AGENDA

KEY COLONY BEACH CITY COMMISSION
REGULAR MEETING & PUBLIC HEARING
Thursday, August 17, 2023 – 9:30 am
Located at the Temporary Meeting Place for the City of Key Colony Beach,
at the Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach
& Virtually via Zoom Conferencing
Zoom Login Information at the end of the Agenda

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call

2. Agenda Additions, Changes & Deletions

3. Special Request

4. Citizen Comments and Correspondence

Key Colony Beach, Code of Ordinances: Sec. 2-90. - Public participation

(1) Public participation on agenda items: *Members of the public may speak for three minutes on any agenda items; and may only speak once unless waived by a majority vote of the commission.*

(2) Decorum. *Members of the public shall not make inappropriate or offensive comments at a city commission meeting and are expected to comply with the rules of decorum that are established for commissioners. Individuals who violate any rules of the city commission may be ruled out of order by the mayor or on a point of order made by a commissioner. A majority vote of the city commission will rule on the point of order. An individual who violates the rules of decorum may be removed from the meeting at the direction of the mayor.*

5. Approval of Minutes

a. *07-20-2023 City Commission Regular Meeting & Public Hearing Minutes –* ***Pgs. 1-15***

6. Committee and Department Reports

- ***a.*** *Marathon Fire/EMS – Marathon Asst. Fire Marshal Card*
- ***b.*** *Police Department – Chief DiGiovanni*
- ***c.*** *Building Department – Building Official Leggett*
- ***d.*** *Public Works – Public Works Department Head Guarino*
- ***e.*** *City Clerk – City Clerk Gransee*
- ***f.*** *Code Enforcement Officer – Code Officer Goldman*
- ***g.*** *Beautification Committee*
- ***h.*** *Planning & Zoning Board*
- ***i.*** *Recreation Committee –Report by Ted Fischer & Mike Yunker on the Pickleball Expansion* ***– Pgs. 16-26***
- ***j.*** *Utility Board*

7. Items for Discussion/Approval

- ***a.*** *Discussion/Approval of the Haack Excavating, Inc., bid for Stormwater Improvements on 9th and 10th Street in the amount of $1,299,700.00* ***– Pgs. 27-42***
- ***b.*** *Discussion/Approval of the Haack Excavating, Inc., bid for 9th, 10th, and 11th Street Stormwater Injection Wells in the amount of $597,000.00.* ***– Pgs. 43-56***
- ***c.*** *Discussion/Approval of the Reynolds Construction of Florida, LLC, bid for a WRF Aerobic Digester Support Platform Column Replacement in the amount of $113,250.00* ***– Pgs. 57-66***

8. City Administrator Items for Discussion/Approval

- ***a.*** *Update on Janitorial Services by Brightview*
- ***b.*** *Budget Update FY2023/2024*
- ***c.*** *Guidance on Implementation of Assessing Fines for Failure to Comply with Sewer Pipe Testing and Inspections per Sec. 14-5 Code of Ordinances.* ***– Pg. 67***

9. Secretary-Treasurer's Report

- ***a.*** *July 2023 Financial Summary* ***– Pgs. 68-69***
- ***b.*** *Updated City Hall Financing Plan* ***– Pgs. 70-72***
- ***c.*** *Approval of Warrant 0723 in the amount of $406,647.54.* ***– Pg. 73***

10. City Attorney's Report

- ***a.*** *Introduction to an Ordinance on Sea Turtle Protection for the City of Key Colony Beach* ***– Pgs. 74-84***
- ***b.*** *Update on the Hiring of an Independent Investigative Attorney regarding Allegations of Fraud.*
- ***c.*** *Review of USPS contract*
- ***d.*** *Personnel Policy Update*
- ***e.*** *Notice of Special Meeting for a Closed Special Attorney/Client Session on August 18th, 2023, at 9:30 am pertaining to LAURIE SWANSON VS. KEY COLONY BEACH – CASE NO. 23-CA-000205-M* ***– Pg. 85***

11. Ordinances & Resolutions

- ***a.*** ***Resolution No. 2023-09:*** *A Resolution of the City of Key Colony Beach, Florida, imposing the annual Stormwater Utility Special Assessment for Fiscal Year commencing October 1, 2023; approving the Assessment Roll, providing for collection of the Assessments; and providing for an effective date.*
  - *I. Resolution No. 2023-09: Annual Stormwater Utility Assessment FY2023/2024* ***– Pgs. 86-87***
  - *II. Proof of Publication* ***– Pg. 88***

- ***b.*** ***First Reading of Ordinance No. 2023-486:*** *An Ordinance of the City of Key Colony Beach, Florida; Amending Chapter Fourteen of the Code of Ordinances, Entitled Sewers and Sewage Disposal, Section 14-6 Monthly Rates and Charges, and Providing for Codification; Repealing any Inconsistent Provisions; Providing for Severability; And Providing an Effective Date.* ***– Pgs. 89-91***

12. Commissioner's Reports & Comments

- ***a.*** ***Commissioner Harding***
  - ***i.*** *Wastewater Status Update* ***– Pg. 92***
  - ***ii.*** *Dry Floodproofing Project Update* ***- Pgs. 93***
  - ***iii.*** *FLC Conference Feedback*
- ***b.*** ***Commissioner Foster***
  - ***i.*** *Update on Police Vehicles Maintenance Status and next Purchase Date*

13. Adjournment

This meeting will be held at the temporary meeting place for the City of Key Colony Beach at the Key Colony Inn Banquet Room at 700 W. Ocean Drive, Key Colony Beach, Florida, and virtually via Zoom.

Join from a PC, Mac, iPad, iPhone or Android device:
Please click this URL to join. https://us02web.zoom.us/j/88028499793?pwd=WG05OXB5K2FBMTk5VDFlN0o2T1gvZz09
Passcode: 614784

Or One tap mobile:
+13052241968,,88028499793#,,,,*614784# US
+13126266799,,88028499793#,,,,*614784# US (Chicago)

Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 305 224 1968 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171
Webinar ID: 880 2849 9793
Passcode: 614784
International numbers available: https://us02web.zoom.us/u/kb7bOvDu7T

MINUTES

KEY COLONY BEACH CITY COMMISSION
REGULAR MEETING & PUBLIC HEARING
Thursday, July 20, 2023 – 9:30 am
Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call: Mayor Trefry called the City Commission Regular Meeting and Public Hearing to order at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Patricia Trefry, Vice-Mayor Beth Ramsay-Vickrey, Commissioner Tom Harding, Commissioner Freddie Foster, Commissioner Joey Raspe. **Also present:** City Administrator Dave Turner, Assistant Fire Marshal Mike Card, Building Official Lenny Leggett, Building Assistant Karl Bursa, Police Chief Kris DiGiovanni, City Attorney Dirk Smits, City Clerk Silvia Gransee, Code Officer Barry Goldman, Public Works Department Heard Mike Guarino, Administrative Assistant Cheryl Baker.

Public Attendance: 17
Zoom Attendance: 37

2. Agenda Additions, Changes & Deletions: City Administrator Turner asked for the addition of the approval for emergency repair parts for the Utility Plant. The Mayor agreed for the item to be added under the City Administrator's Report as Item 8b.

3. Special Request: None.

4. Citizen Comments and Correspondence

Mayor Trefry invited attendees to give public comment.

Fred Swanson, 620 9th Street, spoke on his submitted correspondence to the City Commission.

Laurie Swanson, 620 9th Street, spoke to Commission on media coverage and the current events surrounding a new City Hall building.

Dan Schott, 800 11th Street, spoke on the proposed City Hall and voiced his opposition to a new City Hall building.

Georgie Sage, Sunset Beach Club, gave her opposition to a new City Hall building, asked for a postponement on the action item, and gave a request for a bid for repairs for the current Marble Hall.

James LaConti, 250 Sadowski Causeway, gave his experience in the construction business and voiced his opposition to a new City Hall building.

Larry Mills, 251 4th Street, spoke on his request for bid documents and his work experience with bid evaluations.

Mayor Trefry asked for citizen comments online. City Clerk Gransee explained technical difficulties and asked for permission to review citizen correspondence first. Mayor Trefry agreed.

City Clerk Gransee informed on the following correspondence received by the City Clerk for the City Commission:

July 3rd, Donald Steamer, 311 11th Street – gave thoughts on the bid evaluation meeting and asked for a re-bid with additional time.

July 10th Ron Teke, 290 10th Street – voiced concerns on the received bids and gave a recommendation to reopen the bidding process.

July 10th, Dorothy Eville, 77 7th – gave her opinion on a new City Hall building, the bidding process, and declared opposition to a new City Hall building.

July 10th, Paul Eville, 77 7th Street – commented on trailer rentals and stated his opposition to a new City Hall building.

July 10th, Fred Swanson, 620 9th Street – gave thoughts on the Evaluation Committee meeting and voiced opposition to the acceptance of either bid.

July 12th Laurie Swanson, 620 9th Street – stated her disappointment with the City Clerk, gave concerns on the overall process, questioned the validity of the bid opening, and stated opposition to the acceptance of either bid, and asked for the resignation of City Commissioners.

July 13th, Constance Foster – questioned stated exemptions on bids and gave questions on funding for a new city hall building

July 13th, Marie Flood, no address given – asked for the resignation of City Commissioners and gave opposition to the City Hall bid.

July 13th, Sue Bartkus, 140 1st Street – gave concerns on the number of received bids and voiced opposition for a new City Hall building.

July 15th, Fred Swanson, 620 9th Street – asked for acknowledgement of receipt on his correspondence from July 10th.

July 17th, Marcus Anderson, 101 4th Street – stated opposition on accepting the bid, questioned financing, and voiced opposition to a new City Hall building.

July 18th, Fred Swanson, 620 9th Street – gave thoughts on the design of the new city hall building and voiced opposition to a new city hall building and the acceptance of a bid.

July 18th, Ken Jones, no address given – gave thoughts on becoming a full-time resident, past experiences both personal and professional, and gave questions on process and transparency.

July 18th, Judi Virost, 80 7th Street – gave concerns on the consideration of bids and gave support for a remodel of the current City Hall.

July 19th, Patricia, and Robert Apostolakis, 450 12th Street, and 44 7th Street, gave "two no votes for the new building for City Hall and the Post Office.

July 19th, Cynthia, and William Catto, 601 W. Ocean Dr. – asked for the rejection of the current bids and to seek additional bids.

July 19th, Orlando Fernandez, no address given, stated his dissatisfaction with the Administration and opposition to a new City Hall building.

July 19th, Dean Williamson, no address given, asked questions on the USPS Postal Lease.

July 19th, Joanna, and Richard Milovcich, two no-votes for a new City Hall Building.

July 20th, 'Concerned in KCB' Group, no address given, stating opposition to a new City Hall building.

July 20th, James LaConti, 250 Sadowski Causeway, stated his opposition to the acceptance of the bids and asked to come to a solution.

There was no additional citizen correspondence.

Mayor Trefry asked for citizen comments online.

Joe Schmidt, talked on negative news, comments on allegations of fraud, and gave his demands to the City Commission.

Constance Foster, 54 7th Street, talked to the Commission on the received bids and asked for the reconsideration of repair of the old building and other alternatives.

There was no additional public comments.

5. Approval of Minutes: Mayor Trefry approved the minutes from the June 15th City Commission Regular Meeting and Public Hearing and the June 15th City Commission Public Hearing as written with no objections from the Commission.

6. Committee and Department Reports

a. Marathon Fire/EMS – Assistant Fire Marshal Mike Card reported reduced Fire and EMS calls and reminded for slower traffic to stay in the right lane to help keep the roadways open. Mike Card further reported on a new Fire Chief for the City of Marathon with a starting date of September 1st. Assistant Fire Marshal Card continued by updating on the Benevolent Fund for the Fire Department and explained the purpose behind the organization and encouraged member applications. Mike Card informed on having hired four new EMT Firefighter Paramedics who are currently undergoing training. Mike Card updated on the Web EOC webinars in preparation for hurricane preparedness and clarified where to find membership applications for the Benevolent fund and the services the fund provides.

b. Police Department – Chief DiGiovanni

c. Building Department – Building Official Leggett

d. Public Works – Public Works Department Head Guarino

e. City Clerk – City Clerk Gransee

f. Code Enforcement Officer – Code Officer Goldman

g. Beautification Committee

h. Planning & Zoning Board

i. Recreation Committee – Chair Report

j. Utility Board

Mayo Trefry asked for Commissioner comments on staff reports.

Commissioner Foster asked how anonymous complaints are being processed and if laws are being followed. Code Enforcement Officer Goldman explained the rule and how it applies to him.
Chief DiGiovanni gave further information and recalled a past experience in the difficulty in resolving an anonymous complaint.

Commissioner Harding asked City Administrator Turner to elaborate on the grant for the Playground on 1st Street. City Administrator Turner detailed updates for a shade structure over the existing playground equipment, a rebuild of the tiki hut roof, and increase of the rubber mulch. City Administrator Turner explained that the additional funds will come out of the ARP monies which makes the project free to the taxpayer.

Commissioner Raspe thanked the department heads for submitting their reports, in particular the comprehensiveness of the Police Departments report, and the overall savings of time at a meeting these reports provide.

7. Items for Discussion/Approval
a. Discussion/Approval: Appointment of Alternate Sandra Glassman to be a full member on the Beautification Committee.

Mayor Trefry introduced the agenda item and asked Beautification Committee Vice-Chair Sandy Bachman for any additional comments. Sandy Bachman had none. Mayor Trefry asked for a motion to approve Sandra Glassman as an alternate to the Beautification Committee.

MOTION: Motion made by Commissioner Ramsay-Vickrey. Mayor Trefry asked for a second. Commissioner Foster seconded the motion.
DISCUSSION: City Clerk Gransee asked for clarification on the appointment to a full member to the Committee.
AMENDED MOTION: Commissioner Ramsay-Vickrey amended her motion to appoint Sandra Glassman to be a full-time member of the Beautification Committee. Mayor Trefry asked for a second. Commissioner Foster seconded the motion.
FURTHER DISCUSSION: None.
ON THE AMENDED MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of Xylem Water Solutions USA, Inc. Quote #2023-WEP-0449 for a Submersible Propeller Pump in the amount of $21,727.00.

Mayor Trefry introduced the agenda item and asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Mayor Trefry asked for a second. Vice-Mayor Ramsay-Vickrey seconded the motion.
DISCUSSION: Commissioner Foster asked City Administrator Turner if the item was approved by the Utility Board. City Administrator Turner confirmed the approval.
ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval of Xylem Water Solutions USA, Inc. Quote # 2023-WEP-0448 for a Submersible Pump in the amount of $11,338.00.

Mayor Trefry introduced the agenda item and asked for a motion to approve.

MOTION: Motion made by Commissioner Raspe to approve. Mayor Trefry asked for second. Commissioner Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Approval on adopting Monroe County's Code of Ordinance on Sea Turtle Protection (Code 1979, 13-67; Ord. No. 8-1994, Sec. 7; Ord. No. 10-1998, 1).

Mayor Trefry introduced the agenda item and asked City Attorney Smits to elaborate on the topic. City Attorney Smits stated support for the agenda item and explained protection under the County's ordinance. Vice-Mayor Ramsay-Vickrey explained her disagreement with the adoption of the County's ordinance for it being out of date and the exclusion of critical criteria including lighting and mechanical beach cleaning. Vice-Mayor Ramsay-Vickrey asked for the review of the ordinance before adoption.
Commissioner Harding asked on the State requirements for proper lighting on stairways and how to accommodate proper turtle lighting and still meeting state laws.
Commissioner Foster asked City Attorney Smits to elaborate on why this ordinance is needed and if the City can choose which parts to adopt and incorporate. City Attorney Smits explained Florida Statutes, enforcement mechanisms, the ability to provide more protection than the State Statute, and the Turtle Foundation to be a guidepost for the Fish and Wildlife Commission.
Commissioner Raspe asked to make a motion to stay with the County ordinance and to come back next meeting with a more restrictive ordinance. Commissioner Raspe further asked to have Vice-Mayor Ramsay-Vickrey chair the topic with his help.
Mayor Trefry stated no need to adopt the County's ordinance and agreed to bring back the ordinance the following month tailored to the city. Mayor Trefry asked Commissioner Raspe for a motion.

MOTION: Motion made by Commissioner Raspe to table the agenda item and bring it back the following month with a more restrictive ordinance better tailored to the City's needs. City Attorney Smits asked for clarification on a timeline. Commissioner Raspe confirmed his intent for a workshop in August and a first reading in September. Mayor Trefry asked for a second. Vice-Mayor Ramsay-Vickrey seconded the motion.
DISCUSSION: City Attorney Smits reminded that no two Commissioners can work on the matter at the same time. City Administrator Turner stated to be available to Commissioners as well as City Attorney Smits.
ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Approval to Engage an Independent Investigative Attorney regarding Allegations of Fraud.
i. Update on Statute of Limitations: City Attorney Smits updated on the Statute of Limitations and explained the timelines on the limitations of fraud and laws in Florida Statutes. City Attorney further elaborated on possible obstacles determining who is at fault and recovery of fraudulent conduct.
ii. Estimate of costs for an investigative attorney: City Attorney Smits explained the estimate on cost for an investigative attorney and offered to obtain more quotes if desired. City Attorney Smits further explained anticipated costs.
Commissioner Foster asked City Attorney Smits to explain the power of enforcement and subpoena power by the investigative attorney. City Attorney Smits stated for the investigator to have no subpoena power and for every person to have a right to remain silent. Commissioner Foster questioned the purpose of an investigation and the level of the FEMA investigation. City Attorney Smits stated no knowledge of the investigation other than the name and position of the person and detailed his understanding of a FEMA investigation. City Attorney Smits further stated no knowledge of the subpoena power of a FEMA investigator.
Vice-Mayor Ramsay-Vickrey stated for the allegations made in the May 24th newspaper to be serious and the need for them to be addressed. Vice-Mayor Ramsay-Vickrey clarified that the allegations did not come from her, but from Kathryn McCullough, and had only asked for an investigation into the allegations made by Kathryn McCollough in the May 24th newspaper. Vice-Mayor Ramsay-Vickrey elaborated on her support for an outside independent investigation into former Commissioner and City Clerk Kathryn McCullough in addition to any FEMA investigation.
Commissioner Raspe stated his belief that a FEMA investigation to be sufficient and there was no need to hire anyone else.

