

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, June 20th, 2024 – 9:35 am OR at the end of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

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

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

2. Agenda Additions, Changes & Deletions

3. Special Request: A special request by Luis Alonso to make a presentation to the City Commission regarding the transfer of building rights associated with the property located at 721 West Ocean Drive to the City of Marathon.

- a. Letter to the City Clerk – **Pgs. 1-2**
- b. Proposed Interlocal Agreement – **Pgs. 3-4**
- c. Preliminary Design Options – **Pgs. 5-15**

4. Citizen Comments and Correspondence – Pgs. 16-17

5. Approval of Minutes

- a. April 15th, 2024 – City Commission Townhall Meeting – **Pgs. 18-21**
- b. May 13th, 2024 – City Commission Townhall Meeting ****TBA****
- c. May 16th, 2024 – City Commission Public Hearing – **Pgs. 22-23**
- d. May 16th, 2024 – City Commission Regular Meeting ****TBA****

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

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card – **Pgs. 24-26**
- b. City Administrator’s Report – Mayor Raspe – **Pg. 27**
- c. Police Department – Chief DiGiovanni – **Pgs. 28-38**
- d. Building/Code Department – Building Official Borysiewicz – **Pg. 39**
- e. Public Works – Public Works Department Head Guarino – **Pgs. 40-41**
- f. City Clerk – City Clerk Gransee – **42-44**
 - i. Update on qualified candidates for the November election
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee – Richard Pflueger
- j. Utility Board - Bill Fahs

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

- a. Update on Marble Hall, Administrative Offices, and overall progress
- b. Discussion/Approval on providing a 20% discount for short-term boat trailer parking to first responders and military personnel

8. City Commissioner Items for Discussion/Approval

- a. Discussion/Approval of the final invoice by Lanier Plans, dba KorKat, for the completion of the 1st Street Playground in the amount of \$27,261.00. – **Pgs. 45-48**
- b. Discussion/Approval of a proposal by Lori Lehr for Community Rating System support services to review the 2024 CRS Recertification and supporting documentation in the amount of 16,000.00. – **Pgs. 49-51**
- c. Discussion/Approval of a recommendation by the Mayor/City-Administrator to offer Tony Loreno the position of Building Official, Floodplain Manager, and Building Inspector for the City of Key Colony Beach. – **Pg. 52**
- d. Discussion/Approval of the budget calendar for FY2024/2025 – **Pg. 53**
- e. Discussion/Approval of an Interlocal Agreement between the Board of Commissioners of Monroe County and the City of Key Colony Beach to accept State Boating Improvement Funds (BIF) in the amount of \$2,993.00 for the purchase of regulatory buoy replacements for FY2025. – **Pgs. 54-63**
- f. Discussion/Approval of a proposal by K2M for the KCB Roadway Safety Project in the amount of \$22,160.00. – **Pgs. 64-67**
- g. Discussion/Approval of a proposal by Construct Build to repair the Key Colony Beach Causeway Bridge Abutments (Bridge No. FDOT 904532) in the amount of \$23,000.00. – **Pgs. 68-78**
- h. Discussion/Approval of a recommendation by Commissioner DiFransico on a change in methodology for wastewater billing. – **Pgs. 79-80**
- i. Discussion/Approval of an agreement between the South Florida Police Benevolent Association and the City of Key Colony Beach.
- j. Discussion/Approval of the following recommendations by the Utility Board regarding Solar Power:
 - i. Continued Discussion/Approval of a recommendation by the Utility Board to offer the power company the installation of solar panels on city owned buildings as discussed in the Utility Board meeting on April 23, 2024.
 - Update by Commissioner DiFransico on conversations with the FKEC
 - ii. Discussion/Approval of a recommendation by the Utility Board to recommend to the City Commission the use of a referendum, either binding or non-binding, should the proposal under 8f(i) not be acceptable to the City Commission.

9. Ordinances & Resolutions

SECOND/FINAL Reading of Ordinance 2024-490: An Ordinance Of the City of Key Colony Beach, Florida; amending Chapter Fifteen of the Code of Ordinances, entitled Stormwater Utility System; and providing for codification; repealing any inconsistent provisions; providing for severability; and providing an effective date.

- a. Ordinance 202-490 – **Pgs. 81-82**
- b. Business Impact Statement – **Pgs. 83-85**
- c. Proof of Publication – **Pg. 86**

10. Secretary-Treasurer's Report

- a. May 2024 Financial Summary – Pgs. 87-89
- b. Approval of Warrant 0524 in the amount of \$525,029.99 – Pg. 90

11. City Attorney's Report

- a. Update on the position of an Executive Assistant to the Mayor/City-Administrator

12. Commissioner's Reports & Comments

- a. Commissioner Harding
 - i. Wastewater Sampling Summary Report for June 17th, 2024
 - ii. Gas Tax Interlocal Agreement update
 - iii. Monroe County EV Grant update
- b. Commissioner DiFrancisco
- c. Commissioner Colonell
- d. Vice-Mayor Foster
- e. Mayor Raspe

13. Citizen Comments

14. Adjournment

**This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 W. Ocean Drive, Key Colony Beach, Florida 33051.**

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

Please click this URL to join. <https://us02web.zoom.us/j/86058701802?pwd=VnhCQmFQOEExVd3BGcUhnbm9wZFNFRdz09>

Passcode: 094382

Or One tap mobile:

+13052241968,,86058701802#,,,,*094382# US

+16469313860,,86058701802#,,,,*094382# 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 +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623

Webinar ID: 860 5870 1802

Passcode: 094382

International numbers available: <https://us02web.zoom.us/j/86058701802?pwd=VnhCQmFQOEExVd3BGcUhnbm9wZFNFRdz09>

“Members of the Public may speak for three minutes and may only speak once unless waived by a majority vote of the commission.” Letters submitted to the City Clerk to be read at the Commission Meeting will be made part of the record but not read into record. Persons who need accommodations in order to attend or participate in this meeting should contact the City Clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance. If a person decides to appeal any decision made with respect to any matter considered at any meeting, that person will need a record of the proceedings 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.

