

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

*Thursday, January 18th, 2024 – 9:35 am **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 at the end of this Agenda](#)*

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

2. Agenda Additions, Changes & Deletions

3. Special Request:

- a. Recognition of the Promotion of Corporal Buxton to Sergeant – **Pgs. 1-2***
- b. Special Request by the Key Colony Beach Pickleball Club to hold a concert at Sunset Park on February 10th, 2024 - **Pg. 3***

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. December 13, 2023 – City Commission Special Meeting – **Pg. 4***
- b. December 14, 2023 - City Commission Organizational Meeting – **Pgs. 5-9***
- c. December 14, 2023 – City Commission Regular Meeting & Public Hearing Minutes- **Pgs. 10-21***
- d. December 20, 2023 - City Commission Special Meeting – **Pgs. 22-23***

6. Committee and Department Reports

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card – **Pgs. 24-26***
- b. Police Department – Chief DiGiovanni- **Pgs. 27-45***
- c. Building Department – Building Official Leggett – **Pgs. 46-47***
- d. Public Works – Public Works Department Head Guarino -**Pgs. 48-49***
- e. City Clerk – City Clerk Gransee – **Pgs. 50-55***
- f. Code Enforcement Officer – Code Officer Goldman – **Pg. 56***
- g. Beautification Committee – Sandy Bachman*
- h. Planning & Zoning Board – George Lancaster*
- i. Recreation Committee – Barbara Tatarchuk*
- j. Utility Board - Bill Fahs*

7. ***City Administrator Items for Discussions & Approvals (This agenda item will be presented by acting City Administrator Mayor Raspe):***
 - a. *Discussion/Approval of pay increase for Public Works Department Head Mike Guarino*
 - b. *Discussion/Approval of former City Administrator Turner payout and severance pay in the amount of \$30,172.45 – Pg. 57*
 - c. *Discussion/Approval of backpay for Sergeant Buxton in the amount of \$5,060.75*
 - d. *Discussion/Approval of a proposal by RMPK funding to administer grant administration services for Stormwater Projects LPA0448 and LPA0311 in the amount of \$4,500.00. – Pgs. 58-59*
8. ***City Commissioner Items for Discussion/Approval***
 - a. *Discussion/Approval of recommendation of appointment by the Utility Board:*
 - i. *Gil Gilbertson – full-time member – Pgs. 60-63*
 - ii. *Joe Turgeon – alternate member – Pgs. 64-67*
 - b. *Discussion/Approval of recommendation of appointment by the Planning & Zoning Board:*
 - i. *Doug Colonell – full-time member – Pgs. 68-71*
 - c. *Discussion/Approval of recommendation of appointment by the Beautification Committee:*
 - i. *Mary Kohl – alternate member – Pgs. 73-76*
 - d. *Discussion/Approval on putting the search for a new City Administrator on hold*
 - e. *Review of Townhall Meeting*
 - f. *Continuance of Brightview Landscape contract*
 - g. *Review of City Commission approval for all staff travel and education expenditures*
 - h. *Discussion/Approval of Commissioner Attendance of the Florida Legislative Action Days*
 - i. *Discussion/Approval of a renewal agreement for legal services with the Firm of Vernis & Bowling of the Florida Keys, P.A., for a period of one year beginning January 18, 2024, to January 18, 2025.*
 - i. *Red-line version of the Contract – Pgs. 77-80*
 - ii. *Clean version of the Contract – Pgs. 81-84*
 - j. *Discussion/Approval of Interlocal Agreement between the City of Key Colony Beach and Monroe County, Florida, for Municipalities Roadway Vulnerability Analysis- Pgs. 85-117*
 - k. *Discussion/Approval for an after-the-fact emergency expenditure for the Wastewater Treatment Plant in the amount of \$14,385.48 – Pgs. 118-121*
 - l. *Discussion/Approval on proposed changes to procedures for City Commission Meetings*
 - i. *Allow citizen comment at the beginning and end of the meeting – will require ordinance change*
 - ii. *Have the Mayor allow comments of more than three minutes without Commission approval – will require ordinance change*
 - n. *Discussion/Approval to reopen Marble Hall for immediate use*
 - o. *Discussion/Approval to obtain bids for:*
 - i. *Bids to repair Marble Hall and Administration area floor*
 - ii. *Bids to put Construction of the New City Hall Building out for rebid.*
9. ***Secretary-Treasurer's Report***
 - a. *December 2023 Financial Summary – Pgs. 122-124*
 - b. *Approval of Warrant 1223 in the amount of \$611,454.51 – Pg. 125*

10. City Attorney's Report

- a. Update on Swanson Settlement – Pgs. 126-127**
- b. Discussion on participation in a lawsuit against Form 6 Financial Disclosure requirements – will require a separate approval of Resolution 2024-03 under Item 11c.**
- c. Discussion on the amendment of Rules of Procedure for Volunteer Advisory Boards and Committees; providing for an effective date – will require a separate approval of Resolution 2024-02 under Item 11b.**

11. Ordinances & Resolutions

- a. Resolution 2024-01: A Resolution of the City Commission of the City of Key Colony Beach, Florida, authorizing and approving designated email addresses for the City of Key Colony Beach Commissioners; providing for an effective date. – Pgs. 128-129**
- b. Resolution 2024-02: A Resolution by the City of Key Colony Beach, Florida, amending the Rules of Procedure for Volunteer Advisory Boards and Committees, providing for an effective date. – Pgs. 130-133**
- c. Resolution 2024-03: A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Authorizing Participation In A Lawsuit Seeking A Declaration That The Provisions Of Section 112.144(1)(D), Florida Statutes, That Require Municipal Elected Officials To File Form 6 Financial Disclosure Forms Is Unconstitutional And Invalid, And Providing For An Effective Date. – Pgs. 134-135**

12. Commissioner's Reports & Comments

- a. Commissioner Harding**
 - i. Wastewater Sampling Update **addendum tba****
 - ii. State of Florida Department of Environmental Protection Grant 22FRP63- Pgs. 136-137**
- b. Commissioner Ramsay-Vickrey**
 - i. Initiate Search for New City Administrator.**
 - ii. Put Construction of the New City Hall Building out for rebid**
- c. Commissioner DiFransico**
- d. Vice-Mayor Foster**
- e. Mayor Raspe**

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 33051.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83402907512?pwd=SUc0UXRtSXpOa0lUZVdUSytXQzV6Zz09>
Passcode: 847490

Or One tap mobile:

*+13052241968,,83402907512#,,, *847490# US*

*+16469313860,,83402907512#,,, *847490# US*

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 305 224 1968 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 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 or +1 669 900 6833 or +1 689 278 1000

Webinar ID: 834 0290 7512

Passcode: 847490

International numbers available: <https://us02web.zoom.us/j/83402907512?pwd=SUc0UXRtSXpOa0lUZVdUSytXQzV6Zz09>

Key Colony Beach Police Department

Chief Kris I. DiGiovanni

P.O. Box 510141, 600 West Ocean Drive, Key Colony Beach, Florida 33051. Phone 305-289-1212

Ref: Sergeant Promotion

Date: December 19, 2023

Promoted: December 14, 2023

Sgt. Jamie Buxton,

Congratulations on your recent promotion to sergeant.

As the years have gone by, you have adjusted, refocused and at times, had to place your goals on a temporary hold, however, you stayed determined to complete the tasks that you started. Your determination has not gone unnoticed and is an inspiration to others.

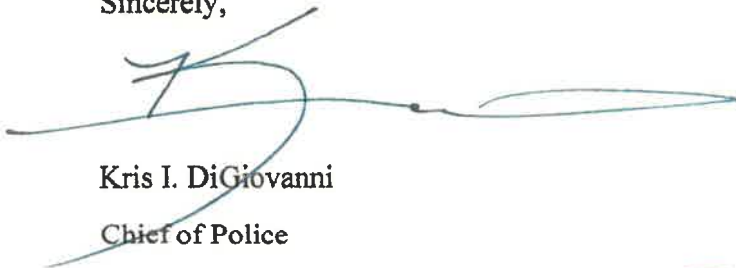
You have worked hard to earn this title.

As we navigate the future as a police department, I am certain that you will keep fighting for the best that this department can give you on your journey throughout your law enforcement career.

Keep up the good work and be proud knowing that your promotion is well deserved!

(Attached are the goals you set out for yourself over 4 ½ years ago and they have all been successfully completed, congratulations!)

Sincerely,



Kris I. DiGiovanni
Chief of Police



Officer Jamie Buxton

GOAL 1

"ATTEND INSTRUCTOR AND LINE SUPERVISION COURSES"

RECOMMENDED ACTION

Officer Buxton will advise the Chief when the classes are offered and if it is beneficial to the Department at the time of the request, the chief will assess when Officer Buxton is ready to attend the above mentioned classes.

HOW WILL SUCCESS BE MEASURED

Officer Buxton will successfully complete and pass the above classes and be a positive role model and instructor for the Department while working on her goal of being a supervisor.

GOAL 2

"BECOME A PART OF KCB'S TRAINING PROGRAM"

RECOMMENDED ACTION

Officer Buxton will need to sign up to the General Instructors Course based on the needs of the Department, determined by the Chief.

HOW WILL SUCCESS BE MEASURED

Officer Buxton successfully completes and passes the General Instructors Course. Officer Buxton then develops and implements training courses for the Department

GOAL 3

"WORK TOWARDS OBTAINING A PROMOTION"

RECOMMENDED ACTION

Officer Buxton successfully completes her 1 year probation, continues to achieve high marks and comments on her evaluations for at least 6 months and attends a line supervision course. Promotional consideration will then be at the discretion of the Chief and Administrator.

HOW WILL SUCCESS BE MEASURED

Upon completing the above mentioned task, success will be measured by a promotion.

Silvia Gransee

From: Mary Conditt <maryconditt@aol.com>
Sent: Monday, January 8, 2024 12:54 PM
To: Silvia Gransee
Subject: [External] Donor Fundraiser Party 2/10 @ Sunset Park request

In efforts to raise money for the pickleball/tennis expansion the Key Colony Beach Pickleball Club would like to hold a concert for our donors from 3 pm to 6 pm at Sunset Park, generously donated by the Rick and Dayna Band. We'd set up chairs for comfort and would like to provide a food truck for guests as well as allow them to bring their own beverages. Parking would follow the same protocol used by concert in the park, our expected attendance is roughly 75. Thank you for the consideration of approving our event, together we will continue to improve our beautiful community.

Mary Conditt

MINUTES
KEY COLONY BEACH CITY COMMISSION
SPECIAL MEETING

Wednesday, December 13, 2023 – 8:30 am
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 Special Meeting by the City Commission of Key Colony Beach was called to order by Mayor Pro-Tem Ramsay-Vickrey at 8:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. Present: Mayor Pro-Tem Ramsay-Vickrey, Commissioner Harding, Commissioner Foster, Commissioner Raspe, Commissioner DiFransico. Also present: Assistant City Attorney Michele Kane, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.*

2. Announcement of a Closed Attorney/Client Session pertaining to ‘Laurie Swanson vs. Key Colony Beach’ Case No. 23-CA-000205-M; per FS 286.011 (8) set for Thursday, December 14th, during the City Commission Regular Meeting & Public Hearing - towards the end of the meeting. The Regular Meeting starts at 9:35 am OR at the end of the Organizational Meeting.

Assistant City Attorney Kane announced the calling for a closed session meeting for Thursday, December 14th, 2023, at approximately 11:00 am or soon thereafter, to discuss litigations between Laurie Swanson and the City of Key Colony Beach. Assistant City Attorney Kane informed for the session to last approximately 20 minutes and informed on the expected attendees to include the City Commissioners, City Attorney Smits and Assistant City Attorney Benninger, as well as the meeting being recorded by a certified court report.

There was no other business.

3. Adjournment: *The meeting adjourned at 8:33 am.*

*Respectfully submitted,
Silvia Gransee
City Clerk*

MINUTES
KEY COLONY BEACH CITY COMMISSION
ORGANIZATIONAL MEETING

Thursday, December 14, 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: The 2023 Organizational Meeting of the City of Key Colony Beach was called to order by City Attorney Smits as the acting Parliamentarian at 9:30 am followed by the Pledge of Allegiance and Prayer. **Present:** Commissioner Beth Ramsay-Vickrey, Commissioner Harding, Commissioner DiFransico, Commissioner Raspe, Commissioner Foster. **Also present:** City Attorney Dirk Smits, Police Chief Kris DiGiovanni, Building Official Lenny Leggett, Public Works Department Head Mike Guarino, Code Enforcement Officer Barry Goldman, Corporal Jamie Buxton, Building Assistant Karl Bursa, Marathon Fire Assistant Fire Marshal Mike Card, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee. **Absent:** City Administrator Dave Turner.

Public Attendance: approximately 100

2. Call for Nominations for Office of Mayor and Election to That Office: City Attorney Smits called for nominations for the Office of Mayor. Commissioner Foster nominated Commissioner Raspe. City Attorney Smits asked for any other nominations. Commissioner Harding nominated Commissioner Ramsay-Vickrey. There were no other nominations. City Attorney Smits called for roll in favor of current Mayor Pro-Tem Ramsay-Vickrey.

NOMINATION: Current Mayor Pro-Tem Ramsay-Vickrey for the Office of Mayor.

ROLLCALL: Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – No. Commissioner Raspe – No. Commissioner Foster – No.

ON THE NOMINATION: Motion failed.

City Attorney Smits called for roll for Commissioner Raspe for the Office of Mayor.

NOMINATION: Commissioner Raspe for the Office of Mayor.

ROLLCALL: Commissioner Harding – No. Commissioner DiFransico – Yes. Commissioner Raspe – Yes. Commissioner Foster – Yes. Commissioner Ramsay-Vickrey – No.

ON THE NOMINATION: Motion passed. Commissioner Raspe was elected Mayor.

3. Call for Nominations for Office of Vice-Mayor and Election to That Office: City Attorney Smits turned the meeting over to newly elected Mayor Raspe.

Mayor Raspe called for the nomination of Vice-Mayor and explained the election process.

NOMINATION: Mayor Raspe nominated Commissioner Foster for the Office of Vice-Mayor.

NOMINATION: Commissioner Ramsay-Vickrey nominated Commissioner Harding for the Office of Vice-Mayor.

There were no other nominations and Mayor Raspe asked for rollcall.

ROLLCALL: City Clerk Gransee called for roll in support of Commissioner Foster. Commissioner DiFransico – Yes. Mayor Raspe – Yes. Commissioner Foster – Yes. Commissioner Ramsay-Vickrey – No. Commissioner Harding – No.

ON THE NOMINATION: Motion passed. Commissioner Foster was elected Vice-Mayor.

4. Call for Nominations for Office of Secretary-Treasurer and Election to That Office: Mayor Raspe explained the procedure for the election of Secretary-Treasurer and called for nominations.

NOMINATION: Commissioner DiFransico nominated Commissioner Harding. Mayor Raspe asked for a second. Vice-Mayor Foster seconded the nomination.

ROLLCALL: City Clerk Gransee called for roll. Commissioner Raspe – Yes. Commissioner Foster – Yes. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes.

ON THE NOMINATION: Unanimous approval. Commissioner Harding was reelected to the Office of Secretary-Treasurer.

5. Appointment by Motion to the Following Offices

- | | |
|-----------------------|---------------------------|
| 1. Chief of Police | 4. City Building Official |
| 2. City Attorney | 5. City Clerk |
| 3. City Administrator | |

Mayor Raspe explained the procedure of appointment to office and called for a motion to appoint Kris DiGiovanni to the Office of Chief of Police.

MOTION: Motion made by Vice-Mayor Foster. Mayor Raspe asked for a second. Commissioner DiFransico seconded the motion.

ROLLCALL: Vice-Mayor Foster – Yes. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed. Chief DiGiovanni was reappointed to the Office of Chief of Police.

Mayor Raspe asked for a motion for the appointment of Dirk Smits to the Office of City Attorney.

MOTION: Motion made by Commissioner Ramsay-Vickrey. Mayor Raspe asked for a second. Commissioner Harding seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Vice-Mayor Foster – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed. City Attorney Smits was reappointed to the Office of City Attorney.

Mayor Raspe asked for a motion for the appointment of Dave Turner to the Office of City Administrator.

MOTION: Motion made by Commissioner Ramsay-Vickrey. Mayor Raspe asked for a second. Commissioner Harding seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Commissioner Harding – Yes. Commissioner DiFransico – No. Vice-Mayor Foster – No. Commissioner Ramsay-Vickrey – Yes. Mayor Raspe – No.

ON THE MOTION: Motion failed. City Administrator Dave Turner was not reappointed to the Office of City Administrator.

City Attorney Smits explained that the termination of City Administrator Turner's contract will be addressed at a later time.

Mayor Raspe asked for a motion for the appointment of Lenny Leggett to the Office of Building Official.

MOTION: Motion made Commissioner Ramsay-Vickrey. Mayor Raspe asked for a second. Vice-Mayor Foster seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Commissioner DiFransico – Yes. Vice-Mayor Foster. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed. Building Official Leggett was reappointed to the Office of Building Official.

Mayor Raspe asked for a motion for the appointment of Silvia Gransee to the Office of City Clerk.

MOTION: Motion made by Commissioner Ramsay-Vickrey. Mayor Raspe asked for a second. Vice-Mayor Foster seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Vice-Mayor Foster – Yes. Commissioner Ramsay-Vickrey – yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion massed. City Clerk Gransee was reappointed to the Office of City Clerk.

6. **Appointment by Motion to Volunteer Committees** - Beautification, Planning & Zoning, Recreation, Utility Board, Disaster Preparedness, CRS Committee: Mayor Raspe explained the appointment process and asked for a motion to appoint all board and committee nominees (see Attachment 'A').

MOTION: Motion made by Commissioner Ramsay-Vickrey. Mayor Raspe asked for second. Commissioner DiFransico seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Vice-Mayor Foster – Yes. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed. All nominees were appointed.

7. **Designation of Signers for Bank Accounts and City Investments**): Mayor Raspe explained the designated signers and asked for a motion.

MOTION: Motion made by Commissioner Ramsay-Vickrey Mayor to designate the Mayor, Vice-Mayor, City Secretary-Treasurer, or City Clerk to be designated signers, with one signature may be the City Clerk and one signature any other designated signer. Mayor Raspe asked for second. Vice-Mayor Foster seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Commissioner Ramsay-Vickrey – Yes. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Vice-Mayor Foster – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed.

8. **Designation of Signers for Safe Deposit Box**: Mayor Raspe explained the designated signers for the safe deposit box to include the Mayor, Vice-Mayor, City Treasurer, and City Clerk; and for one signature to be the City Clerk and one signature to be any other designated signer. Mayor

Raspe asked for a motion for the approval of signers for the safe deposit box.

MOTION: Motion made by Vice-Mayor Foster. Mayor Raspe asked for a second. Commissioner Ramsay-Vickrey seconded the motion.

ROLLCALL: Mayor Raspe asked for rollcall. Commissioner Harding -Yes. Commissioner DiFransico – Yes. Vice-Mayor Foster – Yes. Commissioner Harding – Yes. Commissioner Ramsay-Vickrey – Yes. Mayor Raspe – Yes.

ON THE MOTION: Motion passed for the approval of signers for the safe deposit box.

9. **Adjournment:** The meeting adjourned at 9:39 am.

Respectfully submitted,

Silvia Gransee

City Clerk

Attachment 'A'

LIST OF APPOINTMENTS TO THE FOLLOWING OFFICES & VOLUNTEER COMMITTEES

Item # 5. Appointment by Motion to the Following Offices (*May Be Done in One Motion*):

* = First time appointee. All others are being re-appointed.

- | | |
|---------------------------|-----------------|
| 1. Chief of Police | Kris DiGiovanni |
| 2. City Attorney | Dirk Smits |
| 3. City Building Official | Gerald Leggett |
| 4. City Clerk | Silvia Gransee |
| 5. City Administrator | Dave Turner |

Item # 6. Appointment by Motion to Volunteer Committees (*May Be Done in One Motion*):

* = First time appointee. All others are being re-appointed.

- | | |
|---|--|
| Beautification - 2-year Term | Dave McKeehan
Pam Geronemus*
Jo Corso*
Sandra Glassman* |
| Recreation - 2-year Term | Judy Burgett*
Richard Pflueger
Cynthia Catto* |
| Planning & Zoning - 2-year Term | George Lancaster
Bob Glassman*
Mike Yunker |
| Utility Board - 1-year Term | Anthony Fernandes
Bill Fahs
Edward Carey*
Donald Steamer* |
| Disaster Preparedness - 1-year Term | Dave Turner
Gerald Leggett
Mike Guarino
Kris DiGiovanni |
| CRS Resident Appointment
1-year Term | Kimmeron Lisle |

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, December 14, 2023 – 9:50 am

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 Regular Meeting & Public Hearing of the Key Colony Beach City Commission was called to order by Mayor Raspe at 9:50 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Beth Ramsay-Vickrey, Commissioner Tom DiFransico. **Also present:** City Attorney Dirk Smits, Police Chief Kris DiGiovanni, Building Official Lenny Leggett, Public Works Department Head Mike Guarino, Code Enforcement Officer Barry Goldman, Corporal Jamie Buxton, Building Assistant Karl Bursa, Marathon Assistant Fire Marshal Mike Card, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Public Attendance: approximately 100

2. Agenda Additions, Changes & Deletions: City Clerk Gransee asked for the change in the agenda lineup for Item 6 (i) to be moved to Item 3: Special Requests. Commissioner Harding asked for the addition of the addendum to the Wastewater and Treasurer's Report under Item 12 (a) and 9 (a).

City Clerk Gransee confirmed the requested agenda item change to be for the 'Request for the installation of signage for pickleball sponsors'.

Vice-Mayor Foster asked for the items under his Commissioner's Report to be changed from 'Introduction on Discussion' to 'Discussion & Approval'. Vice-Mayor Foster recommended for Mayor Raspe to make the same change to his items under his report. Mayor Raspe asked for items under D (iii) and (iv) to be votable as well as D (i) and for the remainder items to be tabled.

City Attorney Smits advised Mayor Raspe to make a finding of urgency for the requested agenda changes.

Mayor Raspe explained that the items originally were requested as action items but placed under Commissioner Comments.

City Attorney Smits provided the code requirements per the City's Code of Ordinances.

Mayor Raspe recognized Vice-Mayor Foster.

Vice-Mayor Foster stated for these items to require urgent attention and need to be addressed now.

City Attorney Smits reminded to vote on the agenda change.

MOTION: Motion made by Vice-Mayor Foster to change the agenda. Mayor Raspe asked for a second. Mayor Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Commissioner Ramsay-Vickrey – No. Commissioner Harding – No. Commissioner DiFransico – Yes. Vice-Mayor Foster – Yes. Mayor Raspe – Yes. The motion passed.

There were no other changes, additions, or deletions.

3. Special Request: Request from the Pickleball Club for the installation of signage for pickleball sponsor recognition (moved from 6 (i)): Mike Yunker spoke to the Commission on the request and asked the City Commission for the approval of the signage. Mike Yunker talked on the ongoing fundraising efforts and having raised over \$128K to date and for the Pickleball Club to be looking to attract corporate donors in addition to private donations. Mike Yunker explained that a recognition sign would show appreciation and support for

corporate sponsors. Mike Yunker asked approval for two signs and continued talking on the new club and asked for questions from the Commission.

Commissioner DiFransico spoke on the purpose of the signs and gave understanding on the importance of recognition of patrons and asked if advertisement for the corporate donors will be provided. Mike Yunker informed that only recognition will be given. Commissioner DiFransico expressed to be looking for a less commercial look for the signage. Mike Yunker continued talking about the club's intent to recognize sponsors and the benefits of the sport.

Vice-Mayor Foster talked on his previous concerns including visibility from the street and the display of phone numbers but gave support after additional review.

Mayor Raspe talked about his prior concerns but stated, that after meeting with Mike Yunker and having seen the courts, to give support for the signage. Mike Yunker confirmed the number of recognition on the signs and no need to come back to ask for additional signage at a later time.

Commissioner Harding commended Mike Yunker for his work.

Mayor Raspe recognized Vice-Mayor Foster.

MOTION: Motion made by Vice-Mayor Foster to approve. Mayor Raspe asked for a second. Commissioner Ramsay-Vickrey seconded the motion.

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mike Yunker thanked the Commission and informed of a new player orientation on December 19th with five open spots remaining.

4. Citizen Comments and Correspondence: Mayor Raspe asked City Clerk Gransee for citizen comments & correspondence.

City Clerk Gransee informed of the following citizen correspondence.

November 21, Judy Burgett expressed support for the opening of Marble Hall for Fishing Club meetings and the repair of the existing City Hall.

November 22, Gilbert & Vivian Gilbertson, 611 9th Street, voiced opposition to the implementation of city-wide fiber optics services.

December 2, John & Susan Bartkus wrote to the City Commission regarding repairs to the City Hall building, staff expenditures, and City Administrator Turner.

December 10, Jan & Roger Sables, Cay Condominium's, wrote to the Commission in support of the use of the City Hall building and expense of portable trailers for staff.

December 10, Constance Foster, 54 7th Street, wrote to the City Commission voicing frustration on the ongoing disagreement on the rebuilding of the City Hall building and the Commission's ability to change direction

December 11, Judi Virost, 80 7th Street, wrote to the City Commission in regard to the FEMA letter and City Administrator Turner's involvement, expenditures since Hurricane Irma and possible reimbursements, and how to go forward.

December 12, Chum & Carla Gette, 1058 W. Ocean Drive, wrote to the Commission expressing support for the firing of City Administrator Turner and not hiring a replacement.

