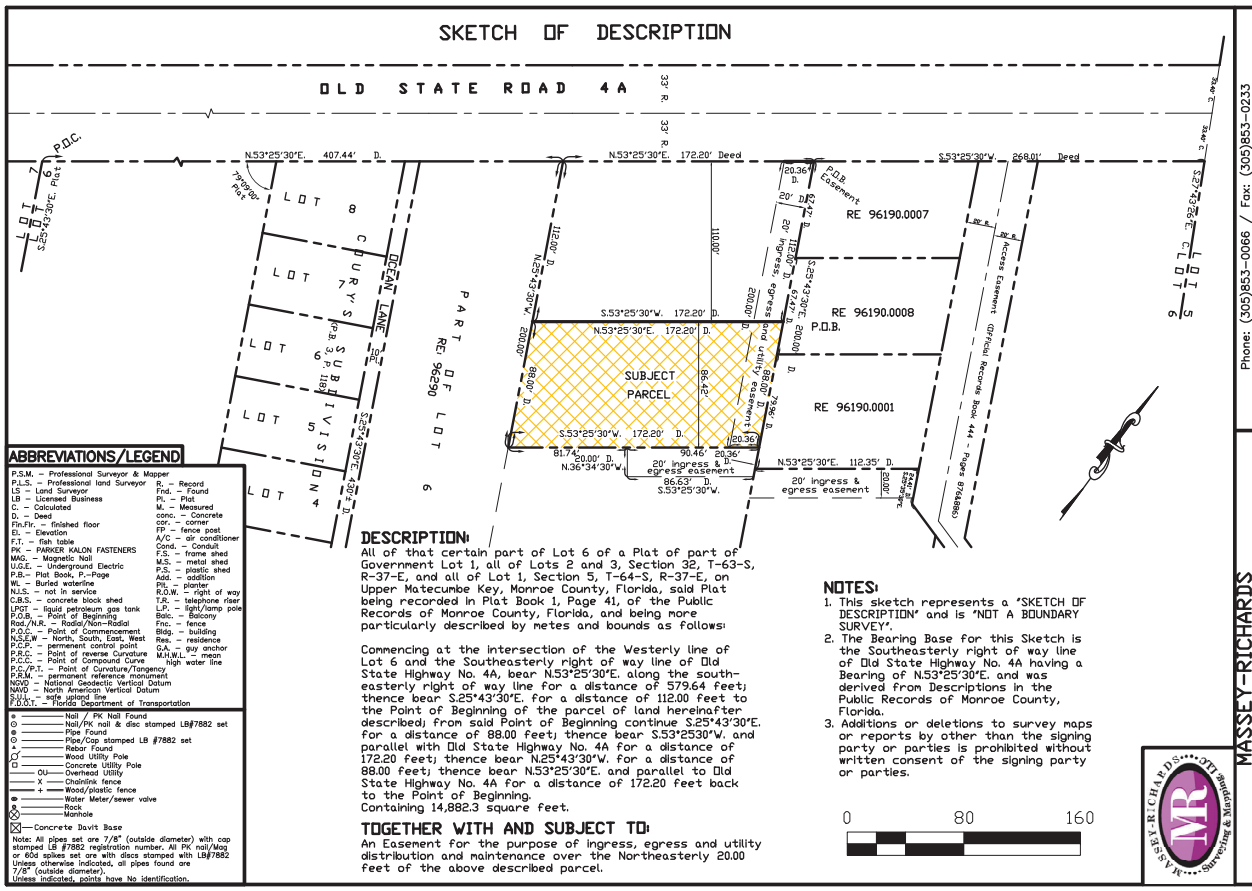
State of Florida, Microsoft, Vantor

Web AppBuilder for ArcGIS

State of Florida, Microsoft, Vantor | Florida Natural Areas Inventory |


OLD STATE ROAD 4A
(M)N53°25'30"E 309.02' D. & M.
N53°25'30"E 309.02' D.
S.53°25'30"W. 172.20' D. & M.
(M) S.53°25'30"W. 133.31' C.
133.51' C.
S53°25'30"W. 268.01' Deed
P.O.C.
P.O.C. for Submerged Lands
P.O.C. for all descriptions EXCEPT Submerged Lands
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
LOT 9
LOT 10
LOT 11
LOT 12
COURY'S SUBDIVISION
PART OF LOT 9
Parcel C
Parcel D
Parcel 3
RE 96190.0007 (not included)
RE 96190.0008 (not included)
RE 96190.0001 (not included)
RE 96190 (O.R.B. 1795, P. 1301) (not included)
P.O.B. Number 1 & Easement
P.O.B. Number 2
P.O.B. Number 3
Existing Wood Pier
Existing Concrete Pier
Existing Dock
Existing Boat Lift
Existing Boat Slip
Existing Pool
Existing Pool Deck
Existing Shuffleboard Court
Existing Gazebo
Existing Shed
Existing Fence
Existing Wood Deck
Existing Concrete Deck
Existing Concrete Walk
Existing Asphalt Drive
Existing Gravel Drive
Existing Grass
Existing Trees
Existing Palms
Existing Utility Pole
Existing Guy Wire
Existing Light Pole
Existing Water Meter
Existing Water Valve
Existing Sign
Existing Mailbox
Existing Concrete Dock Box
Existing Chain Link Fence
Existing Wood Fence
Existing Vinyl Fence
Existing Metal Fence
Existing Stone Wall
Existing Concrete Wall
Existing Retaining Wall
Existing Rip-Rap
Existing Seawall
Existing Bulkhead
Existing Boat Davit