Mayor Trefry entertained a motion to hire an investigative independent attorney and asked for a motion.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to hire an outside independent investigative attorney to look into the allegations of fraud levied by Kahryn McCullough in the Citizen Newspaper on May 24th. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: Commissioner Foster suggested for the allegations made by Vice-Mayor Ramsay-Vickrey to be included. Mayor Trefry stated to welcome transparency and any wrongdoings the investigation will uncover. Commissioner Harding stated for an outside investigation to be objective and the importance of transparency to the State and FEMA.
ON THE MOTION: Rollcall vote. Commissioner Raspe – No. Vice-Mayor Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner Foster – No. Mayor Trefry - Yes. Motion passed.

City Attorney Smits stated to circulate the attorney's proposal for review and clarified the need for signature to get started.

f. Discussion/Approval on Recommendations by the Bid Evaluation Committee for the City Hall Project: Terrence Justice/LIVS Associates

Mayor Trefry introduced the agenda item and asked for the members of the Bid Evaluation Committee to be present. Lazaro Cabezon, from Livs Associates, spoke to the Commission and explained the findings of the Bid Committee. Mr. Cabezon talked about the differences in price for the bids, the missing performance bond, and stated the benefit for the City to rebid the project.

Terrence Justice spoke on the recommendation from the Bid Evaluation Committee and explained the Commission's discretion to award the bid to the lower bidder. Terrence Justice talked to the Commission on the number of bids, bid documents, the disqualification of one bid, the option to award, and the discretion to rebid.

Commissioner Raspe questioned Terrence Justice on typos and math calculations. Mr. Justice explained the rules on discrepancies and minor inconsistencies, his evaluation of the bids, and reiterated the Commissions ability to come to their own decision and to disagree with the Committee's recommendation. Commissioner Raspe continued questioning Terrence Justice on differences in bids and if bidders were vetted. Terrence Justice explained the rules on private conversations with bidders and his evaluation of the bids. Commissioner Raspe continued questioning Terrence Justice on the bid evaluation and how the Committee came to their recommendation.

Commissioner Foster questioned Terrence Justice if he received payment for his review. Mr. Justice stated that he had not invoiced the City at this point. Commissioner Foster also voiced concern over the dismissal of the PSC bid for typos and math calculations. Terrence Justice continued answering questions on work sites and references, review of drawing packages, and concerns by Commissioner Foster about the score sheet and no guidance document.

Commissioner Harding asked Terrence Justice to elaborate on his request for a performance bond. Mr. Justice explained the standard requirement for a performance bond for publicly bid projects and its purpose for protection to the City. Mr. Justice gave further thoughts to his recommendation and adjustments made for electrical cost savings.

Vice-Mayor Ramsay-Vickrey had no questions for Terrence Justice.

Mayor Trefry asked for additional comments from Lazaro Cabezon. Mr. Cabezon stated to have followed up with references given and found change order requests satisfactory. City Administrator Turner clarified Mr. Cabezon's statement on references and change order requests.

Commissioner Raspe asked to share pictures of a current HOB jobsite with the Commission. City Attorney Smits allowed the pictures and asked the pictures to be made part of the record. Commissioner Raspe shared the pictures with the Commission. Mayor Trefry asked for Commissioner Raspe to share the pictures with the City Clerk. City Attorney Smits asked for the pictures to be appended to the minutes.

Mayor Trefry asked Commissioner Raspe if the photos represent violations of the Marathon City Code. Commissioner Raspe stated possible violations due to the debris and clarified the date of the pictures.

Mayor Trefry entertained a motion to approve or deny awarding the City Hall Project to HOB's or go out for a second bid. Mayor Trefry asked for a motion.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the awarding of the bid to HOB. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: Commissioner Foster questioned the entertainment of the motion and stated disagreement. Commissioner Harding asked staff for clarification on the bidding process. City Administrator Turner explained that Livs Associates was hired by the time he became the City Administrator and recalled some changes to the drawings. City Administrator Turner continued explaining the bidding process through DemandStar as the public platform for government bids and gave further information on plan holders and bidders. City Administrator Turner continued explaining the process of answering questions from contractors through DemandStar.
Commissioner Harding stated that due diligence was done by the staff in the bidding process and recalled his experience on the Utility Board in regard to bids and change orders. Commissioner Harding gave further thoughts in support of the bid including the bid coming in at 4.6% of the projected number, and concerns on receiving additional bids if the project is put out to bid again. Commissioner Harding gave support for the hiring of a local manager for the project.

Vice-Mayor Ramsay-Vickrey spoke on past years hurricanes limiting the availability of contractors and increasing costs in bids as well as Covid causing supply chain issues and driving construction costs. The Vice-Mayor continued talking on prior engineers reports showing substantial damage and explained the definition of substantial damage per FEMA. Vice-Mayor Ramsay-Vickrey gave further details of a FEMA site inspection in 2017 finding severe damage, and an engineer's report from March 2018 recommending demolition and replacement. Vice-Mayor Ramsay-Vickrey informed of the December 2017 report talking of critical damage and recommending the demolition of the building. Vice-Mayor Ramsay-Vickrey continued reporting on the prior Building Inspector's determination in a letter from December 2021 stating the scope of repair exceeding the 50-percent rule and citing major repairs necessary. The Vice-Mayor reported this report followed the prior Building Official's letter from April 25, 2018, which stated unsafe offices in City Hall and major damage. Vice-Mayor Ramsay-Vickrey further informed on meeting minutes from a January 26, 2005, Ad-hoc Committee meeting for City Hall's Renovation and Replacement, which included Joe Schmidt, Corky Sperhly, and Ed Borysiewicz. Vice-Mayor Ramsay-Vickrey continued given details of the meeting minutes including reports on the sinking floor and recommendations on renovations or replacement of City Hall, as well as cost estimates. Vice-Mayor Ramsay-Vickrey informed of a handwritten note from former Building Official Ed Borysiewicz from January 31st, 2005, to the Ad-Hoc Committee giving details on needed repairs and costs. The Vice-Mayor continued informing of additional committee meetings and findings of the Committee including a recommendation of a new building. The Vice-Mayor spoke on FEMA's 50-percent rule including rules on substantial damage, calculations on repair estimates, and requirements per FEMA on compliance including the elevation of the building. Vice-Mayor Ramsay-Vickrey gave additional detail on prior findings about the building not being able to be lifted and the building having to be code compliant. Vice-Mayor Ramsay-Vickrey stated understanding of both sides and the importance of FEMA compliance and following its mandate. Vice-Mayor Ramsay-Vickrey continued reasoning in support of the award of the bid and voting in accordance with the 50-percent rule, in compliance with the flood insurance program, FEMA, and future funding opportunities.

Commissioner Raspe questioned why no commercial contractors bid the project. Commissioner Harding stated his understanding for several larger active projects in Monroe County as well as other areas in the State, and the City Hall project being a smaller job in comparison.
Commissioner Raspe disagreed with Commissioner Harding and reiterated being more comfortable with a commercial builder and questioned the acceptance of one bid for a project.
Commissioner Harding repeated his experience with receiving bids on the Utility Board and his condominium complex. Commissioner Harding further expressed no surprise by the low number of bids based in his experience.

Commissioner Foster commented on Commissioner Raspe's background in heavy construction and his own experience in heavy construction as senior project manager and stated his opposition at its highest level. City Administrator Turner confirmed to Commissioner Foster on having received additional bids which were given to legal. City Attorney Smits confirmed that a timeframe was given in the bid, and responses received after were closed. Commissioner Foster asked for confirmation of two bids having been denied due to the timeframe not having been extended. City Administrator Turner clarified that two bidders asking for extensions does not necessarily produce a bid.

Mayor Trefry asked for any further discussion. There was none. City Clerk Gransee asked for the restatement of the motion.

RESTATEMENT OF MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to accept the HOB bid for the new City Hall project. City Clerk Gransee confirmed the second by Commissioner Harding.
FURTHER DISCUSSION: None.
ON THE MOTION: Rollcall vote. Commissioner Foster – No. Commissioner Raspe – No. Vice-Mayor Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Mayor Trefry – Yes. Motion passed.

Mayor Trefry called for a recess at 11:45 am until 12:00 pm.

The meeting reconvened at 12:00 pm.

g. Discussion/Approval for USPS Lease Agreement #QG0000781860:

Mayor Trefry introduced the agenda item and asked City Administrator Turner to elaborate. City Administrator Turner gave the background of coming to a lease agreement with the help of Congressman Jimenez. The City Administrator gave details on the length of the agreement of 10 years with the option to 30 years. City Administrator Turner thanked Congressman Jimenez for his help and asked the Commission for questions.
Commissioner Foster asked City Administrator Turner to clarify the purpose of the annual rent of $1.00. City Administrator Turner explained that the annual rent was in place when he took office and the directive was given to not change the amount. City Administrator Turner gave further thoughts on the possibility of raising the rent and differences in leases between government and private sector. City Administrator Turner confirmed not having asked for an increase in rent nor having knowledge of it being done prior.

Commissioner Harding commended City Administrator Turner for his work on keeping the Post Office and voiced his satisfaction in having a lease.
Vice-Mayor Ramsay-Vickrey agreed with Commissioner Harding and stated support for the lease.
Commissioner Raspe stated that a compromise would have been welcome and gave thoughts on possible costs for the Post Office if lease was not renewed.
Mayor Trefry said for the City to be fortunate to have the lease and explained alternatives to having a post office in the City. Mayor Trefry continued explaining being in a dialogue with the Main Postmaster on various issues and

working on solutions. City Attorney Smits stated he did not review the contract and the Commission can pass the contract pending on legal review. Mayor Trefry entertained a motion concerning the lease for the postal service.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to accept the lease for the Postal Service conditioned on legal review. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: Commissioner Foster stated to support the Post Office in the City but voiced difficulties with the acceptance of the annual rent. There was no further discussion.
ON THE MOTION: Rollcall vote. Commissioner Harding – Yes. Commissioner Foster – No. Commissioner Raspe – Yes. Vice-Mayor Ramsay-Vickrey – Yes. Mayor Trefry – Yes. Motion passed.

8. City Administrator Items for Discussion/Approval
a. Introduction of Budget for FY2023-2024

Mayor Trefry introduced the agenda item and asked City Administrator Turner to continue.
City Administrator Turner explained the budget approval process including information on important dates and upcoming meetings.
The City Administrator shared data on the taxable value of the City over the last years and what increases occurred. City Administrator Turner continued explaining the proposed budget and current exclusions. City Administrator Turner recommended keeping the millage rate the same at 2.8726 percent and but voiced confidence in keeping the millage the same despite cost increases. City Administrator Turner continued informing on lower millage rates and voting requirements. City Administrator Turner informed that a lower millage rate to 2.5835 percent would represent cuts or layoffs.
Commissioner Harding explained the County's budget timeline and purpose of September meetings. City Administrator Turner confirmed the deadline to submit the initial millage rate to the county by the end July and also explained the millage rate can go down but cannot go up. Commissioner Harding continued explaining the budget process.
City Administrator Turner continued his report on the proposed budget including ad valorem taxes and proposed rollback. The City Administrator informed of proposed millage rates for other municipalities in the county and further explained homesteaded versus non-homesteaded property tax increases due to the increased value of the city. City Administrator Turner continued reporting on expected income and expenses and confirmed that no new City Hall expenses were included in the proposed budget. Commissioner Harding clarified the process for possible budget amendments after Law Enforcement negotiations are completed.
City Administrator Turner continued presenting the proposed budget including protective services, Fire EMS, Public Works, Parks and Recreation, and the Beautification Committee Budget. City Administrator Turner informed on proposed additions to reserves and equipment, educated on purpose of reserves, and advised on additions to contingencies for hurricanes and other unforeseen events.

City Administrator Turner presented the increased highlights in the proposed budget including FRS increases, health insurance costs, flood and wind, liability, and technology needs. City Administrator Turner informed on salary increases and anticipated COLA adjustments between five to seven percent.
City Administrator Turner recommended keeping the millage rate the same at 2.8726 percent the same as last year, or lower, and further explained additional monies available if millage is being kept the same and possible uses for it.
Commissioner Raspe recalled storm clean up after Hurricane Irma and asked if the City was still under contract with the same contractors. City Administrator Turner informed on being in a MOU (Memorandum of Understanding) with Monroe County and explained the purpose behind. City Administrator Turner further explained the process in the event of a storm.
Commissioner Harding gave information on the purpose of the Web EOC and explained that working with the County is in the best interest for the City.
City Administrator Turner gave further information on issues on reimbursement and the use of Web EOC during an emergency event.

Commissioner Foster recalled his experiences after Hurricane Irma and asked about the risks on being independent from the County and the costs on the reserves and difficulties in the recovery of monies.
City Administrator Turner guessed an estimate of an additional 3 million dollars to the budget and the needs for multiple tax increases.
Commissioner Harding recalled costs after Hurricane Irma did not meet FMEA requirements and where mostly ineligible for reimbursement. Commissioner Harding recalled about 1.3 million dollars in costs for the Hurricane Irma cleanup, which the City was reimbursed for some but not all due to missing documentation. Commissioner Foster asked if the City is in a better condition with the lessons learned from past experiences and stated concerns for the City. City Administrator Turner clarified the storm debris clean-up process and the City's ability to clean their own streets.
Mayor Trefry recalled the costs of Hurricane Irma to be closer to 1.5 million dollars and the City having paid with a line-of-credit which was paid back over a year.
Commissioner Harding informed on what difficulties occurred after Hurricane Irma and what has been learned from it.
Mayor Trefry spoke on contractor requirements and prior processes.
City Administrator Turner continued presenting the City's proposed budget and anticipated variables and asked for the millage to stay the same.
Mayor Trefry asked City Administrator Turner to see a reduction.
City Administrator Turner further explained the process of storm cleanup.
Mayor Trefry asked if new Commissioners are familiar with the Web EOC platform and asked City Administrator Turner for an opportunity to educate. City Administrator Turner agreed and further discussion followed on the Web ECO process during an event and City Administrator Turner's responsibilities in the event of a storm.
Mayor Trefry asked on a possible presentation by Shannon Weimer, Director of the Monroe County EOC, on Storm readiness. City Administrator Turner confirmed to reach out.

City Administrator asked for a motion and a vote to keep the millage rate the same.

MOTION: Motion made by Commissioner Raspe to recommend keeping the millage rate at 2.8726 %. The same as last years. Commissioner Harding seconded the motion.
DISCUSSION: City Administrator Turner confirmed the correct millage rate.
ON THE MOTION: Rollcall vote. Unanimous approval.

b. Agenda addition: A Proposal from Komline-Harn for a Cartridge Filter Housing Emergency Replacement in the amount of $25,712.97.

Mayor Trefry introduced the agenda item and asked City Administrator Turner to elaborate. City Administrator Turner explained the need for the replacement of the part for the plant to continue operating. Mayor Trefry asked for a motion.

MOTION: Motion made by Commissioner Raspe to approve. Commissioner Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

9. Secretary-Treasurer's Report
a. Treasurer's Report June 2023: Commissioner Harding gave the Treasurer's report in his position as Secretary Treasurer. Commissioner Harding reported on taxes, overall expenses, general and restricted cash accounts, and infrastructure accounts. Commissioner Harding reported an expected rollover amount for the end of this fiscal year but showing a negative running balance for the current month. Commissioner Harding informed for the income from rental licenses to increase in the next months. Commissioner Harding continued talking on Wastewater and predicted a negative balance with a need to pull from the reserves for maintenance items.

Commissioner Harding additionally reported on continuing Stormwater reimbursements and no concerns in cash flow.
Commissioner Harding continued informing on the annual financial audit with the City being in overall healthy financial condition in compliance.

Commissioner Harding continued his financial report on the draft financial plan for the proposed City Hall Project. Commissioner Harding educated on sales tax funding and the funding it provides for the City for infrastructure projects. Commissioner Harding continued his report on rollover amounts, the State Hardening Grant, and cash transfers for City Hall funding to minimize a loan amount. Commissioner Harding recommended onsite engineering support services and gave further information on a possible loan for the City Hall project. Commissioner Harding explained that the Commission as a whole will make a decision on any loans for the City and, upon questioning by Commissioner Foster, gave his thoughts on a maximum acceptable loan amount, bank expectations, and taxes. Commissioner Harding clarified not anticipating having to raise taxes for the current bid, but rising medical and insurance costs might need recovery in the future.

b. Approval of Warrant 0623 in the amount of $357,212.15

Mayor Trefry introduced the agenda item and asked for a motion to approve Warrant No. 0623 in the amount of $357,212.15.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the warrant. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Trefry called for a recess until 1:15 pm.

The meeting reconvened at 1:15 pm.

