

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, September 21, 2023 – 9:35 am OR at the end of the Public Hearing
Located at the Temporary Meeting Place for the City of Key Colony Beach,
at the Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach
& Virtually via Zoom Conferencing

[Zoom Login Information at the end of the Agenda](#)

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

2. Agenda Additions, Changes & Deletions

3. Special Request

4. Citizen Comments and Correspondence

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

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

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

5. Approval of Minutes

- a. 08-17-2023 City Commission Regular Meeting & Public Hearing Minutes – **Pgs. 1-11**
- b. 08-18-2023 City Commission Special Meeting Minutes – **Pg. 12**

6. Committee and Department Reports

- a. Marathon Fire/EMS – Marathon Asst. Fire Marshal Card
- b. Police Department – Chief DiGiovanni
- c. Building Department – Building Official Leggett
- d. Public Works – Public Works Department Head Guarino
- e. City Clerk – City Clerk Gransee
- f. Code Enforcement Officer – Code Officer Goldman
- g. Beautification Committee
- h. Planning & Zoning Board
- i. Recreation Committee
- j. Utility Board

7. City Administrator Items for Discussion/Approval

- a. Options on Implementation for the Incorporation of Rules and Regulations for Sunset Park – **Pg. 13**
- b. Report of September 20 Townhall Meeting on Public Input from Residents regarding the Relocation of the Tennis Court to 7th Street. Discussion and approval of Tennis/Pickleball Court Option 4.

8. Items for Discussion/Approval

- a. Discussion/Approval for Appointment of alternate members Judy Burgett and Cynthia Catto to full-time members of the Recreation Committee.*
- b. Discussion/Approval of the recommendation by the Recreation Committee to continue negotiations with the Pickleball Club to let the club manage the courts.*
 - i. Review of Recreation Meeting Minutes from August 14th, 2023 – Pgs. 14-19*
 - ii. Review of Documents for Consideration of the Management Agreement – Pgs. 20-50*
 - iii. Discussion/Approval of Management Agreement Between The City of Key Colony Beach and Pickleball Club - Pgs. 51-55*
- c. Discussion/Approval of the relocation of the Tennis Courts to 7th Street per the recommendation of the Recreation Committee*
- d. Discussion/Approval on a Policy & Resolution on Gifts to the City – Pgs. 56-57*

9. Secretary-Treasurer's Report

- a. August 2023 Financial Summary – Pgs. 58-59*
- b. Approval of Warrant 0823 in the amount of \$639,859.75 – Pg. 60*

10. City Attorney's Report

- a. Call for a Closed Session pertaining to the Case of Laurie Swanson vs. Key Colony Beach Case #23-CA-000205-M*

11. Ordinances & Resolutions

- a. **FIRST Reading of Ordinance No. 2023-487:** An Ordinance of the City of Key Colony Beach, Florida Amending Chapter 101, Article VII of the Land Development Regulations of the City of Key Colony Beach, Florida to Enact Regulations Relating to Protection of Sea Turtles; Specifically Amending Article III "Environmental and Drainage Regulations", Sections 101-79 through 101-92 "Reserved" to Establish Regulations Related to Sea Turtle Nesting Protection; Providing for the Repeal of all Ordinances or Parts Thereof Found to be in Conflict; Providing for the Repeal of all Code Provisions and Ordinances Inconsistent with this Ordinance; Providing for Severability; Providing for Inclusion In the Code; and Providing for an Effective Date. – Pgs. 61-71*
- b. **FIRST Reading of Ordinance No. 2023-488:** An Ordinance of the City of Key Colony Beach, Florida, Amending Article III, Chapter 101 of the Land Development Regulations Related to Reduction of Setbacks for Residential Pools; specifically amending Sections 101-13 and 101-26 of the Land Development Regulations to Provide for Reduced Setbacks for Pools Within The R-2b Zoning District; Providing for the Repeal of all Ordinances or Parts Thereof Found to be in Conflict; Providing for Severability, Repeal, and Codification in the Code of Ordinances; and Providing for an Effective Date. – Pgs. 72-75*
- c. **SECOND/FINAL Reading of Ordinance No. 2023-486:** An Ordinance of the City of Key Colony Beach, Florida; amending Chapter Fourteen of the Code of Ordinances, Entitled Sewers and Sewage Disposal, Section 14-6 Monthly Rates and Charges, and Providing for Codification; Repealing any Inconsistent Provisions; Providing for Severability; And Providing an Effective Date.*
 - i. Proof of Publication – Pg. 76*
 - ii. Ordinance No. 2023-486 Amendment to Monthly Sewer Rates and Charges- Pgs. 77-79*
- d. **Resolution 2023-14:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Authorizing And Approving A Management Agreement Between The City Of Colony Beach And Pickleball Club, Commencing October 1, 2023, As Attached Hereto As Exhibit "A"; Providing For An Effective Date. - Pgs. 80-86*

12. Commissioner's Reports & Comments

a. Commissioner Harding

i. Wastewater Status Update – Pgs. 87-89

13. Adjournment

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

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

Please click this URL to join. <https://us02web.zoom.us/j/85900711642?pwd=TElFcE9SajhXQWhJMW8wYU5KcERBQT09>

Passcode: 889047

Or One tap mobile:

+13052241968,,85900711642#,,,,*889047# US

+16469313860,,85900711642#,,,,*889047# US

Or join by phone:

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

US: +1 305 224 1968 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782

Webinar ID: 859 0071 1642

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MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, August 17, 2023 – 9:30 am

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

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call: The Key Colony Beach City Commission Regular Meeting and Public Hearing was called to order by Vice-Mayor Ramsay-Vickrey at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Vice-Mayor Ramsay-Vickrey, Commissioner Harding, Commissioner Foster, Commissioner Raspe, Mayor Trefry (via Zoom). **Also present:** City Administrator Dave Turner, Assistant Fire Marshal Mike Card, Building Assistant Karl Bursa, Police Chief Kris DiGiovanni, City Attorney Dirk Smits, City Attorney Roget Bryan, Code Officer Barry Goldman, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Physical Attendance:15

Virtual Attendance: 55

Vice-Mayor Ramsay-Vickrey asked for consensus from the Commission for Mayor Trefry to participate via CMT due to illness. The Commission agreed. Mayor Trefry joined the meeting via CMT.

2. Agenda Additions, Changes & Deletions:

City Administrator Turner asked for the addition of corrected Ordinance No. 2023-486 for a scrivener's error had occurred on the original.

City Administrator Turner further asked for the agenda addition of a discussion on the use of Sunset Park. Vice-Mayor Ramsay-Vickrey added the item under 8d.

City Administrator Turner also asked for the addition of the Nearshore Electric, Inc. Proposal in the amount of \$19,370.00 for emergency work on the Utility Plant. Vice-Mayor Ramsay-Vickrey added the item under 8e.

City Administrator Turner further asked to move agenda item I ahead of Item A for the outgoing Utility Board Chair to address the Commission.

The Commission had no objections and all requested changes were made.

Commissioner Harding asked for the addendum of the Wastewater and Florida League of Cities update. They were no objections.

3. Special Request: None.

4. Citizen Comments and Correspondence: City Clerk Gransee informed on the following citizen correspondence received for the City Commission:

Joanne Stewart, August 14th, gave thoughts on Sunset Park, the City Administrator, and voicing support for the referendum on a new building.

Paul Eville, August 14th, gave thoughts on the closed attorney/client session.

Sue Bartkus, 140 1st Street, August 15th, gave thoughts on a variety of topics.

Jane Byland, August 15th, gave thoughts on the referendum and a re-establishment of peace in the city.

Michelle Smoot, August 15th, gave thoughts on the cost to the taxpayer for a new building.

Vice-Mayor Ramsay-Vickrey asked for citizen comments.

Laurie Swanson, 620 9th Street, spoke on failed communications with the City Commission, the filed referendum, the upcoming closed meeting with City Attorney Smits, and gave thoughts on how to go forward.

Armand Messina, President of the Florida Keys Contractors Association, spoke about concerns by contractors on the lack of accessibility and lack of knowledge in the Building Department. Mr. Messina further spoke on concerns about unlicensed contractors in condominiums.

Vice-Mayor Ramsay-Vickrey asked for Mr. Messina to contact City Administrator Turner for an appointment. City Administrator Turner informed on having already reached out to Mr. Messina and plans for a meeting are being worked on for the following week.

Fred Swanson, 620 9th street, spoke to the City Commission on the proposed ordinance on sea turtle protection and gave suggestions for improvements.

Vice-Mayor Ramsay-Vickrey asked Mr. Swanson to stay for the discussion on the proposed sea turtle ordinance to hear Commissioner comments.

James LaConte, spoke to the City Commission on City Hall and recollected his experience on timeline of events and his impression on collusion.

There were no additional citizen comments from the audience. There were no citizen comments online.

5. Approval of Minutes

a. 07-20-2023 City Commission Regular Meeting & Public Hearing Minutes

Vice-Mayor Ramsay-Vickrey asked for any corrections to the minutes. Commissioner Foster stated to vote yes on the approval of the minutes but asked for a meeting with City Clerk Gransee for comments he would like to see included in the future. City Clerk Gransee agreed and the minutes were approved as written.

6. Committee and Department Reports

a. Recreation Committee –Report by Ted Fischer & Mike Yunker on the Pickleball Expansion

Mike Yunker spoke to the City Commission on assisting the City and the Pickleball Community with the forming of a Pickleball Club. Mike Yunker talked about the Recreation Committee's recommendation to form a pickleball club and the popularity of the sport. Mike Yunker explained the intent of the organization and implementations of a fee structure, bylaws, and structures. Mike Yunker detailed the different structures that are being considered and the recommendation for approval by the Recreation Committee and for the club to be granted authority by the Commission to administer the courts and playtime hours.

Ted Fischer had no additional comments to Mike Yunker's report.

Commissioner Harding asked for clarification to whom the club will report to. Mike Yunker informed the club being a separate entity and to work hand-in-hand with the city and Recreation Committee. Commissioner Harding gave further thoughts on structure and how possible conflicts can be resolved. Mike Yunker explained the importance of a Pickleball Club and how it will assist the Recreation Committee without the constraints of Sunshine Law and meeting procedures.

Ted Fischer added that the focus of the club will be to handle operational aspects and to generate income to help offset costs of maintenance of the courts. Ted Fischer confirmed that agreements between tennis and pickleball are established and that the club will work within those agreements.

Commissioner Harding suggested for a member of the pickleball club structure to be part of the Recreation Committee and not to be independent. Mike Yunker explained the intent of the structure and agreed to the possibility of an incorporation of a liaison between the club and the committee.

Ted Fischer explained the clubs intent to be a stand-alone club comparable to the Fishing and Boating Club and a liaison being a good idea.

Mike Yunker explained his request to look for a vote to form a Pickleball club.

City Attorney Smits explained that the Commission can give a head nod to have the request as an action item at the next City Commission meeting.

Commissioner Foster asked for clarifications on the intent by Mike Yunker and Ted Fischer on approval for the forming of club and a head nod on Option 4 as presented in the agenda packet. Mike Yunker agreed and explained the purpose of intent in the forming of the club. Mayor Trefry asked if a liability insurance will be incorporated. Mike Yunker confirmed that the club will have liability insurance and is currently looking at available options. Ted Fischer informed on the liability coverage for the Community Association and the club to be looking for more continuous coverage.

Vice-Mayor Ramsay-Vickrey asked for City Attorney Smits to elaborate on management, administration, and fee structure management. City Attorney Smits stated his preference on club structure and him being happy to work with the club on structure, limitations, and a fee structure.

Vice-Mayor Ramsay-Vickrey asked for a head nod from the Commission for Mike Yunker and Ted Fischer to work with City Attorney Smits on the establishment of a structure to form a Pickleball Club. The Commission gave their head nod. City Attorney Smits asked for the expenses related to the incorporation to fall to the Club. Mike Yunker confirmed to bring the question back to the committee group and asked if the club can start formulating rules and procedures. City Clerk Gransee asked if the Commission would like to have brought back the topic as an action item at the next Commission meeting. City Attorney Smits and Vice-Mayor Ramsay-Vickrey agreed on the condition that the club will be ready with all requirements.

Vice-Mayor Ramsay-Vickrey asked for the discussion to continue for available options. Mike Yunker summarized the report that was given to the Commission including the recommendation by the Recreation Committee for approval. Mike Yunker recalled the beginning of the discussions in March and his involvement in the planning. Mike Yunker described his research in finding court locations and explained the conclusion on the recommendation for Option No. 4. Mike Yunker explained the move of the existing tennis court to 7th Street will include new facilities, a new Tiki Hut, a drinking fountain, and shrubs. Mike Yunker explained that upon completion, pickleball will expand into the existing tennis court with the layout of four new courts. Mike Yunker further explained that the basketball court will be placed closest to 8th Street which will enable multi-use. Mike Yunker spoke on prior concerns by the tennis community and explained that all concerns have been addressed and satisfied. Mike Yunker stated for Option No. 4 to be the best option for the expansion and for the Recreation Committee to have approved Option No. 4. Ted Fischer had nothing to add.

Vice-Mayor Ramsay-Vickrey asked for Commissioner comments or questions.

Commissioner Foster asked Mike Yunker on his request for a head nod from the Commission to go forward. Mike Yunker confirmed his request for approval to be able to start the next step of fundraising. City Attorney Smits explained for the item to be added as an action item for the next meeting and the purpose of public notice for comments. Commissioner Foster asked for specific direction on how to go forward. City Attorney Smits talked on the purpose of a Resolution to address location and the Recreation Committee entering an agreement for the management of the club. City Attorney Smits agreed that it would be wise to go through Planning & Zoning for submittal of plans but stated that he does not know what stage the club is at. Commissioner Foster suggested for Mike Yunker and Ted Fischer to work with City Administrator Turner to complete all requirements prior to bringing it to the Commission for a vote. Mike Yunker spoke on the current tennis courts needing improvements and monies that have been budgeted. Mike Yunker explained additional upgrades that can still be provided. City Administrator Turner explained the reasons why the resurfacing was held off due to discussions on an expansion and that it can be moved forward with. City Administrator Turner informed that he had suggested to the Recreation Committee to hold a Townhall meeting for public input by residents on 7th and 8th Street, and Shelter Bay Drive. City Administrator Turner stated that he can work through the Planning & Zoning Board to have all questions answered.

City Administrator Turner agreed to have the topic back to the City Commission as soon as the club can have all available information. Mike Yunker confirmed to Commissioner Harding the number of available and proposed courts and remaining available space. Commissioner Harding suggested an alternative option on arranging the basketball and tennis courts by 7th Street. Commissioner Harding continued suggesting a type of sound barrier on 7th Street, ADA compliance for the use of the tennis courts, and an estimate of costs to take forward with a grant. Mike Yunker confirmed to bring back the suggestion to the committee and agreed with Commissioner Harding on the possibility of rearranging the courts. Ted Fischer explained the objective of having left the space open for noise reduction on 8th Street. Commissioner Harding asked to look into different options for noise reduction. City Administrator Turner asked on the Commission's thought on having only a half court for basketball. Commissioner Harding agreed with the City Administrator for this to be an option. Mayor Trefry agreed for this to be a great plan but stated the importance of outreach for residents to provide public input.

Vice-Mayor Ramsay-Vickrey asked for a head nod from the Commission for Mike Yunker and Ted Fischer to take into accounts today's comments and suggestions and work with City Administrator Turner to hold a Townhall meeting to receive public input. Commissioner Foster asked Mike Yunker and Ted Fischer on being satisfied with Option No. 4 or if a revisit is desired. Mike Yunker explained that Commissioner Harding's option could be an addition to Option No. 4. Vice-Mayor Ramsay-Vickrey asked Mike Yunker to go forward with Option No. 4 at the Townhall meeting with an Option No. 4b. expanding on Commissioner Harding's suggestion. Vice-Mayor Ramsay-Vickrey asked for a head nod from the Commission for Mike Yunker and Ted Fischer to continue working with City Administrator Turner on a Townhall meeting to bring back a solid plan. Mike Yunker and Ted Fischer asked for an updated drawing by the landscape design architect. City Administrator Turner spoke on available monies for the architect and that information will be available for residents. Commissioner Harding agreed with City Administrator Turner on the utilization of the monies and the possibility of reimbursement with grant monies. Vice-Mayor Ramsay-Vickrey suggested to work with Commissioner Harding on cost estimates and potential grants. Vice-Mayor Ramsay-Vickrey confirmed the head nod by the Commission to move forward as directed.

b. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card gave the fire report for the past month including information on fire incidences, hazardous conditions, public service calls, and total number of calls for the month and year. Mike Card informed on safety training being held on lithium batteries and the fire dangers involved with them. Commissioner Harding asked for Public Works Department Head Mike Guarino and Police Chief Kris DiGiovanni to be included in the training for classes. Assistant Fire Marshal Card confirmed.

Mike Card continued informing on the Fire Department Benevolent Group including the past BrewBQ event and the upcoming Firefighter Bingo event which proceeds support training, apparatus, Firefighter families support, as well as local families.

