

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, June 15, 2023 – 09:35 a.m. **OR** at the Conclusion of the Public Hearing
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 on Page 3 on 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 – Pg. 1

*(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. 05-18-2023 City Commission Regular & Public Hearing Minutes – Pgs. 2-11

6. Committee and Department Reports

- a. Marathon Fire/EMS – Marathon Fire Chief*
- 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*

7. Items for Discussion/Approval

- a. Discussion/Approval of yearly Contract Renewal with Iguana Control in the amount of \$15,600.00. –Pg.12*
- b. Discussion/Approval to modify agreement with Brightview for the addition of Janitorial Services in the amount of \$22,692.00.*
- c. Discussion/Approval of an Interlocal Agreement between the Board of County Commissioners of Monroe County, Florida, and the City of Key Colony Beach, for the acceptance of State Boating Improvements Funds for the Replacement of Buoy and Marker Signs – Pgs. 13-22*
- d. Discussion/Approval to engage an Independent Investigative Attorney regarding Allegations of Fraud.*
- e. Discussion/Approval for purchase for a Land Pride 84” Hopper Broom from Florida Coast Equipment in the amount of \$11,850.25 – Pg. 23*

8. City Administrator Items for Discussion

- a. City Hall Update*
 - i. Report on Bid Opening on June 5th, 2023*
 - ii. Report on upcoming Review Committee Meeting – Pg. 24*
- b. Safety Meeting Report*
- c. Recommendation on FMLA use*
- d. Florida League of Cities: 97th Annual Conference Voting Delegate Information – Pgs. 25-26*

9. Secretary-Treasurer’s Report

- a. Treasurer’s Report May 2023 – Pgs. 27-28*
- b. Approval of Warrant 0523 in the amount of \$568,335.46 – Pg. 29*

10. City Attorney’s Report

11. Ordinances & Resolutions

- a. SECOND/FINAL Reading of Ordinance No. 2023-484: An Ordinance of the City of Key Colony Beach, Florida; amending Chapter 5 of the Code of Ordinances Related to “Boats, Boat Trailers, Marine Facilities and Waterways”, Article III, “Marine Construction and Improvements, Docking of Boats”, Division 3 “Docks, Piers, and Mooring Equipment”, Section 5-43, Entitled “Elevator Lifts” to increase the maximum lifting capacity for elevator boat lifts within the city; providing for codification; repealing any inconsistent provisions; providing for severability; and providing an effective date.*
 - i. Proof of Publication – Pg. 30*
 - ii. Ordinance No. 2023-484 Boat Lift Amendment – Pgs. 31-33*

12. Commissioner’s Reports & Comments

- a. Commissioner Harding*
 - i. Wastewater Sampling Update – Pg. 34-35*
- b. Commissioner Foster*
 - i. Potential Surplus on Building Permit Funds*
 - ii. Police Coverage for Mini Lobster Season*
 - iii. Bid Opening Protocol*

13. Adjournment

You are invited to a Zoom webinar.
When: Jun 15, 2023, 09:30 AM Eastern Time (US and Canada)
Topic: 06-15-2023 City Commission Public Hearing & Regular Meeting

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/87507078465?pwd=T0pBNVgrSzAweWVUMCt2QW1QeEE4Zz09>

Passcode: 894536

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Sec. 2-89. - Decorum.

All commissioners must conduct themselves in a professional and respectful manner. All remarks should be directed to the mayor and not to individual commissioners, staff, or citizens in attendance. Personal remarks are inappropriate. A commissioner is not allowed to speak at a meeting until being recognized by the mayor. All comments made by a commissioner shall address the agenda item that is being discussed. The mayor shall enforce these rules of decorum. If a commissioner believes that a rule has been broken, a point of order can be raised. A second is not required. The mayor can rule on the question or allow the city commission to debate the issue and decide the issue by a majority vote.

(Ord. No. 353-2003, 2-13-03)

Sec. 2-90. - Public participation.

Public participation in meetings of the city commission shall be permitted in accordance with the provisions of this section.

- (1) *Public participation on agenda items.* The city commission may allow public comment on an agenda item at the time the item is being considered by the city commission. These comments must be limited to the subject that is being debated. Members of the public may speak for three (3) minutes and may only speak once. These limits can be waived by a majority vote of the city commission. Anyone wishing to speak at any city commission meeting must be recognized by the mayor before addressing the city 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.
- (3) *Public hearings.* The city commission may schedule public hearings for the purpose of soliciting public comment on any subject of interest to the city commission. Hearings may be held immediately prior to or following a meeting of the city commission or at such other places and times as the city commission may determine. No official action shall be taken at any such public hearing.

(Ord. No. 353-2003, 2-13-03)

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, May 18, 2023 – 09:49 a.m.

Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach
& Virtually via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call: The Key Colony Beach Regular Meeting & Public Hearing was called to order by Mayor Trefry at 9:49 a.m. followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Vice-Mayor Beth Ramsay-Vickrey, Commissioner Tom Harding, Commissioner Freddie Foster, Commissioner Joey Raspe, Mayor Patricia Trefry. **Also present:** City Administrator Dave Turner, Fire Chief Mike Card, Building Official Lenny Leggett, Police Kris Chief DiGiovanni, City Attorney Dirk Smits, City Attorney Roget Bryan (virtual), City Clerk Silvia Gransee, Code Enforcement Officer Barry Goldman, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson.

Public Attendance: 16

Mayor Trefry spoke on the loss of Carrol Gross, a longtime resident of the City of Key Colony Beach and unofficial member of the Beautification Committee and acknowledged her service to the City.

2. Agenda Additions, Changes & Deletions: Commissioner Foster asked for the addition of a discussion and a vote for a bid on the old City Hall building in assistance with K2M Engineering to be added to the agenda under the City Administrator's Report. City Attorney Smits explained the Mayor's prerogative of a good cause determination on adding items to the agenda. Discussion followed by the City Commission on placing the item on the agenda. Mayor Trefry determined to add the item to the agenda for a discussion and vote under agenda item 8a. Commissioner Foster further asked for the agenda addition off the topic of the City Administrator's cell phone number on the website. The topic was added to the agenda as item 7e.

Vice-Mayor Ramsay-Vickrey asked for the Resolution under 11b to be moved up to Item 3b. There were no objections.

Commissioner Harding asked for the addendum of the Treasurer's Report to be added to Item 9a. There were no objections.

3. Special Request

a. Proclamation: Leadership Monroe County 30th Anniversary: Mayor Trefry spoke on the agenda item and asked Kerry Cosme, ReStore Manager, Habitat for Humanity, to speak to the Commission. Kerry Cosme spoke on the benefits and experiences of the program. Mayor Trefry provided the reading of the Proclamation. Fire Chief Mike Card spoke on the importance of Leadership Monroe County and the benefits of the program.

b. Citizens Flood Insurance Requirement and Risk Rating 2.0: Mel Montagne from FIRM spoke to the Commission on the importance of the Resolution, the change of Condominiums no longer needing flood insurance, changes in Risk Rating 2.0 for homeowners and the loss of CRS credits, premium increases, and communication problems with FEMA.

Mel Montagne confirmed Commissioner Foster's question on the requirement on carrying flood and wind insurance for single-family homes effective July 1st. Mayor Trefry gave further insights on flood insurance requirements. Mel Montagne continued giving information on insurance changes. Mayor Trefry thanked Mel Montagne for his presentation.

