

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, March 21st, 2024 – 9:35 am OR at the end of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& 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. Appointment of Vacant Commission Seat

a. Introduction of candidates by the City Clerk – Pgs. 1-6

b. Candidate Statements

(Each candidate for the vacant City Commission seat may speak for five minutes).

c. Citizen Comments & Correspondence

(Members of the public may speak for three minutes in support or rebut of candidates. Correspondence received by the City Clerk will be made part of the record but not read into the record)

d. City Commissioner Questions/Comments

e. Call for Nominations

f. Vote by Commissioners

g. Swearing-in Ceremony - Pg. 7

h. **Tentative* per City Code of Ordinances Sec. 2-64 – Vacancies on City Commission (2) If a majority of said remaining members are unable to agree upon a person to fill said vacancy after forty-five (45) days, the City Commission shall call a special election for that purpose. However, no special election shall be held within six (6) months prior to a regularly scheduled municipal election.

4. Special Request: Presentation by Burke Energy Solutions on Solar Energy for the Wastewater Plant

a. Request by the Utility Board for Commissioner Input on going forward – Pgs. 8-41

5. Citizen Comments and Correspondence – Pgs. 42-46

6. Approval of Minutes

a. January 18th, 2024 – City Commission Regular Meeting & Public Hearing – Pgs. 47-63

b. February 12th, 2024 - City Commission Townhall MeetingTBA****

c. February 15th, 2024 - City Commission Regular Meeting & Public Hearing **TBA**

d. February 23rd, 2024 – Key Colony Beach Townhall Meeting Minutes on Floodplain Management – Pg. 64

7. Committee and Department Reports (written reports provided; Staff and Board Chairs available for questions)

a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card

b. City Administrator's Report – Mayor Raspe – Pg. 65

c. Police Department – Chief DiGiovanni – Pgs. 66-71

d. Building Department – Interim Building Official Borysiewicz

e. Public Works – Public Works Department Head Guarino – Pgs. 72-73

f. City Clerk – City Clerk Gransee – Pgs. 74-76

g. Code Enforcement Officer – Ed Borysiewicz

h. Beautification Committee – Sandra Bachman

i. Planning & Zoning Board – George Lancaster

j. Recreation Committee – Richard Pflueger

- i. Pickleball Liaison Report – Carman Slusher
- k. Utility Board - Bill Fahs

8. Mayor-City Administrator Items for Discussions & Approvals:

- a. Review of Townhall Meeting held on March 18th, 2024
- b. Discussion on revised City Administrator Job Description & Agreement – **Pgs. 77-87**
- c. Discussion/Approval for pay increase for the City Clerk of \$10K/yr. with same benefits
- d. Discussion/Approval for the final pay for former Building Official Lenny Leggett in the amount of \$7,013.51 – **Pg. 88**
- e. Update on Marble Hall, Administrative Offices, and overall progress

9. City Commissioner Items for Discussion/Approval

- a. Discussion/Approval of the hiring of Ed Borysiewicz for the position of Building Official, Building Inspector, Fire Inspector, and Code Enforcement Officer- **Pg. 89**
- b. Discussion/Approval of the recommendation for appointment of Fred Swanson to the Utility Board as a full-time member – **Pgs. 90-93**
- c. Discussion/Approval of a proposal by The Southern Group for a 12-month agreement with an annual retainer of \$54,000 for the state and local-level advocacy services, beginning March 1, 2024.
 - i. Proposal – **Pgs. 94-106**
 - ii. Contract – **Pgs. 107-131**
- d. Discussion/Approval of a proposal by Mittauer & Associates to provide engineering drawings for drainage improvements along 7th Street and Shelter Bay Drive in the amount of \$67,500 per the recommendation of the Utility Board from February 20th, 2024. – **Pgs. 132-138**
- e. Discussion & Recommendation for Approval/Disapproval for an interlocal agreement between the Florida Keys Aqueduct Authority and the City of Key Colony Beach on Wastewater Fee Collections per the Recommendation of the Utility Board
 - i. Interlocal Agreement – **Pgs. 139-148**
 - ii. Required Program Participation Information – **Pgs. 149-153**
 - iii. Utility Board Recommendation – Chair Bill Fahs
- f. Discussion/Approval to authorize Mayor-City Administrator Joey Raspe to negotiate and execute a lease with the United States Postal Service (Requires approval of Resolution No. 2024-05 under item 12a.)
- g. Discussion/Approval of a Surveying Proposal Service at 1st Street Park by Reece & Associates for FRDAP Grant requirements in the amount of \$5,900.00. – **Pgs. 154-155**
- h. Discussion/Approval on the Recommendation from the Bid Evaluation Committee on ITB 2023-014 Tennis Court Construction Project – **Pgs. 156-159**
- i. Discussion/Approval on the following proposals from LaRue Planning
 - i. Peril of Flood Update to the Comprehensive Plan in the estimated amount of \$25,000 to \$30,000 – **Pgs. 160-161**
 - ii. Update Capital Improvements Element (CIE) Five-Year Schedule of Capital Improvements in the amount not to exceed \$2,500.00 – **Pg. 162**
 - iii. Agreement on professional Comprehensive Planning Services in the amount of \$135.00/hour. – **Pgs. 163-165**

- j. Discussion and Vote on the continuation of the Smart City Project
- k. Discussion/Approval for the business of a Mobile Food Trailer at the Mobil Gas Station at 13100 Overseas Highway to allow Empanada Nation to sell Empanadas and Cuban Coffee per the recommendation by the Planning & Zoning Board ****tentative** - Pgs. 166-169**

10. Secretary-Treasurer's Report

- a. February 2024 Financial Summary – **Pgs. 170-172**
- b. Approval of Warrant 0224 in the amount of \$1,146,660.50 – **Pg. 173**

11. City Attorney's Report

12. Ordinances & Resolutions

- a. **Resolution No. 2024-05:** A Resolution of the City Commission of the City of Key Colony Beach of Monroe County, Florida, authorizing Mayor-City Administrator Joey Raspe to negotiate and execute a lease with the United States Postal Service. – **Pgs. 174-175**
- b. **First Reading of Ordinance No. 2024-489:** An Ordinance of the City of Key Colony Beach, Florida, amending the Code of Ordinance Article VI – Finance, Section 2-75, to increase the discretionary spending threshold, amending the language containing scrivener's error, repealing conflicting Ordinances, providing for severability, and providing for an effective date. – **Pgs. 176-178**

13. Commissioner's Reports & Comments

- a. **Commissioner Harding**
 - i. Wastewater sampling results update
 - ii. South Florida Water Management District workshop feedback - South Florida excessive rain events resulting in flooding, and updates on estimated sea level rise from two recent workshops.
- b. **Commissioner DiFrancisco**
- c. **Vice-Mayor Foster**
- d. **Mayor Raspe**

14. Citizen Comments

15. Adjournment

**This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 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/87129318383?pwd=WGZ2RnRLMnpiYTVwbWJkK1FLeVJQZz09>

Passcode: 173614

Or One tap mobile:

+13052241968,,87129318383#,,,173614# US

+13126266799,,87129318383#,,,173614# US (Chicago)

Or join by phone:

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

US: +1 305 224 1968 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 360 209 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 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 871 2931 8383

Passcode: 173614

International numbers available: <https://us02web.zoom.us/j/87129318383?pwd=WGZ2RnRLMnpiYTVwbWJkK1FLeVJQZz09>



CITY OF KEY COLONY BEACH

APPLICATION FOR CITY COMMISSIONER

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

****It is not required to complete this application to be considered for the vacant Commission seat. Applicants may submit a letter of interest, resume, or any other appropriate format for consideration****

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

Address: [REDACTED]
KEY COLONY BEACH, FL 33051

Mailing Address (if different): _____

Business Address: _____

Occupation: BUILDER

Home/Cell Ph.: [REDACTED] Work Ph.: _____

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 Key Colony Beach?

☒ Yes ☐ No

Have you ever served on a volunteer board/committee/commission or in a volunteer capacity before?

☒ Yes ☐ No

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

KCB Zoning Commission

Why would you like to serve on this commission?

YES

Do you plan on running for the seat in the next election of 2024?

☒ Yes ☐ No

What special skills would you bring to this position?

CONSTRUCTION, BUILDING EXPERIENCE.


Please list fields of work experience: COMMERCIAL BUILDER FOR 42 YEARS THROUGHOUT THE MIDATLANTIC STATES, CONSTRUCTION LAW AND BASIC ENGINEERING.

List any licenses and/or degrees (location and year):

LICENSED GENERAL CONTRACTOR IN MD, DE, NY, PA, CT, NJ

Local References (Please list 3):

1. FRED FOSTER
2. JOE RASPE
3. GEORGE LANCASTER

Signed:  Date: 3/5/24

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
CITY COMMISSIONER APPLICATION**

Acknowledgments:

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

Printed Name: _____

DOUGLAS L. COLONELL

Signature: _____

[Handwritten Signature]

Date: _____

3/5/24

Douglas L. Colonell

Key Colony Beach, Florida 33051

Telephone No.: [REDACTED]

E-Mail: [REDACTED]

I wish to be considered for the open Key Colony Beach Commissioners position.
I bring 40+ years of experience and wisdom which hopefully can be an asset to the community.

Profile

My wife Lisa and I purchased our single-family home in Key Colony Beach in April of 2020. We own vacation property in Ocean City Maryland. We own other property in Marathon. We came to the Keys following our college years to participate in a study of the lemon shark and never fully left. I began my building career initially constructing custom home developments including infrastructure (roads, utilities; etc.) and small commercial projects. During this time my wife and I invested in and grew a development/property management company which now owns several rental properties (Commercial and Residential). Then I sold my partnership interest in a commercial construction company and founded my own building company in 1997 where we engaged with building offices, shopping centers and public facilities throughout Maryland, Virginia, Delaware, Pennsylvania, Connecticut, New York, New Jersey, and Washington DC. Most of our clientele were Fortune 100/500 corporations or government agencies. We went on to build over a thousand projects valued at more than a billion dollars.

Lisa and I have been married for 40 years and we have 4 grown children and 6 grandchildren plus 2 on the way. I believe that in addition to my commercial contracting experience and executive business background I have the skills necessary to be a valuable commission member.

I am currently serving on the Planning and Zoning Commission for KCB.

If elected, I would be honored to serve the Board and the ownership of Key Colony Beach so that we continue to be the Gem of the Florida Keys.

Professional Experience

<u>Croker Potter Builders Inc.</u>	<u>Project Manager</u>	<u>1982</u>
<u>The Leapley Company</u>	<u>Contracts Manager, VP</u>	<u>1986</u>
<u>John Day Associates</u>	<u>Minority Owner</u>	<u>1989</u>
<u>King Construction, Inc.</u>	<u>CEO, Owner and President</u>	<u>1997</u>
<u>Bay Electric, Inc.</u>	<u>President & Owner</u>	<u>2002</u>
<u>FHM Real Estate, LLC</u>	<u>Managing Director</u>	<u>1999</u>

Education

High School: Loyola High School, College Prep
College: Salisbury University, Business Administration
Towson University – Construction Law & Business Accounting
University of Miami –Graduate Studies

Personal Information

Past member of the Country Club of Maryland, Hillendale Country Club, The Building Congress and the Associated Builders & Contractors Association.
I am a Florida resident and registered voter.

Interests & Charitable

I like to travel, garden, golf and fish in the Florida Keys.
Save Old Seven, St Jude's, Tunnel to Towers, Save the Pelicans are all causes Lisa and I support.

Doug Colonell

March 1, 2024

Douglas L. Colonell

Date

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone# 305-289-1212 • Fax# 305-289-1767



CITY OF KEY COLONY BEACH - CITY COMMISSIONER OATH OF OFFICE

"I do solemnly swear, that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty, and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all duties as a member of the City Commission of the City of Key Colony Beach on which I am about to enter, so help me God."

Signature: _____

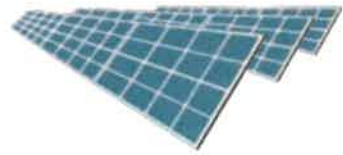
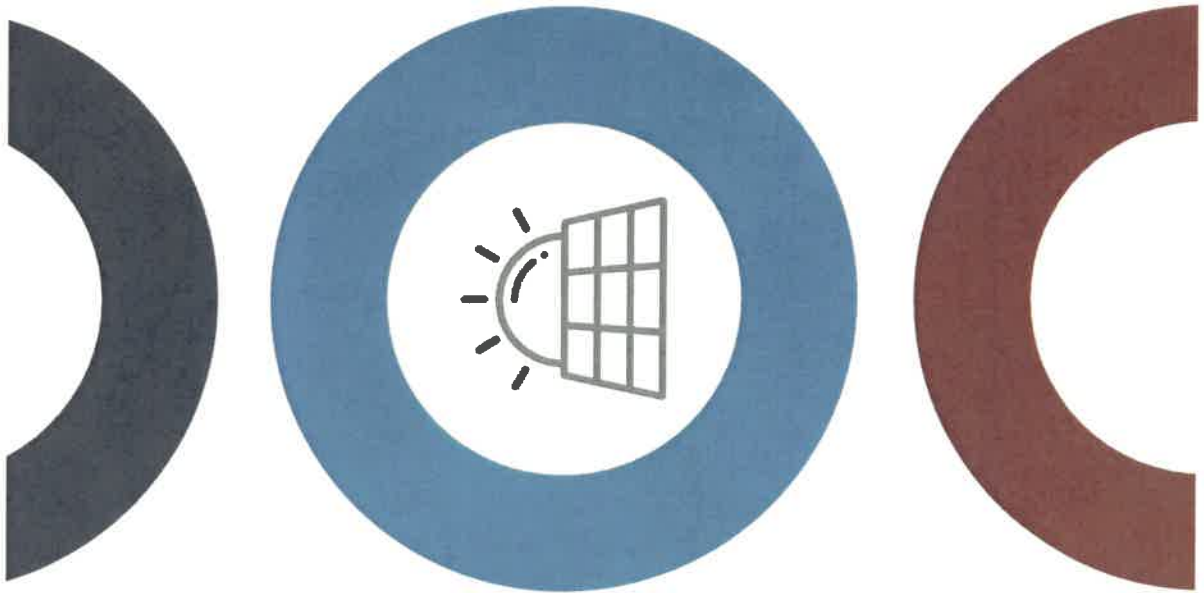
Printed Name: _____

Date: _____

Sec. 2-1. - Oath of office.

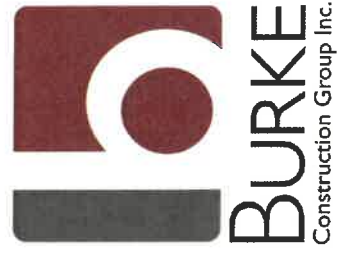
Each city official, whether elective or appointive, shall, before entering upon the discharge of the duties of office, take and subscribe the following oath before a notary public, or any officer authorized to administer oaths in Florida, to wit: "I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, and of the State of Florida, against all enemies, domestic and foreign, and that I will bear true faith, loyalty and allegiance to the same, and that I am entitled to hold office under the Constitution, and that I will faithfully perform all the duties of the office of (mayor, city clerk, etc.) of Key Colony Beach on which I am about to enter, so help me God." The oath of office shall be filed with the city clerk and kept and preserved as a part of the records of the city.

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



BURKE
Energy Solutions





BURKE Construction Group Inc.

Since 2007, Burke Construction Group, Inc. has remained a distinguished leader among builders. With clients as diverse as its services and portfolio, it's built more than structures. It's built relationships, communities, and the future of the construction industry.

- 70 employee
- + \$1.5 Billions of high quality and high-profile jobs
- + 10y experience in construction market





Dimensione Ingenierie is an Italian company, excellence in the market of the design of cableways. In 2007, Dimensione Energie was born, a company dedicated to engineering to support the environment.

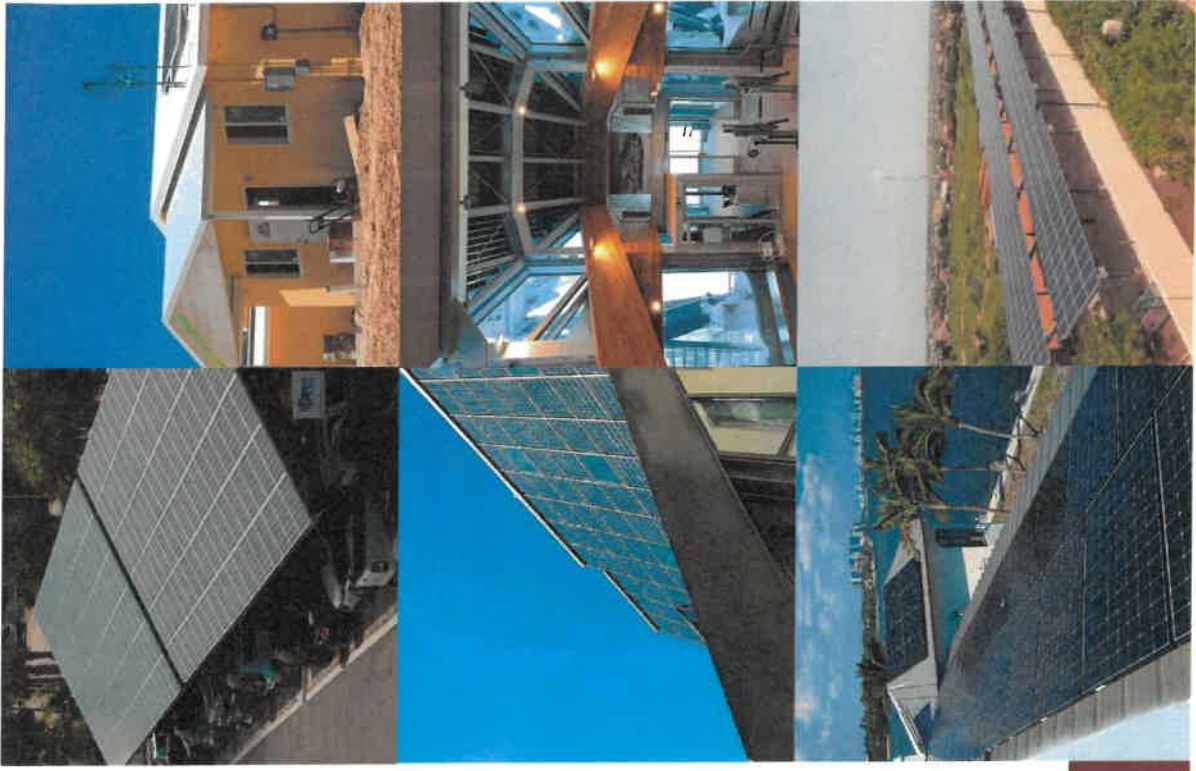
- +15y experience in solar market, +25y experience in extreme environments
- Several MW installed and under management
- General Designer & worksite management Skyway Mont Blanc; and Torino 2006 Olympic games engineering contractor

BES- Burke Energy Solutions





Together we built BES, Burke Energy Solutions.
BES aims to be a leading company in the design and
installation of photovoltaic systems



BES- Burke Energy Solutions

Why solar?



If the blue-colored surface in the map was filled with photovoltaic panels, the entire American energy requirement would be met!

For billions of years, the Sun has been producing energy. **BES** allows you to use solar energy not only for tanning, but also for saving money!



Reduce your electricity bill



Energy always available



Low payback time



Free from increases in energy cost



Go green

Why solar in Florida?



Because we are in the
Sunshine State!



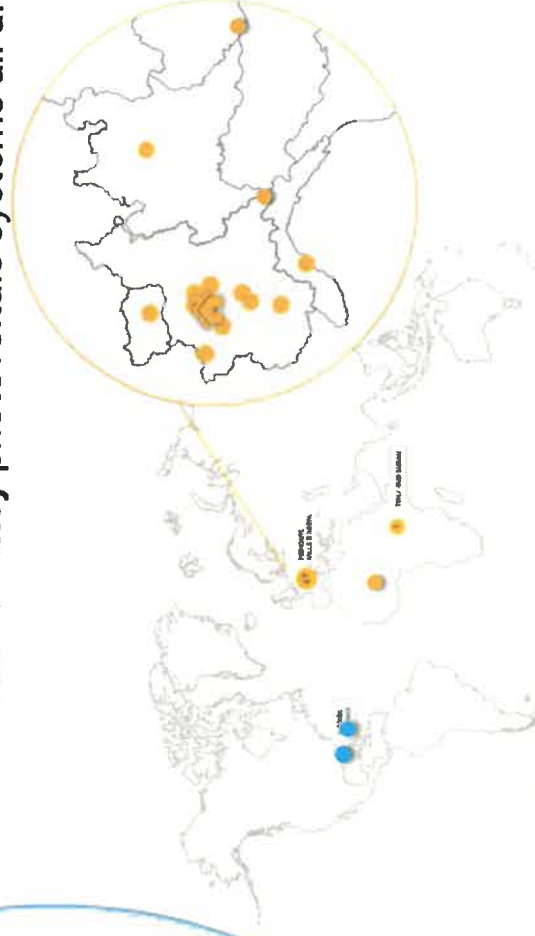
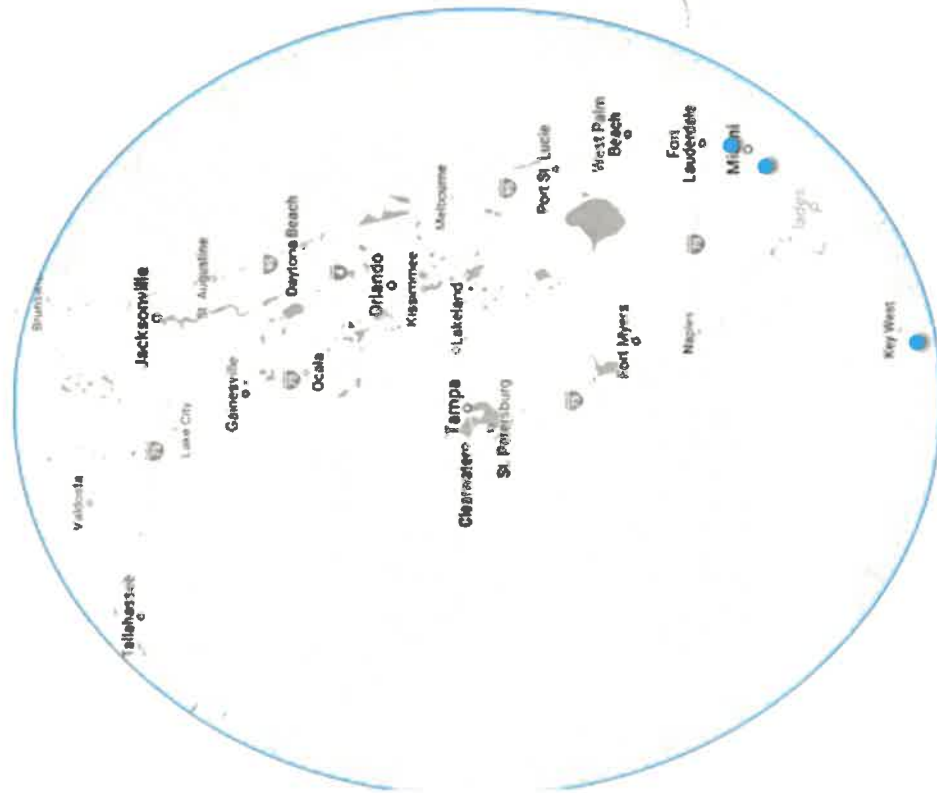


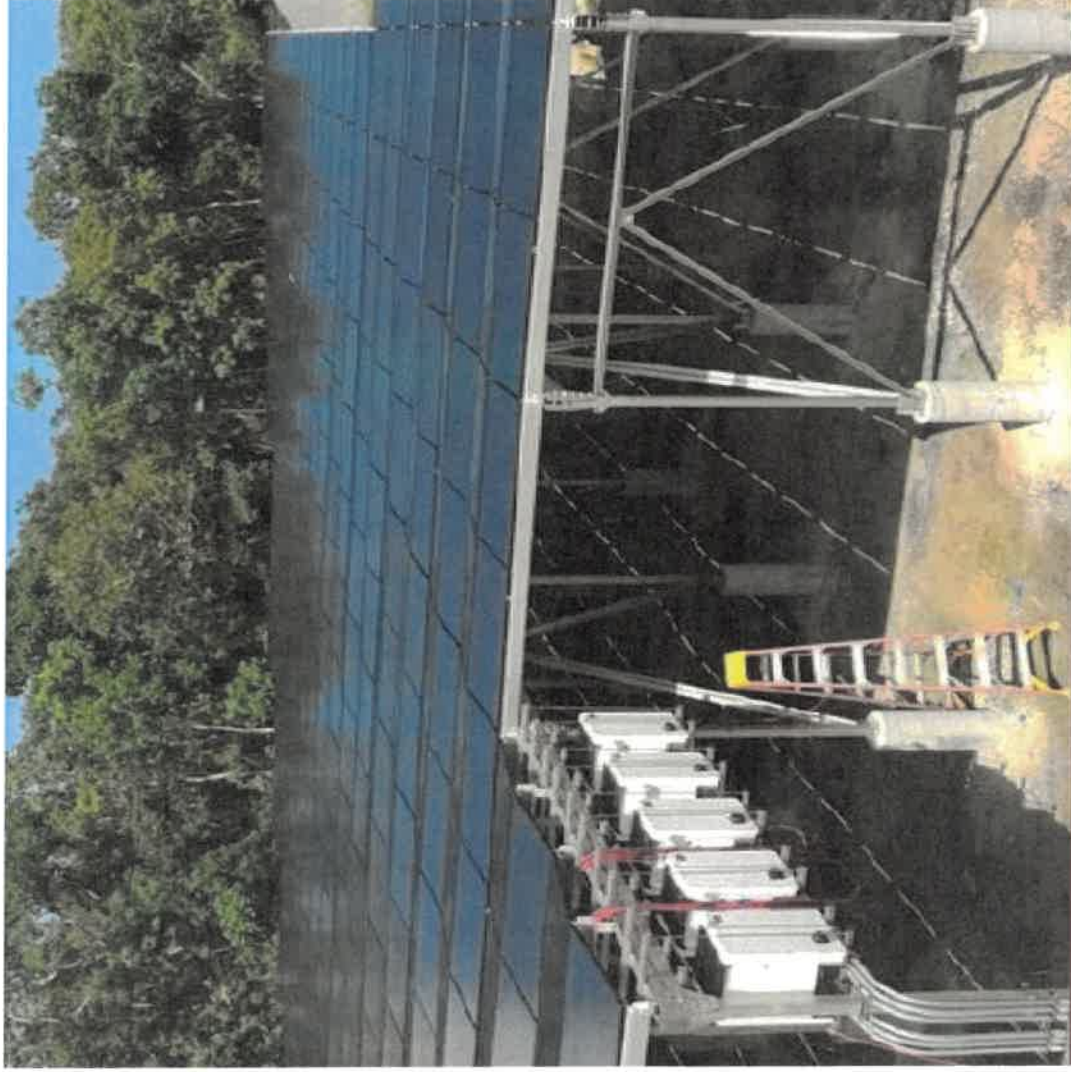
The Sun Among The Stars Our American Dream

- We dream of a world where the power of the sun is used to provide energy and to lower energy expenditure
- We want to help and support the American economy through our commitment and our work
- We work to save you money, time and worries

Our solar Installations

For decades, BES and its parent companies, Dimensione Ingenierie and Burke Construction Group, have been solving environmental, logistical and technical challenges to offer **tailor-made turnkey** photovoltaic systems all around the world.





Key Largo- FL

The solar systems were designed for diverse types of installation, including pitched roof vacuum station, custom-made carport and shade canopy structures carefully designed to overcome the challenge of extreme weather in South Florida as well as corrosive environment of the treatment plant.

Year: 2021
PV Power: +550 kWp

On canopy, on carport
and on roofs





Bahamas- stand alone system

Stand alone system, i.e. not connected to the grid, including +1,500 kWp ground mounted solar plant and 2,000 kWh battery storage system, in order to allow the energy independence of an entire island in the Bahamas. The PMS (power management system) manages the production and the consumption of energy, and ensures in every time the optimization of the setup.

Year: 2020

PV Power: +1,500 kWp

Batteries: 2,000 kWh

Ground mounted



US Embassy- Burkina Faso

~400 kWp PV plant mounted on a 20ft-high carport installed in the US Embassy in Ouagadougou (Burkina Faso- West Africa), overcoming environmental and logistic challenges.

Year: 2017

PV Power: ~400 kWp

On carport

BES- Burke Energy Solutions

13



Garelli & Viglietti

Two solar sub-plants, having a total power of ~1,000 kWp, installed on the roof of an industrial building in North-West Italy.

Jointly with the PV system, we designed and installed ancillary works for safe and efficiently maintenance, as stairs to access to the roof, washing system and safety system on roof.