SKETCH OF DESCRIPTION



ABBREVIATIONS/LEGEND

P.S.M. – Professional Surveyor & Mapper	R. – Record
P.L.S. – Professional land Surveyor	Fnd. – Found
LS – Land Surveyor	Pl. – Plat
LB – Licensed Business	M. – Measured
C. – Calculated	conc. – Concrete
D. – Deed	cor. – corner
Fin.Flr. – finished floor	FP – fence post
El. – Elevation	A/C – air conditioner
F.T. – fish table	Cond. – Conduit
PK – PARKER KALON FASTENERS	F.S. – frame shed
MAG. – Magnetic Nail	M.S. – metal shed
U.G.E. – Underground Electric	P.S. – plastic shed
P.B.–P. Plat Book, P.–Page	Add. – addition
WL – Buried waterline	Pit. – planter
N.I.S. – not in service	R.O.W. – right of way
C.B.S. – concrete block shed	T.R. – telephone riser
LPGT – liquid petroleum gas tank	L.P. – light/lamp pole
P.O.B. – Point of Beginning	Balc. – Balcony
Rad./N.R. – Radial/Non–Radial	Fnc. – fence
P.O.C. – Point of Commencement	Bldg. – building
N,S,E,W – North, South, East, West	Res. – residence
P.C.P. – permanent control point	G.A. – guy anchor
P.R.C. – Point of reverse Curvature	M.H.W.L. – mean high water line
P.C.C. – Point of Compound Curve	
P.C./P.T. – Point of Curvature/Tangency	
P.R.M. – permanent reference monument	
NGVD – National Geodectic Vertical Datum	
NAVD – North American Vertical Datum	
S.U.L. – safe upland line	
F.D.O.T. – Florida Department of Transportation	

- Nail / PK Nail Found
- Nail/PK nail & disc stamped LB#7882 set
- Pipe Found
- Pipe/Cap stamped LB #7882 set
- Rebar Found
- Wood Utility Pole
- Concrete Utility Pole
- OU Overhead Utility
- X Chainlink fence
- + Wood/plastic fence
- Water Meter/sewer valve
- Rock
- Manhole
- Concrete Davit Base

Note: All pipes set are 7/8" (outside diameter) with cap stamped LB #7882 registration number. All PK nail/Mag or 60d spikes set are with discs stamped with LB#7882 Unless otherwise indicated, all pipes found are 7/8" (outside diameter).
Unless indicated, points have No identification.

DESCRIPTION:

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbe Key, Monroe County, Florida, said Plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

Commencing at the intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E. along the southeasterly right of way line for a distance of 579.64 feet; thence bear S.25°43'30"E. for a distance of 112.00 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning continue S.25°43'30"E. for a distance of 88.00 feet; thence bear S.53°25'30"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet; thence bear N.25°43'30"W. for a distance of 88.00 feet; thence bear N.53°25'30"E. and parallel to Old State Highway No. 4A for a distance of 172.20 feet back to the Point of Beginning.
Containing 14,882.3 square feet.

TOGETHER WITH AND SUBJECT TO:

An Easement for the purpose of ingress, egress and utility distribution and maintenance over the Northeasterly 20.00 feet of the above described parcel.

NOTES:

1. This sketch represents a 'SKETCH OF DESCRIPTION' and is 'NOT A BOUNDARY SURVEY'.
2. The Bearing Base for this Sketch is the Southeasterly right of way line of Old State Highway No. 4A having a Bearing of N.53°25'30"E. and was derived from Descriptions in the Public Records of Monroe County, Florida.
3. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

0 80 160

MASSEY-RICHARDS Surveying & Mapping, LLC

88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070
Phone: (305)853-0066 / Fax: (305)853-0233

Florida Certificate of Authorization No. LB 7882

I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief.

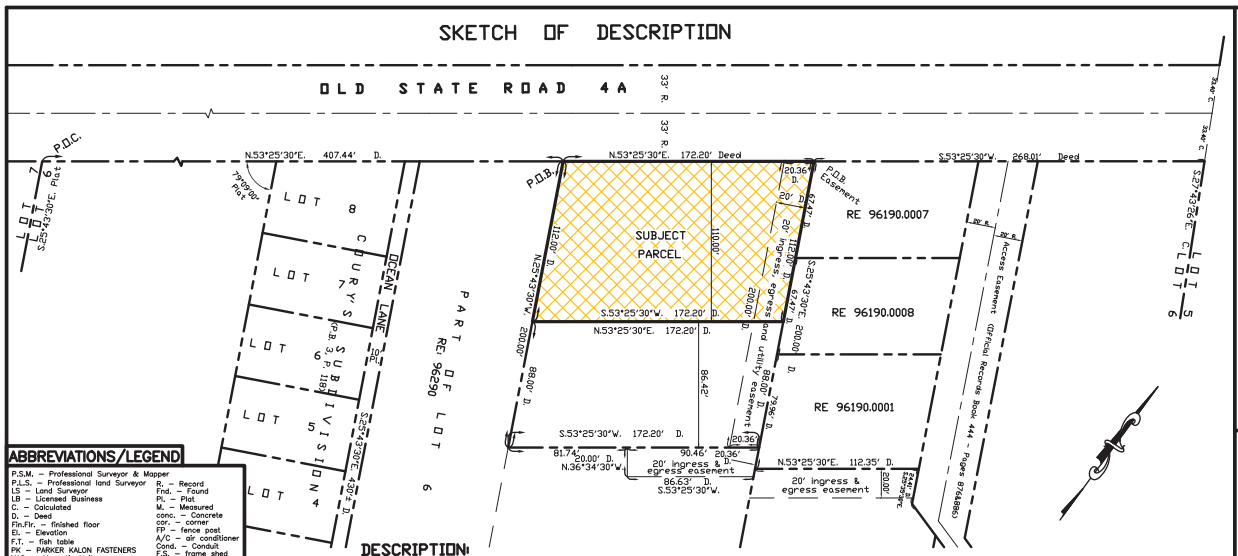
David S. Massey
Digitally signed by David S. Massey
Date: 2024.09.16 08:23:30 -04'00'

David S. Massey, P.S.M. # 5125

DAVID S. MASSEY CERTIFICATE PSM 5125 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Client: Mau			
Section 5	, Township 64 South, Range 37 East		
Upper Matecumbe Key	Monroe County, Florida		
Drafted: 9/15/24	Fieldbook No. N.A.		
Drawing No. 20247A	Drawn By: DSM	Scale: 1" = 80'	

SKETCH OF DESCRIPTION



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P.S.M. – Professional Surveyor & Mapper	R. – Record
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P.O.B. – Point of Beginning	Balc. – Balcony
Rad./N.R. – Radial/Non-Radial	Fnc. – fence
P.O.C. – Point of Commencement	Bldg. – building
N,S,E,W – North, South, East, West	Res. – residence
P.C.P. – permanent control point	G.A. – guy anchor
P.R.C. – Point of reverse Curvature	M.H.W.L. – mean high water line
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- X Chainlink fence
- + Wood/plastic fence
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Commencing at the intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E. along the southeasterly right of way line of Old State Highway No. 4A for a distance of 407.44 feet to the Point of Beginning of the parcel of land hereinafter described; from said Point of Beginning continue N.53°25'30"E. along the southeasterly right of way line of Old State Highway No. 4A for a distance of 172.20 feet to a point; thence bear S.25°43'30"E. for a distance of 112.00 feet; thence bear S.53°25'30"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet; thence bear N.25°43'30"W. for a distance of 112.00 feet, back to the Point of Beginning. Containing 18,942 square feet.