Resolution No. 2023-04: A Resolution of the City Commission of the City of Key Colony Beach, Florida, urging the Florida Legislature to appoint a Monroe County Resident to the Board of Governors of Citizens Property Insurance Corporation of Florida; providing for an effective date.

City Attorney Smits informed on the modification of the wording of 'Monroe County Resident' in the Resolution title and Section 2. There were no objections to the changes. Mayor Trefry provided the reading of Resolution No. 2023-04 and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the Resolution. Commissioner Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

4. Citizen Comments and Correspondence

City Clerk Gransee informed on received citizen correspondence.

Mayor Trefry asked for citizen comments. The following citizens provided comments to the City Commission:

Andrew Axelrod, General Counsel to the South Florida Police Benevolent Association, introduced himself to the Commission and spoke on the upcoming unionization of the Police Department and proposed changes to the Personnel Policy.

Laura Swanson, 620 9th Street, voiced her thoughts on the City Commission and City Officials.

Mayor Trefry spoke on decorum and dignity during the meeting.

Chet Dunn, 201 E. Ocean Drive, spoke on the City Administrator, City Hall, and problems with the new City of Marathon Boat Ramp Regulations.

Marie Flood, 241 4th Street, gave her views off the Commission, spending, the City Administrator, City Hall, and rebuilding costs.

Gorgona States, 541 E. Ocean Drive, spoke on City Hall repairs.

Doug Cuje, 341 11th Street, spoke on a bid on the existing City Hall building and a referendum.

Fred Swanson, 620 9th Street, clarified submitted letters to the Commission and gave thoughts on correspondence and community education.

Mayor Trefry asked for comments from virtual attendees:

Cindy Catto, spoke on City Hall and a referendum, as well as being an alternate on the Recreation Committee and opposition to the disbanding of the Committee,

Mr. Pasco, 371 11th Street, spoke in opposition to City Hall.

Joanne Stewart spoke on costs for a new City Hall building.

5. Approval of Minutes

a. 04-20-2023 City Commission Regular Meeting Minutes: Mayor Trefry asked for any changes to the minutes. There were none. Mayor Trefry accepted the minutes as written.

6. Committee and Department Reports

a. Marathon Fire/EMS: Marathon Fire Chief Mike Card spoke on EMS and Fire Calls and informed of the Leadership Event in Key Colony Beach at the end of the month.

b. Police Department: No additional report.

c. Building Department: No additional report.

- d. Public Works: No additional report.
- e. City Clerk: No additional report.
- f. **Code Enforcement Officer:** Commissioner Foster asked for a follow-up on Code Enforcement Reports which City Administrator Turner reported to being in the process.
- g. Beautification Committee: No report.
- h. Planning & Zoning Board: No report.
- i. Recreation Committee: No report.
- j. Utility Board: No report.

7. Items for Discussion/Approval

a. Discussion/Approval of the 16th Annual Key Colony Beach Fishing Derby on June 14th, 2023: Commissioner Raspe spoke on omitting the item from the April agenda in error and asked for approval to hold the June Kids Fishing Derby. Mayor Trefry asked for a motion to approve the Kids Fishing Derby.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the Fishing Derby. Commissioner Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Raspe informed that the Kids Fishing Derby was renamed in Commissioner Sutton's memory to the "Ron Sutton Memorial Fishing Derby".

b. Discussion/Approval to Changes to the Personnel Policy regarding Vacation/Sick-time Buyouts & Carry-overs: City Attorney Smits spoke on the agenda item and gave options to the City Commission on how to proceed. Vice-Mayor Ramsay-Vickrey asked City Attorney Smits for clarification for the policy to be for all staff and not just for the Police Department. City Attorney Smits confirmed. City Administrator Turner stated on following Commission direction for a possible policy change and confirmed large buyouts in the past. Mayor Trefry explained the history behind the proposed changes.

Commissioner Harding spoke on the meaning of unfunded liabilities and the financial burden it presents and stated support for limitations.

Commissioner Foster voiced his opposition to the proposal and stated his objection to the suggested changes. Commissioner Foster further commented on unanswered questions about FMLA use.

City Administrator Turner gave further information and alternatives to the proposed changes.

City Administrator Turner additionally commented on FMLA and federal requirements.

The Commission agreed for City Administrator Turner to bring back the topic of FMLA use at the next Commission meeting.

City Administrator Turner continued speaking on the subject of vacation and sick leave carry-over and buy-outs. Vice-Mayor Ramsay-Vickrey clarified the vacation leave accumulation to be 168 hours, last year of employment no more than your earned vacation time may be used, and the changes of a maximum of \$8,000.00 and \$12,000.00. City Administrator Turner confirmed the changes.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the changes to the personnel policy as just discussed with the change of the 168 hours, last year of employment no more than earned vacation may be used, and with inserting the maximum dollar amounts of \$8,000.00 and \$12,000.00 as represented. Commissioner Harding seconded the motion.

DISCUSSION: Commissioner Raspe voiced his concern on the use of time within the first three month and asked to extend to six months. Mayor Trefry asked for clarification on the calendar year used. City Administrator Turner explained the available options. Commissioner Raspe gave further thoughts on concerns with overtime and asked City Attorney Smits on possible negotiations with the Union on this issue.

City Attorney Smits gave the available options on how to move forward.

Former Commissioner Kathrine McCullough asked for an opportunity to speak on the matter via zoom. Mayor Trefry informed that citizen comment was over.

Vice-Mayor Ramsay-Vickrey asked City Administrator Turner if the use of time can be changed to the first six month of the year. City Administrator agreed.

ON THE MOTION: Vice-Mayor Ramsay-Vickrey withdrew her motion.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the policy changes with the change that:

1. Under vacation leave accumulation in paragraph 2 it will change from 84 hours to 168 hours.
2. Change from the first three month to the first six months of the year.
3. Last year of employment no more than earned vacation may be used.
4. Maximum dollar amount of \$8,000.00 and \$12,000.00.
5. and the rest of the changes as written.

Commissioner Harding seconded the motion.

DISCUSSION: Commissioner Foster commented on the Unionization of the Police Department and the impact on employee relations. Commissioner Foster further commented on maximum payout amounts and hourly calculations in relation and reiterated his stance against the changes. Mayor Trefry spoke on employee benefits in relation to the County and the purpose of the proposed policy changes. There was no further discussion and Mayor Trefry called for rollcall.

ON THE MOTION: Rollcall vote. Commissioner Raspe – yes. Vice-Mayor Ramsay-Vickrey – yes. Commissioner Harding – yes. Commissioner Foster – no. Mayor Trefry – yes. The motion passed.

Commissioner Harding asked City Administrator Turner for a follow-up on the FMLA questions at the next Commission meeting.

a. Discussion/Approval on IEMO Training: Mayor Trefry spoke on the available training for Commissioner and City Administrator Turner confirming the available funds in the budget. Commissioner Harding and Foster stated interest in attending of the training. All were in agreement and no vote was necessary.

b. Discussion/Approval of Special Magistrate Code Compliance Procedures: City Attorney Smits Summarized the proposed procedures to the Commission. Mayor Trefry asked for a motion to approve the Special Magistrate Code Compliance Procedures.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the Special Magistrate Procedures. Commissioner Harding seconded the motion.