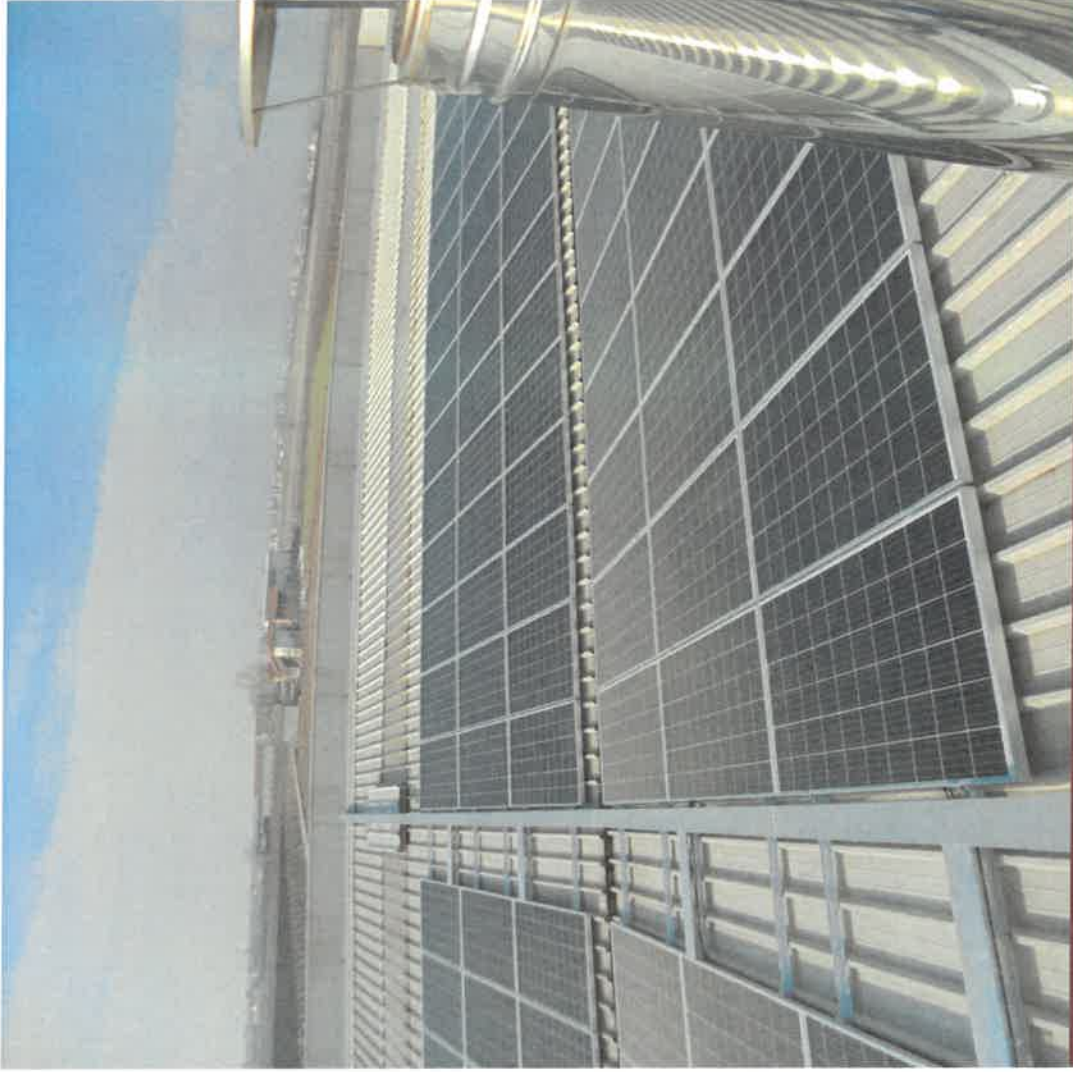
Year: 2012

PV Power: ~1,000 kWp

On roof

BES - Burke Energy Solutions

14



Tegea

PV plant of power of ~200 kWp on the roof of a production site in the North West of Italy, faced in East-West direction.

PV modules are anchored to the structures through special fixing systems, and the structures are in turn anchored to the metal roof.

Year: 2020
PV Power: ~200 kWp

On roof



La Thuile

PV plant of power of ~50 kWp on the roof of the top station of a cable car installation, sited at ~2,200 m (+7,000 ft) above the sea level in La Thuile, in front of Mont Blanc, the highest mountain in Europe.

A solar plant on a station roof, close to the roof of Europe!

Year: 2015

PV Power: ~50 kWp

On roof



La Salle Carport

PV plant of power of ~20 kWp installed on a carport in the West Alps for an Italian municipality.

Its structure, slim and sinuous, is designed by Dimensione Ingegnerie to resist to high loads in terms of snow and wind.

Year: 2024
PV Power: ~20 kWp
On carport

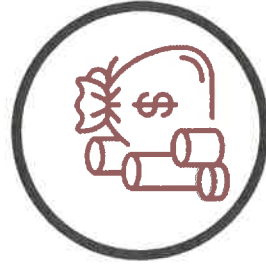


Analysis of energy load

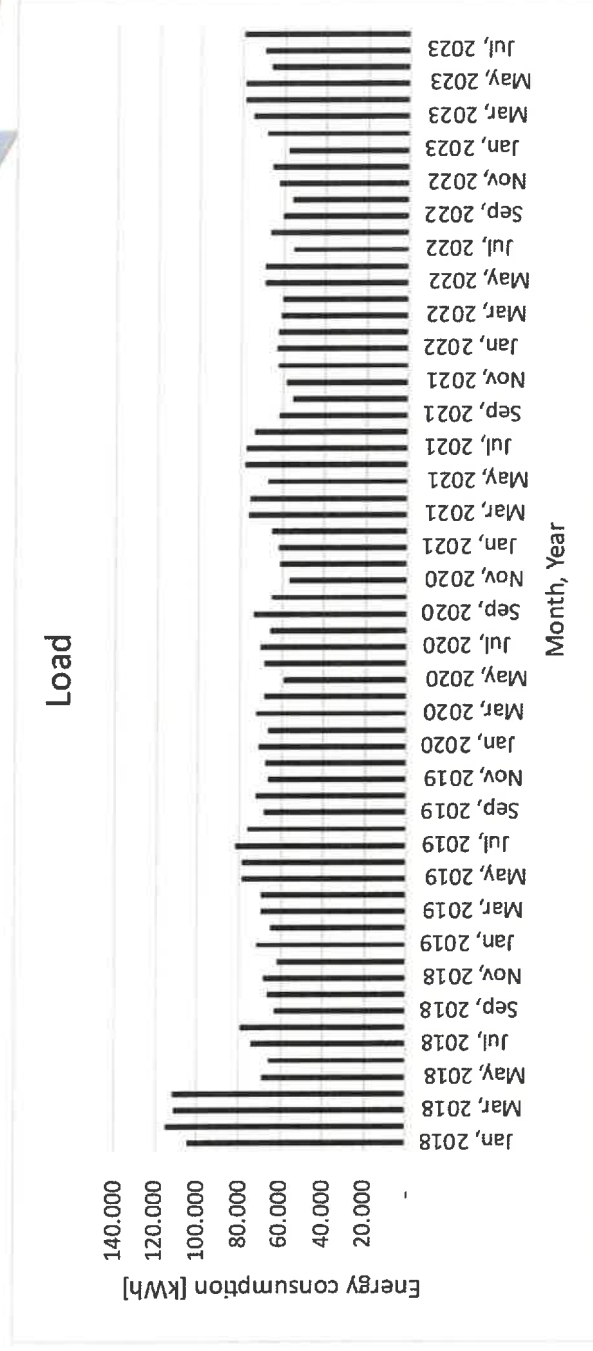
We performed energetic and economic analysis on the basis of the data (from January 2018 to August 2023) and the bills shared by You



850,000 kWh/y
(860,000 in 2023)

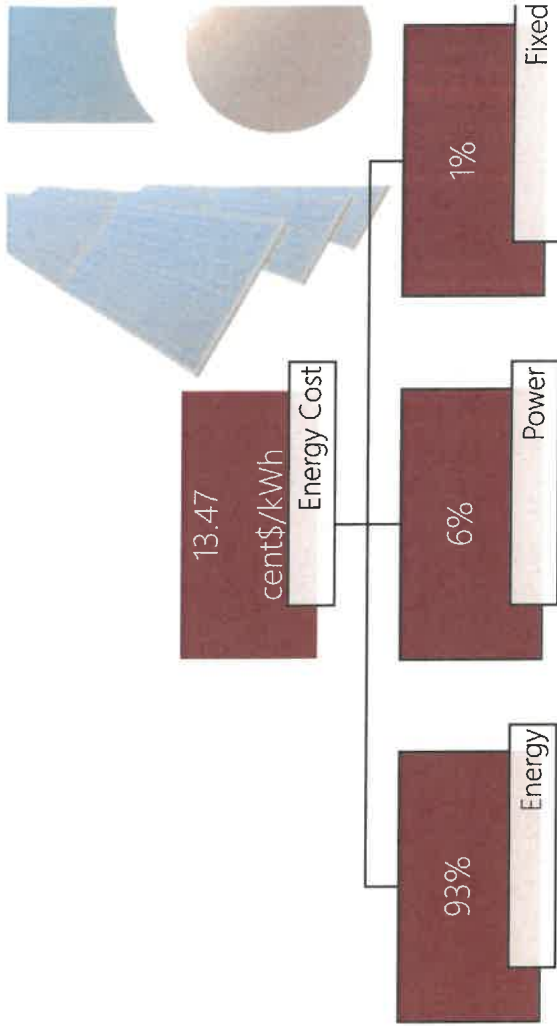


+ 100 k\$/y
(+115 in 2023)

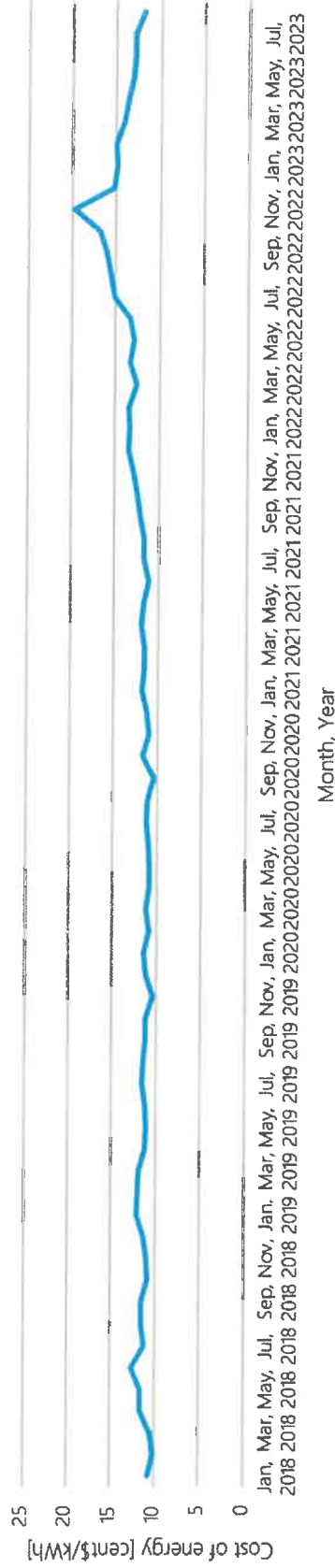


Energy Cost

Considering the last year of data, the unitary energy cost is 13.47 cent\$/kWh, made up by energy quote (93%), power quote (6%) and fixed quote (1%).



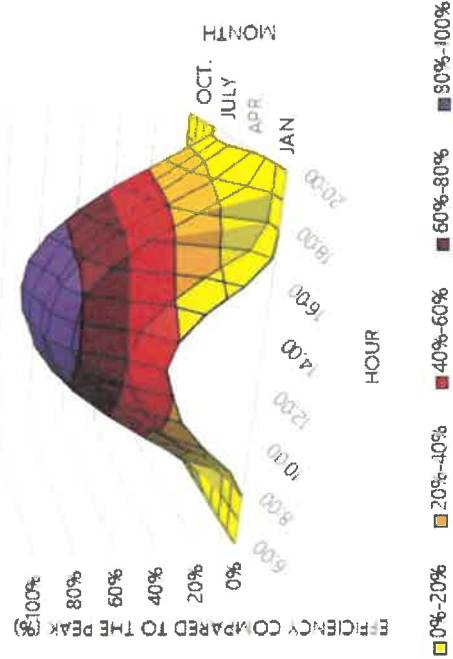
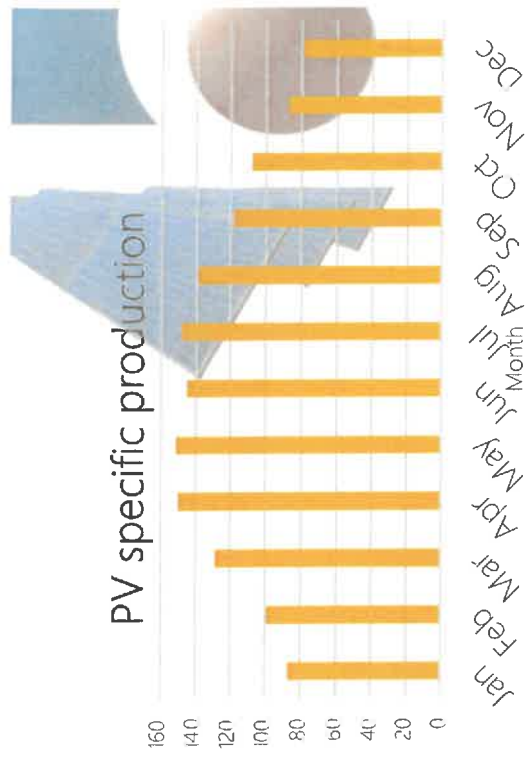
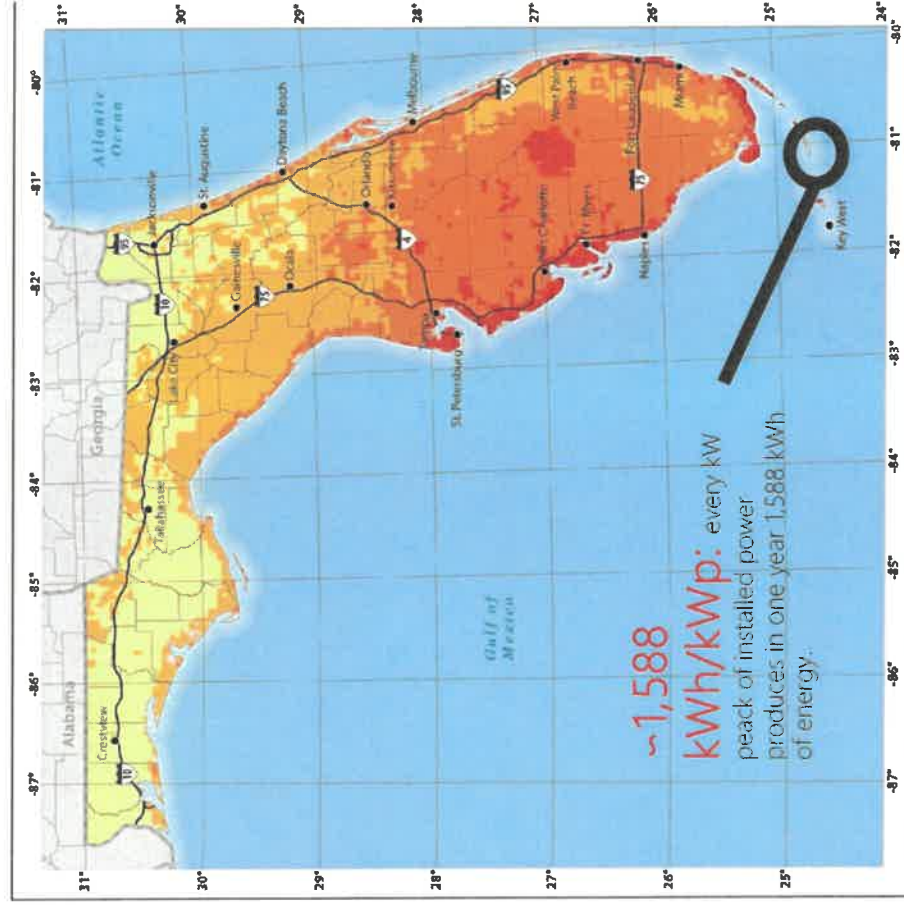
Unitary cost of energy



Load and cost across the years

	[\$/month]	[kWh/month]	[\$/kWh]
Year	Bill	Consumption	Unitary cost
2018	\$9,174.09	82,486.67	0.1112
2019	\$8,177.53	72,093.33	0.1134
2020	\$7,318.03	66,440.00	0.1101
2021	\$8,025.52	67,520.00	0.1188
2022	\$9,191.14	62,526.67	0.1469
2023 (Jan- Aug)	\$9,667.62	71,770.00	0.1347

Production Analysis



Proposal

According to Florida norms, **net metering** (id est, the contract with the utility allowing to the prod-user to sell the energy to the grid during extra-production times and withdraw energy from the grid during the extra-usage time without costs) is possible only if the PV production is less than the energy load.

As the load during the last 12 months of data was 861,240 kWh, and the specific production in the location is 1,588 kWh/kWp, the installed PV power able to cover the whole consumption is **542 kWp**.

$$\frac{\text{Yearly load } 861,250 \text{ kWh}}{\text{Specific production } 1,566 \text{ kWh/kWp}} = 542 \text{ kWp (PV power to cover all the load)}$$

This PV system allows a saving of almost **110,000 \$/year**

Convertible carport

- **PROBLEM:**

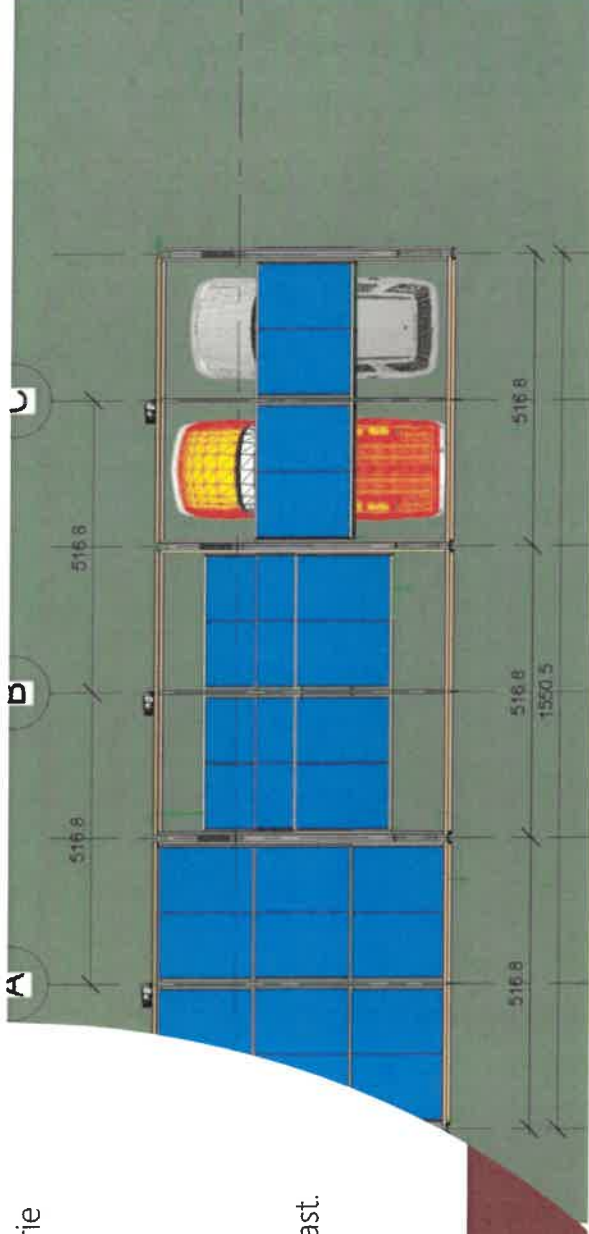
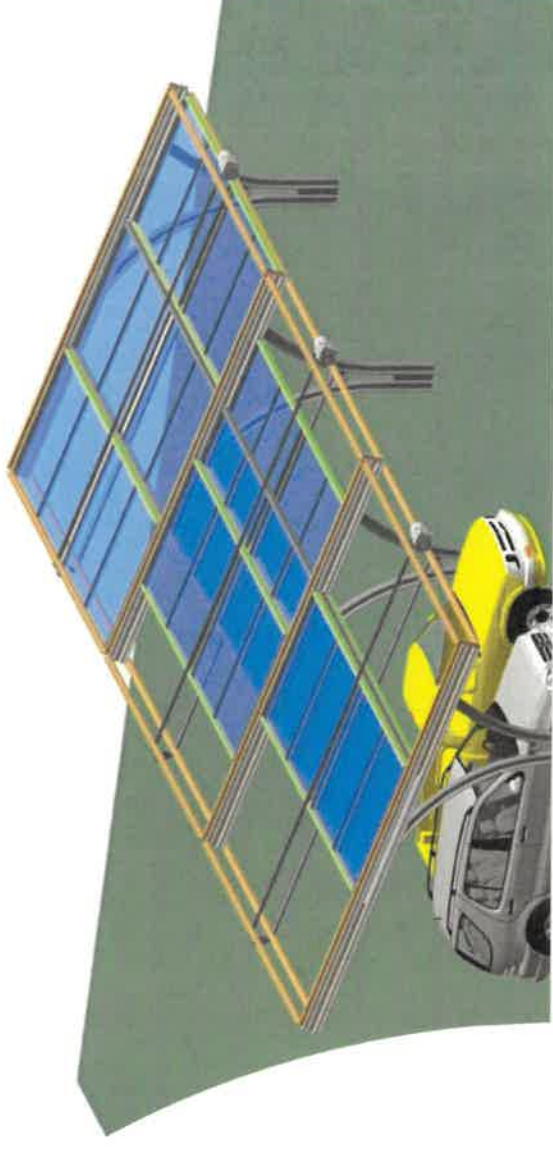
In South Florida, carport must be projected to resist to 175 mph wind load. This means heavy and expansive structures and plinths

- **BES SOLUTION:**

Convertible carport developed by Dimensione Ingegnerie and BES, able to assume two positions of the PV cover:

- Open, maximizing the exposed surface;
- Closed, increasing the resistance to the wind.

The closing/opening of the carport happens in autonomous way, based on sensors and weather forecast.



Convertible carport



HURRICANES PROOF

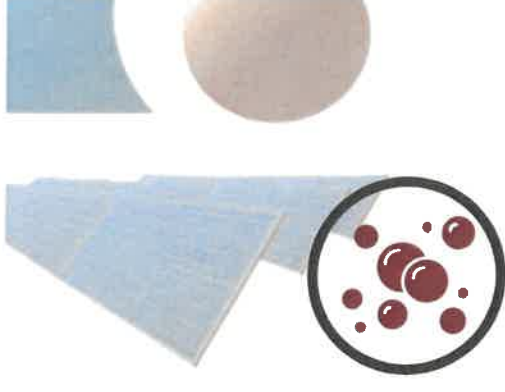
During the critical hurricanes wind condition, the carport automatically close its cover, increasing a lot its wind resistance.

In this way, the convertible carport is compliant with the Florida normative (wind = 175mph)



AFFORDABLE

As the closing of the carport surface increase the wind resistance, it is possible to define lighter and more affordable structures and plinths



EVAPORATION

In case of flooding of the below area, by closing the carport cover, it is possible to increase the evaporation of the water

Location



600 8th Street, 33051 Key Colony Beach- F

Proposed layouts

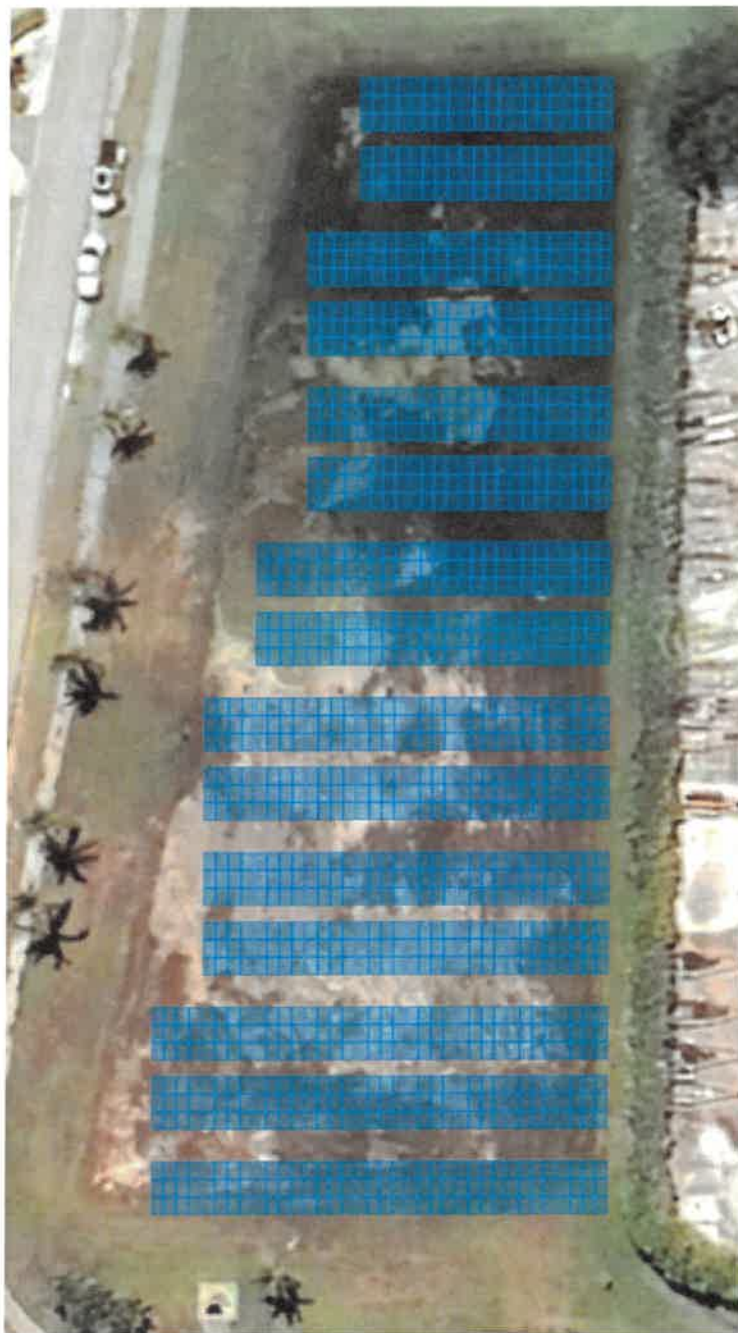


- **OPT A - 1,284 modules, 552.1 kWp**
- **OPT B - 576 modules, 247.7 kWp**
- **OPT C - 225 modules, 96.7 kWp**
 - roofs - 117 modules, 50.3 kWp
 - carport - 108 modules, 46.4 kWp



Project		Key Colony Beach WWT Facility 600 8th Street, 33051 Key Colony Beach - FL			
Name		SOLAR PV SYSTEM			
Title		PV SYSTEM LAYOUT			
Date	03/24	Execute	D.L.	00	
Scale	N.T.S.	VSOP / APPR	REV	DATE	
					

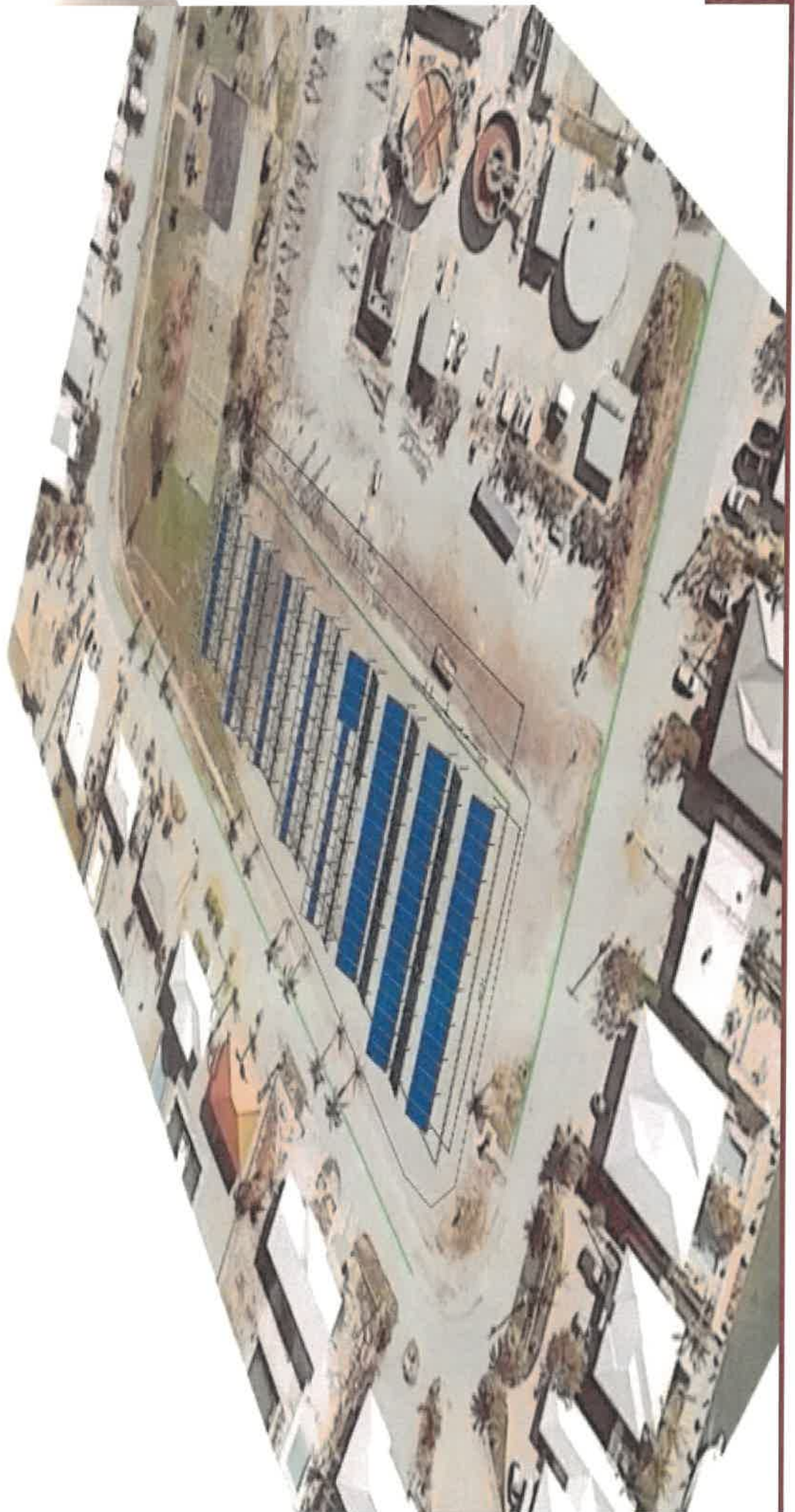
Option A

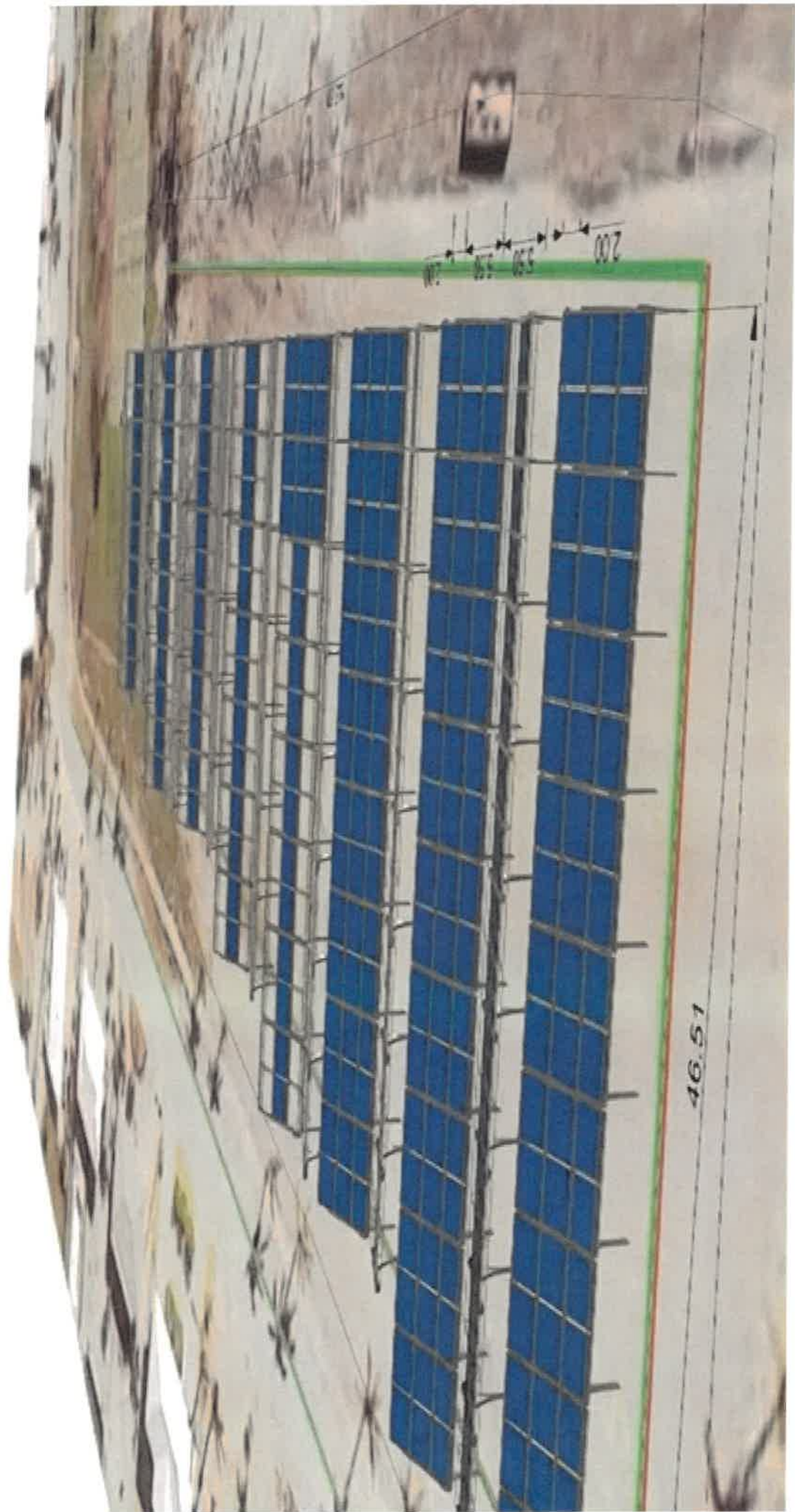


552 kWp
(102% of the load)