TOGETHER WITH AND SUBJECT TO:

An Easement for the purpose of ingress, egress and utility distribution and maintenance over the Northeasterly 20.00 feet of the above described parcel.

NOTES:

1. This sketch represents a 'SKETCH OF DESCRIPTION' and is 'NOT A BOUNDARY SURVEY'.
2. The Bearing Base for this Sketch is the Southeasterly right of way line of Old State Highway No. 4A having a Bearing of N.53°25'30"E. and was derived from Descriptions in the Public Records of Monroe County, Florida.
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0 80 160

MASSEY-RICHARDS Surveying & Mapping LLC

MASSEY-RICHARDS
SURVEYING & MAPPING, LLC

88888 Overseas Highway / P.O. Box 619, Tavernier, Fl. 33070
Phone: (305)853-0066 / Fax: (305)853-0233

Florida Certificate of Authorization No. LB 7882

I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief.

David S. Massey

Digitally signed by David S. Massey
Date: 2024.09.16 08:24:02 -04'00'

David S. Massey, P.S.M. # 5125

DAVID S. MASSEY CERTIFICATE PSM 5125 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Client: Mau	
Section 5 , Township 64 South, Range 37 East	
Upper Matecumbe Key	Monroe County, Florida
Drafted: 9/15/24	Fieldbook No. N.A.
Drawing No. 20247	Drawn By: DSM Scale: 1" = 80'

DATA & ANALYSIS

The property has already been combined (with approval of the Village of Islamorada) to be unified with the owners' adjacent residential parcels; therefore, a change in zoning and future land use map is appropriate to match the existing SR for the parcels with which the subject parcels are unified. The intended residential use has heretofore been explained and identified to village staff in pre-application meetings. The residential use, combined with the existing residential structures, creates less demand on public facilities than would otherwise be required/allowed under Residential High usage. The compatibility of the property with the adjacent Residential Property is wholly consistent with the neighborhood and presents a more appropriate use than Residential High.

EXPLANATION

a) As a result, the change in zoning and Future Land Use Maps strengthens the local government's capabilities for managing land use and development so that the Village of Islamorada is able to achieve its objectives without continuing the area of critical state concern designation. It actually improves local standing in that regard.

b) The change will not negatively affect any marine more wildlife habitat.

c) The change will not negatively affect any tropical biological communities', wetlands or tropical vegetation.

d) The change ensures the maximum well-being of the Florida Keys and its citizens and is consistent with sound economic development for the Village of Islamorada.

e) The change limits adverse impacts of development on the quality of water throughout the Florida Keys and in fact improves that possibilities as it reduces density.

f) The change is a benefit to the local community as it is compatible with the character of the Florida Keys and the neighboring properties as opposed to historic use and any possible multifamily use under Residential High. The neighborhood is in favor of this change.

g) There is no change to the historical heritage of the Florida Keys, and the proposed use improves the intentions for a more beautiful Islamorada as opposed to the previous use of the property.

h) The proposed change is a positive, efficient and cost effective improvement to the

    a. Florida Keys aqueduct and water supply facilities and in fact lessens demand from currently allowed uses;

    b. Sewage collection treatment and disposal facilities and in fact lessens demand from currently allowed uses;

    c. Solid waste treatment collection and disposal facilities and in fact lessens demand from currently allowed uses;

Further;

    d. It has no effect on the US Naval Air Station or other military facilities

e. It has no negative effect on transportation facilities and in fact, lessens transportation requirements.

f. It has no negative effect on federal parks, wildlife refuges or marine sanctuaries. The smaller environmental impact is a positive rather than what would be allowed under current zoning.

g. It has no negative effect on state parks, recreational facilities, aquatic preserves or other publicly owned properties. The smaller environmental impact is a positive rather than what would be allowed under current zoning.

h. It lessens the impact on city electrical services and the Florida Keys Electric Cooperative from otherwise available uses under Residential High use as well as previous uses.

i. It lessens the impact on any and all other utilities from what is currently allowed.

NEEDS ANALYSIS

The proposed changes are needed and required to conform the subject parcels which have been unified with the adjacent parcels, which have SR zoning / FLUM. These changes were approved by the Village of Islamorada, which now requires this conformity to proceed with the known/long-planned project of additions to existing residential development.

Islamorada, Village of Islands,
Planning and Development Services Department

APPLICATION FOR MAP AMENDMENT

Pursuant to Chapter 30, Article IV, Divisions 8 & 9

	Application Type	Application Fee	Deposit	Total Fee Due
[X]	Future Land Use and Zoning	$5,120.00	$3,000.00	$8,120.00
[ ]	Zoning Only	$2,500.00	$3,000.00	$5,500.00

[■] Request concurrent Future Land Use and Zoning Hearings pursuant to 163.3184(12), Florida Statutes

An application must be deemed complete and in compliance with the Village Code by Staff prior to the items being scheduled for review. See the Submittal Requirements below for a list of required submittals and documents.

APPLICANT / AGENT (if applicable): Property owner must submit a **notarized** letter authorizing the applicant/agent to act on their behalf including the agent's name, address and phone number.