DISCUSSION: City Attorney Smits confirmed the City Clerk being the Clerk for the Code Board Hearings. Commissioner Raspe spoke on Section 5c on the City Attorney's authority and suggested a change to the wording. City Attorney Smits stated to be happy to amend the paragraph.

ON THE MOTION: Vice-Mayor Ramsay-Vickrey withdrew her motion.

MOTION: Motion made by Commissioner Raspe to approve the Special Magistrate Procedures with the amendment of Paragraph 5c "Settlement of Code Enforcement" to be removed and brought back at a separate time. Mayor Trefry repeated the motion and asked for a second. Vice-Mayor Ramsay-Vickrey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7e. City Administrator Turner's Cell Phone Number Publication (Agenda Addition): Mayor Trefry spoke on Commissioner Foster's request and commented that the change would have to apply for all Department Heads. City Administrator Turner explained how to reach him by calling City Hall and past experiences of receiving calls on his cell phone. City Administrator further confirmed that for emergencies the Police Department should be called via 911. Commissioner Raspe voiced support for total transparency on having all Department Head numbers on the website. Commissioner Harding commented on employee privacy protection and the Police being responsible for emergencies. Vice-Mayor Ramsay-Vickrey voiced agreement with Commissioner Harding and spoke on differences between elected officials and city staff and the expected level of transparency. Mayor Trefry spoke on prior concerns by the Chief of Police and the need for all Department Heads to be treated the same. Mayor Trefry called for a vote and motion.

MOTION: Motion made by Commissioner Foster for the City Administrator to provide his number for his City paid cell phone to be added to the website to be contacted when not on site. Mayor Trefry asked for a second. Commissioner Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Commissioner Harding – no. Commissioner Foster – yes. Commissioner Raspe – yes. Vice-Mayor Ramsay-Vickrey – no. Mayor Trefry – no. The motion failed.

Mayor Trefry called for a recess at 11:18 am to adjourn at 11:35 am.

The meeting was re-adjourned at 11:35 am.

8. City Administrator Items for Discussion

a. City Hall Update: City Administrator Turner updated on the bid package release on DemandStar and current 22 plan holders. City Attorney Turner further informed that questions are being answered and uploaded on DemandStar as they come in, and for the Commission to make an informed decision after the numbers come in. City Administrator Turner further clarified the purpose and process on DemandStar.

b. Safety Meeting Report: City Administrator Turner reported that all safety meeting reports were submitted.

c. Update on Survey for additional Pickleball/Tennis Courts: City Administrator Turner reported that the survey was received at much lower than approved cost and for the planning to be in the preliminary stages. City Administrator Turner further informed of hearsay of possible donors.

d. Update on Fiber Optics for the City of Key Colony Beach: City Administrator Turner updated on the fiber optics progress with AT&T and Comcast not being a viable option. City Administrator Turner added to have had positive conversation on the subject with Managers of some Condominium's in the City. City Administrator Turner stated that the next step in the process would be to hold a Townhall meeting if the Commission wishes to proceed.

Mayor Trefry asked the Commission if all were in favor of a Townhall meeting. The Commission agreed.

e. Discussion/Approval of obtaining bids to return the current City Hall to pre-Irma conditions (Agenda Addition): Mayor Trefry asked Commissioner Foster for a motion.

MOTION: Motion made by Commissioner Foster to obtain bids to return the current City Hall to pre-Irma conditions. Mayor Trefry asked for a second. Commissioner Raspe seconded the motion.

DISCUSSION: Commissioner Foster asked for existing engineering drawings to be able to assist the engineering firm with the bid package. Building Official Leggett stated unfamiliarity with the plans. Commissioner Foster referred to former Building Officials or the engineering firm for assistance. Mayor Trefry

asked for input from City Attorney Smits. City Attorney Smits advised on the process if interest for review by the Commission was received. Commissioner Foster confirmed to Commissioner Harding that the bid will not include the replacement or repair of the roof. Commissioner Foster further spoke on the rules for ADA compliance in relation to the greater than 50-percent substantial damage determination and confirmed the bid not to include ADA compliance. City Attorney Smits explained the answer to be a possible maybe. Commissioner Foster reiterated the bid to be for pre-Irma conditions and not to include the documented sinking floors, pre-Irma. Commissioner Foster stated the Fire Code to be pre-Irma. Commissioner Harding asked for clarification on floor repairs per engineering. Mayor Trefry confirmed to Commissioner Foster to be able to withdraw the motion and restate it.

ON THE MOTION: Commissioner Foster withdrew his motion.

MOTION: Motion made by Commissioner Foster to look for a bid for pre-Irma conditions not to include said things by Commissioner Harding.

DISCUSSION: Commissioner Harding voiced concerns on the ability to use the estimate to go forward with and execute. Commissioner Harding further stated this to be a liability for the City and not to be executable.

Vice-Mayor Ramsay Vickrey voiced her disappointment of residents leaving prior to receiving Commissioner comments. Vice-Mayor Ramsay-Vickrey continued reading a statement on having received correspondence from a resident threatening removal from office and unrest. Vice-Mayor Ramsay-Vickrey stated her refusal of being bullied and having received residents' concerns on speaking out loud. Vice-Mayor Ramsay-Vickrey further informed on email addresses being used without approval and residents asking to be removed from list. Vice-Mayor Ramsay-Vickrey commented on the current City Hall being 65 years old, structural failure, the building sitting ground level in a flood zone, and available monies for a new City Hall building. Vice-Mayor Ramsay-Vickrey voiced her thoughts on addressing the current needs for the City and the necessity to wait for bids to come in. Vice-Mayor Ramsay-Vickrey commented on two separate engineering firms having declared prior substantial damage and for cost of repairs to exceed the value of the building among other factors. The Vice-Mayor gave information on prior cost estimates for the old City Hall building, a prior bid for the administrative section of the building, and FEMA's determinations on assessed damage and 50-percent rule. Vice-Mayor Ramsay-Vickrey stated that a proper bidding process needs to be followed including structural engineering reports, state approval for new building plans, and the compliance with FEMA rules. Vice-Mayor Ramsay-Vickrey spoke on the deadline for the bidding process and perceptions by some residents of the public to be an extravagant building. Vice-Mayor Ramsay-Vickrey further spoke on false narratives, bullying, and inciting anger within residents. The Vice-Mayor talked on the City to be bound to State Law and procedures, and prior outside-the-law and under-the-table mentality not applying to her and her choosing to look out for the best interest of the City.

Mayor Trefry asked for the "the 50% Rule" document to be posted on the website.

Mayor Trefry stated that Commissioner Foster made a motion with a second needed.

ON THE MOTION: Commissioner Raspe seconded the motion.

Mayor Trefry asked Commissioner Foster to restate his motion.

RESTATEMENT OF MOTION: Motion made by Commissioner Foster to obtain a bid to restore the current City Hall building to pre-Irma conditions to determine if (we) the City violates the 50% FEMA rule.

FURTHER DISCUSSION: Mayor Trefry commented on the deadline for the bid that was issued.

ON THE MOTION: Rollcall vote. Commissioner Harding – no. Commissioner Foster – yes. Commissioner Raspe – yes. Vice-Mayor Ramsay-Vickrey – no. Mayor Trefry – no. The motion failed.

City Administrator Turner asked to go back to his report for additional items. Mayor Trefry agreed and further asked City Attorney Smits to explain questions on a referendum for the City. City Attorney Smits explained the referendum to be a non-binding straw poll, as well as anticipated costs of \$16,000.00 outside a regular scheduled election.