Chum Gette, December 12, 1058 W. Ocean Drive, wrote in support of the disbanding of the Police Department and gave supporting reasons.

December 12, Tim Husel, 680 9th Street, wrote to the City Commission regarding the appointment of the City Attorney and City Administrator and their involvement in the FEMA letter from October 6th, 2022, support for Commissioner Raspe's discussion items on the agenda, and the possibility of all residents and property owners to vote on any referendum.

December 12, 2023, Michelle Smoot, 292 Sadowski Causeway, wrote to the City Commission requesting to cancel the current bid and research other options.

December 13, Sue & Jack Bartkus wrote to the City Commission in regard to City Hall, transparency and disclosure of documentation, City Administrator Turner and the letter of October 6th, 2022, the rebuilding of the City Hall building, involvement and knowledge of City Officials, budget cuts in staff and vehicles, the purpose of the Code Officer, the Smart City concept, a proposed ordinance to allow taxpayers to vote on large expenditures, eliminating the position of City Administrator and for taxpayers to elect a Mayor, and thanking the City Commission for all their work.

December 13, Sue Bartkus wrote as a follow-up asking on received grant monies from the State of Florida.

Mayor Raspe asked for citizen comments online and in person.

Tim Husel, 680 9th Street, spoke on his letter to the City Commission and asked for clarification on when the FEMA 2022 letter was made aware of and when it was received by the City Commission.

Laurie Swanson, 620 9th Street, spoke to the City Commission on the proposed settlement, handling of the petitions by City Clerk Gransee and City Attorney Smits, and consequent legal actions. Mrs. Swanson informed of no intent on signing the proposed settlement agreement, and for the lawsuit to be withdrawn after the Commission repeals the vote, for there would be no need for a referendum. Mrs. Swanson spoke on the newly elected Commission and to listen to the will of the people. Mrs. Swanson thanked all that signed the petitions and informed that all efforts came to fruition with the upcoming repeal of the vote to award the bid. Mrs. Swanson asked for continued active involvement from residents and for the newly organized Commission to be cooperative in the effort.

Ron Teke, 290 10th Street, spoke to the Commission on memories of flooding in his youth and his assessment of the building not being damaged significantly. Ron Teke continued reading a letter written by him to the Commission and gave thoughts on Commissioners, the former City Administrator, and City Attorney. Ron Teke further talked about FEMA not providing funding and the 2022 FEMA letter having been found after 12 months. In addition, Ron Teke called for the resignation of some of the Commissioners and staff.

Joe Schmidt, 430 4th Street, spoke to the Commission on being a long-term resident and congratulated Mayor Raspe, Vice-Mayor Foster, and Commissioner DiFransico on their election and gave further thought on what is needed to bring the old City Hall building back to live.

There were no further citizen comments.

5. Approval of Minutes

- a. November 16, 2023 - City Commission Regular Meeting & Public Hearing Minutes
- b. November 20, 2023 – City of Key Colony Beach 'Smart City' Townhall Meeting

Mayor Raspe asked for any changes or corrections to the minutes. There were none and Mayor Raspe accepted the minutes as written.

6. Committee and Department Reports

- a. **Marathon Fire/EMS:** Marathon Assistant Fire Marshal Card informed the Commission on having provided the wrong Fire Report and apologized for the mistake. Mike Card informed on EMS and Fire calls over the last month for the City of Key Colony Beach as well as the City of Marathon. Assistant Fire Marshal Card updated on the upcoming Christmas Parade and for Santa Clause planning a longer stay in Key Colony this year. Mike Card further informed on the Marathon Fire Christmas T-shirt and for the City of Key Colony Beach as the Sister City having been incorporated in the City of Marathon's emblem. Assistant Fire Marshal Card stated that T-Shirts will be provided to the Commission and all staff and confirmed for the Christmas Parade to start at 6:40 pm and to last for about 20 minutes.
Assistant Fire Marshal Card reported on the boat fire on 13th Street and gave his understanding that the cables could not support the weight of the boat and that foam was used to extinguish the fire.
- 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**
 - i. Discussion on Commission Attendance of the IEMO I Conference in Gainesville, January 19th-20:
No Commissioners expressed interest in attending the conference.
- f. Code Enforcement Officer – Code Officer Goldman
- g. Beautification Committee
- h. Planning & Zoning Board
- i. **Recreation Committee:** ~~Request for the installation of signage for pickleball sponsor recognition~~ **see under Item 3: Special Requests**
- j. Utility Board

7. City Administrator Items for Discussion/Approval: None.

8. City Commissioner Items for Discussion/Approval

- a. **Discussion/Approval of a renewal agreement for legal services with the Firm of Vernis & Bowling of the Florida Keys, P.A., for a period of one year beginning January 1, 2024, to January 1, 2025:**

Mayor Raspe introduced the discussion item and asked for Commissioner comments.

Vice-Mayor Foster stated disappointment with legal costs and concerns on the expenditure of monies and looking for a change.

City Attorney Smits clarified that conversations with Commissioners are free of charge.

Mayor Raspe agreed for the legal budget to be out of control and that it was clarified that hourly rates will not apply for travel. Mayor Raspe gave agreement on a spending cap and for services above to be a-la-carte and approved by the Commission as a whole. Mayor Raspe further stated for staff to stop incurring legal expenses and for the termination of the contract to be changed from 60 days to 30 days. Mayor Raspe suggested to table the matter until the next meeting to clarify contract details.

Commissioner DiFransico informed for the contract to have language on control on City Attorneys attendance at meetings and to have found a scrivener's error in the contract on fees.

Vice-Mayor Foster stated the need for a monthly budget compared to a yearly budget.

Commissioner Ramsay-Vickrey stated support for a termination clause of 60 days to give time to find a new attorney if necessary.

Mayor Raspe asked for a motion to extend the current contract. Vice-Mayor Foster asked for clarification for the extension to be for 30 days. City Attorney Smits agreed to the extension and informed that all requested changes were incorporated in the current proposed contract. City Attorney Smits further stated the termination clause can be as short as the Commission likes and the ability to terminate the contract as well.

MOTION: Motion made by Vice-Mayor Foster to table the matter until the January 18th meeting. Mayor Raspe asked for a second. Mayor Raspe seconded the motion.

FURTHER DISCUSSION: Commissioner Harding asked for direction to City Attorney Smits to provide requested changes from Commissioners prior to the January 18th meeting.

ON THE MOTION: Rollcall vote. Unanimous approval.

~~**b. Discussion/Approval of the installation of signage for pickleball sponsor recognition**~~ **see under Item 3: Special Requests**

9. Secretary-Treasurer's Report

a. November 2023 Financial Summary: Commissioner Harding gave the November 2023 Financial Report in his position as Secretary-Treasurer. Commissioner Harding reported on revenues and expenses including higher expenses for medical coverage and legal expenses. Commissioner Harding reported on legal costs for lawsuits, the building department, code enforcement, and general business. Commissioner Harding gave no concerns about cashflow accounts and reported a positive revenue for the month and year. Commissioner Harding further reported on Wastewater and Stormwater accounts and explained the approval of warrants for the Utility Board prior to their meeting next week.

Commissioner Harding explained the purpose of a warrant including it being a requirement by Florida Statutes and being an official instrument of payment. Commissioner Harding explained the warrant to be prepared by financial consultant Jen Johnson and explained what line items are included in the regular warrant.

Commissioner Harding continued explaining the warrant approval process for the Utility Board and consequent approval by the City Commission. Commissioner Harding clarified the loan payment for Sunset Park to come out of the Infrastructure fund.

Commissioner Harding updated on the grant process for the FEMA Dry Floodproofing and informed that the contract was completed and executed.

Commissioner Harding continued updating on the submittal of the FDOT application and informed on the next steps of review in January. Commissioner Harding informed for having received formal feedback from a site visit from FEMA which included suggestions of paving of the whole parking lot on 7th Street, a formal environmental engineering report, and additional beach access for wheelchairs. Commissioner Harding informed that the official review by FDOT will take place in January. The Commission had no questions on the report.

Commissioner Harding informed of no further updates on City Hall financing.

Commissioner Harding informed on grant classification by FEMA and terms of critical, essential, and non-essential classifications. Commissioner Harding explained for the Police to fall under critical classification, the Post Office and employee offices to be essential, and Marble Hall to be considered non-essential. Commissioner Harding explained for this to be standard verbiage.

b. Approval of Warrant 1123 in the amount of \$359,121.29: Commissioner Harding asked for the consideration of approval of Warrant 1123 in the amount of \$359,121.29.

MOTION: Motion made by Vice-Mayor Foster to approve the warrant. Mayor Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

10. City Attorney's Report: City Attorney Smits informed that the Court Reporter for the Closed Session was pushed back to a 12:00 pm to 12:30 pm start time. City Attorney Smits informed that all Commissioners had been talked to prior to the meeting and that the contact information for the Union Attorney was provided. City Attorney Smits informed that he will disclose the timing on the FEMA Report and that the memorandum on the Building Official's Opinion not to be an Attorney-Client document and available for anyone to see. City Attorney Smits explained that he prepared a standard release for the potential resolve of the lawsuit to provide closure and no response was received.

Mayor Raspe clarified the status of the City Administrator and informed that City Administrator Turner's contract will be paid out and for the Administrator to be no longer working for the City effective immediately. City Attorney Smits informed to provide the payout information to Mayor Raspe and for Mayor Raspe to act as the interim City Administrator.

11. Ordinances & Resolutions

a. Resolution 2023-18: A Resolution of the City Commission of the City of Key Colony Beach, Florida, authorizing and approving designated email addresses for the City of Key Colony Beach Commissioners; providing for an effective date.

Mayor Raspe provided the reading of the proposed Resolution.

Commissioner DiFransico spoke on other municipalities protocol on city officials email and stated his belief that last names can be used to make the email addresses more personal.

Commissioner Ramsay-Vickrey suggested that the aliases can be used but forwarded to the official email address. Commissioner Ramsay-Vickrey further spoke on the importance of continuity for future purposes.

Commissioner Harding spoke on the current FEMA Dry Floodproofing project having started three years ago and expected to last another three years. Commissioner Harding explained that his Gmail account would not be accessible and the importance of retaining records for the City. Commissioner Harding further talked on FEMA requirements for city issued email addresses for grant applications.

Vice-Mayor Foster stated no support for the current Resolution and to provide City Clerk Gransee with any information if necessary.

City Attorney Smits confirmed the ability to rewrite the resolution to the Commission's preference and asked for direction from the City Commission on how to proceed.

Mayor Raspe stated to prefer a more personable address but gave understanding for the capturing of information for the future.

Commissioner DiFransico agreed with the need for city issued email addresses.

Commissioner Ramsay-Vickrey asked Commissioner DiFransico on agreement with the use of aliases in correlation with the suggested email addresses in the resolution.

Commissioner DiFransico expressed support if a personalized email address can be used that can be rolled over.

Vice-Mayor Foster asked for clarification on access and transition and stated agreement if City Clerk Gransee has access only.

City Attorney Smits informed for the need for more information on technical questions and to draft two resolutions for consideration by the Commission at the January meeting.

Commissioner Ramsay-Vickrey stated that information is not available from personal Gmail accounts and would be lost in case of a misfortune.

Mayor Raspe stated to be comfortable if only City Clerk Gransee had access to the city issued email accounts.

City Attorney Smits confirmed to bring back two resolutions at the next meeting for consideration.

b. Resolution 2023-19: A Resolution of the City Commission of the City of Key Colony Beach, Florida, adopting a policy for naming/renaming City property within the City of Key Colony Beach as attached hereto as Exhibit “A”, providing for an effective date.

Mayor Raspe provided the reading of the resolution and asked for comment.

Commissioner Harding commented on the verbiage of property owner and resident.

Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Mayor Raspe asked for a second. Vice-Mayor Foster seconded the motion.

DISCUSSION: Commissioner DiFransico asked on the purpose of the Resolution and suggested to address this matter as a case by case

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Resolution 2023-20: A Resolution of the City Commission of the City of Key Colony Beach, Florida, ratifying and approving the City’s Grant Funding Application to the 2024 FDOT Transportation Alternatives (Ta) Program; authorizing the City Administrator to take necessary action to effectuate the City’s Funding Application as attached hereto as Exhibit “A”; and providing for an effective date.

Mayor Raspe provided the reading of the Resolution.

MOTION: Motion made Commissioner Harding to approve. Vice-Mayor Foster seconded the motion.

DISCUSSION: Commissioner Harding informed on the submittal of the resolution and how updates will be made. Commissioner Ramsay-Vickrey asked if the motion needs to be approved with edits. City Attorney Smits confirmed. Commissioner Harding asked if the motion should be approved with updates as necessary in January. Mayor Raspe clarified the edit to be the removal of the word “City Administrator”.

AMENDED MOTION: Commissioner Harding amended his motion to approve with the removal of the word “City Administrator. Vice-Mayor Foster seconded the amended motion.

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Raspe called for recess at 11:13 am.

The meeting reconvened at 11:18 am.

12. Commissioner’s Reports & Comments

a. Commissioner Harding

i. Wastewater Sampling Update: Commissioner Harding reported for current Covid levels being low in Southeast Florida and the County but spoke of an expected increase with the upcoming holiday season. Commissioner Harding informed on Wastewater testing to include testing for Covid, Influenza A & B, RSV, and Monkey Pox. Commissioner Harding continued reporting on hospitalization, death rates, and quantities of Covid increasing. Commissioner Harding further reported on the data provided in his report.

ii. South Florida Water Management District Resiliency Coordination Forum Feedback: Commissioner Harding reported on the attendance of meetings and information learned. Commissioner Harding informed on the purpose of the meetings to create awareness of flooding in cities and counties, and for

flooding events to be treated as a year-round possibility. Commissioner Harding further informed on the SFWM contracting with USGS for the installment of flood gauges and channels and having asked staff for feedback on need.

Commissioner Harding further talked on the importance of vacuum trucks, city to city communications, and injection wells. Commissioner Harding informed on how to be proactive prior to a storm and to continue attending the quarterly meetings.

Commissioner DiFransico asked Commissioner Harding about his involvement with the Counties evacuation models.

Commissioner Harding explained having attended prior meetings with former City Administrator Turner and gave his understanding on the Resolution sent out by the County.

Commissioner DiFransico asked City Attorney Smits if more information was available.

City Attorney Smits stated to be familiar with the topic and gave further information on building rights and allocation of permits.

Commissioner Harding spoke on the Bridge Report that was provided and informed that some work needs to be done on the foundation. Commissioner Harding suggested to keep the matter in the forefront to be addressed.

Commissioner Harding further spoke on attendance of two webinars on the new Form-6 requirements and asked if City resources can be used to answer questions. City Attorney Smits spoke on client privilege with each Commissioner and to be available for questions.

Commissioner Harding reported on having attended several City meetings and having attended the Florida League of Cities December Update which included updates on proposed Short-Term Rental changes and building permit approvals.

Commissioner Harding further reported on having residents reaching out on the Stormwater Project and that resident's awareness can be improved. Commissioner DiFransico asked on the need for a Townhall meeting. Vice-Mayor Foster spoke on being available for residents for questions and to be communicating with contractors.

b. Commissioner DiFransico

i. Introduction on Discussion on proposed changes to Resolution 2023-01: Rules of Procedure for Volunteer and Advisory Boards: Commissioner DiFransico spoke on his proposed changes to rules of procedure.

Commissioner DiFransico spoke on the ability to hold workshops for volunteer boards, virtual attendance of meetings, the ability to serve on more than one Board, training according to Statutes, Board Chairs making reports to the Commission on a monthly basis, and Boards being responsible for their own budget.

Mayor Raspe clarified that not all Boards have budgets.

Commissioner Ramsay-Vickrey spoke on Commissioner DiFransico's suggestions and the ability to hold workshops. Commissioner Ramsay-Vickrey informed on the requirement by the City Clerk to attend all meetings and the need to have meetings approved for time reasons. City Clerk Gransee confirmed the requirement for the City Clerk to attend all public meetings.

Commissioner Harding informed on prior workshops being held and the importance of following the Sunshine Law.

City Attorney Smits confirmed to Commissioner Ramsay-Vickreys that virtual attendance is allowed if a physical quorum is present. Commissioner DiFransico asked for the change to “may vote if physical quorum present”.

Commissioner Ramsay-Vickrey spoke on her original petition on members serving on only one advisory and one volunteer Board, and the need for more information on the training requirements according to Florida Statutes. Commissioner Ramsay-Vickrey further spoke on suggested changes to Paragraph 11 and the language being reflected in the Code. Commissioner Ramsay-Vickrey gave her opposition to Paragraph N and agreed with the change in paragraph O.

Commissioner Ramsay-Vickrey agreed with the request for Chairs making reports to the City Commission and that the ability is given at every Commission meeting. Commissioner DiFransico stated that the ability should be given for a verbal report. Commissioner Ramsay-Vickrey explained the purpose for the written report is to provide a review prior to the meeting. Commissioner DiFransico talked on the recommendation for verbal reports from Department Heads and Volunteer Boards to give information to the public. Mayor Raspe stated that both can be provided.

Commissioner Ramsay-Vickrey spoke on Paragraph P and the need for further legal review, and disagreement with the change in Paragraph Q on purchasing requirements, for Code and Policy having distinct differences.

Commissioner DiFransico and Commissioner Ramsay-Vickrey gave opinions on verbiage and proposed change.

City Clerk Gransee informed on time restraints for the meeting room.

City Attorney Smits reminded for the Closed Session having to start between 12:00 and 12:30 pm.

Commissioner Ramsay-Vickrey asked for a review in accordance with the Code.

i. Introduction on Discussion on proposed procedures for City Commission Meetings:

Commissioner DiFransico spoke on his suggested change for citizen comments to be at the beginning and end of the meeting and to include responses from the Commission. City Attorney Smits explained that this change would require a Code amendment with an ordinance change. Commissioner DiFransico further talked on suggested changes of the Mayor allowing additional time for comments without Commission approval, Commissioner participation via Zoom, Department Heads appearing in person to give reports, and going to two meetings a month during the Winter season. Commissioner DiFransico spoke on the possibility of holding a monthly workshop to allow for residents and Commission participation.

Commissioner Ramsay-Vickrey gave her thoughts on Commissioner DiFransico’s suggestions and spoke against allowing additional dialogue for citizen comments and against the Mayor having sole power to direct additional public comment. Commissioner Ramsay-Vickrey stated for virtual participation being already allowed, to value the written reports by Department Heads, and to support additional questions by the City Commission. Commissioner Ramsay-Vickrey stated that the current format of monthly meetings has proven successful and has freed time for staff to accomplish City business. Commissioner Ramsay-Vickrey welcomed an opportunity to discuss workshops.

Mayor Raspe agreed to hold Townhall meetings during the busy month.

Mayor Raspe asked for a recess at 12:00 pm to allow for lunch and for the Commission to conduct their closed session.

The meeting reconvened at 12:30 pm.

c. Commissioner Vice-Mayor Foster

i. ~~Introduction on~~ Discussion and Approval to promote Corporal Jamie Buxton to Sergeant with backpay: Vice-Mayor Foster introduced the agenda item and asked Chief DiGiovanni on the date when Corporal Buxton was to be promoted. Chief DiGiovanni stated to have first asked for a promotion in 2021. Vice-Mayor Foster asked when the obligations for training were completed. Chief DiGiovanni stated for training to have been completed in March of 2023.

MOTION: Motion made by Vice-Mayor Foster to promote Corporal Buxton to Sergeant and to give backpay from the day of completion of training. Mayor Raspe seconded the motion.

DISCUSSION: Commissioner Harding asked about possible implications for the Union negotiations. City Attorney Smits informed that the Labor Attorney's contact information was provided and anticipated no problems if the Union and Commission do not object. Chief DiGiovanni informed that the promotion was suggested prior to the Union negotiations. City Clerk Gransee asked for clarification on the date of backpay. Chief DiGiovanni believed for Corporal Buxton to have completed the class in March of 2023 but to provide the exact date to City Clerk Gransee. There was no further discussion.

ON THE MOTION: Rollcall vote. Unanimous approval.

Chief DiGiovanni asked on proper procedure for the promotion of Sergeant Buxton. Mayor Raspe agreed for the badge to be presented immediately and for an official presentation at the next Commission meeting.

Chief DiGiovanni presented Sergeant Buxton with her new badge and thanked her for her service to the City.

ii. ~~Introduction on~~ Discussion and approval for Commissioner Foster to re-write the employee manual with input from the department heads: Vice-Mayor Foster asked for a head-nod from the Commission to proceed and to bring back the matter at the next Commission meeting. Commissioner Harding agreed but asked to follow Federal and State Requirements. Commissioner Ramsay-Vickrey agreed but asked for a legal review prior. There were no additional comments.

iii. Introduction on Discussion to stop the independent investigation of FEMA fraud: Vice-Mayor Foster asked to stop to the ongoing FEMA investigation effective immediate. City Attorney Smits recommended a motion.

MOTION: Motion made by Vice-Mayor Foster to end the independent investigation of the FEMA fraud. Mayor Raspe seconded the motion.

DISCUSSION: Commissioner Ramsay-Vickrey stated for the investigation to be almost completed and to like to see the conclusion and recommendation on the report. Vice-Mayor Foster stated the need to stop spending money and for the City Commission to have to give directives to stop the investigation.

Commissioner DiFransico asked if the investigative Attorney had any conclusions to provide.

Vice-Mayor Foster expressed disagreement with the investigation.

Commissioner Harding suggested a motion to conclude the investigation with one to two hours of a final fee to be able to provide a report. Attorney David Miller appeared via Zoom and informed of not being able to provide a reasonable conclusion with the suggested timeframe and could not provide an estimate on time needed.

ON THE MOTION: Rollcall vote. Unanimous approval.

~~iv. Introduction on~~ **Discussion and approval to turn over Union negotiations to Commissioner to be named:** Vice-Mayor Foster introduced the discussion item and asked for City Attorney Smits for guidance and asked for the Mayor or a Commissioner to take over the Union negotiations. Vice-Mayor Foster confirmed to be looking for a head-nod. City Attorney Smits clarified the role of being the City Administrator and in his absence the Mayor. Mayor Raspe stated to be able to take on the responsibility. Commissioner Ramsay-Vickrey gave support for Mayor Raspe.

~~v. Introduction on~~ **Discussion and approval to discontinue ALL city employees travel without explicit approval from the Commission:** Vice-Mayor Foster introduced the discussion item. Mayor Raspe supported the suggestion and agreed. City Clerk Gransee gave no concerns on the change in policy. Vice-Mayor Foster clarified for travel to include all travel. Commissioner Harding gave concerns and suggested for Mayor Raspe to give approval. City Attorney Smits stated no need for a motion. Mayor Raspe clarified for cost to be included in the approval request.

~~iv. Introduction on~~ **Discussion and approval on employee's attendance expectations:** Vice-Mayor Foster stated no need to discuss the agenda item at this time. Commissioner Harding suggested to define the ability to work from home and to give flexibility to staff. City Clerk Gransee stated for this to fall under Vice-Mayor Foster's rewriting of the personnel manual. Commissioner Harding agreed.

d. Mayor Raspe

i. Discussion and approval to get bids to repair Marble Hall and Administration area floor: Mayor Raspe spoke on the reopening of Marble Hall for immediate use and stated to have read all minutes over the last years and spoke on information that he learned. Mayor Raspe spoke on misinformation and inaccuracies that were given including comments from prior Commissioners, prior Building Officials, the prior City Clerk, and communications from FEMA. Mayor Raspe further spoke on prior engineering reports that all gave different opinions and gave questions on who was telling the truth. Mayor Raspe gave highlights on prior statements and misquotes made. Mayor Raspe asked to meet with Building Official Leggett at Marble Hall to find out what is necessary to satisfy the City and Building Department for the usage of the building. Mayor Raspe asked for a third party to be present and Toni Rosabal from LIVs having stated for Marble Hall and the Post Office not being included in the damaged part of the building. Mayor Raspe asked Building Official Leggett to explain what is needed for compliance and gave his belief in the old City Hall building being the safest building in the City. Mayor Raspe explained that Marble Hall was used until July 2022 for all City and club meetings, as well as during Covid. Mayor Raspe asked for the ability to use Marble Hall in the interim and asked for a motion to meet with the Building Official. City Attorney Smits explained that no motion is necessary.

ii. Discussion and approval to reopen Marble Hall for immediate use: Mayor Raspe asked to look for bids to repair Marble Hall and the Administrative Offices, and for the expenditure of additional monies being worth the potential savings in the millions. Mayor Raspe stated to like to go ahead with a head-nod from the Commission to pursue possible options.

~~iii. Introduction on~~ **Discussion and approval to repeal the 7/20/2023 acceptance of HOB bid for City Hall or submit to a vote of electors**

iii. Introduction on discussion to revisit/reduce the City Attorney budget: Tabled.

iv. Introduction on discussion City Staff hours/attendance for ALL employees: Tabled.

v. **Introduction on discussion on the City Administrator position, in what capacity is it needed:**
Tabled

vi. **Introduction on discussion for the Personnel Policy and Procedures manual to have the Chief of Police report to the Mayor directly or the Vice-Mayor in the Mayor's absence:** Tabled.

13. Announcement of Commencement of Closed Attorney/Client Session pertaining to 'Laurie Swanson vs. Key Colony Beach' Case No. 23-CA-000205-M; per FS 286.011 (8).

14. Re-opening of Public Hearing & Regular Meeting and Termination of Closed Session

15. Discussion/Approval on a settlement proposal pertaining to Laurie Swanson vs. Key Colony Beach' Case No. 23-CA-000205-M: Mayor Raspe stated for the City being ready to settle the matter subject to a mutually agreeable written settlement document crafted between Mayor Raspe and Mrs. Swanson. Mayor Raspe stated for the agreement to be able to be ratified at a Special Meeting on December 20th. City Clerk Gransee informed of having to confirm with the owners of the Key Colony Inn for the ability of the meeting hall.