Assistant Fire Marshal Card further informed on the ongoing process of hiring a new Fire Chief and hoping to have it completed by the end of fiscal year. Mike Card further informed on four new firefighters having been successfully hired, and explained curriculum and services provided.

The Commission had no questions.

- c. Police Department –** Chief DiGiovanni
- d. Building Department –** Building Official Leggett
- e. Public Works –** Public Works Department Head Guarino
- f. City Clerk –** City Clerk Gransee
- g. Code Enforcement Officer –** Code Officer Goldman
- h. Beautification Committee**
- i. Planning & Zoning Board**
- j. Utility Board**

Vice-Mayor Ramsay-Vickrey asked for Commissioner questions on department head reports.

Commissioner Foster asked Public Works Department Head Mike Guarino for an update on the mangrove trimming. Public Works Department Head Guarino gave positive feedback and added that the prior trimming from the boat caused safety concern. Commissioner Foster further asked about the cost of adding a door to the City Hall

trailer which Public Works Department Head estimated to be under \$400.00. Commissioner Foster also commented on the repair of the injection well covers and expressed satisfaction that the Public Works Department is handling the repairs.

Commissioner Harding complimented staff on completion of the monthly safety reports.

Commissioner Raspe commented staff on the completion and comprehensiveness of department head reports and providing them ahead of time.

Mayor Trefry commended Building Assistant Karl Bursa on his education on flood insurance bills and CRS discounts for residents on the city website.

7. Items for Discussion/Approval

a. Discussion/Approval of the Haack Excavating, Inc., bid for Stormwater Improvements on 9th and 10th Street in the amount of \$1,299,700.00.

Vice-Mayor Ramsay-Vickrey introduced the agenda item and asked City Administrator Turner to continue. City Administrator Turner reported that the Utility Board recommended approval by the City Commission to complete the Stormwater improvements. Vice-Mayor Ramsay-Vickrey asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of the Haack Excavating, Inc., bid for 9th, 10th, and 11th Street Stormwater Injection Wells in the amount of \$597,000.00.

Vice-Mayor Ramsay-Vickrey introduced the agenda item and asked City Administrator Turner to continue. City Administrator Turner explained the scope of work and the contract having been awarded to Haack through the proper bidding process and asked for approval. Vice-Mayor Ramsay-Vickrey asked for a motion.

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

DISCUSSION: Commissioner Foster asked about remainder monies which City Administrator Turner estimated to be about \$400,000.00. City Administrator Turner confirmed Agenda Item a & b to be covered under the grant as well as the use of a Swag grant eligible for use on the injection wells. Commissioner Harding explained the requirement of the monies to be used by December of next year. City Administrator Turner continued talking on the need to address the retention pond and the requirements on working with the South Florida Water Management.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval of the Reynolds Construction of Florida, LLC, bid for a WRF Aerobic Digester Support Platform Column Replacement in the amount of \$113,250.00.

Vice-Mayor Ramsay-Vickrey introduced the agenda item and asked City Administrator Turner to continue. City Administrator Turner explained the project to be on the capital improvement list and the need for replacement. Vice-Mayor Ramsay-Vickrey asked for a motion.

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

DISCUSSION: Commissioner Foster asked on the number of bid responders. City Administrator confirmed two respondents and Reynolds being the most cost efficient as well as having worked previously with them.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Harding spoke on the bidding process and reported that the approved Stormwater project only received one bid, the Injection Wells received two bids with a big difference in estimate. Commissioner Harding explained the bigger projects in the Keys usually receive one to two bids and approvals are within expected costs and estimates.

City Administrator Turner asked Commissioner Foster for help to be a liaison between residents and the city for the approved projects. Commissioner Foster stated to be happy to help.

8. City Administrator Items for Discussion/Approval

a. Update on Janitorial Services by Brightview: City Administrator Turner gave a good report on the janitorial services after initial problems in the beginning. City Administrator Turner explained more available hours for the Public Works Department and the cost being included in the next budget. City Administrator Turner further explained the benefit of service being completed on the weekend when city staff is not available.

b. Budget Update FY2023/2024: City Administrator Turner reported on the proposed budget to the Commission. City Administrator Turner updated on a slight drop in the proposed millage with no cuts to services. City Administrator Turner further informed of ongoing negotiations with Public Safety and having received all data on health benefits. City Administrator Turner spoke on the voting requirements for the approval of millage rates and expressed his preference to work on a lower millage rate. Commissioner Foster asked if it is reasonable to stay at the same millage rate. City Administrator Turner explained to look for taxpayer savings and not to cut services to lower the rate. Conversation followed on the county raising their millage rate and expectations for the city. City Administrator Turner explained that grants have helped with the budget. City Administrator Turner further stated to hope negotiations to have completed by September 7th.

c. Guidance on Implementation of Assessing Fines for Failure to Comply with Sewer Pipe Testing and Inspections per Sec. 14-5 Code of Ordinances: City Administrator Turner spoke to the Commission on the agenda item and asked for guidance on how to proceed with non-compliance of about 200 properties. City Administrator Turner confirmed the properties in question not having pulled a permit nor are they on a waiting list. Commissioner Harding suggested sending a reminder to be put on a waiting list within 30 days and a reasonable amount of time to pull a permit for repairs.

City Administrator Turner agreed to proceed with a letter from the Code Officer and to provide an update with the next staff report. City Attorney Smits confirmed the legality of providing a list of names of companies to complete the work. Commissioner Harding stated support for providing a list of names which City Administrator confirmed to be included. Commissioner Raspe asked for confirmation of reports received prior to sending the letter.

d. Limitation of use of Sunset Park (Agenda addition): City Administrator Turner spoke to the Commission on requests for use of Sunset Park for large events including the use of alcohol and need for police coverage. City Administrator Turner explained that no rules are in place and explained his concerns. City Administrator Turner asked for input from the Commission and how to move forward. Vice-Mayor Ramsay-Vickrey asked the Commission for preference on comments now or at a later point. Mayor Trefry gave concerns on larger groups including parking, noise, damage to the grass, and irrigation. Commissioner Foster spoke on his attendance of events at Sunset Park and asked City Administrator Turner for the reason behind asking for guidance. City Administrator Turner confirmed on having received a larger request from a for-profit company and having no structure for rules. Commissioner Foster asked on previous size of events and complaints received. City Administrator Turner explained the need for structure and the different options to consider including fee structure, limitations by size, and alcohol use. Commissioner Foster asked for recommendations from the City Administrator. Commissioner Harding suggested to ask for feedback from the Police and Public Works Department and to give

limitations to size, a fee structure depending on size, approval of alcohol use by the City Commission, and having a tiered fee structure.

Commissioner Raspe agreed with Mayor Trefry and stated no support for larger groups and gave concerns on alcohol use and parking.

Mayor Trefry spoke on the change on what days weddings are being held and the need for coordination with City Hall on when Park events are being held.

Commissioner Raspe spoke on concerns of being a competitor with local restaurants and residents ability to use the park during the winter season. Vice-Mayor Ramsay-Vickrey asked City Administrator Turner to take all comments into consideration and to bring back a report to the Commission for consideration. Commissioner Foster observed that the comments should be useful to the City Administrator and asked about permit requirements for alcohol use. Commissioner Harding stated his observations on the use of Sunset Park and the benefit to the city's restaurants and suggested a time limit for events. City Administrator Turner agreed to bring back four options for the next meeting to form a Resolution for the use of Sunset park.

e. Discussion/Approval of Nearshore Electric, Inc. Proposal for VFD Replacements in the amount of \$19,370.00 (Agenda addition): City Administrator Turner spoke on the agenda addition and explained the need of the replacement of the VFD (Variable Frequency Drive) due to being outdated and failing. City Administrator Turner stated this to be an emergency repair and asked for approval for repairs and backup replacement parts. Vice-Mayor Ramsay-Vickrey asked for a motion.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Administrator Turner asked for the agenda addition of a provisional appointment due to the resignation of Toni Appell from the Utility Board. City Administrator Turner reported having talked to the Utility Board members individually and having received support for the appointment of Ed Carey. City Administrator Turner asked for a head nod or vote depending on the decision of Mr. Carey's Condominium Board. City Attorney Smits explained the need for the item to be on the agenda for public notice and explained that the item can be added to the agenda for cause. Vice-Mayor Ramsay-Vickrey asked for a head nod to add the item to the agenda for cause. City Administrator Turner asked for the item to be added to the Special Meeting agenda on September 7th. City Clerk Gransee informed on the meeting requirements for special meetings and it was agreed to have the item in a separate special meeting on the same day. Vice-Mayor Ramsay-Vickrey asked for guidance from City Attorney Smits. City Attorney Smits gave support for a special meeting on September 7th. After discussion, City Clerk Gransee confirmed to send out an invitation to the residents to apply for open seats and to schedule the meeting for September 7th.

9. Secretary-Treasurer's Report

a. July 2023 Financial Summary: Commissioner Harding gave the July 2023 Financial Report in his position as Secretary-Treasurer. Commissioner Harding reported on income and expenses for the month, including cash and restricted accounts, and infrastructure. Commissioner Harding stated continued expectations on a positive rollover to the next budget year and gave overall data on the current budget. Commissioner Harding continued reporting on Wastewater and predicted a negative income for the current budget year. Commissioner Harding stated no concern with Stormwater and continued reimbursements on stormwater projects and remainder monies available to use by the end of next year.

b. Updated City Hall Financing Plan: Commissioner Harding gave a minor update on the City Hall financial proposal including the update on an asbestos invoice, a small change to the loan amount, and a lower anticipated bill for architectural support services.

c. Approval of Warrant 0723 in the amount of \$406,647.54: Commissioner Harding deferred to Vice-Mayor Ramsay-Vickrey to ask for a motion for approval. Vice-Mayor Ramsay-Vickrey asked for a motion.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Vice-Mayor Ramsay-Vickrey called for a 5-minute break at 11:20 am.

The meeting resumed at 11:25 am.

City Administrator Turner followed up on Commissioner Harding's report on Stormwater and reported on current cleaning on stormwater pipes being done. City Administrator Turner further reported an increase in bank rates to 4% in returns. Commissioner Foster asked for clarification on the asbestos removal in the old City Hall building which City Administrator Turner confirmed to be just a small area.

10. City Attorney's Report

a. Introduction to an Ordinance on Sea Turtle Protection for the City of Key Colony Beach

City Attorney Bryan introduced the agenda item and explained the draft Ordinance following standard rules and regulations, state statutes, proposed standards, and it having been adapted to fit the city's needs. City Attorney Bryan informed on a first reading for the Ordinance in September and being available for questions. City Attorney Bryan spoke about specific State requirements for beach cleaning during turtle season and parking lot lighting requirements. City Attorney Bryan asked for questions and comments.

Commissioner Raspe asked for City Attorney Bryan to be the contact person on the topic which was confirmed. Commissioner Foster asked about training on beach cleaning, certification requirements, and approval for seaweed disposal, and questions on removal. City Attorney Bryan explained that many standards are already adopted in State law or rule and suggested for current methods to match what is legally allowed. City Attorney Bryan gave further input on different approaches to find solutions to these questions. Vice-Mayor Ramsay-Vickrey asked for an updated ordinance to be brought back for action next month.

b. Update on the Hiring of an Independent Investigative Attorney regarding Allegations of Fraud: City Attorney Smits updated on the current standing and explained the requirements of confidentiality until the conclusion of the investigation. There were no questions from the Commission.

c. Review of USPS contract: City Attorney Smits approved of the USPS contract as valid and binding. The Commission had no questions.

d. Personnel Policy Update: City Attorney Smits spoke on the agenda item and informed that the City Administrator has no objections to adding the requested language to the Personnel Policy Manual. The Commission had no questions.

e. Notice of Special Meeting for a Closed Special Attorney/Client Session on August 18th, 2023, at 9:30 am Regarding LAURIE SWANSON VS. KEY COLONY BEACH – CASE NO. 23-CA-000205-M: City Attorney Smits explained the purpose of the closed meeting and informed of the time, expected duration, the attendance of a court reporter, and expected attendees. City Attorney Smits further informed that the court reporter will provide the transcript to the City Clerk under seal, until the conclusion of the pending litigation. City Attorney Smits explained this meeting to fall under attorney-client privileged which can be waived if so required. Vice-Mayor Ramsay-Vickrey and Commissioner Raspe did not waive their privilege. Commissioner Foster asked for the benefit of waiving the privilege. City Attorney Smits explained the purpose further and Commissioner Foster stated not to

waive privilege. Mayor Trefry did not waive privilege. City Attorney Smits explained that no vote was necessary. City Attorney Smits confirmed that Commissioner Raspe's absence for the closed session will not affect his voting ability. City Attorney Smits continued explaining purpose and gave information on the case number, public notice, procedure, and Florida Statutes. City Clerk Gransee informed that Mayor Trefry will be attending via phone conference. The Commission had no questions.

11. Ordinances & Resolutions

a. Resolution No. 2023-09: A Resolution of the City of Key Colony Beach, Florida, imposing the annual Stormwater Utility Special Assessment for Fiscal Year commencing October 1, 2023; approving the Assessment Roll, providing for collection of the Assessments; and providing for an effective date.

Vice-Mayor Ramsay-Vickrey provided the reading of Resolution No. 2023-09 and asked for a motion to approve.

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

DISCUSSION: City Administrator Turner explained no change in rates and the funds providing monies for the storm drain cleanings and pump out truck. Commissioner Harding complimented City Administrator Turner on the receipt of stormwater funds through grants. Commissioner Harding estimated a substantial increase in fees without the available grants.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

Vice-Mayor Ramsay-Vickrey provided the first reading of Ordinance No. 2023-486 and asked for a motion.

MOTION: Motion made by Commissioner Harding to approve with edits made by City Administrator Turner with a change of the monthly charge to \$66.67. Commissioner Raspe seconded the motion.

DISCUSSION: Commissioner Harding informed this to be 11% increase on sewer bills for residential and commercial accounts to help with additional income. City Administrator Turner believed the last increase to have occurred in 2013 and possible future grants will help the fees stay the same.

ON THE MOTION: Rollcall vote. Unanimous approval.

12. Commissioner's Reports & Comments

a. Commissioner Harding

i. Wastewater Status Update: Commissioner Harding gave the update on the Wastewater sampling which was included in the addendum to the agenda. Commissioner Harding reported the change to weekly updates as well as the postings to the website including CDC data, Florida Department of Health data, and specific city data. Commissioner Harding continued providing data from his report including hospitalization, death rates, and reported cases. Commissioner Harding reported a significant increase for the city during lobster season and a reduction after. Commissioner Harding further reported no reported cases for Monkey Pox. Commissioner Harding informed of funding provided through the middle of September with an expected delay of shipments. The Commission had no questions.

ii. Dry Floodproofing Project Update: Commissioner Harding informed on FEMA having awarded notification of the requested dry floodproofing of the city maintenance building. Commissioner Harding informed on the details of Phase 1 which include engineering, preparation and design. Commissioner Harding reported approval of \$8,100.00 with the city being committed to \$900.00 for the 2024 fiscal year. Commissioner Harding continued reporting for Phase 2 to include the execution of installation of the panels. Commissioner

Harding spoke on the application and approval process having taking almost two years and gave further details on the timeline of the process and FEMA requirements. Commissioner Harding explained the purpose of the dry proofing to be for the protection of city vehicles and equipment during a storm. Commissioner Harding stated the next step in the process to be the legal approval of the contract and signature by the Mayor. The Commission had no questions.

iii. FLC Conference Feedback: Commissioner Harding reported on the conference including attending sessions on crisis communications, ethics, and expected new EPA regulations in the year 2025 on water chemicals which will affect stormwater. Commissioner Harding further reported the airport fire department to be affected by the expected change and ongoing litigation. The Commission had no questions.

b. Commissioner Foster

i. Update on Police Vehicles Maintenance Status and next Purchase Date: Commissioner Foster asked Chief DiGiovanni on his plans how to replace the failing police vehicles, and on the process and contract with the county on future maintenance. In addition, Commissioner Foster asked on a maintenance plan for the gel coat on the Police boat. Commissioner Foster continued saying that he would like to have a maintenance plan for the vehicles and the boat and asked on the projections for replacement. Police Chief DiGiovanni informed of using the county's maintenance fleet since the year 2021 and problems are being addressed and informed off. Chief DiGiovanni informed that the noises in the transmission have been deemed safe and do not represent a safety issue. Chief DiGiovanni further informed of upcoming maintenance visits in the coming week. Commissioner Foster suggested for Police Officers to pop the hood on the vehicle to help dissipate the heat on the transmission and to not park on the grass to prevent fire hazard. Commissioner Foster stated to look forward to hearing the results from the maintenance visit and suggested for Chief DiGiovanni to work with City Administrator Turner on the budget.

City Administrator Turner informed Commissioner Foster that fleet management is being provided through the County and their point system is being used to determine needs for replacement and repair. City Administrator Turner further informed of estimated needs for the replacement of Police vehicles in 2026 and Public works vehicles in 2024. City Administrator additionally informed on plans for replacement unless unforeseen circumstances occur.

Commissioner Raspe had no report.