SPOTTSWOOD, SPOTTSWOOD, SPOTTSWOOD & STERLING, PLLC

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OF COUNSEL:

JOHN M. SPOTTSWOOD (1920 – 1975)

June 7, 2024

Ms. Silvia Gransee, city Clerk
City of Key Colony Beach
600 West Ocean Drive
P.O. Box 510141
Key Colony Beach, Florida 33051-0141

Subject: Presentation of a Proposed Agreement for Transfer of Building Rights

Dear Ms. Gransee:

On behalf of our client Mr. Luis Alonso, we request the opportunity to make a presentation to the City Council regarding the transfer building rights associated with 721 West Ocean Drive, Key Colony Beach, Florida (“Property”) to the City of Marathon.

By way of background, there are 22 existing building rights associated with the Property from the multi-family condominium that was destroyed in the hurricane of 2019. While there have been several attempts to rebuild the 22 units, such attempts have failed due in large part to the City of Key Colony Beach and neighboring property owners’ preference for replacement structures that are less dense and more consistent with other surrounding properties. Our client agrees and has placed the Property under contract for purchase.

However, to make my client’s replacement project of four single family homes feasible, and to compensate the current 22 condominium owners who cannot build back their units, eighteen of the existing units, and the right to rebuild them, must be relocated to a larger community such as the City of Marathon. There are several reasons for this.

First, The City of Key Colony Beach wishes to reduce the impact of traffic in its jurisdiction as the remaining vacant single-family and duplex lots develop and use their allocated, but yet unbuilt density. As everyone knows, automobile access to Key Colony Beach is provided by one narrow causeway leading to US Highway 1. Reducing traffic on this causeway by transferring 18 preexisting units to Marathon, where the street and highway infrastructure is more robust, will aid in reducing traffic along the causeway and in Key Colony Beach itself. As many as 180 trips a day associated with these 18 units will be eliminated from Key Colony Beach.

Second, unlike Key Colony Beach, Marathon has more buildable lots without corresponding Building Permit Allocations System (BPAS) reservations. Key Colony Beach was able to demonstrate that it had

only a small number of vacant lots with development potential which would add only a very small fraction of new units as it relates to the automobile evacuation stream and timing thereof. Automobile traffic was the basis of RoGO and BPAS starting in 1993. Therefore, Key Colony was able to simply retain its allocated density apportioned to its platted lots and not rely on RoGO or BPAS.

The proposed transfer of the existing eighteen (18) units represented in the attached proposed agreement were already long in place **prior** to the enactment of either BPAS or RoGO and were counted in the traffic analyses conducted in 1993 which were the basis of the RoGO evacuation calculations. These same eighteen (18) units were also accounted for in 2011/12 when the current Memorandum of Understanding between all Keys jurisdictions and the State of Florida was executed, which Memorandum established new RoGO and BPAS allocations while still maintaining the required 48 hour and 24 hour evacuation times for those leaving the Keys in the event of a Tropical Storm.

Additionally, allowing these eighteen (18) units to be reconstructed in either Key Colony Beach or the City of Marathon will not affect either BPAS or RoGO nor require Key Colony Beach to adopt any new ordinance to recognize a BPAS mechanism because the reconstruction of these units is **exempt** from either BPAS or RoGO, as the unit's existence preceded either of these mechanisms to control growth. Allowing the units to be transferred to the City of Marathon and recognizing their exemption from BPAS, will not set a precedent for other properties in Key Colony Beach because no ordinance is required to approve the transfer via the proposed Interlocal Agreement.

Attached to this letter are two documents. The first is the revised Interlocal Agreement proposal. The second is the preliminary Architectural plan for four single family homes that will be constructed with the approval of the Interlocal Agreement. Our client recognizes that Interlocal Agreements of this sort will require significant Key Colony Beach staff resources and time, if approved by the City of Key Colony Beach. This work by Key Colony Beach staff will entail meeting and negotiating with staff from the City of Marathon and the Florida Commerce Department, as well as with our client. Currently, there is no mechanism or fee structure for the review and processing of Interlocal Agreements in Key Colony Beach. Therefore, to defray City staff costs in this endeavor, and if a decision is made to proceed, our client will deposit up to \$100,000.00 in a restricted account to allow Key Colony Beach to cover its costs related to the processing of the Agreement.

Please schedule the discussion of this letter and concept at the next available Key Colony Beach City Council meeting. Thank you.

Sincerely and Respectfully



Donald Leland Craig AICP
Land Use Director

Sponsored by:

CITY OF KEY COLONY BEACH, FLORIDA

RESOLUTION 2024 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KEY COLONY BEACH, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARATHON AND THE CITY OF KEY COLONY BEACH TO ALLOW THE TRANSFER OF EIGHTEEN (18) BUILDING RIGHTS FOR EIGHTEEN (18) MARKET RATE RESIDENTIAL UNITS

WHEREAS, the City of Key Colony Beach (“Key Colony”) has allocated twenty-two (22) permanent residential building rights and density to a parcel(s) known as 721 West Ocean Drive in Key Colony (“721 Property”); and

WHEREAS the contracted buyer of the 721 Property, Mr. Luis Alonso wishes to transfer eighteen (18) of the twenty-two (22) building rights to the jurisdiction of the City of Marathon (“Marathon”) for use at one or more sites in Marathon, yet to be determined; and

WHEREAS, the City of Key Colony Beach, which neighbors Marathon, wishes to reduce the density on the 721 Property in Key Colony to generally meet the goals of reducing automobile traffic impacts in Key Colony and to use the 721 Property in a way that is more compatible with neighboring properties; and

WHEREAS Marathon wishes to obtain building rights for vacant buildable lots in Marathon for which there are not enough to satisfy demand to build on such lots; and

WHEREAS, both Key Colony and Marathon recognize these residential building rights will not increase hurricane evacuation times because these units were accounted for in the 2012 Interlocal Agreement signed by all jurisdictions in the Florida Keys and the State of Florida.