10. City Attorney's Report

City Attorney Smits updated on the current litigations against the City and his anticipated outcome of both cases. City Attorney Smits further updated on the unionization status for the Police Department and waiting on the Public Employee Relations Committee to start negotiations. Mayor Trefry asked for Commissioner questions.
Commissioner Harding asked for the possibility of reimbursement of legal costs which City Attorney Smits explained are not that much in the lawsuit.

Commissioner Foster asked City Attorney Smits on the Employees Manual and if further discussion was needed. City Attorney Smits explained the importance of distinguishing responsibilities which are defined in the charter and the policy. City Attorney Smits continued talking on the Commission's province towards hiring and firing of certain positions and the managerial responsibilities of the City Administrator. City Attorney Smits stated that the policy can be clarified in accordance with the City's Code and will inform the Commission when completed.

11. Ordinances & Resolutions
a. Resolution No. 2023-07: A Pledge Of The Southeast Florida Local And Tribal Governments Endorsing The Southeast Florida Climate Action Pledge; Agreeing To Jointly Advance Strategic Climate Adaptation And Mitigation Planning, Programs, Policies And Projects; And Advancing The Implementation Of The Regional Climate Action Plan As Appropriate For Each Government.

Mayor Trefry introduced the agenda item and asked for motion to approve Resolution No. 2023-07.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: Commissioner Foster asked about costs associated with the approval of the Resolution. Commissioner Harding explained this to be a voluntary membership, and the groups support will benefit with future grants. Commissioner Harding further commented on the needs to affect climate change and sea level rises, and future mitigations to improve climate change. Commissioner Harding clarified no requirement for cost, but that attendance of training sessions and meetings are encouraged. Commissioner Harding stated his understanding of the group being an advisory group to make improvements for climate change.
Mayor Trefry asked City Attorney Smits to weigh in.
City Attorney Smits gave his legal opinion and stated this Resolution not to be permanent with no given mandates.
Commissioner Foster had no additional questions.
ON THE MOTION: Rollcall vote. Unanimous approval.

b. Resolution No. 2023-08: A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida; Determining The Proposed Millage Rate, And The Current Year Rolled-Back Rate, And The Date, Time And Place For The First And Second Budget Public Hearings As Required By Law; Directing The Finance Director To File Said Resolution With The Property Appraiser Of Monroe County Pursuant To The Requirements Of Florida Statutes And The Rules And Regulations Of The Department Of Revenue Of The State Of Florida; And Providing For An Effective Date.

Mayor Trefry provided the Reading of Resolution No. 2023-08 and asked for a motion to approve the Resolution.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve. Mayor Trefry asked for a second. Commissioner Harding seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

c. ~~**First Reading of Ordinance No. 2023-485:** Adopting Monroe County's Code of Ordinance on Sea Turtle Protection (Code 1979, 13-67; Ord. No. 8-1994, Sec. 7; Ord. No. 10-1998, 1), Article V. - Sec. 12-114~~

Agenda Item Removed

12. Commissioner's Reports & Comments
a. Commissioner Harding
i. Wastewater Sampling Update

Commissioner Harding updated on the Wastewater sampling and gave data on current cases per the CDC and the Florida Department of Health. Commissioner Harding informed on levels being very low for the City and gave data comparisons to neighboring counties and the national average. Commissioner Harding further updated on no concerns on Monkey Pox for the City and informed the current program to be funded until July 28th with an extension expected. Commissioner Harding updated that future testing will include the RSV and Flu virus and will provide further information at the next meeting.

Commissioner Harding updated on attending the Monroe County meeting on Grant Proposal Tips for working with FEMA, having attended the training on Form 6 requirements, having attended a DEP meeting for grant procedures, working with the City Administrator on the Utility Board Budget, having worked on the financial plan for City Hall, and having attended the DOAH meeting. Commissioner Harding further informed on having

attended the year-end review between BioBot and CDC, having attended an extreme heat summer seminar by FEMA as well as having attended the City Hall Evaluation meeting.

b. Commissioner Raspe

i. Discussion/Action on Unlicensed Contractors and the Establishment of Contractor Rules.

Commissioner Raspe reported on meeting with City Administrator Turner on concerns of contractors not being informed on City rules and having worked on solutions. Commissioner Raspe informed of new requirements for permit postings on job sites and possible signage on West Ocean and Sadowski.
Mayor Trefry commended Commissioner Raspe for his work.
City Administrator Turner asked for input from the Commission on agreement with the new process and questions on how to move forward. City Administrator Turner stated this new process to improve the lives of the residents in the City. The Commission continued talking on the topic.
Commissioner Foster had no comments.
Commissioner Harding suggested a banner for Storm Ready which states the requirements for a licensed contractor. Commissioner Harding further asked on knowledge of emergency exceptions for contractors on Sundays, which was confirmed as allowed with the Mayors permission. Mayor Trefry confirmed for staff to have been directed to move forward with a banner.

ii. ~~Consideration and Vote to Pursue Bids for Repair of Existing City Hall/ Marble Hall.~~

Commissioner Raspe removed the item from his report.

c. Vice-Mayor Ramsay-Vickrey

i.FKNMS Mooring Buoys

ii.Mini-Lobster Season, Education and Law Enforcement Partnerships.

Vice-Mayor Ramsay-Vickrey informed on participating in the Florida Keys National Marine Sanctuary Advisory Council meeting and gave an update on the Mini-Lobster Season including efforts by Law Enforcement and the TDC on education and enforcement. Vice-Mayor Ramsay-Vickrey further updated on a discussion on new mooring balls on popular dive sites.

Additionally, Vice-Mayor Ramsay-Vickrey reported on attending a Storm Committee meeting, having missed the BPW Induction meeting due to a bad back, having attended the Rotary Club Dinner honoring Sheriff Rick Ramsay, attendance of the County's 200-year celebration event in Big Pine Key, and having attended the BOCC meeting in June. Vice-Mayor Ramsay-Vickrey further informed on the upcoming National Night Out on August 1st and the American Cancer Society kick-off on August 8th at Dockside.
Police Chief DiGiovanni elaborated on the purpose of National Night Out and what interactions are being provided for the public. Mayor Trefry commented on a great event in the prior year. Commissioner Raspe informed that the Kids Fishing Derby is sponsoring the Swag for the City. Commissioner Harding suggested a letter to the FWC Leadership thanking for the City's support during Lobster season and asked Chief DiGiovanni for an evaluation after the season. Chief DiGiovanni updated on staffing for the upcoming week with further conversation on future planning.

d. Commissioner Foster

i. Status of Jamie Buxton promotion

Commissioner Foster asked Chief DiGiovanni for an update on Corporal Buxton's promotion. Chief DiGiovanni reported for all required training having been completed, and for the paperwork having been submitted to the City Administrator with a recommendation for promotion.
Commissioner Foster asked for City Administrator Turner to elaborate.

City Attorney Smits updated on ongoing communication with Mr. Axelrod and Attorney Mr. Miller on the question of Status Quo and that it has been advised that the Status Quo should be maintained until PERK has ruled. Commissioner Foster asked if the promotion can go forward if the Attorney's come to an agreement. City Attorney Smits explained that if everyone is in agreement it should happen and gave further thoughts on the topic and legal requirements.

ii.Protocol for process/approval of request for information from city employees

Commissioner Foster spoke on complaints on the delay on receiving information from the City on bids, and asked City Administrator Turner to explain the expectations of the process. Commissioner Foster clarified his question and asked what processes to follow on receiving information in a timely manner. City Clerk Gransee asked for permission to answer Commissioner Foster's question. City Clerk Gransee explained receiving Commissioner Foster's request for information and having answered his correspondence in a timely manner with information on Florida Statutes on exemptions. City Attorney Smits explained that public records requests have a reasonable time to be responded to and he accepted his share of responsibility in the delay of answer. City Attorney Smits continued talking about contacting his office, exemptions, and City Attorney Smith being his number two contact person.
Commissioner Harding commended City Clerk Gransee for her professionalism and responsiveness. Commissioner Harding further commented the bid process being a learning experience for everyone and thanked City Clerk Gransee. Commissioner Foster asked on a need for training and possible costs associated with. City Attorney Smits stated that public records training is always good due to constant changes and beliefs in staff having a good understanding. City Attorney Smits offered Commissioner Foster to provide an estimate for which training courses he desires. Commissioner Foster thanked City Clerk Gransee.

iii.Discussion/vote on the need to obtain an independent audit of the city building funds

Commissioner Foster spoke on the agenda item and stated his belief that after talking with previous building inspectors, an independent 4-year review should be completed. Mayor Trefry recommended to reach out to Jennifer Johnson and City Administrator Turner for a review. Commissioner Foster stated to want an independent investigation on the particular item and concerns on Building funds. Commissioner Harding thanked Commissioner Foster for his concern and voiced his confidence in Jennifer Johnson and her accounting firm. Commissioner Harding further stated seeing no need for an independent audit in addition to the City Administrator's review, his own review, and the independent auditor review from Miami. Commissioner Harding stated that the Utilization report probably needs review and updating. Commissioner Harding confirmed diligent review and for the building fund to be a stand-alone. Commissioner Harding gave additional information on the financial requirements for the building fund.
Vice-Mayor Ramsay-Vickrey agreed with Commissioner Harding and stated that Commissioner Foster should first meet with City Administrator Turner and Jennifer Johnson from the accounting firm for a review.
Commissioner Raspe stated that he believes for room for an independent audit but agreed that Commissioner Foster should meet with the City Administrator and Jennifer Johnson first and gave some concerns on changes that occurred with the Building Department.

City Attorney Smits suggested for the item to be flagged at the next audit for review with a timeframe of a 4-year lookback and gave further details on the purpose of utilization reports. Commissioner Foster stated fort his to satisfy his needs.

Commissioner Foster spoke on a previously mentioned email from City Administrator Turner regarding public safety and asked the City Administrator for clarification in his meaning. City Administrator Turner stated that the Fire and EMS contract expired with the cost possibly doubling for the service. Discussion followed on the term of public safety and what it entails. Commissioner Foster asked about future plans for the Police

Department. City Administrator Turner stated that the budget is for the Commission to decide and for Fire to be included in the definition of public safety. Commissioner Harding agreed for Fire, EMS, and the Police to be included in the definition of public safety.

City Administrator Turner stated for Jennifer Johnson to have informed of being available at any time for a meeting.

Mayor Trefry spoke on climate research and the heat advisory over the last few month and asked for everyone to complete their hurricane preparedness. Mayor Trefry further reminded of the upcoming Florida League of Cities and asked for City Clerk Gransee to send travel packages for attending Commissioners. City Clerk Gransee confirmed room and conference registrations and reminded of processes for travel arrangements and reimbursement procedures. City Clerk Gransee confirmed to send a reminder email to the Commission.

13. Adjournment: The meeting adjourned at 2:19 pm

Respectfully submitted,
Silvia Gransee
City Clerk

August 14, 2023

TO: Recreation Committee:

FR: Mike Yunker

At the March 16, 2023 KCB Commissioner's meeting, Recreation Committee Chair, Ted Fischer spoke with the commissioners about the concerns of overcrowding of pickleball courts and possible solutions. Ted discussed a fee structure for court use, the building of new courts, and funding. The Commissioners were in support of the ideas and voted to approve $15,000 to allow the city administrator to hire a landscape architect to come up with design ideas. All the commissioners commented in agreement of fee structures with the inclusion of Marathon residents being included in this fee structure, including local residents having priority use of courts. **The final motion by the commissioners was to find a location on 7th street for either tennis or pickleball.**

I agreed to assist the pickleball community and the city to come up with options that may alleviate the overcrowding on the pickleball courts without causing harm to the other sports of golf, tennis, bocce ball or basketball.

I've come up with several plans and after hashing them out with others connected with the different sports and the city, I think our **Option 4** may be the best available solution, but I still wanted input from the tennis community on how we could make this option work best before we proceed any further with a formal proposal to the Rec Committee and with their recommendation of approval to the City Commissioners. So, I did have a conversation with Barbara Tatarchuk in an effort to identify any issues that may be harmful to tennis. After our discussion, I felt the best option, and only option, was still option 4.

The options we have explored include:

1. New Pickleball courts on 7th St. – objection - noise and traffic concerns by neighboring homes; you would split pickleball courts into two locations making it difficult to administrate playing levels, and control court access.
2. Golf Course at the 9th tee - objection - position too close to #8 green which would result in safety hazard, requires shortening the longest hole on the course (# 9), affects hole in one requirement in tournaments.
3. Waste Water Treatment Plant – Reroute boat trailer storage and parking space and using space freed up by shutting down the Wastewater Treatment Beds – objection – loses too many trailer parking spaces already in demand, and subsequent loss of revenue to the City. Insufficient size for courts, layout didn't work. Also city needed more space for maintenance equipment being moved from city garage.

Each of the different plans had a real negative effect on a sport or city services except option 4.

With Option 4:

We would build a brand new double tennis court complex near 7th St and Shelter Bay Dr. The new courts would be laid out over where the current basketball court is (new asphalt though). These new courts would be identical to the existing courts in size except they would be:

All new surfaces, raised and sloped for drainage
Dedicated to tennis only (no pickleball lines)
New painted surface and lines
New fencing
New Windscreens and shrubbery
New nets
New drinking fountain
New Tiki Hut and benches
Electrical outlets
AED and first aid kit
No distracting noise from the pickleball players
Parking along Shelter Bay and 7th St, as well as park parking lot.
Bathrooms maintained by Public works between the Bocce and new Tennis Complex.

See option 4 sketches:

Positive of Option 4:

1. Retains the number 9 tee for "hole in one" tournament requirement (option 2&3).
2. Retains the number 9 tee as the "signature hole" of KCB golf (option 2&3).
3. No tree removal or excavation near Tee 9 (option 2&3).
4. No need for protection net which eliminates any safety issues (option 2&3).
5. Keeps all the pickleball courts in one central location making it easier to administrate.
6. It would add 4 new courts directly adjacent to the existing pickleball courts. This would give pickleball 8 dedicated courts, plus two overflow courts.
7. The new courts are away from 7 th St and although closer to 8 th St, the layout is on the side of the old tennis courts furthest away from 8th St. The vegetation will reduce pickleball noise from residents, and additional noise reduction screening could be added. Basketball would be closest to 8th St.
8. The basketball court would not be eliminated, only relocated.
9. There would be no interruption or changes to the boat trailer parking.
10. There would be limited disruption to any of the facilities off 7th St.
11. 4 additional pickleball courts along with the overflow courts would satisfy pickleball play in KCB indefinitely.
12. 8 courts will provide playing benefits to KCB home owners and vacationers.
13. Tennis would have a completely new court with the exact same dimensions, and they won't need to hear all the pickleball noise while they are playing tennis.

On January 16, 2023 Barbara Tatarchuk (Rec Committee Member) submitted a letter to the Rec Committee regarding pickleball. Item #3 in her letter addressed her concerns after discussions with several other tennis players. Her concerns and comments included:

3 We are also aware of the new agenda item suggesting that a grant could be sought to build new courts on 7th Street. Even though no decision on this item has been made, we appreciate the guarantee that no work on pickleball courts would commence until tennis courts are completed. Here are questions that would need to be answered.

a. Where would the courts be located? Would it be in area with proper drainage?
b. Would the tennis courts be shared with any other sport?
c. Would tennis courts have access to an AED?
d. Would there be a drinking fountain and bathroom facility nearby.
e. Would wind screens be attached to fencing?
f. Would benches be available for waiting tennis players?

Option 4 meets and exceeds all the concerns addressed in Barbara Tatarchuk's January 16th letter, as highlighted in yellow. **With the layout of option 4, the new dedicated courts (5-6-7-8) would only be 5 feet closer to 8th street than the existing overflow courts (5 & 6).**

Timing

ONCE the new tennis complex is built, we would then commence the pickleball expansion utilizing all of the East Tennis Court (which we currently use) and a portion of the West court to add 4 additional courts plus the basketball court in a portion of the west tennis court closest to 8th St. This open space would provide some sound buffering to address noise concerns from the 8th St. neighbors. If necessary, we will add some other noise attenuating screens.

We tentatively have a donor who has committed to guarantee a minimum of $100K to get this project started. We will commence private fundraising to offset this commitment if and once the Rec Committee and City Commission have approved this proposal. The City will apply for a $50,000 grant in addition to our private fundraising. Dave Turner is confident of receiving this grant which would be available around July 2024.

Once approved, we would expect the tennis courts to be completed by summer 2024 and the new pickleball courts by Fall of 2024. If all goes according to plans, we would end up with all new tennis complex and an expanded pickleball complex in time for the 2024 winter season.