Mayor Trefry reminded of the Disaster Preparedness Sales Holiday from August 26th through September 6th and asked for staff to post information on the city's website and Facebook.

Vice-Mayor Ramsay-Vickrey reported on attending National Night Out and thanked Police Chief DiGiovanni and Police Corporal Jamie Buxton for a wonderful event. Vice-Mayor Ramsay-Vickrey further reported on attending the national Marine Sanctuary Advisory Council Meeting and informed on the main concerns of water temperatures and coral bleaching.

Additionally, Vice-Mayor Ramsay-Vickrey asked for two items to bring to attention and asked for a head-nod consensus to place on the next agenda for discussion and approval.

Vice-Mayor Ramsay-Vickrey asked to direct legal to provide a cost estimate at the first budget hearing on updating the city's code of ordinances and a charter review. Vice-Mayor Ramsay-Vickrey explained the need to address the issue because of the code being outdated after having been established in 1958. Vice-Mayor Ramsay-Vickrey informed of Municode's recommendation on a legal review every 10 years which has never been done. Vice-Mayor Ramsay-Vickrey asked for a head-nod from the Commission.

Commissioner Harding commented on the increase in legal fees in the last two years and proposed a review over the next two to three years to help with significant costs and time issues. Commissioner Harding expressed

concerns for challenges in the budget with the doubling of legal fees. City Attorney Smits suggested the possibility of a third party vendor. City Attorney Bryan agreed on the need for a review and suggested options on how to approach the tasks. Commissioner Harding agreed with a phased approach and the importance of work on active litigation. City Attorney Smits agreed to give quotes on different approaches.

Vice-Mayor Ramsay-Vickrey continued addressing a need for review of the City Administrator's salary. Vice-Mayor Ramsay-Vickrey informed that at the past City Administrator performance review, no review or discussion to place, as per requirements in his contract. Vice-Mayor Ramsay-Vickrey asked for a head-nod from the Commission to place the item on the agenda at the September 7th Budget hearing and for Commissioner Harding to provide a review of salaries compared to other staff and other local City Administrators. The Commission gave a head-nod to add the item to the agenda.

13. Adjournment: The meeting adjourned at 12:16 pm.

Respectfully submitted,

Silvia Gransee

City Clerk

MINUTES
CITY OF KEY COLONY BEACH
SPECIAL MEETING

Friday, August 18, 2023 - 9:30 am

Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach

- A. Call to Order, Pledge of Allegiance, Prayer, Rollcall:** The Special meeting of the City of Key Colony Beach was called to order by Vice-Mayor Ramsay-Vickrey at 9:30 am in the morning followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Vice-Mayor Ramsay-Vickrey, Commissioner Harding, Commissioner Foster, Mayor Trefry (via phone conference). **Absent:** Commissioner Raspe. **Also present:** City Administrator Turner, City Attorney Dirk Smits, City Clerk Silvia Gransee.
- B. Announcement of Commencement of Closed Attorney/Client Session, estimated time of session, and names of attendees; per FS 286.011 (8):** City Attorney Smits announced the closed session to discuss litigations between Laurie Swanson and the City of Key Colony Beach (Case Number: 23-CA-205-M). City Attorney Smits explained the nature of the meeting and corresponding Florida Statutes. City Attorney Smits further announced the attendees for the to be Mayor Trefry, Vice-Mayor Ramsay-Vickrey, Commissioner Harding, Commissioner Foster, City Administrator Turner, and City Attorney Smits.
- C. Re-opening of Special Meeting and Termination of Closed Session:** The meeting re-opened at 10:32 am.
- D. Adjournment:** The meeting adjourned at 10:33 am.

Respectfully submitted,
Silvia Gransee
City Clerk

(286.011 (8)(e)) The transcript shall be made part of the public record upon conclusion of the litigation.)

Sunset Park Options for Commissioner Review

Option 1:

\$200 for 1 hour of Sunset Park usage ending before sunset (as Sunset Park closes at Sunset), park usage will only be authorized for wedding vows and photos (no reception, no food, no alcohol). Maximum attendance is 20 people.

Option 2:

\$500 + \$200 cleanup fees for 4 hours of Sunset Park usage ending before sunset, park usage can include reception with appetizers. Alcohol may only be served with prior approval from the City Commission, and will require an off-duty police officer to be hired at a rate of \$60/hour. Tables and chairs may be brought in, but tents can only be on the sand area above the waterline. Maximum attendance is 50 people (25 cars).

[Note: ADA requirements mandate 1 Handicap Parking Space for every 25 non-Handicap Parking Spaces. Sunset Park currently has parking spaces for 25 cars, estimating 2 people per car, limits the occupancy to 50 people.]

General Rules:

- No rentals of Sunset Park will be permitted on "Concert Sundays," and renters cannot stop regular use of Sunset Park by visitors.
- Sunset Park bathrooms may be used by Guests, but will require an additional \$250 cleanup fee.
- Water under the tiki at Sunset Park will be turned off prior to events.
- Park Rental Fees will be waived if either the bride or the groom is a Property Owner in the City of Key Colony Beach.

Staff is concerned about noise from projected recorded music or live bands interrupting the quality of life for all neighbors of Sunset Park.

MINUTES

Recreation Committee

Monday, August 14th, 2023 – 9:30 am

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

1. CALL TO ORDER and ROLL CALL: The meeting was called to order by Building Administrative Assistant Brandi Yellin followed by Rollcall. **Present:** Chair Ted Fischer, Vice-Chair Barbara Tatarchuk, Cindy Catto, Richard Pflueger. **Absent:** Tom Alferes. **Also present:** City Administrator Dave Turner, Building Administrative Assistant Brandi Yellin, Administrative Assistant Tammie Anderson.

2. AGENDA ADDITIONS, CHANGES, OR DELETIONS: There were none.

3. INTRODUCTION of GUESTS: Chair Fischer introduced Mike Yunker, Diane Slusher, and Monika Green to the Committee.

4. MINUTES: Chair Fischer asked for any corrections to the minutes. There were none.

MOTION: Motion made by Cindy Catto to accept the minutes from the Regular Recreation Committee Meeting from April 27, 2023, as written. Richard Pflueger seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

5. CITIZEN COMMENTS & CORRESPONDENCE: None.

6. CHAIR UPDATE: Chair Fischer had no update to give.

7. Budget Update: City Administrator Turner informed for the proposed budget to go before the City Commission in August with First and Second Budget Hearings in September. City Administrator Turner stated there were no changes to last year's budget.

8. BOARD MEMBER ITEMS FOR DISCUSSION/APPROVAL

a. Update on Fencing Contract – status of placing drainpipe on top of new fencing: Chair Fischer informed that the fencing contract was completed and asked City Administrator Turner for a drainpipe update. City Administrator Turner informed that the work was completed. Chair Fischer further reported having received positive feedback on the courts and called the project a great success. The Committee had no additional comments.

b. Creation of a KCB Pickleball: Chair Fischer introduced Diane Slusher and Monika Green and informed that their presentation was included in the agenda packet. Diane Slusher introduced herself to the Committee and spoke of having played Pickleball with her husband for about three years in Key Colony Beach and having become involved with many other members of the community.

Monica Green introduced herself to the Committee and spoke of herself and her husband having become more involved with pickleball and wanting to share best practices in other communities. The Committee confirmed having received the presentation from City Clerk Gransee.

Diane Slusher spoke of pickleball being the fastest sport in America and the courts in the city being overwhelmed. Diane Slusher continued by thanking the Committee for implementing experimental measures to manage the courts, which set in motion the forming of a committee. Diane Slusher stated to expect larger crowds in the following year and the courts being used even in the Summer. Diane Slusher further informed of expectations of continuance of growth and maintenance issue. Diane Slusher spoke of other clubs successes with the administration of courts and implementation of fundraising drives to help with maintenance, enhancements, or expansions. Diane Slusher stated to want to offer the service to the city with the formation of a club and informed of possible events and measures for the facility.

Monica Green spoke on the proposed organizational structure, drafted bylaws, communications and meetings on a weekly basis, and being prepared for a formal structure. Monica Green continued speaking on the anticipated structure for the club and expectations of initial number of members. Monica Green stated to be prepared for the next steps and spoke about the goal to ask for the endorsement and recommendation from the committee. Monica Green continued speaking on expectations of the club and being cognizant of all levels, ages, and locals, as well as visitors to the community.

Monica Green asked for questions from the Committee.

Barbara Tatarchuk asked on expectations for increased traffic in the community. Diane Slusher explained some parking issues by the facilities and commented that locals typically ride their bicycles. Diane Slusher explained that rentals combined with pickleball/tennis days to impact the parking the most. Diane Slusher informed for Mike Yunker to talk about solutions on the topic. Monica Green added the proposal of different time schedules for locals and visitors and the expected positive impact on parking. Cindy Catto asked for liability insurance for the club as a non-for profit company. Monica Green stated to have made some inquiries but have not put anything in place yet. Monica Green informed of waiting to hear on the outcome from today's and the City Commission's meeting and making sure that any of the city's criteria will be included. Cindy Catto asked on anticipated fee structures for the club. Monica Green spoke on a possible tiered structure with reasonable pricing. Diane Slusher informed that membership will be voluntary and not required to play pickleball. Diane Slusher informed for most of the day the park to be free and open to the public.

Chair Fischer asked for clarification on the term local homeowners. Diane Slusher confirmed the inclusion of residents of the City of Marathon to have access to the courts and club.

Barbara Tatarchuk asked about knowledge of the City of Marathon providing pickleball courts for the area. Diane Slusher confirmed for the City of Marathon having discussions on establishing pickleball courts. Ted Fischer reported on an article in the local newspaper informing of an outline of the City of Marathon's plan which includes permanent courts. Diane Slusher informed of Key Largo having completed a new pickleball facility, Big Pine having approved an expansion, and Key West expanding as well.

City Administrator Turner asked about the club being a stand-alone company comparable to the Key Colony Beach Community Association or the Key Colony Beach Fishing Club. Diane Slusher stated to have explored the possibility of a sub-committee but decided after due diligence to organize as a stand alone club.

Richard Pflueger spoke in support and asked to make a motion.

MOTION: Motion made by Richard Pflueger to recommend that the City Commission continues negotiating with the Pickleball Club to let the club manage the courts.

DISCUSSION: Chair Fischer asked for clarification that the club manages the periods the club wishes to and not necessarily full-time. Richard Pflueger agreed that details have to be worked out which is

for the city to do, but his recommendation is for the City Commission to continue negotiations with the club to manage the courts.

MOTION: Cindy Catto seconded the motion.

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Committee confirmed a quorum. Chair Fischer thanked Diane Slusher and Monica Green for the presentation.

Cindy Catto asked if Diane Slusher was in attendance at the first Vermont pickleball tournament which Diane Slusher confirmed. Diane Slusher confirmed that she had attended the tournament and having received a gold medal for mixed doubles with her husband.

Diane Slusher thanked the Committee for the vote of confidence and stated appreciation for the endorsement.

c. Landscape Architect study results/Pickleball Court Expansion presented by Mike Yunker: Mike Yunker spoke to the Committee and informed on his background and experience as Mayor in Ohio and experience with pickleball. Mike Yunker said to understand the issues associated with the expansion of pickleball. Mr. Yunker continued talking about the health benefits of the sport, and his assigned task on finding location options in the City of Key Colony Beach. Mike Yunker gave highlights of his submitted report, including the March 16th Commission meeting, and the allowance of \$15,000.00 for funding to look at the expansion of pickleball and tennis courts. Mike Yunker informed about the different scenarios and highlighted some of the objections that were found. Mike Yunker spoke on the objection to pickleball on 7th Street including the possibility of noise and the separation of the fields. Mike Yunker spoke on the difficulties managing split pickleball locations and the elimination of that idea. Mike Yunker further talked on the expansion to the golf course and negative objections that were received for choosing that location. Mike Yunker informed on considerations for the wastewater treatment plant, the boat trailer parking area, additional space on the golf course, and gave reasons why these options were discarded. Mike Yunker further informed of the idea of moving the tennis courts to 7th Street to be considered the best option. Mike Yunker spoke on previous questions by Barbara Tatarchuk and concerns that were raised. Mike Yunker informed that all previously raised concerns were addressed including drainage, ADA compliance, drinking fountains, fencing, and seating, including shade provided by a tiki hut. Mike Yunker informed of the proposed tennis courts being completely new with no noise distraction from the pickleball fields and plenty of available parking. Mike Yunker further informed of the city applying for a \$50,000.00 grant and the club having a commitment from a pickleball player to provide \$100,000.00 in donations. Mike Yunker informed of the grant approval process being completed by July of 2024 and informed that the tennis complex will be build first followed by the expansion of the pickleball courts. Mike Yunker continued explaining the proposed expansion and the expectations of the sport to grow. City Administrator Turner informed of 14 additional parking spaces planned in front of the city garage and the option of additional parking behind the building. Mike Yunker spoke on the importance of the safety net to protect against stray golf balls. Mike Yunker informed of option 4 to be the best option and could not find any negative impact to tennis other than move to a different location. Mike Yunker asked for questions and comments and requested for the committee to approve and recommended option 4. Mike Yunker stated this to go hand in hand with the club being the administrators and helping facilitate with the expansion of option No. 4. Mike Yunker further spoke on the ability for transportation and education of residents. Mike Yunker spoke on the difficulty of a busy season for

2023/2024 but stated hope to see a completion of the courts by the end of 2024. Mike Yunker continued stating that this expansion should satisfy expansion needs for an indefinite amount of time. Mike Yunker asked for questions.

Cindy Catto asked for confirmation for a fence on 8th Street by the basketball field and the plan of placement of shrubbery for residents on 7th Streets.

Barbara Tatarchuk asked on the option by the bocce area. Mike Yunker confirmed the lack of room due to drainage and golf course use interference, as well as the bathrooms and pathways not providing room for additional courts. Barbara Tatarchuk voiced concern about the neighbors and placing six additional courts on 8th Street and if neighbors have been talked too. Mike Yunker informed of having talked to one neighbor and talked on the anticipated use and noise reduction options. Mike Yunker continued talking on the layout of the courts and the clubs ability to find additional noise reduction. Barbara Tatarchuk disagreed with no additional noise and reiterated the question of having talked to neighbors. Mike Yunker confirmed of having talked to one neighbor and having answered all important questions.

City Administrator Turner asked to see a Townhall meeting, to provide a drawing of the proposed option, and provide it to the Commission after for questions.

Cindy Catto corrected her comment on 7th Street to have meant to be 8th Street. Mike Yunker confirmed for some shrubbery already being in place with the possibility of adding more. Cindy Catto explained that the addition of shrubbery on the golf course greatly helped with the noise reduction. Mike Yunker agreed and informed of considerations of additional shrubbery to the parking.

Barbara Tatarchuk also confirmed some shrubbery being already in place.

Mike Yunker confirmed no changes to fences to Ted Fischer.

Barbara Tatarchuk asked on the impact of the city encouraging more people to visit and having concerns of an influx of people.

Mike Yunker stated for option 4 to come hand in hand with the club administering it and catering it to city residents and property owners, as well as Marathon residents and property owners. Mike Yunker explained that the club will have control who comes in, which will prevent the influx of people. Mike Yunker explained that pickleball courts are coming to other municipalities and the city following local needs, which can be controlled through the club.

Diane Slusher commented on the location of the new permanent courts and a number of available noise reduction options. Diane Slusher further commented on additional courts being added in other cities and the primary object for the forming of the club to be the ability for locals to access the city's own facility. Diane Slusher stated that the club will be able to manage the volume and explained that many visitors already come to the city for the use of the courts.

Ted Fischer asked for further comments and questions.

Ted Fischer asked Tom Alferes for an opinion on option 4 to go forward with the caveat of having a townhall meeting first. Tom Alferes stated support. Ted Fischer asked for a motion for approval of Option 4 pending the results of a Townhall meeting.

MOTION: Cindy Catto made the motion. Ted Fischer asked for a second. Tom Alferes seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Ted Fischer – Yes. Barbara Tatarchuk – Yes with the caveat of having a Townhall meeting and it is approved by them. Cindy Catto – Yes. Richard Pflueger – Yes. Tom Alferes – Yes.

Cindy Catto spoke on the caveat in the motion on the Townhall meeting and stated belief for it to be the City Commission's caveat. City Administrator Turner clarified the request on having input from

the neighbors through a Townhall meeting, in addition to the recommendation from the Recreation Committee, to be able to give to the City Commission for a direction to go by.

Ted Fischer clarified the wording to be for the neighbors to provide input and for the City Commission to make the decision. Ted Fischer stated for the committee to make a recommendation to move forward and for the city to hold a Townhall meeting as part of that process. Barbara Tatarчук stated to wanting to make sure that the procedure was in place before her agreement to recommend.

Ted Fischer asked for a re-statement of the motion.

City Administrator Turner explained the Committee's responsibility to make a recommendation on what option to chose and it to be the City Administrator's responsibility to bring the data from the residents and the Committee to the Commission. Barbara Tatarчук agreed.