WHEREAS Key Colony and Marathon desire to enter into an interlocal agreement to effectuate the transfer of the said building rights assigned to the 721 Property.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. The interlocal agreement between the City of Marathon and the City of Key Colony Beach for the transfer of the building rights and density assigned to the 721 property as described and verified in the composite Exhibit “A”, attached hereto, together with non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

Section 3. The City Manager is authorized to execute the agreement on behalf

of the Key Colony Beach.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Key Colony Beach, Florida, this 19th day of May 2024.

**THE CITY OF KEY COLONY
BEACH, FLORIDA**

Mayor _____

YEAS:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

(City Seal)

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

City Attorney



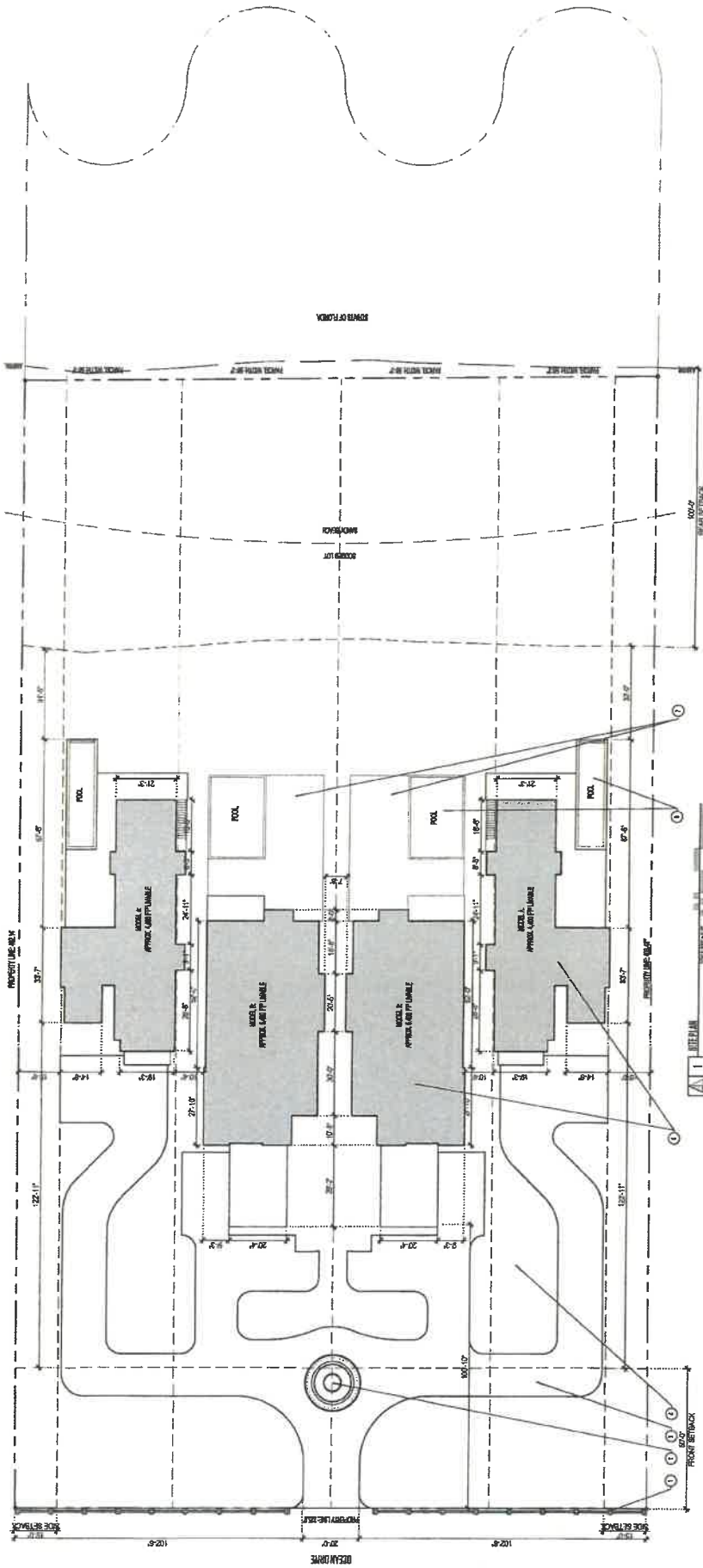
PRELIMINARY DESIGN OPTIONS FOR:

LAS TERRENAS

721 WEST OCEAN DRIVE

KEY COLONY BEACH, FL, 33051





SITE PLAN KEY NOTES	
①	PROPERTY FENCE
②	SECURITY FENCE
③	PROPOSED POOL WITH SPA TUB
④	PROPOSED POOL WITH SPA TUB
⑤	PROPOSED POOL WITH SPA TUB
⑥	PROPOSED POOL WITH SPA TUB
⑦	PROPOSED POOL WITH SPA TUB
⑧	PROPOSED POOL WITH SPA TUB