City Clerk Gransee confirmed the availability of the meeting hall.

Mayor Raspe announced for the Special Meeting to immediately follow the Planning & Zoning Meeting on Wednesday, December 20th.

Commissioner Ramsay-Vickrey explained to have worked on a document on frequently asked questions over the last six month but has not been able to present it due to being under litigation.

Commissioner Ramsay-Vickrey presented her report to the Commission and gave information on why the building was condemned, reports by FEMA for the building to be unfit for occupation, and questions on repair and additional space.

Mayor Raspe asked Commissioner Ramsay-Vickrey to summarize her report.

Commissioner Ramsay-Vickrey informed not being able to summarize but to skip over parts of her report.

Commissioner Ramsay-Vickrey continued giving her report.

Mayor Raspe stated for Commissioner Ramsay-Vickrey not having been on the agenda for a report.

Commissioner Ramsay-Vickrey stopped giving her report.

Mayor Raspe asked for any other discussion. There was none.

16.Adjournment: The meeting adjourned at 1:23 pm.

Respectfully submitted,

Silvia Gransee

City Clerk

MINUTES
KEY COLONY BEACH CITY COMMISSION
SPECIAL MEETING

Wednesday, December 20, 2023 – 10:37 am
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 Special Meeting by the Key Colony Beach City Commission was called to order by Mayor Raspe at 10:37 am followed by the Pledge of Allegiance, Prayer, and Rollcall. ***Present:*** Mayor Raspe, Vice-Mayor Foster, Commissioner Harding, Commissioner DiFransico (via Zoom). ***Absent:*** Commissioner Ramsay-Vickrey. ***Also present:*** Assistant City Attorney Scott Black, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Public Attendance: 4

2. ***Agenda changes, additions, or deletions:*** Assistant City Attorney Scott Black advised on having provided a revised memorandum of understanding for review, approval, and discussion.

Commissioner Harding asked about the procedure for allowing Commissioner DiFransico to participate via Zoom. Assistant City Attorney Black suggested for the City Commission to have a motion and a vote on the remote participation with a finding of good cause.

MOTION: Motion made by Mayor Raspe to allow Commissioner DiFransico to participate remotely and to allow him to vote. City Clerk Gransee asked for a second. Vice-Mayor Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. ***Citizen correspondence & public comment:*** City Clerk Gransee informed of having received no correspondence. There was no comment in the audience or online.
4. ***Discussion/Approval of a proposed settlement agreement between the City of Key Colony Beach and Laurie Swanson pertaining to the litigation 'Laurie Swanson vs. Key Colony Beach' Case No. 23-CA-000205-M***

Mayor Raspe introduced the agenda item and asked Assistant City Attorney Black to continue. Assistant City Attorney Black informed on the proposed memorandum of understanding provided by Mrs. Swanson to resolve the litigation regarding the HOB award. Assistant City Attorney Black informed of having reviewed the proposed memorandum with Mrs. Swanson's Attorney Mr. Hutchinson which resulted in the revised agreement provided to the Commission. Assistant City Attorney Black recommended approval of the current revised memorandum of understanding, along with an action item to repeal the prior vote to award the City Hall Project to HOB, upon the execution of the agreement.

Assistant City Attorney Black informed of Attorney Hutchinson understanding of Mrs. Swanson's intent to execute the agreement but having no affirmative confirmation due to Mrs. Swanson's travels. Assistant City Attorney Black confirmed that the revisions made were to Mrs. Swanson's proposed memorandum of understanding.

Commissioner Harding asked about the difference in verbiage in 'City Hall Vote' vs. 'City Hall Award'. Assistant City Attorney Black explained the change of wording from 'measure' to 'vote', added provisions on fees and costs, a correction of typos, and utilizing wording from the July 2023 meeting and vote.

Assistant City Attorney Black stated to be in agreement with terms of the agreement and recommended approval of the revised memorandum of understanding.

Commissioner Harding asked if a motion should be made prior to discussion.

MOTION: *Motion made by Vice-Mayor Foster to approve the memorandum of understanding as written in front of them and provided to Mrs. Swanson. Commissioner Harding seconded the motion.*

DISCUSSION: *Assistant City Attorney Black recommended the wording of the motion to approve to include 'upon recommendation by Mrs. Swanson that the City will be effectively repealing the prior award to HOB on July 20, 2023'. Assistant City Attorney Black explained the purpose to be that upon execution the vote would be rescinded at the same time.*

Mayor Raspe asked for the correct wording.

Assistant City Attorney Black stated "a motion to approve the revised memorandum of understanding with Mrs. Swanson, upon her execution of the agreement, and the execution of the agreement by the Mayor, the prior vote to approve and accept the HOB bid for the new City Hall project will be repealed.

AMENDED MOTION: *Vice-Mayor Foster amended his motion. Commissioner Harding seconded the amendment.*

FURTHER DISCUSSION: *Mayor Raspe asked for Commissioner questions or comments.*

Commissioner DiFransico stated concern of a delay of the vote and asked Mayor Raspe on his belief that Mrs. Swanson will be satisfied with the agreement. Mayor Raspe stated understanding that Mrs. Swanson will be satisfied, however, for Mrs. Swanson having the final say in giving her signature. Mayor Raspe agreed on resolving the issue expeditiously and executing the agreement for the City's benefit and all parties involved.

Vice-Mayor Foster agreed with Commissioner DiFransico and suggested a separate motion to repeal the July 20th vote to conclude the matter.

Assistant City Attorney Black suggested to handle the current motion on the floor which is supported by a first and second.

Vice-Mayor Foster expressed concerns of Mrs. Swanson's not agreeing with the memorandum.

Assistant City Attorney Black gave his understanding on Mrs. Swanson's agreement and recommended to approve the revised memorandum of understanding.

The Commission discussed the possibility of Mrs. Swanson not signing the memorandum.

City Clerk Gransee reminded that additional motions can be made after the current motion has been voted on.

Vice-Mayor Foster stated agreement with going forward with the vote.

Mayor Raspe asked for additional discussion or questions.

Commissioner DiFransico stated disagreement with deferring the matter to January.

Mayor Raspe informed to go forward with the vote and asked for rollcall.

ON THE MOTION: *Rollcall vote. Unanimous approval.*

Commissioner Harding asked Assistant City Attorney Black how to proceed. Assistant City Attorney Black confirmed to contact Attorney Hutchinson immediately after the conclusion of the meeting to obtain a signature today if possible. Assistant City Attorney Black stated that upon the execution of the agreement a stipulation of dismissal will be filed.

There was nothing further.

5. Adjournment: *The meeting adjourned at 10:59 am.*

Respectfully submitted,

Silvia Gransee

City Clerk



CITY OF MARATHON FIRE RESCUE

8900 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-5266 Fax: (305) 289-9834

Memorandum

Date: 1/2/2024
To: Honorable Mayor and City Council members
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager
Subject: December Month End Report

ALARM RESPONSES

	December
Fire Incidents	6
Hazardous Condition	7
Public Service	19
False Alarm Fire	31
Good Intent Call	14
EMS	114
Inter-facility Transfers	45
Total for Month:	236
Total Calls for Calendar 2022:	2385

<u>KCB BREAKOUT REPORT</u>	December
Fire Incidents	1
Hazardous Condition	1
Public Service	
False Alarm Fire	1
Good Intent Call	1
EMS	12
Total for Month:	16

FIRE PREVENTION

	December
Fire Inspections	9
Fire Safety Plan Review	15
Vacation Rental Inspections	104
Occupational License Inspections	1
Annual Life Safety Inspections	0
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS

	December
Total Applications Processed	92
Vacation Rental Inspections	104
Total VR Fees Collected	\$95,675.00
Agent/Local Contacts Trained	25
Total VR Licenses Issued	104

OPERATIONS:

• Training:

- **Fire Officer Training:** All Fire Officers maintained daily incident management, continuing education.
- **EMS Training:** This month the Firefighters completed 100 hours of training. This training includes monthly medication exercises, updated protocols, and an EMS equipment refresher. We were also able to have a cadaver lab at the station for advanced training.
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills.
- **Tactical Medic Program:** This month one (1) firefighter participated in 12-hours of SWAT Call Out with MCSO. The department is in the process of holding tryouts for the addition to our SWAT medic program.
- **Combined Training:** Vector Solution software for all shifts, a total of 225 courses were taken, which totaled 102.88 hours of training.
- **Instructors on Staff:** We have a total of six instructors with live fire training certifications and seven EMS instructors.

BENEVOLENT FIREFIGHTER SERVICES

The Benevolent Association did not meet for a formal meeting in December, but they did come together to decorate Station 14 for Christmas. They also coordinated a cool holiday themed t-shirt for all the MFR and City Staff. The Benevolent plans to meet again in January. As always, we continue to support recruitment of additional personnel coordinated through the Marathon Fire Rescue Benevolent Association.

INFORMATION

As the holiday season continues through the upcoming months, we anticipate the town to swell with both winter residents and tourists as Marathon is a great place to travel.

The new High School Cadet program is still going strong, the students are all doing well. They are engaged and plan to continue their education in public safety. The Department and some cadets will be attending an upcoming career fair at MHS to help drive future recruitment.

The Marathon Fire Department hopes that everyone had a wonderful holiday, and we are wishing all a safe, healthy, and productive new year.

PUBLIC OUTREACH IN NOVEMBER:

ACTIVITIES ATTENDED IN NOVEMBER:

Weekly Director Call (4)
City Council Meeting
KCB Meeting
Schmitt Realty Santa Drop Off
Hamilton Vent Training
Station Tour for children
City Christmas Party
Wounded Warriors Send Off at Sombrero Beach
Santa's Caravan
Teleflex Training

**Commission Meeting Report Outline
Key Colony Beach Police Department
December 14, 2023 to January 10, 2024**

A. REPORTS

1. 12/19/2023

Report Number KCB23OFF000053

781 9th St

Grand Theft

Result: Ongoing Investigation

2. 12/29/2023

Report Number: KCBP23OFF000054

600 W Ocean Dr

Criminal Mischief

Result: Ongoing Investigation

3. 12/31/2023

Report Number: KCBP23OFF000055

275 15th Circle

Accident Non-Traffic

Result: Citation Issued

B. MEDICAL/ALARM CALLS

Total Calls: 11

C. CALLS FOR SERVICE

Total Calls: 26

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 33

**E. PROVIDED BACK-UP/ASSISTANCE TO MCSO, FHP, FWC, COAST
GUARD OR U.S. BORDER PATROL**

Total: 9

F. CITATIONS/WARNINGS

1. Traffic Citations: 2

2. Traffic Warnings: 17

3. Code Citations: 0

4. Code Warnings: 7

G. ADDITIONAL NOTABLE MOMENTS IN THE POLICE DEPARTMENT

Since the last City Commission meeting:

- **12/22/2023 – KCBPD Sergeant Jamie Buxton organized another donation drive for the Marathon SPCA. Donations were made to the animal shelter by Sgt. Buxton and Ofc. Niemiec.**
- **12/23/2023 - 2 Children requested and received bicycle helmets after a proper fitting from Ofc. Burden.**
- **12/25/2023 -Santa came to KCB. Santa was escorted down the Sadowski Causeway to City Hall for cookies with the kids and back to US 1 by Officer Burden.**
- **12/30/2023 – Officer Buckwalter responded to a medical call and applied a tourniquet to the patient which saved the patient's life.**
- **01/04/2024 – I attended GLOCK Armorer's Course to be certified in GLOCK firearm repair.**
- **Officer Burden continues to assist Florida Wildlife Conservation Commission (NOAA and Border Patrol) with the Flir camera. The Flir camera can spot things like illegal poaching, migrant vessels and other significant events that would need law enforcement attention and may only be discovered from the air.**

DONATION RECEIVED

The police department received a donation from the Valerie Bonzer Foundation for the American Dreamer. The donation is an appreciation for the police officers "work and friendly manner".
Event: An officer stopped by the residence on 12th Street, noticed a door open on a camper, closed it and returned the next morning and informed the resident of what happened. The resident was very appreciative of what the officer did and wanted to make the donation to say, 'thank you'. (Attachment 1)

RON SUTTON MEMORIAL KID'S FISHING DERBY

The Police Department along with the Fishing and Boating Club are in the beginning stages of planning the 17th Kid's Fishing Derby. The derby changed its name in 2023 in honor of Mayor/Commissioner Ron Sutton.

This year, with Commission approval, the date projected for the derby is June 12, 2024.

EQUIPMENT REPLACEMENT

The police department is updating their firearms from 40 caliber to 9-millimeter.

The police department is also purchasing 3 replacement ballistic vests as required.

EQUIPMENT NEEDED

The police department needs the following:

1. Police Vehicles.

The police department has had a disabled patrol SUV at the Monroe County Garage for over 3 weeks. We were informed that it will be another week at the time of this report. The vehicle is awaiting warranty parts.

With Commissions approval, I would like to purchase the 2021 DODGE Charger. The FMV rate of this vehicle as a trade-in is \$20,579. Currently, there is \$40,000 reserved for police vehicles. Additional equipment will be needed to bring it to ready status, however, I do not expect it to go over the reserve amount. Additionally, I am seeking approval to swap out the 2021 DODGE RAM 2500, that is currently in the Police Department fleet, with the 2021 1500 DODGE RAM in the Building Department fleet. This would only be a swap, in which neither department would give up a vehicle.

The reason for this exchange is that the 1500 DODGE RAM is a quad cab and can transport arrestees if needed, whereas the

DODGE 2500 is only a single cab and there is no room for additional passengers. (Attachments 2-4)

2. TASERS.

The police department needs to replace the current TASERS that the officers are carrying.

TASER is the industry standard when it comes to this electronic device. The TASER 10 is the latest unit offered from TASER. It provides the officer with a less-than-lethal option to deploy in a force-on-force situation. TASER is phasing out production of the current model that is being used.

The attached proposal is for 6 of the TASER 10 Models. It is maintenance free for the department. The cost is split over the next 5 years: \$27,996.48. The first payment is \$2,799.64 with each payment after that at \$6,299.21.

This cost includes replacement cartridges, batteries, training for a current officer to train all the officers, a warranty that lasts 5 years and \$10 million-dollar legal protection in the event something should happen while using the TASER product.

There is \$8,868. In reserves for police equipment. I am seeking approval to replace our current TASERS. (Attachments5-13)

Respectfully,

**Chief Kris DiGiovanni
Key Colony Beach Police Department**



Valerie Bonzer Foundation for the American Dreamer

Frederick Kohler, 310-274-2177, mail@P51.com, 5409 Overseas Hwy. Unit 1165, Marathon, Florida, 33050

KCB Police Department

25 Dec'23

Happy Christmas and a good New Year

We are writing to thank you for your work throughout the year. While I sleep or travel, it is good to know you are there and ready.

Also, we would like to introduce you to our new 501c as below and attached.

Valerie Bonzer Foundation for the American Dreamer Also Known As **VB4AD**

Our Mission :

Valerie Bonzer Foundation for the American Dreamer Also Known As **VB4AD**
will assist an individual and/or family to achieve his/her/their "American Dream"
(Global Dream)

General Concept:

The American Dream is a national ethos of the United States, the set of ideals in which freedom includes the opportunity for prosperity and success, as well as an upward social mobility for the family and children, achieved through hard work in a in a society with few barriers. ...Wikipedia

We give Grants and assist individuals and family to make progress in their lives. See attached.

THANK YOU – Happy Christmas and all Seasons Greetings.

Frederick and Phoenix Kohler - 221 . 12th ST. KCB, FL, USA

AmericanDreamer.org

Best E-mail: VB4AD@usa.com and mail@P51.com – but also Race14@gmail.com

mobile 310-927-5552 + 310-274-2177 | 310-276-8224 msg ONLY | Emergencies: 310-703-7191

Now>> **ALL Mail:**

5409 Overseas Hwy. #1165, Marathon, Florida, 33050-2710

To be a man is, precisely, to be responsible.

It is to feel shame at the sight of what seems to be unmerited misery

It is to take pride in a victory won by one's comrades.

It is to feel, when setting one's stone, that one is contributing to the building of the world.

-Antoine de Saint Exupéry.

Wind Sand and Stars

RESERVES FOR FUTURE ASSETS

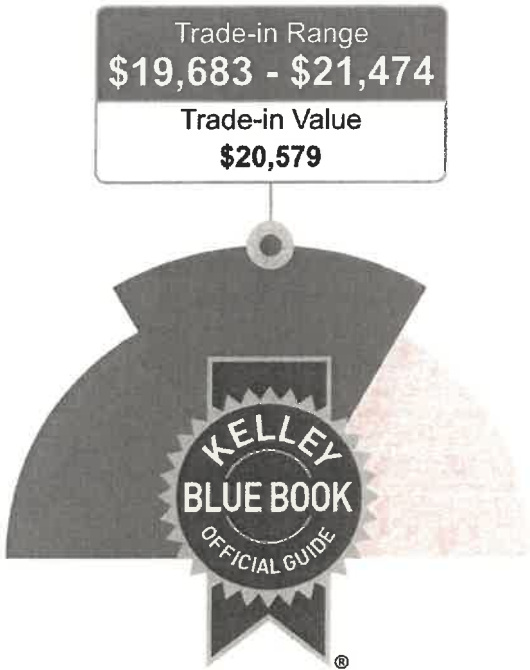
ITEM	FY20-21			FY21-22			FY21-22			FY22-23			FY22-23		
	Estimated Reserve Balance	Budget	Purchase	Estimated Reserve Balance	Budget	Purchase	Reclass	Estimated Reserve Balance	Budget	Purchase	Reclass	Estimated Reserve Balance	Budget	Purchase	Reclass
GENERAL FUND															
Pick Up Trucks	\$18,000			\$18,000											
Tractor-Series 855	\$21,936			\$21,936			-16,000.00	\$35,897							
Tractor-Series 4500	\$4,961			\$4,961			-4,961.00	(\$0)							
Mulcher	\$7,500			\$7,500			-7,500.00	\$0							
Tractor Mulcher	\$1,500			\$1,500			-1,500.00	\$0							
Paved Recreation Structures	\$5,000			\$5,000			-5,000.00	\$0							
Tiki Huts	\$1,500			\$1,500			5,000.00	\$6,500							
Police Equipment	\$8,868			\$8,868				\$8,868							
Golf Course Equip	\$23,500	\$2,000.00		\$25,500	\$2,000.00			\$27,500							
Office Equipment	\$3,647	\$1,500.00		\$5,147	\$2,000.00			\$7,147							
Road/Street Equip/Sign Board	\$24,223	\$3,000.00		\$27,223	\$3,000.00			\$30,223							
Pickup Trucks	\$50,000	\$2,000.00		\$52,000	\$2,000.00		16,000.00	\$70,000							
Admin/Code Vehicles	\$0	\$0.00		\$0	\$5,000.00			\$5,000							
Kubota	\$50,000	\$3,000.00		\$53,000	\$3,000.00			\$56,000							
Mulcher (Chipper)	\$9,000	\$1,500.00		\$10,500	\$2,000.00		-12,500.00	\$0							
Disc Chipper	\$3,000	\$500.00		\$3,500	\$2,000.00		-5,500.00	\$0							
Generator	\$11,000	\$2,000.00		\$13,000	\$2,000.00		-15,000.00	\$0							
Lift Truck	\$11,000	\$2,000.00		\$13,000	\$2,000.00		48,236.00	\$63,236							
Mower Trimmer	\$9,236	\$3,000.00		\$12,236	\$3,000.00		-15,236.00	(\$0)							
Road Maintenance	\$0	\$0.00		\$0	\$5,000.00			\$5,000							
Police Vehicle	\$30,000	\$5,000.00		\$35,000	\$5,000.00			\$40,000							
Patrol Boat	\$30,657	\$3,000.00		\$33,657	\$3,000.00			\$36,657							
Boat Engines	\$6,959	\$1,000.00		\$7,959	\$2,000.00			\$9,959							
Resurface Courts	\$10,000	\$4,000.00		\$14,000	\$4,000.00			\$18,000							
Total General Fund	\$339,487	\$33,500	\$0	\$372,987	\$47,000			\$419,987							



2021 Dodge Charger Pricing Report

Style: SXT Sedan 4D
Mileage: 22,148
KBB.com Consumer Rating: 4.6/5

Trade in to a Dealer



Valid for ZIP code 33051 through 01/10/2024



2021 Ram 1500 Classic Quad Cab
Pricing Report

Style: Tradesman Pickup 4D 6 1/3 ft

Mileage: 4,577

KBB.com Consumer Rating: 4.4/5

Trade in to a Dealer

Trade-in Range
\$21,349 - \$23,452
Trade-in Value
\$22,401



Valid for ZIP code 33051 through 01/10/2024

Chief Kris DiGiovanni

From: Chief Kris DiGiovanni
Sent: Tuesday, September 26, 2023 1:26 PM
To: David Turner
Subject: FW: T10 Quotes
Attachments: Q-514165-45195.643WO.pdf; Q-514169-45195.643WO.pdf

Good afternoon Dave,

The Key Colony Beach Police Department is in need of replacing the current Tasers that the officers are carrying. I reached out to Taser to see if there were any grants that could assist us with this purchase. There were none known to them.

I was informed that they are breaking payments down over 5 years to assist agencies with the cost of the equipment.

The first quote allows us to pay 10% of the total cost in the first year, then the remaining cost is divided throughout the next 4 years.

The second quote, breaks the cost down evenly for 5 years.

This is divided into 5 years as they guarantee their Tasers for 5 years.

The maintenance plan and accessories are all included and it is backed by a "10 million" lawsuit protection and an expert to testify in court, if needed. (This was stated to me in a recent ZOOM call).

Taser will also send an instructor to this agency and train one of the officers as there are no instructors in the Keys for this model of Taser. Taser will eventually be phasing out these older models of Tasers.

This purchase will upgrade and advance us 5 years before needing new Tasers.

If you grant this purchase, and agree with the 10% first payment, I can pay that out of line item: 521-080 Misc.. I would, however, need to increase that line item, each year, to cover this for the next four years after this budget. This can be done at each budget cycle each year.

Supplying the officers with current equipment will benefit the public and the officer's safety.

I appreciate the time that you have taken to read this email. I am available to meet for further discussion.

Thank you.

Chief Kris DiGiovanni
Key Colony Beach Police Department
Key Colony Beach, FL. 33051
Office: 305-289-1212 ext. 1
Cell: 305-481-8597

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

Chief Kris DiGiovanni

From: David Turner <cityadministrator@keycolonybeach.net>
To: Chief Kris DiGiovanni
Sent: Tuesday, September 26, 2023 1:28 PM
Subject: Read: FW: T10 Quotes

Your message

To: David Turner
Subject: FW: T10 Quotes
Sent: Tuesday, September 26, 2023 1:25:41 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Tuesday, September 26, 2023 1:28:02 PM (UTC-05:00) Eastern Time (US & Canada).





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-514165-45301.638WO

Issued: 01/11/2024

Quote Expiration: 01/31/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 477350

Payment Terms: N30

Delivery Method:

SHIP TO

Key Colony Beach Police Dept.-FL
800 W Ocean Dr
Key Colony Beach,
FL
33051-2000
USA

BILL TO

Key Colony Beach Police Dept.-FL
PO Box 510141
Key Colony Beach
FL
33051-0141
USA
Email:

SALES REPRESENTATIVE

Walter O'Brien
Phone:
Email: wobrien@axon.com
Fax:

PRIMARY CONTACT

Kris Digiovanni
Phone: (305) 289-1212
Email: chief@keycolonybeach.net
Fax: (305) 2891767

Quote Summary

Program Length	60 Months
TOTAL COST	\$27,993.60
ESTIMATED TOTAL W/ TAX	\$27,996.48

Discount Summary

Average Savings Per Year	\$2,987.06
TOTAL SAVINGS	\$14,935.32

Payment Summary

Date	Subtotal	Tax	Total
Jun 2024	\$2,799.64	\$0.00	\$2,799.64
Jun 2025	\$6,299.21	\$0.00	\$6,299.21
Jun 2026	\$6,299.21	\$0.00	\$6,299.21
Jun 2027	\$6,299.21	\$0.00	\$6,299.21
Jun 2028	\$6,299.21	\$0.00	\$6,299.21
Total	\$27,996.48	\$0.00	\$27,996.48

Quote Unbundled Price:	\$42,931.80
Quote List Price:	\$29,741.40
Quote Subtotal:	\$27,996.48

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	6	60	\$117.88	\$81.24	\$77.77	\$27,996.48	\$0.00	\$27,996.48
A la Carte Services									
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1			\$495.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$27,996.48	\$0.00	\$27,996.48



Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	60	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	6	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	2	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	06/01/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	5	06/01/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	50	06/01/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	06/01/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	50	06/01/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	06/01/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	50	06/01/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	60	06/01/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	50	06/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	6	07/01/2024	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	6	07/01/2024	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	07/01/2024	06/30/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	6
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	6
A la Carte	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	06/01/2025	06/30/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	6	06/01/2025	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	2	06/01/2025	06/30/2029
BUNDLE - TASER 10 CERTIFICATION	80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	06/01/2025	06/30/2029

Payment Details

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	6	\$2,799.64	\$0.00	\$2,799.64
Total				\$2,799.64	\$0.00	\$2,799.64

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	6	\$6,299.21	\$0.00	\$6,299.21
Total				\$6,299.21	\$0.00	\$6,299.21

Jun 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	6	\$6,299.21	\$0.00	\$6,299.21
Total				\$6,299.21	\$0.00	\$6,299.21

Jun 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	6	\$6,299.21	\$0.00	\$6,299.21
Total				\$6,299.21	\$0.00	\$6,299.21

Jun 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	1	\$0.00	\$0.00	\$0.00
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	6	\$6,299.21	\$0.00	\$6,299.21
Total				\$6,299.21	\$0.00	\$6,299.21

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/10/2024



SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 1/10/2024/11/11/2024

Time: 400PM

Recurring: YES / NO

Location: PD Station

Dial-in Number: 305-481-8597

Meeting URL: NA

Meeting Lead: Chief DiGiovanni

ATTENDANCE

Attendees: 1/10/2024 Chief DiGiovanni, Sgt. Buxton, Ofc. Niemiec, Ofc. Burden.