Ted Fischer thanked Mike Yunker and spoke on the upcoming challenge of fundraising. Cindy Catto asked about the hiring of the landscape architect and if a report was filed. City Administrator explained that a civil engineer surveyor was hired to survey the designated park area to find a location which let to the recommendation of the fourth option. City Administrator Turner continued explaining the next steps of a rendered drawing, residents input, Commission approval, and fundraising, design and build. City Administrator Turner confirmed no architectural drawings were done yet and plans will have to go out for bid.

c. Discussion of 2024 Florida Recreational Development Assistance Program (FRDAP) grant application in the amount of \$50,000 for improvements to the 7th St. Park: City Administrator Turner spoke on the agenda item and informed of the prior FRDAP grant having provided funds for the 7th Street playground and the current redevelopment of the 1st Street playground. City Administrator Turner further informed of being able to submit the necessary information for the grant application for the court expansion and working with the city's CPA on how the before mentioned donation can be accepted. City Administrator Turner informed that the final approval has to come from the Governor in July 2024.

The Committee had no additional questions.

d. West Tennis Court resurfacing: City Administrator Turner spoke on the agenda item and informed of having put the resurfacing on hold for uncertainties of the benefit of spending the monies at this time. The Committee had no questions or comments.

City Administrator Turner informed on continuing to hold off on the resurfacing the court and the spending of the \$10,000.00 until a clear direction is reached. City Administrator Turner stated for the court to still be usable but in need of an upgrade. Chair Fischer asked on the timeframe to hold a townhall meeting. City Administrator Turner informed of trying for a townhall meeting in September but due to budget meetings it might go into the beginning of October with a Commission meeting in October. Barbara Tatarчук stated agreement with the October timeline to have more people available to comment. Barabara Tatarчук further asked for a guarantee for no work to be done on the courts until the tennis courts are completed. Mike Yunker confirmed that no work or expansion would be done.

A brief internet interruption occurred.

Chair Fischer repeated his understanding of nothing happening to the old tennis courts until the new tennis courts were ready.

Chair Fischer restated the question on the tennis courts. Mike Yunker confirmed that the expansion into the existing courts is not planned until the completion of the new tennis courts.

Chair Fischer stated that the Committee should know by October on how to go forward and supported waiting on the resurfacing until October. Vice-Chair Tatarchuk spoke on the length of time it took for the scheduling of the resurfacing and supported to go forward with the resurfacing, for changes for a pickleball court would only be the repainting of the lines. Ted Fischer gave support for the idea and said to like more information on cost. Mike Yunker informed to work with City Administrator Turner to take a look for the additional costs.

e. **Bocce/Horseshoes/Shuffleboard:** No report.

f. **Golf:** Cindy Catto informed of players reporting hot weather.

9. Next Meeting: Ted Fischer suggested for the next Committee meeting to be in October after the Commission meeting.

Cindy Catto asked for confirmation on Chair Fischer's resignation by the end of September. Ted Fischer confirmed his resignation. Cindy Catto suggested a meeting in September to elect a new chair. City Administrator Turner suggested for the re-organization and election of chairs to be the first item on the next agenda. Chair Fischer asked on the process of acquiring more committee members. Cindy Catto informed of still being an alternate. City Administrator Turner informed on staff sending out an email blast notifying the public that the committee is looking for more members and to recommend to the City Commission to promote the current alternates to regular committee members. Discussion followed on how many positions are available on the committee. City Administrator Turner confirmed to send out an advertisement for alternates.

The Committee thanked Ted Fischer for his service. A brief discussion followed on prior committee members.

10. ADJOURNMENT: The meeting was adjourned at 10:58 am. Ted Fischer thanked the Committee.

Respectfully submitted,
Silvia Gransee
City Clerk

Articles of Club/Association
of
Key Colony Beach Pickleball Club of Key Colony Beach, Florida

The undersigned, a majority of who are citizens of the United States, desiring to form a Uniform Unincorporated Nonprofit Club/Association under the laws of Florida, do hereby certify:

FIRST: The name of the Club/Association shall be Key Colony Beach Pickleball Club (KCBPC) of Key Colony Beach, Florida.

SECOND: The place where the principal office of the Club/Association is to be located is ~~(need local address)~~ 600 West Ocean Drive, Key Colony Beach, FL 33051.

THIRD: The Club/Association is formed and shall be operated exclusively to advance and promote the game of Pickleball. The Club/Association is made up of pickleball players of all skill and competition levels. Members and guests play for fun, ~~fellowship~~ fellowship, and a great game. The foregoing is exemplary of the activities of the Club/~~Association, but~~ Association but shall not be taken to preclude other activities which may advance the purpose of the Club/Association. In no case shall the purpose of the Club/Association or its activities encompass any purpose or activity not permitted to exempt associations under Section 501 (c) (7) of the Internal Revenue Code of 1986 (the "Code") or the corresponding provision of any future United States Internal Revenue Law.

FOURTH: The Club/Association is organized exclusively for the benefit of the members of the Club/Association, including current members so long as they remain members of the Club/Association, and any future members.

FIFTH: No part of the net earnings of the Club/Association shall inure to the benefit of, or be distributable to, its members, Officers, or other private persons, except that the Club/Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes as described in this Article. No substantial part of the activities of the ~~Club/Association~~ shall be the carrying on of propaganda, or otherwise attempting to influence public legislation, and the Club/Association shall not participate in, or intervene in (including the public distribution of statements), any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Club/Association shall not carry on activities not permitted to be carried on by a Club/Association exempt from Federal income tax under Section 501 (c) (7).

SIXTH: The Club/Association shall have an annual meeting for the purpose of electing the ~~Officers~~ Board of Directors and other such matters as provided by the Bylaws. Each regular member shall have the right to vote for each ~~Offficer's~~ Board of Director's position. ~~Offficers~~ Directors shall manage the business and affairs of the Club/Association. The ~~Offficers~~ Directors may exercise all such authority and powers of

the Club/Association and do all such lawful acts and things as are authorized by statute, the ~~Bylaws~~Bylaws, and these Articles. The ~~Officers~~ Directors may delegate, as appropriate, certain matters of the Club/Association's affairs and business to others consistent within the Bylaws.

SEVENTH: Membership in the Club/Association shall be determined in accordance with the provisions set forth in the Bylaws. The Board of Directors has the authority to limit membership. but shall be limited to 350 members. A new member may be added or a current member may be removed only by an affirmative vote of simple majority of the Directors Officers. May need amended?

EIGHTH: In the event of dissolution of the Club/Association, the ~~Officers~~ Directors shall, after paying or making provision for the payment of all liabilities of the Club/Association, dispose of all the assets of the Club/Association exclusively for purposes within the meaning of Section 501 (c) (7) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

NINTH: Representatives at meetings of the Club/Association are expressly authorized and empowered, in the manner provided in the Bylaws of the Association, to make, alter, ~~amend~~amend, and repeal the Bylaws of the Club/Association in any respect not inconsistent with the laws of the State of Florida or with these Articles of Association.

TENTH: The Club/Association reserves the right to amend, alter, ~~change~~change, or repeal any provision contained in these Articles of Club/Association in the manner now or hereinafter prescribed by law, except that the right shall not be exercised in a manner that would produce any inconsistency with the Third, Fourth, Fifth or Eighth Articles of the Articles of Club/Association. We, the undersigned, ~~Officers~~ Board of Directors of the Club/Association, do make this certificate, hereby declaring and certifying that the facts stated are true, and accordingly have hereunto set our hands this _____ day of _____, 2023:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Board Member: _____

By-Laws of the Key Colony Beach Pickleball Club

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 NAME: The name of this organization shall be the Key Colony Beach Pickleball Club (hereafter referred to as "KCBPC").
- 1.2 DEFINITIONS: These By-Laws shall govern the operation of the "KCBPC".
- 1.3 The KCBPC shall serve as a stand-alone club administered by the KCBPC Board of Directors, who are elected by its members.

ARTICLE 2 - PURPOSE & OBJECTIVE OF KEY COLONY BEACH PICKLEBALL CLUB

- 2.1 To promote the game of Pickleball, and to provide for organization of Pickleball activities in Key Colony Beach, FL (hereafter referred to as "KCB") for both residents and visitors.
- 2.2 To assist all interested players in the promotion and instruction of the game of Pickleball.
- 2.3 To function as a liaison between KCBPC members and Key Colony Beach Recreation Committee Member(s) in a mutually beneficial way.
- 2.4 To generate revenue to support needed additions and improvements, and maintenance to the pickleball courts and support continued improvements to the amenities.

ARTICLE 3 - MEMBERSHIP & VOTING RIGHTS

- 3.1 **REGULAR MEMBERSHIP:**
Regular Membership in the KCB Pickleball Club shall only be available to Key Colony Beach and Marathon residents and / or property owners. Regular Membership to the KCBPC will require a membership fee which is allocated to fulfill the purpose & objective of the KCBPC. Members agree to sign a waiver at the time of initial entry into the club and as a condition of membership agree to sign any future updates to waiver requirements.
- 3.2 **VOTING:** (a) Each Regular Member of the KCBPC shall be entitled to one (1) vote, (b) issues brought to a vote at membership meetings shall be decided by a majority vote of those who submit in-person or verified email ballots, (c) any member who is delinquent in paying any indebtedness to the KCBPC shall not be entitled to

vote at any meeting until all such sums are paid in full. The Treasurer or such person charged with the responsibility of collecting the Association's accounts shall, at the commencement of any meeting, certify to the person conducting the meeting which members are not current of all dues and are not eligible to vote.

3.3 LIMITED MEMBERSHIP:

Limited Membership in the KCB Pickleball Club shall be available to all non-residents and non-property owners of Key Colony Beach or Marathon. Limited Members shall not have voting privileges or be able to serve on the Board of Directors. Limited Membership to the KCBPC will require a membership fee which is allocated to fulfill the purpose & objective of the KCBPC.

3.4 VISITOR MEMBERSHIP:

The Board of Directors shall have the authority to establish a membership pass to allow the attendance of short-term players and set an appropriate rate to cover transient players for a period of time from one (1) day up to a maximum of thirty (30) days. Issuance of short-term visitor passes is at the discretion of the board and is not guaranteed.

ARTICLE 4 - FINANCES

4.1 DUES: Membership dues shall be established from time to time by the Board of Directors, are due annually prior to October 1st and are payable at the time of initial membership application.

4.2 VISITORS: Visitor Membership rates shall be established from time to time by the Board of Directors, are due prior to gaining access to Club hours.

4.3 OTHER REVENUE: Revenue from sources other than Dues and Fees may be raised periodically as determined and approved by the Board of Directors, in pursuit of the stated objectives of the KCBPC.

4.4 DEPOSITORIES: The funds of the club shall be deposited in such depository financial institutions as may be determined and approved by the KCBPC Board of Directors. Funds shall be withdrawn only upon drafts signed by such officer(s) as may be designated by the Board.

4.5 FISCAL YEAR: The fiscal year of the club shall follow the KCB fiscal year: October 1 to September 30

4.6 AUDIT: An audit of the financial records of the KCBPC may be conducted as directed by the KCBPC Board of Directors, or by petition of at least 20% of current Regular Members.

4.7 BUDGET: An annual budget will be created and approved by the Board of Directors prior to the start of each fiscal year.

- 4.7 OTHER: This Club shall not be operated for monetary gain or profit. No part of the assets of the Club and no part of its net earnings shall inure to the benefit of any individual member.

ARTICLE 5- MEETINGS

- 5.1 PLACE: All meetings of the membership shall be held at a place and time as designated by the Board of Directors and stated in the notice of the meeting.
- 5.2 NOTICES: (a) Annual meeting. It shall be the duty of the Secretary to notify each regular member of the annual meeting ten (10) days prior to the meeting in an email including the meeting notice to all KCBPC regular members.
- (b) Board of Directors Meetings & Special Meetings: Board meetings shall be open to all regular members. Notice will be sent via email at least forty-eight (48) hours in advance of a meeting, except in an emergency, in an email to each regular member from the Secretary. The Board of Directors may hold special meetings that are not open to all members.
- 5.3 ANNUAL MEMBERSHIP MEETING: Regular Members shall meet at least once each fiscal year, and this meeting shall be the annual meeting. This annual meeting shall be held during the peak pickleball season, January through April, at such time and location as shall be selected by the Board of Directors. At the annual meeting, the regular members shall elect the Directors by a plurality vote and shall transact other business as may be properly brought before the meeting.
- 5.4 ORDER OF BUSINESS: The order of business at annual meetings, and as far as practical at other meetings, shall be:
- (a) Call to order by Chairperson.
 - (b) Certifying the roll.
 - (c) Approval of any unapproved minutes.
 - (d) Report of officers.
 - (e) Report of committees.
 - (f) Appointment of Inspectors of election.
 - (g) Election of Directors.
 - (h) Unfinished business.
 - (i) New Business.
 - (j) Adjournment.
- 5.5 MINUTES OF MEETINGS: Minutes of all meetings of regular members and of the Board of Directors shall be taken by the Secretary or designee and kept in a business-like manner and shall be available for inspection by regular members.
- 5.6 QUORUM: A quorum for a membership meeting shall consist of 15 members. For the Annual or general meetings, officers are considered members and shall be included in the 15-member requirement.

ARTICLE- 6- DIRECTORS

6.1 BOARD MEMBERSHIP: The affairs of the club shall be managed by a Board of five (5) Directors. All Directors shall be regular members and shall be residents or property owners in Key Colony Beach. No Director shall continue to serve on the Board after he or she ceases to be a resident and/or property owner of Key Colony Beach or is delinquent in paying any dues. No Director shall serve on the Board of the KCB Recreation Committee while serving on the KCBPC Board.

6.2 ELECTION OF DIRECTORS: Election of Directors shall be conducted in the following manner:

(a) The initial five (5) Board of Directors shall be:

Mike Yunker - Chairperson

Diane Slusher - Vice-Chairperson

Dania Fernandez - Secretary

Monica Greene - Treasurer

Dave Nussdorfer - Board Member

These five board members shall serve in their capacity until election at the annual meeting in 2025 when the Chairperson, Treasurer, and Board Member positions shall be up for election. At the annual meeting in 2026 the Vice-Chairperson and Secretary shall be up for election. Elections thereafter shall follow 6.2 (c)

(b) Election of Directors shall be held at the annual meeting.

(c) A nominating committee of three (3) members, two (2) members from the Board (one (1) being selected by the Chairperson of the Board to be chairperson), and these two shall select one (1) additional member not from the board. The committee shall nominate members to hold office for a two (2) year term. The terms of office shall be staggered so that two (2) or three (3) offices of Directors shall be vacant each year. The Nominating Committee shall make and publish, by email to the Members, its nominations at least thirty days (30 days) prior to the election. Any eligible regular member desiring to be a candidate may qualify as such by submitting to the Nominating Committee, by an established date which shall be not less than 30 days prior to the election, a Notice of Intent to Run. No nominations will be taken from the floor on the day of election.

(d) The election will be by ballot, submitted in person or via (USPS)mail, and received by the Secretary at least one day prior to the Annual Meeting. Each

person voting is entitled to cast their votes for each of as many nominees as there are vacancies to be filled. Elected Board Members will be determined by a plurality of the votes cast.

- (e) At any time after a majority of the Board is elected at a duly convened or regular or special meeting of the regular membership at which a quorum is present, any one or more of the Directors may be removed from office with or without cause by affirmative vote of voting members casting not less than two-thirds (2/3) of the total votes present at such meeting. The Board may then appoint a successor to fill any vacancy created.
- (f) If the office of any Director becomes vacant for any reason other than the end of term, a majority of the remaining Directors, even though less than a quorum, shall choose a successor who shall hold office for the balance of the unexpired term of the Director he or she replaces.
- (g) Any Director may resign at any time by sending a written notice of such resignation to the office, or any director of the club.

6.3 **TERMS OF DIRECTORS:** The terms of the Board of Directors shall be a period of two (2) years. Directors shall remain in office until the close of the Annual Meeting.

6.4 **ORGANIZATIONAL MEETING:** The organizational meeting of the Board of Directors shall be held immediately after the annual meeting, and no further notice of the organizational meeting shall be necessary.

6.5 **REGULAR MEETINGS:** Regular meetings of the Board of Directors may be held at such time and place as shall be determined by the Chairperson or a majority of the Directors. Regular meetings of the Board of Directors shall be open to all regular members and notice of such meetings shall be sent via email to KCBPC regular members, at least forty-eight (48) hours before such meeting, except in an emergency.

6.6 **SPECIAL MEETINGS:** Special meetings of the Board of Directors may be called by any two (2) members of the board or the Chairperson. Notice of the meeting, which shall state the time, place, and purpose of the meeting, and shall be transmitted to all members and the Board not less than forty- eight (48) hours prior to the meeting, except in an emergency. Special meetings may be open or closed to members, at the direction of a majority of the Board.

6.7 **MEETINGS ONLINE OR BY TELEPHONE:** Members of the Board or any committee designated by the Board may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. It is the discretion of the board if any or all regular members are permitted to participate by electronic means.