City Administrator Turner spoke on the Key Colony Beach Community Association's wish to donate a substantial amount of money to the City for the relocation and replacement of the Sunset Park Tiki Hut. City Administrator Turner expressed his support for the project and acceptance of monies. The City Administrator additionally explained dimensions and no need for a variance. Ted Fischer, current Chair of the Recreation Committee and President of the KCB CA, spoke to the Commission on the proposed project and having worked with Mike Yunker and City Administrator Turner on the details. Ted Fischer proceeded by informing on a received Tiki Hut quote for \$9,500.00 and a donation to the City in the amount of \$10,000.00, as well as an in-kind donation for the relocation of the existing tiki hut roof by the local Sunbelt Rental Store.

Mayor Trefry thanked the Community Association, the Recreation Committee, and Ted Fischer.

Ted Fischer confirmed to Commissioner Foster for the concrete slap to be taken off.

City Administrator asked for a head-nod from the Commission to move forward and the acceptance of the check. City Administrator Turner confirmed to work with the Building Official to work on all details of the project. Commissioner Raspe asked on the City's liability for a resident to perform work at Sunset Park. Mayor Trefry asked for Ted Fischer to work with the Building Official and City Administrator to follow proper procedures. Commissioner Raspe further commented on the size of the tiki hut and alleviating variance procedures. City Administrator Turner confirmed to work with the Building Official and follow procedures.

Commissioner Harding thanked Ted Fischer for his hard work and donation by the Key Colony Beach Community Association and suggested to City Administrator Turner to use a professional licensed contractor for the flooring job.

9. Secretary-Treasurer's Report

a. Treasurer's Report March 2023: Secretary-Treasurer Harding presented the March Treasurer's Report. Secretary-Treasurer informed on wastewater income, capital expenses, predictions on wastewater to go negative with reserve amounts to fill in, and a need for a rate increase. Secretary-Treasurer Harding continued informing on the general fund and updated on income, expenses, net income year to date, infrastructure funds, legal fees, the pickleball court contribution towards fence payment, and the current running balance update.

b. Approval of Warrant 0423 in the amount of \$389,565.54: Mayor Trefry asked for a motion to approve Warrant 0423 in the amount of \$389,565.54.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the Warrant. Secretary-Treasurer Harding seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Administrator Turner spoke on the collection of monies from Code infractions and being on budget.

City Attorney Dirk Smits addressed questions on attorney's attending City meetings and explained that that the City is not being charged by the number of attorneys attending meetings. City Attorney Smits explained that the cost of extra attorneys falls onto his law firm and is no burden to the city. Mr. Smits further explained his involvement in government work for the last 25 years and stated that criticism needs to be underwritten with knowledge.

Mayor Trefry stated appreciation by the Commission to be able to utilize legal advice. City Attorney Smits thanked for the recognition.

10. City Attorney's Report

a. Update on FMIT Coverage pertaining to Sunshine Law: City Attorney Smits updated that an exclusion on coverage for Sunshine Law violations exists but explained possible scenarios for recourse.

b. Report on Florida Statutes on Remote Public Meeting Attendance and Voting: City Attorney Smits gave information on the requirements of a physical quorum of three for City Commission meetings per the Attorney General's opinion. City Attorney Smits further advised on a special Monroe County law that allows volunteer and recommending committees to hold remote meetings with no physical quorum requirements as long as all Public Notice requirements are met.

c. Report on Exemptions for City Hall Building Plans: City Attorney Smits explained blueprint exemptions per Florida Statutes for safety and security of public facilities.

d. Code Enforcement Mitigation Proposal: City Attorney Smits stated that the proposal was taken out.

e. Update on Restructuring Alternatives for Volunteer Boards: City Attorney Smits spoke to the Commission on the agenda item and explained procedures and consequences.

City Attorney Smits additionally informed on sharing a legislative update from the Florida League of Cities.

City Attorney Smits informed that the trademark for the City was received.

City Attorney Smits continued updating on the anticipated change for the County to a Charter and explained possible changes and the need for a referendum for approval. City Attorney Smits informed on monitoring the progress and gave further details on possible changes and timelines.

Vice-Mayor Ramsay-Vickrey thanked City Attorney Smits and stated the importance of the correct charter language to prevent unwanted changes in the future.

11. Ordinances & Resolutions

a. First Reading of Ordinance No. 2023-484: An Ordinance of the City of Key Colony Beach, Florida; amending Chapter 5 of the Code of Ordinances Related to "Boats, Boat Trailers, Marine Facilities and Waterways", Article III, "Marine Construction and Improvements, Docking of Boats", Division 3 "Docks, Piers, and Mooring Equipment", Section 5-43, Entitled "Elevator Lifts" to increase the maximum lifting capacity for elevator boat lifts within the city; providing for codification; repealing any inconsistent provisions; providing for severability; and providing an effective date.

Mayor Trefry provided the first reading of Ordinance No. 2023-484 and asked for a motion to approve Ordinance No. 2023-484.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve the ordinance. Commissioner Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Resolution No. 2023-04: A Resolution of the City Commission of the City of Key Colony Beach, Florida, urging the Florida Legislature to appoint a Monroe County Resident to the Board of Governors of Citizens Property Insurance Corporation of Florida; providing for an effective date: See under Agenda Item 3b.

c. Resolution No. 2023-06: A Resolution by the City of Key Colony Beach, Florida, adopting Special Magistrate Code Compliance Procedures.

City Attorney Smits explained the purpose of the Resolution and stated that voted upon changes requested by Commissioner Raspe will be included. Mayor Trefry provided the reading of Resolution No. 2023-06 and asked for a motion to approve with said changes.

MOTION: Motion made by Vice-Mayor Ramsay-Vickrey to approve with changes. Commissioner Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

12. Commissioner's Reports & Comments

Commissioner Raspe reported on attending the staff meeting for the 'Ron Sutton Fishing Memorial Derby' and informed of ongoing acceptance of donations. Commissioner Raspe further informed of a meeting with City Administrator Turner on Building Department concerns, and the attendance of the Planning & Zoning meeting.

Vice-Mayor Ramsay Vickrey informed on attending the April Beautification Award, meeting with event organizers about next year's 7-meter race, attending the Sheriff's Quarterly Awards Ceremony, attending the Marathon City Council meeting and Chamber after-hours May event, meeting with Mel Montagne from FIRM, attending Wylands's new mural event at Crane Point, as well as attending the Chamber Monthly luncheon.

Commissioner Harding updated on meeting with Richard Clark, the Monroe County Transit Director, on potential help with workforce transportation and further education this fall.

i. Wastewater Sampling Update: Commissioner Harding updated on Wastewater Covid sampling and informed on cost estimates, variations, and the effects of influx on tourism. Commissioner Harding gave additional updates on numbers in other States and Counties, and less available documentation due to the removal of the National Health Emergency. Commissioner Harding informed on available funding through June and a possible spike after July 4th.

ii. Flood Risk – City Hall from Storm Surge: Commissioner Harding informed on the distance to the water for the city hall buildings and storm surge risk. Commissioner Harding reported on available data points from past hurricanes and expected surges for a category 2 to 4 storm and expected sea level rises. Commissioner Harding continued explaining wave action height in addition to the surge. Commissioner Harding informed on expected surges for City Hall and FEMA guidelines. Commissioner Harding spoke on the City Hall building being built in 1959 with multiple entry ways that need dry proofing. Commissioner Harding stated that the proposed City Hall built to City Codes will present the best storm surge protection. Commissioner Harding continued talking about the purpose behind FEMA's height requirements in South Florida. Commissioner Harding reiterated that the current City Hall is suspect to more flooding if that path is being continued. Mayor Trefry recalled the storm surge from Hurricane Ian being comparable to Hurricane Irma and further commented on flood insurance and storm surge mitigation. Commissioner Harding talked on the storm surge from Hurricane Ian and explained a storm surge to be in addition to maximum tide levels. Commissioner Harding recalled his personal encounters of experiencing a storm surge during Hurricane Ian.