Thank you for your consideration,

Mike Yunker
Key Colony Beach

MINUTES

KEY COLONY BEACH CITY COMMISSION
REGULAR MEETING & PUBLIC HEARING
Thursday, March 16th, 2023 – 09:30 am
City Hall Annex & Virtually via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer, Rollcall: *The March 16th, 2023, Key Colony Beach City Commission Regular Meeting & Public Hearing was called to order by Mayor Trefry at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall.* ***Present:*** *Mayor Trefry, Vice-Mayor Ramsay-Vickrey, Commissioner Harding, Commissioner Foster, Commissioner Raspe.* ***Also present:*** *City Administrator Turner, City Clerk Gransee, City Attorney Smith, Building Official Leggett, Police Chief DiGiovanni, Code Officer Goldman, Public Works Department Head Guarino, Administrative Assistant Anderson, Fire Chief Card.*

Public attendance: 15

2. Agenda Additions, Changes & Deletions: *City Administrator Dave Turner introduced Cheryl Baker as the new Administrative Assistant for City Hall and informed on internal staff promotions. Commissioner Harding asked for the addendum to the Financial Report to be added for discussion. The Commission had no objections.*

3. Special Requests:
a. A Proclamation by the City of Key Colony Beach declaring March 2023 Problem Gambling Awareness Month: *Mayor Trefry spoke on the agenda item to the Commission and asked for a motion to approve.*

MOTION: *Motion made by Commissioner Foster, seconded by Commissioner Raspe, to approve the Proclamation declaring March 2023 as Problem Gambling Awareness Month.*
DISCUSSION: *None.*
ON THE MOTION: *Rollcall vote. Unanimous approval.*

b. Presentation by Marcelo Martinez from Hotwire Communications on Fiber Optic Services for the City of Key Colony Beach: *Marcelo Martinez from Hotwire Communications gave a PowerPoint presentation to the Commission on possible Fiber Optic Services for the City of Key Colony Beach and answered questions from the Commission and City Administrator after. Discussion followed on pricing and different available options for residents, and how to move forward with the project. The Commission gave consensus to the City Administrator to move forward.*

4. Citizen Comments and Correspondence
Mayor Trefry invited members of the public to speak on any agenda item.

Florence Roseboro, 430 4th Street, spoke on the Hotwire Presentation and the use of Marble Hall.
Kirk Boggs, Key Colony Point #1, spoke on the topic of Button Wood trimming at Sunset Park.
Joanne Stewart, Key Colony Point #1, spoke on the topic of Button Wood trimming at Sunset Park.
Tim Duesel, 680 9th Street, spoke on the topic of a new City Hall.
Joe Schmitt, 430 4th Street, spoke on the ability of Citizen comments after Commissioners comments, the topic of the Post Office and Marble Hall, and the policies of the City.
Ron Teke, 290 10th Street, spoke on policies of the City and the topic of a new City Hall.
Chet Dunn, 101 E. Ocean Drive spoke to the Commission on offering his services as the Assistant City Administrator.
Larry Mills, 4th Street, spoke on cable services for the City and City Hall.

There were no additional citizen comments online or in person.

5. Approval of Minutes: *Mayor Trefry asked for any changes or corrections to the minutes. Commissioner Raspe asked for a correction on page 12 revising City Attorney Turner to City Administrator Turner. The minutes were accepted as written with said changes.*

6. Committee and Department Reports
Commissioner Foster asked City Administrator Turner on the Code Enforcement Report and current policies and practices. City Attorney Smith stated to follow up with City Attorney Smits on the topic.

Commissioner Harding commented on the Playground Equipment. City Administrator Turner explained the funding for the playground equipment, and gave an update on the grant application for the 1st Street Playground. Commissioner Harding commented on the Code Enforcement progress. City Administrator Turner gave details on required Sadowski Causeway bridge repairs and possible funding opportunities.

Chief DiGiovanni gave information on issued citations and code violations.

a. Marathon Fire/EMS: *Fire Chief Card reported to the Commission on EMS and Fire Calls for the City of Key Colony Beach. Chief Card further talked on an increase in call volume, dangers of driving in the left lane, and the success of the High School Cadet Program. Chief Card complimented on how the City looks, commented on next year's Rubber Ducky Race, and the upcoming St. Patrick's Day Parade.*

b-i.: *see under 6.*

j. Recreation Committee: *Chair Ted Fischer spoke on the report he submitted to the City Commission including current concerns on overcrowding of the Pickleball courts and possible solutions. Discussion followed on the term of quiet Pickleball courts and the use of the 7th Street Basketball Court. Ted*

Fischer continued addressing the Commission with concerns on a fee structure for court use, the building of new courts and funding. Commissioner Harding expressed support for opening the Basketball Court and suggested the hiring of a Landscape Architect for design ideas of courts on 7th Street. Commissioner Harding recommended to give City Administrator Turner up to $15,000.00 for an architectural summary and gave further thoughts on a fee system for use and how to move forward with the idea. Mayor Trefry agreed with the idea of a fee schedule and gave her thoughts on the topic. Vice-Mayor Ramsay-Vickrey expressed support for a fee structure and her view on the inclusion of Marathon residents. Commissioner Raspe spoke on residents ability to use the courts. Mayor Trefry clarified that the question of approval for playing on the Basketball court will be voted on. The Commission continued speaking on the topic.
Mayor Trefry called for a motion to allow the 7th Streets courts to be temporarily converted to Pickleball courts to April 9th. After discussion, the Commission agreed upon April 16th as the end date.

MOTION: *Motion made by Commissioner Foster to allow on a temporary trial basis, until April 16th, for the Pickleball players to use the court with the understanding that children will be allowed to play basketball after the game. Mayor Trefry asked for a second. Commissioner Raspe seconded the motion.*
DISCUSSION: *Discussion followed on what nets will be used for play and what times the basketball court will be used. Chair Fischer agreed to 7:30 am to 12:00 pm as the times for the use of the court. Commissioner Harding asked for Ted Fischer to report to the Commission in May on how the trial use went.*
ON THE MOTION: *Rollcall vote. Unanimous approval.*

MOTION: *Motion made by Commissioner Harding for a long-term plan to give City Administrator Turner direction to spend up to $15,000.00 for a landscape architect and to work with Ted Fischer for facilities on 7th Street. Mayor Trefry asked for a second. Commissioner Foster seconded the motion.*
DISCUSSION: *Vice-Mayor Ramsay-Vickrey asked for clarification on the future location of pickleball and tennis courts. Commissioner Harding clarified the motion to find space on 7th Street for either Tennis or Pickleball courts. The Commission continued talking on locations, available space, the number of courts, and funding.*
ON THE MOTION: *Rollcall vote. Unanimous approval.*

Ted Fischer addressed the Commission on the next agenda item for the fence approval and asked for additional permission to run an annual Pickleball fundraiser named 'Fools Fundraiser' on April 1st and 2nd between the hours of 7:30 am and 12:00 pm on Saturday and Sunday using all permanent and temporary courts. Ted Fischer confirmed that he will be managing the event.
Mayor Trefry asked for a motion to approve the fundraiser on April 1st and 2nd.

MOTION: *Motion made by Commissioner Raspe to approve the fundraiser for the Pickleball courts on April 1st and 2nd. Commissioner Foster seconded the motion.*
DISCUSSION: *None.*
ON THE MOTION: *Rollcall vote. Unanimous approval.*

January 16, 2023

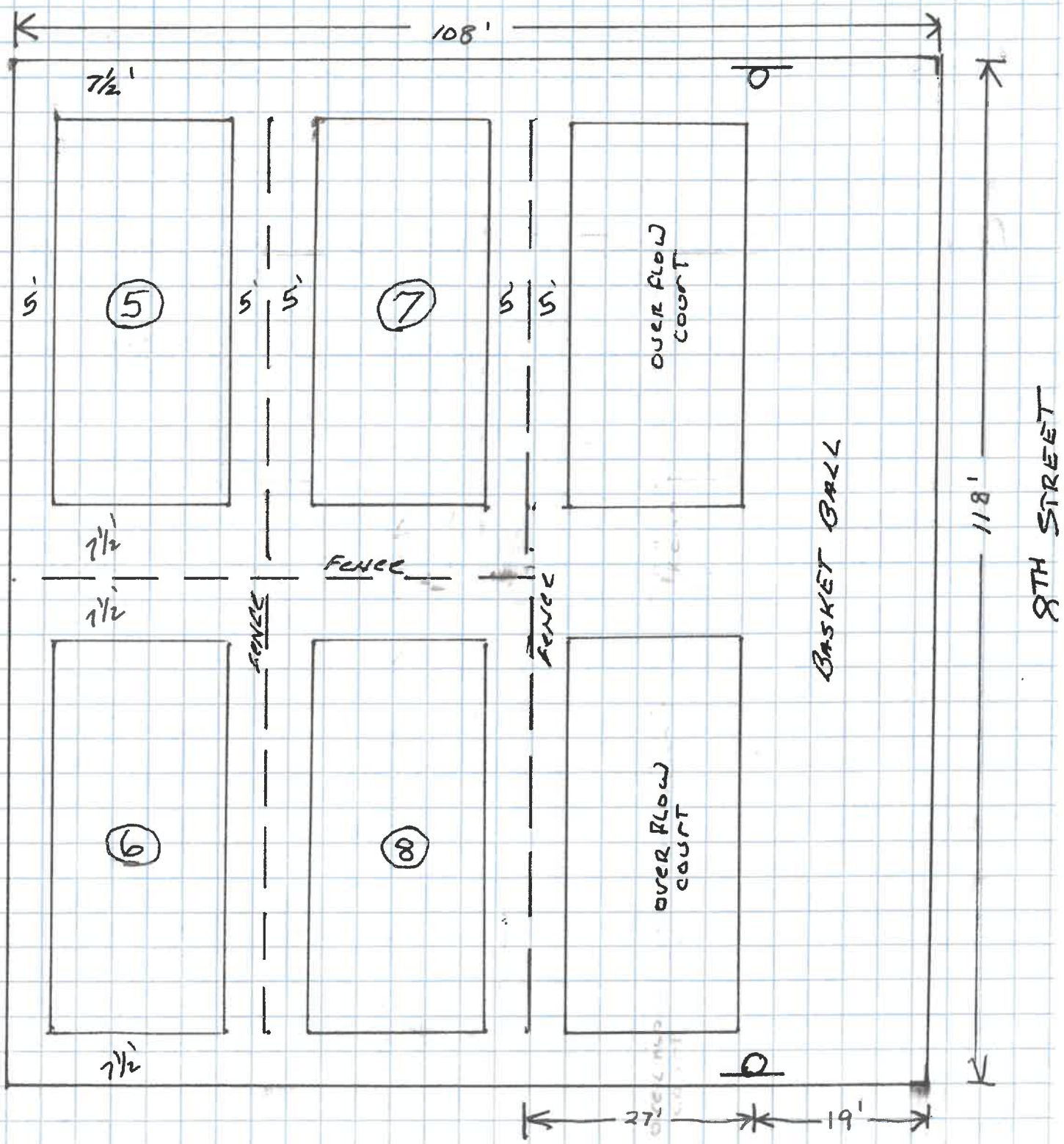
Dear Recreation Committee,
Ted Fischer asked me to send a letter regarding the pickleball lines for the tennis courts on eighth streets. I talked with several of the tennis players and received the following comments:

1. Putting down lines for two pickleball courts on each side of the tennis net is far too confusing for tennis players and probably for pickleball players as well. We would like the temporary yellow lines to be removed as soon as possible.
2. Whichever color is chosen for pickleball lines, the tennis line color should be dominant. We really like the present light green color, but we understand that it is hard for pickleball players to see. We looked at the tape colors, and blue appears to be the best choice. I think we could get used to it.
3. We are also aware of the new agenda item suggesting that a grant could be sought to build new courts on 7th Street. Even though no decision on this item has been made, we appreciate the guarantee that no work on pickleball courts would commence until tennis courts are completed. Here are questions that would need to be answered.
    a. Where would the courts be located? Would it be in area with proper drainage? SEE DRAWING - YES
    b. Would the tennis courts be shared with any other sport? NO
    c. Would tennis courts have access to an AED? YES
    d. Would there be a drinking fountain and bathroom facility nearby. YES
    e. Would wind screens be attached to fencing? YES
    f. Would benches be available for waiting tennis players? YES PLUS TIKI

Thank you.

Barbara Tatarchuk
Recreation Committee Member
City of Key Colony Beach

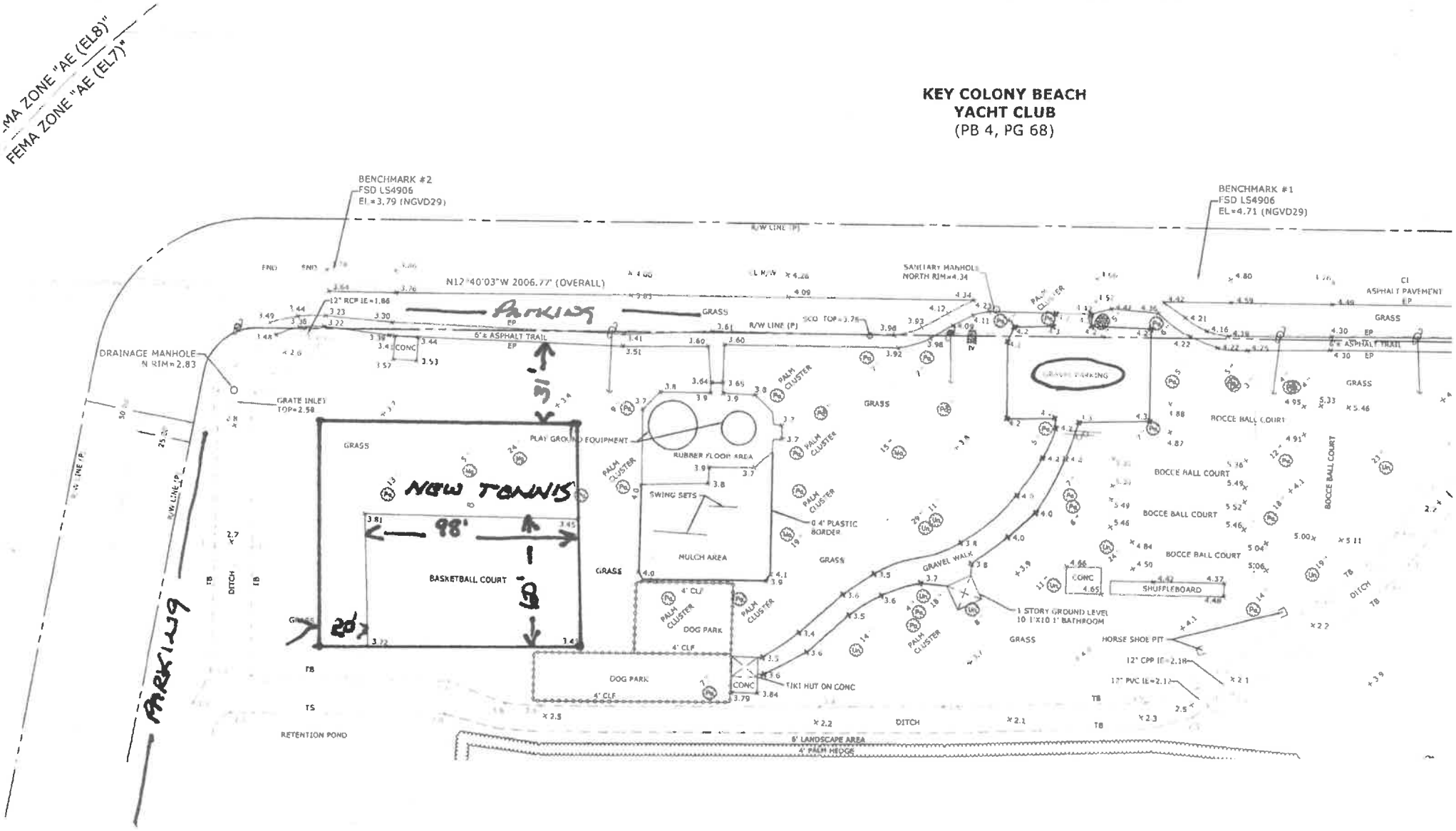
SIX PICKLEBALL COURTS
ON OLD TENNIS COURT
MOVE TENNIS TO 7TH ST



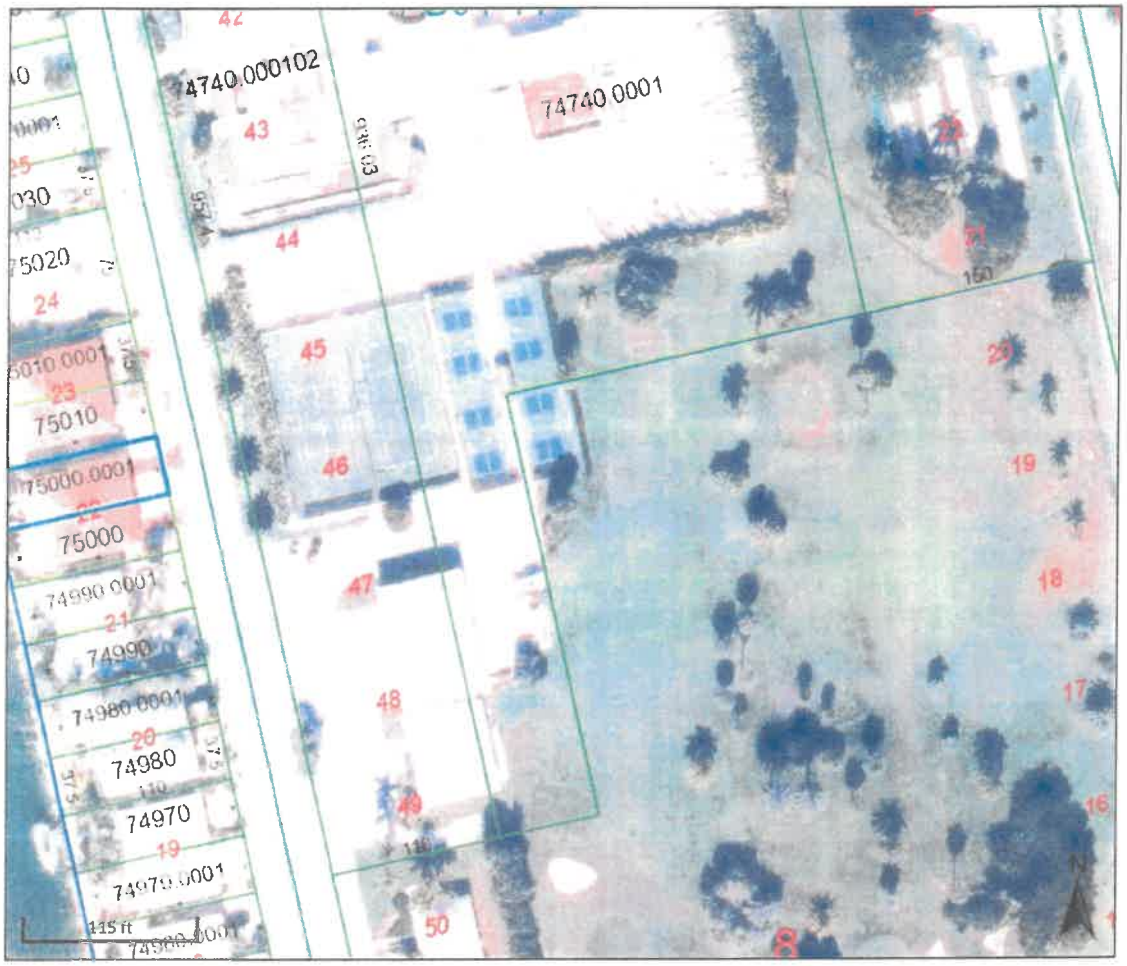
46' WIDE
BB PLAYING AREA

MAP OF SURVEY

KEY COLONY BEACH
YACHT CLUB
(PB 4, PG 68)