\$ 2,208k
\$4,000/kWp







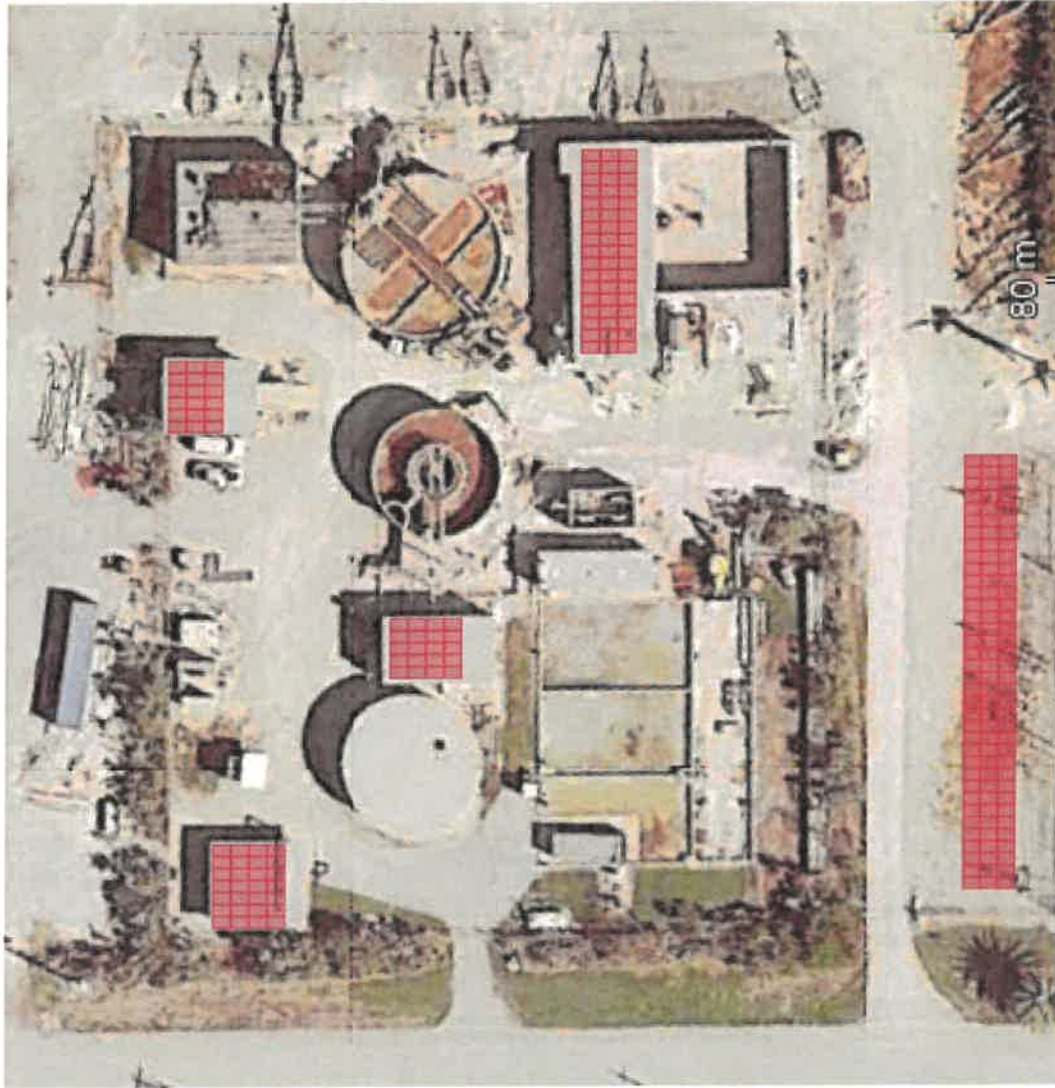
Option B



248 kWp
(46% of the load)



\$ 992k
\$4,000/kWp



Option C

50 kWp on roof + 46 kWp on
carport
= **96 kWp**
(18% of the load)



\$ 340k

\$4,000/kWp on carport + \$3,000/kWp on roc



Tax incentives

PV system is not only an energy tool, able to transform the sunlight into energy, but is also a financial tool, able to **transform taxes into saving**.

In fact, Federal norms allow the buyer to take advantage of:

1

30% Tax credit

Saving, in terms of taxes, of the 30% of the turn-key price of the PV plant.
Utilizing tax credit, the payback time of the carport and canopy PV installations is reduced to ~14 years, and the payback time of the roof mounted PV plant is reduced to ~7 years.

2

MACRS

Allows to fast depreciate the PV plant, increasing the tax shield effect, according to the following table:

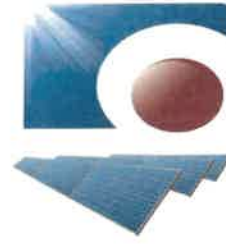
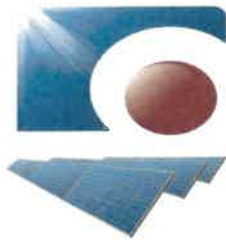
Year	Depreciation
1	20.00%
2	32.00%
3	19.20%
4	11.50%
5	11.50%
6	5.80%



Thank you for your time

BES - Burke Energy Solution

www.bcginc.net



Silvia Gransee

From: Mary <mlizkohl@gmail.com>
Sent: Saturday, February 17, 2024 1:03 PM
To: Silvia Gransee
Subject: Re: [External] Amazon Order

Sylvia, Thank You To The City Commission and Staff for the thoughtful gift certificate.

I think I will apply it to a new pair of gardening gloves!

Thank you again,

Mary Kohl

On Feb 16, 2024, at 8:34 AM, Silvia Gransee <cityclerk@keycolonybeach.net> wrote:

Good Morning All,

This is just to let you know that the order for St. Patrick's Day has been placed.

Happy Friday!

****This email has been blind copied to the Committee****

Silvia Gransee
City Clerk
City of Key Colony Beach
305.289.1212 ext. 2
Fax 305.289.1767
cityclerk@keycolonybeach.net

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.

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If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

<02-16-2024 Amazon Order.pdf>

Silvia Gransee

From: Sue Bartkus <suebartkus@gmail.com>
Sent: Wednesday, February 21, 2024 4:03 PM
To: KCB Mayor; Freddie Foster; Tom Harding; Tom.difrancisco@keycolonybeach.net; Silvia Gransee
Subject: [External] You asked for the citizens suggestions to trim the budget---

Her is what we would suggest:

1. Make Code Enforcement Officer a PART TIME POSITION. This way we would not need to provide insurance or retirement.
2. Implement a code hearing board instead of using a Magistrate.
3. Eliminate the city boat--save on insurance, maintenance and initial cost.
4. Eliminate providing city vehicles--instead give them a car allowance IF NECESSARY, saving initial investment, insurance, maintenance costs.
5. Review the number of NECESSARY city employees and cut positions not essential. Why do we seem to have over double the number of employees since we hired our first city manager/administrator???? We didn't grow much as a city and aren't going to.
6. Consider making the position of city manager/administrator (who should be a KCB resident) a part time position. Again, not requiring that we pay insurance benefits nor retirement benefits. Many corporations are going this way.
7. Find a new city attorney who will work with the citizens and NOT plot against them--get rid of our present attorney. In future, only have him attend the absolutely necessary meetings. Why have our bills gone up since we got a city manager who hired this attorney????? Why is he at ALL of the meetings including committee meetings? Not necessary is it?
8. Neither Duck Key nor Marathon have their own police department. Why do we? Get a price from the sheriffs dept to see what they would charge us to handle our city? That is who takes care of Marathon and Duck Key.
9. Eliminate our post office. Have them (or us) put in boxes in various locations or one central location. Why should we pay for construction of a building, insurance and utilities and maintenance and then RENT it for \$1. per year???? This seems ridiculous. The post office by Franks Grill is not too far. This is mostly a convenience for people running home businesses. It is convenient but not essential.

WE thank you commissioners for the stellar job you are doing picking up the pieces and putting our wonderful little community back on the right track.

If you need help to work on city hall, please let us know. Jack was a contractor (originally a union carpenter) and can do almost anything. I am good with a broom and a mop and am a great helper/laborer. We are certainly willing to help at city hall when needed.

Thanks so much.

Jack and Sue Bartkus

708-670-2277 Jack jjbartkus@gmail.com

708-670-2201 Sue suebartkus@gmail.com

Silvia Gransee

From: Barbara <mbcco@comcast.net>
Sent: Thursday, February 22, 2024 5:07 PM
To: KCB Mayor; Freddie Foster; Tom Harding; Tom DiFransico; Silvia Gransee; City Attorney; Lenny Leggett; Barry Goldman
Subject: Re: [External] Cisna, 690 11th Street

I am following up on my email because I made an error referencing the construction site. The address is 680 11th Street not 670 11th Street. I am sorry if this caused any confusion

Barbara Baran-Cisna.

Sent from my iPhone

On Feb 22, 2024, at 3:36 PM, Barbara <mbcco@comcast.net> wrote:

2/22/24

My name is Barbara Baran-Cisna. My husband, Martin, and I own 690 11th Street. We are the north side of the duplex under construction at 670 11th Street.

Since hurricane Irma we have had to deal with the ongoing issues with this construction. We know some of you have not been a part of the Commission for this entire period of time. We would be willing to meet with the Commission to discuss what has transpired during the past seven years. We have attached a chronological recap detailing what has transpired during this project. We also have a copy of the approved drawings and photographic renderings of the completed project if you would like to see them. If you are unaware, we had damage to our home caused by Mr. Harper's construction.

I was approached by Commissioner Foster during the break at the last Commissioner's meeting. He indicated Mr. Harper was contacted and mediation was being considered. He asked that I provide him a list of things that I felt needed to be addressed and/or repaired. I mentioned the hearing by the Special Magistrate and asked if the dictates and fines were going to be enforced. I am aware of the decisions and details since I was called as a witness to this hearing. He indicated I did not need to concern myself with that; it was a matter between the City and Mr. Harper. He said that I only need to address items to be repaired and not to include anything that was of an emotional nature. I also questioned the involvement of the City's legal counsel in the proposed mediation.

Mr. Harper has been fully educated on multiple occasions by the Building and Code Enforcement officials and the Commission as to what was/is necessary to complete his project. On the occasions I witnessed he verbally agreed to what was presented. Even after granting multiple permits and extensions the City has not enforced the proper measures to insure he is doing what is required on the permits to have the project completed in the allotted time. He has been shown extreme leniency. How can you be

certain that, if you do mediate, he will adhere to what is required of him. What will you put in place to accomplish this compliance?

We would appreciate confirmation and comments on the following:

1. Only by winning a legal appeal can the decision and dictates of the Special Magistrate be altered.
2. Under the law, is it required that the mediator be a licensed attorney or can an individual of the Commission; or the entire Commission; be authorized to mediate on the City's behalf?
3. Since the Commission has a lien on the property, is it a conflict of interest to mediate?
4. The Final Orders of the hearing with the Special Magistrate dictates what is necessary for Mr. Harper to continue work on his project. This includes submission of new drawings to obtain a permit to move the project forward.
5. Will all violations that have taken place since the hearing before the Special Magistrate be addressed?
6. We are not licensed architects or contractors. Any items I may submit should not be construed as the only things that need to be addressed but included with those required by the Building and Code Enforcement departments.
7. Since we are directly impacted by any future decisions or actions at mediation; will we be provided a document, prior the mediation, detailing what the Commission is proposing? Also because it directly impacts us should we not be a part of the mediation process?

You are welcome to stop at our home to speak with us in person or contact us via phone (410 917-2535) or email.

Barbara and Martin Cisna
<KCB_chronological_recap_2_22_24.doc>

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, January 18th, 2024 – 9:49 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 Key Colony Beach City Commission Regular Meeting and Public Hearing was called to order by Mayor Joey Raspe at 9:49 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, Code Officer Barry Goldman, Police Chief Kris DiGiovanni, Sergeant Jamie Buxton, Building Official Lenny Leggett, Building Assistant Karl Bursa, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Public Attendance: Approximately 100

2. Agenda Additions, Changes & Deletions: City Clerk Gransee asked for the following additions, changes, and deletions:

- Addition under Special Request as Item 3c.: Special Request by the Marathon Moose Lodge to provide transportation during the Key Colony Beach Day.
- Deletion of Item 7d.: Proposal by RMPK Funding. An additional management option was provided that will need to be reviewed first.
- Addition to 8h.: Discussion on Florida Keys Days in addition to the Florida Legislative Days.
- Addendum to Item 9a. – Treasurer's Report
- Amendment to 9b.: Corrected Warrant 1223 in the amount of \$607,958.91.
- Correction on 11c.: Complete Resolution 2024-03 (missing signature page in original packet)
- Addition under Item 11 Ordinances & Resolutions as Item 11d.: Resolution 2024-04: Designation and Powers of the City Administrator to the Mayor
- Addendum to 12c.: Wastewater Report

Commissioner Ramsay-Vickrey asked for Agenda item 11d. to be tabled until the next meeting for it was not received until 5:30 am this morning.

Commissioner Ramsay-Vickrey further asked to pull item 12 b (ii).

Vice-Mayor Foster stated an urgent need for the addition of Resolution 2024-04 and having discussed it with the Attorney. Vice-Mayor Foster spoke on the importance of codifying the roles and responsibilities that are being fulfilled.

Commissioner Ramsay-Vickrey spoke on late Mayor Ron Sutton's ability to operate in the position as acting City Administrator without the need of a Resolution and repeated for a chance to review the document for a proper review.

Mayor Raspe informed on having reviewed the document and not finding anything out of the ordinary that not already involves his regular duties as the acting City Administrator.

Commissioner DiFransico asked City Attorney Smits on the consequences if the Resolution does not get approved.

City Attorney Smits informed on not having clear knowledge of what is being discussed, but for the city's code to allow the Mayor to assume the City Administrator's responsibilities. City Attorney Smits further talked on the intent of the resolution to be a clarification on job responsibilities and the Commissioner's prerogative to determine if more time is needed for review and to determine cause.

Vice-Mayor Foster asked for clarification on procedure for the item to be added to the agenda and made a motion.

MOTION: Motion made by Vice-Mayor Foster to determine cause for the addition of Resolution 2024-04 for Mayor Raspe to fulfill his duties as City Administrator to the agenda. Mayor Raspe seconded the motion.

DISCUSSION: Commissioner DiFransico stated no concerns on the addition of the item.

ON THE MOTION: Rollcall vote. Commissioner Ramsay-Vickrey – No. Commissioner Harding – Yes. Commissioner DiFransico – Yes. Vice-Mayor Foster – Yes. Mayor Raspe – Yes. Resolution 2024-04 was added to the agenda.

The Commission gave the City Clerk agreement with the prior requests for agenda additions, deletions, and changes.

3. Special Request:

a. Recognition of the Promotion of Corporal Buxton to Sergeant:

Police Chief DiGiovanni spoke on the promotion of Sergeant Jamie Buxton and talked about Sergeant Buxton's career in the City, passion for family, and love for the City. Chief DiGiovanni informed that all training requirements were completed which included requirements by the previous Administrator and management training. Chief DiGiovanni explained the role of a Sergeant and for Sergeant Buxton having proven herself to be ready for those responsibilities. Chief DiGiovanni informed for Sergeant Buxton to hold the role as first female Police Sergeant for the City of Key Colony Beach and congratulated her on the accomplishment.

Sergeant Buxton's daughter completed the pinning of the badge. Chief DiGiovanni presented a plaque to Sergeant Buxton for her hard work and dedication, as well as a badge signifying her accomplishment as first female Sergeant for the City of Key Colony Beach.

b. Special Request by the Key Colony Beach Pickleball Club to hold a concert at Sunset Park on February 10th, 2024:

Lynne Conklin spoke on behalf of the Pickleball Club and the request to hold a concert at Sunset Park. Lynne Conklin spoke on current collected donations in the amount of approximately \$135,000 and a planned give-away of an e-Bike and a concert by 'Rick and Dayna'. Lynne Conklin asked for approval of the concert and consideration to waive the park rental fee and informed of 220 current Pickleball Club members

Commissioner Harding gave support for waiving the park rental fee and informed on regulations on not being able to sell items in the park. Lynne Conklin informed that previous plans for a food truck were cancelled.

Mayor Raspe informed on current rental fees and limits and asked about preparations for parking and the number of people attending. Mayor Raspe further informed of the need for the help of the Public Works Department after the concert in preparation for Sunday concert. Lynne Conklin anticipated an attendance about 100 but said that no one would be turned away from attending.

Commissioner Harding suggested waiving fees for Police or Public Works and this to be a community event.

Chief DiGiovanni confirmed one officer on duty plus an additional officer to be sufficient for the event. Commissioner Foster suggested the use of 11th Street for parking to reduce the amount of crowding. Mayor Raspe confirmed to send notice to Assistant Fire Marshal Card on the event. The Commission received confirmation for Sunset Park volunteers to help with the event.

Mayor Raspe asked for a motion and a second.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Special Request by the Marathon Moose Lodge to provide transportation during the Key Colony Beach Day **AGENDA ADDENDUM**

Mayor Raspe informed of the request and asked to coordinate with the Key Colony Beach Community Association. Mayor Raspe informed on the 7th Street grass lot to be the location for trolleys and to provide the contact information to the Marathon Moose Lodge.

Mayor Raspe asked for a motion.

MOTION: Motion made by Vice-Mayor Foster to approve the request. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

4. Citizen Comments and Correspondence: City Clerk Gransee informed on the following correspondence:

- December 14th, 2023, Logan Blackburn, 305 14th Street, expressed dissatisfaction with Mayor Raspe's rules of procedure at the December Commission meeting.
- December 24th, 2023, John DeNeale, wrote to the Commission expressing support for the construction of a new City Hall building and gave concerns of State approval for the repair of the old building.
- January 4th, 2024, Diane Slusher, Vice-Chair Pickleball Club, shared positive correspondence from residents on the management of the Pickleball Club.
- January 6th, 2024, John DeNeale shared his design concept on repair of the old City Hall building.
- January 16, 2024, Kathryn McCullough wrote to the Commission for the consideration of an apology from the City Commission for the investigation of fraud in the FEMA investigation.
- January 16, 2024, Sue Bartkus wrote to the Commission on various issues including the number of city staff, legal representation, current Commissioners involvement on the City Hall building contract, the past City Administrator, and questioning on the need for a new City Administrator.
- January 17, 2024, Sue Bartkus, wrote to the Commission in reference to a general ledger spreadsheet on legal expenses.

City Clerk Gransee informed that all correspondence was shared with the Commission and available to the Public upon request.

Vice-Mayor Foster spoke on Kathryn McCullough's long time role in the City and issued an apology to the former Commissioner and City Clerk.

Mayor Raspe agreed with Vice-Mayor Foster and disagreed with the involvement of Kathryn McCullough in the investigation.

Vice-Mayor Foster asked City Clerk Gransee to include citizen correspondence in the meeting minutes. City Clerk Gransee confirmed the request.

Mayor Raspe asked for citizen comments.

Joe Zino, Monte Christo Condominiums, spoke on the differences in opinion on City Hall and the need to move forward. Joe Zino talked on compromise and to obtain outside professionals for expert recommendations. Joe Zino further suggested municipal bond financing for the City and to chart a way to move forward with compromise.

Joe Schmidt, 430 4th Street, voiced opposition to the payout of former City Administrator Turner and further talked about not having found verbiage of the actual declaration of the condemnation of City Hall and asked for an explanation.

Elizabeth Kohaut, 701 8th Street, asked who holds the responsibility of inspecting properties and the separation of utilities. Mayor Raspe advised those questions to be directed to the Building Department. Building Official Leggett informed for the City not to regulate private sales and not being informed of splitting utilities and for the responsibility to be with the property owner. Vice-Mayor Foster suggested to contact the utilities company and to ask for authorization and documentation.

5. Approval of Minutes

- a. December 13, 2023 - City Commission Special Meeting
- b. December 14, 2023 - City Commission Organizational Meeting
- c. December 14, 2023 - City Commission Regular Meeting & Public Hearing Minutes
- d. December 20, 2023 - City Commission Special Meeting

Mayor Raspe asked for changes to the minutes. There were none. Mayor Raspe asked for approval of the minutes.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. Committee and Department Reports

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card

Marathon Fire Assistant Mike Card reported on emergency calls for the past month and informed on a slow month for the City. Mike Card informed on five members of the Marathon Fire Department trying out for

the SWAT Team and two open paramedic positions. Assistant Fire Marshal Card informed on the implementation of the GIS system for fire hydrants which provides exact locations through GPS technology. Mike Card explained for the system being implemented through an app and gave additional information on the usage.

Vice-Mayor Foster thanked Assistant Fire Marshal Card for the 'Wounded Warrior' Event.

Assistant Fire Marshal Card informed of wanting to involve the city in all of their functions and asked for the City to inform the Fire Department on events bigger than 100 people to be able to assist with paramedics.

b. Police Department – Chief DiGiovanni

Police Chief DiGiovanni gave his monthly report to the Commission. **The report in its entirety is attached to the meeting minutes**

Vice-Mayor Foster recommended to move forward with the purchase of the requested police equipment and the use of the former Administrator vehicle. Vice-Mayor Foster asked about compensation for Officer Burden for his work with the FWC.

Police Chief DiGiovanni informed for Officer Burden volunteering with no compensation and voiced concern on paying for volunteer services for officers.

Mayor Raspe informed for the topic to be added to the contract negotiations with the Union, and voiced support for the vehicles and equipment and to have monies available in the budget.

Mayor Raspe asked for a motion and a second after further discussion.

Commissioner Harding asked on budget assumptions for the renewal of vehicles and if a change is needed. Commissioner Harding agreed with the vehicle swap and voiced support for the tasers but asked on the legality of a 5-year contract.

City Attorney Smits informed that 5-year contract is legal as long as it includes a clause to cancel after one year.

Commissioner Harding spoke on the importance of upfront pricing, warranty services for 5 years, and bid requirements for purchases over \$25,000.

The Commission continued discussing pricing, warranties, and bid requirements.

Mayor Raspe recommended to keep the best vehicles for reserve vehicles.

Vice-Mayor Foster spoke on the possibility of piggybacking on the purchase of another entity and provisions of sole source purchasing.

Chief DiGiovanni gave concerns on purchasing under someone else's contract due to warranties and liability issues.

Chief DiGiovanni confirmed that the Charger had to be purchased according to the City's Accountant.

Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to purchase the Charger for Fair Market Value as listed, a vehicle truck swap with the Building Department, and to investigate taser purchasing options within purchasing guidelines for the city. Mayor Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Raspe called for a 30 minute recess.

The meeting reconvened at 12:30 pm.

- c. Building Department:** Building Official Leggett gave his monthly report to the Commission. **The report in its entirety is attached to the meeting minutes**

Commissioner Harding reported good feedback from the Property Managers meeting and to keep building good relationships.

Vice-Mayor Foster asked on his request for clarification on the Ocean Front Condos and stated for the owners requiring help. Building Official Leggett informed on being aware on questions on sewer payments. Vice-Mayor Foster asked Building Assistant Bursa for the purpose of the master spreadsheet for substantial improvements. Building Assistant Bursa explained the purpose and benefit for the owner, as well as the Building Department, and receiving CRS Credit for the tracking of the information. Building Assistant Bursa gave further details on using the value from the Property Appraisers Office per Florida Statutes and the owner having the ability to seek an independent appraisal as well. Building Assistant Bursa confirmed to share the spreadsheet.

Commissioner DiFransico asked Building Official Leggett on his report on working with the DEO on the upgrading of the Comprehensive Plan and suggested to work with Planning & Zoning Chair George Lancaster on the process. Building Assistant Bursa informed on being past due on reporting requirements and having followed the former City Administrators directive on working on the reports. Building Assistant Bursa stated to be happy to work with the Planning & Zoning Board and confirmed that no changes on the Comprehensive Plan have been made and for the Planning & Zoning Board and City Commission to have final approval on any update.

- d. Public Works:** Public Works Department Head Guarino gave his monthly report to the Commission. **The report in its entirety is attached to the meeting minutes

Commissioner DiFransico spoke on prior discussions on buttonwood trimming at Sunset Park and asked on knowledge of any exotic species.

Public Works Department Head Guarino informed for the Buttonwood Hedge being on a regular trim schedule and the cutbacks on the hedge having to be made in small increments and progress is being made. Commissioner Harding spoke on erosion at the Sunset Park Pier due to mild storms and suggested possible improvements and permit state requirements, and to look into a proposal for a grant request.

City Clerk Gransee informed of the possibility of inclusion of erosion control in the current Sunset Park Grant application.

- e. City Clerk:** City Clerk Gransee gave her monthly report to the Commission. **The report in its entirety is attached to the meeting minutes**

Mayor Raspe congratulated City Clerk Gransee on her City Clerks certification.

Vice-Mayor Foster thanked City Clerk Gransee for her work.

- f. Code Enforcement Officer:** Code Officer Goldman gave his monthly report to the Commission. **The report in its entirety is attached to the meeting minutes**

Vice-Mayor Foster asked for clarification on the report on a conflict with the Police Department. Code Officer Goldman stated for there to be no conflict.

Commissioner DiFransico asked on the intent for a community outreach to inform citizen on rules and floodplain management.

Code Officer Goldman informed on the information being available on the City's website.

Building Assistant Bursa informed of pamphlets being available at City Hall and gave support for a Townhall meeting on Floodplain Management to provide new information to residents.

Commissioner DiFransico asked if the program for identifying unlicensed rentals is still being used.

Code Officer Goldman confirmed for the program 'Rentalscape' still being used and explained the process of the software program identifying rentals without a license.

Commissioner DiFransico asked for an update for the property at 680 11th Street and spoke of the property having been under a red tag for over a year and to have been an eyesore for the community and neighbors. Commissioner DiFransico suggested for the City Administrator and Building Official to have a meeting with the property owner to discuss the possibility of a settlement. Code Officer Goldman informed for the Special Magistrate having issued orders on how to achieve compliance. Commissioner DiFransico asked to review options on how to come to a settlement. City Clerk Gransee informed for the property owner having appealed the Special Magistrate's order. City Attorney Smits informed that a private meeting can be held with staff and no attorneys present if both sides are in agreement. Commissioner DiFransico suggested for the city to reach out to the owner. Vice-Mayor Foster agreed with Commissioner DiFransico and referred to the City Attorney on how to move forward. City Attorney Smits informed to direct the city's Insurance Attorney to reach out and advised for the attorney's to set up the meeting.

g. Beautification Committee – Sandy Bachman

Beautification Committee Chair Sandy Bachman thanked the Public Works Department and residents for their help with the Holiday decorations. Chair Bachman informed on having reviewed Holiday needs for the upcoming year including several holiday banners needing replacement due to wind damage. Chair Bachman informed on the Committee's plans to participate in the St. Patrick's Day parade and asked for participation in the locating of the 'Scary Rabbit' who used to hang out on Ocean Drive and Sadowski Causeway. Sandy Bachman informed on a successful work party at the old Post Office Tiki Garden and thanked Public Works for their help. Chair Bachman further informed on having placed a memorial plaque in the garden in memory of Carol Gross who tended to the City Hall Garden before her passing. Sandy Bachman informed for the December Beautification Award having been given to Liz Montgomery on 10th Street and for resident Tim Heitman to give a presentation on Monarch butterflies at the February Beautification meeting.

h. Planning & Zoning Board – Chair George Lancaster: None.

i. Recreation Committee: Vice-Chair Barbara Tataarchuk gave an overview of the last year and informed of Committee's concern about a lack of indemnity and a Committee member having resigned due to Sunshine Law concerns. Barbara Tataarchuk informed of the Committee's frustration with not making progress and for the matter to be of ongoing concern to members of committee. Vice-Chair Tataarchuk reported on the Committee's agreement to the expansion of the Pickleball courts and move of the Tennis courts to 7th Street. Barbara Tataarchuk further informed on conditions to the agreement and support by the Committee to the forming of a Pickleball Club. Vice-Chair Tataarchuk informed of resolving issues on the color of pickleball and tennis lines and improvements made for Tennis, Pickleball, and Bocce Courts including new nets, fencing, a new drainage system, and the resurfacing of the West Tennis Court.