Commissioner Foster reported on attending the Utility and Planning & Zoning Board meetings and working with City Attorney Smits on clarification on attending meetings remotely. City Attorney Smits confirmed that participation can be remote or a combination of physical and remote attendance to establish a quorum. Commissioner Harding commented that Zoom meetings can be attended via telephone if preferred. Commissioner Foster confirmed the cost for a special referendum by the Supervisor of Elections Office.

Mayor Trefry reported on taking time off for visiting family and communications with lobbyist for budget requests for the Governor and conversations with a local mayor.

13. Adjournment: The meeting adjourned at 12:53 pm.

Respectfully submitted,
Silvia Gransee
City Clerk



City of Key Colony Beach
Dave Turner
600 W Ocean Dr
Key Colony Beach, FL 33051

Iguana Control
6615 W. Boynton Beach Blvd.
#121
Boynton Beach, FL 33437
855-525-5656

Invoice # 48120

Invoice 5/10/2023
Date: Wednesday

Bill-To: 100117
Location: 100117

Key Colony Beach
Dave Turner
600 W Ocean Dr
Key Colony Beach, FL 33051

Service Description

Monitoring - 1 year - Commercial
Dates of contract: August 1, 2023 - July 31, 2024
Monthly program: \$1,300
Monitoring includes a minimum of 8 hours per week; to
be divided over two days or serviced in one day.

Quantity

Price

1.00	\$15,600.00
1.00	\$0.00
1.00	\$0.00

SUBTOTAL	\$15,600.00
TAX	\$0.00
TOTAL	\$15,600.00
AMT PAID*	\$0.00
BALANCE	\$15,600.00

Sunset Park
24.717697,-81.025229

Key Colony Golf
24.723667,-81.020472
(between 7th and 8th)

Utility Facility

Trailers: 24.724828,-81.021499 (row of bushes surrounding)
Tikki Hut: 24.721644,-81.018729
Ask Sunset for permission: 24.722033,-81.013547
Park: 24.722992,-81.013792
Entrance to city: 24.731751,-81.020592/24.732055,-
81.020323/24.731124,-81.020434
End if Entrance:24.722140,-81.018193

100117

5/10/2023

Bill-To: City of Key Colony Beach
Dave Turner
600 W Ocean Dr
Key Colony Beach, FL 33051

PO Number:

Invoice #: 48120

Terms: PREPAYMENT

Iguana Control
6615 W. Boynton Beach Blvd.
#121
Boynton Beach, FL 33437
855-525-5656

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2023, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the "COUNTY" or "BOCC") and the City of Key Colony Beach, a municipal corporation organized and existing under the laws of the State of Florida (the "CITY" or the "CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY routinely uses State Boating Improvement Funds (BIF) for recreational boating related projects within the various municipalities; and

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$3,248.00 from BIF for costs to be incurred during FY'24 for buoy/ marker sign replacement; and

WHEREAS, the above expenditures are qualified expenditures from the State BIF; and

WHEREAS, at the May 17, 2023, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$3,248.00;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed between the COUNTY and the CITY as follows:

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred in FY'24 as follows:

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$3,248.00 for buoy/ marker sign replacement.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY's Marine Resources Office by September 1, 2024. The invoices must describe the services performed, together with proof that payment has been made to the CITY'S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

- 2.1 This Agreement shall become effective upon execution by both parties.
- 2.2 If such Notice of Termination as specified in Section 3 is given, this Agreement shall terminate within five (5) days thereof.

Section 3. Termination and Default.

- 3.1 In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided for herein such action shall constitute a default under this Agreement.
- 3.2 Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (Default Notice) shall state in reasonable detail the actions the defaulting party must take to cure the same.
- 3.3 The defaulting party shall cure any such default, within 30 days following the date of the Default Notice.
- 3.4 Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.
- 3.5 In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.
- 3.6 If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

Section 4. Indemnification.

- 4.1 To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY, to the extent of the COUNTY'S potential liability pursuant to section 768.28, Florida Statutes, does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at

both the trial and appellate levels) arising from the acts or omissions of the CITY or any third party vendor contracted by the CITY in connection with this Agreement.

Section 5. Notices.

- 5.1 All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to Monroe County: Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Robert B. Shillinger, Esq.
Monroe County Attorney's Office
1111 12th Street, Suite 408
P.O. Box 1026
Key West, Florida 33041-1026

If to City: David Turner
City Administrator
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

With a copy to: Dirk Smits, Esq.
City Attorney
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

Section 6. Regulatory Powers.

- 6.1 Nothing contained herein shall be construed as waiving either party's regulatory approval or enforcement rights or obligations as it may relate to regulations of general applicability, which may govern the Agreement.

- 6.2 Nothing herein shall be deemed to create an affirmative duty of either party to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

Section 7. Attorneys Fees and Waiver of Jury Trial.

- 7.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 7.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

Section 8. Governing Law.

- 8.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation or mediation arising out of this Agreement shall be in the 16th Judicial Circuit in and for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 9. Access to Records and Audits.

- 9.1 The CITY shall comply with all public records and records retention requirements mandated by Section 24, Article I, of the Florida Constitution, and Chapter 119, Florida Statutes, and shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of COUNTY, the State of Florida, the Federal Government, or authorized agents and representatives of said government bodies. CITY shall also provide access to the personal property reports, permits, and equipment purchased or utilized under this Agreement. It is the responsibility of CITY to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. Records shall be kept for a period of five (5) years following execution of this Agreement. CITY understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. COUNTY shall bill CITY for the amount of the audit exception and CITY shall promptly repay any audit exception. However, COUNTY warrants and represents that it has full authority to fund the Project under the terms and conditions specified herein. The COUNTY and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its

possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CITY in conjunction with this Agreement; and the COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by CITY.

- 9.2 The COUNTY may cancel this Agreement for refusal by the CITY, or the CITY's subcontractor, to allow access by the County Administrator or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 9.3 The term "public records" and "records" shall be the same as such term has been defined in Chapter 119, Florida Statutes, including but not limited to any documents, books, data (electronic or hard copy), papers and financial records that result from the CITY or its subcontractors performance of the Services provided in this Agreement.
- 9.4 If the inspection or audit discloses that COUNTY funds paid to the CITY under this Agreement were used for a purpose not authorized by this Agreement, then the CITY must refund the funds improperly spent with interest calculated pursuant to Section 55.03, Florida Statutes, with interest running from the date the COUNTY paid the improperly spent funds to the CITY. This paragraph will survive the termination of this Agreement.
- 9.5 The COUNTY and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY and CONTRACTOR in conjunction with and in connection with this Agreement and related to Agreement performance. The COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. Failure of the CONTRACTOR to abide by the terms of this provision shall be deemed a material breach of this Agreement and the COUNTY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.
- 9.6 The CONTRACTOR is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the CONTRACTOR is required to:
 - (1) Keep and maintain public records that would be required by the COUNTY to perform the service.
 - (2) Upon receipt from the COUNTY's custodian of records, provide the COUNTY with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.
- (4) Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records that would be required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of records, in a format that is compatible with the information technology systems of the COUNTY.
- (5) A request to inspect or copy public records relating to a COUNTY Agreement must be made directly to the COUNTY, but if the COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within a reasonable time.