- 6.8 QUORUM: A quorum at a Directors' meeting shall consist of a majority of the entire Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting until a quorum is present.
- 6.9 CHAIRPERSON OF THE BOARD: The presiding officer of the Board shall be the Chairperson, or in the absence of this Chairperson, the Vice-Chairperson shall preside.
- 6.10 ORDER OF BUSINESS: The order of business at the Directors' meetings shall be:
- (a) Roll Call
 - (b) Approval of minutes of the last meeting.
 - (c) Consideration of communications.
 - (d) Resignations and elections.
 - (e) Reports of officers.
 - (f) Financial report
 - (g) Reports of committees.
 - (h) Unfinished business.
 - (i) New business.
 - (j) Adjournment.
- 6.11 MINUTES OF MEETINGS: The minutes of all meetings of the Board of Directors shall be taken by the Secretary or designee and kept electronically and shall be available to all regular members. Minutes of the meetings shall be retained for a period of not less than seven (7) years.
- 6.12 COMPENSATION: Directors shall not be entitled to any compensation for their services.

ARTICLE 7 - POWERS AND DUTIES OF DIRECTORS

- 7.1 POWERS & DUTIES: The Board of Directors shall have the power and duties necessary for the administration of the affairs of the club including but not limited to setting of the membership fee structure and authorizing the expending of any and all funds.
- 7.2 AUTHORITY: The Board of Directors shall have the exclusive authority to control and administrate the play of pickleball on public pickleball courts within the city of Key Colony Beach including, but not limited to, any rotational play necessary for the efficiency of play on any courts with the most active play times during the highest seasons of play. Additionally, the Board of Directors shall have the authority to adopt, establish, create, and amend rules and regulations for the administration, management, operation, and use of all public pickleball courts within Key Colony Beach.

- 7.3 COMMITTEES: The Chairperson, with the advice and counsel of the Board, will have the power to appoint committees when deemed necessary to pursue the stated objectives of the club.

ARTICLE 8 - OFFICERS

- 8.1 QUALIFICATION: All officers shall be elected by majority vote of the Board of Directors at its organizational meeting immediately following the annual meeting of the regular membership. All officers must be members of the Board of Directors.
- 8.2 CHAIRPERSON: The Chairperson shall preside over all meetings of the membership. The Chairperson shall have general supervision over the affairs of the club and other officers, including authorizing the expenditure of funds he or she considers necessary prior to the next board meeting, and adjusting any and all play on the courts of pickleball until the next scheduled Board of Director's meeting. The Chairperson shall sign all written contracts and perform all duties incident to his or her office and such duties as may be delegated to him or her by the Board of Directors.
- 8.3 VICE-CHAIRPERSON: The Vice-Chairperson shall perform such duties as may be required of him or her by the Board of Directors and, in the absence of the Chairperson, those duties incidental to the office of the Chairperson.
- 8.4 SECRETARY: The Secretary shall issue notices of meetings, shall attend, and keep minutes of all meetings, and shall have charge of all the books and records of the club, except those kept by the Treasurer. In the absence of the Secretary, the Chairperson shall have the authority to appoint an acting Secretary.
- 8.5 TREASURER: The Treasurer shall supervise the custody of the club funds, keeping full and accurate accounts of the club's receipts and disbursements, and depositing of monies to the credit of the club in such depositories as may be designated by the Board. He or she shall collect and account for all funds for the club and the membership. In the absence of the Treasurer, the Chairperson shall function as Treasurer. The treasurer will be responsible for presenting the annual budget for approval and preparing all necessary financial reports.
- 8.6 TERM OF OFFICERS: The term of office for each officer shall be one (1) year.
- 8.7 RESIGNATION: Any officer may resign his or her post at any time by written resignation delivered to the Secretary. Such resignation shall take effect immediately, unless a later date is specified therein.

8.8 RECREATION COMMITTEE LIAISON: The KCBPC shall accept a liaison appointed by the Recreation Committee to serve as a communication conduit between the Recreation Committee and the KCBPC.

8.9 COMBINED OFFICES: Any two officer positions may be held by any one member of the Board of Directors, except that the Chairperson and the Secretary cannot be held by the same Board Member.

ARTICLE 9 - PARLIAMENTARY RULES

9.1 Roberts Rules of Order (latest edition) shall govern the conduct of the club meetings when not in conflict with the by-laws of the club.

ARTICLE 10 – INDEMNITY / HOLD HARMLESS

10.1 INDEMNIFICATION: To the fullest extent permitted by law, the Club and its members shall indemnify its "agents," as described by law, including its Officers, employees and volunteers, and including persons formerly occupying any such position, and their heirs, executors and administrators, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," and including any action by or in the right of the Club, by reason of the fact that the person is or was a person as described in the Non-Profit Club Act. Such right of indemnification shall not be deemed exclusive of any other right to which such persons may be entitled apart from this Article.

To the fullest extent permitted by law, and, except as otherwise determined by the Officers in a specific instance, expenses incurred by a person seeking indemnification in defending any "proceeding" shall be advanced by the Club of an undertaking by or on behalf of that person to repay such amount unless it is ultimately determined that the person is entitled to be indemnified by the Club for those expenses.

The Club shall have the power to purchase and maintain insurance on behalf of any agent of the Club, to the fullest extent permitted by law, against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, or to give other indemnification to the extent permitted by law.

10.2 INSURANCE: The KCBPC shall carry liability insurance, and any other insurance it deems necessary to cover the club, its Board of Directors, and the members.

ARTICLE 11 - AMENDMENTS

Except as otherwise provided elsewhere, these by-laws may be amended in the following manner:

11.1 NOTICE: During the initial term of the Board of Directors at the inception of the KCBPC the Initial Directors shall have the right to propose and amend these bylaws by a majority vote of the Board of Directors. The notice on the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

11.2 PROPOSAL: The resolution for the adoption of any future proposed amendment may be proposed either by a majority of the Directors or by not less than one-third (1/3) of the members, following the same notice and proposal procedure. A proposed amendment during the initial term at the inception of the KCBPC shall be approved if it receives the affirmative vote of a majority of the Board of Directors.

11.3 ADOPTION: After the initial two-year term, the provisions herein apply, and amendments shall be approved by the affirmative vote of a majority of the voting members of the Club casting votes.

ARTICLE 12 – DISSOLUTION

12.1 DISSOLUTION: In the event of dissolution of the Club/Association, the Officers shall, after paying or making provision for the payment of all liabilities of the Club/Association, dispose of all the assets of the Club/Association exclusively for purposes within the meaning of Section 501 (c) (7) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

ARTICLE 13 - ADOPTION

13.1 All articles and covenants herein shall remain in full force and effect, unless otherwise amended.

Passed and adopted by the Key Colony Beach Pickleball Club Board of Directors on: September ____, 2023.

By: Mike Yunker, Chairperson _____

Attested: Dania Fernandez, Secretary _____

2023 / 2024 BUDGET
October 1 - September 30

INCOME	2023-2024 Budget
Regular Membership Fees (60x\$80)	\$ 4,800.00
Limited Membership Fees (50x\$150)	\$ 7,500.00
Visitor Membership Fees (50x\$10)	\$ 500.00
Misc Income	\$ 2,000.00
Fundraiser	\$ 4,000.00
Misc Donations	\$ 2,000.00
Interest Income	
TOTAL INCOME	\$ 20,800.00
ADMINISTRATION & MANAGEMENT COSTS	
USAPA Dues	\$ 2,000.00
Fees and Subscriptions	\$ 300.00
Post office box	\$ 192.00
Office supplies - Mailings	\$ 200.00
Tax Filings and Related Expense	\$ 200.00
MAINTENANCE	
Court Maintenance	\$ 4,000.00
Facility equipment	\$ 2,000.00
Repairs and Improvements	\$ 5,000.00
INSURANCE	
Directors and Officers	\$ 1,000.00
Liability	\$ 1,200.00
OTHER EXPENSES	
Misc. & Contingencies	\$ 2,000.00
SUBTOTAL EXPENSES	\$ 18,092.00
INCOME OVER (-UNDER) EXPENSES	\$ 2,708.00

**Application for Recognition of Exemption
Under Section 501(a) or Section 521
of the Internal Revenue Code**

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form1024 for instructions and the latest information.

Note: If exempt status is approved, this application will be open for public inspection.

Use the "?" buttons throughout this form for help in completing this application. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 877-829-5500.

If you cannot complete required responses within the textbox limits throughout this form, upload your additional narratives with the other required documents.

Part I Identification of Applicant

1 Full Name of Organization (exactly as it appears in your organizing document)

Key Colony Beach Pickleball Club

2 Care of Name (if applicable)

3 Mailing Address (number, street and room/suite)

P.O. Box #####

4 City

Key Colony Beach

5 Country

United States

6 State

FL

7 Zip Code + 4

33051

8 Foreign Province (or State)

9 Foreign Postal Code

10 Employer Identification Number

TBD

11 Month Tax Year Ends

09

12 Person to Contact if More Information is Needed (officer, director, trustee, or authorized representative)

Monica A. Greene, Treasurer

13 Contact Telephone Number

(802) 752-6817

14 Fax Number (optional)

15 User Fee Submitted

\$

16 Organization's Website (if available):

17 List the names, titles, and mailing addresses of your officers, directors, and/or trustees.

First Name: Michael	Last Name: Yunker	Title: Chairperson
Mailing Address:		City: KeyColony Beach
State (or Province): FL	Zip Code (or Foreign Postal Code): 33051	
First Name: Diane	Last Name: Slusher	Title: Vice Chairperson
Mailing Address:		City: Key Colony Beach
State (or Province): FL	Zip Code (or Foreign Postal Code): 33051	
First Name: Dania	Last Name: Fernandez	Title: Secretary
Mailing Address: 13500 SW 88 St, Suite 265		City: Miami
State (or Province): FL	Zip Code (or Foreign Postal Code): 33186	
First Name: Monica	Last Name: Greene	Title: Treasurer
Mailing Address: 5500 US Route 2		City: North Hero
State (or Province): VT	Zip Code (or Foreign Postal Code): 05474	
First Name: Dave	Last Name: Nussdorfer	Title: Director At Large
Mailing Address:		City: Key Colony Beach
State (or Province): FL	Zip Code (or Foreign Postal Code): 33051	

Check here to add more officers, directors, and/or trustees.

Part II Organizational Structure

1 You must be a corporation, limited liability company (LLC), unincorporated association, or trust to be tax exempt.

Select your type of organization.

Corporation

At the end of this form, you must upload a copy of your articles of incorporation (and any amendments) that shows proof of filing with the appropriate state agency.

Limited Liability Company (LLC)

At the end of this form, you must upload a copy of your articles of organization (and any amendments) that shows proof of filing with the appropriate state agency. Also, if you adopted an operating agreement, upload a copy, along with any amendments.

Unincorporated Association

At the end of this form, you must upload a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

Trust

At the end of this form, you must upload a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.

2 Enter the date you formed. (MM/DD/YYYY)

10/01/2023

3 Select your state (or U.S. territory) of incorporation or other formation. If you were formed under the laws of a foreign country, select Foreign Country.

Florida

4 Have you adopted bylaws? If "Yes," at the end of this form, upload a current copy showing the date of adoption. If "No," explain how you select your officers, directors, or trustees.

Yes No

Empty text box for providing details on bylaws adoption.

Part II **Organizational Structure** (continued)

5 Check the appropriate box below to indicate the section under which you are applying:

- Section 501(c)(2)—Title holding corporations (Schedule A)
- Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule B)
- Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C)
- Section 501(c)(7)—Social clubs (Schedule D)
- Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits to members (Schedule E)
- Section 501(c)(9)—Voluntary employees' beneficiary associations (Schedule F)
- Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident, or other benefits (Schedule E)
- Section 501(c)(11)—Teachers' Retirement Fund Associations
- Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G)
- Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H)
- Section 501(c)(14)—Credit Unions (Schedule I)
- Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (See Instructions for Part III)
- Section 501(c)(16)—Corporations organized to finance crop operations
- Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Schedule J)
- Section 501(c)(18)—Employee funded pension trusts (created before June 25, 1959)
- Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K)
- Section 501(c)(21)—Black Lung Benefit Trusts
- Section 501(c)(22)—Withdrawal Liability Payment Funds
- Section 501(c)(23)—Veterans' organizations (created before 1880)
- Section 501(c)(25)—Title holding corporations or trusts with multiple parents (Schedule A)
- Section 501(c)(26)—State-Sponsored High-Risk Health Coverage Organizations
- Section 501(c)(27)—State-Sponsored Worker's Compensation Reinsurance Organizations
- Section 501(c)(28)—National Railroad Retirement Investment Trust
- Section 501(c)(29)—Qualified Nonprofit Health Insurance Issuers (See Instructions for Part III)
- Section 501(d)—Religious and apostolic organizations (Schedule L)
- Section 521—Farmers' Cooperative Associations (Schedule M)

Part III Your Activities

- 1 Describe completely and in detail your past, present, and planned activities. Do not refer to or repeat the purposes in your organizing document or speculate about potential future programs. Your narrative description of activities should be thorough and accurate because we determine whether you qualify for exempt status based on the information in your application.

For each past, present, or planned activity, include information that answers the following questions:

- What is the activity?
- Who conducts the activity?
- Where is the activity conducted?
- What percentage of your total time is allocated to the activity?
- How is the activity funded (for example, donations, fees, etc.) and what percentage of your overall expenses is allocated to this activity?
- How does the activity further your exempt purposes?

Start Up Organization - located in Key Colony Beach, FL

The community has been experiencing a large and growing number of pickleball players attempting to use a limited number of public courts causing long waits, frustration and more work for the City. Our Club is being created to assist with the administration and scheduling of courts to all community members and allowing open playtime for visitors. In addition, we will advocate and assist in advancing the game of pickleball by promoting instruction and functioning as a liaison between the club members and the City Recreation Committee. We plan to generate revenue with member dues and through various fundraising activities. Proceeds will cover organizational costs as well as funds that can be support needed additions and improvements, maintenance and amenities.

Part III Your Activities (continued)

2 Enter the 3-character NTEE Code that best describes your activities.

298, 317

Or check here if you want the IRS to select the NTEE Code that best describes your activities.

3 Do you or will you spend any money or time attempting to influence the selection, nomination, election, or appointment of any person to any federal, state, or local public office or to an office in a political organization? If "Yes," explain in detail and list the amounts of money and time you spent or plan to spend in each case.

Yes No

[Empty text box for question 3]

4 Are you a successor to another organization? Answer "Yes" if you have taken or will take over the activities of another organization, you took over 25% or more of the fair market value of the net assets of another organization, or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," explain. If "No," continue to Line 5.

Yes No

[Empty text box for question 4]

4a Are you a successor to a for-profit organization?

Yes No

4b List the name, last address, and EIN of your predecessor organization and describe its activities.

[Empty text box for question 4b]

4c List the owners, partners, principal stockholders, officers, and governing board members of your predecessor organization. Include their names, addresses, and share/interest in the predecessor organization (if for-profit).

[Empty text box for question 4c]

Part III **Your Activities** (continued)

4d Explain your relationship with your predecessor organization and why you took over its activities or assets or converted from for-profit to nonprofit status.

4e Do you or will you maintain a working relationship with any of the persons listed in Line 4c or with any for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the relationship. Yes No

4f Were any assets transferred, whether by gift or sale, from the predecessor organization to you? If "Yes," provide a list of assets, indicate the value of each asset, explain how the value was determined, and if an appraisal was obtained, at the end of this form upload a copy. For each asset listed, also explain if the transfer was by gift, sale, or combination thereof and describe any restrictions that were placed on the use or sale of the assets. Yes No

4g Were any debts or liabilities transferred from the predecessor organization to you? If "Yes," provide a list of the debts or liabilities that were transferred to you, indicating the amount of each, how the amount was determined, and the name of the person to whom the debt or liability is owed. Yes No

Part III **Your Activities** (continued)

4h Will you lease or rent any property or equipment to or from the predecessor organization or any persons listed in Line 4c or a for-profit organization in which these persons own more than a 35% interest? If "Yes," describe the arrangement(s) including how the lease or rental value was determined. Yes No

5 Do you have members? If "Yes," state your membership requirements, your classes of membership, the number of members in each class, and the voting rights or privileges associated with each class. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Yes No

Regular Membership: City residents or property owners from Key Colony Beach and Marathon, FL - receives voting rights to the club. (Membership fee required)

Limited Membership: Available to non-residents and non-property owners (regular or long-term renters) - does not receive voting rights. - (Membership fee required)

Visitor Membership: Short-term renters or visitors - does not receive voting rights. (Membership fee required)

6 Do you or will you make any distributions of property or surplus funds to shareholders or members? If "Yes," explain. Yes No

7 Have you or will you issue capital stock? If "Yes," state the class or classes of stock, number and par value of the shares, consideration for which stock was issued, and if any dividends have been or will be paid. Yes No

Part III Your Activities (continued)

8 Explain how your assets will be distributed upon dissolution.

After paying or making provision for the payment of all liabilities of the Club, disposition of all assets will be conducted within the guidelines of Section 501 (c)(7) of the Code, or corresponding provision of any future US Internal Revenue Code law.