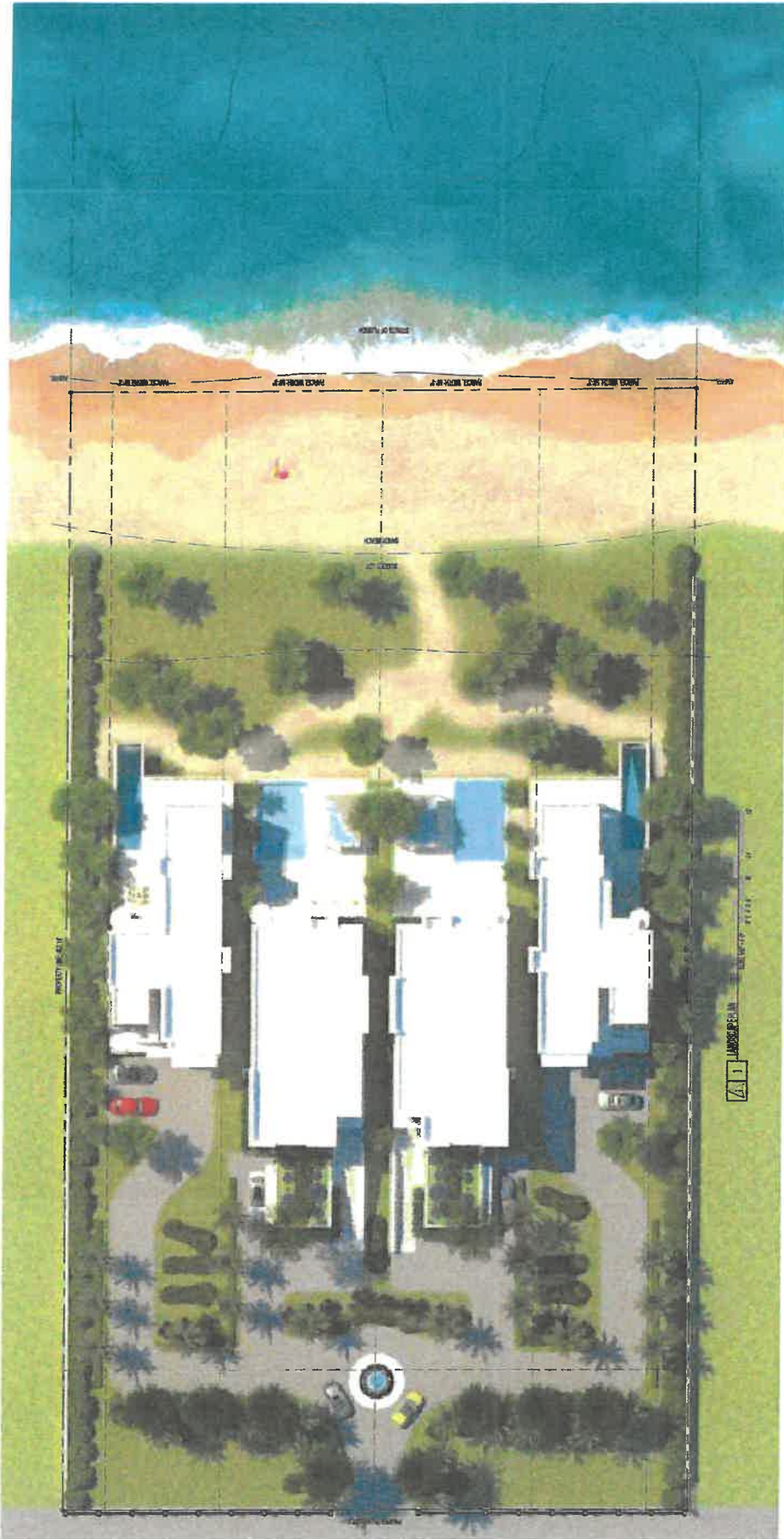
LOT COVERAGE CALCULATIONS			
FORMA	TOTAL LOT AREA	TOTAL LOT AREA	TOTAL LOT AREA
FORMA	TOTAL LOT AREA	TOTAL LOT AREA	TOTAL LOT AREA
FORMA	TOTAL LOT AREA	TOTAL LOT AREA	TOTAL LOT AREA
FORMA	TOTAL LOT AREA	TOTAL LOT AREA	TOTAL LOT AREA
FORMA	TOTAL LOT AREA	TOTAL LOT AREA	TOTAL LOT AREA

SETBACK REQUIREMENTS		
LOCATION	PROPOSED	PROPOSED
FRONT YARD	20'-0"	20'-0"
REAR YARD	20'-0"	20'-0"
SIDE YARD	20'-0"	20'-0"
MIN. YARD	20'-0"	20'-0"

PROPERTY INFORMATION	
PROPERTY ADDRESS	142 COLONY BEACH, R. 2021
NET LOT AREA	114,688 SQ FT (2.63 AC)
PROPOSED COMPOUND	5,237 SQ FT
PROPOSED LOT COVERAGE	4.57% (PT 3) 3.9%
PROPOSED PERMANENT AREA	4,729 SQ FT (0.11 AC)
LEGAL DESCRIPTION	LOT 8.2.8.8 WEST COLONY BEACH, R.
TAX MAP	110