qPublic.net Monroe County, FL



Overview

Legend

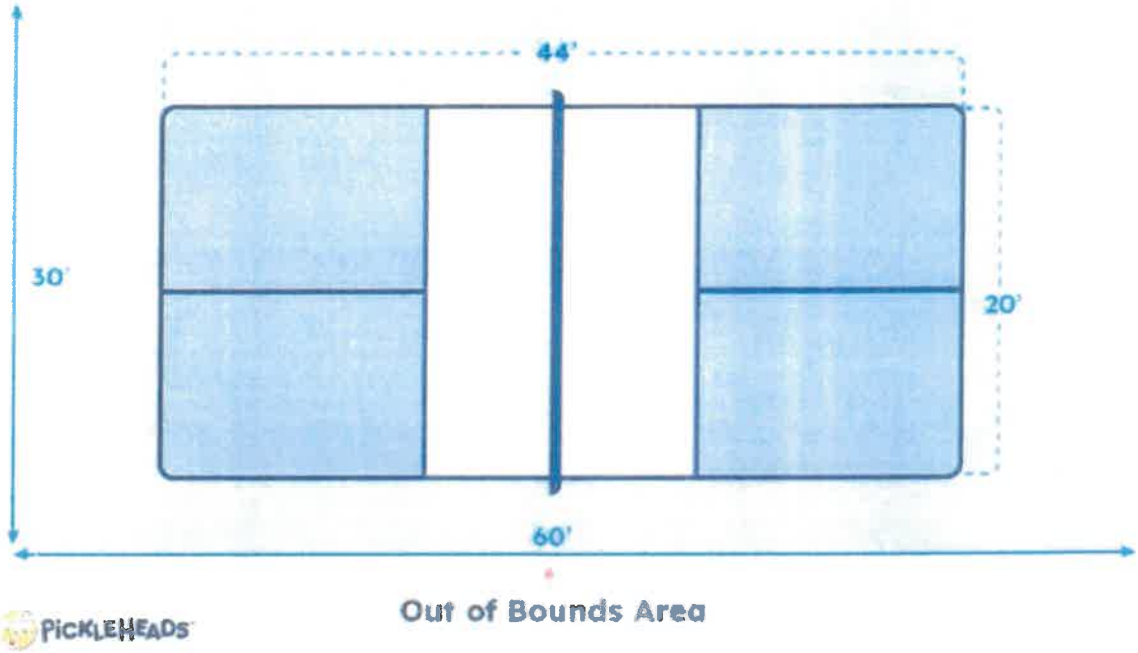
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

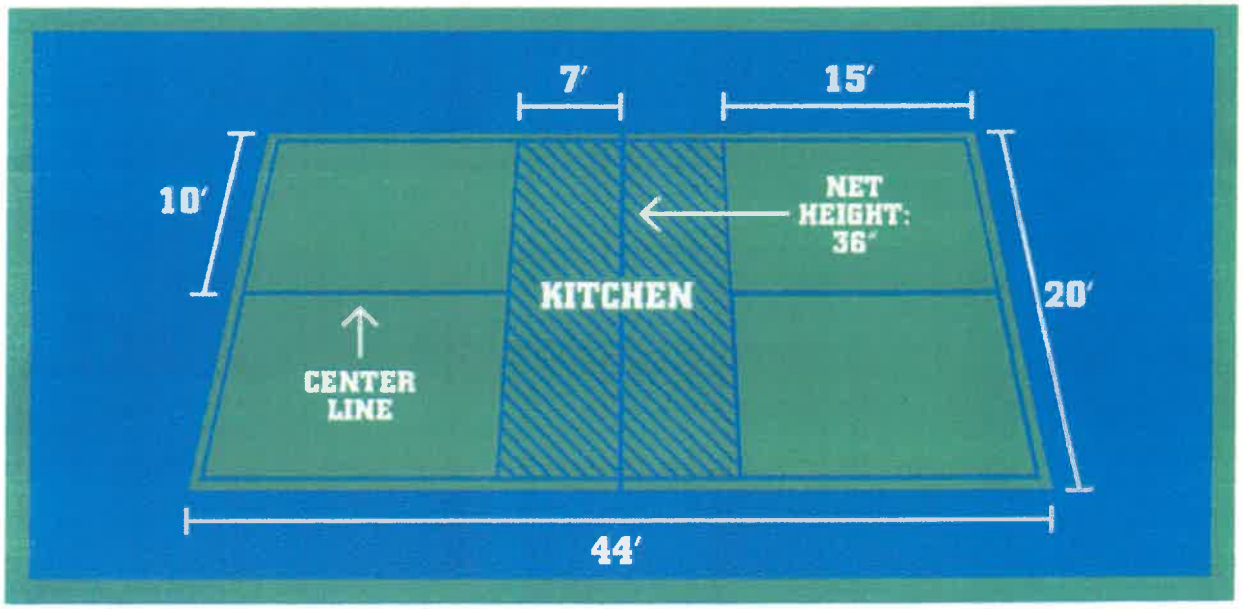
Parcel ID	00075000-000100	Alternate ID	8861117	Owner Address	ARMENTEROS ORESTES 135 W 52nd St Hialeah, FL 33012
Sec/Twp/Rng	05/66/33	Class	SINGLE FAMILY RESID		
Property Address	531 8TH St KEY COLONY BEACH				
District	50KC				
Brief Tax Description	N 1/2 LOT 22 BK 9KEY COLONY BEACH FIRST ADDN AMD PLAT PB4-11 SHELTER KEY OR417-586 OR863-1397 OR868-1820AFF SPLIT PER SURVEY - OWNER REQ 2-3-95 OR1343-461 OR1343-463/71PWAG (Note: Not to be used on legal documents)				

Date created: 5/26/2023
Last Data Uploaded: 5/26/2023 2:11:13 AM

Developed by Schneider GEOSPATIAL

Pickleball Court Dimensions





SECTION 00410
BID FORM
9TH STREET & 10TH STREET STORMWATER IMPROVEMENTS
CITY OF KEY COLONY BEACH, FLORIDA

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BIDDER

SUBMITTED BY: Mike Haack Excavating, Inc. **DATE:** 6-12-2023
Company Name (printed or typed)

127 Industrial Road, Suite E
Address

Big Pine Key, FL 33043
City, State, Zip

BIDDER'S CONTACT: Chris Haack
Name

PHONE NO.: (305) 504-3323

FAX NO.: n/a

EMAIL ADDRESS: chris@haackexcavating.com

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1523491 and CUC1225234

ARTICLE 2—OWNER

2.01 This Bid is submitted to:

City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, Florida 33051

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3—ATTACHMENTS TO THIS BID

3.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign;

ARTICLE 4—BASIS OF BID

4.01 Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Est. Qty	Unit	Unit Price	Cost
1	Mobilization/Demobilization (≤ 5%)	1	LS	$ 60,000.00	$ 60,000.00
2	Existing Culvert Locating (Special Condition No. 1)	1	LS	$ 50,000.00	$ 50,000.00
3	Existing Driveway Demolition (Asphalt or Concrete)	43	EA	$ 3,800.00	$ 163,400.00
4	Existing Rock Driveway Preparation for Concrete Driveway	27	EA	$ 2,000.00	$ 54,000.00
5	Existing Landscape & Hardscape Relocation or Removal	1	LS	$ 15,000.00	$ 15,000.00
6	Existing Asphalt Roadway Removal	1	LS	$ 6,000.00	$ 6,000.00
7	Drainage Swale	1,800	LF	$ 140.00	$ 252,000.00
8	8" Mitered End Sections	86	EA	$ 50.00	$ 4,300.00
9	Connections to Existing Drainage Structures	1	LS	$ 5,000.00	$ 5,000.00
10	8" CPP Drainage Pipe under Driveways	1,600	LF	$ 100.00	$ 160,000.00
11	Concrete Driveway	2,100	SY	$ 125.00	$ 262,500.00
12	Existing Utility Adjustments				
a.	Manhole Ring and Cover	3	EA	$ 500.00	$ 1,500.00
b.	Valve Box	3	EA	$ 500.00	$ 1,500.00
c.	Meter Box	30	EA	$ 1,200.00	$ 36,000.00
13	Pre-construction Video	1	LS	$ 5,000.00	$ 5,000.00
14	Final Restoration, Record Drawings, and Project Closeout	1	LS	$ 7,500.00	$ 7,500.00
TOTAL BID					$ 1,083,700.00

Item No.	Description	Est. Qty	Unit	Unit Price	Cost
Additive Alternate No. 1					
A-1	8" Perforated CPP Drainage Pipe	1,800	LF	$ 25.00	$ 45,000.00
A-2	Crushed Stone – Swale Closure	1,800	LF	$ 20.00	$ 36,000.00
TOTAL ADDITIVE ALTERNATE NO. 1					$ 81,000.00
Additive Alternate No. 2					
B-1	Brick Paver Driveway Removal & Restoration	700	SY	$ 50.00	$ 35,000.00
B-2	250 9th Street Driveway Removal & Restoration	1	LS	$ 35,000.00	$ 35,000.00
B-3	521 10th Street Driveway Removal & Restoration	1	LS	$ 20,000.00	$ 20,000.00
B-4	531 10th Street Driveway Removal & Restoration	1	LS	$ 20,000.00	$ 20,000.00
TOTAL ADDITIVE ALTERNATE NO. 2					$ 110,000.00
UTILITY RELOCATION ALLOWANCE[A]					**$25,000.00**
TOTAL BID + ADD. ALT. NO. 1 + ADD. ALT. NO. 2 + UTILITY RELOCATION ALLOW.					$ 1,299,700.00

A - The allowance will be utilized for utility relocation requirements, if discovered during construction.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item;
2. quantities are not guaranteed and may even be zero (0), may contain contingency, may represent the upper end of a quantity range and are solely for the purpose of comparison of Bids, and
3. final payment for all unit price Bid Items will be based on actual satisfactorily installed quantities, determined as provided in the Contract Documents.

ARTICLE 5—TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	N/A

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

12. Bidder is licensed to engage in the business of contracting in the State of Florida by the Construction Industry Licensing Board.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Mike Haack Excavating, Inc.
(typed or printed name of organization)

By:	*(Individuals Signature)*	Attest:	*(Individuals Signature)*
Name:	Christopher M. Haack *(typed or printed)*	Name:	Ann L. Haack *(typed or printed)*
Title:	Vice President *(typed or printed)*	Title:	VP of Operations *(typed or printed)*
Date:	6/12/23 *(typed or printed)*	Date:	6/12/23 *(typed or printed)*

Address for giving notices:

127 Industrial Road, Suite E

Big Pine Key, FL 33043

Bidder's Business License No. 30140-69981

Affix corporate seal, if applicable.

Mike Haack Excavating, Inc. **END OF SECTION**

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000035888

Entity Name: MIKE HAACK EXCAVATING, INC.

FILED
Feb 14, 2023
Secretary of State
7909840307CC

Current Principal Place of Business:

127 INDUSTRIAL ROAD
SUITE E
BIG PINE KEY, FL 33043

Current Mailing Address:

PO BOX 430725
BIG PINE KEY, FL 33043

FEI Number: 65-0748633

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HAACK, ANN L
127 INDUSTRIAL ROAD
SUITE E
BIG PINE KEY, FL 33043 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP OF OPERATIONS
Name	HAACK, MICHAEL D	Name	HAACK, ANN L
Address	127 INDUSTRIAL ROAD SUITE E	Address	127 INDUSTRIAL ROAD SUITE E
City-State-Zip:	BIG PINE KEY FL 33043	City-State-Zip:	BIG PINE KEY FL 33043

Title	VP
Name	HAACK, CHRISTOPHER M
Address	127 INDUSTRIAL ROAD SUITE E
City-State-Zip:	BIG PINE KEY FL 33043

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANN L HAACK — VP OF OPERATIONS — 02/14/2023

Electronic Signature of Signing Officer/Director Detail — Date

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

HAACK, CHRISTOPHER MICHAEL

MIKE HAACK EXCAVATING, INC.
157 INDUSTRIAL ROAD
BIG PINE KEY FL 33043

LICENSE NUMBER: CGC1523491

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAACK, CHRISTOPHER MICHAEL

MIKE HAACK EXCAVATING, INC.
157 INDUSTRIAL ROAD
BIG PINE KEY FL 33043

LICENSE NUMBER: CUC1225234

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023

RECEIPT# 30140-69981

Business Name: MIKE HAACK EXCAVATING INC

Owner Name: MIKE ANN OR CHRIS HAACK
Mailing Address:
P O BOX 430725
BIG PINE KEY, FL 33043

Business Location: 127 INDUSTRIAL RD STE E
BIG PINE KEY, FL 33043

Business Phone: 305-872-8945
Business Type: CONTRACTOR (SEP SA0890203 PLUM CFC1429107 UNDGRDUTIL CUC1225234 GEN'L CGC1523491)

Employees 10

STATE LICENSE: SA0890203 CFC1429107 CUC1225

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-21-00047958 09/23/2022 25.00

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, 2023

RECEIPT# 30140-69981

Business Name: MIKE HAACK EXCAVATING INC

Owner Name: MIKE ANN OR CHRIS HAACK
Mailing Address:
P O BOX 430725
BIG PINE KEY, FL 33043

Business Location: 127 INDUSTRIAL RD STE E
BIG PINE KEY, FL 33043

Business Phone: 305-872-8945
Business Type: CONTRACTOR (SEP SA0890203 PLUM CFC1429107 UNDGRDUTIL CUC1225234 GEN'L CGC1523491)

Employees 10

STATE LICENSE: SA0890203 CFC1429107 CUC1

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-21-00047958 09/23/2022 25.00

SECTION 00430

BID BOND (PENAL SUM FORM)

Bidder	Surety
Name: Mike Haack Excavating, Inc. Address *(principal place of business)*: 127 Industrial Road, Suite E Big Pine Key, FL 33043	Name: The Ohio Casualty Insurance Company Address *(principal place of business)*: 175 Berkeley Street Boston, MA 02116
Owner Name: City of Key Colony Beach, Florida Address *(principal place of business)*: 600 West Ocean Drive Key Colony Beach, Florida 33051	**Bid** Project *(name and location)*: 9th Street & 10th Street Stormwater Improvements Key Colony Beach, Florida Bid Due Date: 6/13/2023

Bond: 5% of Maximum Bid (Base Bid plus Alternates)

Bond No.: N/A

Penal Sum: Five Percent of Amount Bid ($ 5% of Amount Bid)

Date of Bond: 6/13/2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Mike Haack Excavating, Inc. *(Full formal name of Bidder)*	The Ohio Casualty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Christopher M. Haack *(Printed or typed)*	Name: Jarrett Merlucci *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Ann L. Haack *(Printed or typed)*	Name: Dania Banks *(Printed or typed)*
Title: VP of Operations	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205265-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2023.

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

SECTION 00410

BID FORM

9TH STREET, 10TH STREET & 11TH STREET STORMWATER INJECTION WELLS

CITY OF KEY COLONY BEACH, FLORIDA

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—BIDDER

SUBMITTED BY: Mike Haack Excavating Inc **DATE:** 6/13/2023

Company Name (printed or typed)

127 Industrial Rd. Suite E

Address

Big Pine Key, FL 33043

City, State, Zip

BIDDER'S CONTACT: Chris Haack

Name

PHONE NO.: 305-504-3323

FAX NO.: n/a

EMAIL ADDRESS: chris@haackexcavating.com

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1523491 CUC1225234

ARTICLE 2—OWNER

2.01 This Bid is submitted to:

City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, Florida 33051

2.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 3—ATTACHMENTS TO THIS BID

3.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign;

ARTICLE 4—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

4.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with the noted utility relocation allowance:

Item No.	Description	Amount
1	Lump Sum Price for All Work	$ 572,000.00
2	Utility Relocation Allowance[A]	$25,000.00
	TOTAL BID PRICE (1 + 2)	$ 597,000.00

A - The allowance will be utilized for utility relocation requirements, if discovered during construction.

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item;

2. quantities are not guaranteed and may even be zero (0), may contain contingency, may represent the upper end of a quantity range and are solely for the purpose of comparison of Bids, and

3. final payment for all unit price Bid Items will be based on actual satisfactorily installed quantities, determined as provided in the Contract Documents.

ARTICLE 5—TIME OF COMPLETION

5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
N/A	N/A

ARTICLE 7—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

12. Bidder is licensed to engage in the business of contracting in the State of Florida by the Construction Industry Licensing Board.