9 Do you or will you have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions, or annuities)? If "Yes," describe the arrangement, including the terms and conditions of eligibility for membership and benefits. Yes No

10 Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," name each foreign organization, the country and region within each country in which each foreign organization operates, any relationship you have with each foreign organization, and whether the foreign organization accepts contributions earmarked for a specific country or organization (if so, specify which countries or organizations). If "No," continue to Line 11. Yes No

10a Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. Yes No

Part III Your Activities (continued)

10b Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including periodic reporting requirements, auditing grantees, site visits by your employees or compliance checks by impartial experts, etc., to verify that grant funds are being used appropriately. Yes No

10c Do you share board members or other key personnel with the recipient organizations? If "Yes," identify the relationships. Yes No

10d When you make grants, loans, or other distributions to foreign organizations, will you check the Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-exempt activities. Yes No

10e Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? Yes No

10f Will you acquire from OFAC the appropriate license and registration where necessary? Yes No

11 Do you or will you operate in a foreign country or countries? If "Yes," name each foreign country and region within each country in which you do or will operate and describe your operations in each one. If "No," continue to Part IV. Yes No

Part III Your Activities (continued)

11a When you conduct activities in foreign countries, will you check the Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-exempt activities. Yes No

11b Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? Yes No

11c Will you acquire from OFAC the appropriate license and registration where necessary? Yes No

Part IV Compensation and Other Financial Arrangements

1 Do you or will you compensate your officers, directors, trustees, employees, members, or independent contractors? If "No," continue to Line 2. Yes No

1a Do or will the individuals that approve compensation arrangements follow a conflict of interest policy? If "No," describe how you set compensation that is reasonable. Yes No

1b Do you or will you compensate any of your officers, directors, trustees, employees, members, or independent contractors through nonfixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all nonfixed compensation agreements. Yes No

Part IV Compensation and Other Financial Arrangements (continued)

- 2** Do you or will you purchase or sell any goods, services, or assets from or to: (i) any of your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; (v) your highest compensated independent contractors; or (vi) any member of your organization? If "Yes," describe any such transactions that you made or intend to make, with whom you make or will make such transactions, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value.
- Yes No

- 3** Do you or will you have any leases, contracts, loans, or other agreements with: (i) your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; (v) your highest compensated independent contractors; or (vi) any member of your organization? If "Yes," describe any written or oral arrangements that you made or intend to make, with whom you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value.
- Yes No

- 4** Do you or will you be paid for services you perform? If "Yes," describe these services, the income and expenses related to the services, and how they further your exempt purposes.
- Yes No

- 5** Do you or will you participate in any joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners? If "Yes," for each joint venture, state your ownership percentage and your investment in each joint venture, describe the tax status of all other participants, describe the activities of each and how you exercise control over those activities, and describe how each joint venture furthers your exempt purposes.
- Yes No

Part V Financial Data			
A. Statement of Revenues and Expenses			
Type of revenue	Current tax year	2 prior or succeeding tax years	
	From: ___/___/___ To: ___/___/___	From: ___/___/___ To: ___/___/___	From: ___/___/___ To: ___/___/___
1 Gifts, grants, and contributions received	\$ 8,000		
2 Membership fees received	\$12,800		
3 Gross investment income			
4 Net unrelated business income			
5 Taxes levied for your benefit			
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)			
7 Any revenue not otherwise classified (provide an itemized list below)			
8 Total of lines 1 through 7	\$0. 20,800	\$0.	\$0.
9 Gross receipts from any activity that is related to your exempt purpose (provide an itemized list below)			
10 Total of lines 8 and 9	\$0. 20,800	\$0.	\$0.
11 Net gain or loss on sale of capital assets (provide an itemized list below)			
12 Total Revenue	\$0. 20,800	\$0.	\$0.
Type of expense	Current tax year	2 prior or succeeding tax years	
13 Fundraising expenses	3000		
14 Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below)			
15 Disbursements to or for the benefit of members (provide an itemized list below)	2000		
16 Compensation of officers, directors, and trustees			
17 Other salaries and wages			
18 Interest expense			
19 Occupancy (rent, utilities, etc.)			
20 Depreciation and depletion			
21 Professional fees	200		
22 Any expense not otherwise classified, such as program services (provide an itemized list below)	13,892		
23 Total Expenses	\$0. 19092	\$0.	\$0.

24 Itemized financial data

15) Dues to US Pickleball Association for Membership
 22) Fees & Subscriptions: \$300, POBox \$ 192, OfficeSupplies / Postage \$ 200
 Court Maintenance \$ 4,000 Facility Equipment \$ 2,000, R&M \$5,000
 Insurance - D&O, Liability \$ 2,200

Part V **Financial Data** (continued)

B. Balance Sheet (for your most recently completed tax year)		Year End:
Assets		
1 Cash		
2 Accounts receivable, net		
3 Inventories		
4 Bonds and notes receivable (provide an itemized list below)		
5 Corporate stocks (provide an itemized list below)		
6 Loans receivable (provide an itemized list below)		
7 Other investments (provide an itemized list below)		
8 Depreciable assets (provide an itemized list below)		
9 Land		
10 Other assets (provide an itemized list below)		
11 Total Assets		\$0.
Liabilities		
12 Accounts payable		
13 Contributions, gifts, grants, etc. payable		
14 Mortgages and notes payable (provide an itemized list below)		
15 Other liabilities (provide an itemized list below)		
16 Total Liabilities		\$0.
Fund Balances or Net Assets		
17 Total fund balances or net assets		
18 Total Liabilities and Fund Balances or Net Assets		\$0.

19 Itemized financial data

Part VI Reinstatement After Automatic Revocation

1 Are you applying for reinstatement of exemption after being automatically revoked for failure to file required returns or notices for three consecutive years? If "No," continue to Part VII. Yes No

1a Revenue Procedure 2014-11, 2014-1 C.B. 411, provides procedures for reinstating your tax-exempt status. Select the section of Revenue Procedure 2014-11 under which you want us to consider your reinstatement request.

- Section 4. You are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future.
- Section 5. You are seeking retroactive reinstatement under section 5 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 5, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in at least one of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices.
- Section 6. You are seeking retroactive reinstatement under section 6 of Revenue Procedure 2014-11. By selecting this line, you attest that you meet the specified requirements of section 6, that you have filed required annual returns, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. Describe how you exercised ordinary business care and prudence in determining and attempting to comply with your filing requirements in each of the three years of revocation and the steps you have taken or will take to avoid or mitigate future failures to file timely returns or notices.
- Section 7. You are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filing this application.

Part VII Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

- 1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? Yes No

If "Yes," are you claiming you are excused from filing because you are:

- An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418
- Other (describe)

Part VIII Signature

- I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

(Type name of signer)

(Type title or authority of signer)

09/07/2023

(Date)

Upload checklist:

- Organizing document (and any amendments)
- Bylaws, if adopted
- Form 2848, Power of Attorney and Declaration of Representative (if applicable)
- Form 8821, Tax Information Authorization (if applicable)
- Supplemental responses (if applicable)
- Expedited handling request (if applicable)

Schedule D Organizations described in section 501(c)(7)—Social clubs

1 Do you have regular meetings, gatherings, or facilities where commingling of your members takes place? If "No," explain. Yes No

[Empty text box for question 1]

2 Do you or will you conduct activities such as take-out food sales, liquor sales, operation of a gas station, parking garage, barber shop, etc.? If "Yes," describe these activities and indicate the percentage of your time and resources devoted to them. Yes No

[Empty text box for question 2]

3 Do you or will you enter into any contracts or agreements for the management or operation of your property and/or activities, such as restaurants, pro shops, lodges? If "Yes," describe any written or oral arrangements that you made or intend to make, with whom you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value. Yes No

[Empty text box for question 3]

4 Do you or will you receive income from non-members? If "Yes," explain. Yes No

[Empty text box for question 4]

Schedule D Organizations described in section 501(c)(7)—Social clubs (continued)

5 Are non-members, other than guests of members, permitted or will they be permitted to use the club facilities or participate in or attend any functions or activities you conduct? If "Yes," describe the functions or activities in which there has been or will be non-member participation or admittance. Yes No

6 What percent of gross receipts do you or will you receive from non-members for the use of club facilities and/or attendance at club events?

7 What percent of gross receipts do you or will you receive from investment income?

8 Does your charter, bylaws, other governing instrument, or any written policy statement contain any provision that provides for discrimination against any person on the basis of race, color, or religion? Yes No

9 Do you restrict your membership to members of a particular religion? If "Yes," explain. Yes No

9a Are you an auxiliary of a section 501(c)(8) fraternal beneficiary society? If "Yes," list their name, address, and EIN. Yes No

9b Do you, in good faith, limit membership to the members of a particular religion in order to further the teachings or principles of that religion and not to exclude individuals of a particular race or color? Yes No

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____ 2023, by and between the **CITY OF KEY COLONY BEACH, FLORIDA**, a municipal corporation under the laws of the State of Florida, whose mailing address is P.O. Box 510141, Key Colony Beach, FL 33051-0141 (hereinafter "City"), and **PICKLEBALL CLUB**, a 501(C) non-profit Florida Corporation, whose mailing address is PO Box _____, Key Colony Beach, FL 33051 ("Club").

RECITALS:

WHEREAS, the City owns the Key Colony Beach Municipal Pickleball Courts generally located near the City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida, (the "Premises"); and

WHEREAS, the Club desires to manage the Premises on behalf of the City for pickleball play and programing; and

WHEREAS, the City desires to engage the Club to utilize and manage the Premises on behalf of the City to provide pickleball play and programming for the City's residents; and

WHEREAS, the City finds that entering into the Agreement with the Club under the terms and conditions set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

SECTION 1. Grant of Nonexclusive, Limited Agreement. The City hereby grants to the Club a nonexclusive, limited management and access to the Premises for pickleball play and programming. This includes use of the restroom facilities. The Club shall provide its own certified referees and other pickleball programming officials for all times Club is utilizing the Premises as may be required by applicable law or regulation and provide any and all first aid supplies required in conjunction with Club's use. Club's use of the Premises shall be as follows:

Monday through Friday: 7:00 a.m. to 12:00 p.m.
Saturday: 7:00 a.m. to 12:00 p.m.
Sunday: 7:00 a.m. to 12:00 p.m.

The Premises are provided to Club in "as is" condition, and no warranties are made regarding the suitability of the Premises for pickleball play and programming.

The Club shall abide by all policies, procedures, rules and regulations of the City, whether in existence now or forthcoming, for the use of the Premises. This Agreement is non-transferable,

non-assignable and considered temporary in nature. The Club shall in no way interfere with or obstruct the use of the Premises by the general public. Club acknowledges that the Premises may be unavailable for use during times of construction, repairs, maintenance or some other event and that during that time this Agreement will not be valid. Club acknowledges that from time to time the City, in its sole discretion, may restrict the use of the Premises to a limited portion of the Premises. The City will endeavor to provide reasonable, advance notice to Club of any anticipated times that the Premises will be unavailable and/or limited.

The City will have the right to temporarily close the Premises or any portion thereof to protect property or preserve the peace in an emergency such as a storm, or other natural disaster.

SECTION 2. Term of Agreement. This Agreement shall begin on October 1, 2023 for a term of one (1) year through September 30, 2024, and shall renew annually for up to two (2) subsequent annual terms until September 30, 2026, unless otherwise terminated as set forth herein.

SECTION 3. Maintenance and Repairs. All maintenance, repairs or replacements shall be completed to the satisfaction of the City and in accordance with all federal, state, and local laws, ordinances, rules, and regulations. The Club shall not make any changes to the Premises without the prior written consent of the City. The City will provide for all general maintenance of the Premises. The Club agrees to keep the Premises in a clean condition during its use and remove all trash, debris, stains, dirt or other condition caused by the Club's management of the Premises.

SECTION 4. Indemnification. The Club agrees to indemnify and save harmless the City, its agents and assigns against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations or any other entity, arising directly or indirectly from the management of the Premises. Nothing contained herein shall be construed or interpreted as consent by the City to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in section 768.28, Florida Statutes. The Club acknowledges that this indemnification provision is supported by adequate consideration.

SECTION 5. Insurance. The Club must obtain general liability insurance coverage, at the Club's sole expense, with a minimum policy limit of \$1,000,000.00 with a reputable and financially viable insurance carrier, naming the City of Key Colony Beach, Florida as an additional insured to secure and maintain the Premises. The Club must provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

SECTION 6. Non-liability of the City to Club. The City shall not be liable to Club or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to Club or loss of revenues, caused by any third persons connected with Club's use of and access to the Premises, whether the injury, death or damage is due to the negligence of the City or not. Third persons shall include the United States of

America and the State of Florida, or any of their agencies, and all persons other than the City. The Club acknowledges that this non-liability provision is supported by adequate consideration.

SECTION 7. Termination. Except where specifically provided herein for immediate termination, if the City deems that the Club is in default for failure to comply with the terms and/or conditions of this Agreement. Such notice shall set forth the basis for termination. The City may terminate this Agreement in its sole discretion. All expenses related thereto shall be borne by the Club. Notwithstanding the foregoing, the CITY reserves the right and may elect to terminate this Agreement upon ninety (90) days' notice to the Club.

SECTION 8. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

SECTION 9. Applicable Law; Venue; Construing of Agreement; Binding Effect. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement venue shall be in Monroe County, Florida. This Agreement shall not be construed against the party who drafted the same. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

SECTION 10. Severability. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further 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. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

SECTION 11. Entire Agreement. The City and Club agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and Club pertaining to this Agreement, whether written or oral.

SECTION 12. Amendments. Unless otherwise set forth in the Agreement, this Agreement may not be modified unless such modifications are evidenced in writing, signed by both the City Administrator and Club. Such modifications shall be in the form of a written amendment executed by both parties.

SECTION 13. Compliance with law. Club agrees to comply and adhere to all federal, state, and local laws, ordinances, rules and regulations applicable to its use of the Premises under this Agreement, including without limitations, all laws prohibiting

discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or disability.

SECTION 14. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, nationally-recognized overnight courier or sent by certified mail, postage prepaid as follows:

As to the City:	As to Club:
City of Key Colony Beach, Florida	Key Colony Beach Pickleball Club
Attn: City Manager	Attn: Chairperson
P.O. Box 510141	PO Box
Key Colony Beach, FL 33051-0141	Key Colony Beach, FL

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **CITY OF KEY COLONY BEACH, FLORIDA**, signing by and through its Mayor or Vice Mayor, authorized to execute same by Commission action on the ____ day of _____, 2023, and by **PICKLEBALL CLUB (Contractor)**, signing by and through its _____, duly authorized to execute same.

CITY OF KEY COLONY BEACH, FLORIDA

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

(City Seal)

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

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

PICKLEBALL CLUB

By: _____
(Signature)

(Print Name)

(Title)



City of Key Colony Beach, Florida
Donation Policy

The following policy establishes the overall financial planning and management framework for the City of Key Colony Beach, Florida (“City”) to accept donations, including but not limited to cash, check, stocks, bonds and other accepted and recognized currency in acceptable financial form. A financial policy also improves the City’s fiscal stability by helping City officials plan fiscal strategy in a consistent manner. Adherence to an adopted financial policy promotes sound financial management and shows the citizens, credit rating industry and other stakeholders that the City is committed to sound financial management and fiscal integrity.

I. GENERAL FINANCIAL GOALS

1. Protect the assets of the City through an adequate system of internal controls.
2. Maintain the financial viability of the City in order to ensure adequate levels of City services.
3. Maintain financial flexibility in order to continually adapt to local and regional economic and demographic changes.

4. Maintain and enhance public infrastructure in order to provide for the health, safety and welfare of the City's citizens.
5. Report to the City's residents, the State and Federal Governments, and creditors on the financial operations of the City.

II. ACCEPTANCE OF DONATIONS

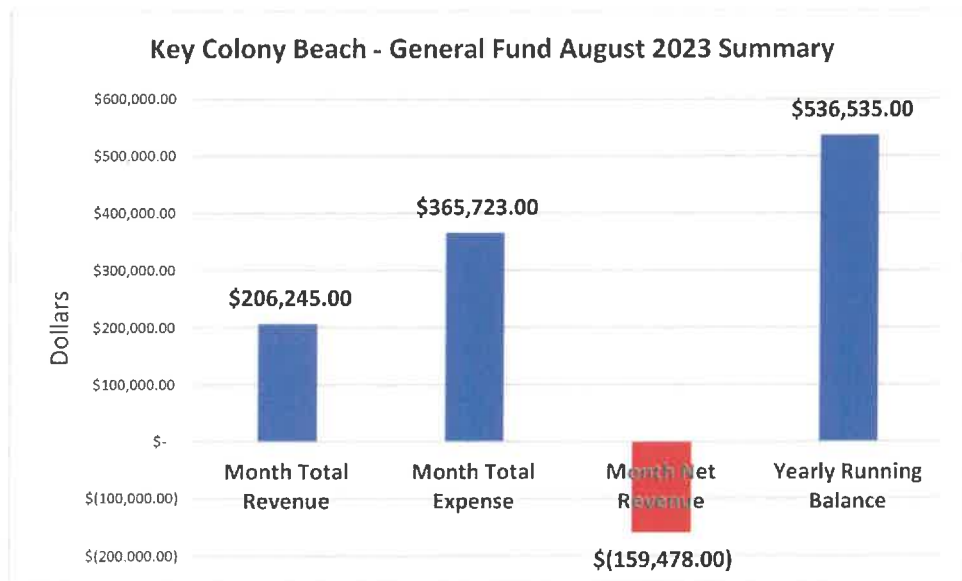
The City may accept donations in the form of cash, check, stocks, bonds and other accepted and recognized currency in acceptable financial form from outside entities. The City will maintain a listing of all donations including the donor, value and form of donation. The City will adhere to current Generally Accepted Accounting Principles when accepting and accounting for donations.