- j. **Utility Board:** Chair Bill Fahs reported on efforts by the Board to save money on electricity cost for the Wastewater Plant. Chair Fahs informed on a Fact-finding mission to the Key Largo Wastewater Plant which is the largest producer of electricity through solar energy in the Keys. Bill Fahs informed on comparability in size of both plants and having asked Burke Energy Solutions to give a cost analysis for the needs of the city. Chair Fahs informed on the Key Largo Plant having been fully funded by Grants and for Vice-Mayor Foster to be travelling to Tallahassee in the coming weeks to meet with Legislators on available funding. Chair Fahs informed on current electric costs in the amount of \$154,000 a year and estimated costs to build the Solar facility between 2.2 and 2.5 Million Dollars. Chair Fahs informed for the Board to look forward to the next step with grant funding and Commission approval. Chair Fahs reported for the Board having approved a sewer main line replacement on 11th Street and Plant Manager Evans having found intrusion of roots into the lines forcing partial restriction. Bill Fahs informed on the emergency purchase of two vacuum pumps with approval of the Mayor and the Stormwater Project progressing on schedule. Commissioner DiFransico asked about the progression on the recommendation by the Board for third-party billing through FKAA. City Clerk informed of a contract having been received which will have to be reviewed by legal prior to going forward. Chair Fahs informed on the continuous updating on priorities for capital improvements for the plant.

Mayor Raspe called for a lunch recess at 11:50 am.

The meeting reconvened at 12:30 pm.

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:

Mayor Raspe introduced the agenda item and proposed an increase for Public Works Department Head Mike Guarino to a base pay to \$100,000.00 plus benefits in addition to an increase in the overall overtime budget to \$10,000.00 per year. Mayor Raspe asked for a motion and a second.

MOTION: Motion made by Vice-Mayor Foster to approve the pay increase. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner Harding asked on the impact of the overtime increase to the budget. Mayor Raspe explained this to be a discretionary increase and not necessarily to be used every year. Commissioner Harding informed for the change in overtime pay to involve a budget change and suggested instead for the Commission to agree not to be concerned if the Public Works Overtime Budget goes beyond the current approved budget. Mayor Raspe agreed and asked Public Works Department Head to Guarino to inform the Commission if the overtime budget comes close to the current budget limit. Commissioner Harding agreed.

AMENDED MOTION: Vice-Mayor Foster amended his motion to only pertain to the pay increase. Commissioner DiFransico seconded the amended motion.

FURTHER DISCUSSION: Commissioner Harding gave concerns about another staff member being recruited and suggested for one of the Commissioners to assess salaries and responsibilities. Mayor Raspe agreed with concerns on outside recruitment. Commissioner Harding agreed and asked to delegate a Commissioner to do the research and provide a recommendation. Commissioner Foster agreed and asked City Attorney Smits if it would represent a conflict for him to do the research on salaries and a recommendation to the Commission. City Attorney Smits stated no conflict. Commissioner Harding informed on being in direct competition with the County.

ON THE MOTION: City Clerk Gransee reminded for the rollcall to be on the amended motion on a pay increase to \$100,000 plus the regular benefit package for Public Works Department Head Mike Guarino. Rollcall vote. Unanimous approval.

b. Discussion/Approval of former City Administrator Turner payout and severance pay in the amount of \$30,172.45.

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

MOTION: Motion made by Commissioner Ramsay-Vickrey to approve the payout. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner Harding asked City Attorney Smits for the payout to be inline with the contract. City Attorney Smits confirmed and for the numbers having been confirmed the by City's accountant. Commissioner Harding informed on the last City Administrator's payout being significant and the Commission at that time reduced the payout in the contract to a competitive number.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval of backpay for Sergeant Buxton in the amount of \$5,060.75

Mayor Raspe introduced the agenda item.

MOTION: Vice-Mayor Foster made a motion to approve the backpay. Mayor Raspe seconded the motion.

DISCUSSION: Commissioner DiFransico asked on prior approval of the agenda item. Commissioner Harding asked City Attorney Smits for confirmation for the matter to be approved during the ongoing police negotiations. City Attorney Smits confirmed.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Gransee informed for the approval having been placed on the agenda due to the amount going above the City Administrator's discretionary spending of \$5,000.00.

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.

City Clerk Gransee confirmed the agenda item had been tabled. Mayor Raspe explained an additional proposal had been presented for grant management which is currently under review. Commissioner Harding explained the purpose of the RMPK Grant Management Firm and having been successful in the past for the City. Commissioner Harding further explained the State requirements for grant administration and the continued involvement of city employees to be involved in the process.

8. City Commissioner Items for Discussion/Approval

a. Discussion/Approval of recommendation of appointment by the Utility Board:

- i.** Gil Gilbertson – full-time member
- ii.** Joe Turgeon – alternate member

b. Discussion/Approval of recommendation of appointment by the Planning & Zoning Board:

- i.** Doug Colonell – full-time member

c. Discussion/Approval of recommendation of appointment by the Beautification Committee:

- i.** Mary Kohl – alternate member

City Attorney Smits informed Mayor Raspe for agenda items 8a through c be able to be passed with one motion. Mayor Raspe presented the approval items to the Commission and asked for a motion to approve.

MOTION: Motion made by Commissioner DiFransico to approve. Vice-Mayor Foster seconded the motion.
DISCUSSION: Vice-Mayor Foster asked for confirmation on the residency requirements for Mary Kohl. City Clerk Gransee confirmed that the requirements were satisfied. Commissioner DiFransico stated to have been impressed by all applicants and their qualifications. The Commission agreed.
ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Approval on putting the search for a new City Administrator on hold:

Mayor Raspe spoke on the agenda item and informed of the matter having been discussed in the Townhall Meeting. Mayor Raspe spoke on the need for the job description of the City Administrator having to be changed and received a general consensus from the Commission. Mayor Raspe stated for the job description and contract having to be researched to find the best way to go forward for the City.

MOTION: Mayor Raspe made a motion to put the search for a City Administrator on hold until the job description has been amended. Mayor Raspe asked for a second. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner Ramsay-Vickrey suggested having the topic discussed at the next Townhall Meeting and agreed with putting the actual search on hold until the Commission has come to a consensus. Vice-Mayor Foster commented that no vote is needed to put the search on hold because it had not being started. Mayor Raspe agreed to a discussion at the next Townhall meeting and to provide the current documentation on the City Administrator's position to the Commission. City Attorney Smits informed on the Commission's ability to have workshops and special meetings on the matter.

ON THE MOTION: No action was taken.

e. Review of Townhall Meeting:

Mayor Raspe spoke on the prior day's Townhall meeting and gave appreciation for the resident's questions and understanding for concerns. Mayor Raspe informed for the Commission to be working on solutions with transparency and honesty. Mayor Raspe informed on the next Townhall meeting to be on February 12th. Mayor Raspe informed of overwhelming positive feedback on the Townhall meeting. Commissioner Harding asked for the time limitations to be added to the agenda. Mayor Raspe agreed.

f. Continuance of Brightview Landscape contract

Mayor Raspe spoke on the agenda item and prior plans to cancel the contract. Mayor Raspe informed for the contract not having been cancelled and prior concerns were given on the impact on the Public Works Staff. Mayor Raspe informed Public Works Department Head Guarino having expressed desire to continue with the current contract. City Clerk Gransee informed on the budgeted cost of \$40,000.00 for the contract and the former decision for cancellation to have been made due to provide funding for the increase in the EMS contract. Public Works Department Head Guarino confirmed to Commissioner Harding for the additional purchased lawnmower to still be beneficial to his department.

Public Works Department Guarino confirmed prior concerns with quality of work and agreed with a competitive bid in the future for a landscape contract. Vice-Mayor Foster suggested Public Works Department Head Guarino to take over the responsibility of overseeing the management. Public Works Department Head Guarino confirmed the possibility of taking over the landscape responsibilities with at least one additional employee. Commissioner Harding spoke on costs for an additional employee and the ability to chose a different contractor if work is not satisfactory.

Mayor Raspe called for a general consensus by the Commission for the continuance of the contract and there was no further discussion.

g. Review of City Commission approval for all staff travel and education expenditures:

Mayor Raspe introduced the agenda item and recognized Vice-Mayor Foster. Vice-Mayor Foster asked City Clerk Gransee about concerns with the change in travel approval. City Clerk Gransee informed on some difficulties with the change in approval process for the department heads and recommended for the City Administrator to give approval on staff travel. Vice-Mayor Foster recommended to leave the decision up to the Mayor/City Administrator and for the responsibility to be solidified with the passing of the Ordinance. Vice-Mayor Foster asked for a vote by the Commission for the City Administrator to approve all travel with no need for approval by the City Commission.

MOTION: Motion made by Vice-Mayor Foster to give approval for the Mayor-City Administrator controlling and approving the travel for City employees. Mayor Raspe seconded the motion.

DISCUSSION: Commissioner Harding asked for the edit to approve travel within the budget of each department.

AMENDED MOTION: City Clerk Gransee informed for the request of the edit to be noted as an amended motion. Vice-Mayor Foster gave agreement.

ON THE MOTION: Rollcall vote. Unanimous approval.

h. Discussion/Approval of Commissioner Attendance of the Florida Legislative Action Days and the Florida Keys Days **addendum**

Vice-Mayor Foster introduced the agenda item and asked City Clerk Gransee about approval requirements. City Clerk Gransee informed for past Commission travel always having received a head-nod from the Commission and asked for Commission agreement to continue the process. The Commission agreed.

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**
- ii. Clean version of the Contract**

Mayor Raspe introduced the agenda item and asked for discussion on the amended contract. Vice-Mayor Foster informed on the changes that were made and recommended the approval. Mayor Raspe informed for City Attorney Smits having informed on a significant decrease in communication to the City Attorney's office. City Attorney Smits confirmed that all a-la-carte requests come through the Mayor. Mayor Raspe asked on the possibility of a more itemized bill. City Attorney Smits informed on having worked on the separation of expenditures and to be happy to work with the Mayor on further separations. City Attorney Smits spoke on code fines being assessed through the Special Magistrate and a tremendous amount of money parked in liens through code fines. City Attorney Smits further informed on ongoing settlements and recovery in fines and prosecutions.

Mayor Raspe asked for a motion and a second.

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

DISCUSSION: Commissioner Harding spoke on the increase in legal fees and the need for a funneling method on work approval. Commissioner Harding further talked on the need for monthly discussions on assignments and approvals. Vice-Mayor Foster spoke on all communications having a cost associated with and to understand that authorization is needed. There was no further discussion.

ON THE MOTION: Rollcall vote. Unanimous approval.

j. Discussion/Approval of Interlocal Agreement between the City of Key Colony Beach and Monroe County, Florida, for Municipalities Roadway Vulnerability Analysis

Mayor Raspe introduced the agenda item and recognized Vice-Mayor Foster. Vice-Mayor Foster informed on the purpose of the interlocal agreement and its benefit for information for floods, hurricanes, and elevation changes. Commissioner Harding gave the background on the agreement for the purpose of asking for State funding in addition to information on needed road improvements. City Clerk Gransee confirmed to Commissioner Harding to forward prior grant agreements to the Commissioner. Commissioner Harding gave support for the agreement.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

k. Discussion/Approval for an after-the-fact emergency expenditure for the Wastewater Treatment Plant in the amount of \$14,385.48

Mayor Raspe introduced the agenda item and explained for Utility Board Bill Fahs having talked about the emergency purchase in his report and asked for approval.

MOTION: Motion made by Vice-Mayor Foster to approve the emergency expenditure in the amount of \$14,385.48. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner Harding informed about the expense having been in the budget. Commissioner DiFransico recalled a maintenance program during his time on the Utility Board and asked if it is still in place. Commissioner Harding explained the capital improvement list and allocations for the current and upcoming budget and prioritization of items.

ON THE MOTION: Rollcall vote. Unanimous approval.

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**

Mayor Raspe introduced the agenda item and recognized Commissioner DiFransico. Commissioner DiFransico proposed to add citizen comments to the end of the agenda to give residents the opportunity to comment on what was discussed during Commission meetings. Commissioner Harding asked on the Commission's prerogative to add feedback to agenda items. City Attorney Smits informed for the Commission to be able to add citizen comments at each meeting without an ordinance change and suggested for the Commission to allow citizen comment at the end of the meeting instead of after each discussion item. The Commission gave consensus to the change to the agenda format.

- ii. Have the Mayor allow comments of more than three minutes without Commission approval – will require ordinance change:**

Commissioner DiFransico spoke on the benefit for the Mayor giving approval to allow citizens to speak past their allowed time. Commissioner Ramsay-Vickrey stated for this to never have been a problem and for it to be no need for an ordinance change. Commissioner Harding agreed. The Commission gave consensus not to change the format.

n. Discussion/Approval to reopen Marble Hall for immediate use:

Mayor Raspe informed for the item still being pending and asked to bring the item back at the next meeting. Vice-Mayor Foster informed on having read all documents related to the topic and spoke on the use of verbiage unsafe vs. condemned. Vice-Mayor Foster recalled work practices during his career in nuclear engineering and gave disagreement with the condemnation of an entire building for when the verbiage of having been condemned was never used. Mayor Raspe asked to wait for the structural engineers to give a report on the safety of the building. Vice-Mayor Foster requested to be aware of the extent of words and actions.

Building Official Leggett spoke on Vice-Mayor Foster's recollection on practices on a nuclear site and asked for clarification on public access. Vice-Mayor Foster informed on safety work practices and sites being open to the public. Building Official Leggett read a letter from former Building Official Borysiewicz that stated that the building was no longer safe to occupy, and for the building to be unoccupied and to cease any use. Vice-Mayor Foster agreed with Building Official Leggett's information on the letter and asked on the law on the revocation of a Certificate of Occupancy. Vice-Mayor Foster asked on the Building Official Leggett's determination that the CO should have been revoked. Building Official Leggett stated for the revocation is by the operation of law and gave details on Florida Statutes. Vice-Mayor Foster stated understanding of the code and reiterated the use of the word 'condemned'. Building Official Leggett recalled prior discussions on verbiage. Commissioner Harding gave his understanding for the Building Official to be responsible to make an opinion and to have that authority. Mayor Raspe informed for Building Official Leggett having stated to agree with the findings of the structural engineer. Building Official Leggett agreed and stated for this to have to be considered if done by a professional engineer. Commissioner Harding advised for the Fire Marshal to give approval as well. Commissioner Ramsay-Vickrey advised that insurance has to be considered also. Vice-Mayor Foster asked about the current insurance on the building. Building Official Leggett assumed the insurance having been cancelled and the Commission agreed to follow up on the question. Commissioner Ramsay-Vickrey asked Mayor Raspe to look into the FEMA and CRS ramifications and explained her concerns on monthly insurance rates, CRS ratings, and city-wide insurance ratings. Commissioner Harding informed on the prior Commission's decision to cancel flood insurance and the question on insurance to be based on the condition of the building. Vice-Mayor Foster clarified the question to be if the building is safe and if Marble Hall can be used for citizens. Building Official Leggett informed for his Building Assistant having confirmed for the liability insurance to have been cancelled and further informed on having an 'unsafe structure determination' by the City of Key Colony Beach on the building from 2017. Vice-Mayor Foster informed for everyone in the City having had the sign after Hurricane Irma and recalled the process on how the Utility Company determined safety.

Building Official Leggett informed on not having the historical knowledge on this but for the sign to have been posted on City Hall. Mayor Raspe also recalled the determination for red tags with being marked a big x. Building Official Leggett spoke on the prior days Townhall meeting and confusion on the amount of Engineers reports and asked on the possibility of two structural engineers report to evaluate the building objectively. Vice-Mayor Foster spoke on the importance of a professional engineering stamp to the license holder and not understanding a need for two reports. Mayor Raspe spoke on the importance of Building Official Leggett not jeopardizing his license. Commissioner Ramsay-Vickrey reminded that the city has three stamped engineering reports that deemed the building unsafe. Mayor Raspe spoke on the inconsistencies in the engineering reports and confirmed the question to be surrounding Marble Hall and not the entire building. Commissioner DiFrancisco spoke on the question of voids under Marble Hall and being supported by pilings and not whether the Administrative Offices are safe. Vice-Mayor Foster informed for voids being irrelevant under Marble Hall and the need for the floating slab in the administrative having to be looked at and the possibility of foam being used.

Mayor Raspe asked for the matter to be tabled until more feedback from the structural engineer has been received.

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.

Mayor Raspe informed on the need for both agenda items to be tabled until the findings of the structural engineer have been received. Mayor Raspe confirmed his intent to look at Marble Hall and the Administrative area independently.

Commissioner Ramsay-Vickrey asked Mayor Raspe to follow up with the question on insurance.

The Commission gave concern on no current liability insurance for the building.

Commissioner DiFransico asked if staff should be given direction on the reinstatement of the insurance.

City Clerk Gransee confirmed to follow up.

9. Secretary-Treasurer's Report

a. December 2023 Financial Summary

Commissioner Harding gave his Treasurer's report for the 3rd month of the fiscal year. Commissioner Harding reported good standings for all accounts and gave details on the payment of the infrastructure loan and significant phone bill expenses. Commissioner Harding further informed on combined water expenses for the last three month, quarterly payments for ambulance and rescue services for a total allocation of \$700,000 with the first payment having been made in December. Commissioner Harding spoke of no restrictions on cash accounts and a running positive balance.

Commissioner Harding informed on the Wastewater budget being below the target value as well as expenses with a negative value for the month.

Commissioner Harding had no concerns with the Stormwater account.

Commissioner Harding informed on the FEMA Dry Proofing Maintenance Project and for the first quarterly report to the State having been completed. Commissioner Harding additional informed on talks with the Engineering Firm K2B on providing drawings for the project.

Commissioner Harding spoke on the FDOT 2022 Grant and discussions with K2B on a design concept but no decisions is expected until July.

Commissioner Harding informed on the FDOT Grant application for 2024 and having attended a presentation in Miami. Commissioner Harding informed of a good presentation and for the application being currently under review. Commissioner Harding informed on requested funding changes to come out of the infrastructure fund.

b. Approval of Warrant 1223 in the amount of \$611,454.51 **Agenda Correction: \$607,958.91**

Commissioner Harding informed on the corrected warrant and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to approve Warrant No. 1223 in the amount of \$607,958.91. Mayor Raspe seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

10. City Attorney's Report

- a. Update on Swanson Settlement:** City Attorney Smits informed that the Swanson Settlement was completed and the litigation closed.

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.

City Attorney Smits informed on the solicitation from an outside law firm challenging the new State law for the Form 6 Financial Disclosure requirements. City Attorney Smits recommended not joining the lawsuit and talked about the Commission's prerogative on making a decision.

MOTION: Motion made by Commissioner Ramsay-Vickrey to deny Resolution 2024-03. Commissioner Harding seconded the motion.

DISCUSSION: The Commission discussed the cost of the lawsuit and considerations of joining the lawsuit.

ON THE MOTION: Commissioner Ramsay-Vickrey rescinded her motion.

The Commission continued discussions on the details of the lawsuit and the possibility to opt out of the lawsuit. City Attorney Smits clarified the prerogative of the individual elective official to participate in the lawsuit. Vice-Mayor Foster asked about the possibility to table the matter for a month. City Attorney Smits supported the suggestion.

The matter was tabled until the following month.

~~**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. **tabled until the following month****~~

Vice-Mayor Foster informed on having provided a mark-up on Commissioner DiFransico's draft document and provided the details to the Commission. City Attorney Smits asked Commissioner DiFransico to provide a copy of the edited document to the Clerk for the minutes.

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.

Mayor Raspe introduced the Resolution to the Commission and asked for questions from the Commission. Vice-Mayor Foster informed for having been under the impression for the Resolution having been terminated. Commissioner Ramsay-Vickrey spoke on Commissioner DiFransico's suggestion of First Name – Last Name in coordination with a city issued email address and for the benefit of public records requests and a good policy to have.

MOTION: Motion made by Commissioner Ramsay-Vickrey to approve the Resolution.

DISCUSSION: Mayor Raspe also spoke on the prior statement on the benefits of city owned email accounts in case of Officials changes.

MOTION: Motion seconded by Commissioner DiFransico.

DISCUSSION: Vice-Mayor Foster asked on the possibility to opt out of the Resolution. City Attorney Smits explained for the Resolution being an expression of the will of the Commission and a directive to the Commission. City Attorney Smits stated not to be sure on the consequences of not following it. Vice-Mayor Foster informed of expressed objections many time. Commissioner Beth Ramsay-Vickrey spoke on the benefits of continuity in the case of the loss of a Commissioner and for good records keeping. Mayor Raspe spoke on Vice-Mayor Foster's concern of losing his prior email address and having to give a new one out. City Clerk

Granssee confirmed on the ability to forward the old email address and explained the current forwarding of the City Administrator's email address. There was no further discussion.

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

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. ****tabled until the following month****

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. ****tabled until the following month****

d. Resolution 2024-04: A Resolution of the City Commission of the City of Key Colony Beach, Florida, authorizing the designation and assignment of powers and duties of the City Administrator to the Mayor of the City of Key Colony Beach, providing for an effective date.

Mayor Raspe introduced the Resolution and asked for a motion to approve.

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

DISCUSSION: Commissioner Ramsay-Vickrey spoke on the lateness in receiving the document and spoke on a suggested change in responsibilities for the ability to terminate employees. Vice-Mayor Foster reminded of a first and a second motion and for termination to be part of management. Commissioner Ramsay-Vickrey spoke on prior City Administrator's having too much authority and her desire for the Commission to have a voice in it. Mayor Raspe stated for the City Administrator's job to include hiring, maintaining day-to-day operations, and to terminate if necessary. Commissioner Harding agreed with Mayor Raspe and recalled prior procedures on the Commission being informed on staff changes. Commissioner Harding spoke on Sunshine Law restrictions with Mayor Raspe in his capacity as City Administrator and to accept not being informed on some items. Commissioner Ramsay-Vickrey asked Mayor Raspe on the possibility of a weekly report which City Attorney Smits confirmed can be done as long as there are no back-to-back communications. Vice-Mayor Foster informed for this to be discretionary for the Mayor and for the Mayor not being paid for the job of the Administrator.

ON THE MOTION: Rollcall vote. Unanimous approval.

12. Commissioner's Reports & Comments

- a. Commissioner Harding**
 - i. Wastewater Sampling Update**

Commissioner Harding informed on a Monroe County Health Survey having posted on the city's website.

Commissioner Harding gave the Wastewater update and informed for all three viruses being low with a reported short increase in numbers over the Holiday season. Commissioner Harding further talked on hospitalization rates and an expected peak of the season for the Flu in February.

ii. State of Florida Department of Environmental Protection Grant 22FRP63

Commissioner Harding informed on having completed the quarterly report and gave details on the approved funding and requirements of the grant. Commissioner Harding explained grant monies and matching obligations and gave further details on the scope of work. Commissioner Harding informed for City Hall to be considered a critical facility with requirements to elevate for storm surges and high speed winds. Commissioner Harding informed on funding obligations by the end of this year and gave additional requirements on engineer approvals, independent auditors, and certification of completion. Commissioner Harding informed the State on no contract having been awarded, no permits having been issued, and no demolition having been done. Commissioner Harding spoke on the risk of the grant being pulled due to no progress.

Commissioner Harding reminded on the need for bridge repairs and an outstanding grant decision expected in May of 2024. Commissioner Harding gave concerns on prior findings that have not been addressed yet and load capabilities in the next year. Vice-Mayor Foster informed for a scheduled re-inspection which Commissioner Harding gave concerns with on the possibly results.

- b. Commissioner Ramsay-Vickrey**
 - i.** Initiate Search for New City Administrator.
 - ii.** Put Construction of the New City Hall Building out for rebid

Commissioner Ramsay-Vickrey stated for her topics having been covered and thanked the Mayor for adding a discussion on the City Administrator at the Commissioner Workshop.

c. Commissioner DiFransico

Commissioner DiFransico asked for an update on the police negotiations. Mayor Raspe informed of the negotiations going well, having met with the Union Attorneys via Zoom, and having received the entire contract for review. Mayor Raspe informed for it to have been a positive meeting.

Commissioner DiFransico spoke on the need to make decisions in regard to the existing City Hall building and to make a timeline and Fatal-Flaw Analysis on restoring of the existing building that includes insurances and CRS factors.

- d. Vice-Mayor Foster:** Vice-Mayor Foster had no report.
- e. Mayor Raspe:** Mayor Raspe had no additional report.

13. Adjournment: The meeting adjourned at 2:27 pm.

Respectfully submitted,

Silvia Gransee

City Clerk

MINUTES
KEY COLONY BEACH TOWNHALL MEETING
on Floodplain Management
Friday, February 23, 2024 – 9:30 am
Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. Welcome & Introduction of Speakers

- a. Building Assistant Karl Bursa welcomed the attendees and started his PowerPoint Presentation.

2. Floodplain Management Updates

- a. Update on New Flood Insurance Rate Maps (FIRMs)
- b. Current Important Floodplain Management Regulations for KCB
- c. Regulatory Changes from FEMA/FDEM to Current Floodplain Regulations
- d. Regulatory Changes for New Flood Maps Upon Adoption
- e. Changes to 2024 FBC

Building Assistant Bursa informed on the purpose of the National Flood Insurance Program and informed on Federal and State regulations. Karl Bursa informed on flood zones, base flood elevations, and differences between the zones for the city. Mr. Bursa explained CRS classifications and related discounts on flood insurance. Building Assistant Bursa spoke on the current CRS audit and the possibility of lowering the current rating which will lead to greater insurance discounts. Karl Bursa further spoke on updated flood maps, new measurement protocols, and explained the meaning of the LiMWA lines (Limits of Moderate Wave Action). Building Assistant Bursa informed of the Counties appeal to the new flood maps, with no decision having been made at this time. Mr. Bursa talked about base flood boundary lines and changes in flood elevation.

Building Assistant Bursa continued his presentation by given additional data on flood maps and corresponding elevation requirements. Mr. Bursa explained freeboard, electrical, and mechanical elevation requirements for a home and gave requirements for enclosed areas under new construction.

Building Assistant Bursa educated on non-compliant existing structures and improvements over 50%. Mr. Bursa informed on building values to be derived from the Property Appraisers Office and the ability to obtain a private appraisal. Building Assistant Bursa spoke on substantial improvements being tracked for three years and the impact towards the 50% improvement rule. Mr. Bursa informed on class designations and other residential flood proof regulations as well as upcoming regulatory changes, survey requirements, and zone designation changes. Building Assistant Bursa explained the 50-percent rule on damaged properties and how to comply with Federal and State requirements. Mr. Bursa explained the coastal zone changes for the city and for hundreds of structures to be effected. Building Assistant Bursa informed on changes in the Florida Building Code and for the Building Department to give a presentation on the changes at a later date.

3. Questions and Discussion: Building Assistant Bursa invited the public to contact the Building Department for any questions and to stop by City Hall to discuss any concerns.

Building Assistant Bursa answered questions on wet and dry floodproofing and FEMA requirements.

4. The Meeting adjourned at 10:16 am.

Respectfully submitted,
Silvia Gransee
City Clerk

City Administrator Report

Attended Legal Department meeting
 Ethics training class
 Beautification Committee meeting
 Townhall meeting
 Safety Meeting with City Staff
 Building Dept meeting
 Commission meeting
 Wastewater Plant tour
 Utility Board meeting
 7th St Tennis bids and Evaluation of bids
 Planning and Zoning Board meeting
 KCB Day Photo shoot with KCBCA
 Floodplain Townhall meeting
 EOC Training
 KCBFBC meeting
 Interview for Building Administrative Assistant

Commission Meeting Report Outline Key Colony Beach Police Department February 15, 2024 to March 14, 2024

A. REPORTS

1. 2/28/2024

Report Number KCB24OFF000005

12 Clara Blvd.

Welfare Check

Result: Death Investigation. MCSO Major Crimes Unit assisting with investigation.

2. 3/05/2024

Report Number: KCBP24OFF000006

600 W Ocean Dr.

Suspicious Activity

Result: Ongoing Investigation

3. 3/07/2024

Report Number: KCBP24OFF000007

600 W. Ocean Dr.

Threatening/Harassing Phone Calls

Result: Ongoing Investigation

4. 3/11/2024

Report Number: KCBP24OFF000008

Circle K

Theft/Resist Arrest

Result: Subject arrested.

B. MEDICAL/ALARM CALLS

Total Calls: 6

C. CALLS FOR SERVICE

Total Calls: 16

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 14

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

Total: 7

F. CITATIONS/WARNINGS

1. Traffic Citations: 1
2. Traffic Warnings: 26
3. Code Citations: 0
4. Code Warnings: 3

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

2/15/2024

Officer Ross Bethard, along with Traffic Deputies from the Monroe County Sheriff's Office and other South Florida agencies attended the Law Enforcement Traffic Safety Meeting in February. Officers receive information and updates on traffic safety programs, DUI enforcement, Click It or Ticket campaigns and many other traffic safety initiatives.

2/15/2024

Officer Lindsay Birklund resigned, once again, from the police department. Lindsay served over 20 years with the Key Colony Beach Police Department and returned as a reserve in 2022. In 2023 he came back on the force as a full-time police officer.

2/26/2024

I attended the Monroe County WEB EOC Meeting on 2/26/2024 with Public Works Supervisor, Mike Guarino and (yourself) to see and explore the new layout of WEB EOC. This is a web-based platform to request assistance and resources in the event of a disaster.

3/02/2024

Sgt. Buxton and Ofc. Niemiec monitored the parking and events at the “Hotdogs in the Hut” and the KCB Day Prep on 7th Street.

3/03/2024

Key Colony Beach Police Officers provided security and led the parade at Key Colony Beach Day. Officers were on hand at the police tent meeting and greeting event attendees. The police department had plenty of items to hand out to the children and the adults at the event. Officer Buckwalter led the parade in the newly equipped Dodge Charger, formerly the Administrator's vehicle. This year was the first time that the Community Association routed the parade starting at 1st Street, down East Ocean Drive, turning onto 7th Street while the walkers/bikers in the parade joined the parade at city hall parking lot, to continue up 7th Street around Shelter Bay Drive and down 8th Street. The parade route seemed to work flawlessly.

3/04/2024

I attended the Sheriff's staff meeting on 03/04/2024. The meeting is in Stock Island at the Monroe County Sheriff's Office. Members of his staff and other agency partners like Key West PD, Florida Highway Patrol, Florida Wildlife Conservation Commission, US Coast Guard, Florida Department of Law Enforcement, and other occasional guest, discuss things that are going on in their respective agencies. Partnership is the underlying theme at these meetings.

3/06/2024 -3/07/2024

I assisted the Monroe County Sheriff's Office, acting as a role-player in an active shooter scenario. MCSO invites the police department to their training and when they asked for volunteers, I was happy to help.