If the CONTRACTOR does not comply with the COUNTY's request for records, the COUNTY shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the COUNTY's option and right to unilaterally cancel this Agreement upon violation of this provision by the CONTRACTOR. A CONTRACTOR who fails to provide the public records to the COUNTY or pursuant to a valid public records request within a reasonable time may be subject to penalties under Chapter 119, Florida Statutes.

The CONTRACTOR shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONTRACTOR'S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470
BRADLEY-BRIAN@MONROECOUNTY-FL.GOV,
MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.**

Section 10. Non-Assignability

- 10.1 This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

Section 11. No Third-Party Beneficiaries.

- 11.1 Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the CITY and the COUNTY agree that neither the CITY nor the COUNTY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. Non-Waiver of Immunity.

- 12.1 Notwithstanding the provisions of Section 768.28, Florida Statutes, the participation of the CITY and the COUNTY in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the CITY or COUNTY be required to contain any provision for waiver.

Section 13. Privileges and Immunities.

- 13.1 All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the COUNTY, when performing their respective functions under this Agreement within the territorial limits of the COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the COUNTY.

Section 14. Independent Contractor.

- 14.1 The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

Section 15. Severability.

- 15.1 If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The COUNTY and CITY agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Section 16. Survival of Provisions.

- 16.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

Section 17. Waiver.

- 17.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

Section 18. Funding.

- 18.1 The parties agree that the COUNTY's responsibility under this Agreement is to provide funding only.

Section 19. Authority.

- 19.1 Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

Section 20. Section Headings.

- 20.1 Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

Section 21. Execution in Counterparts.

- 21.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart..

Section 22. Entire Agreement/Modification/Amendment.

- 22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as indicated below.

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

BY: _____
Mayor Craig Cates

(SEAL)

ATTEST: Kevin Madok, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
Deputy Clerk

Assistant County Attorney

**CITY OF KEY COLONY BEACH,
FLORIDA**

David Turner, City Administrator
Date: _____

(SEAL)

ATTEST: Silvia Gransee, City Clerk

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF CITY OF KEY COLONY
BEACH, FLORIDA ONLY:

BY: _____
Clerk

BY: _____

Printed Name: _____





PUBLIC NOTICE

EVALUATION COMMITTEE MEETING

City of Key Colony Beach City Hall Project

LOCATION: Key Colony Inn Banquet Room
700 W. Ocean Drive, Key Colony Beach, FL 33051

NOTICE IS GIVEN that on June 28, 2023, at 9:30 AM EST there will be a meeting of an Evaluation Committee for the City of Key Colony Beach, Florida regarding ITB -2023001-0-2023/DJT "CITY OF KEY COLONY BEACH CITY HALL PROJECT".

The purpose of this public meeting is for the Committee to evaluate and rank all responsive bids received for this project. The public is welcome to attend. Discussion will be limited to members of the Evaluation Committee and staff.

City of Key Colony Beach



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 6, 2023

Subject: 97th Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Hilton Orlando Bonnet Creek in Orlando, Florida, from August 10-12, 2023. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 12**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Attachments: Form Designating Voting Delegate



97th Annual Conference
Florida League of Cities, Inc.
August 10-12, 2023
Orlando, Florida

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2023.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

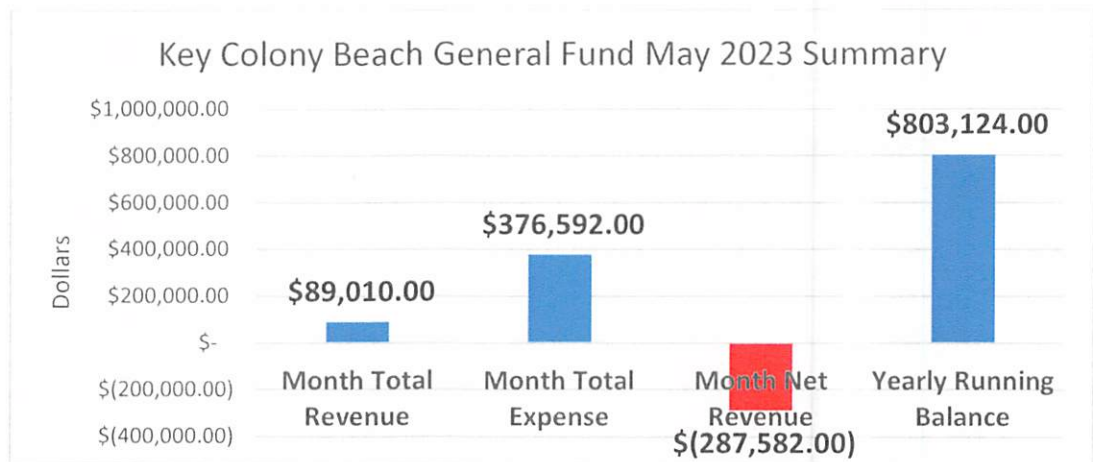
Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

City of Key Colony Beach

Treasurer's Report – June 15, 2023

✓ May 2023 financial summary – General Fund

- 8th month of 2023 fiscal year budget
 - Ad Valorem Tax income at 97% of the annual budget for the end of May.
 - Total income year-to-date is lower than budget projection by 6%
 - Total expenses year-to-date are lower than budget projection by 13%, thus year-to-date overall status to the budget of net income is in good shape with expenses tracking lower than income.
 - General cash accounts are lower this month, \$3,006,333.00 due to higher-than-average expenses this month.
 - Restricted cash accounts are in excellent condition, at \$3,297,703.00.
 - Infrastructure at \$2,215,737.00
- Expenses exceeded income for this month, which is typical for this time of the budget year, per the plot below.
- At this time, projecting to the end of the year budget cycle, we should have positive fund balance to rollover to next budget year, this analysis is using last year's values for income and expenses for the remaining months for this budget year.
- Line items to highlight for this month:
 - Income side:
 - \$10,000 contribution for Sunset Park
 - Infrastructure tax \$45,204, year-to-date exceeding budget expectations
 - Building permits \$49,696, year-to-date close to budget expectations for income
 - Expense side:
 - Ambulance and Rescue Services quarterly payment this month of \$137,500.00 as planned in the budget.
 - \$55,331 legal expenses, March 2023 billing and past billing from 2021 and 2022.



- Overall long-term debt updated summary:
 - General fund – Horizon Bank Loan balance \$1,145,000.
 - Wastewater – Florida State Loan \$3,996,623.10
 - Overall total: \$5,141, 623.10.

Wastewater:

- Total Income slightly below budgeted plan for 8th month, 1.7 % below targeted year-to-date budgeted amount.
- Expenses above budgeted amount by 4.0 %
 - Electricity above year-to-date budgeted amount by 35%
 - Plant Maintenance and Repairs above year-to-date budgeted amount by 38%
 - Capital expense of \$167,476.37 not included yet for static screen balance and stainless-steel upgrade.
 - Supplies & Chemicals above year-to-date budgeted amount by 25%
- Predicted expectations for the end of fiscal year to be negative at this time with need to use existing funds for payment of expenses.