City of Key Colony Beach

Treasurer’s Report –September 21, 2023

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

- 11th month of 2023 fiscal year budget
 - Overall income is above the planned budgeted amount for the 11th month of the year, by 1.7%. Income in line with expectations.
 - Current revenue is driven by the following in last few months of the fiscal year:
 - Business Tax licenses
 - Code Violations
 - State shared revenues
 - Overall expenses at 87% of budgeted expenses to date. In excellent shape.
 - Expenses are higher than normal for this month, due to payment of our planned quarterly Ambulance and Rescue services.
 - General cash accounts: \$2,741,627.00
 - Restricted cash accounts are in excellent condition, at \$3,337,616.00.
 - Infrastructure account at \$2, 248,136.00
- At this time, I continue to project at the end of the fiscal year a positive fund balance to rollover to the next budget year.
- Current monthly General Fund summary plot below:



✓ **Wastewater:**

- Sewer service revenue at the year-to-date budgeted amount, Commercial sewer service tracking below budgeted amount. Overall income 2.5% below budgeted amount.
- Overall expenses in line with budgeted amount for year-to-date, capital expenses billing expected for repair items in the next 30-90 days.
- Net income still positive, \$231,012.96 for year-to-date
- Predicted to have a negative net income at the end of the fiscal year with the capital expenses committed for maintenance and repairs.

✓ **Stormwater:**

- Continue to cycle through reimbursements for approved project work from the available grants. No concerns for cash flow at this time with the available grant funding.

Update for Draft New City Hall Financing Proposal:

- No updates this month related to the City Hall Financing Proposal

CITY OF KEY COLONY BEACH

Warrant Number

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

General Fund Checking Account - 6871	\$386,931.96	
Escrow Account - 5537	-	
Payroll Account - 2942	\$127,538.74	
Infrastructure Account - 8644	-	
Road Reserve Account - 8677	-	
Impact Fees Account - 8669	-	
First State Bank - 3703	-	
Sewer Money Mkt - 0301	-	
Stormwater Account - 0128	23,320.00	
Sewer Account - 6006	<u>\$102,069.05</u>	
TOTAL DISBURSEMENTS		<u><u>\$639,859.75</u></u>

ORDINANCE NO. 2023-487

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

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

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

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

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

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

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

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

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals

The above recitals are true and correct.

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

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

DIVISION 1. - PROTECTION OF SEA TURTLES

Sec. 101-79. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

of light higher than 48 inches off the ground.

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

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

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

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

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

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

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

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

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

- (1) The light source is mounted as low to the ground or floor as practicable through the use of fixtures such as, low-mounted wall fixtures, low bollards, and ground-level fixtures;
- (2) The lumens emitted by the light source are the minimal required for the intended application;
- (3) The light source is contained within a full cut-off or fully shielded fixture such that no light is broadcast above a horizontal plane and the point source of light, and any reflective surfaces of the fixture are not directly visible from the beach;
- (4) The lamps emitting predominately long-wavelength light (>560 nm). These long wavelength light sources include low-pressure sodium vapor lamps, amber and red LEDs, true red neon lamps, and other

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

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

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

- (a) Prohibition of horseback riding, campfires, and vehicular traffic. Horseback riding and campfires shall be prohibited on nesting areas during the nesting season. Vehicular traffic shall also be prohibited on nesting areas during the nesting season except for emergency and law enforcement vehicles, vehicles permitted on the beach for marine turtle conservation or research, or vehicles used for beach cleaning in compliance with Section 101-83, standards for mechanical beach cleaning.
- (b) Prohibiting storage or placement of any material in the nesting area. The storage or placement of any material, such as, but not limited to, construction material, rip-rap, trash and debris, mulch, beach wrack/seagrass, or other organic material, landscaping material, fill, vehicles, or boats, that has the potential to impede movement of hatchlings or adults between ocean and nesting areas, or that may cover existing nests or nesting sites is strictly prohibited.
- (c) Development. All development shall be set back a minimum of 50 feet from any area that serves as an active or potential nesting area for marine turtles. The 50-foot setback will be measured from the landward toe of the most landward beach berm or from 50 feet landward of mean high water (MHW), whichever results in the smaller total setback. The maximum total setback shall be 100 feet from MHW.
- (d) If any turtle nests or nesting activities have been reported within a portion of a beach, any temporary structures, including, but not limited to, beach chairs, umbrellas and cabanas which have the potential for entrapment of marine turtles and which may interfere with the use of the natural beach environment for nesting habitat shall be:
 - (1) Removed from the beach nightly; or
 - (2) Stored in areas designated by the City staff which are situated to avoid interference with marine turtles; or
 - (3) Placed in a manner so as to not obstruct the transit of turtle hatchlings to the water. Placement should include stacking in a staggered pattern at the landward edge of the beach.

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

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

- (1) Exterior artificial light fixtures directly, indirectly, or cumulatively visible from any portion of the beach shall be designed, positioned, modified, or removed so that:
 - a. They are long wavelength, downward directed, full cutoff, fully shielded and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.
 - b. The point source of light or any reflective surface of the light fixture is not directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach.
- (2) Measures such as, but not limited to, the following shall be taken to reduce or eliminate the negative effects of new or existing artificial beachfront lighting:
 - a. Positioning of fixtures so that the point source of light or any reflective surface of the light fixture is eliminated or is no longer visible to an observer standing anywhere on the beach.
 - b. Replacement of fixtures having an exposed light source with fixtures containing recessed light sources or shields.
 - c. Replace any light source, light bulb or lamp that is not long wavelength (e.g., incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g., LED or low pressure sodium) light source or lamp available for the specific application.
 - d. Replacement of nondirectional fixtures with completely shielded directional fixtures that point down and away from the beach.
 - e. Provide shields for fixtures visible from the beach and not practical to immediately be replaced. Beachside shields are to cover 270 degrees and extend below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach:
 - f. Replacement of pole lamps with low-profile, low-level luminaries so that the Light source or any reflective surface of the light fixture is not visible from the beach.
 - g. Planting or improvement of landscape vegetation buffers in compliance with the land development regulations between the light source and the beach to screen light from the beach.
 - h. Construction of ground-level barriers landward of the beach and frontal dune, in compliance with the land development regulations.

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

- i. Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s) and shall conform to the measures set forth in this section in order to reduce or eliminate negative effects on sea turtles. The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible are preferred.
- j. Permanent removal of all floodlights, uplights, or spotlights used for decorative or accent purposes that are directly visible to an observer standing anywhere on the beach, or which indirectly or cumulatively illuminate the beach. This includes lighting of fountains, ponds, trees, landscaping and other purposes not related to human safety or security.
- k. Permanent removal or disabling of any fixture which cannot be brought into compliance with the provisions of these standards.
- l. Shielding or modification of any existing lighted sign pursuant to the land development regulations such that it is not directly visible to an observer standing anywhere on the beach.
- m. Interior swimming pool and associated pool deck lighting, lighting in parking areas and roadways, beach accesses/dune crossovers, piers, and temporary lighting (flashlights) shall be turned off during sea turtle nesting season. If these lights cannot be turned off due to necessary nocturnal use, lights shall be amber or red LED lamps. Automatic timers are acceptable means of compliance with this standard.

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

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

- (1) Interior artificial lighting within direct line of sight of the beach shall be designed, positioned, modified, or removed so that:
 - a. The point source of light or any reflective surface of the light fixture is not directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach.
- (2) Measures such as, but not limited to, the following shall be taken to reduce or eliminate the negative effects of new or existing interior

beachfront lighting:

- a. Use of window treatments such as blackout draperies, shade screens or blinds to shield interior lights from the beach.
- b. Installation of new windows and glass doors which meet the standards for tinted glass or, for existing windows and glass doors, an application of window tint or film that meets the standards for tinted or filmed glass as defined in this chapter.
- c. Turning off all unnecessary lights.
- d. Arrangement of lamps and other moveable light fixtures away from windows.
- e. Appropriate interior design to eliminate lighting which could be directly, indirectly, or cumulatively visible to an observer standing anywhere on the beach; and
- f. For new construction within line of sight of the beach, tinted glass shall be installed on all windows and glass doors of single-story or multistory structures. This includes the seaward and shore-perpendicular sides of any structure.

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

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

- (1) Timing. Beach cleaning shall be confined to daylight hours during the nesting season.
- (2) Mode of operations. During the nesting season:
 - a. Beach cleaning operations shall be limited to the area seaward of the strand line (previous high tide mark).
 - b. Light-weight motorized vehicles having wide, low-profile, low-pressure tires, or hand raking shall be used to conduct beach cleaning operations.
 - c. Devices used for removing debris from the beach shall be designed and/or operated such that they do not penetrate beach substrate by more than two (2) inches.
 - d. Operators shall be educated to identify a sea turtle crawl (turtle tracks), recognize and avoid a sea turtle nest, report nests and/or crawls to a permitted agent of the State.
 - e. All excess raked material must be removed from the beach and disposed of properly or stored in an upland area as approved by the Director of Environmental Resources. With special approval from the Director of Environmental Resources and the State Department

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

- (3) Coordination of beach cleaning operations with State-sanctioned scientific studies. All beach cleaning operations shall be coordinated through the State to ensure that these operations do not interfere with State-sanctioned scientific studies or surveys of sea turtle nesting activities.
- (4) Authorization. Any person performing mechanical beach cleaning must have a current permit from the Florida Department of Environmental Protection for the area being cleaned.

Sec. 101-84. - Protection from predation.

- (a) No predatory pets or pets likely to have a potential for being disruptive or damaging to nesting turtles, hatchlings, or nests shall be allowed to roam loose and unsupervised within the jurisdictional boundaries during the nesting season. Such pets include but are not limited to dogs, cats, snakes, lizards or iguanas, ferrets and pigs.
- (b) Feeding raccoons, opossums and other wild animals within the jurisdictional boundaries of the City is prohibited.

Sec. 101-85. - Penalty.

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

Secs. 101-86 - Applicability

- (a) An overlay district, known as the "Sea Turtle Lighting District", is hereby established within the City of Key Colony Beach.
- (b) The Sea Turtle Lighting District shall include all properties within the City of Key Colony Beach, that may produce artificial light directly, indirectly, or

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

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

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

Section 3: Severability and Conflict

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

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

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

Section 5: Effective Date

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

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

FIRST READING by the City of Key Colony Beach City Commission this 21st day of September 2023.

Mayor Patricia Trefry	NO _____	YES _____
Vice-Mayor Beth Ramsay-Vickrey	NO _____	YES _____
Commissioner Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Joey Raspe	NO _____	YES _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 19th day of October 2023.

Mayor Patricia Trefry	NO _____	YES _____
Vice-Mayor Beth Ramsay-Vickrey	NO _____	YES _____
Commissioner Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Joey Raspe	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 19th day of October 2023.

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO. 2023-488

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING ARTICLE III, CHAPTER 101 OF THE LAND DEVELOPMENT REGULATIONS RELATED TO REDUCTION OF SETBACKS FOR RESIDENTIAL POOLS; SPECIFICALLY AMENDING SECTIONS 101-13 AND 101-26 OF THE LAND DEVELOPMENT REGULATIONS TO PROVIDE FOR REDUCED SETBACKS FOR POOLS WITHIN THE R-2B ZONING DISTRICT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION IN THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) determined the need to amend the Land Development Regulations to reduce required side setbacks for pools and adopted Ordinance 2023-483 to provide for such reduced setbacks; and

WHEREAS, the City Commission desires to specifically amend Article III, Sections 101-13 and 101-26 of the City’s Land Development Regulations in order to clarify the required setbacks for pools within the R-2B zoning district; and

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

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

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amending Section 101-13 and 101-26 of the Land Development Regulations

Sections 101-13 and 101-26 of Article III, “District Regulations” of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

Sec. 101-13. - R-2B Two dwelling unit residence district.

(1) Intent. This district is intended to accommodate one unit detached and two-unit dwellings. It conforms with the two-family residential category of the comprehensive plan.

(5) Setbacks (see also section 101-26).

Front yard minimum of 20 feet, except 5 feet on Clara Boulevard and Coral Lane.

Side yard minimum of 5 feet on each side, except on corner lots or on combined lots. In the case of attached two-unit dwellings, one side setback shall be required for each dwelling. A minimum side-yard setback of 5 feet shall be allowed only for pools within R2B zoning in accordance with section 101-26.

Rear yard minimum of 15 feet, except 5 feet on Clara Boulevard and Coral Lane.

Corner lot minimum side yard of 15 feet on the street frontage and rear yard of 5 feet.

For combined lots, the side yard minimum shall be 10 per cent of total width.

(6) Floor area. Minimum habitable building area of 450 square feet per dwelling unit.

(7) Pervious area. Minimum of 15 per cent.

(8) Height. Maximum of 1 story, but in no case more than 20 feet.

(9) Special regulations. See sections governing parking, landscaping and signs.

Sec. 101-26. - Accessory structures and uses.

(11) *Swimming pools, spas, hot tubs.*

(a) Setbacks:

10 feet from side and rear lot lines and (MHW) on canals and 10 feet from sides and rear lot lines on dry lots;_except that a minimum side-yard setback of 5 feet shall be allowed for pools only within the R2B zoning district as provided for in Section 101-13 above.

25 feet from front lot line in all districts;

15 feet from side lot line in R-3 and RH districts;

100 feet from Ocean (MHW);

20 feet from MHW on Vaca Cut.

(b) [Pools, spas, and hot tubs:] Above grade pools are not permitted in any district. Prefabricated portable wading pools not over 18 inches in height above grade are permitted. Portable, plug in type spas or hot tubs no larger than 8'0" × 8'0" × 3'0" in height above grade are permitted when in compliance with the following:

1. Setbacks must comply with section 101-26(11)(a).
2. All controls, water heating and water circulating equipment are an integral part of the product and must be cord-connected to GFI outlet (no hard or permanent plumbing or electrical connections are permitted).
3. Must comply with SBCCI Standard Swimming Pool Code 1999 Edition (in particular Section 315, Protective Enclosure).
4. Must comply with City Code Chapter 6, section 6-2.3 which states that structures are designed to be securely anchored so as to withstand hurricane force wind and wave pressure.
5. A building permit must be approved and obtained prior to any installation.

(c) Drainage: Pool drainage shall not be piped to the city sewer system. See article VII. Pools cannot drain onto adjoining property or rights-of-way.

(d) Pool enclosures: Insect screening or other enclosures shall be permitted when the pool and its enclosure are not located within the required setback.

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 and Land Development Regulations

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

Section 6: Effective Date

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

-/Remainder of Page Left Intentionally Blank/-

FIRST READING by the City of Key Colony Beach, Florida City Commission this 21st day of September 2023.

Mayor Patricia Trefry	NO _____ YES _____
Vice-Mayor Beth Ramsay-Vickrey	NO _____ YES _____
Commissioner Freddie Foster	NO _____ YES _____
Commissioner Tom Harding	NO _____ YES _____
Commissioner Joey Raspe	NO _____ YES _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach, Florida City Commission on this 19th day of October 2023.

Mayor Patricia Trefry	NO _____ YES _____
Vice-Mayor Beth Ramsay-Vickrey	NO _____ YES _____
Commissioner Freddie Foster	NO _____ YES _____
Commissioner Tom Harding	NO _____ YES _____
Commissioner Joey Raspe	NO _____ YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 19th day of October 2023.

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

**STATE OF FLORIDA
COUNTY OF MONROE**

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

September 7, 2023

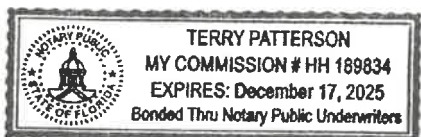
Affiant further says that the said **WEEKLY NEWSPAPERS** is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail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

[Handwritten signature of Jason Koler]

Sworn to and subscribed before me this day of Sept 7, 2023
(SEAL)

[Handwritten signature of Notary]
Notary

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
SECOND/FINAL READING OF ORDINANCE NO. 2023-486
Key Colony Beach Sewer Rate Increases
NOTICE IS HEREBY GIVEN that the City Commission of the City of Key Colony Beach, Florida, will hold the following Public Hearing to hear amendments to the City's Code of Ordinances.
DATE/TIME: Thursday, September 21st, 2023
TIME: 9:35 am OR at the conclusion of the Public Hearing
LOCATION: Located at the Temporary Meeting Place for the City of Key Colony Beach, at the Key Colony Inn Banquet Room, 700 W. Ocean Drive, Key Colony Beach.
The proposed Ordinance to be heard by the City Commission is [ORDINANCE NO. 2023-486], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, ENTITLED SEWERS AND SEWAGE DISPOSAL, SECTION 14-6 MONTHLY RATES AND CHARGES, AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach.
If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
If you are unable to attend the Public Hearing on Thursday, September 21, 2023, but wish to comment, please direct correspondence to: City of Key Colony Beach, City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, and your comments will be entered into the record.
City Clerk
City of Key Colony Beach, Florida
Publish:
September 7, 2023
The Weekly Newspapers



ORDINANCE NO. 2023-486

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

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

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

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

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

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

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

Section 1: Recitals

The above recitals are true and correct.