H. UPCOMING EVENTS

3/14/2024

Officers and I will be attending annual training, hosted by the Monroe County Sheriff's Office.

3/15/2024

I will be having another PD contract meeting.

3/17/2024

Key Colony Beach Police Department will be leading the St. Patty's Day Parade at 5pm.

Soon to be delivered:

Vehicles

The vehicles are being worked on as time allows. The professional installing the equipment has done a great job at this point. We expect the first vehicle to be ready within a month.

Ballistic Vests (3) – Awaiting delivery.

Firearms – Awaiting delivery.

Ammo – Awaiting delivery.

Tasers - Awaiting delivery (Est. June 2024)

Sgt. Buxton is on light duty.

Officer Niemiec continues to cover her shift.

The police department continues to advertise the open position.

The open position shift continues to be covered using overtime or by hiring MCSO deputies.

Officer Burden continues to assist Florida Wildlife Conservation Commission 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.

Officer Buckwalter has taken on bicycle patrol while on his shifts. He enjoys connecting with the community and feedback from the residents has been extremely positive. People enjoy seeing him patrolling on the bike.



SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 03/13/2024

Time: 4PM

Recurring: YES

Location: PD Station

Dial-in Number: 305-481-8597

Meeting URL: NA

Meeting Lead: Chief DiGiovanni

Other Speakers:

ATTENDANCE

Attendees: Sent via email to all KCBPD Officers

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_1_min

DISCUSSION: "LEO NEAR MISS... Lessons Learned become Lessons Applied."

A brief introduction to a database of stories by officers who have experienced a "near miss"

[LEO Near Miss – Lessons learned become lessons applied](#)

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_10_min

DISCUSSION:

"A "near miss" is a situation in which a law enforcement officer could have been seriously injured or killed, but harm or death was averted. Our mission is to enable law enforcement personnel to share their near misses, and the lessons learned from them, with officers across the country to prevent officers from being injured or killed in similar situations. If we can help a brother or sister in blue make it home at the end of their shift, we have an obligation to act." Examples: positioning yourself at a traffic stop, person hiding in the trunk of a vehicle, armed suspects and more.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_1_min

DISCUSSION:

Navigate the web site for additional useful information. If you don't sign up, you can still visit the web site and click the "Officer Safety Resources" topic under the menu button.

4TH ITEM: RESOLUTIONS:

_2_min

DISCUSSION: -

The stories and experiences will assist in preparing scenario-based training.

5TH ITEM: CONCLUSION

_2_min

DISCUSSION:

Officers are encouraged to visit the web site provided, sign up and read the stories from fellow law enforcement officers. Lessons can be learned from other law enforcement professionals that have experienced near miss situations that we may have not experienced for ourselves.

Public Works Staff Report

Report for March 21st, 2024 – City Commission Meeting

Since last City Commissioner's Meeting Public Works has:

- Wrote the Boating Improvement Funding (BIF) grant in the amount of \$2993.00 to replace seven damaged/worn "no wake idle speed buoys" within city limits.
- Scheduled the replacement of channel marker sign sets 3,5 & 7.
- Swept all streets and multi-use paths with new backhoe attachment.
- Assembled desks, installed shelves for the Building Department.
- Attended FDOT Sub-Recipient Compliance Assessment Tool and LAP Americans with Disabilities (ADA) Training Course with Commissioner Harding.
- Attended the Monroe County Emergency Operation Center training with Mayor Raspe and Chief DiGiovanni.
- Repaired drywall, Marble Hall, and Post Office.
- Repaired bathroom fixtures in Marble Hall and Post Office.
- Supplied community volunteer group with supplies for cleaning and repairs to Marble Hall.
- Replaced bathroom vents.
- Cleaned/ painted air conditioner registers at Marble Hall.
- Replaced soap dispensers Marble Hall.
- Scheduled termite treatment for Marble Hall.
- Attended FDOT Developmental Meeting for grant money earmarked for Pedestrian and bicycle safety improvements with Commissioner Harding.
- Participated in tennis court bid review.
- Assisted Beautification Committee with Hotdogs at the Hut event.
- Prepared 7th Street Park for, as well as assisting and participating in Key Colony Beach Days.
- Replaced worn boardwalk boards at Waterfront Park.
- Assisted golf course with palm frond removal and staged mulch for Beatification golf course workday.
- Repaired picnic table at East Park
- Completed vehicle swap with the Building and Police Department.
- Assisted with Sunday Concerts at Sunset Park.

Thank you,

Mike Guarino

Public Works Department Head

SAFETY MEETING AGENDA FOR City of Key Colony Beach MEETING DETAILS

Date: 3/11/24

Time: 7:00 ☒ AM ☐ PM

Recurring: ☒ Yes ☐ No

Location: Shop

Dial-in Number (if any):

Meeting URL (if any):

youtube.com/watch?v=3C6js5JTC1Q

Meeting Lead: Mike

Other Speakers:

ATTENDANCE

Attendees: Darrin, Esteban, Jesse & Mike

Absentees: w/a

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

min

DISCUSSION: General Safety

2ND ITEM: ADDRESS SAFETY TOPIC(S)

min

DISCUSSION: Watch 10 commandments of Workplace Safety

3RD ITEM: ROUND-ROBIN FOR QUESTIONS / CONCERNS

min

DISCUSSION: Clean workplace & everyone goes home safely. Darrin is good at recognizing safety concerns

4TH ITEM: RESOLUTIONS

min

DISCUSSION: Speak up to your coworkers when they are not being safe

5TH ITEM: CONCLUSION

min

DISCUSSION: Be prepared

City Clerk Staff Report
Report for March 21, 2024 – City Commission Meeting

City Clerk Silvia Gransee

- Completed City Commission Townhall Meeting Minutes February 12, 2024
- Completed Townhall Meeting Minutes from February 15th and February 23rd, 2024.
- Attended the Utility Board Meeting on February 20th and completed various follow-ups as well as the meeting minutes.
- Attended Planning & Zoning Meeting on February 21, 2024, and completed Board Recommendations and Meeting Minutes.
- Prepared for the March P&Z meeting and completed all required public notices.
- Facilitated and attended a meeting with Lynn Tipton and Commissioner DiFransico on procedures for Charter Review Committees.
- Attended the Tennis Court Bid Opening and completed tabulation and meeting minutes.
- Attended the legal meeting on March 6th.
- Attended the Recreation Committee Meeting on March 11th and completed follow-ups.
- Attended the Vulnerability Assessment Meeting on March 11th.
- Attended the Beautification Committee Meeting on March 12th.
- Held the Safety Meeting on March 12th and completed safety report.
- Completed all answers for questions on the Sewer bid.
- Gave several public notices for the vacant City Commission seat.
- Completed check deposits for general & utility accounts, and Pickleball donations.
- Answered Citizen correspondence and multiple public records requests.
- Completed payroll reports and ACH transactions, and wire transfers.
- In addition to daily general invoicing and HR tasks.

Administrative Assistant Tammie Anderson

- Updated Trailer Parking permit application forms (long-term and short-term) to reflect increased trailer parking prices.
- With Cheryl, created, printed and mailed Long-Term Boat Trailer Parking renewal letters. Emails were also sent to the same homeowners with parking permits.
- Lead the Property Management Class on March 5 with 14 in-class attendees and 13 Zoom attendees (27 total).
- Scheduled and verified an additional 11 Rental/Business License inspections.
- Processed 5 property transfers and collected \$800 in transfer fees.
- Processed 11 property inquiries and collected \$3300 property inquiry fees.
- Sent out emails to all rental Property Owners, Property Managers and Local Contacts regarding Zones for safety inspections.
- Created spreadsheet of all 2023 licenses (short-term rentals, long-term rentals and business licenses) to separate into inspection Zones.
- Began contacting Property Managers to schedule Safety Inspections for the month of April.

Administrative Assistant Cheryl Baker

- Finished up phone calls for stormwater project and updating Freddie and contractor with spreadsheets.
- Updated long and short-term paperwork with input from past admin assistant and code enforcer, including price increases to both.

- Sent out renewal letters and emails with help from past admin assistant for long term trailer parking spots. Ordered new stickers for 24-25 year.
- Contacting owners for bill collecting on delinquent sewer payments. Revised the old welcome packet. Photos and information are now in a much better format and the information is accurate to date.

Upcoming

03-29-2024 Good Friday – City Hall closed

04-08-2024 10:00 AM Sewer Bid Opening

04-08-2024 10:30 AM Recreation Committee Meeting

04-09-2024 Beautification Committee Meeting

04-10-2024 Tentative DOAH Hearing

04-15-2024 City Commission Townhall Meeting

04-16-2024 Utility Board Meeting

04-17-2024 Tentative Planning & Zoning Hearing

04-18-2024 City Commission Meeting



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

Date: 03-12-2024

Time: 12:30 pm

Present: Karl Bursa, Silvia Gransee, Cheryl Baker, Tammie Anderson.

Absent: Mayor Raspe, Interim Building Official Ed Borysiewicz

1. Review/Follow-up from previous meeting:

There were no follow-up's from the previous meeting.

2. New Items for Discussion:

The group discussed concerns on offensive verbal behavior and different ways on how to diffuse difficult situations.

Karl talked about the importance of spatial awareness and informed about a fatal accident in the Lower Keys involving electrocution.

Cheryl talked about pedestrian safety and to be aware of drivers not paying attention.

3. To-Do's: None

The meeting adjourned at 12:55 pm.

Silvia Gransee

City Clerk

POSITION: CITY ADMINISTRATOR

REPORTS TO: CITY COMMISSION

HOURS: AS REQUIRED BY POSITION RESPONSIBILITY

MAJOR FUNCTION

The City Administrator is the Chief Administrative Officer of the City of Key Colony Beach and is charged with performing the duties specified in the City Charter and applicable sections of the City Code of Ordinances. The City Administrator is responsible for implementing the policy and other directions of the City Commission. The City Administrator coordinates the day to day operation of the City government (including staff, planning, budget formulation and implementation and capital improvement efforts) and is responsible for its efficient and effective operation. The City Administrator serves at the pleasure of the City Commission.

DUTIES

1. Follows the leadership of the City Commission and coordinates staff action in implementing Commission programs and priorities.
2. Regularly interacts with the individual Commissioners discussing City business and important matters.
3. Coordinates the daily operations of the City including all paid and volunteer staff.
4. Prepares the annual budget and the five year capital improvement plan. Directs the budget workshops.
5. Approves expenditures in compliance with City purchasing guidelines. Ensures expenditures comply with the adopted budget. Develops cost saving ideas for potential implementation.
6. Coordinates all City contracts. Ensures all terms and conditions are met. Ensures all project expenditures are properly documented.
7. Organizes all grant applications. Monitors implementation, grant rules and requirements. Ensures all necessary documentation is maintained. Initiates discussion and communication for potential grant opportunities.
8. Institutes, documents and monitors standard operating procedures, and City policies and practices.
9. Receives employment applications, interviews applicants, makes recommendations to hire to the City Commission.
10. Evaluates WWTP projects and bids, project engineers and contractors.
11. Attends City Commission and other appropriate meetings.
12. Represents the City in dealing with other governmental entities, outside agencies and residents as appropriate and necessary.
13. Completes additional duties as are required for the efficient operations of the City and authorized by the City Commission.
14. Monitors the City website. Evaluates page usage and construction. Monitors website traffic and visitor requests. Monitors and controls website content.

QUALIFICATION REQUIREMENTS

Bachelor's/Master's Degree in Public Administration or Business Administration or related field.
Five (5) years responsible professional management experience including three (3) years' experience as a City Manager, Assistant City Manager or other responsible City position.
Experience with State and Federal programs preferred.

Proficient in the use of standard office equipment, including computers, telephones, copy machines, etc.

Ability to understand computer programs including QuickBooks, Microsoft Office Suite Professional (Word, Excel, Outlook, Access) FileMaker Pro, etc.

Ability to maintain confidentiality is mandatory. Current Florida Keys residency preferred.

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this ___ day of _____, by _____ and between the City of Key Colony Beach, Florida, a Florida municipal corporation (the "City") and _____ ("City Administrator").

WITNESSETH:

WHEREAS, Section 5-5 (a) of the City Charter provides that the City Administrator shall be the chief administrative officer of the City; and

WHEREAS, it is the desire of the City to secure and retain the services of the City Administrator; and

WHEREAS, the City Administrator desires to be employed as the City Administrator for the City.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

The City Administrator shall be the chief administrative/executive officer of the City and shall perform the functions and duties specified in the City Charter and the City's Code of Ordinances, and shall also perform such other legally permissible and proper duties and functions as the City Commission shall from time-to-time assign, including but not limited to:

- 1.) Employ and terminate on behalf of the City all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the City. Department heads appointed by the City Commission are not subject to this paragraph as the City directly appoints those positions.
- 2.) Direct, assign, reassign and evaluate all the employees of the City consistent with the City Charter, ordinances and policies, as well as state and federal law.
- 3.) Organize, reorganize and arrange the staff of the City and to develop and establish internal regulations, rules and procedures which the City Administrator deems necessary for the efficient and effective operation of the City consistent with the City's Charter, ordinances and policies, as well as state and federal law.
- 4.) Accept all resignations of employees of the City consistent with the policies, ordinances, state and federal law, except the City Administrator's resignation which must be accepted by the City Commission.
- 5.) The City Administrator shall carry out the policy directives of the City Commission and shall perform such other legally permissible, ethical, and proper duties as may be assigned by the City Commission from time to time. All duties assigned to the City Administrator by the City Commission shall be appropriate and consistent with the professional role and responsibilities of the City Administrator.

- 6.) The City Administrator shall manage and perform duties to ensure compliance with County, State and Federal requirements from, but not limited to: County Emergency Management; State, Governor, Health, DEO, DEP, DEM, FWC; and Federal, FEMA, EPA, USACE and Florida Keys National Marine Sanctuary.
- 7.) The Mayor shall serve as the City Emergency Manager with assistance from the Police Chief, ~~and~~ Building Official, and Public Works Department Head.
- 8.) The City Administrator will coordinate and manage all interlocal agreements with the County and other Municipalities in Monroe County in accordance with Commission guidance/approval.
- 9.) The City Administrator will coordinate and oversee all public affairs and press requests to ensure the policies of the City/Commission are represented.
- 10.) The City Administrator will provide the Commission with a balanced budget and ensure timely workshops, commission votes and public hearings to complete the budget process in accordance with State/County TRIM requirements.
- 11.) The City Administrator shall report directly to the Mayor. However, the Mayor and Commission understand policy direction comes from the City Commission as a whole and not individually as Commissioners.
- 12.) The City Commission, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the City Administrator for study and/or appropriate action.

SECTION 2. TERM

This Agreement shall be for a term of three (4 years commencing from April 12, 2021,) concluding at midnight April 11th, 2025.) This agreement is renewable by further agreement of the parties. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Commission to terminate the services of the City Administrator at any time, subject only to the provisions set forth in the City Charter and Section 11 of this Agreement. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Administrator to resign at any time from the City Administrator position, subject only to the provisions set forth in Section 11 of this Agreement.

SECTION 3. COMPENSATION

The City agrees to pay the City Administrator for his services rendered an annual base salary of \$_____ payable in equal biweekly installments.

SECTION 4. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

The City Administrator shall receive no benefits.

SECTION 5. VACATION AND SICK LEAVE

The City Administrator shall earn and be credited with Vacation Leave at the contracted amount of \$_____ annually. The City Administrator shall earn vacation time at a rate of up to three weeks of leave annually. Vacation Leave shall be calculated and accrued from the date of employment but cannot be used prior to completion of one full year's employment. The amount will be capped in accordance with the City's policy.

The City Administrator shall receive the same Sick Leave that is provided to other full time City employees.

SECTION 6. RESIDENCY & WORKING HOURS

The City Administrator shall establish and maintain permanent residence preferably within the City's geographical boundaries or within the geographical boundaries of Monroe County, Florida.

The City Administrator will keep regular working hours from 8:00 am to 4:30 pm Mondays through Thursdays, and 8:00 am to 4:00 pm on Fridays. Additional working hours may occur as needed and/or upon request by the Mayor.

SECTION 7. PROFESSIONAL DEVELOPMENT

The City recognizes that the City Administrator's attendance at professional development and training courses are beneficial to both the City Administrator and the City. The City agrees to budget for and pay for reasonable and customary travel and subsistence expenses of the City Administrator to attend courses and seminars that are necessary for his professional development related to City issues with Mayor or City Commission approval. The City shall pay reasonable cost of travel expenses for attendance at the ICMA, Florida League of Cities and, NLC annual conferences, as well as the expense of attendance at Florida Keys Days.

SECTION 8. GENERAL BUSINESS EXPENSES

The City shall pay reasonable and necessary professional dues and subscriptions for the City Administrator to participate in national, regional, state, and local associations and organizations essential for the City Administrator's continued professional development, including but not limited to, ICMA and FCCMA (Florida City and County Management Associations). In any event, such attendance will not exceed ten (10) weekdays per year without approval of the City Commission.

SECTION 9. OFFICE EQUIPMENT

The City shall provide the City Administrator with the use of desktop and laptop computers with appropriate software, a cellular telephone (PDA/smartphone), mobile hotspot, tablet, and such other equipment as may be necessary for the City Administrator to make himself available to perform his duties and to be able to maintain communication with the City Commission, City staff, and City residents at all times, as approved in the City's annual budget.

SECTION 10. TERMINATION AND SEVERANCE PAY

The City Administrator serves at the pleasure of the City Commission. The City may, at any time whatsoever, for any lawful reason whatsoever terminate the employment of the City Administrator by an affirmative vote of a majority of the entire City Commission as prescribed by the City Charter. In such event, the City Commission will give written notice of termination to the City Administrator of the decision of the City Commission not less than thirty (30) days prior to the effective date of the termination of employment. The City Administrator will be entitled, following a one-year probation period, to a lump sum severance payment equal to ~~eight (8)~~ four (4) weeks of base salary in compliance with Section 215.425(4)(a), Florida Statutes, to be paid on the effective date of the termination of employment at the City Administrator's rate of pay on the date of separation from employment.

The City shall not be required to pay the severance payment set forth in the above paragraph in the event the City Commission terminates the employment of the City Administrator during the one-year probation period or because of an adjudication of guilt of any felony, or because of a finding of misconduct as defined by Section 443.036(29), Florida Statutes. Severance pay is prohibited if the City Administrator is terminated for misconduct as defined by Section 443.036(29), Florida Statutes. The current statutory language reads:

(29) "Misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

- (a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.
- (b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
- (c) Chronic absenteeism or excessive tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
- (d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.
- (e)
 - 1. A violation of an employer's rule, unless the claimant can demonstrate that:
 - a. He or she did not know, and could not reasonably know, of the rule's requirements.
 - b. The rule is not lawful or not reasonably related to the job environment and performance; or
 - c. ~~The rule is not fairly or consistently enforced.~~

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The City shall not be required to pay severance pay if the City Administrator voluntarily and under free will resigns the position of City Administrator. If the City Administrator voluntarily resigns, then he shall give the City Commission written notice no later than thirty (30) days prior to the effective date of the resignation of employment as City Administrator.

This Agreement may also be terminated by mutual agreement, death, or retirement.

~~Unless otherwise specified in this Agreement, should the City Administrator leave the employ of the City, the City Administrator, or his beneficiary, shall be entitled to receive payment of all accrued and unused Vacation and Compensatory Leave, calculated at the City Administrator's base salary in effect upon the date of termination.~~

SECTION 11. INDEMNIFICATION

Pursuant to Sections 111.07 and 111.071, Florida Statutes, the City will provide a civil defense to any legal action brought against the City Administrator relating to the performance of his duties. This section shall survive the termination of this Agreement or any other separation of the City Administrator's employment.

SECTION 12. BOND

The City shall bear the full cost of any bonds required of the City Administrator under law.

SECTION 13. NOTICES

All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service or shall be sent by electronic communication, whether by telefax or telecopy, addressed as follows:

If to City Administrator:

If to City: Mayor, City of Key Colony Beach
PO Box 510141
Key Colony Beach, Florida 33051
(With a copy to the City Clerk)

SECTION 14. HOURS OF WORK / EXCLUSIVE EMPLOYMENT

The City Administrator acknowledges that the proper performance of the duties of the position will require the City Administrator to generally observe normal business hours and will also often

require the performance of necessary services outside of normal business hours. The City Administrator agrees to devote such additional time as is necessary for the full and proper performance of the City Administrator's duties and the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the City Administrator, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the City Administrator's Office.

The City Administrator shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Commission.

The City encourages the City Administrator to accept invitations to speaking engagements or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and encourages the City Administrator to participate in pertinent seminars, groups, associations, and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the City Administrator to perform his duties.

The City Administrator shall be entitled to the same official paid holidays as all other employees.

SECTION 15. PERFORMANCE EVALUATION

The City Commission may annually review and evaluate the performance of the City Administrator at the first regular City Commission meeting in April of each year or as soon as practical. The first annual review and evaluation under this Agreement shall take place at the first regular City Commission meeting in February 2022 or as soon as practical thereafter. The review and evaluation may be in accordance with specific written criteria developed by the City Commission, in conjunction with the City Administrator. Further, the individual Commission Members shall provide the City Administrator with the written evaluations and provide the City Administrator ample opportunity to respond. In effecting the provisions of this section, the City and the City Administrator mutually agree to abide by the provisions of applicable law.

The City Commission shall determine an appropriate adjustment to the City Administrator's salary based on the results of the annual evaluation.

SECTION 16. NO REDUCTION IN BENEFITS

The City shall not at any time during this Employment Agreement take action to reduce the salary, compensation, or any other benefits of the City Administrator without the written consent of the City ~~Administrator~~ Commission.

SECTION 17. START DATE

This agreement shall be effective on _____.

SECTION 18. ETHICAL COMMITMENTS

The City Administrator shall not endorse candidates, make financial contributions, sign or circulate petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the City, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City shall support the City Administrator in keeping these commitments by refraining from any order, direction, or request that would require the City Administrator to undertake any of the activities. Specifically, neither the City Commission nor any individual member thereof shall request the City Administrator to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The City Administrator voluntarily agrees to this and shall not cause this provision to formulate any claim against the City whatsoever. The City Administrator acknowledges the above is in no way a restriction on his freedom of speech, and if so, claimed is deemed immediately invalid.

SECTION 19. AUTOMOBILE

The City Administrator, at his discretion, may use a City vehicle, if available, in the performance of his duties and responsibilities as the City Administrator. There is no travel limit if the vehicle is being used for City or City-related business and all costs related to the use of the vehicle is at the City's expense. Transportation of the City Administrator to and from his personal residence and City Hall shall not constitute City-related business for purposes of this section and if done, unless incidental to City related business, shall be taxed in accordance with IRS requirements. The City Administrator is entitled to mileage for the use of his personal vehicle in the performance of his duties and responsibilities as the City Administrator at the standard IRS reimbursement rate in effect at the time. The City Commission finds that this vehicle use serves a public purpose, including additional availability of the City Administrator for exigencies after hours and on weekends. Further the City finds that the use of the City vehicle is reasonably connected to that public purpose as well as other efficiencies resulting from the Administrators need to travel throughout the County on City business frequently.

SECTION 20. MISCELLANEOUS PROVISIONS

It is understood and agreed that this document incorporates all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, it shall be deemed severed and the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Administrator.

Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, only after mediation to be held within thirty (30) days of notice of any claim, breach, or disagreement over the interpretation of this contract between the parties. Both the City and the City Administrator knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceeding that may be initiated by either party with respect to any term or condition of this Agreement.

Either party may request the renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, these terms will remain unchanged.

~~If the City Administrator dies during the term of his employment, the City shall pay to the estate of the City Administrator the compensation which would otherwise be payable to the City Administrator up to the end of the calendar quarter in which his death occurs.~~

This Agreement will be construed and interpreted according to its language and not strictly against either the City Administrator or the City, regardless of authorship.

This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

[The Rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written above.

Administrator

Witness Signature

Printed Name

THE CITY OF KEY COLONY BEACH, FLORIDA

Mayor – Joey Raspe

ATTEST:

City Clerk – Silvia Gransee

(City Seal)

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

City Attorney – Dirk M. Smits, B.C.S.

Regular Pay	\$ 3,773.56
Sick Pay 1/4	\$ 1,684.31
Vacation Pay	\$ 1,555.64
	\$ 7,013.51

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone# 305-289-1212 • Fax# 305-289-1767



March 21st, 2024

Re.: Offer of employment for the position of Building Official, Fire Safety Inspector, Building Inspector and Code Enforcement Officer for the City of Key Colony Beach.

Dear Mr. Borysiewicz,

The City of Key Colony Beach, per Mayor-City Administrator Joey Raspe's recommendation, is honored to offer you the position of Building Official, Fire Safety Inspector, Building Inspector and Code Enforcement Officer for the City of Key Colony Beach.

Your annual salary will be \$160,000, payable on a bi-weekly basis at \$6,153.85 (minus taxes) starting on March 26th.

A one-time stipend in the amount \$5,000.00 was given on March 12th for compensation for services given.

Per your request, the regular benefits package for City Employees has been declined.

Joey Raspe

Mayor/City Administrator _____

Ed Borysiewicz _____

City of Key Colony Beach

600 W. Ocean Dr

Key Colony Beach, FL 33051



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: SWANSON FREDERICK JAMES
(Last) (First) (Middle)

Address: [REDACTED]

KEY COLONY BEACH, FL 33051

Mailing Address (if different): P.O. Box 510205

KEY COLONY BEACH, FL 33051

Business Address: _____

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? 16 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): 1. UTILITY BOARD

2. _____

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. _____

Why would you like to serve on this board? CAN HELP COMMUNITY. HAVE
APPLICABLE KNOWLEDGE AND EXPERIENCE.

What special skills would you bring to this position? ENGINEERING DEGREE WITH
EXPERIENCE IN CHEMICAL, MECHANICAL, PROCESS, ENVIRONMENTAL
CORROSION CONTROL, ENGINEERING & OPERATIONS MANAGEMENT.

Please list fields of work experience: AS ASST. ASST. PROJECT MANAGEMENT,
COMMUNITY MANAGEMENT, FACILITIES PLANNING AND
FINANCIAL ANALYSIS/ PLANNING

List any licenses and/or degrees (optional): BACHELOR OF ENGINEERING:
STEVENS INSTITUTE OF TECHNOLOGY, CHEMICAL ENGINEERING
MAJOR, MECHANICAL ENGINEERING MINOR

Local References (Please list 3):

1. PAMALA S. ALDRIDGE, 331 9TH STREET, KCB
2. DONALD STEAMER, 311 11TH STREET, KCB
3. JOSEPH T. TURGEON, 310 9TH STREET, KCB

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: F. J. Swenson Date: 2/14/24

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: FREDERICK JAMES SWANSON

Signature: F. J. Swanson

Date: 2/17/24



25 YEARS OF INFLUENCE
THE **SOUTHERN**
GROUP

88005 Overseas Highway, #10-130
Tavernier, FL
(305) 240-4000

WHO WE ARE

The Southern Group was established in 1999 in Tallahassee and was built on the simple but powerful concept that clients could be best served by hiring the most accomplished professionals from government and politics, arming them with advocacy skills, and deploying them as a highly motivated and coordinated team. With offices located in Columbia, SC, Atlanta, GA, Montgomery, AL, Tallahassee, Jacksonville, Orlando, Tampa Bay, and South Florida, The Southern Group affords an unprecedented opportunity for you to wield influence in this vital and growing region.

50+

LOBBYISTS

500+

YEARS OF
EXPERIENCE

10

MARKETS



WHAT WE DO

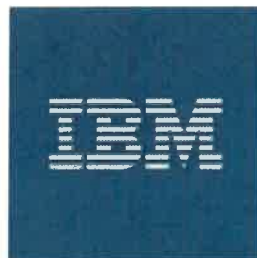
We have built a team who daily confronts and overcomes the challenges of a huge, complex and rapidly changing business, state and local government environment. We aren't simply professional advocates – we are connectors and strategic thought partners who understand how political, business and policy decisions impact industry's ability to deliver customer value. We are a full service public affairs team that advises its clients how to have the most impact and success.

Our team masterfully shapes perceptions and connects clients with opportunities and influencers in Florida and beyond. Our keen awareness of the business environment combined with strong relationships with key stakeholders allows us to quickly and effectively position our clients.

OUR CLIENTS

The Southern Group represents interests across the spectrum. Our roster of clients not only includes some of the largest businesses in the state such as Daytona International Speedway, Florida Blue and Brightline but also some of the most well-known companies in the world, including Apple, IBM and Wells Fargo. The Southern Group also lobbies on behalf of local governments, nonprofit organizations and associations, such as the Florida Sheriffs Association, Orlando City Soccer Club and the Jaguars, putting our lobbyists at the center of nearly every major policy decision in the state. In the Florida Keys, The Southern Group represents various clients, including The Florida Keys Aqueduct Authority, Mote Marine Laboratory, and the Monroe County School District.

A TRUSTED BRAND



SERVICES

ACCESS

We have unparalleled access to key government, business and community leaders and have cultivated strong relationships with officials and staff throughout local and state governments.

ADVICE

We provide guidance, advice, and insight into the legislative, appropriations, regulatory processes, and proposed amendments to relevant legislation, and/or regulatory codes.

INFLUENCE

We provide representation before both state and local governments and ensure your policy goals are integrated into official government actions.

IMPLEMENTATION

Our work doesn't end when the Session does. In order for our clients to be successful, our team will navigate the complexities of the implementation process year-round.

MONITORING

We provide rapid response to every inquiry or emerging issue and produce reports during interim committee weeks and legislative session.

POLITICS

Since many of our team have political backgrounds, we advise clients on the current political environment in Florida and in our local markets. We put together political budgets to ensure alignment with elected officials who support your business objectives. We make introductions to candidates running for office and advise clients on political issues of regional importance.

RELATIONSHIP BUILDING

We help our clients achieve and maintain optimal relationships with critical stakeholders by participating in any coalition-building or public-facing activities designed to build policy support for issues of interest.

STRATEGY

Your lobbying team will help you develop both an in-Session and out-of-Session strategy that highlights your policy and advocacy goals.

THOUGHT LEADERSHIP

We know how to navigate the halls of government because most of our team has already served in them. With hundreds of combined years experience in local and state government, our team of experts are prepared to build winning strategies.