Name: MAU ROBERT E FLORIDA RESIDENCE TRUST & MAU KATHY G FLORIDA RESIDENCE TRUST 5/1/2017 C/O James S. Lupino, Esq.as agent
Mailing Address: 9350 S. Dixie Hwy Suite 1470 Miami, FL 33156
Primary Phone: 305-852-8440 Fax: N/A
Email: JLupino@hlylaw.com & GPereyra@hlylaw.com

PROPERTY OWNER:

Name: MAU ROBERT E FLORIDA RESIDENCE TRUST & MAU KATHY G FLORIDA RESIDENCE TRUST 5/1/2017
Mailing Address: 3537 21st SE St SE Minot, ND 58701
Primary Phone: 305-852-8440 Fax: N/A
Email: JLupino@hlylaw.com & GPereyra@hlylaw.com

LEGAL DESCRIPTION OF PROPERTY: If in metes and bounds, attach legal description on separate sheet.

Physical Address: 80839 Old Hwy Islamorada, FL 33036 & 80739 OLD Hwy Islamorada, FL 33036 Mile Marker: ____
Lot: ____ Block: ____ Subdivision: ____
[ ] Plantation Key [ ] Windley Key [■] Upper Matecumbe Key [ ] Lower Matecumbe Key
Real Estate (RE) Number: 00096240-000000 & 00096240-000100 Alternate Key: 1111881 & 8689667

Please refer to attached tab "C" for full legal description

PROPERTY DESCRIPTION:

Total Land Area: 33824.3 Square Feet Approx. 2.33 Acres
Existing Use of Property: Vacant LAnd but unified with residential
Has an Application for Map Amendment been submitted for this site within the past two (2) years? [ ] Yes [■] No
If yes, provide name and date of application: ____

PROPOSED MAP AMENDMENT:

Current Future Land Use Map Category: RH Current Zoning District: MF
Proposed Future Land Use Map Category: RM Proposed Zoning District: SR

SUBMITTAL REQUIREMENTS:

- [x] **Correct application fee.** Check or money order to "Islamorada, Village of Islands".
- [x] **Notarized agent authorization letter**, if applicable, including the agent's name, address and phone number authorizing the applicant/agent to act on all property owners' behalf.
- [x] **Proof of ownership** e.g. warranty deed, lease or pending sale contract.
- [x] **Property record card** from the Monroe County Property Appraiser.
- [x] **Copy of current Future Land Use Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- [x] **Copy of current Official Zoning Map** clearly marking the boundaries of the property. Map may be request from Planning and Development Service Department prior to application submittal.
- [x] **Photographs** of the site taken from adjacent streets.
- [x] **Signed and sealed survey** prepared by a Florida registered surveyor. The survey shall include elevations and location of all existing structures, paved areas, location of all utility structures, all easements, all bodies of water on and adjacent to the site, docks, piers, mean high water line and total acreage by habitat (**please provide a digital copy in addition to the signed and sealed survey).**
- [x] **Data and analysis (including a land use need analysis)** pursuant to Comprehensive Plan Policy 1-2.1.13, demonstrating there is a need for the amount of development allowed by the proposed FLUM designations in order to accommodate the Comprehensive Plan's projected population growth within the planning timeframe of the Comprehensive Plan.
- [x] **Explanation** of how the application satisfies each of the applicable criteria in the Land Development Regulations, Comprehensive Plan and Principles for Guiding Development pursuant to § 380.0552(7), Florida Statutes. See **Attachment A** for list of criteria.

If deemed necessary to complete a full review of the application, the Planning and Development Services Department reserves the right to request additional information.

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I certify that all information required has been provided.

Digital signatures do not require notarization when they can be verified by a Trusted Certificate issued by a third-party Certificate Authority. If you are not using a "verifiable digital signature", print this document and have it notarized.

[signature] 2/24/26

Signature of Applicant **Date**

Print Name: James Lupino, as Agent for owner

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to and subscribed before me by means of ✓ physical appearance or ____ online notarization, this 25 day of February, 20 26, by James S. Lupino (name of person signing the application) as Attorney/Agent (type of authority e.g. officer, manager / member, trustee, attorney in fact) for Mau Robert E Florida residence trust & Mau Kathy G Florida Residence trust 5/1/2017 (name of entity or party on behalf of whom application was executed).

[signature]