7.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.

b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Mike Haack Excavating Inc.

(typed or printed name of organization)

By:		Attest:	
	(Individuals Signature)		*(Individuals Signature)*
Name:	Christopher M. Haack	Name:	Ann L. Haack
	(typed or printed)		*(typed or printed)*
Title:	Vice President	Title:	VP of Operations
	(typed or printed)		*(typed or printed)*
Date:		Date:	
	(typed or printed)		*(typed or printed)*

Address for giving notices:

127 Industrial Road, Suite E

Big Pine Key, FL 33043

Bidder's Business License No. 30140-69981

Affix corporate seal, if applicable.

END OF SECTION

SECTION 00430

BID BOND (PENAL SUM FORM)

Bidder Name: Mike Haack Excavating, Inc. Address *(principal place of business)*: 127 Industrial Rd. Suite E Big Pine Key, FL 33043	**Surety** Name: The Ohio Casualty Insurance Company Address *(principal place of business)*: 175 Berkeley Street Boston, MA 02116
Owner Name: City of Key Colony Beach Address *(principal place of business)*: 600 West Ocean Drive Key Colony Beach, Florida 33051	**Bid** Project *(name and location)*: 9th Street, 10th Street & 11th Street Stormwater Injection Wells Key Colony Beach, Florida Bid Due Date: 06/13/2023

Bond: 5% of Maximum Bid (Base Bid plus Alternates)

Bond No.: N/A

Penal Sum: Five Percent of Amount Bid ($ 5% of Amount Bid)

Date of Bond: 6/13/2023

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Mike Haack Excavating Inc. *(Full formal name of Bidder)*	The Ohio Casualty Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Christopher M. Haack *(Printed or typed)*	Name: Jarrett Merlucci *(Printed or typed)*
Title: Vice President	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Ann L. Haack *(Printed or typed)*	Name: Dania Banks *(Printed or typed)*
Title: VP of Operations	Title: Witness

Notes. (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual. SURETY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205265-964011

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles D. Nielson, Charles J. Nielson, David R. Hoover, Jarrett Merlucci, Shawn A. Burton

all of the city of Miami Lakes state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of April, 2021.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 12th day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL TERESA PASTELLA

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of June, 2023.

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS — THE OHIO CASUALTY INSURANCE COMPANY INCORPORATED 1919 NEW HAMPSHIRE — WEST AMERICAN INSURANCE COMPANY INCORPORATED 1991 INDIANA

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P97000035888

FILED
Feb 14, 2023
Secretary of State
7909840307CC

Entity Name: MIKE HAACK EXCAVATING, INC.

Current Principal Place of Business:

127 INDUSTRIAL ROAD
SUITE E
BIG PINE KEY, FL 33043

Current Mailing Address:

PO BOX 430725
BIG PINE KEY, FL 33043

FEI Number: 65-0748633

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

HAACK, ANN L
127 INDUSTRIAL ROAD
SUITE E
BIG PINE KEY, FL 33043 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	PRESIDENT	Title	VP OF OPERATIONS
Name	HAACK, MICHAEL D	Name	HAACK, ANN L
Address	127 INDUSTRIAL ROAD SUITE E	Address	127 INDUSTRIAL ROAD SUITE E
City-State-Zip:	BIG PINE KEY FL 33043	City-State-Zip:	BIG PINE KEY FL 33043

Title	VP
Name	HAACK, CHRISTOPHER M
Address	127 INDUSTRIAL ROAD SUITE E
City-State-Zip:	BIG PINE KEY FL 33043

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: ANN L HAACK — VP OF OPERATIONS — 02/14/2023

Electronic Signature of Signing Officer/Director Detail — Date

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

HAACK, CHRISTOPHER MICHAEL

MIKE HAACK EXCAVATING, INC.
157 INDUSTRIAL ROAD
BIG PINE KEY FL 33043

LICENSE NUMBER: CGC1523491

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HAACK, CHRISTOPHER MICHAEL

MIKE HAACK EXCAVATING, INC.
157 INDUSTRIAL ROAD
BIG PINE KEY FL 33043

LICENSE NUMBER: CUC1225234

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

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.

2022 / 2023
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2023

RECEIPT# 30140-69981

Business Name: MIKE HAACK EXCAVATING INC

Owner Name: MIKE ANN OR CHRIS HAACK
Mailing Address:
P O BOX 430725
BIG PINE KEY, FL 33043

Business Location: 127 INDUSTRIAL RD STE E
BIG PINE KEY, FL 33043

Business Phone: 305-872-8945
Business Type: CONTRACTOR (SEP SA0890203 PLUM CFC1429107 UNDGRDUTIL CUC1225234 GEN'L CGC1523491)

Employees 10

STATE LICENSE: SA0890203 CFC1429107 CUC122!

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-21-00047958 09/23/2022 25.00

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, 2023

RECEIPT# 30140-69981

Business Name: MIKE HAACK EXCAVATING INC

Owner Name: MIKE ANN OR CHRIS HAACK
Mailing Address:
P O BOX 430725
BIG PINE KEY, FL 33043

Business Location: 127 INDUSTRIAL RD STE E
BIG PINE KEY, FL 33043

Business Phone: 305-872-8945
Business Type: CONTRACTOR (SEP SA0890203 PLUM CFC1429107 UNDGRDUTIL CUC1225234 GEN'L CGC1523491)

Employees 10

STATE LICENSE: SA0890203 CFC1429107 CUC1

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 000-21-00047958 09/23/2022 25.00

SECTION 00410

BID FORM

WRF AEROBIC DIGESTER SUPPORT PLATFORM COLUMN REPLACEMENT

CITY OF KEY COLONY BEACH, FLORIDA

SUBMITTED BY: Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC **DATE:** 6/16/2023

300 East Broad Street **TELE:** 770-969-4040

Fairburn, GA 30213 **FAX:** 770-969-4363

EMAIL ADDRESS: kevin.shemwell@reynoldscon.com

CONTRACTOR'S LICENSE NO.: CGC1525041

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ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Key Colony Beach
600 W. Ocean Drive
Key Colony Beach, Florida 33051

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
1	5/9/2023

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum price(s):

LUMP SUM BASE BID

Item	Description	Amount
1	Remove existing aluminum platform support columns/cross-bracing and replace with 316 SS pipe columns/cross-bracing as specified[1]	$ 103,250.00
2	Biosolids Hauling and Removal Allowance[2]	$ 10,000
	TOTAL BASE BID (1 + 2)	$ 113,250.00

1. *The above pricing is a complete price to remove, and furnish and install the 316 support columns and associated components. All freight, sales tax, disposal fees, etc. are part of the contractor's price.*

2. *The allowance will be utilized to reimburse the Contractor's hauling cost to drain the aerobic digester based on the gallons hauled as well as any additional services to drain/clean the tank in order to complete the removal and replacement activities. The Contractor will select a licensed and permitted hauler to remove and dispose of any materials removed from the existing aerobic digester. All materials must be delivered to an FDEP permitted facility.*

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within 14 days of receiving the replacement materials and will be completed and ready for final payment within 30 days of receiving the replacement materials.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The Bidder shall include a copy of their contractor license and certificate of insurance.

ARTICLE 8 – DEFINED TERMS

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Reynolds Construction, LLC dba Reynolds Construction of Florida, LLC

By:
[Signature] K Shell

[Printed name] Kevin Shemwell

(Title) Executive Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Jeanie Lucas

[Printed name] Jeanie Lucas

[Title] Assistant Secretary

REYNOLDS CONSTRUCTION, LLC CORPORATE SEAL DELAWARE

Bidder's Business License No.: N/A
(where applicable)

Affix corporate seal, if applicable.

END OF SECTION

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC1525041 ISSUED: 06/14/2022
CERTIFIED GENERAL CONTRACTOR
SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA,

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CGC1525041 **EXPIRATION DATE: AUGUST 31, 2024**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SHEMWELL, KEVIN DUANE
REYNOLDS CONSTRUCTION OF FLORIDA, LLC
6225 NORTH COUNTY ROAD 75 EAST
ORLEANS IN 47452

ISSUED: 06/14/2022

Always verify licenses online at MyFloridaLicense.com
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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/19/2023

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
Arthur J. Gallagher Risk Management Services, LLC
1601 Alliant Ave
Louisville KY 40299

CONTACT NAME: Ben Lawson
PHONE (A/C, No, Ext): 502-415-7000 FAX (A/C, No): 502-415-7001
E-MAIL ADDRESS: Ben_Lawson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Phoenix Insurance Company	25623
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Standard Fire Insurance Company	19070
INSURER E : AGCS Marine Insurance Company	22837
INSURER F : Indian Harbor Insurance Company	36940

INSURED
Reynolds Construction, LLC
6225 North Co Rd. 75 E
Orleans, IN 47452

COVERAGES CERTIFICATE NUMBER: 955464424 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	VTNCO4S965689PHX23	4/28/2023	4/28/2024	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	VTJCAP4S965690TIL23	4/28/2023	4/28/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP4S9657082325	4/28/2023	4/28/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB2T8479022325R	4/28/2023	4/28/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E F F	Builders Risk Pollution Liability Professional Liability	Y Y	Y Y Y	MZI93088853 CEO744667806 CEO744667806	4/28/2023 4/28/2023 4/28/2023	4/28/2024 4/28/2024 4/28/2024	Limit Occ/Agg Occ/Agg	$25,000,000 $5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is afforded additional insured status on the General Liability via CGD604 02/19 and the Automobile Liability via CAT499 02/16 as required by written contract. Waiver of Subrogation is provided on the General Liability via CGD316 02/19, the Automobile Liability CAT353 02/15, and Workers Compensation WC0003 13/00 (where applicable by law) as required by written contract subject to policy terms, conditions and exclusions. In the event of cancellation by the insurance company(ies) the agency provides 30 days notice of cancellation on the General Liability via ILT001 01/07 and Automobile Liability via IL0272 09/07, except for non-payment of premium which is 10 days and at the request of the insured. Primary & Non-Contributory wording is included on the General Liability via CGT100 02/19 and the Automobile Liability via CAT499 02/16 and subject to policy terms, conditions and exclusions. Umbrella is follow form of underlying policies EU0001 07/16. Loss Payee is granted to certificate holder if contract is on file with agency or carrier per CMT560 01/10. Certificate Holder is included as an additional insured and granted a waiver of subrogation for Pollution Liability via KLD051 01/13 but only for vicarious
See Attached...

CERTIFICATE HOLDER

Sample
USA

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

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED Reynolds Construction, LLC 6225 North Co Rd. 75 E Orleans, IN 47452
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

liability of the person or organization that results from performance of related contracting activity and if required and accepted under a specific contractual undertaking. Certificate holder is granted a waiver of subrogation for Professional Liability KLD051 01/13 if a waiver of subrogation is required and accepted under a specific contractual undertaking of the insured.

CERTIFICATE

The undersigned, Elizabeth L. Smith, hereby certifies that she is the duly elected, qualified, and acting Executive Vice President and Secretary of Reynolds Construction, LLC, a Delaware corporation (the "Company"), and as such is familiar with the books and records of said Company, and does hereby certify the following:

1. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 26, 2023; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

AUTHORITY TO ENTER INTO CONTRACTS

WHEREAS, the managers deem it in the best interests of the corporation to state the bid, contract and purchase order limits of the various officers and employees of the corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of April 26, 2023, the authority of the following officers and employees of the corporation to (i) accept customer purchase orders and affix the corporate seal thereon and (ii) issue bids and/or enter into contracts with customers in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

Title	Amount
President	$20,000,000
Executive Vice President	$10,000,000
Vice President	$5,000,000

FURTHER RESOLVED, that the authority of the following officers and employees of the corporation to enter into contracts with vendors in connection with the purchase of supplies and equipment (other than purchases of capital equipment), or the contracting for professional services in the name of and on behalf of the corporation, shall be for an amount up to and including the amount set forth beside each of their titles in the following schedule:

Title	Amount
President	$10,000,000
Executive Vice President	$5,000,000
Vice President	$1,000,000
Group Manager	$500,000
Project Manager	$250,000

FURTHER RESOLVED, that for the purchase of capital equipment, only the Director or President is authorized to execute such transactions in an amount not to exceed $1,000,000. Any capital expenditures in excess of this, amount must be approved by two members of the Board of Managers, with one approving member being the Director.

FURTHER RESOLVED, that the President, Executive Vice President, or Vice President of the corporation may delegate the authority to enter into contractual commitments which they are authorized to execute pursuant to these resolutions to any other officer, district manager, group lead or other employee of the corporation and may, as requested by any third party, indicate such delegation by addressing a letter or other written document to such third party.

FURTHER RESOLVED, that prior to execution thereof, pursuant to the preceding resolution, any contract, in excess of the authorized limits granted herein must be approved by both the President and the Director; provided, however, that the execution of any contract in accordance with the preceding resolution may be considered by all third parties

to be conclusive evidence that all appropriate authority pursuant to these resolutions has been granted.

FURTHER RESOLVED, that the secretary, any assistant secretary, or any other officer of the corporation be, and they hereby are, authorized to certify a copy of these resolutions, and any customer of the corporation is hereby authorized to rely upon said certificate as so presented.

2. that the resolutions set forth below were adopted by the Board of Managers of the Company by unanimous written consent, dated as of April 26, 2023; that the following is a true and correct copy of such resolutions as they appear in the minute books of the Company; and that such resolutions are in full force and effect:

APPOINTMENT OF OFFICERS

RESOLVED, that all of the acts, actions and things done for, in the name of, and on behalf of this corporation by its officers during the preceding year be, and the same hereby are, ratified, confirmed and approved.

RESOLVED, that the following persons be, and they hereby are, elected to the offices set opposite their respective names, to serve in such capacities at the pleasure of the Board of Managers until the next annual meeting of the Board of Managers and until their successors are duly elected and qualified:

Jeffrey J. Reynolds	— Director
Leslie F. Archer	— President
Kevin F. Strott	— Executive Vice President
Kevin D. Shemwell	— Executive Vice President
Michael P. Burton	— Executive Vice President
Elizabeth L Smith	— Executive Vice President and Secretary
John R. Chase	— Vice President
William R. Ryon	— Vice President
Randolph E. Tummers	— Vice President
Adam K. Ralph	— Vice President
Jeffrey P. Berning	— Vice President
Scott E. Huber	— Vice President
Timothy C. Wiley	— Vice President
Joshua R. Vondersaar	— Vice President
Eduardo Medina	— Vice President
Greg Slone	— Vice President
Jeanie M. Lucas	— Assistant Secretary
Wendy C. Scudder	— Assistant Secretary
Jon D. Kinney	— Assistant Secretary
Freddye Churbock	— Assistant Secretary
Stephanie A. Keffer	— Assistant Secretary
Patricia J. Tellez	— Assistant Secretary

RESOLVED, that all of the acts, actions and things done for, in the name of and on behalf of this corporation and its officers, shall also be deemed to apply to all of the company's state specific operating names including:

Reynolds Construction of Alabama, LLC	Reynolds Construction of Missouri, LLC
Reynolds Construction of Arkansas, LLC	Reynolds Construction of New Jersey, LLC
Reynolds Construction of Delaware, LLC	Reynolds Southwest, LLC
Reynolds Construction of Florida, LLC	Reynolds Construction of New York, LLC
Reynolds Construction of Georgia, LLC	Reynolds Construction of Pennsylvania, LLC
Reynolds Construction of Indiana, LLC	Reynolds Lone Star Construction, LLC
Reynolds Construction LLC of Louisiana	Reynolds Construction of Washington, LLC
Reynolds Construction of Mississippi, LLC	Reynolds Construction of West Virginia, LLC

IN WITNESS WHEREOF, Elizabeth L. Smith has hereunto set her hand this 26th day of April, 2023.

Elizabeth L. Smith

Elizabeth L. Smith – Executive Vice President and Secretary
Reynolds Construction, LLC
6225 N County Road 75 E Orleans, IN 47452

Sec. 14-5. - Sewer pipe testing and inspection.

(a) No later than June, 30, 2011 all properties within the city must be inspected and tested by a licensed plumbing contractor to determine if the sewer pipes are structurally sound or in need of repair or replacement. Test results must be provided to the building official. All properties must be inspected every (10) ten years. The next inspection cycle shall take place from July 1, 2021 to June 30, 2023.

(b) If the inspection report is not submitted to the building official on or before June 30, 2011, the property owner will be subject to a fine of fifty dollars ($50.00) per month beginning on July 1, 2011. After two (2) months of non compliance the fine shall increase to two hundred dollars ($200.00) per month.

(c) Properties that fail inspection must be repaired no later than June 30, 2013 and then re-inspected. An inspection report showing the property passed inspection must be provided to the building official.

(d) In the event that a violation of this ordinance is referred to the code enforcement board, the board shall have the authority to impose penalties pursuant to section 1-10, including daily fines in excess of those in subsection (b) and administrative fees.