1/11/2024 Chief DiGiovanni Ofc. Buckwalter and Ofc. Birklund.

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

1_min DISCUSSION: Performing a function test of the firearm can alert the officer that there is a problem that needs to be addressed prior to using their firearm.

2ND ITEM: ADDRESS SAFETY TOPIC(S)

10_min DISCUSSION: - Function test should be performed after each qualification/range day.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

1_min DISCUSSION: If, while performing a function test, there is an indication of a possible function failure, the officer should notify the department's armorer as soon as possible.

4TH ITEM: RESOLUTIONS:

2_min DISCUSSION: - Glock Internal Inspection & Function Tests

"Visual Inspection of the Frame and Slide. Look for dirt, damage or corrosion.

Inspect sights, trigger, slide stop lever, magazine catch, extractor.

Visual Inspection of the Barrel. Look for bulges, cracks, blockages or other damage.

Firing Pin Safety Test. Grasping the Firing Pin Lug, move the firing pin back & forth and make sure it does not protrude past the breech face without pressing the firing pin safety.

Firing Pin Check. Ensure that the firing pin DOES protrude past the breech face when the firing pin safety is pressed.

Firing Pin Channel Check. While pressing the firing pin safety, shake the slide and the firing pin should "rattle" inside the channel.

Extractor Check. Ensure the extractor claw is clean and undamaged.

Ejector check. Ensure the ejector appears undamaged and looks like the picture.

Slide Stop Lever Test. Ensure the slide stop lever lifts easily and snaps back when released.

Magazine inspection. Inspect all magazines for cracks, damage or dirt.

Glock External Inspection & Function Tests

Trigger Safety Test. Ensures the trigger safety is in working order.

Trigger Reset Test. This test ensures the trigger and trigger reset is working properly.

Slide Lock-open Test. Ensures the slide will lock back on an empty magazine.

Slide Cycle Test. This test (not included in the Glock manual) verifies that the slide is cycling, rounds are ejecting and new rounds are loading into the chamber.”

(<https://kydexowbholsters.com/glock-safety-function-checks-glock-pistol-user-inspection>)

5TH ITEM: CONCLUSION

_2_min **DISCUSSION:** A proper function test should help avoid the sound of “click” when the firearm is needed the most.



Key Colony Beach Building Department Staff Report December to January 2024

On 12/31/23 The 8th Edition of the Florida Building Code was adopted.

Reviewed available City Hall Documentation from 2017 to 2022 with Mayor Raspe. Research and outreach determined the C.O. for the City Hall was revoked by operation of law based on building official determination in April of 2018 that the building was unfit/unsafe. See Building Code 111.4 Revocation, and codes of ordinance Sec. 6-11 Certificate of Occupancy. By state and local code, the building may not be occupied in any way without a Certificate of occupancy. As determined by our legal team I do not have the authority to waive the prior building official's determination. The only way to obtain a Certificate of Occupancy is to have a licensed design professional evaluate the building and have the city execute any corrective action required to make space fit for occupancy.

Reviewed Blueprints for the Post Office Building Which Identifies Marble Hall and post office share a wall.

Brandi Yellin cataloged all available documents in chronological order regarding events and certified reports.

We have collected and reviewed permit application submittals and issued permits for complete applications. Have provided proactive outreach requesting additional documentation or clarification where permit applications were determined to be incomplete. All inspection requests were performed within a 24-hour period.

Met with Project manager for 400 Sadowski development due to high construction estimates received they are scaling back the project and the complete development will most likely be executed in phases. Spoke to their engineering/ architectural team to provide specific project guidelines for the 1st phase of construction regarding storm water and seating.

Met with the condo association property managers and discussed policies and procedures specific to structures and the requirements surrounding their required milestone inspection. Implemented a standard operating procedure for receiving and record keeping milestone reports.

Building Official and staff report for December 2023 – January 2024

1. Interacting with FEMA, FDEM Floodplain Management Office, and Florida DEO.
2. Meeting with residents, elected and appointed officials regarding flood and planning questions.
3. CRS Coordinator position
 - a. Prepped for CRS verification visit including data collection and updating reports
 - b. Updating and completing Public Participation Initiative information
 - c. Working to update processes and documents to receive additional points
 - d. Organizing files, reports, and data for easier access and additional points
 - e. Chairing the KCB CRS Committee
 - f. Updating website
 - g. Coordinated with ISO staff to maximize KCB CRS rating
 - h. Completed CRS documentation for final submittal the week of December 15th.
4. Updated the Master Spreadsheet for all properties in Key Colony Beach to track Substantial Improvement/Substantial Damage Data.
5. Updated data obtained via the Master Spreadsheet to confirm numbers of structures close to SI/SD.
6. Researched City Hall status and worked with Building Official to develop staff reports for City Commission regarding the building, its condition, and options moving forward.
7. Worked with Building Official to examine updates to Florida Building Code and synthesize the changes to help ensure the City stays in compliance with the 2023 Updates to the FBC.
8. Refined a Substantial Improvement/Substantial Damage Worksheet for KCB (currently under review by FEMA Region 4) with final draft submitted for review. Anticipate final approval 2/4/24.
9. Working with Code Officer, testifying and documenting Ordinance and LDR violations.
10. Working with Florida DEO to update KCB's Comp Plan and Land Development Regulations including rendition of Amendments and Ordinances
11. Working with Florida State Floodplain Management Office (FDEM) to confirm state compliance with updated Floodplain Management Ordinance.
12. Laying the groundwork for adoption of updated FEMA Flood Insurance Rate Maps including discussions of appeals, adoption, Letter of Final Determination and the necessary Comp Plan and LDR updates required once the new maps are adopted.
13. Working with Florida DEO to update and complete KCB Evaluation and Appraisal Report (EAR)
14. Answering public questions and e-mails regarding LDRs, Variances, and Floodplain Management.
15. Responding to public records requests and historic permit research.
16. Permit review and inspections of building projects throughout KCB.
17. Handling variance application reviews and intake.
18. Performed site visits to aid constituents in determining solutions to various issues.

Public Works Staff Report

Report for January 18, 2024 – City Commission Meeting

Since last City Commissioner's Meeting Public Works has:

- Trimmed coconuts at the Golf Clubhouse.
- Removed steel cable tripping hazards, pickleball court.
- Assisted golf course with debris removal.
- Trimmed hedges at the pickleball courts and wastewater plant.
- Repaired erosion and undermining at Sunet Park pier.
- Repaired potholes on East Ocean.
- Replaced fluorescent ceiling light fixtures with LEDs at the shop.
- Repaired damaged safety nets at golf course.
- Repaired RO water leak at Marble Hall.
- Removed abandoned lamp posts and electrical at Waterfall Park.
- Spread gravel at the post office, 7th Street Park and East Park parking lots.
- Made a path connecting Marble Hall Parking lot to post office trailer.
- Trimmed scaevola hedge at East Park parking lot.
- Cleared clogged floor drain, 7th Street Park restroom.
- Repaired steps from pickleball courts to tennis courts.
- Replace photo sensor for landscape lights at city entrance.
- Repaired exhaust bracket on Kubota utility vehicle.
- Hedged silver buttonwoods and trimmed scaevola along Coral.
- Removed, labelled, and packed, Christmas decorations, banners, and trees.
- Repaired ramp railing, wastewater plant.
- Planted 26 shrubs purchased by the Beautification Committee, eastside city entrance.
- Installed hose bib on the eastside of city's entrance for watering new plantings.
- Installed Community Association plaque on new tiki at Sunset Park.
- Replaced battery and solar trickle charger on dump trailer.
- Repaired exterior light on the shop.
- Completed preventive maintenance on trailers air conditioning units.
- Repaired major irrigation leak at city hall.
- Repaired broken stormwater drainpipe and surrounding pavement it the shop parking lot.

Thank you,

Mike Guarino

Public Works Department Head

SAFETY MEETING AGENDA FOR City of Key Colony Beach

MEETING DETAILS

Date: 1/9/24 Time: 7 ☒ AM ☐ PM Recurring: ☒ Yes ☐ No

Location: Shop Dial-In Number (if any): Meeting URL (if any):

Meeting Lead: Mike Other Speakers: HSE Kit Safety Animation

ATTENDANCE

Attendees: Darrin, Jesse & Mike

Absentees: Esteban

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

min

DISCUSSION: Hearing Safety

2ND ITEM: ADDRESS SAFETY TOPIC(S)

min

DISCUSSION: Watched video. Information on decibels. How long, how strong & how near for choosing proper hearing protection.

3RD ITEM: ROUND-ROBIN FOR QUESTIONS / CONCERNS

min

DISCUSSION: Concerns about radio/noise cancelling ear muffs.

4TH ITEM: RESOLUTIONS

min

DISCUSSION: We should not use them so we can hear traffic.

5TH ITEM: CONCLUSION

min

DISCUSSION: Keep all PPE in our trucks so we always have it.

City Clerk Staff Report
Report for January 18th, 2024 – City Commission Meeting

City Clerk Silvia Gransee

- Completed City Commission Special meeting minutes from December 13th.
- Completed City Commission Organizational & Regular meeting minutes from December 14th.
- Completed City Commission Special meeting minutes from December 20th.
- Cheryl completed website updates on City Official's changes and completed ordering for new business cards and shirts.
- New signature cards were completed by all banks.
- Attended the Utility Board meeting on December 19th and completed follow-ups with FKA, Burke Solar, and Utility Board members.
- Attended the December 19th Planning & Zoning meeting and completed minutes and letters of recommendation by the Board.
- Provided assistance to the labor attorney on providing information for labor negotiations and gave public notice on meeting date.
- Amended Resolutions 2023-19 & 20 on verbiage of 'City Administrator'.
- Completed Beautification meeting minutes from December 12th.
- Informed FMIT on new workers compensation claim and provided assistance in providing follow up documentation.
- Assisted Wastewater plant manager Dave Evans in an emergency purchase of vacuum pumps.
- Completed a payment request for Stormwater Project NS099.
- Completed a payment request for Stormwater Project LPA0311.
- Completed posting of the Tennis Court bid on DemandStar. Bid will close 01-21 and bid opening is January 24, 2024. Public Notice has been given.
- Drafted bid for sewer line inspections and will publish on DemandStar upon final approval.
- Prepared for January Townhall meeting.
- Attended legal meeting on January 4th.
- Completed payroll reports and ACH transactions.
- Attended safety meeting on January 9th.
- Responded and worked on outstanding quarterly reports for grants.
- Worked on a complete list of current and upcoming grants.
- Attended a meeting with RMPK on current and future grants and the possibility of managing the Stormwater grants. Management quote will be provided.
- Completed check deposits for general & utility accounts, and Pickleball donations.
- Answered Citizen correspondence and multiple public records requests.
- In addition to daily general invoicing, payroll reports, and HR tasks.
- Attended meeting on Vulnerability Assessment.
- Received notice of compliance for Sunset Park archaeological survey requirements.
- In contact with the FKA on providing an agreement for consideration to switch to third-party billing through the FKA.

As previously shared with the Commission, I earned my Certified Municipal Clerk's (CMC) certification at the end of December. This accomplishment is a significant milestone for a City Clerk and I am thankful that the Commission has given me the opportunity to achieve my full potential as a clerk. I am looking

forward to achieving my Master Municipal Clerk's (MMC) certification over the course of the next year and will ask for Commission approval for my continuing education at the next meeting.

Administrative Assistant Tammie Anderson

- Staff report – 12.12.23 to 1.11.24
- To date, we have issued a total of 612 Vacation Rental Licenses and 47 Long-Term Rental Licenses for the 2023-24 fiscal year.
- Processed, printed and mailed Wastewater invoices for the 1st Quarter of 2024.
- Scheduled and verified an additional 10 Rental/Business License inspections.
- Processed 10 property transfers and collected \$1,500 in transfer fees.
- Processed 7 property inquiries and collected \$210 property inquiry fees.

Upcoming

01-15-2024 City Hall closed in observance of Martin Luther King Day
01-16-2024 Utility Board Meeting
01-17-2024 Planning & Zoning Board Meeting **cancelled**
01-17-2024 Townhall Meeting
01-18-2024 City Commission Public Hearing
01-18-2024 City Commissioner Regular Meeting & Public Hearing
01-19-2024 Recreation Committee meeting
01-24-2024 Tennis Bid Opening
02-12-2024 Townhall meeting
02-13-2024 Beautification Committee meeting
02-14-2024 DOAH Hearing **tentative**



City of Key Colony Beach
Safety Meeting – Code, Building, City Hall

Date: 01-09-2024

Time: 12:30 pm

Present: Lenny Leggett, Karl Bursa, Barry Goldman, Silvia Gransee, Cheryl Baker, Brandi Yellin, Tammie Anderson, Barry Goldman, Joey Raspe

Absent: None.

1. Review/Follow-up from previous meeting:

None.

2. New Items for Discussion:

Joey talked about parking changes by the pickleball courts and informed of a damaged drain with a broken basin in the pickleball parking lot. Discussion followed on possible scenarios of repair and how to improve parking for safety, the possible elimination of that parking spot, and an additional handicapped spots.

Cheryl informed on having tested the smoke detectors and reported all to be in working order.

Brandi spoke on driving safety and to be aware of dangerous drivers.

Lenny spoke on pedestrian safety and to be aware of driving on the Causeway, in particular in the evening.

Karl Bursa spoke on driving safety and situational awareness.

Barry spoke on improvements in contractor parking.

Silvia spoke on stress management and listening to your mind and body.

3. To-Do's: None

The meeting adjourned at 12:55 pm.

Silvia Gransee

City Clerk

City of Key Colony Beach
GRANT STATUS (12/15/2024)

Active
Pending

Grant	Agreement Details	Actions taken	Notes
FRDAP	8 th Street Park Grant: \$50,000 Match: \$0	Application Submitted 10/15/2021	Project Completed Closeout Documents Submitted
Resilient Florida	City Hall Facility Hardening Grant: \$2,282,859.28 Match: \$4,431,432.72	Application Submitted 10/25/2021	Project Funded Contract Executed
FRDAP	1 st Street Park Grant: \$50,000 Match: \$0	Application Submitted 08/31/2022	Project Funded Contract Executed
FRDAP	Sunset Park Grant: \$50,000 Match: \$0	Application Submitted 08/31/2022	Funding Decision in May 2024
FRDAP	7 th Street Grant: \$50,000 Match: \$0	Application Submitted 08/31/2023	Funding Decision in May 2024
Resilient Florida	Sadowski Causeway Bridge Grant: \$422,711 Match: \$422,711	Application Submitted 09/01/2023	Funding decision in March 2024

Current and pending Grants for 2024

Florida Department of Environmental Protection - FDEPT Grants

Grant Manager David Taylor

- **NS099 (Stormwater Project Phase 2A)** is currently in the process of reimbursement and will have completely drawn its balance down to \$0.00. We have received 1 reimbursement for this project as indicated on the Payment Request Summary form in the amount of \$190,800.00. A 2 payment request was submitted on 12/21/2023 in the amount of \$21,200.00 for a total reimbursement request of \$212,000.00.

- **LPA0311 (Stormwater Project 9th to 12th Street)** has a balance of \$2,600,000.00. A first payment request has been made for the October-December 2023 quarterly report in the amount of \$65,500.00.

Grant Manager Sarah Louissaint

- **LPA0448 (10th Street Swales & Injection Wells)** has an unspent balance of \$461,105.

Division of Emergency Management Grant

Grant Manager Laura Dhuwe

- **H1033 Dry Floodproofing** \$8,100.00 – Match: \$900.00 - approved

Florida Recreation Development Assistance Program - FRDAP Grants

Grant Manger RMPK Funding

- **8th Street Park** – Playground Equipment
Project complete – closeout in progress
- **A24071 1st Street Park** – Shading ... \$50,000.00 – match: \$0 - Funded and executed
- **Sunset Park** – New Picnic Facilities, Landscaping/Erosion Control, Beach Access, \$50,000.00 – match: \$0 - **Funding decision in May 2024**
- **7th Street** – Tennis Courts - \$50,000.00 – match: \$0 - **Funding Decision in May 2024**

Resilient Florida:

Grant Manger RMPK Funding

- **FRP63 City Hall Financing** – Unspent balance of \$2,282,859.28 – Match: \$4,431,432.72 **Expiration 09/30/2026**
- **Sadowski Causeway**– Grant \$422,711, Match: 422,711 – **Funding Decision in March 2024**

FDOT

- **FDOT Transportation Alternatives 2024 Application**

January, 2024, Code Enforcement Department Report

A. From a patrol perspective, I wrote fewer Citations during December than last year. The rental community remains relatively quiet even though winter season is here. Nonetheless, the island does not yet feel fully occupied.

B. As for sewer inspections, as of November, 2023, there were 25 properties subject to the first month's fine of \$50.00, applied November 8. As of December 11, 2023, there are 16 properties remaining subject to the second \$50.00 monthly fine was applied. There are now only 11 properties that received the \$200.00 fine in month 3 beginning January, 2024. There were 6 "failed" inspection reports in total and all are working on remediation.

C. I and the Building Department continue to uncover more complex violation investigations for building without a permit, and new cases continue to be filed. Several of these projects implicate FEMA/Flood Zone Management regulations and compliance, and two of these cases went to a Special Magistrate hearing on November 8, 2023. The Special Magistrate was well-advised of the FEMA/Flood Zone Management regulations and easily issued Orders for compliance that incorporated specific language for FEMA compliance as requested by the Building Department. Additional cases were heard on December 13, 2023, and the same specific language for FEMA compliance was ordered.

D. In the next evolution I and the Building Department will be focusing on accountability for contractors who perform work with a Permit because every legitimate, licensed contractor should be well aware of the Permit rules and should not operate without one. Contractor misconduct is putting our constituents in harm's way.

E.. My recent focus on short-term rental properties renting without a license that did not renew for 2023-2024 resulted in numerous properties paying fines for this violation, and all properties are now up to date.

F In response to the Commission concerns, and recent constituent complaints, the City remains focused on job site work hours, cleanliness and maintenance, contractor registration, rules and regulations, and permit posting. A rules and regulations Notice is being issued with every new building permit for contractor education, and a similar version will also be laminated and posted at each job site. I (and hopefully the KCB PD) am also interdicting the many commercial vehicles illegally and hazardously parked, including facing the wrong way in the lane of travel in violation of Florida law, and commonly on the public roadway instead of available parking areas and driveways. Compliance is still hit or miss.

G. The Richard B. Harper case, 680 11th Street, went to a hearing on October 11, 2023, for enforcement of the first Board Order, and work without a permit and work in violation of a stop work order. Harper is also living on this property without a Certificate of Occupancy. The court issued an Order on December 4, 2023, fully in support of the City's position, that is finding Harper in violation, setting fines, barring him from living in his property until a Certificate of Occupancy is issued, and detailing the required steps for compliance. Nonetheless, Harper remains occupying his property in violation of this Order. Further code enforcement action will be forthcoming.

City of Key Colony Beach
Dave Turner Payout

Hourly Wage	\$ 61.54	
vacation pay	-4.39 hours	\$ (270.16)
sick pay	174.68 hours	\$ 10,749.81
8 weeks severance	<u>320 hours</u>	<u>\$ 19,692.80</u>
		\$ 30,172.45

COST PROPOSAL FOR PROFESSIONAL SERVICES



Date: January 11, 2024

To: City of Key Colony Beach

600 W. Ocean Drive
P.O. Box 510141
Key Colony Beach, FL 33051-0141

Attention: Silvia Gransee
City Clerk

Project: 2024 FDEP Stormwater Grant Administration

File No.: 2024-019

Description of Services: Grant program administration services for two FDEP stormwater projects (LPA0311 and LPA0448).

Compensation: Compensation shall be for the sum of four thousand, five hundred and zero cents. (\$4,500).

Upon your acceptance, a signed copy of this form will serve as your written authorization to proceed with the description of services as noted above.

Thank you very much for this opportunity to be of service to the City of Key Colony Beach

RMPK Funding

By: _____

Ryan A. Ruskay
President

A handwritten signature in black ink, appearing to be "RR", written over a horizontal line.

Date: January 11, 2024

APPROVED BY City of Key Colony Beach

By: _____

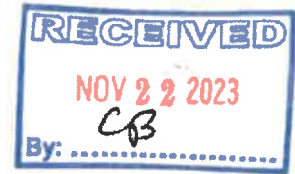
Silvia Gransee
City Clerk

Date: _____

Scope of Services

Grant Management Services

- Act as a liaison between the City and Granter.
- Compile, prepare, and submit the necessary commencement and pre-reimbursement documents.
- Prepare and submit quarterly or semi-annual status reports.
- Compile, prepare, and submit grant closeout documentation.
- Prepare and submit reimbursement packages and coordinate with the City and the Granter to ensure the accuracy and timeliness of the reimbursement of funds to the community.
- Handle all amendments, requests for time extensions and other situations involving the grant project and its successful completion.
- Coordinate and attend at least one meeting per quarter with City staff for grant management updates.



CITY OF KEY COLONY BEACH

ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK
PO Box 510141
CITY OF KEY COLONY BEACH, FL 33051
TELEPHONE: (305) 289-1212
WEB: WWW.KEYCOLONYBEACH.NET

☒ NEW APPLICATION ☐ RE-APPLICATION

- ☐ BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates,)
☒ PLANNING & ZONING BOARD (2-Year Term; 5 Members, 2 Alternates)
☐ RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
☒ UTILITY BOARD (1-Year Term; 5 Members, 2 Alternates)

Name: GILBERTSON Gilbert O.
(Last) (First) (Middle)

Address: [REDACTED]

Key Colony Beach FL 33051

Mailing Address (if different): PO Box [REDACTED]

Key Colony Beach FL 33051

Business Address: N/A

Occupation: Retired

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?

☒ Yes ☐ No

• If yes, how long have you resided in the City of Key Colony Beach? 20 YR

Do you own property in the City of Key Colony Beach?

☒ Yes ☐ No

Are you a Registered Voter in the City of Key Colony Beach?

☒ Yes ☐ No

Please rank your board preference(s): 1. PLANNING ZONING
2. UTILITY
3. _____

Have you ever served on a volunteer board or in a volunteer capacity before? ☒ Yes ☐ No

If yes, please indicate name of board and dates of service. Volunteer at Dolphin
Research Ctr 2004 to PRESENT

Why would you like to serve on this board? Utility Board is
instrumental in protecting our City ENVIRONMENT.
Planning Board controls growth and development
I WANT TO BE INVOLVED IN KEEPING KCB A FINE COMMUNITY.

What special skills would you bring to this position? PLANNING BOARD ATTORNEY
for Upper Township NJ 1974 - 1984 Municipal
Judge Upper Township NJ 1995-2003

Please list fields of work experience: ATTORNEY (NJ Licensed)
Built 2 homes for my family. Extensive
Remodeling experience.

List any licenses and/or degrees (optional): BS. science teacher Rutgers
J.D. Seton Hall University; Municipal
Judge Upper Township, NJ.

Local References (Please list 3):

1. CATHY CHARKE [REDACTED]
2. CHERYL BAKER Marathon FL [REDACTED]
Sheri Pieloch
3. Director Volunteers Dolphin Research CTR. Grassy Key [REDACTED]

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? ☐ Yes ☒ No

If yes, please explain: _____

Signed: _____

C. Cantson

Date: _____

Nov 21, 2023

SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 nd Tuesday of each month	10:00 am
Planning and Zoning Board*	3 rd Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board	3 rd Tuesday of each month	9:30 am

*These boards are subject to Financial Disclosure.

Submit application to:

Silvia Gransee
City Clerk
City of Key Colony Beach
PO Box 510141
Key Colony Beach, FL 33051

OR

Cityclerk@keycolonybeach.net

CITY OF KEY COLONY BEACH ADVISORY BOARD & VOLUNTEER COMMITTEE MEMBER APPLICATION

Acknowledgments:

1. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: GILBERT GILBERTSON

Signature: 

Date: 11/21/23



CITY OF KEY COLONY BEACH

ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK
PO Box 510141
CITY OF KEY COLONY BEACH, FL 33051
TELEPHONE: (305) 289-1212
WEB: WWW.KEYCOLONYBEACH.NET

☒ NEW APPLICATION ☐ RE-APPLICATION

- ☒ BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates)
☐ PLANNING & ZONING BOARD (2-Year Term; 5 Members, 2 Alternates)
☒ RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
☒ UTILITY BOARD (1-Year Term; 5 Members, 2 Alternates)

Name: TURGEON JOSEPH T
(Last) (First) (Middle)

Address: [REDACTED] KCB

Mailing Address (if different): _____

Business Address: N/A

Occupation: Retired Business Owner

Home/Cell Ph: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?

☒ Yes ☐ No

• If yes, how long have you resided in the City of Key Colony Beach? 12 years

Do you own property in the City of Key Colony Beach?

☒ Yes ☐ No

Are you a Registered Voter in the City of Key Colony Beach?

☒ Yes ☐ No

Please rank your board preference(s):

2. Recreation Committee
1. Utility Board
3. Bonification

Have you ever served on a volunteer board or in a volunteer capacity before? ☒ Yes ☐ No

If yes, please indicate name of board and dates of service.