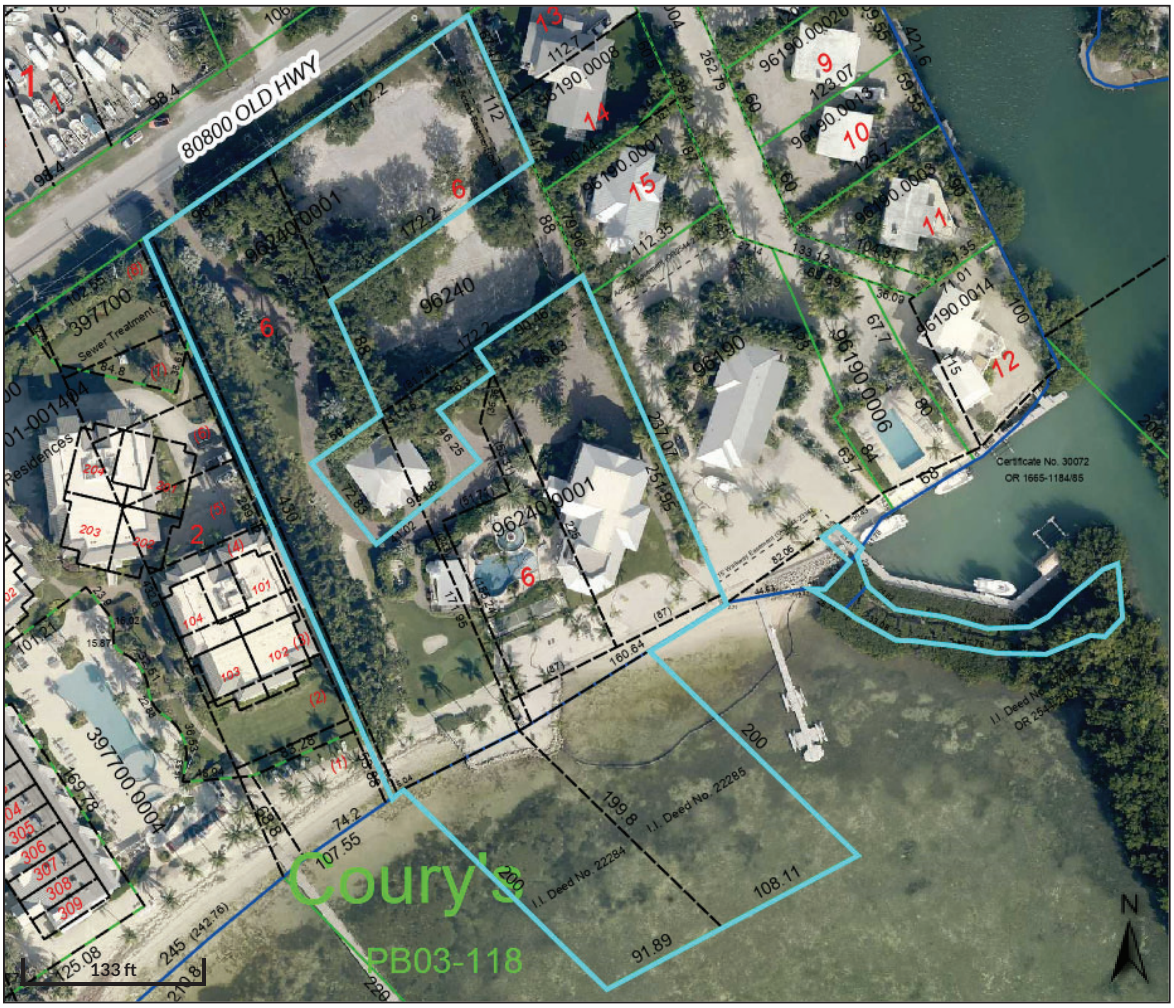
Signature of Notary Public

SEAL:

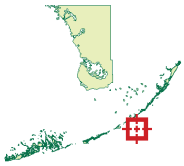
Notary Public State of Florida
Gabrielle Pereyra
My Commission
HH 225527
Exp. 3/11/2026

☒ Personally Known ☐ Produced Identification Type of ID_____

Monroe County, FL



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Parcels

Parcel ID	00096240-000100	**Alternate ID**	8689667	**Owner Address**	MAU ROBERT E FLORIDA RESIDENCE TRUST 5/1/2017 3537 21st SE St SE Minot, ND 58701
Sec/Twp/Rng	05/64/37				
Property Address	80839 OLD Hwy UPPER MATECUMBE KEY	**Class**	SINGLE FAMILY RESID		

District 50VI

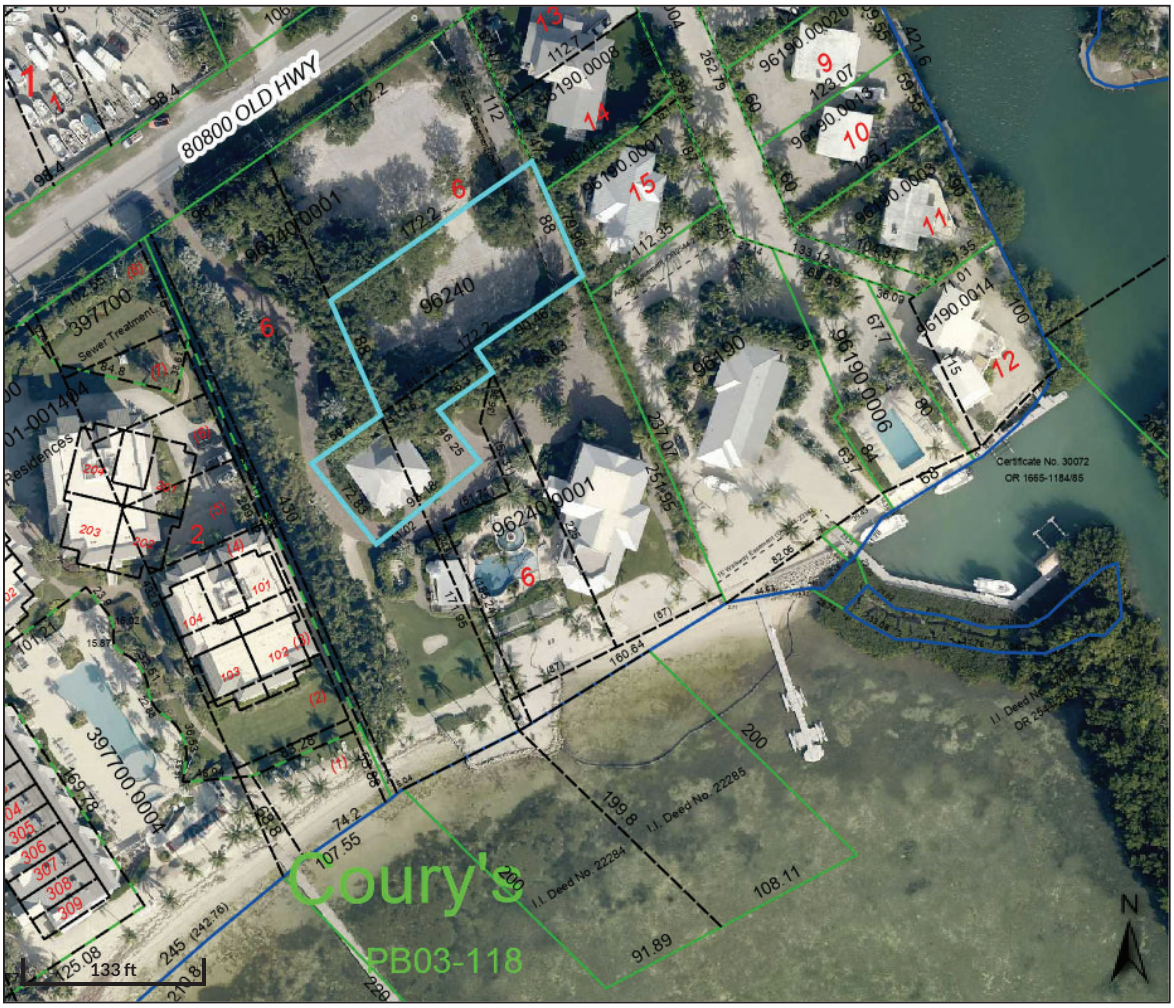
Brief Tax Description 5 64 37 PT LT 6 PB1-41 ISLAND OF UPPER MATECUMBE AND ADJ BAY BTM - II DEED NO 27949 OR155-407 OR216-353 OR265-24(II DEED 22284) OR449-350(II DEED 22285) OR449-353 OR449-356/357 OR479-382 OR495-294 OR638-290 OR638-547 OR660-835 OR695-768 OR695-770 OR695-772 OR776-734 OR788-308 OR796-168 OR796-170 OR813-80 OR846-192 OR846-194T/C OR848-473 OR960-861 OR1016-2069 OR1234-1873C/T OR1656-2096 OR1764-1339 OR1804-1932 OR1804-1936 OR1804-1940MT OR2276-1298 OR2277-997D/C OR2309-1099 OR2309-1103 OR2311-1329 OR2320-2344P/R OR2544-2303C OR2544-2310 OR2544-2314 OR2544-2318 OR2544-2330 OR2544-2332 OR2544-2334E OR2544-2318 OR2544-2322 OR2544-2326 OR2544-2330 OR2577-558 OR2876-213 OR2904-116 OR2904-120C OR3194-1267 OR3332-717