LAS TERRENAS - 721 WEST OCEAN DRIVE
SITE PLAN



LAS TERRENAS - 721 WEST OCEAN DRIVE
LANDSCAPE PLAN





LAS TERRENAS - 721 WEST OCEAN DRIVE
RENOVATIONS





LAS TERRENAS - 721 WEST OCEAN DRIVE
RENDERINGS





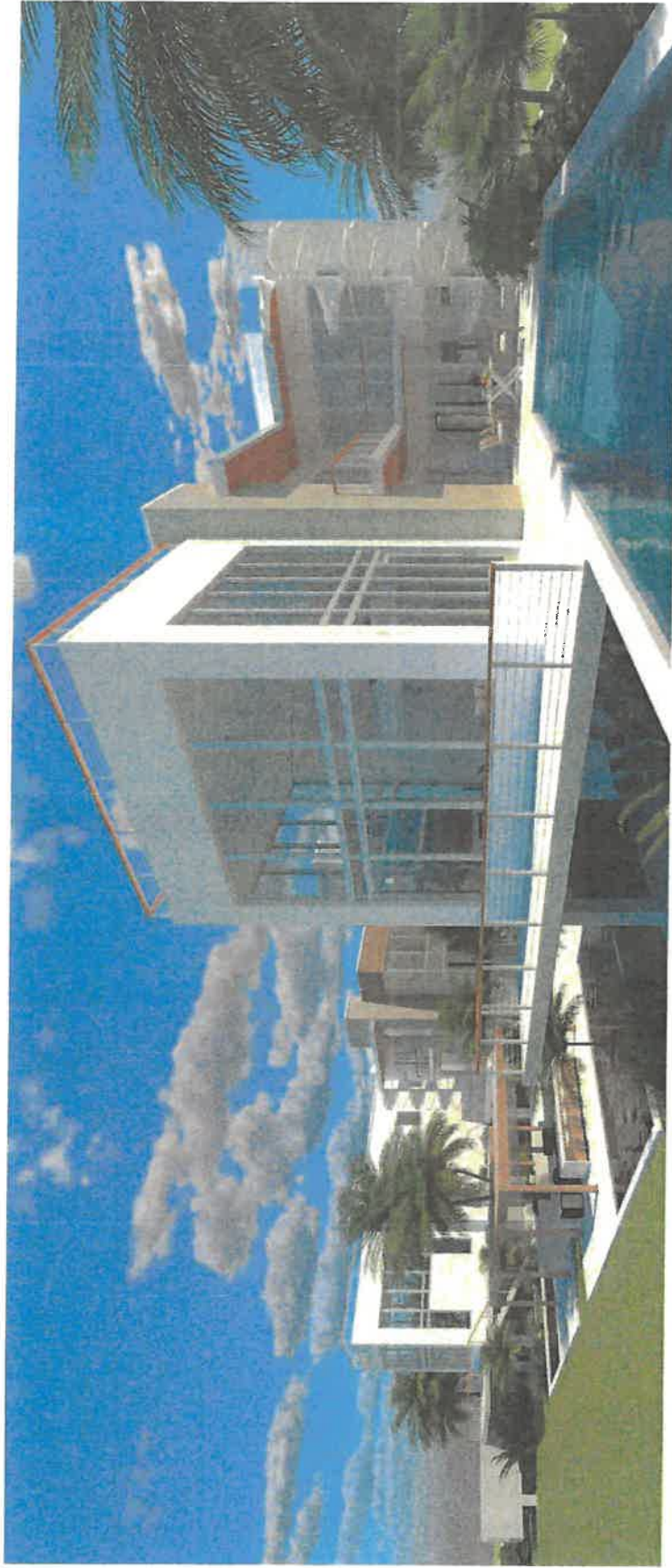
LAS TERRENAS - 721 WEST OCEAN DRIVE
RENDERING





LAS TERRENAS - 721 WEST OCEAN DRIVE
RENDERINGS





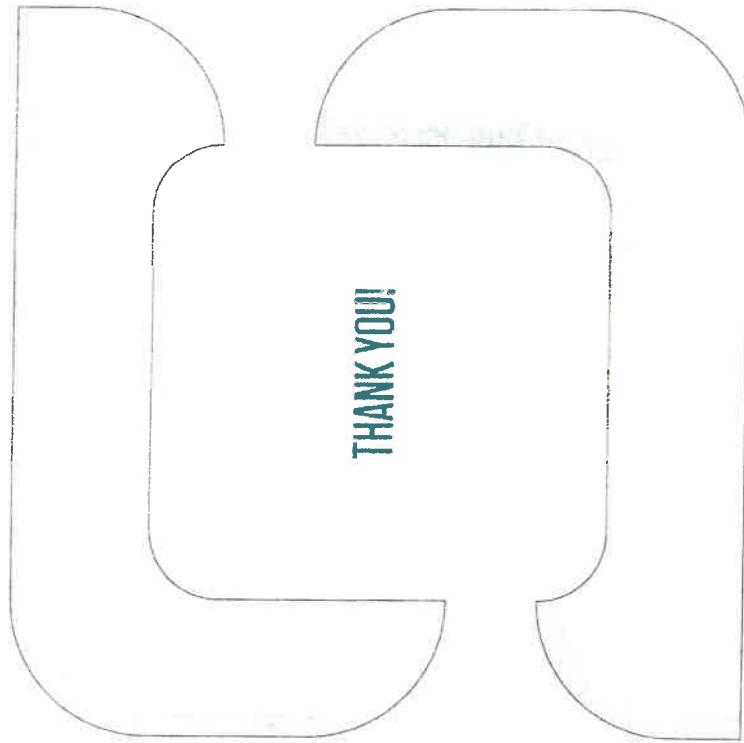
LAS TERRENAS - 721 WEST OCEAN DRIVE
RENDERINGS





LAS TERRENAS - 721 WEST OCEAN DRIVE
RENDERINGS





LAS TERRENAS - 721 WEST OCEAN DRIVE
BACK COVER



Silvia Gransee

From: judy burgett <judyburgett@hotmail.com>
Sent: Monday, May 20, 2024 9:13 AM
To: Elynn; Silvia Gransee; Boo1936@gmail.com
Subject: [External] Equitable billing

Dalton and I support equitable water/sewer billing for Key Colony Beach and based on usage. Thank you. Judy Burgett
Sent from my iPhone

Silvia Gransee

From: D K <kkoos@myfairpoint.net>
Sent: Sunday, May 19, 2024 10:01 AM
To: KCB Mayor; Doug Colonell; Tom DiFransico; Freddie Foster; Tom Harding; Silvia Gransee
Cc: D
Subject: [External] Time to do away with flat rate sewer billing 📧

Hi All,

I wanted to voice my support for the idea of going to a sewer billing system based on usage rather than the connection.