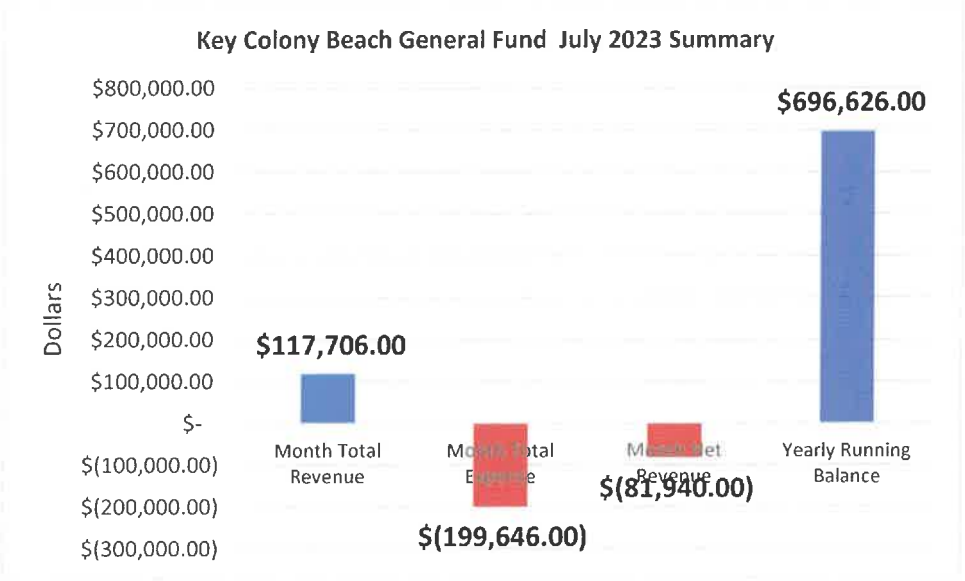
(Ord. No. 401-2008, 7-10-08; Ord. No. 417-2010, 10-28-10; Ord. No. 422-2011, 11-10-11; Ord. No. 434-2013, 10-24-13)

City of Key Colony Beach

Treasurer's Report –August 17, 2023

✓ **July 2023 financial summary – General Fund**

- 10th month of 2023 fiscal year budget
  - Ad Valorem Tax income at 99.9% of the full annual budget for the end of July
    - Overall revenue slightly over budgeted amount for year-to-date, in excellent shape for 10th month of the year.
      - Start of business license revenue starting to be received.
      - Sales tax and code violations revenue exceeding budgeted amount for year-to-date.
  - Overall expenses at 82% of budgeted expenses to date, excellent shape for 10th month of the year
  - General cash accounts: $2,932,258.
  - Restricted cash accounts are in excellent condition, at $3,304,339.
    - Infrastructure at $2,222,840.
- At this time, I continue to project at the end of the fiscal year a positive fund balance to rollover to the next budget year, this analysis is using last year's values for income and expenses for the remaining months of this budget year.
- Current monthly General Fund summary plot below:



- ✓ **Wastewater:**
    - Net Income remains positive at $312,549.83 with the last quarter income received.
    - Predicted to have a negative net income at the end of the fiscal year with the capital expenses committed to date and plans for maintenance and repairs. Thus, predicted some use of reserve funds will be needed by the end of this fiscal year for expenses.
- ✓ **Stormwater:**
    - Continue to cycle through reimbursements for approved project work from the available grants. No concerns for cash flow at this time with the available grant funding.

Update for Draft New City Hall Financing Proposal:

- Minor update to spreadsheet with expenses for asbestos removal, lower costs by $795.00. Updated information posted on the City of Key Colony Beach website.

City of Key Colony Beach

New City Hall construction financing plan - Updated 26JL23

Revenue Status

Item	Description	Amount	Comments
1	Infrastructure cash	$ 2,208,769.00	June 30, 2023 actual value
2	Predicted additional Infrastructure 2023 funding	$ 99,000.00	
3	Potential 2023 FY rollover amount from budget to be available in 2024 FY	$ 507,670.00	Potential for Oct 2023 CY funds
4	State of Florida Grants - Public Safety Facility Hardening	$ 2,282,859.28	Need to be used by 2026
5	FEMA Irma funding potential	$ -	
6	Potential use of General Cash Iberia Bank Account	$ 750,000.00	
7	State of Florida budget grant for 2024	$ -	Request for $1,000,000 line item vetoed, 15Jn23
7	**Total potential revenue**	**$ 5,848,298.28**	

Expenses

Item	Description	Amount	Comments
1	Current City Hall asbestos removal	$ 2,700.00	Formal estimate received - Decon Environmental and Engineering
2	Current City Hall demolition	$ -	Included in New Building budgeted amount below
3	New Building	$ 8,375,000.00	Budgeted amount $8.0M, based on11,500 square feet, and cost per square feet. Comparison buildings from last 1-2 years, $500-$600 per square foot
4	Parking lot, landscape, lighting	$ -	Proposal to solicit for grant funding based on Florida landscape design generated
5	Inside office furnishings	$ 142,000.00	Initial estimate complete
6	Continued trailer rentals through construction period	$ -	Expenses covered in yearly FY budget
7	Building communication electronics	$ 50,000.00	No formal estimate yet
8	Outside seating and park furnishings	$ 10,000.00	No formal estimate yet

9	Engineering support services	$	93,600.00	Assumption 6 hrs. per week, $200 per hour, 18 months, local independent support
10	Architect support services	$	128,562.00	Current costs to finish base work per contract as of Jan 2023
11	Accounting support services	$	25,000.00	
12	Legal support services	$	-	
13	Change orders	$	418,750.00	assumed 5% of contract price
14	Performance Bond	$	-	Review costs and who is covering
	Total Expenses	**$**	**9,245,612.00**	

City of Key Colony Beach

New City Hall construction financing plan - Updated 26JL23

Financing Needs			
		Option 1	$750,000 of general fund cash used
	Total City Revenue	$ 5,848,298.28	
	Total Expenses	$ 9,245,612.00	
	Financing needs	$ 3,397,313.72	
	Grant funding from the State of Florida	$ 2,208,769.00	
		Option 2	$1,250,000 of general fund cash used
	Total City Revenue	$ 6,348,298.28	
	Total Expenses	$ 9,245,612.00	
	Financing needs	$ 2,897,313.72	
	20 Year Loan	Option 1	$750,000 of general fund cash used
	Bank qualified commercial financing rate, 20 year rate	4.78%	Recent estimate for loan rates, based on 10 year Treasury rates
	20 year monthly payment	$ 22,010.00	
	Yearly payment planning for budget	$ 264,120.00	
	1482 residents - yearly costs	$ 178.22	
	Total costs per resident	$ 3,564.37	
	20 Year Loan	Option 2	$1,250,000 of general fund cash used
	Bank qualified commercial financing rate, 20 year rate	4.78%	Recent estimate for loan rates, based on 10 year Treasury rates
	20 year monthly payment	$ 18,771.00	
	Yearly payment planning for budget	$ 225,252.00	
	1482 residents- yearly costs	$ 151.99	
	Total costs per resident	$ 3,039.84	

CITY OF KEY COLONY BEACH

Warrant Number	0723	
Items paid from to	July 1, 2023 July 31, 2023	
General Fund Checking Account - 6871	$167,705.70	
Escrow Account - 5537	-	
Payroll Account - 2942	$80,858.12	
Infrastructure Account - 8644	-	
Road Reserve Account - 8677	-	
Impact Fees Account - 8669	-	
First State Bank - 3703	-	
Sewer Money Mkt - 0301	-	
Stormwater Account - 0128	$86,456.00	
Sewer Account - 6006	$71,627.72	
TOTAL DISBURSEMENTS		$406,647.54

ORDINANCE NO. 2023-XXX

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA AMENDING CHAPTER 101 ARTICLE VII OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF KEY COLONY BEACH, FLORIDA TO ENACT REGULATIONS RELATING TO PROTECTION OF SEA TURTLES; SPECIFICALLY AMENDING ARTICLE III "ENVIRONMENTAL AND DRAINAGE REGULATIONS", SECTIONS 101-79 THROUGH 101-92 "RESERVED" TO ESTABLISH REGULATIONS RELATED TO SEA TURTLE NESTING PROTECTION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key Colony Beach, Florida (the "City"), is a Florida Municipal Corporation with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 166, Florida Statutes, grants the City broad municipal home rule powers to enact ordinances which represent official legislative action of the City Commission and are enforceable as a matter of law; and

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the "City Commission") has determined the need to protect and conserve its marine resources, including federally listed endangered species such as sea turtles; and

WHEREAS, the City is dedicated to preventing adverse impacts of lighting on coastal resources and to maximize protection of sea turtles; and

WHEREAS, the City Commission desires to specifically amend Article III, Sections 101-79 and 101-89 of the City's Land Development Regulations in order to enact regulations related to sea turtle nesting protection; and

WHEREAS, the City Commission of the City of Key Colony Beach, Florida finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, AS FOLLOWS:

~~Strikethrough~~ = deletion **Bold underline** = addition

Section 1: Recitals

The above recitals are true and correct.

Section 2: Amending Section 101-79 through 101-89 of the Land Development Regulations

Sections 101-79 and 101-89 of Article III, "Environmental and Drainage Regulations" of the Land Development Regulations of the City of Key Colony Beach, Florida, are hereby amended as follows:

DIVISION 1. - PROTECTION OF SEA TURTLES

Sec. 101-79. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Adjacent waters mean waters abutting a nesting area and extending 300 feet to either side of it, and out to either 300 yards offshore or the limits of the property line, whichever is further.

Artificial light or *artificial lighting* means any point source of light emanating from a bulb, lamp, filament or other manmade source within a fixture that emanates light, including, but not limited to, incandescent, tungsten-iodine (quartz), mercury vapor, fluorescent, metal halide, neon, halogen, high-pressure sodium, and low-pressure sodium light sources, as well as natural gas lights, torches, camp and bonfires. When a lamp is contained within a translucent fixture, the entire fixture shall be considered the point source of light.

Beach means the zone of unconsolidated material that extends landward from the mean low- water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

Beach berm means a bare, sandy shoreline with a mound or ridge of unconsolidated sand that is immediately landward of, and usually parallel to, the shoreline and beach. The sand is calcareous material that is the remains of marine organisms such as corals, algae and mollusks. The berm may include forested, coastal ridges and may be colonized by hammock vegetation.

Cumulatively visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Daylight hours means the locally effective time period between sunrise and sunset.

Directly visible means glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach.

Disorientation means the inability of hatchling or adult sea turtles to orient properly to the ocean.

Filmed glass means window glass that has been covered with a film such that the material has a shading coefficient of 45 percent or less, adhesive as an integral part, and

has performance claims that are supported by approved testing procedures and documentation.

Full cut-off fixture means a fixture with a flat, horizontally-oriented lens and opaque sides that does not permit light distribution above a horizontal plane located at the bottom of the fixture; a lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminairc, is projected at or above 90° as determined by photometric test or certified by the fixture manufacturer.

Fully Shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Hatchling means any species of marine turtle, within or outside of a nest, that has recently hatched from an egg.

Indirectly visible means light reflected from a glowing element, lamp, globe, or reflector of an artificial light source, which source is not directly visible but can be seen by an observer standing anywhere on the beach.

Jurisdictional boundaries, sea turtle protection means the area on contiguous land within 300 feet of a nesting area.

Long wavelength means the light with wavelengths 560 nm or greater and absent wavelengths below 560 nanometers that emit light in the yellow to red color spectrum.

Low-pressure sodium light means an electric discharge lamp containing sodium, neon, and argon and that appears amber-yellow when lighted.

Mechanical beach cleaning means any mechanical means by which debris, including but not restricted to trash, litter, seaweed or seagrass wrack, is removed from the beach.

Nest means the area in and around a place in which sea turtle eggs are naturally deposited or relocated beneath the sediments of the beach.

Nesting area, potential means those areas identified in the City of Key Colony Beach's Comprehensive Plan maps as potential sea turtle nesting area.

Nesting area, identified, means any area where sea turtles have been or are currently nesting, and the adjacent beach or other intertidal areas used for access by the turtles.

Nesting area, potential, means any area where sea turtle crawls have been observed.

Nesting season means the period from April 15 through October 31 of each year.

Permitted agent of the State means any qualified individual, group or organization possessing a permit from the Department of Environmental Protection or by the Florida Fish and Wildlife Conservation Commission to conduct activities related to sea turtle protection and conservation.

Pole lighting means a light fixture set on a base or pole which raises the source

of light higher than 48 inches off the ground.

Recessed ceiling fixture means the fixture recessed into the ceiling such that no portion of the lamp extends below the horizontal plane of the ceiling.

Sea turtle means any specimen belonging to the species Caretta caretta (loggerhead turtle), Chelonia mydas (green turtle), Dermochelys coriacea (leatherback turtle), Eretmochelys imbricata (hawksbill turtle) or any other marine turtle using City beaches as a nesting habitat.

Sea Turtle Lighting District shall include all properties within the City of Key Colony Beach, that may produce artificial light directly, indirectly, or cumulatively visible from any portion of the beach, regardless of whether those properties are beachfront properties.

Sea turtle nesting season means the period from April 15 through October 31 of each year.

Shield means an opaque covering, canopy or other such device fitted over a light source that blocks the light source from being observed from the beach and prevents the light from illuminating the beach.

Tinted glass means any glass treated to achieve an industry-approved inside-to-outside light transmittal value of 45 percent or less. Such transmittance is limited to the visible spectrum (400 to 700 nanometers) and is measured as the percentage of light that is transmitted through the glass.

Translucent fixture means a fixture consisting of a material (e.g., frosted glass) that transmits light but causes sufficient diffusion to prevent a distinct image of the lamp inside.

Uplighting means lighting fixtures that are directed upward, usually onto objects (flags, monuments, signs, buildings, landscape, etc.).

Wildlife lighting means artificial lighting, fixtures and bulbs that minimizes the potential for negative affects to the nocturnal behaviors of nesting and hatchling sea turtles and other wildlife. The following criteria apply:

(1) The light source is mounted as low to the ground or floor as practicable through the use of fixtures such as, low-mounted wall fixtures, low bollards, and ground-level fixtures;

(2) The lumens emitted by the light source are the minimal required for the intended application;

(3) The light source is contained within a full cut-off or fully shielded fixture such that no light is broadcast above a horizontal plane and the point source of light, and any reflective surfaces of the fixture are not directly visible from the beach;

(4) The lamps emitting predominately long-wavelength light (>560 nm). These long wavelength light sources include low-pressure sodium vapor lamps, amber and red LEDs, true red neon lamps, and other

lamps certified by the Florida Fish and Wildlife Conservation Commission as "wildlife lighting".

Window tinting means tinting or film that meets the standards for tinted glass.

Sec. 101-80. - Prohibition of activities disruptive to sea turtles.

(a) *Prohibition of horseback riding, campfires, and vehicular traffic.* Horseback riding and campfires shall be prohibited on nesting areas during the nesting season. Vehicular traffic shall also be prohibited on nesting areas during the nesting season except for emergency and law enforcement vehicles, vehicles permitted on the beach for marine turtle conservation or research, or vehicles used for beach cleaning in compliance with Section 101-83, standards for mechanical beach cleaning.

(b) *Prohibiting storage or placement of any material in the nesting area.* The storage or placement of any material, such as, but not limited to, construction material, rip-rap, trash and debris, mulch, beach wrack/seagrass, or other organic material, landscaping material, fill, vehicles, or boats, that has the potential to impede movement of hatchlings or adults between ocean and nesting areas, or that may cover existing nests or nesting sites is strictly prohibited.

(c) *Development.* All development shall be set back a minimum of 50 feet from any area that serves as an active or potential nesting area for marine turtles. The 50-foot setback will be measured from the landward toe of the most landward beach berm or from 50 feet landward of mean high water (MHW), whichever results in the smaller total setback. The maximum total setback shall be 100 feet from MHW.

(d) If any turtle nests or nesting activities have been reported within a portion of a beach, any temporary structures, including, but not limited to, beach chairs, umbrellas and cabanas which have the potential for entrapment of marine turtles and which may interfere with the use of the natural beach environment for nesting habitat shall be:

(1) Removed from the beach nightly; or

(2) Stored in areas designated by the City staff which are situated to avoid interference with marine turtles; or

(3) Placed in a manner so as to not obstruct the transit of turtle hatchlings to the water. Placement should include stacking in a staggered pattern at the landward edge of the beach.

Sec. 101-81. - Standards for exterior artificial lighting.

To prevent exterior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the nesting season, the following measures shall be taken to reduce or eliminate disorientation and other negative effects of new or existing artificial lighting:

(1) Exterior artificial light fixtures directly, indirectly, or cumulatively visible from any portion of the beach shall be designed, positioned, modified, or removed so that:

a. They are long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.

b. The point source of light or any reflective surface of the light fixture is not directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach.

(2) Measures such as, but not limited to, the following shall be taken to reduce or eliminate the negative effects of new or existing artificial beachfront lighting:

a. Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible to an observer standing anywhere on the beach.

b. Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.

c. Replace any light source, light bulb or lamp that is not long wavelength (e.g., incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g., LED or low pressure sodium) light source or lamp available for the specific application.

d. Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.

e. Provide shields for fixtures visible from the beach and not practical to immediately be replaced. Beachside shields are to cover 270 degrees and extend below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;

f. Replacement of pole lamps with low-profile, low-level luminaries so that the Light source or any reflective surface of the light fixture is not visible from the beach.

g. Planting or improvement of landscape vegetation buffers in compliance with the land development regulations between the light source and the beach to screen light from the beach.

h. Construction of ground-level barriers landward of the beach and frontal dune, in compliance with the land development regulations,

to shield light sources from the beach. Ground-level barriers shall not interfere with marine turtle nesting or hatchling emergence or cause short- or long-term damage to the beach system.

i. Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s) and shall conform to the measures set forth in this section in order to reduce or eliminate negative effects on sea turtles. The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible are preferred.

j. Permanent removal of all floodlights, uplights, or spotlights used for decorative or accent purposes that are directly visible to an observer standing anywhere on the beach, or which indirectly or cumulatively illuminate the beach. This includes lighting of fountains, ponds, trees, landscaping and other purposes not related to human safety or security.

k. Permanent removal or disabling of any fixture which cannot be brought into compliance with the provisions of these standards.

l. Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible to an observer standing anywhere on the beach.

m. Interior swimming pool and associated pool deck lighting, lighting in parking areas and roadways, beach accesses/dune crossovers, piers, and temporary lighting (flashlights) shall be turned off during sea turtle nesting season. If these lights cannot be turned off due to necessary nocturnal use, lights shall be amber or red LED lamps. Automatic timers are acceptable means of compliance with this standard.