(Note: Not to be used on legal documents)

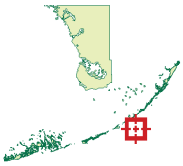
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Developed by SCHNEIDER GEOSPATIAL

Monroe County, FL



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Parcels

Parcel ID	00096240-000000	**Alternate ID**	1111881	**Owner Address**	MAU ROBERT E FLORIDA RESIDENCE TRUST 5/1/2017 3537 21st St SE Minot, ND 58701
Sec/Twp/Rng	05/64/37				
Property Address	80739 OLD Hwy UPPER MATECUMBE KEY	**Class**	SINGLE FAMILY RESID		

District 50VI

Brief Tax Description 5 64 37 PT LT 6 ISLAND OF UPPER MATECUMBE PB1-41 OR155-407 OR216-353 OR449-353 OR449-357 OR495-294 OR638-290 OR638-547 OR660-835 OR776-734 OR788-308 OR796-168 OR846-192 OR1764-1339 OR2276-1298 OR2277-997D/C OR2309-1099 OR2309-1103 OR2311-1329 OR2320-2344P/R OR2544-2318 OR2544-2318 OR2544-2330 OR2876-213 OR2904-120 OR3194-1267 OR3332-0711

(Note: Not to be used on legal documents)

Date created: 2/27/2026
Last Data Uploaded: 2/27/2026 1:58:32 AM

Developed by SCHNEIDER GEOSPATIAL

Islamorada, Village of Islands
86800 Overseas Highway
Islamorada, FL 33036
Phone: (305) 664-6400 www.islamorada.fl.us

POSTING OF PROPERTY AFFIDAVIT

This affidavit is required from the Planning and Development Services Department staff when the provisions of Chapter 30 of Code of Ordinances of Islamorada, Village of Islands, Florida require that notice be posted on a property subject to the application or to notice a scheduled public hearing. This affidavit shall serve to demonstrate that the applicant is in compliance with the applicable notice requirements as stated below.

1. The undersigned is the applicant or agent requesting the public hearing;
2. The applicant or agent has posted the sign(s) with the required notice;
3. Sign(s) have been placed on the subject property at a minimum of at least 15 days prior to the required or requested public hearing;
4. The sign(s) have been placed along each street that is adjacent to or runs through the subject property at intervals of no more than two hundred (200) feet in a manner that makes them clearly visible to adjacent residents and passers-by;
5. The sign(s) have been placed no more than twenty-five (25) feet from the street so that the lettering is visible. Where land does not have frontage on a street, the sign(s) were placed on the nearest street, with an attached notation indicating generally the direction and distance to the subject property; and,
6. Photographic evidence has been submitted to the Village Planning and Development Services Department showing the location of the sign(s) on the subject property and a close-up clearly indicating the lettering on the sign(s).

Failure to comply with the applicable notice requirements shall result in the postponement and re-noticing of the public hearing. All costs of re-noticing the public hearing shall be borne by the applicant failing to comply with the applicable notice requirements.

I certify that on the 29 day of April, 2026 the Notice of Public Hearing signs in accordance with Village Code and other applicable guidelines were posted on the property located with Real Estate numbers 00096240-000000 and 00096240-000100, so as to be clearly seen from the right-of-way providing primary vehicular access. File Number: PLMA20260030 .

Sworn and subscribed before me this 29 day of April, 2026. Personally know/produced identification. Type of ID produced: personally known

Signature of Applicant or Agent

James S. Lupino
Printed Name

Signature of Notary Public

SEAL:

GABRIELLE PEREYRA
MY COMMISSION # HH 772815
EXPIRES: March 11, 2030













Council Communication

To: Mayor and Village Council
From: Daniel Parobok, Assistant Planning Director
Date: September 8, 2026
SUBJECT: **Ordinance Amending Official Zoning Map for 80839 Old Hwy Second Reading TAB 18**

Background:
The applicant, James Lupino, Esq. on behalf of the property owners Robert E. Mau Florida Residence Trust 05/01/2017 and Kathy G. Mau Florida Residence Trust05/01/2017, has submitted a map amendment application requesting approval for a Future Land Use Map (FLUM) Amendment from Residential High (RH) to Residential Medium (RM) on the subject properties, located at 80839 Old Highway, having Parcel ID# and 00096240-000100 and 80739 Old Highway, having Parcel ID#00096240-000000 ("Properties"), comprising approximately 2.75 acres of land area. The current use of the Properties are residential, with a single-family home, pool, and other hardscaping located on each. This Zoning Map amendment has a companion application for a Future Land Use Map (FLUM) Amendment, which proposes a change from Residential High (RH) to Residential Medium (RM) Designation, and the Zoning Map amendment cannot be approved without approval of the companion FLUM Amendment. The applicant's agent has submitted a needs analysis detailing the map amendment request.

This item was heard at the May 18, 2026, Local Planning Agency meeting and received a unanimous recommendation for approval.