- Agency Assistant and Deputy Secretaries (FDOT, DMS, DOE)
- Agency Chiefs of Staff (AHCA, DMS, DFS, DOE)
- Agency Communications Directors (DEP, DOE, DCF, DOEA)
- Agency Legislative Affairs (AHCA, OIR, DEO, PSC)
- Attorney General
- Chief Lobbyist
- Chiefs of Staff to Cities and Counties
- City Commissioner
- Commissioner FDLE
- County Commissioner
- Deputy Chief of Staff (HUD)
- Executive Director of DHSMV
- Florida Insurance Commissioner
- Florida Republican Party Chair
- FSU President (2)
- Governor's Cabinet Affairs Director
- Governor's Chief of Staff
- Governor's Deputy Chief of Staff
- Hospital District Commissioner
- House and Senate Staff Members
- House Appropriations Chairman
- Miami-Dade Republican Party Chairman
- Secretary of AHCA
- Secretary of DMS
- Secretary of FDOT
- Secretary of State
- Senate Minority Leader
- Speaker of the House (2)
- State College President
- Top Fundraisers to Statewide & Local Officials
- Water Management District Board Member

APPROPRIATIONS SUCCESS



Our diverse team across the state of Florida makes us a leader in the lobbying industry.

1,873

Total number of pieces of legislation filed for consideration during the 2023 Legislative Session (bills, resolutions, PCBs, memorials, etc.)



356 passed 1,873 other pieces of legislation

The Southern Group directly facilitated over \$2 billion in funding for our clients in the FY 2023-2024 budget.

\$2B+

NEW OR SUSTAINED
APPROPRIATIONS PROJECT
FUNDING

During the 2023 Legislative Session...

2,333

appropriations project funding requests were submitted by members of the House.

2,253

Local Funding Initiative Requests were filed by members of the Senate.

\$2B+

For the past two fiscal years, we have secured over \$2 billion in funding from the Florida Legislature.

THE TEAM



Paul Bradshaw

Tallahassee



Rachel Cone



David Altmaier



Shannan Boxold



Wendy Dodge



Mercer Fearington



James McFaddin



Erin Rock



Monte Stevens



Jared Torres



Brian Bautista



David Browning



Chris Dudley



Nicole Kelly



Paul Mitchell



Clark Smith



John Thrasher



Sheela VanHooen

Jacksonville



Chris Hagan



Stephanie Cardozo



Jim Gilmore



Karis Lockhart

Orlando



Kelly Cohen



Oscar Anderson



Courtney James



Kaley Slattery

Tampa Bay



Seth McKeel



Laura Boehmer



Justin Hollis



Mike Moore



Sydney Ridley



David Shepp



Jon Stewart

South Florida



Nelson Diaz



Oscar Braynon



Edgar Castro



Kate DeLoach



Avery Lopez



Oneca Lowery



Heidi Richards



Katia Saint Fleur



Crystal Wynn

YOUR TEAM

Each of the 42 lobbyists in the Florida market will be aware of the status of your issues and will be engaged on an as-needed basis. In order to ensure efficient and consistent communication, Kate DeLoach will serve as your lead lobbyist and primary point of contact at the firm. Clark Smith will also serve on the City of Key Colony Beach team. These lobbyists bring specific expertise or relationships that can assist the City of Key Colony Beach.



Kate DeLoach
Florida Keys



Clark Smith
Tallahassee



Kate DeLoach

Kate DeLoach joined The Southern Group in 2019, opening the firm's sixth regional office in the Florida Keys. An eighth-generation Floridian and Florida Keys native, Kate has a deep understanding of the challenges facing the Florida Keys as an Area of Critical State Concern, including complex issues related to commercial and recreational fishing, economic development, land use and development, marine resources, natural resource protection, property insurance, transportation, and travel and tourism.

Kate served for six years as a district and legislative aide to State Representative Holly Raschein (R-Key Largo), which gave her invaluable experience navigating the legislative process and addressing policy and appropriations issues across a broad array of topics.

Kate's time in government also gave her the opportunity to build strong relationships with individuals and organizations at the local, state, and federal levels, in both South Florida and Tallahassee.

Kate serves on the board of numerous local organizations, including the Mariners Hospital Operating Board, the Florida Keys History & Discovery Foundation, the Good Health Clinic, and the Monroe County Historic Preservation Commission.

Kate earned her BA from Flagler College in St. Augustine and her MA in international affairs from The City College of New York. Kate also earned a graduate certificate in Natural Resource Policy and Administration from the University of Florida. Kate lives in the Florida Keys with her husband, John.



deloach@thesouthernngroup.com



(305) 240-4086

**Influence creates
opportunity. Let us
show you how.**





Clark Smith

Clark Smith brings more than 26 years of experience in Florida politics to The Southern Group's Tallahassee office, which he joined in 2013. Clark's expertise spans a broad range of policy issues, including appropriations, campaigns, energy, gaming, health care, insurance, land use and development, manufacturing, marine science, outdoor advertising, public safety, technology, telecommunications, transportation, travel and tourism, utilities, and water.

Clark began his career working for the Bob Martinez for Governor campaign, assisting in field director coordination. He then served as a budget analyst for General Government Appropriations in the Florida Senate Appropriations Committee before beginning a successful lobbying career in 1998, representing clients before the executive and legislative branches of Florida government.

During his tenure at Southern, Clark successfully led an effort to secure Medicaid provider fee increases for prescribed pediatric extended care (PPEC) providers who care for medically complex children in a non-residential setting.

Clark and his team secured \$9 million in increases, which allowed the PPEC model to expand in Florida, bringing this innovative and high-quality care delivery system to Florida's most vulnerable children.

A Tallahassee native, Clark is a graduate of Florida State University. Clark and his wife, Darica, reside in Tallahassee with their two dogs.



smith@thesoutherngroup.com



(850) 671-4401

**Influence creates
opportunity. Let us
show you how.**



SCOPE OF WORK/PRICING

You have asked that we represent the City of Key Colony Beach in front of the Legislative and Executive branches of state government and to help identify opportunities for state funding related to wastewater, stormwater, and canal restoration.

The Southern Group will work with the City of Key Colony Beach to solidify legislative priorities for the 2025 Legislative Session and create a strategy for moving those priorities forward. Additionally, we will work with your leadership team to identify and react to bills and/or amendments that would positively or negatively impact the city. Should visits to Tallahassee be required, or should the city travel to Tallahassee for Florida Keys Day, The Southern Group will organize schedules and necessary meetings.

While the city has several associations to lean on during the Legislative Session, issues in the Florida Keys are often different and the impacts for us may differ from those in other jurisdictions. Each week during Session, the city will receive an industry report outlining relevant bills and committee actions. The Southern Group team would also focus tracking and monitoring efforts on the city's needs, specifically, helping to identify bills that may be problematic earlier in the process.

In addition to legislative work, The Southern Group will also assist the city in identifying potential state funding opportunities, including agency grants to address the city's needs. These may include funding opportunities for wastewater system upgrades, stormwater management, and canal restoration projects.

The Southern Group proposes a 12-month agreement with an annual retainer of \$54,000 for the state and local-level advocacy services, beginning March 1, 2024.

25 YEARS OF INFLUENCE
THE SOUTHERN
GROUP

Influence creates opportunity.
Let us show you how.



The City of Key Colony Beach, Florida
Contract for Goods & Services:

This Contract entered on the date last written below, by and between: The Southern Group (the "Contractor") and The City of Key Colony Beach, Florida (the "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 be from _____ to _____.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following services:

- a. Contractor shall represent the City in front of the Legislative and Executive branches of state government and to help identify opportunities for state funding related to wastewater, stormwater, and canal restoration.
- b. Contractor will work with the City to identify and react to bills and/or amendments that would positively or negatively impact the City.
- c. Contractor will provide an industry report outlining relevant bills and committee actions each week during Session.
- d. Contractor will assist the City in identifying potential state funding opportunities, including agency grants to address the City's needs.

Documentation of the specific goods/services is attached and labeled as *Exhibit "A"* to this Contract and is incorporated herewith by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

The City shall pay Contractor the sum of \$54,000.00 to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the City verify that all services have been fully and satisfactorily completed. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the City and with a reputable and financially

viable insurance carrier, naming The City of Key Colony Beach, Florida as additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the City. Contractor shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify the City immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit "B"*:

___ **General Liability Insurance**
Amount: _____

___ **Professional Liability Insurance**
Amount: _____

___ **Vehicle Liability Insurance**
Amount: _____

___ **Workers Compensation Insurance**
Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with City policies and all applicable local, state, and federal laws, including laws; including public records.

Public Records. To the extent Contractor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Contractor shall:

- a. Keep and maintain public records required by City to perform the Services;
- b. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred City; and
- d. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in Contractor's possession or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If

Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to City to enable City to respond to the public records request.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF KEY COLONY BEACH, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CITY CLERK, SILVIA GRANSEE, AT: CITY OF KEY COLONY BEACH, ATTN: SILVIA GRANSEE, P.O. BOX 510141, KEY COLONY BEACH, FL 33051 (cityclerk@keycolonybeach.net) OR CALL THEM AT (305) 289-1212.

6. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Contract, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the City.

7. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the City will be relieved of all obligations under said contract and the City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY THE CITY

The City may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to The City or the performance of duties required hereunder and which would, in The City's sole judgment, be prejudicial to the best interests and welfare of The City and/or its employees;
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.

8. ASSIGNMENT

Neither Contractor nor the City may assign or transfer any interest in this Contract without the prior written consent of all parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.

9. AMENDMENT

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

10. INDEMNIFICATION, GOVERNING LAW & VENUE

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

This Contract 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 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 Contract.

11. E-VERIFY

Pursuant to Florida Statute § 448.095, Contractor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term and shall produce said affidavit to the City upon request. Notwithstanding any other provision herein, City reserves the right to immediately terminate this Contract upon notice to Contractor that the City has developed a good faith belief that Contractor has knowingly violated this section.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the City, upon execution and throughout the term of this Contract that:

- 1) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- 2) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 3) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and,
- 4) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the

provisions of the Contract.

- 5) The Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by The City in writing, any confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all policies of The City regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, Contractor shall not be entitled to bill nor accept third-party payment without authorization of The City. Contractor agrees that The City shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and criteria of The City as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Upon request from the City's custodians of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

(d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodians of public records, in a format that is compatible with the information technology systems of the City.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the City holding the contractor in default, termination of the contract or legal action.

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former officer or employee of the City. For breach or violation of this provision the City may, in their discretion, terminate this contract without liability and may also, in their discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former officer or employee of the

City.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by an employee of the City may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the City Administrator or a City Commissioner or City Council member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City Commissioner, Council member, officer, or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No City Commissioner, Council member, officer, or employee may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all City employees or in City surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051 <u>With a copy to:</u> The City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036	<u>The Contractor:</u> The Southern Group 88005 Overseas Highway #10-130 Tavernier, FL 33036 (305) 240-4086
--	---

25. NO WAIVER OF SOVERIGN IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

26. NO THIRD-PARTY BENEFICIARIES

The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on this ____ day of _____, 2024.

FOR THE CITY OF KEY COLONY BEACH, FLORIDA:

JOEY RASPE, Mayor
Key Colony Beach, Florida

DATE

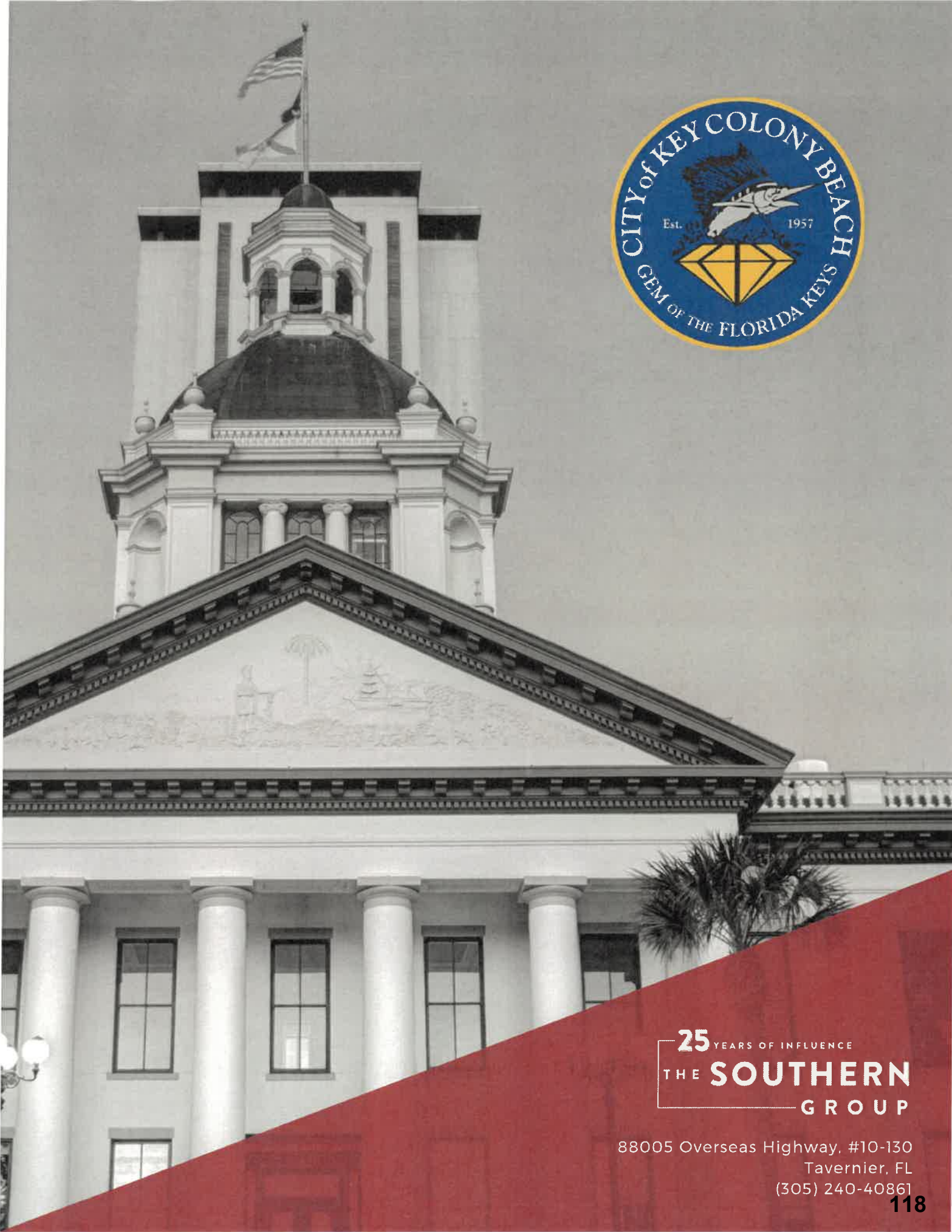
FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE DATE

PRINT NAME

TITLE

EXHIBIT A



25 YEARS OF INFLUENCE
THE **SOUTHERN**
GROUP

88005 Overseas Highway, #10-130
Tavernier, FL
(305) 240-4086

WHO WE ARE

The Southern Group was established in 1999 in Tallahassee and was built on the simple but powerful concept that clients could be best served by hiring the most accomplished professionals from government and politics, arming them with advocacy skills, and deploying them as a highly motivated and coordinated team. With offices located in Columbia, SC, Atlanta, GA, Montgomery, AL, Tallahassee, Jacksonville, Orlando, Tampa Bay, and South Florida, The Southern Group affords an unprecedented opportunity for you to wield influence in this vital and growing region.

50+

LOBBYISTS

500+

YEARS OF
EXPERIENCE

10

MARKETS



WHAT WE DO

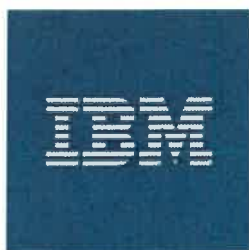
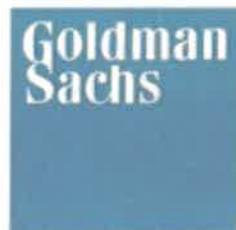
We have built a team who daily confronts and overcomes the challenges of a huge, complex and rapidly changing business, state and local government environment. We aren't simply professional advocates – we are connectors and strategic thought partners who understand how political, business and policy decisions impact industry's ability to deliver customer value. We are a full service public affairs team that advises its clients how to have the most impact and success.

Our team masterfully shapes perceptions and connects clients with opportunities and influencers in Florida and beyond. Our keen awareness of the business environment combined with strong relationships with key stakeholders allows us to quickly and effectively position our clients.

OUR CLIENTS

The Southern Group represents interests across the spectrum. Our roster of clients not only includes some of the largest businesses in the state such as Daytona International Speedway, Florida Blue and Brightline but also some of the most well-known companies in the world, including Apple, IBM and Wells Fargo. The Southern Group also lobbies on behalf of local governments, nonprofit organizations and associations, such as the Florida Sheriffs Association, Orlando City Soccer Club and the Jaguars, putting our lobbyists at the center of nearly every major policy decision in the state. In the Florida Keys, The Southern Group represents various clients, including The Florida Keys Aqueduct Authority, Mote Marine Laboratory, and the Monroe County School District.

A TRUSTED BRAND



SERVICES

ACCESS

We have unparalleled access to key government, business and community leaders and have cultivated strong relationships with officials and staff throughout local and state governments.

ADVICE

We provide guidance, advice, and insight into the legislative, appropriations, regulatory processes, and proposed amendments to relevant legislation, and/or regulatory codes.

INFLUENCE

We provide representation before both state and local governments and ensure your policy goals are integrated into official government actions.

IMPLEMENTATION

Our work doesn't end when the Session does. In order for our clients to be successful, our team will navigate the complexities of the implementation process year-round.

MONITORING

We provide rapid response to every inquiry or emerging issue and produce reports during interim committee weeks and legislative session.

POLITICS

Since many of our team have political backgrounds, we advise clients on the current political environment in Florida and in our local markets. We put together political budgets to ensure alignment with elected officials who support your business objectives. We make introductions to candidates running for office and advise clients on political issues of regional importance.

RELATIONSHIP BUILDING

We help our clients achieve and maintain optimal relationships with critical stakeholders by participating in any coalition-building or public-facing activities designed to build policy support for issues of interest.

STRATEGY

Your lobbying team will help you develop both an in-Session and out-of-Session strategy that highlights your policy and advocacy goals.

THOUGHT LEADERSHIP

We know how to navigate the halls of government because most of our team has already served in them. With hundreds of combined years experience in local and state government, our team of experts are prepared to build winning strategies.

- Agency Assistant and Deputy Secretaries (FDOT, DMS, DOE)
- Agency Chiefs of Staff (AHCA, DMS, DFS, DOE)
- Agency Communications Directors (DEP, DOE, DCF, DOEA)
- Agency Legislative Affairs (AHCA, OIR, DEO, PSC)
- Attorney General
- Chief Lobbyist
- Chiefs of Staff to Cities and Counties
- City Commissioner
- Commissioner FDLE
- County Commissioner
- Deputy Chief of Staff (HUD)
- Executive Director of DHSMV
- Florida Insurance Commissioner
- Florida Republican Party Chair
- FSU President (2)
- Governor's Cabinet Affairs Director
- Governor's Chief of Staff
- Governor's Deputy Chief of Staff
- Hospital District Commissioner
- House and Senate Staff Members
- House Appropriations Chairman
- Miami-Dade Republican Party Chairman
- Secretary of AHCA
- Secretary of DMS
- Secretary of FDOT
- Secretary of State
- Senate Minority Leader
- Speaker of the House (2)
- State College President
- Top Fundraisers to Statewide & Local Officials
- Water Management District Board Member

APPROPRIATIONS SUCCESS



Our diverse team across the state of Florida makes us a leader in the lobbying industry.

1,873

Total number of pieces of legislation filed for consideration during the 2023 Legislative Session (bills, resolutions, PCBs, memorials, etc.)



356 passed 1,873 other pieces of legislation

The Southern Group directly facilitated over \$2 billion in funding for our clients in the FY 2023-2024 budget.

\$2B+

NEW OR SUSTAINED
APPROPRIATIONS PROJECT
FUNDING

\$2B+

For the past two fiscal years, we have secured over \$2 billion in funding from the Florida Legislature.

During the 2023 Legislative Session...

2,333

appropriations project funding requests were submitted by members of the House.

2,253

Local Funding Initiative Requests were filed by members of the Senate.

THE TEAM



Paul Bradshaw

Tallahassee



Rachel Cone



David Altmaier



Shannan Boxold



Wendy Dodge



Mercer Fearington



James McFaddin



Erin Rock



Monte Stevens



Jared Torres



Brian Bautista



David Browning



Chris Dudley



Nicole Kelly



Paul Mitchell



Clark Smith



John Thrasher



Sheela VanHoose

Jacksonville



Chris Hagan



Stephanie Cardozo



Jim Gilmore



Karis Lockhart

Orlando



Kelly Cohen



Oscar Anderson



Courtney James



Kaley Slattery

Tampa Bay



Seth McKeel



Laura Boehmer



Justin Hollis



Mike Moore



Sydney Ridley



David Shepp



Jon Stewart

South Florida



Nelson Diaz



Oscar Braynon



Edgar Castro



Kate DeLoach



Avery Lopez



Oneca Lowery



Heidi Richards



Katia Saint Fleur



Crystal Wagar

YOUR TEAM

Each of the 42 lobbyists in the Florida market will be aware of the status of your issues and will be engaged on an as-needed basis. In order to ensure efficient and consistent communication, Kate DeLoach will serve as your lead lobbyist and primary point of contact at the firm. Clark Smith will also serve on the City of Key Colony Beach team. These lobbyists bring specific expertise or relationships that can assist the City of Key Colony Beach.



Kate DeLoach
Florida Keys



Clark Smith
Tallahassee



Kate DeLoach

Kate DeLoach joined The Southern Group in 2019, opening the firm's sixth regional office in the Florida Keys. An eighth-generation Floridian and Florida Keys native, Kate has a deep understanding of the challenges facing the Florida Keys as an Area of Critical State Concern, including complex issues related to commercial and recreational fishing, economic development, land use and development, marine resources, natural resource protection, property insurance, transportation, and travel and tourism.

Kate served for six years as a district and legislative aide to State Representative Holly Raschein (R-Key Largo), which gave her invaluable experience navigating the legislative process and addressing policy and appropriations issues across a broad array of topics.

Kate's time in government also gave her the opportunity to build strong relationships with individuals and organizations at the local, state, and federal levels, in both South Florida and Tallahassee.

Kate serves on the board of numerous local organizations, including the Mariners Hospital Operating Board, the Florida Keys History & Discovery Foundation, the Good Health Clinic, and the Monroe County Historic Preservation Commission.

Kate earned her BA from Flagler College in St. Augustine and her MA in international affairs from The City College of New York. Kate also earned a graduate certificate in Natural Resource Policy and Administration from the University of Florida. Kate lives in the Florida Keys with her husband, John.



deloach@thesouthernngroup.com



(305) 240-4086

**Influence creates
opportunity. Let us
show you how.**





Clark Smith

Clark Smith brings more than 26 years of experience in Florida politics to The Southern Group's Tallahassee office, which he joined in 2013. Clark's expertise spans a broad range of policy issues, including appropriations, campaigns, energy, gaming, health care, insurance, land use and development, manufacturing, marine science, outdoor advertising, public safety, technology, telecommunications, transportation, travel and tourism, utilities, and water.

Clark began his career working for the Bob Martinez for Governor campaign, assisting in field director coordination. He then served as a budget analyst for General Government Appropriations in the Florida Senate Appropriations Committee before beginning a successful lobbying career in 1998, representing clients before the executive and legislative branches of Florida government.

During his tenure at Southern, Clark successfully led an effort to secure Medicaid provider fee increases for prescribed pediatric extended care (PPEC) providers who care for medically complex children in a non-residential setting.

Clark and his team secured \$9 million in increases, which allowed the PPEC model to expand in Florida, bringing this innovative and high-quality care delivery system to Florida's most vulnerable children.

A Tallahassee native, Clark is a graduate of Florida State University. Clark and his wife, Darica, reside in Tallahassee with their two dogs.



smith@thesoutherngroup.com



(850) 671-4401

**Influence creates
opportunity. Let us
show you how.**



SCOPE OF WORK/PRICING

You have asked that we represent the City of Key Colony Beach in front of the Legislative and Executive branches of state government and to help identify opportunities for state funding related to wastewater, stormwater, and canal restoration.

The Southern Group will work with the City of Key Colony Beach to solidify legislative priorities for the 2025 Legislative Session and create a strategy for moving those priorities forward. Additionally, we will work with your leadership team to identify and react to bills and/or amendments that would positively or negatively impact the city. Should visits to Tallahassee be required, or should the city travel to Tallahassee for Florida Keys Day, The Southern Group will organize schedules and necessary meetings.

While the city has several associations to lean on during the Legislative Session, issues in the Florida Keys are often different and the impacts for us may differ from those in other jurisdictions. Each week during Session, the city will receive an industry report outlining relevant bills and committee actions. The Southern Group team would also focus tracking and monitoring efforts on the city's needs, specifically, helping to identify bills that may be problematic earlier in the process.

In addition to legislative work, The Southern Group will also assist the city in identifying potential state funding opportunities, including agency grants to address the city's needs. These may include funding opportunities for wastewater system upgrades, stormwater management, and canal restoration projects.

The Southern Group proposes a 12-month agreement with an annual retainer of \$54,000 for the state and local-level advocacy services, beginning March 1, 2024.

25 YEARS OF INFLUENCE
THE SOUTHERN
GROUP

Influence creates opportunity.
Let us show you how.



EXHIBIT B



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS



580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

February 13, 2024

VIA EMAIL

Mr. Bill Fahs, Utility Board Chairman
City of Key Colony Beach
P.O. Box 510141
Key Colony Beach, FL 33051-0141

RE: Engineering Services Agreement
7th and Shelter Bay Drive Drainage Improvements
City of Key Colony Beach, Florida
Mittauer & Associates, Inc. Project No. 0604-20-1

Dear Mr. Fahs:

We are pleased to present the following Engineering Services proposal related to the City's desired drainage improvements along 7th Street and Shelter Bay Drive as defined herein. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Key Colony Beach, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will prepare construction drawings and specifications for drainage improvements that are generally anticipated to include grading modifications, inlets, piping, and other system modifications to enhance drainage along 7th Street from approximately 44 7th Street (south) to Shelter Bay Drive (north). The City's original drainage system in this area was constructed to capture and direct water to roadway features that generally directed runoff to the east where piped outfalls directed stormwater to the canals. The canal connections were disconnected as part of the detention pond and injection well improvements, so these areas are now poorly drained and retain water under heavy rain events.

The following improvements to the City rights-of-way/easements/property will be considered:

- 7th Street: Right-of-way (R/W) improvements along the easterly and westerly limits beginning at 43/44 7th Street north to Shelter Bay Drive.
- 7th Street: Swale enhancements along the westerly and northwesterly alignments to the existing detention pond. Improvements will include grading modifications and expansion of the swale capacity.

- Canal Piping: Reconnection of canal piping along 7th Street area with control gates to allow emergency discharge under large storm events.
- Gravity Injection Wells: Construct additional wells along the 7th Street right-of-way to improve post storm recovery.
- Pond Redesign: Improve the existing pond treatment system and outfall to make it more functional and responsive to the current storm conditions. A pilot salt-marsh vegetation system will be developed for the City's monitoring and evaluation for enhancement.

The general limits are provided within **Figure 1**.

The proposed improvements are anticipated to assist drainage but will be limited based on sea levels and injection well capacities. If allowed by the regulatory agencies, reconnection of the canal outfall piping will be the emergency measure to drain flooded areas under heavy rain events. The City witnessed flooding in 2023 during separate 10-inch (estimated) and 6-inch (estimated) rain events that were also impacted by higher sea levels.

In general, sea-level rise is impacting the existing drainage system, but the proposed improvements will provide a mechanism to improve recovery of the stormwater system during storm events for the low-lying areas that are presently isolated .

Services to complete the aforementioned scope of work are summarized as follows:

ITEM A - ENGINEERING DESIGN SERVICES

Engineer shall provide Construction Drawings and Specifications suitable to permit, bid, and construct roadside and drainage easement improvements (grading, exfiltration trenches, gravity wells, pond redesign, piping, inlets, etc.) to improve storm recovery and minimize storage of stormwater in city rights of way. Conveyance capacity will be dependent on existing topography, tidal conditions and established right-of-way geometries.

If regulatorily feasible, the design will include requirements to reconnect the existing outfall piping with manual gates like other areas in the City. The use of pinch or flip valves may also be considered if backflow is a concern. It is anticipated it will require a new pre-cast inlet to replace the existing structure with associated piping connections.

ITEM B - PERMITTING

A permit determination letter will be sent to the Florida Department of Environmental Protection (FDEP) and/or the South Florida Water Management District (SFWMD) outlining the proposed

improvements for their review and use in defining the required regulatory authorization. Should a modification to the existing permit be required, the Engineer will provide a permit application to the authority having jurisdiction.

ITEM C - TOPOGRAPHIC & BOUNDARY SURVEY [NOT INCLUDED]

The Client has completed some surveying in the area associated with previous recreational improvements. The original surveyor will be contacted to complete the additional work through the project corridor. The Engineer will provide a scope of services to the surveyor defining the topographic and boundary work required as the Client engages them for the work effort.

ITEM D - GEOTECHNICAL INVESTIGATION [NOT INCLUDED]

This project may require the collection of soils data in order to design and permit the improvements. If necessary the Engineer shall provide a scope of services to the Client for the acquisition of this data which may include, but not be limited to, soil borings, soil classification, permeability testing, and gradation analysis.

ITEM E - CONSTRUCTION BIDDING SERVICES

The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

Bidding services do not include attending a pre-bid nor bid opening conference. Those services can be provided upon authorization by the City as outlined in Item G.

ITEM F - CONSTRUCTION ADMINISTRATION SERVICES

The Engineer shall provide Engineering Construction Administration Services including:

1. Preparation of construction contract documents;
2. Reviewing the Contractor's material shop drawings;
3. Making one visit to the site to observe the progress of the various aspects of Contractor's work;
4. Review and approval of the Contractor's applications for payment;
5. Processing change orders, if required;
6. Review of the Contractor's completion documents and as-built drawings; and
7. Providing documentation required for regulatory agency clearance.

Additional site visits can be provided as authorized by the City as outlined in Item G.

ITEM G - ADDITIONAL SERVICES

The Engineer shall provide additional services on a time and materials basis. Time shall be compensated at the Engineer's standard hourly rates. Materials, including reimbursable expenses, shall be compensated at the actual cost multiplied by a factor of 1.25.

CONDITIONS AND EXCLUSIONS

The following items are excluded from the Engineer's scope of work:

- Client shall provide copies of all available Client records as may be required for the Engineer to complete these services.
- The Client shall provide all regulatory agency permit application fees and related items required by the agencies, as well as copies of boundary surveys, plat maps, aerial and/or tax maps that may be available to the Client.
- Should land acquisition or easements be required for this project, the Client shall provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, recording fees, or value engineering.
- Wetland permitting, wetland mitigation, flood plain permitting, flood plain mitigation, or value engineering.
- Geotechnical investigations and subsurface utility engineering.
- Permitting and grant funding applications authorized through separate instrument.
- Advertising costs for project's bidding.
- Resident (part-time or full-time) inspection services.

PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SCHEDULE OF FEES

The Engineer shall be paid the following lump sum fees:

For Item A - Engineering Design Services	= \$40,000
For Item B - Permitting	= \$15,000
For Item C - Topographic Survey	= NOT INCLUDED
For Item D - Geotechnical Investigation	= NOT INCLUDED
For Item E - Construction Bidding Services	= \$2,500
For Item F - Construction Administration Services	= <u>\$10,000</u>
TOTAL	= \$67,500

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.



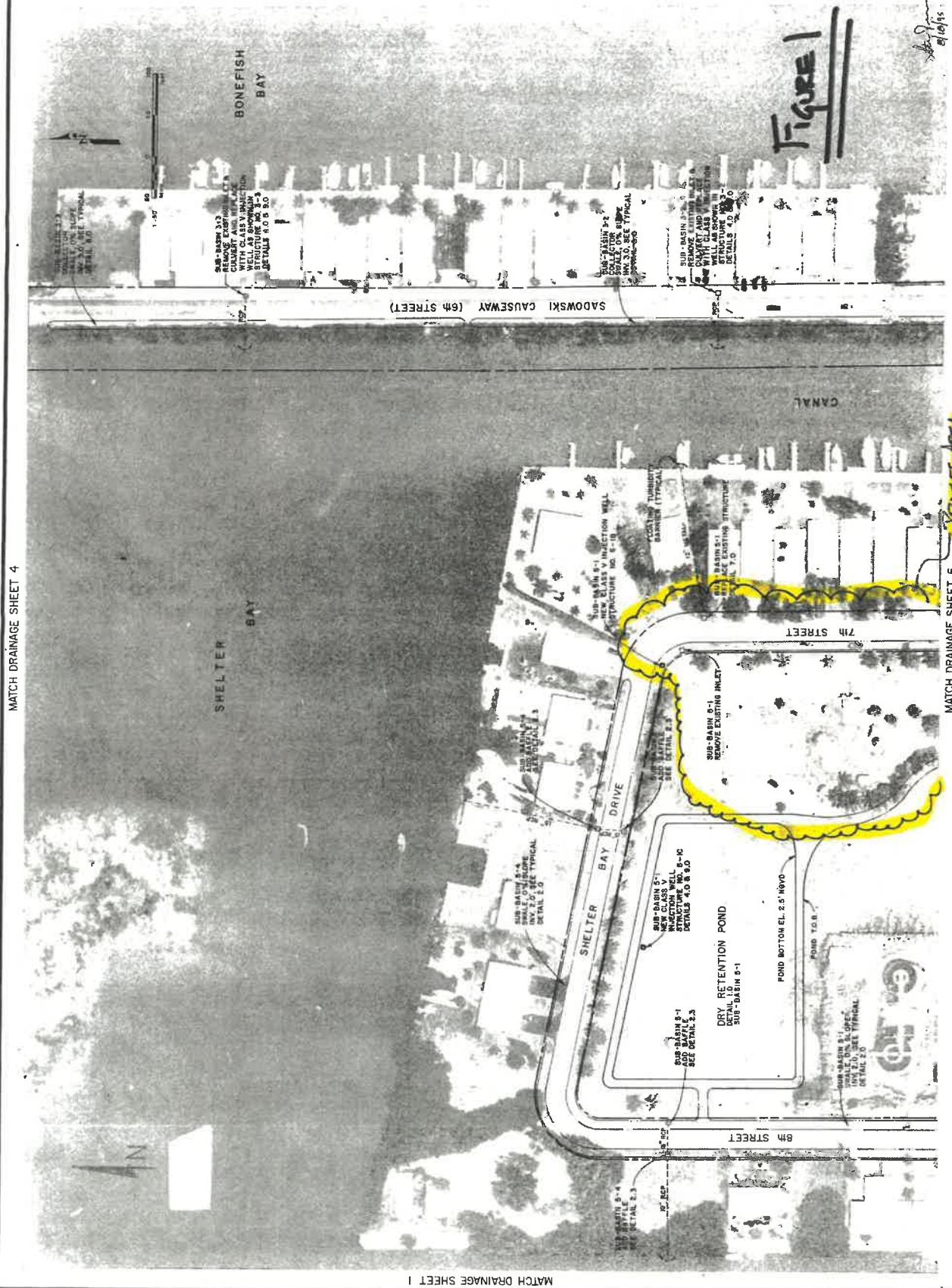
Joseph A. Mittauer, P.E.
President

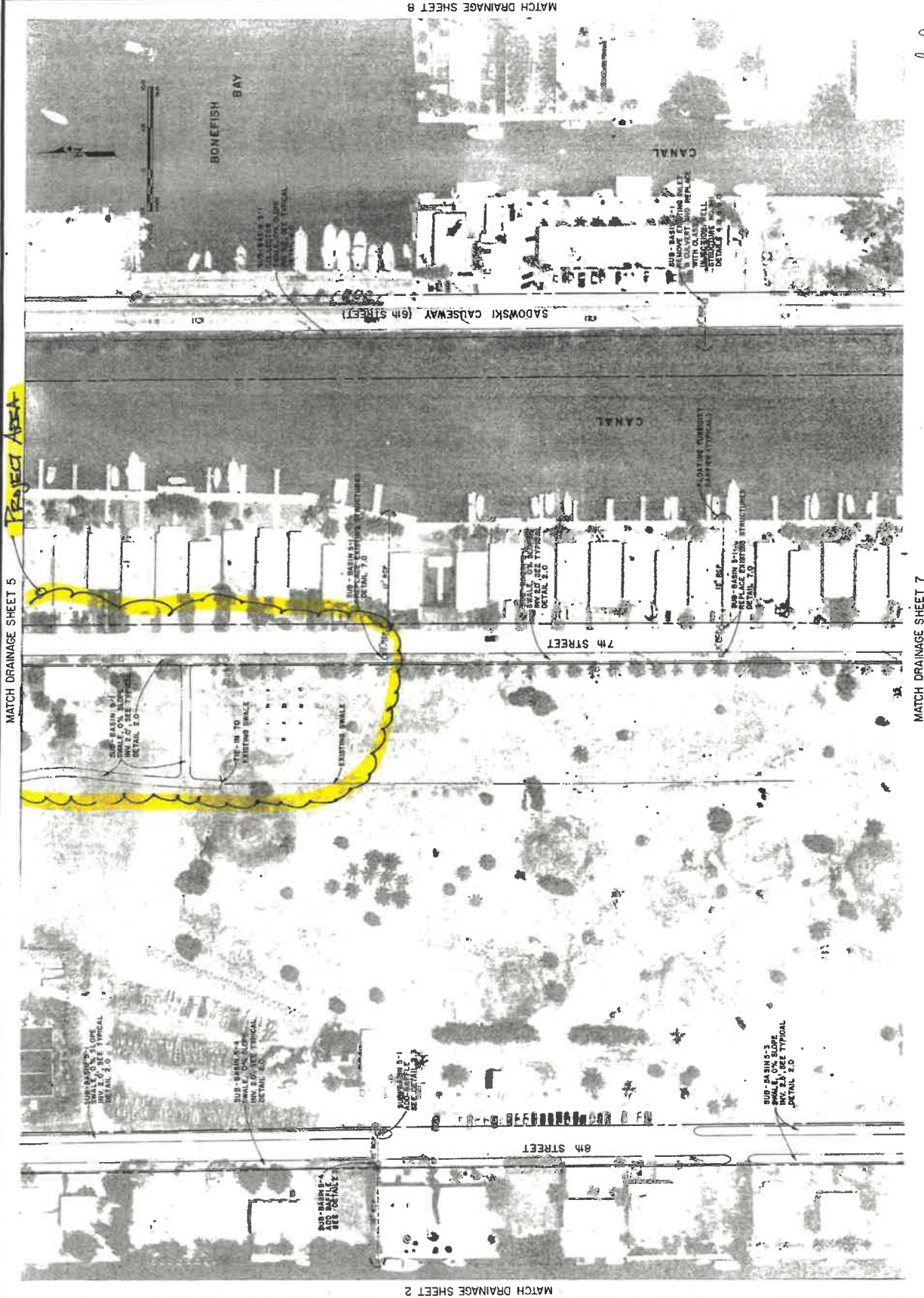
Accepted by:
City of Key Colony Beach, Florida

By: _____

Date: _____

JAM/JRS/MPT/pj





**INTERLOCAL AGREEMENT BETWEEN THE FLORIDA
KEYS AQUEDUCT AUTHORITY AND THE CITY OF KEY
COLONY BEACH ON WASTEWATER FEE
COLLECTIONS**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this ____ day of _____, 2024, pursuant to Section 163.01, Florida Statutes, between the Florida Keys Aqueduct Authority ("Authority"), an independent special district in the State of Florida, whose address is 1100 Kennedy Drive, Key West, Florida 33040, and the City of Key Colony Beach ("City"), municipal corporation of the State of Florida, whose address is 600 West Ocean Drive, Key Colony Beach, Florida 33051.

WITNESSETH:

WHEREAS, the Authority was recreated in 1976 by the Legislature of the State of Florida. Chapter 76-441, Laws of Florida, said law having been amended from time to time, for purposes of obtaining, supplying and distributing an adequate supply of water to the Florida Keys and to purchase, construct, acquire, operate, manage and control wastewater systems; and

WHEREAS, the City is a Florida municipality operating its own wastewater utility; and

WHEREAS, the Authority generates records of water usage by its customers within the service boundaries of the City, which records are capable of being used to calculate wastewater charges imposed by the City, and the Authority has in place a billing system capable of being modified to incorporate billing for City wastewater charges; and

WHEREAS, the Authority and the City desire to enter into an agreement whereby the Authority, for compensation, will bill City customers for City wastewater charges and collect and transmit those charges, net of Authority fees, to the City; and

WHEREAS, the parties have the legal authority to enter into this agreement and to implement its provisions;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the Authority and the City hereby agree, stipulate, and covenant as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01. **WORDS AND TERMS:** Words and terms used herein shall have the meanings set forth below:

"Agreement" means this Agreement.

"Authority" means the Florida Keys Aqueduct Authority.

"Authorized Representative" means the official of the Authority or the City authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"Customer" means a property that is within the boundaries of the City's wastewater service area and is listed by the City as having service availability.

"City" means the City of Key Colony Beach.

"Wastewater Charges" means periodic fixed and variable monthly and annual charges imposed by the City upon its customers in connection with accepting, transmitting, and treating wastewater.

SECTION 1.02. **CORRELATIVE WORDS:** Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II **AGREEMENT**

SECTION 2.01. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to establish a mechanism whereby the Authority, for compensation, uses its existing billing mechanism to bill City customers on behalf of the City, collects City wastewater charges, and transfers to the City the wastewater charges collected.

SECTION 2.02. **TERM OF AGREEMENT:** The term of this Agreement shall be for a period of three (3) years, and shall be renewed annually at the conclusion of the term unless terminated by either party.

SECTION 2.03. **TERMINATION:** Either party may terminate this Agreement:

(1) Without cause upon written notice to the other party. The Authority shall provide notice of termination of not less than 180 days. The City shall provide notice of termination of not less than 60 days. Upon termination or expiration, the Authority shall timely provide the City with all records related to its Customers and upon request, shall provide the documents in electronic format.

(2) For default pursuant to the provisions of Article V of this Agreement

SECTION 2.04. **SCOPE OF WORK:** The Authority shall perform the following services for the Customers of the City:

(1) The Authority shall prepare monthly or annual Customer billing for Wastewater Charges using the rate structure adopted by the City and as may be subsequently amended. Preparation includes data preparation, printing on Authority billing stock, folding and mailing in a standard #10 envelope with a #9 return envelope included. The bill shall be consolidated with the Authority's monthly water bill. Charges shall be delineated on the face of the bill by type.

(2) If the rate structure includes a flow charge, the Authority shall apply the rate to water flows for each customer based on the Authority's monthly water meter reading.

(3) The Authority shall accept and process payments from the City's Customers. Customers may pay through recurring bank account draft or credit card charges, one-time credit

card charge or by check or cash. Payments will be accepted via mail, in person at the Authority's Customer Service offices or online at the Authority's website. A single payment may be made to satisfy both the Authority's water bill and the City's wastewater bill. Payment will be applied first to water charges, then wastewater charges. If a payment does not satisfy the entire outstanding balance, the next payment will be first applied to the oldest outstanding balance.

(4) The Authority will pursue collection of delinquent wastewater accounts in conjunction with delinquent water bills. Notwithstanding the foregoing, the City retains the right to directly pursue collection of delinquent accounts.

(5) The Authority shall provide to the City a monthly report of Customer accounts billed and payments received. Cash received shall be transferred electronically to the account designated by the City on a weekly basis.

(6) The Authority shall provide customer service to the City's Customers for matters relating to new service, billing, service interruption, assistance with delinquent accounts, and termination of service. All matters relating to the City's rates, policies, procedures and operations will be referred to the City.

SECTION 2.05. **CHARGES FOR SERVICE:** The City will pay the Authority for the above services each month through an electronic debit to the City's designated bank account. The total monthly charge will be calculated based on a rate of \$1.79 per bill for customers billed monthly based on water flow (the "Authority Charges"). This charge will be indexed each May 1 using the inflationary index applied to the Authority's water rates each year. The charge will also be increased for any postal rate increases beyond the Authority's control. The charge is subject to re-negotiation prior to the start of the Renewal Term. The City will reimburse the Authority 2.5% credit card fees incurred for all credit card payment by customers for City wastewater charges on their behalf. The credit card fee may be increased at the discretion of the Authority based on credit card fee increases incurred by the Authority.

ARTICLE III **WARRANTIES, REPRESENTATIONS AND COVENANTS**

SECTION 3.01. **BY AUTHORITY:** The Authority warrants, represents, and covenants that:

(1) The Authority has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Authority currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Authority's knowledge, threatened, which seeks to restrain or enjoin the Authority from entering into or complying with this Agreement.

(4) The Authority shall exercise reasonable care and diligence to advise the City of any problems encountered by the Authority in implementing this Agreement, to maintain accurate and complete records of all billings and collections on behalf of the City, to provide timely and accurate reports of all such billings and collections, and to promptly transmit to the City all funds collected on the City's behalf according to a schedule to be agreed by the parties.

SECTION 3.02. **BY CITY:** The City warrants, represents, and covenants that:

(1) The City has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The City currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the City's knowledge, threatened, which seeks to restrain or enjoin the City from entering into or complying with this Agreement.

(4) The City shall exercise reasonable care and diligence to ensure that the Authority is advised on a timely basis of all applicable City wastewater charges and rates, and changes thereto, to allow the Authority to collect proper amounts for them. This includes communication of all changes to equivalent unit calculations for non-residential customers.

SECTION 3.03. **AUTHORITY LEGAL AUTHORIZATION:** Upon signing this Agreement, the Authority's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the Authority and shall constitute a valid and binding legal obligation of the Authority enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.04. **CITY LEGAL AUTHORIZATION:** Upon signing this Agreement, the City's legal counsel hereby expresses the opinion, generally, that this Agreement has been duly authorized by the City and shall constitute a valid and binding legal obligation of the City enforceable in accordance with its terms upon execution by both parties, provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity and the exercise of judicial discretion.

SECTION 3.05. **AUDIT AND MONITORING REQUIREMENTS:** The Authority agrees to the following audit and monitoring requirements.

(1) Audit. The Authority shall maintain accounts of collections on behalf of the City according to and consistent with the Authority's normal record maintenance procedures and shall be subject to audit to the same extent as the Authority's normal records. The Authority shall cause its auditor to notify the City immediately if anything comes to the auditor's attention during the examination of records that would lead the auditor to question whether any City wastewater charges are properly accounted for, or whether Authority charges to the City costs are allowable under this Agreement.

(2) Record Retention. The Authority shall retain sufficient records demonstrating its compliance with the terms of this Agreement in accordance with State of Florida record retention laws, from the dates that the records are generated, or for the same amount of time that the Authority maintains its own financial records, whichever is longer. The City shall have access to such records upon request. The Authority shall ensure that audit working papers also are made

available to the City, or its designee, upon request, during such time as the records are required under this Agreement to be maintained.

(3) Record of Account. The Authority shall maintain records of all funds collected on behalf of the City.

ARTICLE IV **ACCOUNT INFORMATION**

SECTION 4.01. **IDENTIFICATION OF ACCOUNTS:** The Authority and the City will work cooperatively to identify the water meters to be associated with City Customer accounts and to identify the recurring and variable charges to be collected by the Authority.

(1) The City shall periodically notify the Authority of additional Customers. The Authority shall bill additional Customers on the next monthly billing cycle from the date notice is received from the City.

SECTION 4.02. **PROHIBITION AGAINST ENCUMBRANCES:** The Authority is prohibited from selling, pledging, or otherwise using funds collected on behalf of the City.

SECTION 4.03. **START UP:** The Authority agrees to provide the services specified in Section 2.05 to the City on the next month's billing cycle, but no later than 30 days from the date the City provides written notice to the FKAA. The City agrees to provide Customer information to the Authority 30 days prior to the start-up date listed in this Section 4.03.

SECTION 4.04. **CLOSE-OUT:** Upon termination or expiration of this Agreement, the Authority and the City shall conduct a final accounting of all outstanding funds collected on behalf of the City and all outstanding Authority Charges due under this Agreement, and the Authority shall promptly disburse the net funds due the City.

ARTICLE V **DEFAULTS AND REMEDIES**

SECTION 5.01. **EVENTS OF DEFAULT:** Each of the following events is hereby declared an event of default:

(1) Failure by the Authority or the City to comply substantially with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement if such failure shall continue for a period of 30 days after written notice thereof to the defaulting party.

(2) Any warranty, representation, or other statement by, or on behalf of, the Authority or the City contained in this Agreement or in any information furnished by the Authority or the City in compliance with, or in reference to, this Agreement, is proven to be materially false or misleading.

(3) An order or decree entered, with the acquiescence of the Authority or the City, appointing a receiver for the Authority or the City; or if such order or decree, having been entered without the consent or acquiescence of the Authority or the City, shall not be vacated, discharged or stayed on appeal within sixty (60) days after the entry thereof.

(4) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Authority or the City under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Authority or the City, is not dismissed within sixty (60) days after filing.

SECTION 5.02. **REMEDIES:** Upon any event of default, after first attempting to resolve the issue under the terms of Section 6.05, the non-defaulting party may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, to require the defaulting party to fulfill its obligations under this Agreement.

(2) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the non-defaulting party.

(3) By termination of this Agreement for default upon 30 days written notice to the defaulting party.

SECTION 5.03. **DELAY AND WAIVER:** No delay or omission by the Authority or the City to exercise any right or power accruing upon an event of default shall impair any such right or power nor shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver of any default under this Agreement shall extend to or affect any subsequent event of default, whether concerning the same or different provision of this Agreement, nor shall such waiver impair consequent rights or remedies of the Authority or the City hereunder.

SECTION 5.04. **TERMINATION FOR DEFAULT:** If the City elects the remedy of termination specified in Section 5.02, the City shall not be obligated to pay the Authority Charges incurred subsequent to the effective date of the termination.

ARTICLE VI **GENERAL PROVISIONS**

SECTION 6.01. **ASSIGNMENT OF RIGHTS UNDER AGREEMENT:** Neither the Authority nor the City shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party.

SECTION 6.02. **AMENDMENT OF AGREEMENT:** This Agreement may be amended in only in a writing signed by representatives of the parties with authority to bind them.

SECTION 6.03. **SEVERABILITY:** If any tenants, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The Authority and City agree to reform the Agreement to replace any

stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

SECTION 6.04. **ATTORNEY'S FEES AND COSTS:** The Authority and City agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses and appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

SECTION 6.05. **NONDISCRIMINATION:** The parties agree that they will not discriminate against any person in the carrying out of their respective duties under this Agreement. 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, to the extent they may apply to each party, including but not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. ss. 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

SECTION 6.06. **COOPERATION:** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 6.07. **COVENANT OF NO INTEREST:** The Parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 6.08. **CODE OF ETHICS:** The Authority's officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, 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.

SECTION 6.09. **NO SOLICITATION/PAYMENT:** The parties 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. For the breach or violation of this provision, each party agrees that the other 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 6.10. **PUBLIC ACCESS TO RECORDS:** The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

SECTION 6.11. **NON-WAIVER OF IMMUNITY:** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by a party be required to contain any provision for waiver.

SECTION 6.12. **LEGAL OBLIGATIONS; NON-DELEGATION OF DUTIES:** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

SECTION 6.13. **NON-RELIANCE BY NON-PARTIES:** No person or entity shall be entitled to rely upon the terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the Authority nor the City or any agent, officer, or employee of each shall

have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

SECTION 6.14. **NO PERSONAL LIABILITY:** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 6.15. **SECTION HEADINGS:** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

SECTION 6.16. **GOVERNING LAW; VENUE:** This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

ARTICLE VII **EXECUTION OF AGREEMENT**

SECTION 7.01. **COUNTERPARTS:** This Agreement shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 7.02. **SUPERSEDES OTHER AGREEMENTS:** The parties agree that this Agreement represents their mutual agreement and replaces and supersedes any prior agreements, understandings, or communications on the subject of the Agreement, whether written or oral.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

ATTEST:

THE CITY KEY COLONY BEACH, FLORIDA

SYLVIA GRANSEE
City Clerk

By:

Mayor Joey Raspe

Date

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

Dirk M. Smits, City Attorney

(SEAL)

ATTEST:

FLORIDA KEYS AQUADECT AUTHORITY

Clerk

By:

Executive Director

Date

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND
RELIANCE OF THE FLORIDA KEYS AQUADECT AUTHORITY, ONLY:

Silvia Gransee

From: Cindy Kondziela <ckondziela@fkaa.com>
Sent: Monday, March 4, 2024 4:18 PM
To: Silvia Gransee
Cc: Shawn Smith; Greg Veliz
Subject: FW: [External] FCAA BILLING

Silvia,

I just wanted to remind you of the additional program participation information that will be required if your City Commissioners approve utilizing FCAA billing. The below programs are offered by FCAA, and other municipalities.

Additional information that will be required:

Will KCB participate in the FCAA Senior Citizen/Disabled Veterans program?
Will KCB participate in the FCAA's Leak Abatement program?
Will KCB participate in the FCAA's Pool Abatement program?

Cindy Kondziela
Chief Administration Officer
Florida Keys Aqueduct Authority
1100 Kennedy Drive
Key West, FL 33040
(305) 295-2234



From: Cindy Kondziela
Sent: Friday, January 5, 2024 3:43 PM
To: Silvia Gransee <cityclerk@keycolonybeach.net>
Cc: Shawn Smith <ssmith@fkaa.com>; Elka Garcia <egarcia@fkaa.com>
Subject: RE: [External] FCAA BILLING

I have forwarded the request to our legal department, and they will be providing you with a copy of the ILA.

Per our conversation last week, here is some of the general billing information regarding this process:

Key Colony Beach will be charged per bill at a current rate of \$1.79 per bill, a 2.5% pass thru charge will be invoiced for those KCBWW charges paid by credit card, and any charges for requested additional bill inserts will be invoiced. The 2.5% credit card bank fee is an at cost average paid to the FCAA's provider and will be evaluated and adjusted based on cost increases.

The per bill charge is adjusted by CPI annually and US postage increases. (eg. December's per bill charge is \$1.77, US postage increases in January 2024 by \$.02, therefore new rate is \$1.79)

Silvia Gransee

From: Yusinay Bonachea <ybonachea@fkaa.com>
Sent: Tuesday, March 5, 2024 10:55 AM
To: Silvia Gransee
Cc: Cindy Kondziela
Subject: FW: [External] FCAA BILLING

Ms. Gransee,

Good morning! Here is the information you requested about our Leak Abatement, Pool Abatement and Senior Citizen/Disabled Veterans Discount. Should you have any questions or need clarification please feel free to contact me at (305) 295-2250.

LEAK ABATEMENT POLICY:

Our customers are eligible for a Leak Abatement once every 5 years, must be underground or behind a wall, policy listed below. Customer pays for twice their same month prior year's usage and excess gallons is what is adjusted.

Leak Abatement Form

Application for Courtesy Credit Adjustment for Excessive Consumption

Effective October 26, 2016, the FCAA offers a Courtesy Credit Adjustment for Excessive Consumption. The Authority shall abate a portion of a bill for Water and Wastewater Service under the following conditions:

POLICY 48-105.009

1. The excessive consumption occurred within the past 90 days. -The excessive consumption was due to a leak which was underground, within a foundation or inside a wall and was not cause by negligence.
 2. The request must be in writing (via this form) or by email which includes these acknowledgements,
 3. I am providing a plumbers bill or receipts for parts to evidence that the leak was repaired.
 4. I will be responsible for payment of two times my consumption for the same period of the prior years and the Leak Adjustment will be calculated on the remaining balance.
 5. If consumption history is unavailable, the FCAA will use 5,300 gallons as a monthly average for a residential user. For all other Users, the FCAA will use an average derived from similar Users in its Service Area.
 6. Customer is limited to one (1) abatement in excess of \$75.00 within a five (5) year period.
- * All back up documentation is required upon submission of abatement application.
* A payment is required upon submission of abatement application

Please contact our Customer Service Department at (305) 296-2454 if you have further questions. Policy updated 10/1/23

SENIOR CITIZEN/DISABLED AMERICAN VETERAN DISCOUNT:

For customers to qualify for our Senior Citizen/Disabled American Veteran's discount, they must meet certain criteria:

- 60 years of age or older
- 100% permanently Disabled American Veteran
- Single family primary residence at which you reside the full calendar year.
- Cannot exceed average consumption of 5300 gallons, which is calculated by the rep from previous year. If they don't have any consumption history, then they automatically qualify.
- Primary residence needs to be Homestead Exempted.
- Renters will need Government issued ID to match property address (unless transferring service as this may take them a little to update their Id)

All customers on this Senior discount do not pay a water base facility charge.

If they are in FKAA wastewater district areas, they do not pay a wastewater base facility charge either, only wastewater flow charge.

Currently Key Largo offers a 50% discount on their wastewater base fee to Seniors and Key West offers a 15% discount on the wastewater base fee to Seniors.

Senior Citizens/Disabled American Veterans Application

The Florida Keys Aqueduct Authority is authorized to establish a lower rate on the single family residential account of certain persons who meet the maximum income allowance and are 60 years of age or older, or a permanently disabled American Veteran. Such qualified individuals are required to submit an application for eligibility. The below gross income requirements have been adopted by our Board. New applications are accepted throughout the calendar year but expire every March 31st. Applicants must re-apply prior to March 31st to avoid interruption of your discount. This discount will only be applicable on your single family primary residence at which you reside the full calendar year. Applicants cannot exceed an average of 5,300 gallon consumption which is based on the previous calendar year. Veteran applicants do hereby certify that they are totally and permanently 100% disabled, as determined hereby Veterans Affairs. VA disability income is excluded as income for this program. All other income for all household occupants is required to be included.

Maximum Annual Household Income to Qualify - 2024

	<u>Monthly</u>	<u>Annually</u>
Individual	\$3,822.00	\$45,864.00
Household	\$7,644.00	\$91,728.00

POOL ABATEMENT POLICY:

Our customers are eligible to apply for a pool abatement once a year to receive a partial credit on their wastewater flow charges only.

Customer is responsible for twice the same month prior year's usage (same as leak abatement). The difference in gallons is adjusted for their wastewater flow charges only.

For example: If customer was billed 10,000 gallons of wastewater flow and their same month prior year's usage was 3,000 gallons. The customer would pay for 6,000 gallons and 4,000 gallons would be adjusted.

Date of Pool Fill*

mm/dd/yyyy



Pool Capacity (in gallons)*

Pool Dimensions*

Wastewater District*

City of Key West



Disclaimer: Pool fill abatements are granted once every twelve months. The adjustment will be based on your consumption the same time prior year doubled. If the customer does not have consumption the same time previous year, 5,300 gallons will be used. Only the wastewater portion of the bill will be adjusted. The remaining will then be credited to your account. Not all wastewater districts honor this abatement. **Key Largo, Islamorada and Marathon do not qualify.**

Thank you,

Yusi Bonachea

Customer Service Area Manager ~ Middle Keys

Florida Keys Aqueduct Authority

Direct Line: (305) 295-2250

Office: (305) 296-2454



[Click to visit our site](#)

From: Cindy Kondziela <ckondziela@fkaa.com>

Sent: Tuesday, March 5, 2024 10:16 AM

To: Yusinay Bonachea <ybonachea@fkaa.com>

Subject: FW: [External] FCAA BILLING

REECE & ASSOCIATES

P.O. BOX 432123, BIG PINE KEY, FLORIDA 33043

PHONE (305) 872-1348

EMAIL info@reecesurveying.com

February 28, 2024

City of Key Colony Beach
Silvia Gransee

VIA Email:cityclerk@keycolonybeach.net

RE: Proposal for Surveying Services at 1st Street Park FRDAP, Key Colony Beach

Reece & Associates is pleased to provide this proposal for professional services on the above referenced project. Our scope of services and corresponding fee are outlined below.

PROJECT UNDERSTANDING

SURVEYING SERVICES: Boundary as outlined in your email dated 2/16/24

Our fee to prepare a boundary survey per your request is \$5900.

Deliverables: Digitally signed/sealed survey,

Schedule: 2 to 3 weeks following execution of this agreement.

Terms: Balance at delivery of survey.

All invoices are due and payable in full upon receipt. Surveyor reserves the right to withhold certified prints and files to client or client's consultants until payment is made in full. We are recognized by the State of Florida Board of Land Surveyors and have registered under the provisions of Chapter 472. All services will be in accord with the standards set forth by the Florida Board of Land Surveyors. Our firm carries Professional Liability, Errors and Omissions Insurance and Workers' Compensation. Certificates of Insurance are available upon request.

The above agreement is hereby acknowledged, and Reece & Associates is authorized to proceed with the above requested services.

Signed

Title

Date

Professional Surveyor and Mapper, LB 7846
Robert E. Reece, PSM 5632, State of Florida

Silvia Gransee

From: Anna Bonjour <abonjour@rmpkfunding.com>
Sent: Friday, February 16, 2024 12:01 PM
To: KCB Mayor
Cc: Silvia Gransee
Subject: [External] 1st Street Park FRDAP Commencement
Attachments: DEP55-229-Budget Cost Analysis_0 A24071.pdf; Site Plan.pdf; Commencement Certification A24071.pdf; CERTIFICATION OF INSURANCE FORM A24071.pdf

Good Morning Mayor,

Attached are the commencement documents for the 1st Street Park FRDAP project, which must be submitted to FDEP by July 17, 2024. Please review them, and if everything looks all right, please sign and return them to me at your convenience. You can sign the site plan wherever you find space.