We do not rent our home here in KCB (another personnel point of discontent as many "homes" are commercial ventures). We are aware that for the past 14 years we have been subsidizing our neighbors who operate weekly rental businesses..... And have homes much larger than our 2 bedroom.

Should you all agree to move forward with this change, please consider a provision for homeowners to install a meter on their landscaping watering systems to allow that usage to be subtracted from the sewer billing.

Honestly, just a good common sense idea that's time has come...

Best and Thanks for all you do to make KCB what it its!!

Doug Koos
341 11th St

MINUTES
KEY COLONY BEACH CITY COMMISSION
TOWNHALL MEETING
Monday, April 15th 2024 – 9:30 am
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call: The Key Colony Beach Townhall meeting was called to order by Mayor Joey Raspe followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Doug Colonell. **Absent:** Commissioner Tom DiFransico. Also present: Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Public Attendance: 11

- 2. Monroe County Vulnerability Assessment Project for Key Colony Beach (1st Public Hearing)**
- a. Presentation by Erin Deady, PA
 - b. Questions/Comments by the Commission & Public

Erin Deady, Attorney and Urban Planner for Monroe County introduced herself to the Commission and gave her presentation on the Vulnerability Assessment Study. Erin Deady informed on the CRS Community Rating System through FEMA and the effort to maintain or to increase the CRS score. Erin Deady further informed for the city to have worked with the County over the last several years to obtain and understand elevation data and how flooding impacts roads. Erin Deady reported to be the project manager for the Vulnerability Assessment and also to help with the City's Comprehensive Plan in the Coastal Element. Erin Deady informed for the project to be fully funded by the State of Florida and continued explaining the grant planning process, required tasks, and work products. Erin Deady spoke on the general elements of the Vulnerability Assessment, including the meaning of exposure analysis, sensitivity, and adaptive capacity.

Erin Deady gave statutory framework requirements and spoke about the mandatory components of the assessments for Florida and the required assets that need to be looked at. Erin Deady informed of the requirement of the Vulnerability Assessment to apply to future grants, and to help establish priorities and implement future policies. Erin Deady reported on initial mapping feedback, showed mapping examples, and informed on historic recordings and the requirements to include projections.

Erin Deady continued informing how the project aligns with other resiliency efforts and initiatives, and its association with grant funding. Erin Deady spoke on the need to identify projects and for applicants not to be eligible to apply for projects if not identified in a Vulnerability Assessment. Erin Deady gave a timeline on the conclusion of the assessment and asked for questions from the audience and Commission.

A resident asked about the need to elevate every building in the city with a sea level rise of 30 inches. Erin Deady explained for the city to have many low lying buildings and for the answer to possibly be yes. Erin Deady explained for this not to happen tomorrow and the reason for the assessment is to understand what the impacts might be and when.

Erin Deady confirmed the ability to receive questions from residents and Commissioners and further stated for maps to be published once available.

Commissioner Harding talked about his efforts to establish a database on rainfall events with the South Florida Water Management District with the intent to help with grant funding and understanding true data. Erin Deady stated to be aware of the project and happy to provide the city's data to the State.

Vice-Mayor Foster asked what other cities are included in the assessment. Erin Deady explained for the City of Key West to have started and for the City of Marathon to be about six month behind. Erin Deady further informed for the Village of Islamorada to be expected to finish in June and the County having completed the study three years ago.

Vice-Mayor Foster asked for the next allocation of funds. Erin Deady explained that funding requests are submitted July 1st to September 1st each year and the Department of Environmental Protection to evaluate grant applications and send to the State Legislators by December 1st of each year. Erin Deady gave estimations on funding expectations and for the demand to exceed the allocations that are made each year.

Commissioner Harding explained that the new modeling now incorporates storm surge and rainfall to assess if roads will still be accessible.

Florence Schmidt, KCB resident, asked about disclosure requirements for real estate transactions. Erin Deady explained for the program not to place requirements on homeowners and the purpose to be to understand the impact on roads.

Erin Deady informed on the upcoming Bill HB1049 which requires more specific disclosures for real estate actions, including discloser of insurance claims having been filed on flooding, and whether federal assistance has been received for a property. Erin Deady stated to believe for the bill to be signed.

There were no additional questions and Mayor Raspe informed for Erin Deady to be at the next Townhall meeting on May13th for Part 2 of her presentation.

3. The City Commission seeks input from residents on a recommendation from the Utility Board to change the methodology in billing from a flat rate to a water-in/water out assessment via FKAA.

Mayor Raspe introduced the agenda item and recommended to the Utility Board to present an actual number for homeowners to understand proposed changes. Mayor Raspe asked to create a model to bring back to the Utility Board for a recommendation to the City Commission. Mayor Raspe asked for input from the residents on how they feel about the proposed change. Mayor Raspe explained that the proposed change would include a flat fixed costs in addition to a flowrate compared to the current flat fee.

Larry Mills, 351 4th Street, gave concerns with the proposed change and the impact of cost on his irrigation system and the cost of the installation of an irrigation meter.

Commissioner Harding also cautioned on the possible impact on properties with pools.

A resident asked for clarification on what bill would be effected by the changes, the monthly FKAA or quarterly bill from the city.