Stormwater:

- Income at 94% of yearly budgeted amount, with 8th month of fiscal year, due to fee collection schedule
- Checking/Savings at \$395,093.51, thus will need to be cautious with cash flow for next stormwater project initial funding.

Financial summary – Jen Johnson and Pat Hyland, Summary report compiled by Tom Harding

CITY OF KEY COLONY BEACH

Warrant Number	0523	
Items paid from	May 1, 2023	
to	May 31, 2023	
General Fund Checking Account - 6871	\$366,818.69	
Escrow Account - 5537	-	
Payroll Account - 2942	\$80,692.42	
Infrastructure Account - 8644	-	
Road Reserve Account - 8677	-	
Impact Fees Account - 8669	\$1,300.00	
First State Bank - 3703	-	
Sewer Money Mkt - 0301	-	
Stormwater Account - 0128	\$20,450.00	
Sewer Account - 6006	<u>\$99,074.35</u>	
TOTAL DISBURSEMENTS		<u><u>\$568,335.46</u></u>



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

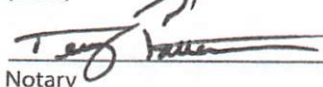
STATE OF FLORIDA COUNTY OF MONROE

Before the undersigned authority personally appeared JASON KOLER who on oath, says that he is PUBLISHER of the WEEKLY NEWSPAPERS, a weekly newspaper published in Marathon, in Monroe County, Florida: that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

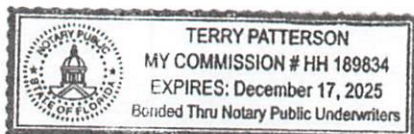
June 1, 2023

Affiant further says that the said WEEKLY NEWSPAPERS is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before
me this day of June 1, 2023
(SEAL)



Notary



CITY OF KEY COLONY BEACH NOTICE OF CODE AMENDMENT HEARING

SECOND/FINAL READING OF
ORDINANCE NO. 2023-484
NOTICE IS HEREBY GIVEN that
the City Commission of the City
of Key Colony Beach, Florida,
will hold the following Public
Hearing to hear amendments to
the City's Code of Ordinances.
Thursday, June 15th, 2023, 9:35
am OR at the conclusion of the
Public Hearing

Location: 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.

The proposed Ordinance to be
heard by the City Commission
is [ORDINANCE NO. 2023-484],
entitled: "AN ORDINANCE OF THE
CITY OF KEY COLONY BEACH,
FLORIDA; AMENDING CHAPTER
5 OF THE CODE OF ORDINANCES
RELATED TO "BOATS, BOAT
TRAILERS, MARINE FACILITIES
AND WATERWAYS", ARTICLE III,
"MARINE CONSTRUCTION AND
IMPROVEMENTS, DOCKING
OF BOATS", DIVISION 3
"DOCKS, PIERS, AND MOORING
EQUIPMENT", SECTION 5-43,
ENTITLED "ELEVATOR LIFTS"
TO INCREASE THE MAXIMUM
LIFTING CAPACITY FOR ELEVATOR
BOAT LIFTS WITHIN THE CITY;
PROVIDING FOR CODIFICATION;
REPEALING ANY INCONSISTENT
PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE."

Interested parties may appear
at the meeting and be heard
with respect to the proposed
ordinance. Copies of the
proposed Ordinance are
available for inspection at the

City Hall of Key Colony Beach.
If any person decides to
appeal any decision made
by the Key Colony Beach City
Commission with respect to
any matter considered at the
Code Amendment Hearing,
that person will need a record
of the proceeding and for such
purpose may need to ensure
that a verbatim record of the
proceedings is made, which
record includes the testimony
and evidence upon which the
appeal is to be based.
If you are unable to attend the
Public Hearing on Thursday, June
15, 2023, but wish to comment,
please direct correspondence to:
City of Key Colony Beach,
City Clerk, P.O. Box 510141, Key
Colony Beach, FL 33051, and
your comments will be entered
into the record.

Publish:
June 1, 2023
The Weekly Newspapers

ORDINANCE 2023-484

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES RELATED TO “BOATS, BOAT TRAILERS, MARINE FACILITIES AND WATERWAYS”, ARTICLE III, “MARINE CONSTRUCTION AND IMPROVEMENTS, DOCKING OF BOATS”, DIVISION 3 “DOCKS, PIERS, AND MOORING EQUIPMENT”, SECTION 5-43, ENTITLED “ELEVATOR LIFTS” TO INCREASE THE MAXIMUM LIFTING CAPACITY FOR ELEVATOR BOAT LIFTS WITHIN THE CITY; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the maintenance of good relations among neighbors, the City of Key Colony Beach, Florida (the “City”) requires review and approval by the City Commission of certain boat lift installations within the City, and

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) desires to amend Section 5-43 of the Code of Ordinances, which sets criteria for which boat lift installations require City Commission approval; and

WHEREAS, the City Commission finds it in the best interest of the City to modify its Code of Ordinances to increase the maximum boat lift capacity; and

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

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, that:

Section 1. **Recitals.** That the above declarations are true and correct and incorporated herein; and

Section 2. **Amendment.** Section 5-43 of the Code of Ordinances for the City of Key Colony Beach, Florida is amended as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

Sec. 5-43. – Elevator lifts.

Elevator lifts may be installed and used in and adjacent to canals or waterways of the city subject to the following conditions:

- (1) Maximum lifting capacity published by the manufacturer is ~~sixteen~~ **thirty-one** thousand (16,000 **31,000**) pounds. Lifts with capacities greater than ~~sixteen~~ **thirty-one** thousand (16,000 **31,000**) pounds require approval of the city commission. ~~For single family residences only, permit applications for lifts with capacities greater than sixteen thousand (16,000) pounds but no greater than twenty thousand (20,000) pounds, shall not require approval of the city commission if written consent of both adjacent property owners is provided with the permit application.~~

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 final adoption by the City Commission.

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

FIRST READING by the City of Key Colony Beach City Commission this 18th day of May 2023.

Mayor Patricia Trefry	NO _____ YES <u> X </u>
Vice-Mayor Beth Ramsay-Vickrey	NO _____ YES <u> X </u>
Commissioner Freddie Foster	NO _____ YES <u> X </u>
Commissioner Tom Harding	NO _____ YES <u> X </u>
Commissioner Joey Raspe	NO _____ YES <u> X </u>

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 15th day of June 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 15th day of June 2023.