The subject Properties currently have existing Settlers Residential (SR) and Multifamily (MF) Zoning District designations. The properties to the North, across Old Highway, are designated Settlers Residential (SR) and Highway Commercial (HC). Properties to the east are designated Settlers Residential (SR). The properties to the west are designated Multifamily (MF). The character of the surrounding area is mostly residential with some commercial uses to the north, across Old Highway.

The Properties are mostly scarified and contain no protected habitat. The Properties are not recognized as habitat to any state or federal listed animal species. Pursuant to the Village's GIS data and records, the parcel does not contain any mapped habitats.

This item was heard at the June 11, 2026, Land Use Village Council meeting. The item passed by unanimous approval.

Analysis:
Pursuant to Section 30-691, the purpose of the Settlers Residential (SR) zoning district is to protect the unique residential character of the pre-FIRM single-family neighborhoods within

and adjacent to the Upper Matecumbe village activity center. Single-family or multifamily residential uses, homeowners parks, and municipal utilities infrastructure are permitted uses.

Compatibility with Comprehensive Plan Policies:

Policy 1-1.11, Protect Residential Areas From Incompatible Development
Policy 1-2.1.4, Restrict Density And Intensity Of Development
Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments
Policy 1-2.3.2, Residential Medium (RM)

Comprehensive Plan Policy 1-1.11, Protect Residential Areas From Incompatible Development, states that stable residential areas shall be protected from encroachment by incompatible development.
The proposed amendment protects the surrounding Residential Medium (RM) areas from the higher allowable density of Residential High (RH). The proposed amendment changes an area of RH that is surrounded on three sides by RM. The higher density allowed by RH is not compatible with the current use of property, which is single family residential.

Comprehensive Plan Policy 1-2.1.4, Restrict Density And Intensity Of Development, states that the maximum range of allocated density and/or intensity (FAR) stated in the Comprehensive Plan and in the Land Development Regulations, for permitted uses in each future land use map category shall not exceed the thresholds established in accordance with the policy.
The proposed amendment neither increases the density nor intensity of development on the subject property. The proposed amendment decreases the maximum density based on the companion FLUM amendment to amend the FLUM on a portion of the property from Residential High (RH) to Residential Medium (RM). By proposing this change, the density decreases from 12 units per acre to one single family unit, two units (duplex), or up to 4 affordable units (affordable quadplex).

Comprehensive Plan Policy 1-2.1.14, Criteria for Future Land Use Map (FLUM) Amendments, states that Islamorada, Village of Islands, shall maintain specific criteria for amending the Future Land Use Map that are consistent with the general procedures delineated in Chapter 163.3177, 163.3184 and 163.3189, Florida Statutes and the principles for guiding development in areas of critical state concern. The Village Council shall make its determination on proposed FLUM amendments on legitimate public purpose based on one or more of the following factors; however, in no event shall an amendment be approved which would result in an adverse community change.

It is the staff's opinion that is request is compatible with the two policies as it does not result in an adverse community change. A portion of the property exists as a single-family residence and the other portion used to contain large communication equipment prior to the combination of the properties. The change has been requested to bring the property into compliance with the current use, under a single zoning district.

Comprehensive Plan Policy 1-2.3.3, Residential Medium (RM) states that this designation is intended to provide stable, single family neighborhoods and allow for uses which further the peaceful enjoyment and high quality residential character valued by Village residents. Areas designated Residential Medium (RM) on the Future Land Use Map shall include one (1) single family unit on one (1) lot of record, and duplexes. Duplexes shall only be permitted in Zoning Districts where legally permitted duplexes currently exist. Notwithstanding the density

limitations, duplexes or two (2) single-family deed-restricted detached dwelling units, triplexes or three (3) single-family deed-restricted detached dwelling units, and fourplexes or four (4) single-family deed-restricted detached dwelling units shall be permitted on RM lots fronting U.S. 1, pursuant to the Building Permit Allocation System, if approved as affordable housing. The RM Future Land Use Map designation shall allow home occupations. Supportive community facilities ancillary to the residential uses may be located within areas designated RM. The Land Development Regulations shall provide regulatory procedures for considering the above-noted uses.

The existing single-family use is in compliance with this policy. Any future development will be held to all applicable policies and land development regulations.

Procedures for Amendments to Zoning Map:

Pursuant to Section 30-411(d)(4)(b) of the Code of Ordinances, the Village Council must find that the application is consistent with the Comprehensive Plan, that the applicant has complied with all procedural requirements of this section, and that the maintenance of the existing zoning on the property does not accomplish a legitimate public purpose. The Village Council shall make its determination on a finding of legitimate public purpose based on one or more of the following factors:

1. Demand for the proposed Zoning District in the Village in relation to the amount of land currently zoned and available to accommodate that demand.

Finding: Pursuant to the Village's GIS data and records, there are approximately 165 parcels that are designated within the Settlers Residential (SR) District, which represents approximately 2.32 percent of the 7,108 total parcels within Islamorada, Village of Islands. Of the165 parcels that are designated within the Settlers Residential (SR) District, 17 parcels are vacant, which equates to approximately 10.30 percent of the total parcels.

2. Compatibility of the site's physical, geological, hydrological and other environmental features, with the uses permitted in the proposed Zoning designation.

Finding: The site is mostly scarified and currently developed as single-family residential. The site does not contain any protected habitats. This use is compatible with the proposed zoning designation.

3. Data errors, including errors in mapping, vegetative types and natural features described in the comprehensive plan.

Finding: There is no evidence that there are any errors in the Villages GIS data, records and other resources.

4. New Issues.

Finding: No new issues exist at the time of review.

5. Recognition of a need for additional detail or comprehensiveness.

Finding: The Village is currently undergoing an update to the Comprehensive Plan. That should be completed within the year. This change will be incorporated into any update.

6. Compatibility of the proposed district with the property surrounding the site of the requested rezoning and any applicable neighborhood or redevelopment plan.

Finding: The proposed zoning change to Settlers Residential is compatible with the surrounding properties. The adjacent properties to the east are also Settlers Residential.

Budget Impact:
None

Staff Impact:
None

Recommendation:
Staff recommends approval on second reading.