Cleveland Chemical Association (1990-2000) Cleveland Entrepreneurs

Why would you like to serve on this board?

I would like to help the city

What special skills would you bring to this position?

Chemical Engineer
Founded what is now a large company
Organized Sunset Singers + 7 meter Bridge run

Please list fields of work experience:

Chemical Engineer +
Management with Dupont started Zachary
a 15-20 million \$ a year company

List any licenses and/or degrees (optional):

Local References (Please list 3):

1. Joey Rasge
2. Kris DiGiuseppe
3. Peter Schliep

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? ☐ Yes ☐ No

If yes, please explain: I live here 6-7 months but can be remote contributor.

Signed: Joseph Turgem Date: 11-22-23

SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 nd Tuesday of each month	10:00 am
Planning and Zoning Board*	3 rd Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board	3 rd Tuesday of each month	9:30 am

*These boards are subject to Financial Disclosure.

Submit application to:

Silvia Gransee
City Clerk
City of Key Colony Beach
PO Box 510141
Key Colony Beach, FL 33051

OR

Cityclerk@keycolonybeach.net

CITY OF KEY COLONY BEACH ADVISORY BOARD & VOLUNTEER COMMITTEE MEMBER APPLICATION

Acknowledgments:

1. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: JOSEPH TURGEON

Signature: Joseph Turgeon

Date: 11-22-23



CITY OF KEY COLONY BEACH
ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK
PO Box 510141
CITY OF KEY COLONY BEACH, FL 33051
TELEPHONE: (305) 289-1212
WEB: WWW.KEYCOLONYBEACH.NET

☒ NEW APPLICATION ☐ RE-APPLICATION

- ☒ BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates)
☒ PLANNING & ZONING BOARD (2-Year Term; 5 Members, 2 Alternates)
☒ RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
☒ UTILITY BOARD (1-Year Term; 5 Members, 2 Alternates)

Name: COLONELL DOUGLAS LEONARD
(Last) (First) (Middle)

Address: [REDACTED]

KEY COLONY BEACH FL 33051

Mailing Address (if different): [REDACTED]

Business Address: [REDACTED]

Occupation: BUILDER

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?

☒ Yes ☐ No

- If yes, how long have you resided in the City of Key Colony Beach? _____

Do you own property in the City of Key Colony Beach?

☒ Yes ☐ No

Are you a Registered Voter in the City of Key Colony Beach?

☒ Yes ☐ No

Please rank your board preference(s): 1. PLANNING + ZONING BOARD
2. IDENTIFICATION
3. UTILITY BOARD

Have you ever served on a volunteer board or in a volunteer capacity before? ☒ Yes ☒ No

If yes, please indicate name of board and dates of service. Kelly Post Foundation
1989-1996

Why would you like to serve on this board? I WANT TO CONTRIBUTE TO MY
COMMUNITY. I WANT TO SEE KCB PROPER AND
CONTINUE TO BE A WONDERFUL COMMUNITY

What special skills would you bring to this position? EXECUTIVE DECISION MAKING,
CONTRACTS, NEGOTIATION - COMMERCIAL BUILDING EXPERIENCE.

Please list fields of work experience: CONSTRUCTION, BUSINESS BACKGROUND,
EXECUTIVE MANAGEMENT

List any licenses and/or degrees (optional): _____

Local References (Please list 3):

1. FRED FOSTER
2. JOE RISPE
3. MICHELLE KOBAY

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? ☐ Yes ☒ No

If yes, please explain: _____

Signed: _____

Date: 11/27/23

SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 nd Tuesday of each month	10:00 am
Planning and Zoning Board*	3 rd Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board	3 rd Tuesday of each month	9:30 am

*These boards are subject to Financial Disclosure.

Submit application to:

Silvia Gransee
City Clerk
City of Key Colony Beach
PO Box 510141
Key Colony Beach, FL 33051

OR

Cityclerk@keycolonybeach.net

**CITY OF KEY COLONY BEACH ADVISORY BOARD
& VOLUNTEER COMMITTEE MEMBER APPLICATION**

Acknowledgments:

1. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: DOUGLAS L. COUNELL

Signature: 

Date: 11/22/23



CITY OF KEY COLONY BEACH

ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK
PO BOX 510141
CITY OF KEY COLONY BEACH, FL 33051
TELEPHONE: (305) 289-1212
WEB: WWW.KEYCOLONYBEACH.NET

☒ NEW APPLICATION ☐ RE-APPLICATION

- ☒ BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates,)
☐ PLANNING & ZONING BOARD (2-Year Term; 5 Members, 2 Alternates)
☐ RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
☐ UTILITY BOARD (1-Year Term; 5 Members, 2 Alternates)

Name: Kohl Mary E
(Last) (First) (Middle)

Address: [REDACTED]

Mailing Address (if different): _____

Business Address: _____

Occupation: Retired. Part time business

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED] email preferred over US mail

Do you reside within the City limits?

☒ Yes ☐ No

- If yes, how long have you resided in the City of Key Colony Beach? since 2002

Part time since 2002 when working, 7+ mo/yr now

Do you own property in the City of Key Colony Beach?

☒ Yes ☐ No

Are you a Registered Voter in the City of Key Colony Beach?

☐ Yes ☐ No

I was until Dec 2022, and new application will be pending as of today

Please rank your board preference(s): 1. Beautification
2. Will consider other if need arises
3. _____

Have you ever served on a volunteer board or in a volunteer capacity before? ☒ Yes ☐ No

If yes, please indicate name of board and dates of service. Marathon Yacht Club Educational Fdn.

Approx 2019-2021, on Board year beginning 2020. Reference. CM Bishop 305-395-0439

Why would you like to serve on this board? I love this City. I have enjoyed volunteering to work on City gardens.

I learned a need exists and I would like to contribute more.

What special skills would you bring to this position? A desire to be part of group that makes a positive impact.

I am a hard worker. Past service on two condominium boards.

Board Member and Managing Partner of a law firm.

Please list fields of work experience: Litigation Attorney. Hearing Examiner for a Native Amer. Tribal Council.

Prev. High School Biology Teacher

List any licenses and/or degrees (optional): _____

BA Univ. of Minnesota, Life Science (Biology) and Secondary Education

JD With Distinction, William Mitchell Sch. of Law, St Paul, MN

Local References (Please list 3):

1. Sandy Bachman
2. CM Bishop
3. Janie Byland

Would you have a problem with the meeting dates and times for the board/agency for which you are applying? ☒ Yes ☒ No

If yes, please explain: I may be in MN from May to Sept, or back-and-forth, but would be available by phone if that is allowed.

Signed: Mary E Kohl Date: Jan. 8, 2024

SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 nd Tuesday of each month	10:00 am
Planning and Zoning Board*	3 rd Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board	3 rd Tuesday of each month	9:30 am

*These boards are subject to Financial Disclosure.

Submit application to:

Silvia Gransee
City Clerk
City of Key Colony Beach
PO Box 510141
Key Colony Beach, FL 33051

OR

Cityclerk@keycolonybeach.net

CITY OF KEY COLONY BEACH ADVISORY BOARD & VOLUNTEER COMMITTEE MEMBER APPLICATION

Acknowledgments:

- I. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: MARY E KOHL

Signature: Mary E Kohl

Date: January 8, 2024



**CITY OF KEY COLONY BEACH
Contract for Legal Services**

This Contract entered into this _____ day of _____, 202~~4~~³, with an *effective date of January 18, 2024* between **DIRK M. SMITS, ESQUIRE**, Individually, and on behalf of **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3rd Floor, Islamorada, FL 33036 (herein called “The Firm”), and the **CITY OF KEY COLONY BEACH, FLORIDA** (herein called “City”).

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall remain in force for the period of ONE (1) year, beginning **January 18, 2024** to **January 18, 2025** after which one (1) additional one year option is available with the mutual consent of both parties. Section three (3) may be renegotiated after ONE (1) year and is subject to budget review.

2. THE FIRM'S SERVICES

The Firm agrees to provide the following services:

- A. Furnish to the City of Key Colony Beach legal services, providing the City Commission with legal advice and opinions, representation of City and City personnel in legal matters concerning the City, making recommendations to the City Commission regarding legal issues, and performing all other legal services the City may require.
- B. Maintain accessibility and availability to all City Commissioners, City Administrator and executive staff on an “on call” basis.

- C. Attendance at City meetings, special meetings, budget meetings and any other public meetings as approved by the City Administrator or as required by law. These meetings will be attended by Dirk M. Smits, or other members of The Firm as may be requested or approved by the City.
- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.

3. LEGAL SERVICES

The Firm's hourly rate for services shall be **\$205.00** per hour for attorneys with five (5) plus years of experience and **\$195.00** for attorneys with less than five (5) years of experience. Paralegals shall be paid at **\$130.00** per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to the City on a monthly basis. No payment shall be due until City verifies that all services for which payment has been requested have been fully and satisfactorily performed. Yearly-Quarterly compensation not to exceed \$30125,000.00 without express prior written authorization from the City Commission. A separate budget will be required to address fees associated with potential litigation arising from City related business, this budget will be discussed and then approved by the City Commission on a case-by-case basis. The Firm will be providing an analysis of cost recovery for code enforcement cases.

The aforementioned hourly rates will not apply for travel to and from and attendance at Regular City meetings, Planning and Zoning Meetings, Code Board Meetings, Utility Board Meetings, workshops, Emergency meetings, Budget meetings, Audit meetings and any other meetings of the City Commission. Mileage to and from meetings will be billed in accordance with 112.061 Fla. Stat. The Firm will provide unlimited phone calls with City Commissioners at no cost.

4. COMPLIANCE WITH LAWS AND POLICIES

- A. The Firm shall comply with all current City policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.
- B. It is anticipated that a future need for the law firm's services will or may be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for the City in addition to the services pursuant to this contract.

5. TERMINATION

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days' notice to the other party during which time services will be maintained.

6. ASSIGNMENT

Neither the Firm nor City may assign or transfer any interest in this Agreement without the prior written consent of both parties.

7. AMENDMENT

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City Commission.

8. INDEMNIFICATION, GOVERNING LAW AND VENUE

The Firm shall indemnify and hold harmless City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by City in defending or compromising actions brought against it arising out of or related to the acts or omissions of The Firm, its agents, employees or officers in the provision of services or performance of duties by The Firm pursuant to this Agreement.

The Parties agree to attend mediation prior to any further legal proceeding for any dispute regarding this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

9. REPRESENTATIONS AND WARRANTIES

The Firm represents and warrants to City, upon execution and throughout the term of this Agreement that;

- 1) The Firm is not bound by any agreement or arrangement which would preclude it from entering, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

10. CONFIDENTIALITY

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or after the term of this Agreement, disclose

to any third party, except where permitted or required by law or where such disclosure is expressly approved by City in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all City policies regarding the confidentiality of such information.

11. INSURANCE

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firms' expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to City and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to City. The Firm shall provide City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify City immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of _____ 202~~4~~³.

CITY OF KEY COLONY BEACH

By: _____

Print Name

Date

Title

Dirk M. Smits, B.C.S.

Date

Title



CITY OF KEY COLONY BEACH
Contract for Legal Services

This Contract entered into this _____ day of _____ **2024**, with an *effective date of January 18, 2024* between **DIRK M. SMITS, ESQUIRE**, Individually, and on behalf of **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3rd Floor, Islamorada, FL 33036 (herein called “The Firm”), and the **CITY OF KEY COLONY BEACH, FLORIDA** (herein called “City”).

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The aforementioned hourly rates will not apply for travel to and from and attendance at Regular City meetings, Planning and Zoning Meetings, Code Board Meetings, Utility Board Meetings, workshops, Emergency meetings, Budget meetings, Audit meetings and any other meetings of the City Commission. Mileage to and from meetings will be billed in accordance with 112.061 Fla. Stat. The Firm will provide unlimited phone calls with City Commissioners at no cost.

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- A. The Firm shall comply with all current City policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.
- B. It is anticipated that a future need for the law firm's services will or may be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for the City in addition to the services pursuant to this contract.

5. **TERMINATION**

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days' notice to the other party during which time services will be maintained.

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7. AMENDMENT

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8. INDEMNIFICATION, GOVERNING LAW AND VENUE

The Firm shall indemnify and hold harmless City from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by City in defending or compromising actions brought against it arising out of or related to the acts or omissions of The Firm, its agents, employees or officers in the provision of services or performance of duties by The Firm pursuant to this Agreement.

The Parties agree to attend mediation prior to any further legal proceeding for any dispute regarding this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

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- 1) The Firm is not bound by any agreement or arrangement which would preclude it from entering, or from fully performing the services required under the Agreement;
- 2) None of The Firm's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- 3) The Firm and The Firm's agents, employees and officers have, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for The Firm to perform the functions, assigned to him or her in connection with the provisions of the Agreement.

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The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or after the term of this Agreement, disclose

to any third party, except where permitted or required by law or where such disclosure is expressly approved by City in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all City policies regarding the confidentiality of such information.

11. INSURANCE

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firms' expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to City and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to City. The Firm shall provide City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify City immediately of any material change in any insurance policy required to be maintained by The Firm.

12. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of _____ 2024.

CITY OF KEY COLONY BEACH

By: _____

Print Name

Date

Title

Dirk M. Smits, B.C.S.

Date

Title

**INTERLOCAL AGREEMENT
BETWEEN
MONROE COUNTY, FLORIDA
AND THE
CITY OF KEY COLONY BEACH, FLORIDA
FOR
MUNICIPALITIES ROADWAY VULNERABILITY ANALYSIS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 31st day of January 2024, pursuant to Section 163.01, Florida Statutes, between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 ("County"), and the City of Key Colony Beach, Florida, a municipal corporation of the State of Florida ("CITY"). The County and CITY are hereinafter collectively referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the County and the CITY are authorized to enter into this Agreement and implement its provisions pursuant to Section 163.01, Florida Statutes, as amended, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with each other for mutual advantage and to provide services and facilities in a manner and pursuant to forms of governmental organization that accords best with geographic, economic, and other factors influencing the needs and development of local communities; and

WHEREAS, in 2019 Monroe County issued a Request for Proposals (RFP) seeking proposals from experienced firms interested in providing professional services for a roads vulnerability analysis and capital plan for the County and the municipalities ("Project"); and

WHEREAS, light imaging distance and ranging (LiDAR) data already collected by the COUNTY on behalf of the municipalities will be used in the engineering analyses and for conceptual designs; and

WHEREAS, Monroe County has agreed to manage the work ("Work") conducted during this Project, and the roadway vulnerability analysis will only be conducted on roads within the four municipalities of Islamorada, Key Colony Beach, Layton, and Marathon and the road elevation data collected during this project will be added to LiDAR data collected in Monroe County previously. The expenditure of public funds therefore serves a public purpose because the work conducted will provide necessary survey data for road elevation planning in the five municipalities to address sea level rise issues; and

WHEREAS, the roadway vulnerability analysis Work for the CITY is projected to cost \$42,277.33; and

WHEREAS, it is necessary for the Parties to enter into this Agreement in order to spell out the rights and responsibilities of the Parties under this Agreement including the financial responsibilities to pay for Work associated with this Project.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is acknowledged by both of the Parties, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereto agree as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are hereby incorporated in this Agreement by reference.

SECTION 2. TERM AND TERMINATION.

The term of this Agreement shall run from the date on which the Agreement is executed by all of the Parties ("Effective Date") and shall continue in full force and effect until the Parties have satisfied all of their obligations under this Agreement, unless terminated sooner as provided herein ("Term"). This Agreement is subject to annual appropriation by the governing boards of each of the Parties.

In the event that funding from any source used to pay for the Work is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement but prior to completion of the Agreement, the County may terminate the Agreement, subject to renegotiation under new funding limitations and conditions.

SECTION 3. RESPONSIBILITIES OF THE PARTIES.

A. Each Party to this Agreement shall designate an individual who may be designated by title or position to oversee and administer the Party's participation in this Agreement. The Parties' initial Administrators shall be the following individuals:

For Monroe County:

Rhonda Haag
Director Sustainability and Projects
102050 Overseas Highway, Ste. 246
Key Largo, FL 33037
Bus: (305) 453-8774
Haag-rhonda@monroecounty-fl.gov

For the CITY:

Mayor Joey Raspe
600 West Ocean Drive
Key Colony Beach, FL 33051
Tel: (305) 289-1212 #2
Mayor@keycolonybeach.net

Either Party may change its Administrator at any time by delivering written notice of such Party's new Administrator to the other Party.

B. The Scope of Services for Work to be performed for this Project is as shown in the HDR Amendment 8 attached as **Exhibit A** to this Agreement by entering into this Agreement; each Party agrees that it will comply with all terms and conditions.

C. Monroe County has overall responsibility for direction of any Work for the Project. If at any time, any CITY member directs work to be performed by either contractor on the Project, the CITY shall be responsible for full payment of that Work, including if necessary, reimbursement to the County for such Work. The County shall provide the deliverables to each CITY indicating the Work that has been performed. The County shall have sole responsibility for direction of Work performed under this Project.

D. The project period under this Agreement is two years. The total budget for the Project is \$942,257.88. The CITY's share of the Project is Forty Two Thousand Two Hundred Seventy Seven and 33/100 Dollars (\$42,277.33). The total budget is split amongst the municipalities as shown below:

MUNICIPALITY	STREET ELEVATION PLANNING
Islamorada	\$416,768.84
Layton	\$ 12,079.86
Marathon	\$471,131.85
Key Colony Beach	\$ 42,277.33
TOTAL	\$942,257.88

E. After issuance of the RFP for the roadway vulnerability analysis and capital plan services and receipt of proposals submitted by vendors in response to the RFP, the County hired HDR Engineering, , Inc. as the contractor ("Contractor") to perform the work required for the Project. Throughout the Term of this Agreement, the Contractor will submit invoices to the County, with copies to the Cities, for the Work performed, up to the amounts shown in Exhibit A. The invoice shall show a breakdown of Work performed in the CITY.

F. Following receipt of the invoice from the Contractor, the County shall make payment to the Contractor in accordance with the Florida Local Government Prompt Payment Act and shall submit a reimbursement claim to the Agency for reimbursement of any eligible invoice costs in accordance with terms and conditions of any applicable grants.

G. Within ten (10) calendar days following receipt of the invoice from the Contractor, the CITY shall provide an electronic funds transfer (EFT) to deposit funds with the County in an amount necessary to pay 100% of amount of the invoice for Work performed in the CITY.

H. Within ten (10) days following receipt by the County of the eligible reimbursement costs from the Agency, the County will issue the approved reimbursement amount to the CITY by electronic funds transfer.

I. The CITY's obligation to pay is not conditioned upon the receipt of any grants. The CITY has an independent obligation to pay for all agreed-upon Work from any and all lawful available funding sources. CITY

J. By entering into this Agreement, each Party certifies that it registers with and uses the E-Verify system for applicable employees, contractors and subcontractors, as required by F.S. 448.095 and federal Executive Order 13465.

SECTION 4. RECORDS – ACCESS AND AUDITS.

A. Both Parties shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this agreement or for a period of three (3) years from the date of submission of the final expenditure report in accordance with 2 CFR § 200.333, whichever is greater. Each Party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other Party to this Agreement for public records purposes during the term of the Agreement and for four (4) years following the termination of this Agreement. If an auditor employed by the County determines that monies paid to the CITY pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CITY shall repay the monies together with interest calculated pursuant to Sec. 55.03, of the Florida Statutes, running from the date the monies were paid by the County.

B. The Parties shall allow public access to all records subject to the provisions of Chapter 119, Florida Statutes, and the Constitution of the State of Florida and which have been made or received by either Party in conjunction with this Interlocal Agreement.

SECTION 5. NONDISCRIMINATION.

The Parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any Party, effective the date of the court order. The Parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 6. GOVERNING LAW, VENUE.

The laws of the State of Florida shall govern this Agreement. Any lawsuit to enforce the terms and conditions of this Agreement must be brought in Monroe County, Florida.

SECTION 7. SEVERABILITY.

If any provision or part of a provision of this Agreement is found by a court or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Agreement and the remaining provisions to continue in full force and effect. The Parties shall, in this event, seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

SECTION 8. CODE OF ETHICS.

The Parties agree that officers and employees of the CITY and County required to comply with the standards of conduct for public officers and employees as delineated in Section 112.311, et seq., Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

The County and CITY each warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Each Party further warrants that it has not employed, retained or otherwise had act on its behalf any former county officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 as amended by Ordinance 020-1990 or any county officer or employee in violation of Section 3 of Ordinance No. 010-1990. For the breach or violation of the provision, each Party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 9. AUTHORITY TO EXECUTE, EXECUTION IN COUNTERPARTS, EXECUTION BY ELECTRONIC SIGNATURES.

The persons signing below represent and warrant that each possesses the requisite authority to execute this Agreement and to bind his respective entity through his signature. This Agreement may be signed in counterparts. In accordance with Monroe County Ordinance No. 005-2018, an electronic signature is equally valid as a hard copy or wet signature.

SECTION 10. NOTICE.

Whenever any Party desires to give notice to the other, it must be given by written notice, either by registered first class U.S. mail, return receipt requested, or by certified mail, and sent to:

For the County:
Roman Gastesi
Monroe County Administrator
1100 Simonton St.
Key West, FL 33040

For the CITY:
Mayor Joey Raspe
City of Key Colony Beach
P.O.Box 510141, 600 W.Ocean Drive
Key Colony Beach, FL 33051-0141

SECTION 11. ENTIRETY OF AGREEMENT. This Agreement constitutes the entire agreement between the County and the CITY, and supersedes all proposals, prior agreements, and all other communication between the Parties in relation to the subject matter covered by this Agreement. Except as otherwise provided herein, no revision, amendment or modification of this Agreement shall be effective unless reduced to writing and executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

(SEAL)
Attest: KEVIN MADOK, CLERK

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

By: _____
As Deputy Clerk
Date:

By: _____
Holly Raschein, Mayor

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS ONLY:


CYNTHIA L. HALL, ASSISTANT COUNTY ATTORNEY

(SEAL)
Attest: Silvia Gransee, CITY CLERK

CITY OF KEY COLONY BEACH

By: _____
Date:

By: _____
Mayor

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

DIRK SMITS, CITY ATTORNEY

EXHIBIT A

**AMENDMENT NO. 8 TO THE
SEA LEVEL RISE VULNERABILITY ANALYSIS AND PLANNING CONTRACT
FOR
COUNTY MAINTAINED ROADS INFRASTRUCTURE ADAPTATION
WITH
HDR ENGINEERING INC.
FOR MUNICIPAL PLANNING WORK**

**AMENDMENT NO. 8
TO THE AGREEMENT
FOR
SEA LEVEL RISE VULNERABILITY ANALYSIS AND PLANNING
FOR COUNTY MAINTAINED ROADS INFRASTRUCTURE ADAPTATION
BETWEEN
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
HDR ENGINEERING INC.**

This AMENDMENT NO. 8 ("Amendment") is made and entered into this ____ of ____, 2023 to that Agreement dated May 22, 2019 as amended November 17, 2020 under Amendment No. 1, April 21, 2021 under Amendment No. 2, and November 17, 2021 under Amendment No. 3, June 15, 2022 under Amendment No. 4, October 19, 2022 under Amendment No. 5, June 21, 2023 under Amendment No. 5A/5B, June 21, 2023 under Amendment No. 6, and November 8, 2023 under Amendment No. 7 (cumulatively, "Agreement"), by and between Monroe County "COUNTY," and HDR Engineering, Inc. "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY recognized the need for immediate, coordinated, and visionary action to address the impacts of a changing climate and ensure the COUNTY provides for resilience for its more than 300 miles of roads infrastructure; and

WHEREAS, the recommendation for a Roads Adaptation Plan is *Green Keys* item 2-14, which specifies that the County shall conduct a County-wide roads analysis to identify near-term roads subject to inundation risk, including nuisance flooding, and that include related green infrastructure where appropriate; and

WHEREAS, on May 22, 2019, the parties entered into the Agreement, so that the CONSULTANT could provide professional services for vulnerability analysis on roadways in the unincorporated Monroe County; and

WHEREAS, the comprehensive County wide roads analysis extends beyond the County maintained roadways and in collaboration with the Village of Islamorada, City of Marathon, City of Layton, and City of Key Colony Beach, a continuation of the Roadway Vulnerability Analysis and Adaptation Plan is to provide consistency and fulfill the County's long term goals; and

WHEREAS, the parties wish to amend the Agreement in order to cover services to be provided by the Consultant for the Roadway Vulnerability Analysis and Adaptation Plan in the municipalities of Islamorada, Marathon, Layton, and Key Colony Beach; and

WHEREAS, under the terms of this Amendment No. 8, the Consultant shall conduct the Roadway Vulnerability Analysis and Adaptation plan for 156 miles of locally maintained roads within the four municipalities; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONSULTANT agree as follows:

1. Articles 2.1, 7.1, and 7.2.1 in the AGREEMENT are amended as follows:

ARTICLE II SCOPE OF BASIC SERVICES

2.1 DEFINITION

CONSULTANT'S revised Scope of Basic Services consist of those described in attached **Exhibit A-8**. The CONSULTANT shall commence work on the services provided for in this Amendment promptly upon his receipt of a written notice to proceed from the COUNTY.