Commissioner Harding explained that the monthly charges from the FKAA are based on water meter usage for potable water and the city's quarterly bill for wastewater charges. Commissioner Harding further explained the idea to be for all charges to come from the FKAA and no longer from the city. Vice-Mayor Foster explained the current billing and for the proposed changes not to negatively impact residents that are only here for a few months out of the year. Mayor Raspe spoke on available abatements for seniors, pools, and leaks, with a voluntary participation. Vice-Mayor Foster stated the city to be unique not to charge based on consumption and the change to make it more fair for people that are not here all year and are using less water. Commissioner Harding gave details on the available abatement for pool water use and the benefits of an irrigation meter.

Barbara Cisna, 690 11th Street stated to be in favor of the change for not having a pool and not being in the city all year.

4. The City Commission seeks input from residents on a suggested Solar Field at the Retention Pond by 7th Street and Shelter Bay

Mayor Raspe introduced the agenda item and asked for comments and questions. Vice-Mayor Foster confirmed with the City Clerk on citizen correspondence on the topic and his intentions to make the public aware of the proposed project. Vice-Mayor Foster informed that most of the correspondence received was not favorable and for the residents to have an opportunity to speak on this in order for the Commission to make a decision.

Steve Dingel, 721 8th Street, spoke on behalf of Scott Dingel, 731 Shelter Bay Drive, as well as his neighbor Luis Alonso, on 940 Shelter Bay Drive, and gave disagreement with the installation of a solar field directly across their houses. Steve Dingle stated for his family to have owned property and having been residents for over 45 years and having owned their property at 721 8th Street for 24 years and stated for the proposed project not to be in the best interest of the city. Steve Dingel cautioned on the loss of the tropical look and way of life, possible financial risks, and draining field concerns. Steve Dingel further spoke about the loss of green space for wildlife and the danger of a massive structure in a hurricane. Steve Dingel stated for the Key Largo plant to be very different with no residential homes in proximity and asked the Commission to consider not to move forward with the project.

Janie Byland, 72 7th Street, agreed with Steve Dingel comments and the opposition to solar panels in the retention pond. Janie Byland asked the Commission to revisit the idea of wetlands and the need for more green space in the city. Janie Byland offered to share information from a previous proposal in 2020.

Mayor Raspe informed that the idea for wetlands in the retention pond is being considered.

Commissioner Harding gave background on the Utility budget, electricity charges, and increase in power costs. Commissioner Harding informed of a power cost increase of 26% to about \$150,000.00 in the prior year and expectations of \$122,000.00 for this year. Commissioner Harding explained that rates have changed on a monthly basis and this to be an opportunity to supplement electric use with solar power. Commissioner Harding informed for funding to be readily available, job creations, and lower costs for the city. Commissioner Harding reported on communicating with the Key Largo Plant Manager Peter Rosasco and gave details on how much power the plant generates, maintenance, and warranties. Commissioner Harding further informed for the solar panels to be hurricane rated and suggested the idea of a demonstration program to do a pilot program. Commissioner Harding spoke on the opportunities of grant funding and having the support and resource of Peter Rosasco.

A resident informed on solar covered parking on all government buildings in his hometown in New York with no negative impacts.

Steve Dingel stated there to be many options to consider and there to be still a lot of questions for residents and the city to be answered. Steve Dingel cautioned on financial obligations and suggested a different awareness approach for the city.

Commissioner Harding agreed that misinformation was received on produced energy from Burke Energy and Infrastructure grants to be available through Federal funding as well as the State of Florida.

Mayor Raspe informed for the next Townhall meeting to be on May 13th, 2024.

Steve Dingel asked for clarification on the background of the discussion.

Commissioner Harding informed on an increase in electric cost of \$50,000 in the last year which was due to the increase in the supply in natural gas to Ukraine. Commissioner Harding stated for natural gas for Florida to come mainly from Texas and talked about variables for cost increases, purpose for cost savings, and agreed on a limited amount of space in the city for solar panels. Commissioner Harding recalled cost savings in 2017 with

the new plant and gave further thoughts on future costs increases and the ability to pay for them.

5. Next Townhall Meeting: Monday, May 13th, 2024 at 9:30 am

6. Adjournment: The meeting adjourned at 10:42 am.

Respectfully submitted,

Silvia Gransee

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION

PUBLIC HEARING

Thursday, May 16th, 2024 – 9:30 am

Located at Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer & Roll Call:** *The Key Colony Beach Public Hearing was called to order by Mayor Joey Raspe at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell. **Also present:** Assistant City Attorney Scott Black, Building Official Ed Borysiewicz, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, Planning & Zoning Chair George Lancaster.*

Public Attendance: 10

2. **Agenda Additions, Deletions, or Changes:** *None.*
3. **Citizen Comments & Correspondence:** *None.*
4. **Administration of Oath of Witnesses:** *City Clerk Gransee administered the Oath of Witness to all planning to testify.*
5. **Disclosure of Ex-Parte Communication:** *None.*
6. **Discussion/Approval for the installation of a 40,000 lb. cradle-style Boat Lift at the property located at 820 Shelter Bay Drive.**
 - a. **Presentation by the Building Department:** *Mayor Raspe introduced the matter and asked Building Official Ed Borysiewicz to elaborate. Building Official Borysiewicz spoke on the recommendation by the Planning & Zoning Board to approve the requested boat lift. Building Official Borysiewicz informed that the applicant requested a reduced size lift from 40,000 to 15,000 pounds and for all zoning and permitting requirements having been met. Building Official Borysiewicz recommended approval alongside the Planning & Zoning Board.*
 - b. **Statement by Applicant:** *City Clerk Gransee administered the Oath of Office to Trent Meier. Trent Meier, Permitting Engineer for the project, spoke on the request for approvals for a 40,000 and 15,000 pound cradle boatlift. Trent Meier explained the location and requested changes in the application and asked for approval for both boat lifts.*
 - c. **Planning & Zoning Board Recommendation – Chair George Lancaster**
 - i. *Meeting Minutes from April 17th, 2024*
 - ii. *Letter of Recommendation*

Chair Lancaster asked for confirmation for both boat lifts to be approved. Building Official Borysiewicz explained for both lifts were included in the documentation, however, for the Planning & Zoning Board not having approved the 15,000 pound lift. Building Official Borysiewicz asked Trent Meier to elaborate on the changes. Trent Meier explained that the decision to install the larger boatlift is still to be made but asked for approval ahead of the decision to help with future plans. Trent Meier gave further information on the design and placement of the lifts. Chair Lancaster asked if the scope of the application changes with the request for two lifts. Building Official Borysiewicz explained for both lifts were included in the original application but missed during the review process.