Attachments: 1. 80839 Old Zoning ORD jd edits

After recording return to:
Planning and Development Services Dept.
Islamorada, Village of Islands
86800 Overseas Highway
Islamorada Florida 33036

ORDINANCE NO. 26-

AN ORDINANCE OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, CONSIDERING THE REQUEST OF JAMES S LUPINO, ESQ, AGENT FOR ROBERT E. MAU FLORIDA RESIDENCE TRUST 05/01/2017 AND KATHY G. MAU FLORIDA RESIDENCE TRUST 05/01/2017 TO AMEND THE OFFICIAL ZONING MAP FROM MULTIFAMILY (MF) TO SETTLERS RESIDENTIAL (SR) FOR THE SUBJECT PROPERTIES, ON OLD HIGHWAY LOCATED ON UPPER MATECUMBE KEY, WITH REAL ESTATE NUMBERS 00096240-000000 AND 00096240-000100 AS LEGALLY DESCRIBED HEREIN; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF COMMERCE.

WHEREAS, the Official Zoning Map of Islamorada, Village of Islands (the "Village") became effective April 30, 2002; and

WHEREAS, the applicant, James S Lupino, Esq, agent for Robert E. Mau Florida Residence Trust 05/01/2017 and Mau Kathy G. Mau Florida Residence Trust 05/01/2017, has requested an Official Zoning Map amendment from the Multifamily (MF) District to the Settlers Residential (SR) Zoning District for a parcel consisting of approximately 2.75 acres of land, with Real Estate numbers 00096240-000000 and 00096240-000100 ("Properties"), as legally described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code of Ordinances (the "Village Code"), the Village Local Planning Agency publicly considered the Official Zoning Map Amendment during a duly noticed public hearing held on April 13, 2026; and

WHEREAS, pursuant to Section 166.041, Florida Statutes and Sections 30-101 and 30-213 of the Village Code, the Village Local Planning Agency publicly considered the Zoning Map Amendment during a duly noticed public hearing held on April 13, 2026; and

WHEREAS, in accordance with Section 166.041, Florida Statutes, and Section 30-213 of the Village Code, notice of the public hearing(s) has been given for the proposed adoption of this Ordinance; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") finds that the adoption of the Official Zoning Map Amendment is in the best interest of the Village and does comply with all applicable laws, as well as promotes the general health, safety, and welfare of the Village residents; and

WHEREAS, the Village Council has determined that the proposed Zoning Map Amendment is consistent with the Village Comprehensive Plan; and

WHEREAS, the Village Council desires to consider the proposed Zoning Map Amendment in accordance with State law.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by this reference.

Section 2. Approval/Denial of Zoning Map Amendment. The Official Zoning Map Amendment is hereby [**approved / denied**] as part of the Official Zoning Map of the Village. A copy of the Official Zoning Map Amendment is attached as Exhibit "A" and incorporated herein by this reference, for the Properties as legally described in Exhibit "B."

Section 3. Transmittal. The Village Clerk is hereby authorized to forward a copy of this Ordinance to the State Department of Commerce for approval in accordance with Section 380.05(6), Florida Statutes.

Section 4. Effective Date. This Ordinance shall not become effective until approved pursuant to Final Order by the Florida Department of Commerce pursuant to Section 163.3184, Florida Statutes, or if the Final Order is challenged, until the challenge to the order is resolved pursuant to Chapter 380.05, Florida Statutes.

The foregoing Ordinance was offered by _____, who moved for its adoption on first reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Don Horton
Vice Mayor Sharon Mahoney
Councilman Steve Friedman
Councilwoman Deb Gillis
Councilwoman Anna Richards

PASSED on the first reading this ____day of_____, 2026.

[Remainder of this page intentionally left blank]

The foregoing Ordinance was offered by _____, who moved for its adoption on second reading. This motion was seconded by _____, and upon being put to a vote, the vote was as follows:

Mayor Don Horton
Vice Mayor Sharon Mahoney
Councilman Steve Friedman
Councilwoman Deb Gillis
Councilwoman Anna Richards

PASSED AND ADOPTED on the second reading this _____ day of _____, 2026.

_____
DON HORTON, MAYOR

ATTEST:

_____
MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE SOLE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

_____
JOHN J. QUICK, VILLAGE ATTORNEY

EXHIBIT "A"
(ZONING MAP AMENDMENT)

EXHIBIT "B"
(LEGAL DESCRIPTION)

Parcel ID 00096240-000000:

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbre Key, Monroe County, Florida, said Plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows,

Commencing at the Intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E. along the south-easterly right of way line for a distance of 579.64 feet, thence bear S.25°43'30"E. for a distance of 112.00 feet to the Point of Beginning of the parcel of land hereinafter described, from said Point of Beginning continue S.25°43'30"E. for a distance of 88.00 feet, thence bear S.53°2530"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet, thence bear N.25°43'30"W. for a distance of 88.00 feet, thence bear N.53°25'30"E. and parallel to Old State Highway No. 4A for a distance of 172.20 feet back to the Point of Beginning.
Containing 14,882.3 square feet.

Parcel ID 00096240-000100:

All of that certain part of Lot 6 of a Plat of part of Government Lot 1, all of Lots 2 and 3, Section 32, T-63-S, R-37-E, and all of Lot 1, Section 5, T-64-S, R-37-E, on Upper Matecumbre Key, Monroe County, Florida, said plat being recorded in Plat Book 1, Page 41, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows,

Commencing at the Intersection of the Westerly line of Lot 6 and the Southeasterly right of way line of Old State Highway No. 4A, bear N.53°25'30"E., along the south-easterly right of way line for a distance of 407.44 feet to the Point of Beginning of the parcel of land hereinafter described, from said Point of Beginning continue N.53°25'30"E., along the southeasterly right of way line of Old State Highway No. 4A for a distance of 172.20 feet to a point, thence bear S.25°43'30"E. for a distance of 112.00 feet, thence bear S.53°25'30"W. and parallel with Old State Highway No. 4A for a distance of 172.20 feet, thence bear N.25°43'30"W. for a distance of 112.00 feet, back to the Point of Beginning. Containing 18,942 square feet.