ARTICLE VII COMPENSATION

7.1 PAYMENT SUM

The COUNTY shall pay the CONSULTANT for the CONSULTANT'S performance of this Amendment No. 8 an amount not to exceed Nine Hundred Forty-Two Thousand Two Hundred Fifty-Seven Dollars and Eighty-eight Cents (\$942,257.88). The total Agreement is not to exceed \$3,105,132.90, which includes the lump sum amount and time and materials amount of \$2,915,965.72 for Required Services and an amount not to exceed \$189,167.18 for Optional Services. The Contract Sum shall not exceed this amount unless amended by formal approval of the Monroe County BOCC. No charges shall be incurred by the County other than products or services that were ordered, provided and agreed upon by the COUNTY.

7.2 PAYMENTS

7.2.1 For its assumption and performances of the duties, obligations and responsibilities set forth herein, the CONSULTANT shall be paid according to the revised **Deliverable Schedule** attached as **Exhibit B-8**, and according to the Florida Local Government Prompt Payment Act, Section 218.70, Florida Statutes. Payments will be lump sum or time and materials, as indicated in Exhibit B-8. Partial payments of tasks and deliverables shall be allowed for any item over \$5,000. The Provider shall submit to the COUNTY an invoice with supporting documentation in a form acceptable to the Clerk. Acceptability to the Clerk is based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds. The Sustainability Director will review the request, note her approval on the request and forward it to the Clerk for payment.

7.2.2 Exhibits A-8 and B-8 attached to this Amendment are added to the Agreement.

7.2.3 All other provisions of the AGREEMENT dated the 22nd day of May, 2019 and amended November 17, 2020, April 21, 2021, November 17, 2021, June 15, 2022, October 19, 2022, June 21, 2023, and November 8, 2023 not inconsistent herewith, shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the day and year first above written.

(SEAL)
Attest: KEVIN MADOK, Clerk

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

By: _____
As Deputy Clerk

By: _____
Mayor Holly Raschein

Date: _____

(Seal)
Attest:

HDR ENGINEERING, INC.

BY: _____
Title: _____

By: _____
Title: _____

EXHIBIT A-8
Monroe County Roadway Vulnerability Analysis and Capital Plan
Monroe County Municipalities Roadway Vulnerability Analysis
Scope of Services
REVISED: April 11, 2023

The following tasks are added through this Amendment. All other tasks from Exhibit A in the original Agreement as well as Exhibits A-1, A-2, A-3, A-4, A-5, A5A/A5B, A-6, and A-7 in prior amendments remain unchanged.

The Roadways Vulnerability Analysis and Planning currently underway by Monroe County is only being performed for County-maintained roads, and not for roads maintained by the municipalities.

The scope of Amendment 8 and this Exhibit A-8 is for the provision of professional services provided by HDR engineering Inc. (HDR) for the Monroe County Municipalities Roadway Vulnerability Analysis project. There are 156 miles of locally maintained roads within the four municipalities that will be evaluated under this study. This project shall provide the Vulnerability Analysis and Planning in Islamorada, Layton, Marathon, and Key Colony Beach. The following tasks shall be conducted for each municipality that participates in the regional resilience planning activities, and a series of Technical Memorandums tailored to each municipality considering the difference in size and existing conditions will be produced throughout the schedule of the project requiring the review and approval of the Municipalities and the County. Technical Memorandums will be submitted in electronic format and will be included as part of the Final Report. The project schedule accommodates a draft technical memorandum review for one (1) iteration of comments from the Municipalities and the County and approval for final technical memorandum for the corresponding memorandum submittals.

1. Task 1:

1.1. Initial Assessment

- 1.1.1. GIS Analysis:** Using mobile LiDAR survey data to map out the present-day roadway elevation and assort the roadway segments in order of roadway elevation. Develop GIS Map using color configuration to depict the different existing roadway elevation segments, based on the LiDAR data.
 - 1.1.1.1. Develop GIS database for project starting off with documentation of LiDAR data and the 156 miles of roadway.
 - 1.1.1.2. Map out colored roadway segments (use color code configuration for segment elevations) comparing the existing road elevations with the existing mean high-water elevations.
 - 1.1.1.3. Conduct a meeting with the County and municipalities to identify immediate areas and/or roadway segments of concern related to the data, such as obvious discrepancies and also gaps in data between actual recorded

flooding locations and GIS low elevation areas as well as define parameters for screening analysis that include but are not limited to roadway elevation, proximity to ocean, existing flooding conditions based on maintenance record maps and/or citizen complaints, FEMA boundary maps, history of King Tide flooding events (NOAA CO-OPS tide stations), etc.

1.1.1.4. Develop technical memorandum

1.1.1.5.

1.1.1 Deliverables:

- Technical Memorandum for Village of Islamorada will include the description of the screening analysis process for the evaluation of the exiting ground information (LiDAR Data) and the existing mean high-water elevations to determine the critical and non-critical roadway segments among for the 69 miles of roadway.
- Technical Memorandum for the City of Layton will include the description of the screening analysis process for the evaluation of the exiting ground information (LiDAR Data) and the existing mean high-water elevations to determine the critical and non-critical roadway segments for the 2 miles of roadway.
- Technical Memorandum for the City of Marathon will include the description of the screening analysis process for the evaluation of the exiting ground information (LiDAR Data) and the existing mean high-water elevations to determine the critical and non-critical roadway segments for the 78 miles of roadway.
- Technical Memorandum for the City of Key Colony Beach will include the description of the screening analysis process for the evaluation of the exiting ground information (LiDAR Data) and the existing mean high-water elevations to determine the critical and non-critical roadway segments for the 7 miles of roadway.
- A GIS map layer will be developed that will depict all municipality roadway segments with different colors assigned based on the range of elevations and mean high water elevation clearance they fall under.

1.1.2. **Site Assessment and Condition Survey:** Includes assessment of roadway pavement conditions and assessment of the anticipated service life relative to the condition of the existing roadway surfaces. Condition data collection will be conducted using a digital imaging vehicle on the 156 miles of roadways identified throughout the study area and based upon the existing PAVER database. The Distress data will be obtained from images using PAVER Image Inspector and evaluated by experienced pavement distress raters in accordance with ASTM D6433-16 “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys”. Condition for each roadway section will be calculated in PAVER and reported in tabular and map formats. The predictive modeling function within PAVER will be used to forecast the remaining service life for each roadway section. The built-in GIS tools within PAVER will be used to create inventory and condition data for use in Desktop ArcGIS.

- 1.1.2.1. Information requests, sectioning review, data collection routing, and field prep
- 1.1.2.2. Digital imaging data collection
- 1.1.2.3. Condition surveys from collected images using ASTM D6433-16.
- 1.1.2.4. Produce current condition of roadway PAVER sections
- 1.1.2.5. Modeling of pavement service life based on current condition of each section
- 1.1.2.6. Document information in GIS with map and tabular reports
- 1.1.2.7. Develop technical memorandum.

1.1.2 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the criteria established for assessments and a table listing sections assessed with a rating of “poor, fair, and good” based on current condition for all roadway segments within the 2 miles of roadway. The results of the existing pavement assessment will be presented in tables and available through GIS maps.
- Technical Memorandum for the City of Marathon will include a summary of the criteria established for assessments and a table listing sections assessed with a rating of “poor, fair, and good” based on current condition for all roadway segments within the 78 miles of roadway. The results of the existing pavement assessment will be presented in tables and available through GIS maps.
- Technical Memorandum for Village of Islamorada will include a summary of the criteria established for assessments and a table listing sections assessed with a rating of “poor, fair, and good” based on current condition for all roadway segments within the 69 miles of roadway. The results of the existing pavement assessment will be presented in tables and available through GIS maps.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the criteria established for assessments and a table listing sections assessed with a rating of “poor, fair, and good” based on current condition for all roadway segments within the 7 miles of roadway. The results of the existing pavement assessment will be presented in tables and available through GIS maps.
- Additionally, through predictive modeling and the use of the existing pavement assessment data, a summary of the forecasted year of terminal life for each roadway segment in each municipality will presented in a table format and graphical presentation of network condition transition by year.

- 1.1.3. **Roadway Data:** Identify roadway Characteristics and functional classification. Develop generalized Typical Sections for different types of existing roadway conditions. Using available GIS and desktop data, document existing readily visible utilities, Signs, and Signals. Inventory of existing bridges with typical section and specific structural information. Define roadways by category to develop type of roadway improvements based on area and/or type of roadway.

- 1.1.3.1. Desktop and/or GIS review of the 156 miles of roadway to gather following information:
- 1.1.3.2. Typical Section (Number of lanes, shoulder/C&G, divided/undivided)
- 1.1.3.3. Utilities
- 1.1.3.4. Lighting
- 1.1.3.5. Bridges (number of lanes, number of spans, railing type, location)
- 1.1.3.6. Intersections/side streets
- 1.1.3.7. Driveways/turnouts
- 1.1.3.8. Identify Critical County/City infrastructure in the vicinity of roadway segment/location including but not limited to healthcare/hospitals, fire/rescue, airports, law enforcement/military, schools/shelters, State/Government, water/wastewater, solid waste, and worship buildings listed in the Monroe County Comprehensive Emergency Preparedness plan. Coordination with municipalities will be conducted and review of the latest Monroe County Comprehensive Emergency Preparedness plan (dated 2012) to develop a list of “Essential Services, Critical Facilities and infrastructure”. These facilities may be either emergency incident sites due to disaster impacts or could be used as emergency management support facilities.
- 1.1.3.9. Review available information from municipalities (Existing project plans, reports, right-of-way maps)
- 1.1.3.10. Geotechnical: Review and compilation of historical documents provided by the county and municipalities; documents may include geotechnical soil borings, existing underground utility plans, as built roadway records, and roadway construction drawings. Existing data limits will be documented to determine extent of coverage and develop a comprehensive exploration program to supplement available County data. US Soil Conservation Service soil maps will be developed for assistance with drainage design and supplemented with double ring infiltration (DRI) tests. The DRI tests will determine infiltration rates and will include hand auger borings to determine seasonal high-water table and existing ground water level. Soil samples will be classified in accordance to ASTM D2487 and D2488. Conduct soil borings and pavement cores for pavement designs. The exploration effort will consist of several site visits within the municipality study limits where allowable testing within the allocated timeframe and budget would be obtained.
- 1.1.3.11. Field assessment for desktop information field validation and capture additional data.
- 1.1.3.12. Document information in program GIS
- 1.1.3.13. Develop technical memorandum

1.1.3 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the existing available information provided by the municipality that lists specific geotechnical, roadway, and utility data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review and field verification of specific roadway characteristics, roadway functional classification, posted speed, typical section description,

intersections/side streets, driveway access points, Critical Facilities, and bridges for each roadway segment within the 2 miles of roadway.

- Technical Memorandum for the City of Marathon will include a summary of the existing available information provided by the municipality that lists specific geotechnical, roadway, and utility data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review and field verification of specific roadway characteristics, roadway functional classification, posted speed, typical section description, intersections/side streets, driveway access points, Critical Facilities, and bridges for each roadway segment within the 78 miles of roadway.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the existing available information provided by the municipality that lists specific geotechnical, roadway, and utility data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review and field verification of specific roadway characteristics, roadway functional classification, posted speed, typical section description, intersections/side streets, driveway access points, Critical Facilities, and bridges for each roadway segment within the 7 miles of roadway.
- Technical Memorandum for Village of Islamorada will include a summary of the existing available information provided by the municipality that lists specific geotechnical, roadway, and utility data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review and field verification of specific roadway characteristics, roadway functional classification, posted speed, typical section description, intersections/side streets, driveway access points, Critical Facilities, and bridges for each roadway segment within the 69 miles of roadway.
- All collected roadway information and inventory will be available under corresponding GIS layers.

1.1.4. **Stormwater Structures:** Collection and review of County and municipalities available data and integrating information into the GIS database. The County and municipalities are to provide GIS data that entails a layer with information and location of existing stormwater structures. Hydraulic modeling is not part of the scope for this project.

- 1.1.4.1. Desktop review of the locations identified within the 156 miles of roadway to determine type of roadside storm drain system in place and location of structures.
- 1.1.4.2. Review past designs, reports, analysis, GIS data, and studies to be provided by the municipalities.
- 1.1.4.3. Survey of downstream pipes and outfalls where information is not available.
- 1.1.4.4. Perform field surveying via RTK GPS or conventional methods when necessary, at specific locations.
- 1.1.4.5. Survey invert elevation at center of each assigned outfall structure directly or by offset at specific locations.

- 1.1.4.6. Digitally record outfall pipe diameter or dimensions
- 1.1.4.7. Field assessment for desktop information field validation and capture additional data
- 1.1.4.8. Document information in GIS
- 1.1.4.9. Develop technical memorandum

1.1.4 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the existing available information provided by the county and the municipality that lists specific stormwater data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review, survey, and field verification of stormwater facilities for each roadway segment listed in the 2 miles of roadway.
- Technical Memorandum for the City of Marathon will include a summary of the existing available information provided by the county and the municipality that lists specific stormwater data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review, survey, and field verification of stormwater facilities for each roadway segment listed in the 78 miles of roadway.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the existing available information provided by the county and the municipality that lists specific stormwater data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review, survey, and field verification of stormwater facilities for each roadway segment listed in the 7 miles of roadway.
- Technical Memorandum for Village of Islamorada will include a summary of the existing available information provided by the county and the municipality that lists specific stormwater data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review, survey, and field verification of stormwater facilities for each roadway segment listed in the 69 miles of roadway.
- All collected stormwater information and inventory will be available under corresponding GIS layers.

- 1.1.5. **Environmental Assessment:** Develop a database that covers the study limits and will first be populated with observable information obtained from desktop references such as: Google Earth aerial and street view imagery, United States Fish and Wildlife (USFWS) National Wetland Inventory (NWI) coverages, the Monroe County Canal Management Master Plan Database, and the Florida Natural Areas Index. Additionally, collection and review of municipalities available data and integrating information into the overall project GIS database. The municipalities are to provide available GIS data that entails a layer with information and location of existing environmental features.

- 1.1.5.1. Desktop assessment
- 1.1.5.2. Field assessments as needed for clarification
- 1.1.5.3. Document information in GIS
- 1.1.5.4. Develop Technical Memorandum

1.1.5 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the existing available environmental information provided by the municipality and information gathered through desktop review, and field assessment.
- Technical Memorandum for the City of Marathon will include a summary of the existing available environmental information provided by the municipality and information gathered through desktop review, and field assessment.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the existing available environmental information provided by the municipality and information gathered through desktop review, and field assessment.
- Technical Memorandum for Village of Islamorada will include a summary of the existing available environmental information provided by the municipality and information gathered through desktop review, and field assessment.
- Information gathered will be used to map out the environmental areas/ natural resources throughout the County. All collected environmental information and inventory will be available under corresponding GIS layers.

2. Task 2: Engineering Analysis

2.1. Storm Surge, Wind Waves, and Extreme Events Analysis:

Conduct numerical modeling using MIKE21. The separate municipalities with spatial variability in terrain (topography, bathymetry, shoreline alignment, etc.) will each be a high-resolution domain. The models will be run for a range of seasonal and extreme storm conditions at each time increment to help forecast increased vulnerability over time. Sea level rise and seasonal water values determined under the Monroe County Roadway Vulnerability Analysis and Adaptation Plan would be applied. Water level values for extreme storm surge (hurricane flooding) will be obtained from published studies by FEMA, NOAA, or other sources. Bathymetry and topography will be obtained from existing sources (no field surveys are included). Where appropriate, the bathymetry in the models could be varied for certain time increments to reflect long-term erosion trends; erosion trends would be based on readily available published data from previous studies.

Evaluation of the water surface elevations associated with extreme storms are a combination of sea level, storm surge, wind waves, and astronomical tides associated with Saffir-Simpson storm categories (1-5) for current storms and future storm scenarios at future SLR levels. Work with GIS to map information. The Roadway adaptation improvement projects are not

to be exclusively designed to withstand major storm and extreme events.

- 2.1.1. Data Collection
- 2.1.2. Conduct Modeling with MIKE21
- 2.1.3. Develop technical memorandum

2.1 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the evaluation and recommendation of the storm surge, wind waves, and extreme events analysis for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Technical Memorandum for the City of Marathon will include a summary of the evaluation and recommendation of the storm surge, wind waves, and extreme events analysis for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the evaluation and recommendation of the storm surge, wind waves, and extreme events analysis for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Technical Memorandum for Village of Islamorada will include a summary of the evaluation and recommendation of the storm surge, wind waves, and extreme events analysis for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- The SLR projections and King Tide Predictions in association with current and future storm scenarios will be referenced in the MIKE21 software to model water surface elevations. Modeling information will be integrated with GIS and simulation video/graphics will be produced for public and stakeholder outreach activities based on the need of each municipality.

2.2. Roads Vulnerability Assessment and Inundation Mapping: Conduct a SLR vulnerability study of the roads to tidal and surge flooding conditions. Develop a GIS-based vulnerability assessment model to identify and prioritize the Municipalities roadways at risk for adverse impacts due to climate change. The model will be developed in the Spatial Modelbuilder environment of Desktop ArcGIS 10.6.1 using the raster overlay tools in the Spatial Analyst extension. The first stage of the vulnerability modeling involves identifying the roadways within each of the municipalities that will be physically affected. There are five principal effects to consider:

- Increase in Groundwater Elevation – As sea level rises, the Mean High High-Water (MHHW) groundwater elevation will also increase. Using the high-resolution LIDAR of the roadway surface and an estimate of future groundwater elevations, GIS model will identify those sections of roadway within each of the municipalities that will not have adequate clearance above the MHHW groundwater table.
- Sea Level Rise Inundation – Roadways in low-lying areas near the coastline will be subject to more frequent, periodic inundation by high tides as sea level rise progresses over time. The GIS model will compare the LIDAR roadway elevation against the MHHW ocean elevation for each sea level rise scenario and time frame chosen for the study to identify

which streets within each of the municipalities will be subject to flooding under those conditions.

- Storm Surge Inundation – The higher stand of the ocean elevation due to sea level rise will exacerbate the flooding induced by King tides and hurricane storm surge. GIS model will apply the storm surge elevations associated with the Hurricane Category most appropriate for the future sea level rise scenarios and time frames to identify those roadways within each of the municipalities at risk of inundation.
- Projected Wave Impact – In coastal areas, wave action driven by onshore winds can severely damage buildings and infrastructure. For a given storm surge scenario, parts of the landscape with direct exposure to wind-driven waves will be more severely impacted than areas that are sheltered by intervening buildings or vegetation.
- Roadway Existing Pavement Condition – Based on Pavement Condition Inventory (PCI) to be conducted under section 1.1.2. Roadways in Very Good condition can be presumed to be less vulnerable to degradation by SLR related impacts than roadways with Very Poor condition were presumed to be most vulnerable to future SLR impacts.

A vulnerability flood score will be assigned to each one of 156 miles of the Municipalities roadway miles. All segments will be individually ranked based on their vulnerability flood score.

Inundation mapping will be provided utilizing a GIS tool that is designed to look at smaller scale areas of inundation. This tool will be used to focus in on smaller scale inundation mapping areas such as specific Key or geographic feature of interest.

- 2.2.1. Set up GIS Vulnerability Assessment Spatial Modelbuilder Model and all GIS data sets
- 2.2.2. Conduct meeting with the municipalities to establish vulnerability parameters and weight factors.
- 2.2.3. Conduct vulnerability assessment for 2025, 2030, 2035, 2040, 2045, 2060, and 2100. Generate Vulnerability Score for the 156 miles of municipalities road segments/locations.
- 2.2.4. Develop inundation maps for different scenarios. The municipalities and project areas within them will be categorized relative to flood exposure as well as critical areas.
- 2.2.5. Develop technical memorandum

2.2 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the applicability and operation of the GIS model, vulnerability analysis methodology, the inputs it requires and the outputs it generates, and a vulnerability flood score for the municipality's 2 miles of roadways. Inundation maps that cover all the municipality's roadways will be prepared for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Technical Memorandum for the City of Marathon Layton will include a summary of the applicability and operation of the GIS model, vulnerability analysis methodology, the inputs it requires and the outputs it generates, and a vulnerability flood score for the municipality's 78 miles of roadways. Inundation maps that cover all the municipality's roadways will be prepared for 2025, 2030, 2035, 2040, 2045, 2060, and

2100.

- Technical Memorandum for the City of Key Colony Beach will include a summary of the applicability and operation of the GIS model, vulnerability analysis methodology, the inputs it requires and the outputs it generates, and a vulnerability flood score for the municipality's 7 miles of roadways. Inundation maps that cover all the municipality's roadways will be prepared for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Technical Memorandum for Village of Islamorada will include a summary of the applicability and operation of the GIS model, vulnerability analysis methodology, the inputs it requires and the outputs it generates, and a vulnerability flood score for the municipality's 69 miles of roadways. Inundation maps that cover all the municipality's roadways will be prepared for 2025, 2030, 2035, 2040, 2045, 2060, and 2100.
- Inundation analysis data will be available under corresponding GIS layers.

2.3. Prioritization of Roadway Segments based on Vulnerability Assessment: Development of a flexible scheme based on the results from the vulnerability analysis conducted through the GIS-based vulnerability assessment model and information gathered from the municipalities decision makers and policy administrators. Following the identification of at-risk roadways, GIS model will evaluate the criticality of the roadways affected based on a variety of engineering, environmental, cultural, and emergency response factors. Each factor would be assigned a weight in the GIS model that could be adjusted to reflect their relative importance as determined following coordination with the Municipalities.

While the Vulnerability Assessment determined the extent to which each asset is at risk from new conditions arising from climate change, the Criticality Assessment was a community-based assessment of the *importance* of each infrastructure asset. The following steps occurred during the Criticality Assessment:

Prepare List of Criticality Factors – Identify a short list (5 – 10) of factors that would affect the relative importance of an infrastructure asset. For example, all else being equal, a fire hydrant next to a hospital is more critical to the community than a fire hydrant located next to an empty lot. The Criticality Factors identified for the County project are being recommended to be used for the Municipality assessment.

- a. Number of Residential Units Per Road Segment
- b. Roadways Associated With Critical Facilities (Police, Fire, Hospital)
- c. Non-Residential Parcel Building Size
- d. T&E and Focus Species Values Associated With Road Segment
- e. Wetlands Associated With Road Segment
- f. Roadway Functional Class and Evacuation Routes

2.3.1. Develop materials for team internal working meeting.

2.3.2. Conduct working meeting with each municipality to conduct prioritization exercise and document the provision of additional input and/or data. Prioritization exercise will define highest ranked roadway segments/locations in each municipality will be recommended for concept development evaluation.

2.3.3. Develop technical memorandum

2.3 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the results and input from the flexible scheme analysis, list of roadway segments within the 2 miles of roadway recommended to move forward with adaptation improvements, and prioritization schedule.
- Technical Memorandum for the City of Marathon will include a summary of the results and input from the flexible scheme analysis, list of roadway segments within the 78 miles of roadway recommended to move forward with adaptation improvements, and prioritization schedule.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the results and input from the flexible scheme analysis, list of roadway segments within the 7 miles of roadway recommended to move forward with adaptation improvements, and prioritization schedule.
- Technical Memorandum for Village of Islamorada will include a summary of the results and input from the flexible scheme analysis, list of roadway segments within the 69 miles of roadway recommended to move forward with adaptation improvements, and prioritization schedule.

3. Task 3: Flood Mitigation Concept Development

Develop general flood mitigation concepts for the roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concepts to consider potential phasing of future adaptation and evaluation for opportunities to implement green infrastructure and green road solutions.

3.1. Design

3.1.1. Roadway Design:

Criteria and Standards: Define roadway criteria and standards to be used in the evaluation based on roadway category. Development of typical section and identification of proposed non-compliant elements.

Green Infrastructure and Green Road Solutions: Worldwide case studies will be evaluated to determine innovative solutions that complement the green engineering design. Specific solutions will be provided with the conceptual road designs. Incorporation of **recreational opportunities** will also be considered as part of the adaptation improvements evaluation and recommended where applicable and feasible to implement and specific solutions will be provided. Consideration of available roadside undeveloped municipalities owned parcels of land will be evaluated for stormwater management and recreational opportunities. Permeable asphalt surfaces, underground stormwater collection systems, and/or bio-swales are some options that will be considered as part of green engineering solutions.

Pavement Design: Develop two general reconstruction pavement design recommendations. Requires soil boring and pavement cores at certain locations (Geotechnical efforts included under Task 1) and review of FDOT traffic count stations if available. One design with limerock base and one with asphalt base.

Utilities: Establish potential impacts with proposed roadway improvements. Scope does not include sub surface utility engineering.

Maintenance of Traffic: Evaluate the MOT for proposed improvements to identify challenges and applicable MOT level in accordance with the FDOT Design Manual.

Signing and Pavement Marking: Evaluate potential signing and marking to determine if specific challenges or issues arise from corresponding adaptation improvements.

Landscape: Assessment for existing tree or vegetation impacts as well as identify specific locations that would require the restoration or addition of new landscape to help mitigate erosion and/or compliment the aesthetics of the residential areas based on proposed improvements.

3.1.2. Stormwater Design:

Conduct a criticality/prioritization analysis of storm water infrastructure in conjunction with the vulnerability assessment. Evaluate existing infrastructure operation and recommendations to improve the system against degree of flooding and ability to efficiently remove the water trapped as a result of increased elevation of roadways and infrastructure. Evaluation to be based on available published precipitation data, as well as the anticipated rise in sea-level over the next fifty years. Hydraulic modeling is not included as part of the scope.

Analyze additional alternatives to solving potential flooding/ drainage problems other than road elevation.

3.1.3. Evaluation of Existing Bridges:

Evaluation of existing bridges located along roadway segments that are being recommended for adaptation improvements using existing available inspection reports. This task does not include field bridge inspections. Determine whether bridges can be modified or need to be replaced based on location, type of bridge, current conditions, adaptation improvements, and SLR impacts.