Patricia Trefry, Mayor

Attest: Silvia Gransee, City Clerk
(Seal)

Approved as to form and legal sufficiency:

Dirk M. Smits, City Attorney

05-18-2023 1st Reading

06-01-2023 Date of Notice, Florida Keys Weekly

06-15-2023 Second Reading

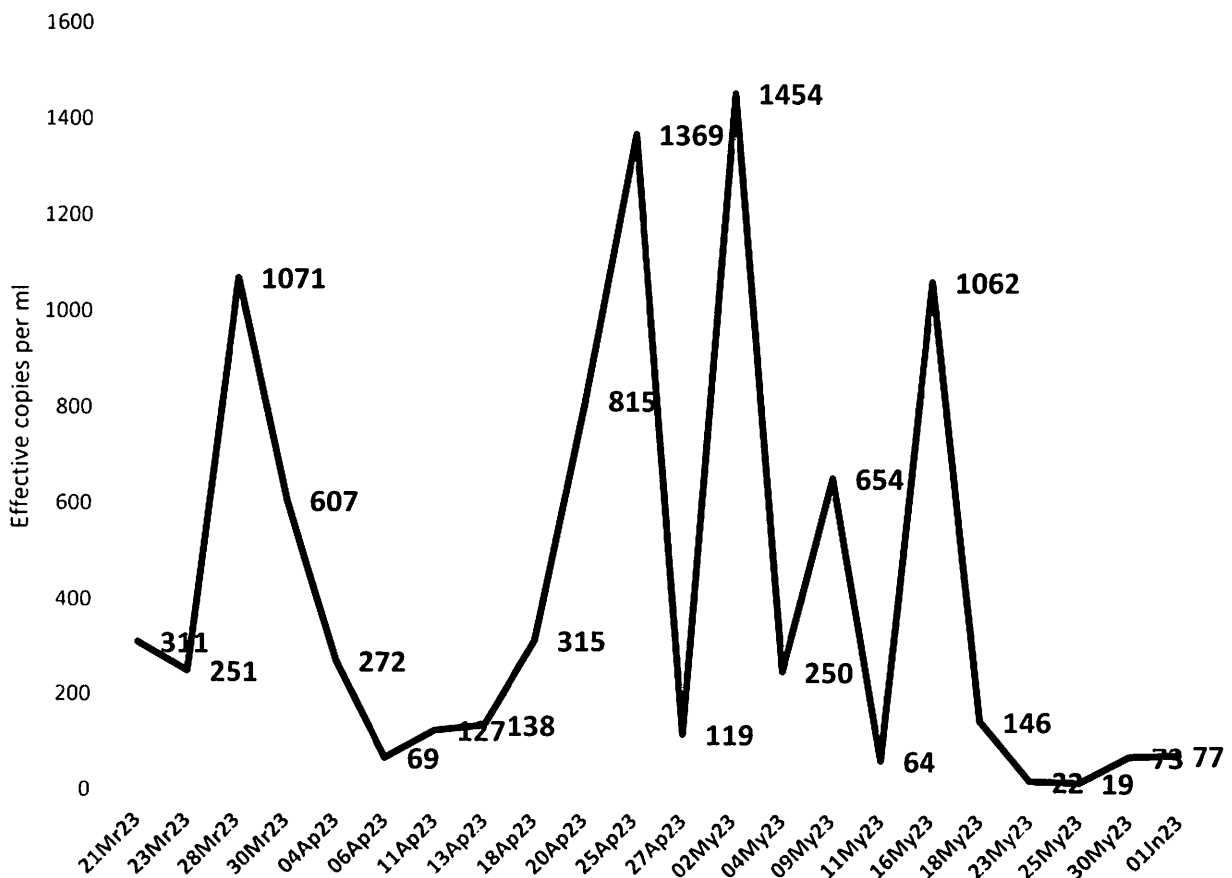
City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – June 15, 2023

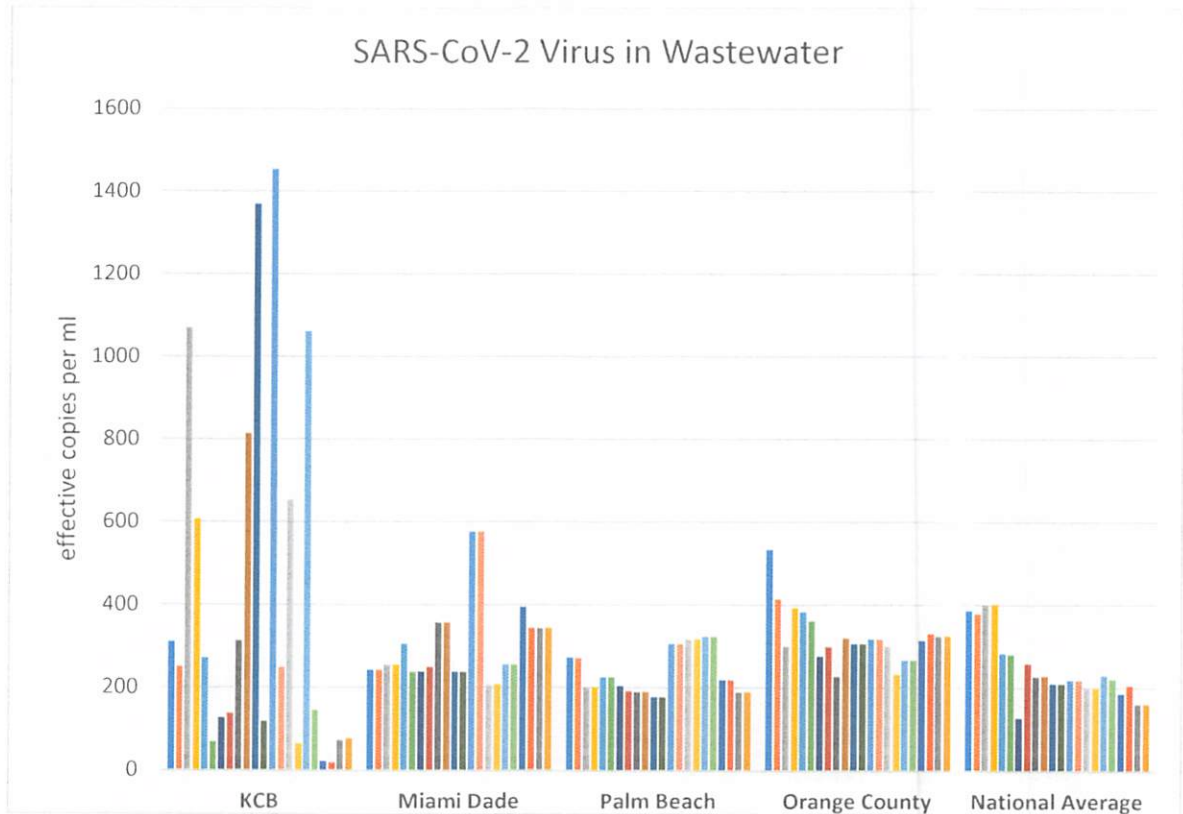
✓ SARS-CoV-2 Virus In Wastewater – Covid -19

- Total samples collected and analyzed to date - 22.
 - Actual costs to-date for KCB - \$945.56 (March and April billing from US Water for sample collection). Reminder CDC is funding the sample analysis which is the major cost of monitoring.
 - Expected May billing of \$795.70 from US Water. Thus, total to date \$1,741.26 with expected May billing.
- For awareness, CDC tracking has changed to Broward, Miami-Dade, and Monroe County are summarized together for the CDC Tracking website related to hospitalizations cases, with 218 cases reported.
- Plot of Key Colony Beach results to-date for wastewater sampling:

Key Colony Beach Effective SARS-CoV-2 Virus Concentration



Plot of comparing other Florida Counties and the National Average to KCB for wastewater:



- ✓ Mpox virus (Monkeypox) virus in Wastewater samples
 - Samples to-date have shown no detection of the Mpox virus in Key Colony Beach
 - Florida has 19 sample locations for collecting data.
 - Updated dashboard results showing very low levels throughout the United States
 - Recent data from late May in the Chicago area with 24 cases reported.