Sec. 101-82. - Standards for interior artificial lighting.

To prevent interior artificial lighting from illuminating the jurisdictional boundaries or adjacent waters during the nesting season, measures such as, but not limited to the following, shall be taken to reduce or eliminate disorientation and other negative effects of new or existing interior light emanating from doors and windows:

(1) Interior artificial lighting within direct line of sight of the beach shall be designed, positioned, modified, or removed so that:

a. The point source of light or any reflective surface of the light fixture is not directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach.

(2) Measures such as, but not limited to, the following shall be taken to reduce or eliminate the negative effects of new or existing interior

beachfront lighting:

a. Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.

b. Installation of new windows and glass doors which meet the standards for tinted glass or, for existing windows and glass doors, an application of window tint or film that meets the standards for tinted or filmed glass as defined in this chapter.

c. Turning off all unnecessary lights.

d. Arrangement of lamps and other moveable light fixtures away from windows.

e. Appropriate interior design to eliminate lighting which could be directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach; and

f. For new construction within line of sight of the beach, tinted glass shall be installed on all windows and glass doors of single-story or multistory structures. This includes the seaward and shore-perpendicular sides of any structure.

Sec. 101-83. - Standards for mechanical beach cleaning.

All mechanical beach cleaning activities designed to remove debris from the beach or redistribute debris on the beach through the use of motorized vehicles or other mechanical means shall comply with the following standards:

(1) *Timing.* Beach cleaning shall be confined to daylight hours during the nesting season.

(2) *Mode of operations.* During the nesting season:

a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).

b. Light-weight motorized vehicles having wide, low-profile, low-pressure tires, or hand raking shall be used to conduct beach cleaning operations.

c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate beach substrate by more than two (2) inches.

d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, report nests and/or crawls to a permitted agent of the State.

e. All excess raked material must be removed from the beach and disposed of properly or stored in an upland area as approved by the Director of Environmental Resources. With special approval from the Director of Environmental Resources and the State Department

of Environmental Protection, limited quantities of organic material may be incorporated into the substrate in order to enhance the beach/berm system.

(3) *Coordination of beach cleaning operations with State-sanctioned scientific studies.* All beach cleaning operations shall be coordinated through the State to ensure that these operations do not interfere with State-sanctioned scientific studies or surveys of sea turtle nesting activities.

(4) *Authorization.* Any person performing mechanical beach cleaning must have a current permit from the Florida Department of Environmental Protection for the area being cleaned.

Sec. 101-84. - Protection from predation.

(a) No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting turtles, hatchlings, or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include but are not limited to dogs, cats, snakes, lizards or iguanas, ferrets and pigs.

(b) Feeding raccoons, opossums and other wild animals within the jurisdictional boundaries of the City is prohibited.

Sec. 101-85. - Penalty.

(a) The City may enforce the provisions of this chapter by any lawful means including, but not limited to, in accordance with Chapter 1, Section 1-9 and 1-10 of the Key Colony Beach Code, or Chapter 101, Article XV of the Land Development Regulations. In addition, the City may notify the property owner or other person responsible for lighting or management of the property, in writing, that an external lighting source causing a violation may be removed by the City. The City shall recover from the property owner the costs of removal of external lighting sources causing violations, which costs shall constitute a lien against such equal in rank and dignity with the liens of all State, County, District, or Municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid.

(b) Each property owner and, where applicable, his designee, agent, tenant, lessee, or assignee, shall each be responsible for adherence to the provisions of this chapter.

Secs. 101-86 - Applicability

(a) An overlay district, known as the "Sea Turtle Lighting District", is hereby established within the City of Key Colony Beach.

(b) The Sea Turtle Lighting District shall include all properties within the City of Key Colony Beach, that may produce artificial light directly, indirectly, or

cumulatively visible from any portion of the beach, regardless of whether those properties are beachfront properties.

(c) The provisions of this Ordinance apply to new and existing artificial lighting visible from the beach from all buildings and related infrastructure, including streetscapes, parking lot, outdoor areas, landscaping, as well as public parks and recreational areas and all other activities within the Sea Turtle Lighting District.

Secs. 101-79 87 – 108-89 . - Reserved.

*****

Section 3: Severability and Conflict

If any portion of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not be deemed to affect the remaining portions of this ordinance. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Inclusion in the Code of Ordinances and Land Development Regulations

The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances and Land Development Regulations of the City of Key Colony Beach, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

Section 5: Effective Date

This Ordinance shall become effective upon its final adoption by the City of Key Colony Beach, Florida Commission.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

FIRST READING by the City of Key Colony Beach City Commission this ___day of September 2023.

Mayor Patricia Trefry	NO_____	YES_____
Vice-Mayor Beth Ramsay-Vickrey	NO_____	YES_____
Commissioner Freddie Foster	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Joey Raspe	NO_____	YES_____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this ____day of _____October, 2023.

Mayor Patricia Trefry	NO_____	YES_____
Vice-Mayor Beth Ramsay-Vickrey	NO_____	YES_____
Commissioner Freddie Foster	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Joey Raspe	NO_____	YES_____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this ____day of _____, 2023.

_____
Patricia Trefry, Mayor

_____
Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

_____
Dirk M. Smits, B.C.S., City Attorney

NOTICE OF SPECIAL MEEETING

THE CITY COMMISSION OF KEY COLONY BEACH
WILL HOLD A CLOSED ATTORNEY/CLIENT SESSION
PERTAINING TO THE PETITION FOR TEMPORARY INJUNCTION
'LAURIE SWANSON VS. KEY COLONY BEACH' CASE NO. 23-CA-000205-M

DAY/DATE/TIME: FRIDAY, AUGUST 18TH, 2023 AT 9:30 AM
PLACE: AT THE TEMPORARY MEETING PLACE FOR THE CITY OF KEY COLONY BEACH AT THE KEY COLONY BEACH BANQUET ROOM AT 700 W. OCEAN DRIVE, KEY COLONY BEACH, FL 33051.

AGENDA

A. **Call to Order, Pledge of Allegiance, Prayer, Rollcall**
B. **Announcement of Commencement of Closed Attorney/Client Session, estimated time of session, and names of attendees; per FS 286.011 (8)**
C. **Re-opening of Special Meeting and Termination of Closed Session**
D. **Adjournment**

286.011 Public meetings and records; public inspection; criminal and civil penalties. —
(8) Notwithstanding the provisions of subsection (1), any board or commission of any state agency or authority or any agency or authority of any county, municipal corporation, or political subdivision, and the chief administrative or executive officer of the governmental entity, may meet in private with the entity's attorney to discuss pending litigation to which the entity is presently a party before a court or administrative agency, provided that the following conditions are met:
(a) The entity's attorney shall advise the entity at a public meeting that he or she desires advice concerning the litigation.
(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.
(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.
(d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.
(e) The transcript shall be made part of the public record upon conclusion of the litigation.

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY OF KEY COLONY BEACH, FLORIDA, IMPOSING THE ANNUAL STORMWATER UTILITY SPECIAL ASSESSMENTS FOR FISCAL YEAR COMMENCING OCTOBER 1, 2023; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN EFFECTIVE DATE:

WHEREAS, the City of Key Colony Beach, Florida (the "City) enacted Article 1 of Chapter 15 of the Code of Ordinances, City of Key Colony Beach, Florida (the" Code"), which establishes a Stormwater Utility and authorizes the imposition of annual Stormwater Assessments for Stormwater Utility services, facilities, or programs against certain Assessable Property with the City; and

WHEREAS, the imposition of a Stormwater Utility Service Assessment for Stormwater collection and treatment services, facilities and programs are an equitable and efficient method of allocating and apportioning Stormwater Costs among parcels of Assessable Property located in the City; and

WHEREAS, a Stormwater Utility Service Assessment was initially imposed upon all property within the City commencing October 1, 2011, which rate was established in Chapter 15, Section 15-4 of the Code, and

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for Fiscal Year 2023-2024, and the Assessable Property in the City will be subject to the previously established amount for the Stormwater Utility; and

WHEREAS, as required by Code the Assessment Roll has been filed with office of the City Administrator, and a notice of public hearing has been published; the proof of publication being attached hereto as Exhibit "A".

NOW THEREFORE, BE IT RESOLED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH FLORIDA, AS FOLLOWS:

Section 1. This Resolution is adopted pursuant to the Code, Sections 166-021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. This Resolution is the Initial Assessment Resolution as defined in the Code. All capitalized terms in this Resolution shall have the meanings defined in the Code.

Section 3. **(A)** It is hereby ascertained and declared that each parcel of the Assessed Property within the City will be specially benefited by the City's provision of stormwater utility services in an amount not less that the Stormwater Utility Service Assessment for such parcel, computed in the same manner set forth in Code.

(B) The method of computing and apportioning the Stormwater Utility Assessment described in the Code is hereby approved.

(C) For Fiscal Year 2023-2024, the Stormwater Cost shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential or Commercial. The service assessment imposed shall be the rate of $65.00 per residential unit or residential vacant lot or $130.00 per commercial parcel.

Section 4. The Stormwater Assessment Roll currently on file in the office of the City Administrator and incorporated herein by reference is hereby approved.

Section 5. **(A)** The Stormwater Utility Service Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, counties, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Property that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment.

Section 6. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 7. This resolution shall take effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA THIS 17th day of August 2023.

THE CITY OF KEY COLONY BEACH, FLORIDA

Approved as to form and legality for The use and reliance of the City of Key Colony Beach

_____

Patricia Trefry, Mayor

_____

Dirk Smits, City Attorney

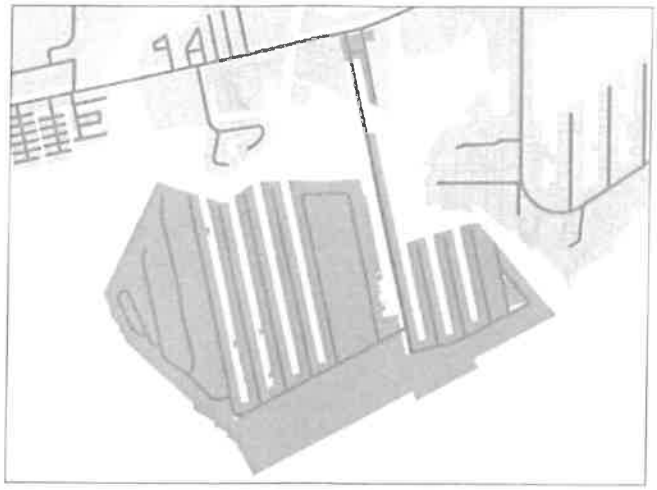
City Seal

_____

Silvia Gransee
City Clerk

City of Key Colony Beach

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE SPECIAL ASSESSMENTS



Notice is hereby given that the City Commission of Key Colony Beach, Florida, will conduct a public hearing to consider imposing stormwater service assessments for the Fiscal Year beginning October 1, 2023, against properties located within the incorporated area of the City, to fund the cost of stormwater management services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 9:30 a.m. on August 17, 2023, at the temporary meeting place of the City of Key Colony Beach at the Key Colony Inn Banquet Room, 700 West Ocean Drive, Key Colony Beach, FL 33051 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key Colony Beach to comply with all requirements of the Americans with Disabilities Act (ADA). Persons who need accommodations in order to attend or participate in this meeting should contact the City Clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance.

The Stormwater Service Assessments are proposed to fund the City's cost to provide Stormwater Management Services in the area shown above. The Stormwater Service Assessments are imposed upon each lot and parcel within the City for services and facilities provided by the stormwater management utility. For purposes of imposing the Stormwater Service Assessment, all lots and parcels within the City are classified into the following two customer classes: (1) Residential, which includes vacant properties zoned residential and (2) Commercial, which includes governmental, hotels and other.

The Stormwater Service Assessment imposed shall be the rate of sixty-five dollars ($65.00) per residential unit or residential vacant lot or one hundred thirty dollars ($130.00) per commercial parcel. The total annual stormwater assessment revenue to be collected within the City of Key Colony Beach for the upcoming fiscal year is estimated to be $102,000.

Copies of the ordinance and other legal documentation for the assessment program are available for inspection at the City Clerk's office, located at City Hall - 600 West Ocean Drive, Key Colony Beach, FL 33051.

If you have any questions, please contact the City at 305-289-1212, Monday through Friday between 9:00 a.m. and 4:00 p.m.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2023, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

Publish: July 20, 2023.
The Weekly Newspapers

CITY COMMISSION
OF KEY COLONY BEACH, FLORIDA

ORDINANCE NO. 2023-486

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, ENTITLED SEWERS AND SEWAGE DISPOSAL, SECTION 14-6 MONTHLY RATES AND CHARGES, AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach provides sewer facilities and bills residential property owners for those services quarterly and commercial customers monthly; and

WHEREAS, the quarterly and monthly rates have not increased since October 2013; and

WHEREAS, collections of user fees for fiscal year 2023- 2024 are projected to be less than the amount needed to operate the sewer plant and system and therefore reserves will be reduced; and

WHEREAS, the City Commission desires that the sewer treatment plant and system operate in a financially responsible manner and not deplete current reserves; and

WHEREAS, the City Commission desires to protect the health and safety of the citizens through routine maintenance of the sewer treatment plant and infrastructure.

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, as follows: (Additions to the ordinance are underlined; deletions are ~~crossed out~~.)

Section 1: Recitals

The above recitals are true and correct.

Section 2: Amending Section 14-6 of the Code of Ordinances

Section 14-6 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

CHAPTER 14. SEWERS AND SEWAGE DISPOSAL

Section 14-6. Monthly rates and charges.

The monthly rates and charges for the services and uses of the city sewer facilities will be as follows:

Residential living unit . . .	~~$60.00~~	$80.00
Apartment and condominium living unit . . .	~~$60.00~~	$80.00

Laundry machines, commercial, standard load (that are a part of apartments and condominiums) . . .		$30.00
Laundry machines, commercial, large load (that are a part of apartments and condominiums) . . .		$91.50
Recreational buildings (that are a part of apartments or condominiums) . . .		$75.00
All commercial accounts, per 100 gallons of water consumed	~~$2.09~~	$2.32

Or a minimum of ~~$40.00~~ ~~$50.00~~ $60.00 per unit monthly, whichever is greater.
User of sewer system facilities not otherwise listed above to be determined by use factors.
Monthly rates and charges listed above shall be effective October 1, ~~2013~~ 2023.

Section 3: Severability and Conflict

If any portion of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not be deemed to affect the remaining portions of this ordinance. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Inclusion in the Code of Ordinances and Land Development Regulations

The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances of the City of Key Colony Beach, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

Section 5: Effective Date

This Ordinance shall become effective upon its final adoption by the City of Key Colony Beach, Florida Commission.

FIRST READING by the City of Key Colony Beach City Commission this 17th day of August 2023.

Mayor Patricia Trefry	NO_____	YES_____
Vice-Mayor Beth Ramsay-Vickrey	NO_____	YES_____
Commissioner Freddie Foster	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Joey Raspe	NO_____	YES_____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this ____day of _____, 2023.

Mayor Patricia Trefry	NO_____	YES_____
Vice-Mayor Beth Ramsay-Vickrey	NO_____	YES_____
Commissioner Freddie Foster	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Joey Raspe	NO_____	YES_____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this ___day of _____, 2023.

_____
Patricia Trefry, Mayor

_____
Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

_____
Dirk M. Smits, B.C.S., City Attorney

City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – August 17, 2023

- ✓ To improve communication and the frequency of updates, a weekly summary report has started to be posted on the Key Colony Beach website, including the following items:
  - CDC Hospitalizations for Broward, Miami-Dade, and Monroe County combined.
  - Florida Department of Health data
  - Specific results from Key Colony Beach wastewater sampling
  - Based on this change, an addendum will be published on Tuesday, August 15, 2023, with the most recent data through Sunday August 13, 2023.

City of Key Colony Beach

Status update on Dry Floodproofing – City Maintenance Building – August 17, 2023

- ✓ FEMA award notification received for the requested Dry Floodproofing of the City Maintenance Building, 480 8th Steet – Received on 24JL23.
  - Scope for this award notification is Phase I – engineering, design, plans preparation, and bidding for the proposed project.
  - Requested project costs of $9,000.00.
    - FEMA to fund $8,100.00.
    - KCB to fund $900.00, expected funding needed during 2024 FY.
  - Contract is being developed for us to review and approve, Florida Division of Emergency Management will be managing the project from the State and Federal level and will be the communicator with FEMA.
  - Later Non-Phased or Phase portion of the project would be reviewed for approval after Phase I of the project is completed.
  - History reminder of the project working with State and FEMA feedback that was developed:
    - Key Colony Beach Application submitted, 16De21, under the disaster grant application process, with shared funding of 90/10.
    - Florida Division of Emergency Management approval on 13Se22, after successfully working through open questions with project manager and the engineering team from Emergency Management from December 2021 through September 2022.
    - FEMA review process completed from October 2022 through July 2023
    - Dry floodproofing includes a full perimeter protection design with engineering flood panels, meeting the criteria from FEMA for sealing the current exterior building walls, and installation of sump pumps for removal of water during rain and flooding events between the building exterior walls and the flood panels.