3.1.4. Develop roadway and drainage concept plans including typical section, plan layout, and specific details.

3.1.5. Develop technical memorandum

3.1 Deliverables:

- Technical Memorandum for the City of Layton will include summary of design decisions and overview analysis of the recommended improvements for the roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concept Plans including roadway typical sections and roadway/stormwater plans. Bridge adaptation improvements will be provided with applicable roadway segments.
- Technical Memorandum for the City of Marathon will include summary of design decisions and overview analysis of the recommended improvements for the roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concept Plans including roadway typical sections and roadway/stormwater plans. Bridge adaptation improvements will be provided with applicable roadway

segments.

- Technical Memorandum for the City of Key Colony Beach will include summary of design decisions and overview analysis of the recommended improvements for the roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concept Plans including roadway typical sections and roadway/stormwater plans. Bridge adaptation improvements will be provided with applicable roadway segments.
- Technical Memorandum for Village of Islamorada will include summary of design decisions and overview analysis of the recommended improvements for the roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concept Plans including roadway typical sections and roadway/stormwater plans. Bridge adaptation improvements will be provided with applicable roadway segments.

3.2. Environmental and Permitting: Conduct environmental impact assessment and identify required permitting with respect to proposed scope and roadway adaptation recommendation.

Compare the recommended roadway adaptation improvements with the information obtained during the desktop survey to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. The results of the evaluation will be included as part of the database. Based on the findings of the desktop review and the recommended adaptation improvement locations, the team will conduct site visits to a subset of roadways that are likely to have ecological constraints that would require additional permitting through the following agencies:

- United States Army Corps of Engineers,
- USFWS - Consultation
- NMFS – Consultation
- Department of Environmental Protection
- South Florida Water Management District,
- Florida Keys National Marine Sanctuary, and
- Monroe County, FL.

The limited assessment will document the presence of water resources, mangroves, and special status species for designated roadways per section 1.1.5. Personnel will also investigate the site for the purpose of identifying water control structures. For roadways whose strategy involves the installation or modification of water control structures, the limited site evaluation will involve the performance of in-water inspections for up to 20 sites where Outstanding Florida Waters could be affected. The performance of in-water surveys will be based on need and site conditions.

During each site visit, professional staff members will take notes on observed conditions, photos of protected resource or structures that may influence the permitting process, and document whether the road serves residences or commercial enterprises. The information obtained during the survey will be added to the GIS database. The proposed database will be populated with information obtained during the desktop and limited site assessment activities. The information obtained from the field exploration will be used to evaluate permitting requirements relative to the proposed resiliency recommendation. Furthermore, the database will identify which permits and permitting agencies may have jurisdiction based on the

proposed strategy.

3.2 Deliverables:

- Technical Memorandum for the City of Layton will include a summary of the Environmental analysis conducted based on the adaptation improvements. The footprint as well as the anticipated consequences of the adaptation improvements will be evaluated against the desktop survey and field assessment to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. A list of anticipated permits for the proposed improvements along the prioritized roadway segments will be provided.
- Technical Memorandum for the City of Marathon will include a summary of the Environmental analysis conducted based on the adaptation improvements. The footprint as well as the anticipated consequences of the adaptation improvements will be evaluated against the desktop survey and field assessment to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. A list of anticipated permits for the proposed improvements along the prioritized roadway segments will be provided.
- Technical Memorandum for the City of Key Colony Beach will include a summary of the Environmental analysis conducted based on the adaptation improvements. The footprint as well as the anticipated consequences of the adaptation improvements will be evaluated against the desktop survey and field assessment to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. A list of anticipated permits for the proposed improvements along the prioritized roadway segments will be provided.
- Technical Memorandum for Village of Islamorada will include a summary of the Environmental analysis conducted based on the adaptation improvements. The footprint as well as the anticipated consequences of the adaptation improvements will be evaluated against the desktop survey and field assessment to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. A list of anticipated permits for the proposed improvements along the prioritized roadway segments will be provided.
- Environmental analysis and field assessment information will be made available through corresponding GIS layers.

3.3. Surveying and Mapping: Collect additional ground survey, right-of-way and other site and/or private property limits based on proposed improvements and specific locations along the prioritized roadway segments. Right-of-way survey and data received to be used for identification of potential encroachments on to private property.

3.3.1. Perform research to obtain property plat(s) and deed(s) of record adjacent to each subject area. Obtain record right-of-way width from County or State authority and

right-of-way plans of record, if available. Also research relative utility easement information.

- 3.3.2. Plot and mosaic record plans and deeds in MicroStation (CAD), overlay on existing orthophotography.
- 3.3.3. Conduct field surveys to locate boundary and right-of-way evidence called-for on plans of record, evidence found existing in the field and physical and man-made features required to determine boundary, right-of-way and easement lines that impact the subject area where potential right-of way impacts require further verification.
- 3.3.4. Resolve final boundary, right-of-way and easement lines from mosaic and field surveyed evidence and deliver in MicroStation (CAD)

3.3 Deliverables:

- MicroStation (CAD) Right-of-way files for the City of Layton
- MicroStation (CAD) Right-of-way files for the City of Marathon
- MicroStation (CAD) Right-of-way files for the City of Key Colony Beach
- MicroStation (CAD) Right-of-way files for Village of Islamorada

- 3.4. **Cost Estimates:** Develop conceptual roadway cost estimates for preliminary design concepts using the FDOT published Historical Unit Cost. Coordination with the municipalities will also be conducted for review of recent County project bid tabs and construction prices. A percentage value will be assigned for other design components such as Signing and Pavement Marking and MOT.

- 3.4.1. Conduct meeting with the County and municipalities for review of unit prices and additional input.
- 3.4.2. Develop quantities and cost estimates
- 3.4.3. Develop technical memorandum

3.4 Deliverables:

- Conceptual Construction Cost Estimate for the City of Layton identified projects.
- Conceptual Construction Cost Estimate for the City of Marathon identified projects.
- Conceptual Construction Cost Estimate for the City of Key Colony Beach identified projects.
- Conceptual Construction Cost Estimate for Village of Islamorada identified projects.

4. Task 4: Policy, Regulatory, Legal and Funding

Review existing policies and regulations in place and how they will be impacted by proposed adaptation improvements. Conduct evaluation and identify funding and grant opportunities. Develop specific funding alternatives. The submittal of the documents has been divided into two (2) groups. The first group that consists of the Future Growth, Roads Liability, and Level of Service will be completed and submitted prior to the Prioritization Exercise Workshop Meeting with the municipalities. The second group of documents consists of Road Adaptation

Approaches, Implementation, Guidance, and Transportation as a Whole will be completed and submitted prior to the development of the Adaptation Plan.

Documents that will be produced:

- i. **Future Growth:** Policy paper on population projections and growth potential and other current or future policies impacting growth and development for years 2030, 2060 and 2100. Analyze existing information regarding population projections and growth patterns related to unit allocations, growth policy, land acquisition, and flows of recovery funds from Hurricane Irma.
- ii. **Roads Liability:** Legal memorandum to include in depth discussion of road ownership and responsibility for maintenance upgrades. Include information regarding legal and policy obligations to meet various goals such as ongoing maintenance, reasonable access, and/or consideration of upgrades to address future conditions. Review of case law, statutes and case studies. Provide new information not previously provided to County or municipalities.
- iii. **Level of Service:** Legal memorandum for level of service determinations that include legal and policy implications of establishing level of service that go beyond the traditional notion of road capacity for traveling vehicles. Includes recommendations and pros/cons for various approaches and focuses on information not previously provided to the County or municipalities.
- iv. **Alternative Funding Strategies:** Policy memorandum for funding structures. Review of bonding, grants, and other capital planning tools. A list of available grants will be provided and the benefits for corresponding funding opportunities. A separate detailed analysis will be provided for all funding alternatives to pay for the road adaptations.
- v. **Implementation:** Prepare draft Ordinance and/or other policy implementation framework. Work with County and municipalities to manage public perceptions and expectations on future level of service that the municipalities may provide.

Task 4: Deliverables: In-depth policy and legal analysis documents on future growth, roads liability, level of service, alternative funding strategies, and ordinance for each municipality.

5. Task 5: Public and Stakeholder Outreach Plan

5.1 The public/stakeholder outreach plan will establish the tasks and the overall schedule of the project that will entail corresponding meetings/presentations and shall be prepared in coordination with the County and municipalities. Public outreach will be maintained throughout the life of the project through the use of virtual webinars and briefings, websites, email blasts, and social media. Additional outreach activities (meetings/workshops/briefings), as listed below, to specific groups outside of the major milestone date will be conducted based on specific needs for each municipality.

5.2 The milestone date will be established after Roads Implementation Plan is completed. By this date all legal and policy documentation, vulnerability/criticality assessments, all conceptual designs including cost estimates, and adaptation improvements plan will have been completed. Presentation, graphic boards, interactive GIS maps, and modeling video clips in conjunction with handouts will be used.

5.3 Public/Stakeholder Outreach Activities:

- 1 set public meetings in each municipality (4 meetings)
- 1 Deliverable review meeting with each municipality (4 meetings)
- Briefings to elected officials (A max of 1 round of meetings per municipality) (4 meetings)
- Senior Management Meeting Presentations (A max of 1 round of meetings per municipality) (4 meetings)
- Coordination with FDOT and other relevant agencies for studies and projects along SR 5/Overseas Highway

Task 5. Deliverables:

For each municipality the CONSULTANT will prepare for and set up all in-person or virtual public meetings, prepare press releases for the County and municipalities to issue, issue email blasts, prepare and manage social media, prepare and manage online survey tools, and documentation of meeting minutes/comments.

Additionally, the CONSULTANT will prepare Power Point Presentations, Graphics (Boards/images), handouts, and provide GIS support. Two (2) persons at a minimum from the team are to attend Public/Stakeholder outreach activities. A monthly report will be prepared summarizing outreach activities, including the number of stakeholders and members of the public reached through email, the number attending the public meetings, a copy of the outreach materials, and a list of public comments received through any outreach method.

6. Task 6: Final Report and Roads Implementation Plan

Develop a regional, comprehensive, and integrated roads adaptation plan for each municipality based on the results and guidance from previous tasks. Determine schedule on when corresponding adaptation improvements are required to be implemented. The plan schedule will be dynamic to accommodate updates based on actual information vs projected information.

Report to include:

1. Vulnerability Analysis and road adaptation recommendations
2. GIS Data sets and maps
3. Engineering Designs/Concept Plans including Green roads and Recreational Opportunities and recommendations
4. Policy and regulatory requirements
5. Summary of Public/stakeholder involvement engagement effort
6. Implementation Program

Final presentation to each municipal council outlining the implementation work plan recommendations and lessons learned throughout the study process. Members of the presentation team shall include the project manager, the environmental lead, the outreach/policy lead, the green roads lead, and the funding alternatives lead.

Task 6. Deliverables:

- Final Report and Roads Implementation Plan for the City of Layton.
- Final Report and Roads Implementation Plan for the City of Marathon.
- Final Report and Roads Implementation Plan for the City of Key Colony Beach.
- Final Report and Roads Implementation Plan for Village of Islamorada.

Exhibit B-8

Monroe County Roadway Vulnerability Analysis and Capital Plan

Monroe County Municipalities Roadway Vulnerability Analysis

Delivery Schedule

Revised – November 28, 2023

The following tasks with associated delivery schedules are added through this Amendment. All other tasks from Exhibit B in the original Agreement as well as Exhibits B-1, B-2, B-3, B-4, B-5, B-5A, and B-6 in prior amendments, remain unchanged.

Required Services

Scope of Work (Deliverables)	Amount (Lump Sum)	Due Date
1.1.1 GIS Database setup and Initial Elevation Analysis: Technical Memorandums will include the description of the screening analysis process for the evaluation of the existing ground information (LiDAR Data) and the existing mean high-water elevations to determine the critical and non-critical roadway segments. A summary of the results will be provided, and a GIS map layer will be developed that will depict all municipality roadway segments with different colors assigned based on the range of elevations and mean high water elevation clearance they fall under.	\$13,308.97	2/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$5,900.51	
<i>Technical Memorandum for the City of Marathon</i>	\$6,465.53	
<i>Technical Memorandum for the City of Layton</i>	\$ 290.86	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 652.07	
1.1.2 Site Assessment and Condition Survey: Technical Memorandums will include a summary of the criteria established for assessments and a table listing sections assessed with a rating of “poor, fair, and good” based on current condition for all roadway segments identified in Exhibit A. The results of the existing pavement assessment will be presented in tables and also available through GIS maps. Additionally, through predictive modeling and the use of the existing pavement assessment data, a summary of the forecasted year of terminal life for each roadway segment will be presented in a table format and graphical presentation of network condition transition by year.	\$62,562.51	3/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$27,674.30	
<i>Technical Memorandum for the City of Marathon</i>	\$31,314.63	
<i>Technical Memorandum for the City of Layton</i>	\$ 958.11	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 2,615.47	

1.1.3 Roadway Data: Technical Memorandums will include a summary of the existing available information provided by the county that lists specific geotechnical, roadway, and utility data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review and field verification of specific roadway characteristics, roadway functional classification, posted speed, typical section description, intersections/side streets, driveway access points, Critical Facilities, and bridges for each roadway segment listed in exhibit A. All collected roadway information and inventory will be available under corresponding GIS layers. Includes Geotechnical data.	\$89,185.81	4/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$39,527.05	
<i>Technical Memorandum for the City of Marathon</i>	\$44,424.54	
<i>Technical Memorandum for the City of Layton</i>	\$ 1,251.20	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 3,983.02	
1.1.4 Stormwater Structures: Technical Memorandums will include a summary of the existing available information provided by the county that lists specific stormwater data as well as data coverage and specific infrastructure location. The technical memo will also include a summary table for the information gathered through desktop review, survey, and field verification of stormwater facilities for each roadway segment listed in exhibit A. All collected stormwater information and inventory will be available under corresponding GIS layers.	\$19,024.18	4/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$8,399.85	
<i>Technical Memorandum for the City of Marathon</i>	\$9,206.88	
<i>Technical Memorandum for the City of Layton</i>	\$ 479.65	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 937.80	
1.1.5 Environmental Assessment: Technical Memorandums will include a summary of the existing available environmental information provided by the municipalities and information gathered through desktop review, and field assessment. Information gathered will be used to map out the environmental areas/ natural resources throughout the County. All collected environmental information and inventory will be available under corresponding GIS layers.	\$4,995.98	4/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$2,239.59	
<i>Technical Memorandum for the City of Marathon</i>	\$2,373.59	
<i>Technical Memorandum for the City of Layton</i>	\$ 124.40	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 258.40	

2.1 Storm Surge, Wind Waves, and Extreme Events Analysis: Technical Memorandums will include a summary of the evaluation and recommendation of the wind wave analysis for 2025, 2030, 2035, 2040, 2045, 2060, and 2100. The SLR projections and King Tide Predictions in association with current and future storm scenarios will be referenced in the MIKE21 software to model water surface elevations. Modeling information will be integrated with GIS and simulation video/graphics will be produced for public and stakeholder outreach activities.	\$49,873.19	6/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$22,109.93	
<i>Technical Memorandum for the City of Marathon</i>	\$24,950.57	
<i>Technical Memorandum for the City of Layton</i>	\$ 698.41	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 2,114.28	
2.2 Vulnerability Assessment and Inundation Mapping: Technical Memorandums will include a summary of the applicability and operation of the GIS model, criticality analysis methodology, the inputs it requires and the outputs it generates, and a vulnerability flood score for the County roadways identified in Exhibit A. Inundation maps that cover all the County roadways identified in Exhibit A will be prepared for 2025, 2030, 2035, 2040, 2045, 2060, and 2100. Inundation analysis data will be available under corresponding GIS layers.	\$90,553.24	9/1/2024
<i>Technical Memorandum for Islamorada</i>	\$40,140.21	
<i>Technical Memorandum for the City of Marathon</i>	\$45,392.96	
<i>Technical Memorandum for the City of Layton</i>	\$ 1,106.27	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 3,913.80	
2.3 Prioritization of Roadway Segments based on Vulnerability Assessment: Technical Memorandums will include a summary of the results and input from the flexible scheme analysis, list of #TBD of roadway segments recommended to move forward with adaptation improvements, and prioritization schedule.	\$26,287.40	12/1/2024
<i>Technical Memorandum for Village of Islamorada</i>	\$11,648.90	
<i>Technical Memorandum for the City of Marathon</i>	\$12,934.56	
<i>Technical Memorandum for the City of Layton</i>	\$ 370.59	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 1,333.35	
3.1 Design: Technical Memorandums will include summary of design decisions and overview analysis of the recommended improvements for the #TBD roadway segments/locations recommended as a result from the Prioritization of Roadway Segments. Concept Plans including roadway typical sections and roadway/stormwater plans will be included. Bridge adaptation improvements will be provided with applicable roadway segments.	\$187,655.28	5/1/2025
<i>Technical Memorandum for Village of Islamorada</i>	\$83,727.89	

<i>Technical Memorandum for the City of Marathon</i>	\$94,590.32	
<i>Technical Memorandum for the City of Layton</i>	\$ 1,626.99	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 7,710.08	
3.2 Environmental and Permitting: Technical Memorandum will include a summary of the Environmental analysis conducted based on the adaptation improvements. The footprint as well as the anticipated consequences of the adaptation improvements will be evaluated against the desktop survey and field assessment to develop a subset of roadways that have protected resources or locations that could affect the permitting of the proposed strategy. A list of anticipated permits for the proposed improvements along the #TBD roadway segments will be provided. Environmental analysis and field assessment information will be made available through corresponding GIS layers.	\$39,268.61	5/1/2025
<i>Technical Memorandum for Village of Islamorada</i>	\$17,414.77	
<i>Technical Memorandum for the City of Marathon</i>	\$19,816.14	
<i>Technical Memorandum for the City of Layton</i>	\$ 379.97	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 1,657.73	
3.3 Surveying and Mapping: MicroStation (CAD) Right-of-way files for the TBD roadway segments.	\$90,512.06	5/1/2025
<i>MicroStation (CAD) Right-of-way files for Village of Islamorada</i>	\$40,443.08	
<i>MicroStation (CAD) Right-of-way files for the City of Marathon</i>	\$45,800.84	
<i>MicroStation (CAD) Right-of-way files for the City of Layton</i>	\$ 610.81	
<i>MicroStation (CAD) Right-of-way files for the City of Key Colony Beach</i>	\$ 3,657.33	
3.4 Cost Estimates: Develop conceptual roadway cost estimates for preliminary design concepts.	\$80,744.72	6/1/2025
<i>Technical Memorandum for Village of Islamorada</i>	\$35,937.10	
<i>Technical Memorandum for the City of Marathon</i>	\$40,702.99	
<i>Technical Memorandum for the City of Layton</i>	\$ 738.19	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 3,366.44	
Task 4 Deliverable: In-depth policy and legal analysis documents on future growth, roads liability, level of service, and ordinance.	\$25,315.25	6/1/2025
<i>Technical Memorandum for Village of Islamorada</i>	\$ 11,097.44	
<i>Technical Memorandum for the City of Marathon</i>	\$ 12,345.84	
<i>Technical Memorandum for the City of Layton</i>	\$ 487.56	
<i>Technical Memorandum for the City of Key Colony Beach</i>	\$ 1,384.41	

Task 5 – Public and Stakeholder Outreach Plan: The consultant will prepare for and set up all in-person or virtual public meetings, prepare press releases, issue email blasts, prepare and manage social media, prepare and manage online survey tools, and documentation of meeting minutes/comments. Additionally, the CONSULTANT will prepare Power Point Presentations, Graphics (Boards/images), handouts, and provide GIS support. Two (2) persons at a minimum from the team are to attend Public/Stakeholder outreach activities. A monthly report will be prepared summarizing outreach activities, including the number of stakeholders and members of the public reached through email, the number attending the public meetings, a copy of the outreach materials, and a list of public comments received through any outreach method.	\$95,556.21	2/1/2025
<i>Public and Stakeholder Outreach Plan for Village of Islamorada</i>	\$40,762.99	
<i>Public and Stakeholder Outreach Plan for the City of Marathon</i>	\$47,052.62	
<i>Public and Stakeholder Outreach Plan for the City of Layton</i>	\$ 2,076.89	
<i>Public and Stakeholder Outreach Plan for the City of Key Colony Beach</i>	\$ 5,663.71	
6.1 Develop Implementation Plan: Develop a regional, comprehensive, and integrated roads adaptation plan based on the results and guidance from previous tasks. Determine schedule on when corresponding adaptation improvements are required to be implemented.	\$29,916.78	8/1/2025
<i>Implementation Plan for Village of Islamorada</i>	\$13,026.70	
<i>Implementation Plan for the City of Marathon</i>	\$15,090.67	
<i>Implementation Plan for the City of Layton</i>	\$431.15	
<i>Implementation Plan for the City of Key Colony Beach</i>	\$1,368.26	
6.2 Prepare Final Report and Final Presentation to Municipalities: Final Report that includes Vulnerability Analysis and road adaptation recommendations, GIS Data sets and maps, Engineering Designs/Concept Plans, Policy and regulatory requirements, Summary of Public/stakeholder involvement engagement effort, and Implementation Program. Final presentation to the County (BOCC) outlining the implementation work plan recommendations and lessons learned throughout the study process. Final presentation is to include Visioning graphics and evaluation	\$37,497.74	9/1/2025
<i>Final Report and Presentation for Village of Islamorada</i>	\$16,718.53	
<i>Final Report and Presentation City of Marathon</i>	\$18,669.17	
<i>Final Report and Presentation for the City of Layton</i>	\$ 448.82	
<i>Final Report and Presentation for the City of Key Colony Beach</i>	\$ 1,661.22	

Busch Vacuum Solutions



SALES INVOICE 10402518

ORIGINAL

Customer:

CITY OF KEY COLONY BEACH
PO BOX 51041
KEY COLONY BEACH, FL 33051
MONROE

Delivery Address:

CITY OF KEY COLONY BEACH
600 8TH ST
KEY COLONY BEACH, FL 33051

Customer No. : BP0036766
Representative : Metropolis, Michael
Customer PO No. : 1249
Email Address : devans@uswatercorp.net

Carrier : Bestway
Order Date : 12-21-2023
Order No : SLS354709
Invoice Date : 12-22-2023

Description	Quantity	Unit	Price	Discount	Amount
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*****SHIP COMPLETE*****2 PUMPS

CREDIT CARD PAYMENT

MARK PACKAGE:1249

DK

CITYCLERK@KEYCOLONYBEACH.NET

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Lot: Qty:2 ea
USM123450005,USM123451069,

FREIGHT	1.00	ea	1,045.48	0.00	1,045.48
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FREIGHT CHARGES
TRACKING: 01406629491 OLD DOMINION FRT LINES

A Handling Fee of \$100 will be added LTL shipments moving Collect, Third Party or Will Call

* FULL DISCLOSURE OF BUSCH LLC SALES AND SERVICE TERMS AND CONDITIONS ARE LOCATED AT WWW.BUSCHUSA.COM *

Terms of Delivery EXW/HDL & SHP PPD/ADD

Terms of Payment Credit Card (Visa or MC)

When remitting, please reference : 10402518-BP0036766

Remit to: Busch LLC
PO Box 8247
Virginia Beach, VA 23450

Goods	13,340.00
-------	-----------

Discount	0.00
----------	------

Costs	1,045.48
-------	----------

Net Amount	14,385.48
------------	-----------

Others	0.00
--------	------

Tax Total	0.00
-----------	------

Total(\$)	14,385.48
-----------	-----------

SELLER'S TERMS AND CONDITIONS OF SALE APPLY TO ALL ORDERS. SEE ATTACHED

ISO 14001 2015 registered

Silvia Gransee

From: Roget Bryan <rbryan@florida-law.com>
Sent: Wednesday, December 20, 2023 3:09 PM
To: Dirk Smits; Silvia Gransee; KCB Mayor; Janette M. Smith
Cc: David L. Evans; Katelyn M. High; Priscilla F. Maresma
Subject: Re: [External] Other Quote

Silvia:

As discussed, due to the emergency nature of this procurement, I recommend that the mayor authorize the emergency expenditure, subject to Jen's confirmation, and that there be a notation to the file accordingly as to the nature of the emergency.

In accordance with Section 2-75 of the code, this purchase does requires Commission approval so we would have to bring an item back at the next city commission meeting, ratifying the expenditure, authorizing the purchase, and approving a waiver of competitive bidding.

If you have any other questions, please let me know.

Get [Outlook for iOS](#)

From: Dirk Smits <dsmits@florida-law.com>
Sent: Wednesday, December 20, 2023 12:54:54 PM
To: Silvia Gransee <cityclerk@keycolonybeach.net>; KCB Mayor <Mayor@keycolonybeach.net>; Janette M. Smith <jmsmith@florida-law.com>; Roget Bryan <rbryan@florida-law.com>
Cc: David L. Evans <devans@uswatercorp.net>; Katelyn M. High <khigh@florida-law.com>; Priscilla F. Maresma <pmaresma@florida-law.com>
Subject: Re: Other Quote

Roget/Janette please check the code and confirm. Thanks

Get [Outlook for iOS](#)

From: Silvia Gransee <cityclerk@keycolonybeach.net>
Sent: Wednesday, December 20, 2023 12:09:08 PM
To: KCB Mayor <Mayor@keycolonybeach.net>; Dirk Smits <dsmits@florida-law.com>
Cc: Dirk Smits <dsmits@florida-law.com>; David L. Evans <devans@uswatercorp.net>; Katelyn M. High <khigh@florida-law.com>; Priscilla F. Maresma <pmaresma@florida-law.com>
Subject: FW: Other Quote

Good Afternoon Mayor,

I talked to Dave Evans who has confirmed with me that this is an emergency purchase, for the parts are essential to run the plant, and failure would endanger the public health and safety.