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

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

CHAPTER 14. SEWERS AND SEWAGE DISPOSAL

Section 14-6. Monthly rates and charges.

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

Residential living unit . . .	\$60.00	<u>\$66.67</u>
Apartment and condominium living unit . . .	\$60.00	<u>\$66.67</u>

Laundry machines, commercial, standard load (that are a part of apartments and condominiums) . . .	\$30.00
Laundry machines, commercial, large load (that are a part of apartments and condominiums) . . .	\$91.50
Recreational buildings (that are a part of apartments or condominiums) . . .	\$75.00
All commercial accounts, per 100 gallons of water consumed	\$2.09 <u>\$2.32</u>
Or a minimum of \$40.00- \$50.00 <u>\$60.00</u> per unit monthly, whichever is greater.	

User of sewer system facilities not otherwise listed above to be determined by use factors.
 Monthly rates and charges listed above shall be effective October 1, ~~2013~~ 2023.

Section 3: Severability and Conflict

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

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

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

Section 5: Effective Date

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

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

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

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 21st day of September 2023.

Mayor Patricia Trefry	NO _____	YES _____
Vice-Mayor Beth Ramsay-Vickrey	NO _____	YES _____
Commissioner Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Joey Raspe	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 21st day of September 2023.

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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

RESOLUTION NO. 2023-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, AUTHORIZING AND APPROVING A MANAGEMENT AGREEMENT BETWEEN THE CITY OF COLONY BEACH AND PICKLEBALL CLUB, COMMENCING OCTOBER 1, 2023, AS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach, Florida (the "City") is expanding the municipal Pickleball courts generally located near the City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida within the City; and

WHEREAS, the Pickleball Club, a non-profit 501(c) corporation established by residents of the City (the "Club"), desires to manage the pickleball courts for play and programing; and

WHEREAS, the City desires to engage the Club to utilize and manage the pickleball courts on behalf of the City to provide play and programming for the City's residents; and

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the "City Commission") desires to approve a management agreement between the City and the Club for the management of the pickleball courts as set forth in Exhibit "A" attached hereto.

WHEREAS, the City Commission finds that providing an Agreement to the Club under the terms and conditions set forth herein in Exhibit "A" serves a valid public purpose and is in the best interests of the City and its residents.

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

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

Section 2: That the City Commission hereby approves the Management Agreement between the City and the Club for the courts generally located at City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida, as set forth in Exhibit "A" attached hereto.

Section 3: That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED by the City Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on September 21, 2023.

FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH

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

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of the _____ day of _____ 2023, by and between the **CITY OF KEY COLONY BEACH, FLORIDA**, a municipal corporation under the laws of the State of Florida, whose mailing address is P.O. Box 510141, Key Colony Beach, FL 33051-0141 (hereinafter "City"), and **PICKLEBALL CLUB**, a 501(C) non-profit Florida Corporation, whose mailing address is PO Box _____, Key Colony Beach, FL 33051 ("Club").

RECITALS:

WHEREAS, the City owns the Key Colony Beach Municipal Pickleball Courts generally located near the City Garage on 8th Street and Shelter Bay Drive, Key Colony Beach, Florida, (the "Premises"); and

WHEREAS, the Club desires to manage the Premises on behalf of the City for pickleball play and programing; and

WHEREAS, the City desires to engage the Club to utilize and manage the Premises on behalf of the City to provide pickleball play and programming for the City's residents; and

WHEREAS, the City finds that entering into the Agreement with the Club under the terms and conditions set forth herein serves a valid public purpose.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to effectuate the above arrangement, the parties hereto agree as follows:

SECTION 1. Grant of Nonexclusive, Limited Agreement. The City hereby grants to the Club a nonexclusive, limited management and access to the Premises for pickleball play and programming. This includes use of the restroom facilities. The Club shall provide its own certified referees and other pickleball programming officials for all times Club is utilizing the Premises as may be required by applicable law or regulation and provide any and all first aid supplies required in conjunction with Club's use. Club's use of the Premises shall be as follows:

Monday through Friday: 7:00 a.m. to 12:00 p.m.

Saturday: 7:00 a.m. to 12:00 p.m.

Sunday: 7:00 a.m. to 12:00 p.m.

The Premises are provided to Club in "as is" condition, and no warranties are made regarding the suitability of the Premises for pickleball play and programming.

The Club shall abide by all policies, procedures, rules and regulations of the City, whether in existence now or forthcoming, for the use of the Premises. This Agreement is non-transferable,

non-assignable and considered temporary in nature. The Club shall in no way interfere with or obstruct the use of the Premises by the general public. Club acknowledges that the Premises may be unavailable for use during times of construction, repairs, maintenance or some other event and that during that time this Agreement will not be valid. Club acknowledges that from time to time the City, in its sole discretion, may restrict the use of the Premises to a limited portion of the Premises. The City will endeavor to provide reasonable, advance notice to Club of any anticipated times that the Premises will be unavailable and/or limited.

The City will have the right to temporarily close the Premises or any portion thereof to protect property or preserve the peace in an emergency such as a storm, or other natural disaster.

SECTION 2. Term of Agreement. This Agreement shall begin on October 1, 2023 for a term of one (1) year through September 30, 2024, and shall renew annually for up to two (2) subsequent annual terms until September 30, 2026, unless otherwise terminated as set forth herein.

SECTION 3. Maintenance and Repairs. All maintenance, repairs or replacements shall be completed to the satisfaction of the City and in accordance with all federal, state, and local laws, ordinances, rules, and regulations. The Club shall not make any changes to the Premises without the prior written consent of the City. The City will provide for all general maintenance of the Premises. The Club agrees to keep the Premises in a clean condition during its use and remove all trash, debris, stains, dirt or other condition caused by the Club's management of the Premises.

SECTION 4. Indemnification. The Club agrees to indemnify and save harmless the City, its agents and assigns against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations or any other entity, arising directly or indirectly from the management of the Premises. Nothing contained herein shall be construed or interpreted as consent by the City to be sued nor as a waiver of sovereign immunity beyond the waiver and limits set forth in section 768.28, Florida Statutes. The Club acknowledges that this indemnification provision is supported by adequate consideration.

SECTION 5. Insurance. The Club must obtain general liability insurance coverage, at the Club's sole expense, with a minimum policy limit of \$1,000,000.00 with a reputable and financially viable insurance carrier, naming the City of Key Colony Beach, Florida as an additional insured to secure and maintain the Premises. The Club must provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage.

SECTION 6. Non-liability of the City to Club. The City shall not be liable to Club or its agents, representatives, invitees, employees, or any other person, for any injury to or death of any of them, or for any damage to Club or loss of revenues, caused by any third persons connected with Club's use of and access to the Premises, whether the injury, death or damage is due to the negligence of the City or not. Third persons shall include the United States of

America and the State of Florida, or any of their agencies, and all persons other than the City. The Club acknowledges that this non-liability provision is supported by adequate consideration.

SECTION 7. Termination. Except where specifically provided herein for immediate termination, if the City deems that the Club is in default for failure to comply with the terms and/or conditions of this Agreement. Such notice shall set forth the basis for termination. The City may terminate this Agreement in its sole discretion. All expenses related thereto shall be borne by the Club. Notwithstanding the foregoing, the CITY reserves the right and may elect to terminate this Agreement upon ninety (90) days' notice to the Club.

SECTION 8. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns.

SECTION 9. Applicable Law; Venue; Construing of Agreement; Binding Effect. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement venue shall be in Monroe County, Florida. This Agreement shall not be construed against the party who drafted the same. This Agreement is binding upon the parties hereto, their heirs, successors and assigns.

SECTION 10. Severability. The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further 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. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

SECTION 11. Entire Agreement. The City and Club agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and Club pertaining to this Agreement, whether written or oral.

SECTION 12. Amendments. Unless otherwise set forth in the Agreement, this Agreement may not be modified unless such modifications are evidenced in writing, signed by both the City Administrator and Club. Such modifications shall be in the form of a written amendment executed by both parties.

SECTION 13. Compliance with law. Club agrees to comply and adhere to all federal, state, and local laws, ordinances, rules and regulations applicable to its use of the Premises under this Agreement, including without limitations, all laws prohibiting

discrimination on the basis of race, color, religion, sex, national origin, sexual orientation or disability.

SECTION 14. Notice. Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person, nationally-recognized overnight courier or sent by certified mail, postage prepaid as follows:

As to the City:	As to Club:
City of Key Colony Beach, Florida	Key Colony Beach Pickleball Club
Attn: City Manager	Attn: Chairperson
P.O. Box 510141	PO Box
Key Colony Beach, FL 33051-0141	Key Colony Beach, FL

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: **CITY OF KEY COLONY BEACH, FLORIDA**, signing by and through its Mayor or Vice Mayor, authorized to execute same by Commission action on the ____ day of _____, 2023, and by **PICKLEBALL CLUB (Contractor)**, signing by and through its _____, duly authorized to execute same.

CITY OF KEY COLONY BEACH, FLORIDA

Patricia Trefry, Mayor

Silvia Gransee, City Clerk

(City Seal)

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

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

PICKLEBALL CLUB

By: _____
(Signature)

(Print Name)

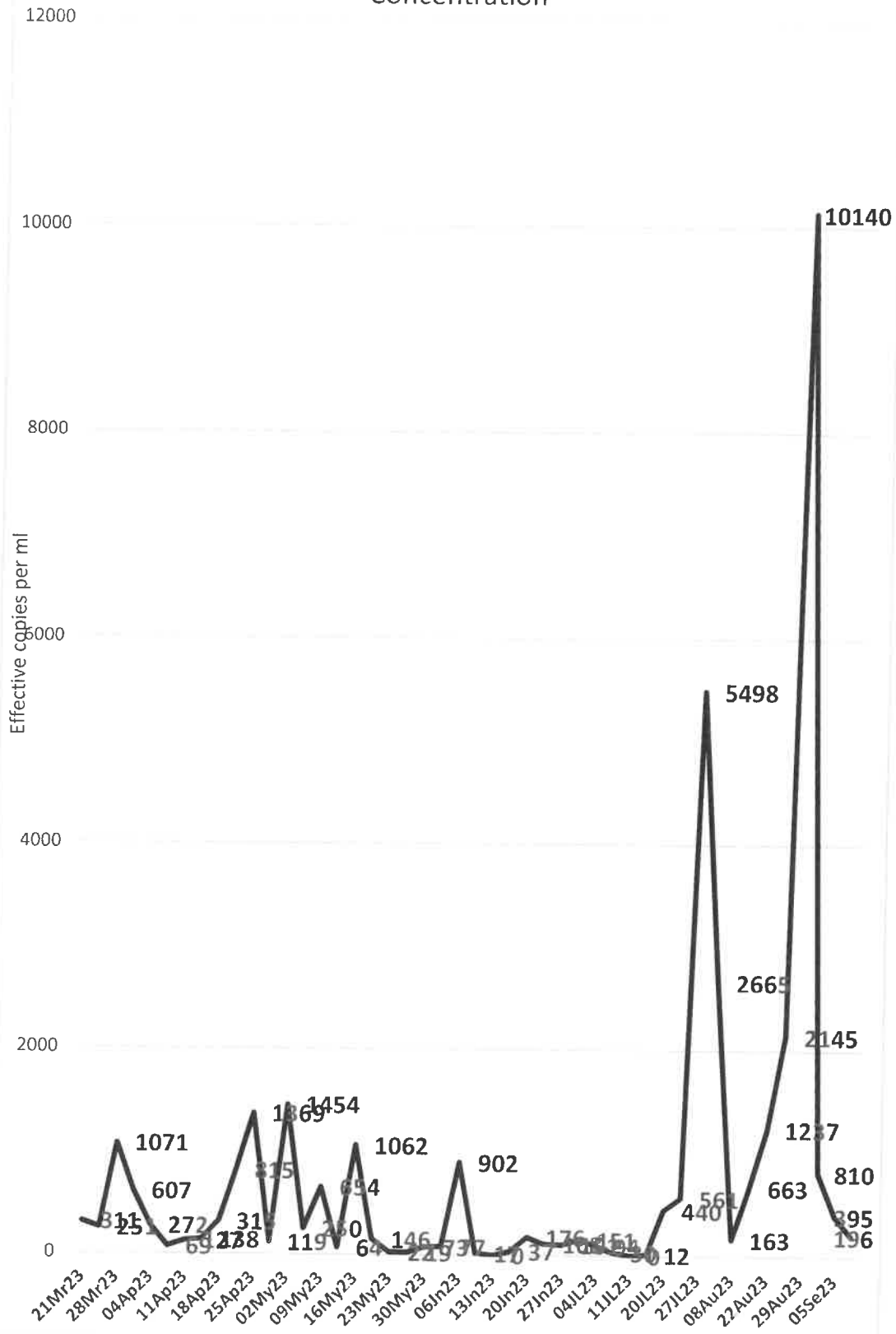
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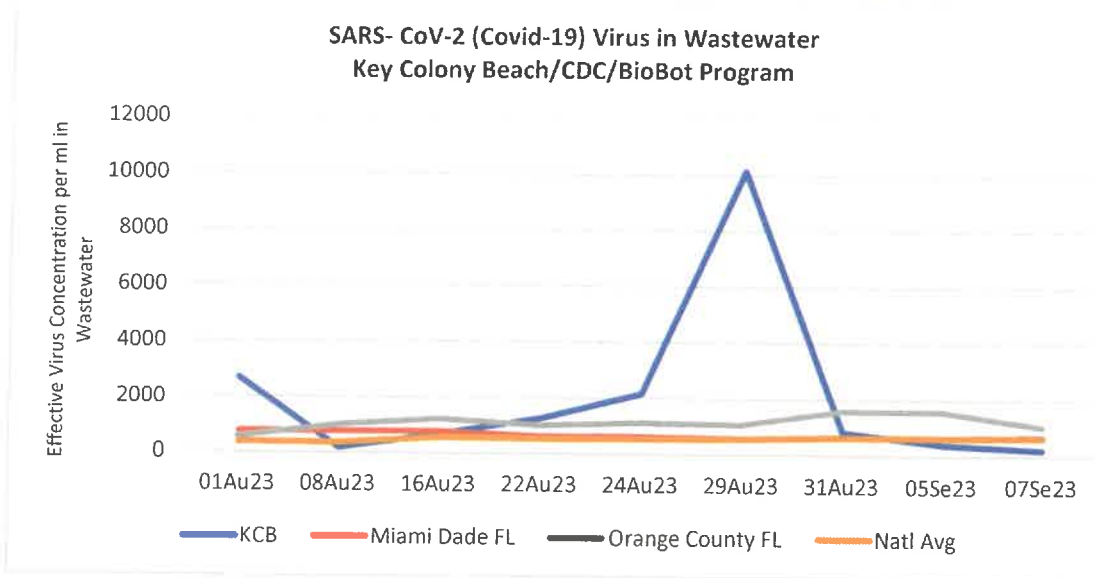
City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – September 21, 2023

- ✓ SARS-CoV-2 Virus – Covid -19
 - General overview data from CDC and Florida Dept of Health websites:
 - CDC Hospitalizations Summary – 477 cases, 1.9 % increase (Broward, Miami-Dade, and Monroe County data together, data through 02Se23).
 - CDC Death rates due to Covid-19 in the last week for Florida, 3.5%, a - 2.8% decrease from last week (data through 02Se23)
 - Florida Department of Health Weekly Situation Report (data for week 25Au23 – 31Au23). **No update from last week, data released every two weeks:**
 - Overall State of Florida – 23,960 new cases (increasing)
 - Monroe County - 66 new cases (slight increase)
 - Dade County – 3,304 new cases (increasing)
 - Broward County – 1,775 new cases (increasing)
 - ✓ Specific data for Key Colony Beach- wastewater sampling (data through 05Se23):
 - Total KCB specific wastewater samples collected and analyzed to date - 46.
 - **KCB rate decreasing**
 - Plot comparison below vs. other Florida counties and the US overall avg.:

Key Colony Beach Effective SARS-CoV-2 Virus Concentration





- ✓ **Mpox virus (Monkeypox) virus in Wastewater samples:**
 - KCB specific samples to-date have shown no detection of the Mpox virus for Key Colony Beach
- ✓ **Update on status for the overall CDC funding to support wastewater sampling program:**
 - CDC has authorized funding the program through September 15, 2023
 - CDC expects a gap of 1-2 weeks for sample collection after September 15, 2023 based on contract updates.

Summary Report by Tom Harding, based on Biobot/CDC/State of Florida data through 14Se23.