Please keep in mind that construction of any of the grant elements cannot begin until after you receive the commencement letter from FDEP. This may take several weeks after the commencement package has been submitted.

The following documentation will also be needed to include with the commencement package.

- Title Search and Opinion of Title - Please have the City's attorney provide an opinion of title for the park. We will need that, as well as the backup documentation, to include with the commencement package. It usually takes at least a couple of months to obtain this information.
- Signed and Sealed Boundary Survey of the Park

Thank you.

Anna Bonjour
Director of Grants
RMPK Funding

601 Heritage Drive #402

Jupiter, FL 33458

www.rmpkfunding.com



Evaluation Committee Meeting
Minutes & Bid Tabulations
February 28, 2024
10:00 am
Key Colony Inn Banquet Room
700 W. Ocean Drive
Key Colony Beach, Florida 33051

Present:

Ed Borysiewicz, Interim Building Official
Mike Guarino, Public Works Department Head
Carman Slusher, Key Colony Beach Resident
Silvia Gransee, City Clerk

Purpose of Meeting: ITB 2023-014 Tennis Courts Project Evaluation Committee Meeting

The Review Committee met on Wednesday, February 28, 2024, 10:00 am, to review the received bids for ITB-2023-014.

City Clerk Gransee opened the public meeting at 10:00 am and informed on meeting procedures and attendees.

City Clerk Gransee informed that bids were received from Mor-Sports and McCourt Construction and invited the Committee for discussion.

After review and discussion, the Review Committee members came to the consensus to reject both bids due to cost and inaccurate engineering plans and put the project back out to bid.

City Clerk Gransee asked each member for agreement on the rejection. Each member agreed.

Recommendation: The Review Committee's recommendation to the Key Colony Beach City Commission is to reject both bids due to cost and inaccurate engineering plans and publish a new solicitation.

The Commission will review the Committee's recommendation at the March 21st City Commission Regular meeting at 9:35 am or at the end of the Public Hearing.

The Committee adjourned at 10:11 am.

Silvia Gransee
City Clerk

Attachments:
Bid Tabulations

CITY OF KEY COLONY BEACH
ITB 20232-014
TENNIS COURT PROJECT

EVALUATION COMMITTEE REVIEW RANKING SHEET

Firms Submitting Proposals:

1. McCourt
 2. Mor Sports

3. _____
 4. _____
 5. _____

RANKING CRITERIA	Firm #1	Firm #2	Firm #3	Firm #4	Firm #5
1. Firm Qualifications and Expertise Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
2. Experience with similar Projects Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
3. Project Approach (which includes Development Safety and Reporting) Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
4. Cost Analysis Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
5. Approach to Task Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
COMMENTS: <u>Reject both bids</u> <u>due to cost & scope.</u>					

Total: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
 (maximum 100)

Alvin L...
 Signature of Person Completing Ranking Form

2/28/24
 Date

CITY OF KEY COLONY BEACH
ITB 20232-014
TENNIS COURT PROJECT

EVALUATION COMMITTEE REVIEW RANKING SHEET

Firms Submitting Proposals:

1. <u>Mc COURT</u> 2. <u>MOR SPORTS</u>	3. <u>—</u> 4. <u>—</u> 5. <u>—</u>
--	---

RANKING CRITERIA	Firm #1	Firm #2	Firm #3	Firm #4	Firm #5
1. Firm Qualifications and Expertise Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
2. Experience with similar Projects Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
3. Project Approach (which includes Development Safety and Reporting) Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
4. Cost Analysis Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
5. Approach to Task Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
COMMENTS: Both Bids Rejected due to costs + Specification questions					

Total: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
 (maximum 100)

[Signature]
 Signature of Person Completing Ranking Form

2-28-24
 Date

CITY OF KEY COLONY BEACH

ITB 20232-014

TENNIS COURT PROJECT

EVALUATION COMMITTEE REVIEW RANKING SHEET

Firms Submitting Proposals:

1. _____

3. _____

4. _____

2. _____

5. _____

RANKING CRITERIA	Firm #1	Firm #2	Firm #3	Firm #4	Firm #5
1. Firm Qualifications and Expertise Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
2. Experience with similar Projects Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
3. Project Approach (which includes Development Safety and Reporting) Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
4. Cost Analysis Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
5. Approach to Task Excellent - 20 points Good - 15 points Fair - 10 points Poor - 5 points Refused to respond - 0 points					
COMMENTS: <i>BOTH Rejected</i> <i>DUE TO COSTS</i>					

Total: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
(maximum 100)

[Signature]

Signature of Person Completing Ranking Form

3-28-2024

Date

February 26, 2024

Mr. Joey Raspe, Mayor
City of Key Colony Beach
600 W. Ocean Drive,
Key Colony Beach, FL 33051-0141
Via Email: mayor@keycolonybeach.net

RE: Peril of Flood Update to the Comprehensive Plan

Dear Mayor Raspe:

LaRue Planning & Management Services, Inc. is pleased to present a scope of services and cost to prepare the update to the Comprehensive Plan to include the Peril of Flood requirements as outlined in Section 163.3178(2)(f) of the Florida Statutes.

Scope of Services:

1. Review and analyze existing data to determine what needs to be updated with reference to Peril of Flood requirements.
2. Draft Amendments
 - a. Prepare Comprehensive Plan revisions consistent with Peril of Flood requirements.
 - b. Eliminate any plan element internal inconsistencies.
 - c. Update planning periods and population projections.
3. Prepare advertisements for LPA and Commission public hearings.
4. Submit amendment to the Florida Commerce, Bureau of Community Planning and Growth (BCPG) for review and comments.
5. Prepare revisions to Amendments based on comments from BCPG.
6. Prepare advertisement for Commission adoption public hearing.
7. Submit adopted Comprehensive Plan Amendments to BCPG and secure compliance with the State.

Note: Consultant's attendance at public hearings will be by phone or video conferencing.

Total Cost:

\$25,000 - \$35,000

Please sign and return a copy to our office. We are prepared to commence work upon the City's approval of this agreement.

Sincerely,

James G. LaRue

James G. LaRue, FAICP
President

City of Key Colony Beach

Authorized Signature

Date

Print Name

Title

February 26, 2024

Mr. Joey Raspe, Mayor
 City of Key Colony Beach
 600 W. Ocean Drive,
 Key Colony Beach, FL 33051-0141
 Via Email: mayor@keycolonybeach.net

RE: Update Capital improvements Element (CIE) Five Year Schedule of Capital Improvements

Dear Mayor Raspe:

LaRue Planning & Management Services, Inc. is pleased to present a scope of services and cost to prepare the annual update to the Comprehensive Plan's (CIE) Five Year Schedule of Capital Improvements for the City of Key Colony Beach. The CIE Five-Year Schedule of Capital Improvements will be adopted by Ordinance and is not subject to review by the Florida Commerce, Bureau of Community Planning and Growth (BCPG) or other State agencies.

Scope of Services:

- a. Examine the current CIE table to determine what 5-year periods will be included.
- b. Determine what mandated infrastructure projects will be included.
- c. Determine estimated source of funding and costs of projects (verified by City staff).
- d. Prepare ordinance for adoption of revised 5-year CIE.

Total Cost:

Not to Exceed \$2,500.00

Please sign and return a copy to our office. We are prepared to commence work upon the City's approval of this agreement.

Sincerely,



James G. LaRue, FAICP
 President

City of Key Colony Beach

 Authorized Signature

 Date

 Print Name

 Title

Agreement

This Agreement entered into on the 26th day of February, 2024 between the City of Key Colony Beach, a Florida Municipal Corporation (hereinafter referred to as the “City”), whose address is, 600 West Ocean Drive, Key Colony Beach, Florida 33051-0141, and LaRue Planning & Management Services, Inc., a Florida Corporation, (hereinafter referred to as the “Consultant”), whose address is 1375 Jackson Street, Suite 206, Fort Myers, Florida 33901.

Whereas, the City desires the Consultant to provide professional Comprehensive Planning services; and

Whereas, the Consultant is qualified and prepared to provide such professional services; and

Now, Therefore, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the City and the Consultant agree as follows:

1. Scope of Services:

- Prepare and process Comprehensive Plan Amendments
- Advise the City as to all land use related requirements imposed on the City, their impact, and how to address such requirements
- Draft needed revisions to the Land Development Regulations
- Respond to inquiries by the City offering development related advice
- Review site plans, variances, and special exceptions
- Participate in pre-development conferences/meetings, preferably by Zoom, as requested by the City
- Attend Council, and Planning Board meetings, as requested, preferably by Zoom

- 2. Time for Performance.** The time for the performance under this Agreement shall begin upon the date of its formal execution by both the Consultant and the City. The term of this Agreement for performance of services listed in Paragraph 1 shall be from the effective date hereof, which shall be the date on which the last of the parties hereto executes this Agreement, until April 2026.

3. Compensation and Method of Payment.

Compensation for performance of services as listed in Paragraph 1 of this Agreement (Scope of

Services) shall be at the rate of One Hundred Thirty-Five Dollars (\$135.00) per hour unless there is a large project that requires a specific scope of services, (i.e Land Development Zoning Code update). Fees will be invoiced monthly on a percentage of completion basis. Tasks may run concurrently, therefore a percentage of payment may be due before completion of a prior task. All payments will be made pursuant to monthly invoices submitted by the Consultant, and will be paid within fifteen (15) days after receipt and approval by the City.

4. **Project Management.** The Project Manager for the Consultant under this Agreement is James G. LaRue, FAICP. The Project Manager for the City shall be _____.
5. **Ownership of Documents.** All materials, reports, data and other documents developed by Consultant or otherwise generated pursuant to this Agreement shall remain the exclusive property of the City and Consultant shall surrender them to the City upon request or termination of this Agreement. All documents prepared pursuant to this Agreement are subject to Florida's Public Record Law. Refusal of the Consultant to allow public access to such records as required by such law shall constitute ground for unilateral cancellation of this Agreement by the City; provided, however, that this Agreement shall not be terminated and the Consultant shall not provide access to any record, if directed by the City's project manager, to withhold access to said document, because it is confidential or exempt from disclosure pursuant to Federal or Florida law.
6. **Nondiscrimination.** The Consultant warrants and represents that its employees are treated equally during employment without regard to race, color, religion, sex, age, or national origin.
7. **Independent Contractor.** The City and the Consultant intend that an independent contractor relationship is created by this Agreement. Consultant shall not be considered an agent or employee of the City for any purpose and the City shall not be liable to carry unemployment compensation insurance or worker's compensation insurance on the Consultant, or Consultant's employees. The City shall not withhold any taxes or social security from compensation paid to the Consultant. The City shall not use the Consultant exclusively, and the Consultant shall be free to contract with other persons for similar or other services while under contract with the City.

8. **Conflict of Interest.** The Consultant represents to the City that it does not presently have any clients or other interests, and will not acquire any such clients or interests, which conflict in any manner, either directly or indirectly, with the performance of services required under this Agreement. The Consultant shall promptly notify the City in writing of all potential conflicts of interest for any prospective business associations.
9. **Amendment.** Any provision of this agreement may be modified by the mutual consent of the City and Consultant. Should the City request additional services not enumerated in Paragraph 1 of the Agreement, the Consultant shall charge the City for additional time spent at the rate of One Hundred Thirty-Five Dollars (\$135.00) per hour.
10. **Termination.** This Agreement may be terminated for any reason by the City or Consultant upon thirty (30) days prior written notice. Notice to be sent Certified Mail, Return Receipt Requested. The Consultant may terminate the Agreement for failure of the City to pay invoice(s) within 90 days of presentation.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the date set forth.

CITY OF KEY COLONY BEACH, FLORIDA,
a Florida Municipal Corporation

By: _____
Signature Date Print Name Title

ATTEST: _____
Signature Date Print Name Title

LARUE PLANNING & MANAGEMENT SERVICES, INC.,
a Florida Corporation

By: James G. LaRue
James G. LaRue, President February 26, 2024



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

November 03, 2023

PERMIT TYPE: 348
PERMIT NUMBER: 2023-N-2028361
FOOD ENTITY NUMBER: 416755

PERMITTED LOCATION ADDRESS:
EMPANADA NATION
10935 Overseas Hwy
Marathon, FL 33050-3456

Empanada Nation LLC
400 101 Street Ocean Unit B,
Marathon, FL 33050-

The attached permit will expire on November 2, 2024

This annual food permit must be detached and shall be displayed in a conspicuous location at the permitted location.
Failure to conspicuously display the permit may result in administrative action for violation of 5K - 4.020, F.A.C.

The renewal fee for all food permits shall be the same as the food permit fee required by subsection 5K-4.020(4), F.A.C., and shall be due annually on or before November 2. A late fee of \$100 will be imposed in accordance with Chapter 500, F.S., if the renewal fee for this food establishment is received by the Department after November 2. This fee is in addition to the food permit fee required by subsection 5K-4.020(4), F.A.C. It is the business owner's responsibility to ensure the accuracy of their account. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing. Updates to the owner contact information, email, and mailing addresses can be made at <https://foodpermit.fdacs.gov> or at (850) 245-5520.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 08/23



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Food Safety

2024

ANNUAL FOOD PERMIT

Chapter 500, Florida Statutes
Rule Chapter 5K-4.020 Florida Administrative Code
(850) 245-5520 | www.FDACS.gov

PERMIT TYPE: 348
FOOD ENTITY NUMBER: 416755

EXPIRATION DATE: November 2, 2024

LOCATION:
EMPANADA NATION
10935 Overseas Hwy
Marathon, FL 33050-3456

OWNER:
Empanada Nation LLC
400 101 Street Ocean Unit B,
Marathon, FL 33050-

This permit must be conspicuously displayed at the permitted location. Rule 5K-4.020(7), F.A.C., requires food establishments to notify the department within 30 days of closing.

THIS FOOD PERMIT IS NOT TRANSFERABLE

FDACS-14414 Rev. 08/23

H23000017981 3

ARTICLES OF ORGANIZATION OF EMPANADA NATION LLC

FILED
JAN 17 AM 9:28
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Florida Statutes Chapter 605, hereby makes, acknowledges, and files the following Articles of Organization.

ARTICLE 1 - NAME

The name of the limited liability company shall be **EMPANADA NATION LLC** ("Company").

ARTICLE 2 - ADDRESS

The principal place of business of the Company in Florida shall be 7864 Sonoma Springs Circle, Apt. 107, Lake Worth, Florida 33463 and the mailing address shall be the same.

ARTICLE 3 - EFFECTIVE DATE

These Articles of Organization shall be effective immediately upon approval of the Secretary of State, State of Florida.

ARTICLE 4 - DURATION

Subject to the provisions of Article 8, the Company's existence shall terminate no later than 99 years from its date of commencement, unless the Company is earlier dissolved as provided in these Articles of Organization.

ARTICLE 5 - PURPOSES AND POWERS

The general purpose for which the Company is organized is to transact any lawful business for which a limited liability company may be organized under the laws of the State of Florida. The Company shall have all the powers granted to a limited liability company under the laws of the State of Florida.

H23000017981 3



SPIEGEL & UTRERA, P.A.
LAWYERS

www.amerilawyer.com

18th CORAL WAY 4TH FLOOR, MIAMI, FL 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 860-2075

H23000017981 3

ARTICLE 6 - REGISTERED OFFICE AND REGISTERED AGENT

The initial address of registered office of this Company is Spiegel & Utrera, P.A., at 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145. The name and address of the registered agent of this Company is Spiegel & Utrera, P.A., 1840 Southwest 22nd Street, 4th Floor, Miami, Florida 33145.

ARTICLE 7 - ADMISSION OF NEW MEMBERS

No additional member(s) shall be admitted to the Company except with the unanimous written consent of all the member(s) of the Company and upon such terms and conditions as shall be determined by all the member(s). A member may transfer his or her interest in the Company as set forth in the regulations of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other member(s) of the Company other than the member proposing to dispose of his or her interest approve of the proposed transfer by unanimous written consent.

ARTICLE 8 - TERMINATION OF EXISTENCE

The Company shall be dissolved upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member or manager, or upon the occurrence of any other event that terminates the continued membership of a member in the Company, unless the business of the Company is continued by the consent of all the remaining members, provided there are at least one remaining member.

ARTICLE 9 - MANAGEMENT

The Company shall be managed by a manager or manager(s) in accordance with regulations adopted by the member(s) for the management of the business and affairs of the Company. These regulations may contain any provisions for the regulation and management of the affairs of the Company not inconsistent with law or these Articles of Organization. The names of all such manager(s) who is/are to serve as manager(s) is/are:

Manager: Teiger Corazon
Manager: Denny Valladares Jr

whose mailing addresses shall be the same as the principal office of the Company.

H23000017981 3

**SPIEGEL & UTRERA, P.A.**

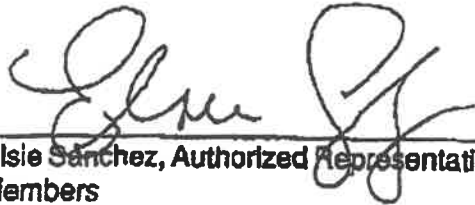
LAWYERS

www.amerilawyer.com

1840 CORAL WAY 4TH FLOOR, MIAMI, FL 33145 - (305) 854-6000 - (800) 603-3900 - FACSIMILE (305) 860-2075

H23000017981 3

IN WITNESS WHEREOF, The undersigned, an authorized representative of the members, has made and subscribed these Articles of Organization at Miami, Florida, for the foregoing uses and purposes, this 1-17-2023.


 Elsie Sanchez, Authorized Representative of the Members

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED
 IN ARTICLES OF ORGANIZATION**

Spiegel & Utrera, P.A., having a business office identical with the registered office of the Company name above, and having been designated as the Registered Agent in the above and foregoing Articles of Organization, is familiar with and accepts the obligations of the position of Registered Agent under Section 605.0201, Florida Statutes and other applicable Florida Statutes.

Spiegel & Utrera, P.A.


 BY: Natalia Utrera
 Natalia Utrera, Vice President

FILED
 JAN 17 AM 9:21
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

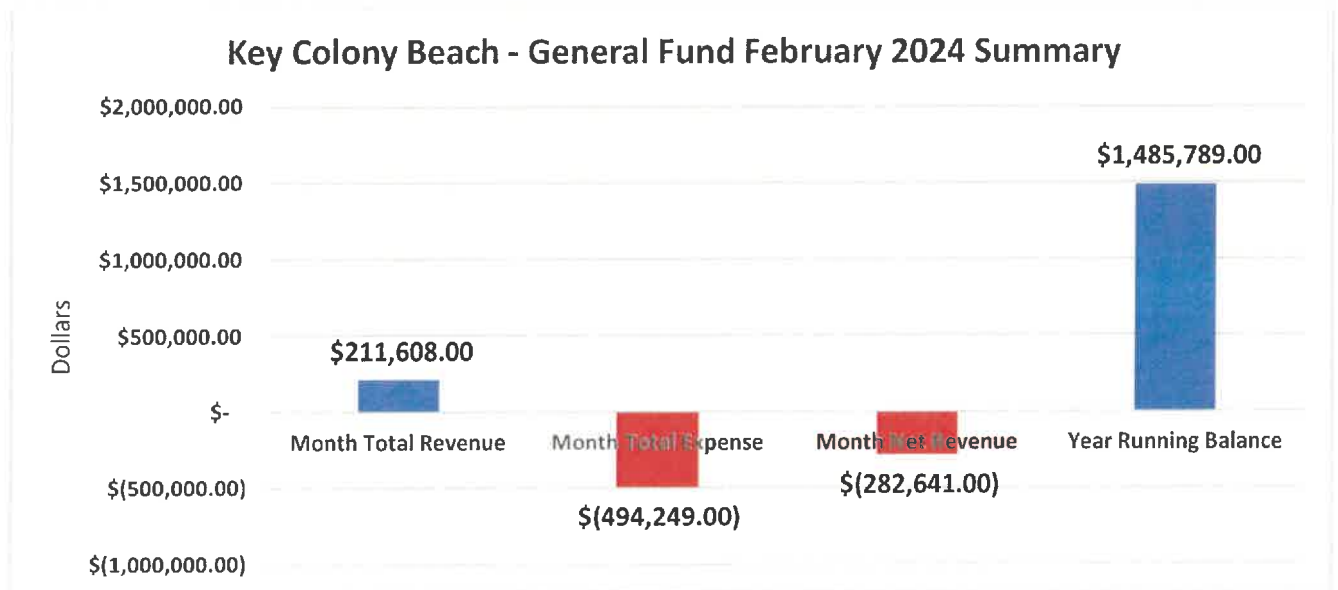
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City of Key Colony Beach

Treasurer's Report – March 21, 2024

February 2024 financial summary – General Fund

- 5th month of 2024 fiscal year budget-
 - YTD revenue above budget target, in good shape with Ad Valorem Tax Revenue
 - Pickle ball expansion contributions currently at \$157,770.00
 - YTD expenses below budget target, in good shape for YTD.
 - Expenses to highlight for this month:
 - Credit card charges are high for February, reviewed reconciliation detail.
 - City Hall Temporary Facilities are high for February, reviewed detail list, and suggest moving the repair expenses for Marble Hall and the Post Office under infrastructure expenses.
 - Legal fees include billing for December and January, includes billing for Form 6 litigation agreed to in February, two litigation cases for defending the city, recoverable legal costs for code violations, and regular city business needs.
 - Monthly legal fee expenses discussion planned for week of 18Mr24.
 - Monthly Plot below:

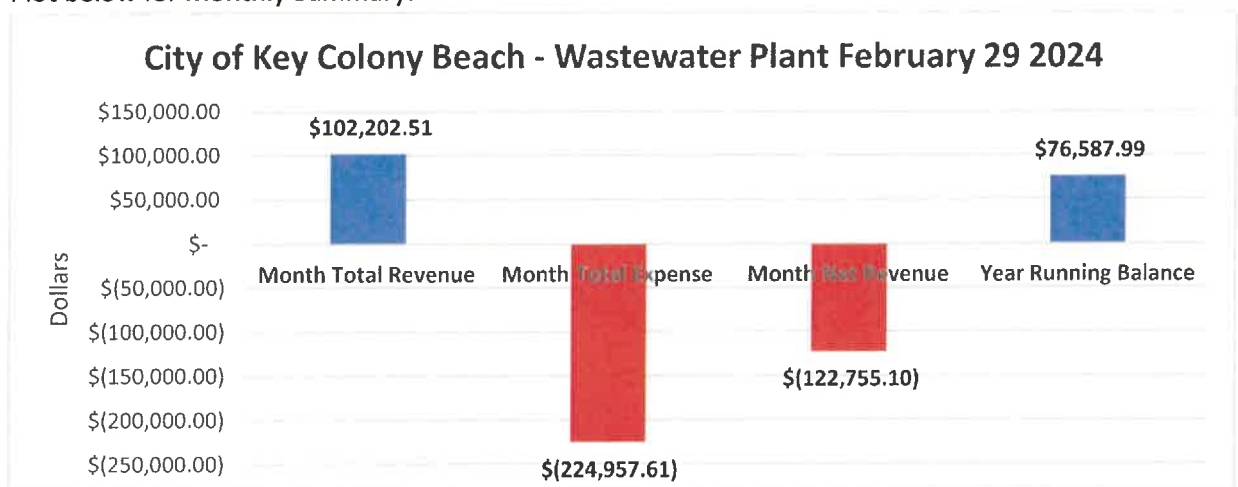


City of Key Colony Beach Treasurer's Report – March 21, 2024

February 2024 financial summary – Wastewater/Stormwater

Wastewater

- Overall revenue slightly below budgeted target value for the month, YTD revenue slightly above budgeted target value
 - Commercial service revenue tracking closely to budgeted values. Good news!
- Overall expenses above budgeted target value for the month, YTD expenses below budgeted target value
 - State loan semi-annual loan payment completed this month.
 - Capital expenses above YTD targeted budget expense target, will need to continue to monitor as new projects are reviewed.
 - Sludge Hauling expenses include 5 weeks of billing and increased pick-ups for additional volume, explaining higher than typical monthly expense.
 - Chemicals included purchases for additional future months and semi-annual cleaning work. Explaining higher than typical monthly expense.
 - The phone bill will be reduced in future months, thanks to Silvia.
 - Savings of \$7,600.00 yearly, based on requested review of monthly bills.
- Plot below for Monthly Summary:



Stormwater:

- Revenue fees collected to date are 87% of the yearly total, in good shape.
- Billing in the amount of \$426,400 for the current stormwater project, resulted in a cash flow concern in early February, based on limited funds in the Stormwater checking account. \$15,000 was transferred to cover the negative checking balance from the General Fund. Cash flow will be an ongoing concern for this year as billing is received. Options to improve the cash flow are being investigated. Expected cash flow shortfall for March in the amount of \$578,000 based on expected billing for March 2024.

City of Key Colony Beach

Treasurer's Report – March 21, 2024

Grant Activity:

1. FEMA shared funding - Dry Proofing of the Maintenance Building Project:
 - a. Engineering proposal received, costs exceed the estimated budget number, discussion with the State to request increasing the funding for the engineering work in 2024. Will complete the request form per the suggestion from the State.
2. FDOT 2022 Transportation Alternative Grant
 - a. Completed training in Miami on 16Fe24 for Local Agency Performance Certification (LAP) awareness.
 - i. KCB city documentation requested to start work on LAP certification process.
 - ii. State Development Meeting completed in February 2024
 - b. Dialog continues with K2B for engineering a cost proposal.
 - c. Funding approval expected after July 01, 2024.
3. FDOT 2024 Transportation Alternative Grant Application
 - a. No expected updates until May 2024 on acceptance, FDOT completing internal reviews of our application and presentation material.
4. FDEP New City Hall grant
 - a. Discussion needed at today's meeting on agreement for a 2024 1st quarter KCB update, which is due early April.
 - i. For Reference - January updates provided to FDEP through support of RMPK Funding Inc. FDEP accepted the updates. Updated estimated dates of construction:
 1. Estimated start date: 10/17/2024.
 2. Estimated construction end date: 09/30/2026.

CITY OF KEY COLONY BEACH

Warrant Number	0224	
Items paid from	February 1, 2024	
to	February 29, 2024	
First Horizon Checking Account - 6871	\$492,516.04	
(includes all vendor payments for general, road, building and infrastructure)		
Escrow Account - 5537	-	
Payroll Account - 2942	\$122,887.05	
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	433,901.29	
Sewer Account - 6006	<u>\$97,356.12</u>	
TOTAL DISBURSEMENTS		<u><u>\$1,146,660.50</u></u>

RESOLUTION NO. 2024-05

**A RESOLUTION BY THE CITY OF KEY COLONY BEACH, FLORIDA,
AUTHORIZING MAYOR-CITY ADMINISTRATOR JOEY RASPE TO
NEGOTIATE AND EXECUTE A LEASE WITH THE UNITED STATES
POSTAL SERVICE; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Key Colony Beach, of Monroe County, Florida, do hereby appoint Mayor-City Administrator Joey Raspe as authorized representative for the City of Key Colony Beach, Florida; and

WHEREAS, the City Commission of the City of Key Colony Beach of Monroe County, Florida, do hereby authorize Mayor-City Administrator Joey Raspe to negotiate and execute a lease with the United States Postal Service for the property located at 600 W. Ocean Drive, Key Colony Beach, Florida 33051; and

WHEREAS, be it resolved, that the executed lease shall be deemed binding upon all members of this organization collectively and shall take effect immediately upon its adoption by the City Commission.

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

Section 1: **Recitals.** That the foregoing recitals are hereby incorporated by reference.

Section 2. **Authorization of City Officials.** That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

Section 3. **Effective Date.** That this Resolution shall go into effect immediately upon its passage and 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 March 21, 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 Tom DiFransico	NO	YES
Commissioner _____	NO	YES

Joey Raspe, Mayor

Silvia Gransee, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

ORDINANCE NO. 2024-489

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH
FLORIDA, AMENDING THE CODE OF ORDINANCE ARTICLE
VI – FINANCE, SECTION 2-75, TO INCREASE THE
DISCRETIONARY SPENDING THRESHOLD; AMENDING THE
LANGUAGE CONTAINING SCRIVENER’S ERROR, REPEALING
CONFLICTING ORDINANCES, PROVIDING FOR
SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Key Colony Beach is charged with the administration of a wide variety of municipal issues, such as maintaining the City’s fiscal budget and the purchase of commodities and contractual services for the benefit and general welfare of the residents of the City, and

WHEREAS, the City of Key Colony Beach Commission wishes to amend and increase the discretionary spending threshold of the mayor and/or the city administrator to make purchases of equipment, materials, supplies, or services without specific prior approval therefore by the City Commission;

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

This Ordinance shall become effective upon approval by the City Commission.

Section 3: Amendment

Section 2-75 of Article VI, “Finance” of the Administration of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

- (a) No purchase or contract for purchase of equipment, material, supplies or services, other than professional services exempt under Florida Statute, may be made by the city commission when the purchase price thereof is in excess of twenty-five thousand dollars (\$25,000.00) unless made after open competitive bidding. The city commission shall have the right to accept or refuse any or all bids. This requirement applies to a single and not a cumulative project. This requirement shall not apply to purchases of commodities and contractual services from purchasing agreements established by and maintained by the State of Florida. It further does not apply to purchases of commodities, equipment, or material exempted from bidding by Florida Statutes where available only from a single source. This section shall not be construed to limit or prevent any exemptions from bidding requirements provided by Florida Statutes.

- (b) The mayor or the city administrator shall be authorized to make purchases of equipment, material, supplies or services up to the value of ~~five thousand dollars (\$5,000.00)~~ seven thousand five hundred dollars (\$7,500.00) without specific prior approval therefore by the city commission.
- (c) Should the city commission declare, by majority vote, an emergency by reason of major disaster, public health or public safety, then the requirement for competitive bidding may be waived with respect to goods or services necessary because of the emergency. This section shall not be construed to limit other emergency actions permitted under Florida Statutes.

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances

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

Section 6: Effective Date

This ordinance shall become effective upon its adoption by the City of Key Colony Beach Commission.

FIRST READING by the City of Key Colony Beach City Commission this 21st day of March, 2024.

Mayor Joey Raspe	NO _____	YES _____
Vice-Mayor Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner _____	NO _____	YES _____

-[Remainder of Page Left Intentionally Blank]-

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of April, 2024.

Mayor Joey Raspe	NO _____	YES _____
Vice-Mayor Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner _____	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of April, 2024.

Joey Raspe, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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