I do not believe a special meeting and pre-approval by either Board or Commission is required.

Dirk, please confirm.

Busch Vacuum Solutions



QUOTATION

ORIGINAL

Customer:

CITY OF KEY COLONY BEACH
PO BOX 51041
KEY COLONY BEACH, FL 33051

Delivery Address:

CITY OF COLONY BEACH
600 W OCEAN DR
KEY COLONY BEACH, FL 33051

Thank You for Your Inquiry
Expiration date 07-19-2023

Customer No. : BP0036766
Phone No. : +13055226545
Fax No. :
Cust RFQ No. :

Quotation

SLQ083952

Quotation Date : 06-19-2023
Reference A :
Reference B :
Cust. Service Rep. : Ivette Quinones

Position	Item/ Description	Quantity	Unit	Unit Price	Discount	Amount
----------	----------------------	----------	------	------------	----------	--------

Thank you for your inquiry!

In Stock

498 lbs each pump
50x38x28 each

Attn : David Evans
From: Ivette Quinones

Minimum order total value \$ 50.00

**Please reference the SLQ Quote# at order placement.

**Expedited shipments are not guaranteed, freight charges will not be refunded or adjusted.

**A handling fee of \$100 for LTL shipments moving Collect, Third Party or Customer arranged pick-up. Please see section 6 on our Terms & Conditions of Sale for more information.
(Not applicable for freight moving Bestway prepay and add)

10	1342.915.925	2.00	ea	6,670.00		13,340.00
	MM1104.BV06.AAXX PUMP, 2HP					

**SUPPLIED WITH 2HP NEMA MOTOR
230/460/60/3,NEMA
SUITABLE FOR USE WITH VFD

(1) Busch Mink model MM1104.BV06.11XX vacuum pump featuring:
Dry, non-contacting, rotary claw design
230/460 V, 60 Hz, 3 Ph, NEMA, 2 HP, 1800 RPM electric motor
Acoustic enclosure
Vibration isolators
Non-return valve and screen on inlet


QUOTATION
SLQ083952
Continued -
Customer: BP0036766 CITY OF KEY COLONY BEACH

Position	Item/ Description	Quantity	Unit	Unit Price	Discount	Amount
	Internal Discharge Silencer 44 CFM nominal pumping speed, and 45 torr continuous ultimate pressure Initial charge of gear oil (shipped inside) Factory assembled and tested					
20	0831.164.883 OIL, VS 150 1 QT	2.00	LTR	50.87		101.74
30	0945.912.075 ASSY, INLET FILTER, LESS 40CFM	2.00	ea	406.00		812.00
40	545.008.01 GAUGE, VAC 0-30"HG 4" DIA B-30	2.00	ea	117.00		234.00

A Handling Fee of \$100 will be added LTL shipments moving Collect, Third Party or Will Call

THIS PROPOSAL IS BASED UPON ACCEPTANCE OF BUSCH LLC TERMS AND CONDITIONS, UNLESS OTHERWISE NOTED
*** FULL DISCLOSURE OF BUSCH LLC SALES AND SERVICE TERMS AND CONDITIONS ARE LOCATED AT WWW.BUSCHUSA.COM ***

PLEASE REFERENCE SALES QUOTE NUMBER ON ORDER AT TIME OF PURCHASE

Goods	Discount	Tax	Total USD
14,487.74		1,036.48	15,524.22

Carrier 026 **Bestway**
This Quotation Expires On 07-19-2023

City of Key Colony Beach

Treasurer's Report – January 18, 2024

December 2024 financial summary – General Fund

- 3rd month of 2023 fiscal year budget-
 - December 2023 financials have not been released as of 11Ja24; addendum will be released once they are released.

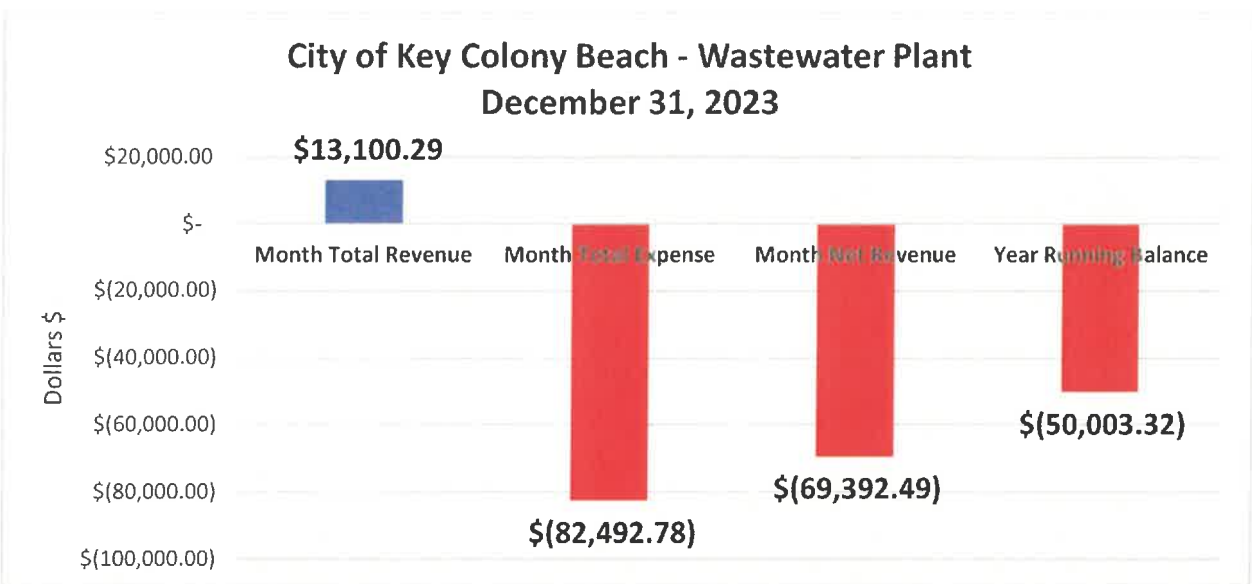
City of Key Colony Beach

Treasurer's Report – January 18, 2024

December 2024 financial summary – General Fund

Wastewater

- Revenue below budgeted target value for the month, YTD revenue below budgeted target value
- Expenses below budgeted target value for the month, YTD expenses below budgeted target value
- Plot below for Monthly Summary:



Expense areas for highlighting:

- Telephone service costs need to be investigated for options of cost savings.

Stormwater:

- No concerns for this month

City of Key Colony Beach

Treasurer's Report – January 18, 2024

Grant Activity:

1. FEMA shared funding for the Dry Proofing of the Maintenance Building Project:
 - a. Quarterly progress report provided to the State of Florida.
 - b. Initial engineering services discussion completed with K2B.
2. FDOT 2022 Transportation Alternative Grant
 - a. 2nd Engineering discussion with K2B on needs required from FDOT on design layout.
3. FDOT 2024 Transportation Alternative shared funding presentation completed January 11, 2024 (FY 2030) at the Miami District Six office. Application is in the review process.
 - a. Update on costs share from 13De24 on-site review by FDOT:
 - i. Federal Funds: \$133,212.00
 - ii. Key Colony Beach Funds: \$23,508.00
4. FDEP New City Hall grant – see separate summary document from Agenda for 18Ja24.

Update for Draft New City Hall Financing Proposal:

- Update provided on history of repair estimates provided at 17Ja24 Town Hall Meeting.

CITY OF KEY COLONY BEACH

Warrant Number 1223

Items paid from December 1, 2023
to December 31, 2023

First Horizon Checking Account - 6871 \$442,227.10

(includes all vendor payments for general,
road, building and infrastructure)

Escrow Account - 5537 -

Payroll Account - 2942 \$83,895.34

Infrastructure Reserve Account - 8644 -

Road Reserve Account - 8677 -

Impact Fees Reserve Account - 8669 -

First State Bank Reserve Account - 3703 -

Sewer Money Mkt - 0301 -

Stormwater Checking Account - 0128 -

Sewer Account - 6006 \$85,332.07

TOTAL DISBURSEMENTS \$611,454.51

MEMORANDUM OF UNDERSTANDING

Laurie Swanson (hereinafter "SWANSON") and the City of Key Colony Beach (hereinafter "KEY COLONY BEACH") hereby enter into this Memorandum of Understanding, as states as follows:

I. BACKGROUND

On July 27, 2023, SWANSON filed a lawsuit against KEY COLONY BEACH in the Circuit Court for the 16th Judicial District in and for Monroe County, Florida, Case No. 2023-CA-000205-M (hereinafter the "LAWSUIT") seeking a temporary restraining order and other declaratory relief pertaining to petitions for a referendum vote, filed by SWANSON, to challenge the prior vote to approve the motion to "accept the HOB bid for the new City Project" on July 20, 2023 (hereinafter the "CITY HALL VOTE").

II. TERMS OF AGREEMENT

Repeal of CITY HALL VOTE: It has been represented to SWANSON that the Key Colony Beach City Commission may consider a motion to repeal the CITY HALL VOTE.

Dismissal of LAWSUIT: In the event that the Key Colony Beach City Commission approves the repeal of the CITY HALL VOTE, SWANSON agrees to voluntarily dismiss the LAWSUIT.

Conclusion of the Litigation: The parties stipulate and agree that SWANSON's voluntary dismissal of the LAWSUIT shall constitute the "conclusion of the litigation," as that term is used in Fla. Stat. 286.011(8) (e). Each Party agrees to be responsible for its own attorneys' fees and costs.

Effective Date and Binding Vote: This Memorandum of Understanding shall become effective upon the successful vote by the Key Colony Beach City Commission to repeal the CITY HALL VOTE. KEY COLONY BEACH agrees to make all reasonable efforts to ensure that this vote takes place no later than December 31, 2023, and to inform SWANSON of the outcome of the vote immediately.

No Admission of Liability: This Memorandum of Understanding is not, and shall not be construed as, an admission of liability, wrongdoing, or responsibility by any of the Parties.

III. MISCELLANEOUS

Governing Law: This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Florida.

Modification: This Memorandum of Understanding may only be amended or modified by a written document duly executed by both Parties.

Entire Agreement: This Memorandum of Understanding contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

V. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the latest date written below.

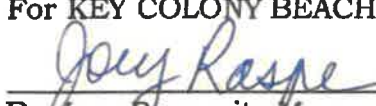
Laurie Swanson

12/26/2023

Laurie Swanson

Date

For KEY COLONY BEACH:



By Joey Raspe, its Mayor

12/20/23
Date

Signature: Laurie Swanson
Laurie Swanson (Dec 26, 2023 09:15 GMT)

Email: swansonfj@yahoo.com

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, AUTHORIZING AND APPROVING DESIGNATED EMAIL ACCOUNTS FOR THE CITY OF KEY COLONY BEACH COMMISSIONERS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, email correspondence to or from elected officials or city employees is public record and subject to public records requests, under Chapter 119 Florida Statutes; and

WHEREAS, a violation of public records law may result in fines, suspension and removal or impeachment, or criminal charges as provided in section 119.10, Florida Statutes.

WHEREAS, a single repository for City Commissioners and City employees for email communications regarding City business is the most effective and efficient way to ensure legal compliance; and

WHEREAS, City Commissioners and City employees shall be assigned a City email address which shall be used exclusively for all City related correspondence; and

WHEREAS, the City Commission finds that providing a designated City email address to its City Commissioners and City Employees serves a valid public purpose and is in the best interests of the City and its residents.

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

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

Section 2. City-issued Email Accounts. The City Commission hereby approves the use of city-issued email accounts for City Commissioners in the format of firstName.lastName@keycolonybeach.net. The Mayor will retain an additional e-mail account in the format of mayor@keycolonybeach.net.

Section 3. Email Succession. Upon a City Commissioner's departure from office, by resignation, death, or loss of office through the election process, the assigned City email will be appropriately archived, then reassigned to the incoming Commissioner.

Section 4. Email Implementation. The City Clerk is hereby authorized to take all necessary action to implement designated email addresses and effectuate the intent of this Resolution.

Section 5. Effective Date. This Resolution shall go into effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on January 18, 2023.

FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH

Mayor Raspe	NO	YES
Vice-Mayor Foster	NO	YES
Commissioner Harding	NO	YES
Commissioner Ramsay-Vickrey	NO	YES
Commissioner DiFransico	NO	YES

Joey Raspe, Mayor

Silvia Gransee, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

RESOLUTION NO. 2024-02

A RESOLUTION BY THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING THE RULES OF PROCEDURE FOR VOLUNTEER ADVISORY BOARDS AND COMMITTEES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach, Florida (hereinafter "City") desires to have uniform procedures to provide guidance and structure to City volunteer/advisory boards (hereinafter "Boards"); and

WHEREAS, the City Commission of the City of Key Colony Beach (the "City Commission") hereby amends the rules of procedure to promote efficiency in conducting official business of the City; and

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

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

Section 1. The above recitations are hereby adopted and incorporated herein.

Section 2. This Resolution amends the Rules of Procedure, Section H. Voting, Section K. Board Member Training, and Section O. Reports to the City Commission of the Key Colony Beach Rules of Procedure for Volunteer Advisory Boards and Committees to read as follows:

- A. **Meetings:** All meetings of the Boards shall be held in accordance with the provisions of Florida Statutes. The public shall at all times be afforded access to all meetings. All business of the Boards shall take place at noticed Board meetings. Board meeting dates for the following year shall be placed on the agenda at the next scheduled meeting immediately following the City Commission organizational meeting (or the following meeting if said meeting is cancelled). Board meeting schedule may only be modified by a majority vote of the Board. Workshops, and special meetings, are not available to Boards unless required by law or approved by the City Commission. If considered urgent and necessitates immediate action, a special meeting requested by a Board may be approved by the Mayor and the notice and Board minutes shall reflect the reason for the special meeting. For purposes of this section, meetings shall be defined as a formal meeting at which official acts are to be taken; workshops shall be defined as an informal meeting with no formal action taken; special meetings shall be defined as a meeting that is urgent and demands immediate action to protect the community, residents, or property.
- B. **Notice:** Except in the case of special meetings, the City Clerk shall provide notice of meetings, hearings, and workshops no less than seven (7) days before the event. Notice for special meetings shall be given at least 24 hours before the meeting. Notice shall include a statement of the general subject matter to be considered.

- C. Commencement of Board Meetings: Meetings of the Boards shall commence as noticed by the city clerk pursuant to the schedule submitted by each Board, except if a meeting date shall fall on a legal holiday or during a state of emergency, then the meeting date shall be canceled.
- D. Attendance: Pursuant to City Code, as may be amended from time to time, if any member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy. In the event of a vacancy created other than by the expiration of a term, the city commission shall appoint a person to serve for the remainder of the unexpired term.
- E. Agenda Item Submission and Deadline: The City Clerk or designee, with the advice of the Chair, shall prepare an agenda of subjects to be discussed for each meeting. Agenda items must be submitted at least seven (7) business days prior to publication date. Agenda items may also be added to the agenda by majority vote of the Board during a public meeting.
- F. Preparation and Approval of Minutes: Minutes shall be taken at all meetings. Minutes must be approved before they can be considered as an official record of the City. A copy of the minutes from the previous meeting shall be distributed to the board members at least one (1) business day before the following meeting. The minutes of the previous meeting shall be corrected and approved by the board members at the beginning of each meeting. A majority vote is required for approval. Conflicts regarding the content of the minutes shall be decided by majority vote.
- G. Quorum: A quorum must be present for conducting Board meetings. Unless otherwise required by Code, a quorum is a majority of the board members. It is the duty of the Chair to enforce this rule. If, during the course of a meeting, a board member leaves and a quorum no longer exists, the meeting cannot continue.
- H. Voting (Majority): Passage of a motion shall require the affirmative vote of a majority of board members present and voting at a meeting at which a quorum is present. ~~Board members attending virtually may participate in discussion but shall not vote.~~ Board members may participate via virtual attendance.
- I. Abstentions: A board member shall vote on all motions unless there exists a conflict of interest which would prevent that board member from making a decision in a fair and legal manner in accordance with applicable law. If a conflict of interest does exist, the board member shall explain for the record the decision to abstain on any vote and file a statement with the City Clerk per Florida Statutes.
- J. Board Members: Individual Board members can apply and serve on one (1) Advisory Board (Code Enforcement, Planning and Zoning, Utility) and may be an alternate on (1) Community Board (Beautification and Recreation). In the application process, applicants shall advise the City Commission of their preference by selecting their preferred Board in ranking order (i.e., 1, 2, and 3). Board members currently serving on multiple Boards shall advise the City Clerk of his or her Board preference to be considered by the City Commission for reappointment at the next available City Commission meeting.
- K. Board Member Training: ~~Appointed Board members are required to annually take an in person up to 4 hour training course related to Florida Statutes and the Chair is required to take an additional in person up to 1 hour training related to Chair duties.~~ Board members are required to be trained in accordance with Florida Statutes.
- L. Chair: The Chair is responsible for the orderly conduct of the meeting. To fulfill this duty, the Chair must enforce the rules of procedure that are adopted by the City Commission. The Chair shall be impartial and conduct the meetings in a fair manner. The chair may introduce motions and second any motion.
- M. Vice-Chair: The Vice-Chair shall fulfill the duties of the Chair if the chair is not in attendance.

- N. Decorum: All board members must conduct themselves in a professional and respectful manner. All remarks should be directed to the chair and not to individual board members, staff, or citizens in attendance. Personal remarks are inappropriate. A board member is not allowed to speak at a meeting until being recognized by the chair. All comments made by a chair shall address the agenda item that is being discussed. The Chair shall enforce these rules of decorum. If a board member believes that a rule has been broken, a point of order can be raised. A second is not required. The chair can rule on the question or allow the board members to debate the issue and decide the issue by a majority vote.
- O. Reports to the City Commission: Board Chairs ~~Boards~~ may submit reports to the city clerk for inclusion on the City Commission agenda. Reports shall be submitted at least seven (7) business days prior to the City Commission meeting. ~~All reports to be submitted to the City Commission shall be approved by a majority vote of the board members prior to submission.~~ Chairs may make an in-person report to the City Commission.
- P. Budget: Boards provided with a budget by the City shall submit their budget, including backup information and material, to the City Administrator by June 1st each year.
- Q. Purchasing: Boards, provided with a budget, shall discuss required items during the organizational meeting and provide the City Administrator with a list of items requested for purchase. In accordance with City Code, purchasing items in the amount of \$500.00 - \$5,000 requires three (3) quotes, unless reviewed and approved by City Attorney to determine if less than three (3) quotes are legally sufficient, to be submitted to the City Administrator for review and approval determination. Purchasing items under \$500.00 are to be submitted to the City Administrator for review and approval determination. For purchasing items over \$5,000, City Commission approval is required.
- R. Rules of Procedure: This Rules of Procedure for Voluntary/Advisory Boards Resolution shall supersede Robert' s Rules of Order on any subject specifically addressed herein; however, on any matters not specifically addressed by this Resolution, Robert' s Rules of Order shall prevail to the extent possible.

Section 3. The City Administrator is authorized to record this Resolution in the appropriate record book upon its adoption.

Section 4. If any clause, section, or other part of this Resolution shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall become effective immediately upon adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on January __, 2024.

FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH

Mayor Joey Raspe	NO	YES
Vice Mayor Freddie Foster	NO	YES
Commissioner Tom Harding	NO	YES
Commissioner Beth Ramsay-Vickrey	NO	YES
Commissioner Tom DiFransico	NO	YES

Joey Raspe, Mayor

Silvia Gransee, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

RESOLUTION NO. 2024-03

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING A DECLARATION THAT THE PROVISIONS OF SECTION 112.144(1)(d), FLORIDA STATUTES, THAT REQUIRE MUNICIPAL ELECTED OFFICIALS TO FILE FORM 6 FINANCIAL DISCLOSURE FORMS IS UNCONSTITUTIONAL AND INVALID; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 1976, Article II, Section 8 of the Florida Constitution has required that all elected State constitutional officers file a full and public disclosure of their financial interests, which is done through a state-adopted form (“Form 6”) that requires, among other things, the disclosure of the specific amounts of an official’s net worth, income and asset values; and

WHEREAS, historically, municipal elected officials have been required to make a more limited financial disclosure that is done through a different state-adopted form (“Form 1”) that requires, among other things, the disclosure of information related to sources of income, real property, intangible personal property liabilities and interests in specified businesses, but does not include the specific amounts of an official’s net worth, income and asset values; and

WHEREAS, the Mayor and all current elected members of the City of Key Colony Beach (the “City Elected Officials”) were elected by the voters of the City subject to and in reliance upon Florida law that required the Mayor and Commission Members to annually file Form 1 (not Form 6) financial disclosures forms; and

WHEREAS, although the State Legislature has the power in the Florida Constitution to require that additional public officers file a full and public disclosure of their financial interests, it must do so consistent with other constitutional limitations; and

WHEREAS, in 1980, the voters of Florida amended the Florida Constitution by adopting Article 1, Section 23, the “Right to Privacy,” which states that “[e]very natural person has the right to be let alone and free from governmental intrusion into the person’s private life except as otherwise provided herein”; and

WHEREAS, because the right of privacy is a fundamental right within Florida’s constitution, the Florida Supreme Court has consistently required that any law intruding on the right is presumptively unconstitutional and must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

WHEREAS, the First Amendment to the United States Constitution, and Article 1, Section 4 of the Florida Constitution, protects the freedom of speech, which includes the right to choose

what to say and what not to say, any impairment of which must be justified by a “compelling state interest” which the law serves or protects through the “least restrictive means;” and

WHEREAS, during the 2023 legislative session, Senate Bill 774 was passed and codified at Law of Florida 2023-09, amending Fla. Stat. § 112.3144, to change the financial disclosure requirements and now require that all elected municipal mayors and elected members of the governing board file a Form 6 financial disclosure, which is substantially more burdensome and personally intrusive than the Form 1; and

WHEREAS, the imposition of the Form 6 disclosure requirements at the municipal level (a) represents an unwarranted intrusion into the privacy rights of municipal elected officials, most of which receive little or no compensation for their service, (b) unnecessarily risks the safety of such officials (making them targets of, among other things, burglary, identity theft and extortion), and (c) will deter many otherwise qualified and interested citizens from running for office; and

WHEREAS, in fact, many municipal officials resigned from office prior to December 31, 2023, as a result of the new disclosure requirements, disrupting the ability of some local governments to operate for lack of a quorum; and

WHEREAS, the imposition of the intrusive Form 6 disclosure requirements at the municipal level is not the least restrictive means of serving the governmental interests of preventing abuse of the public trust, as demonstrated by, among other things, the lack of such requirements at the municipal level in other states and at the federal level (even the President of the United States and members of the U.S. Congress are not required to make such extensive disclosures); and

WHEREAS, requiring that unpaid (or low paid) municipal elected officials disclose their precise net worth, income and assets does not serve (let alone constitute the least restrictive means of serving) any compelling interest – Form 1 disclosures constitutes sufficient transparency to inform the public of potential conflicts; and

WHEREAS, the imposition of new financial disclosure requirements upon municipal elected officials who were elected without such requirements violates due process, is fundamentally unfair and violates fundamental constitutional rights; and

WHEREAS, the City desires to participate in a lawsuit seeking a declaration that the provisions of Section 112.3144(1)(d), Florida Statutes, that require municipal elected officials to file Form 6 financial disclosure forms are unconstitutional and invalid and should be enjoined (the “Lawsuit”); and

WHEREAS, the City of Key Colony Beach believes it is in the best interest of the citizens and residents of the City to participate in the Lawsuit and urges other municipalities and their elected officials to also participate as plaintiffs.

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

City of Key Colony Beach

City Commission Meeting January 18, 2024

State of Florida Department of Environmental Protection Grant 22FRP63

- Public Safety Facility Hardening Grant approved in September 2022 through the State of Florida Department of Environmental Protection (FDEP) Resilient Florida Program.
- The funds are U.S. Department of Treasury federal funds managed by FDEP, FDEP communicates with Grantee – City of Key Colony Beach
- Due to Federal Funds, Federal requirements with additional State requirements need to be met.
- Amount approved \$2,282,859.28 with local matching funds of \$4,431,432.72.
 - Funds are set up as reimbursement from the State of Florida through the formal request process.
- Scope of Work includes construction of a critical facility that houses the Police Department, Emergency Operations Center, and City Offices. The new facility will be elevated above the Base Flood Elevation (BFL) in accordance with City and State Building Codes, and will be designed to protect from storm surges, and high-speed winds. The detailed new City Hall drawings are included in the application and work plan.
- Quarterly updates required by the city to meet the qualifications of the grant. The last one provided this month summarizing a status update for 4th quarter 2023.
- Timing requirements from the contract:
 - All funds must be obligated by December 31, 2024 (legal binding agreement)
 - All funds to be expended by December 31, 2026.

City of Key Colony Beach

City Commission Meeting January 18, 2024

State of Florida Department of Environmental Protection Grant 22FRP63

- Examples of deliverables from the contract:
 - Project costs include work approved through construction bid plans.
 - Signed engineer's certification of payment requests.
 - Throughout the program construction observation and inspection services documented by an independent Florida licensed engineer.
 - Certification of Completion signed by a Florida-registered Professional Engineer.
 - Construction shall be conducted in accordance with all state and federal permits.
- Quarterly updates provided:
 - 3rd quarter 2023 – provided September 2023
 - Estimated dates of construction
 - Start of construction September 30, 2023
 - Construction completion June 30, 2026
 - 4th quarter 2023 – provided January 2024
 - No contractor has been awarded the contract.
 - No permit has been issued.
 - No progress on the start of construction
 - No demolition started.