Chair Lancaster stated that the Planning & Zoning Board voted unanimously to approve the installation of the 40,000 pound boatlift and would see no reason for the 15,000 pound boatlift not having been approved as well. Chair Lancaster recommended approval for both lifts.

- d. **Commission Discussions:** Vice-Mayor Foster asked for clarification on the requested boatlifts. Chair Lancaster stated his belief for the same footprint which Trent Meier confirmed. Building Official Borysewicz confirmed to ensure the boatlift to follow the original footprint.

There was no further discussion.

- e. **Motion to approve, deny, or approve with conditions:** Mayor Raspe asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. **Other Business:** None.

8. **Adjourn:** The meeting adjourned at 9:40 am.

*Respectfully submitted,
Silvia Gransee
City Clerk*



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 6/3/2024
To: Honorable Mayor and City Council members
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager
Subject: May Month End Report

ALARM RESPONSES

	May
Fire Incidents	5
Hazardous Condition	5
Public Service	14
False Alarm Fire	10
Good Intent Call	4
EMS	110
Inter-facility Transfers	47
Total for Month:	195
Total Calls for Calendar 2024:	1056

<u>KCB BREAKOUT REPORT</u>	May
Fire Incidents	
Hazardous Condition	1
Public Service	
False Alarm Fire	
Good Intent Call	
EMS	5
Total for Month:	6

FIRE PREVENTION

	May
Fire Inspections	9
Fire Safety Plan Review	13
Vacation Rental Inspections	113
Occupational License Inspections	1
Annual Life Safety Inspections	0
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS

	May
Total Applications Processed	140
Vacation Rental Inspections	115
Total VR Fees Collected	\$118,425.00
Agent/Local Contacts Trained	16
Total VR Licenses Issued	112

OPERATIONS:

• Training:

- **Fire Officer Training:** All Fire Officers maintained daily incident management, continuing education.
- **EMS Training:** This month the Firefighters/Paramedics/EMTs completed training. This training includes monthly medication exercises, updated protocols, and an EMS equipment refresher. New employees completed their basic training for both front line and inter-facility transport.
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills.
- **Tactical Medic Program:** This month one (1) firefighters participated in 8-hours of SWAT Call Out with MCSO. The department has added two more swat medics to assist the Sherifs Office.
- **Combined Training:** Vector Solution software for all shifts, a total of 70 courses were taken, which totaled 36.27 hours of training.
- **Instructors on Staff:** We have a total of five instructors with live fire training certifications and seven EMS instructors.

BENEVOLENT FIREFIGHTER SERVICES

The May benevolent meeting was canceled in lieu of celebrating Chuck Kellenberger's 33 years as a volunteer at Marathon Fire Rescue. Chuck was the Vice President of the benevolent for the last five years and his wife, Paula was also a member. They are moving to South Carolina in June.

The next meeting will be at 6pm, Wednesday, June 19 with a spaghetti dinner. We will discuss the future of the benevolent and a potential membership drive.

INFORMATION

Storm season has started and is going to be another above average season. It is the highest count ever projected. You should already have your storm plans set in place. The first and foremost is your and your family's safety. Do not forget a plan for your pets. You should have your home and property prepared for the possibility of a storm hitting Marathon, have a supply of water and food, be prepared for loss of power and water. Take pictures and video of your property inside and out, keep it secure so you can have evidence for your insurance company. If you are asked to evacuate, please follow the instructions of Emergency Management. These decisions are not made lightly, it is for your safety.

Our Explorer program had a productive year with great students with the largest number of students experiencing a live fire burn and taking the state exam for their emergency medical response certificate. As the program continues to grow it not only provides our students with a career path but gives them a great base for safety and basic medical training. Thank you for supporting the program.

PUBLIC OUTREACH IN MAY:

ACTIVITIES ATTENDED IN MAY:

WEB EOC Training
KCB Meeting
City Council Meeting
Pension Board Meeting
Ladder Testing
End of School Party Sombrero Beach
MHS Cadet Live Burn

City Administrator Report

Attended

Beautification Committee meeting
Utility Board Meeting
Police contract negotiations (2)
Kids Fishing Derby Meeting
Legal meeting
Recreation Committee meeting
Townhall meeting
Safety Meeting with City Staff
Building Dept meeting
Commission meeting
Utility Board meeting
Planning and Zoning Board meeting

JUNE 2024
SAFETY MEETING AGENDA
Key Colony Beach Police Department

MEETING DETAILS

Date: 6/11/2023 *Time:* VIA Internet AM / PM *Recurring:* **YES / NO**
Location: PD Station *Dial-in Number:* NA *Meeting URL:* NA
Meeting Lead: Chief DiGiovanni *Other Speakers:*

ATTENDANCE

Sent to: Sgt. Buxton, Ofc. Niemiec, Ofc. Burden, Ofc. Buckwalter and Officer Bethard.

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_5_min

DISCUSSION: Wear your body armor.

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_15_min

DISCUSSION: -Body Armor

This discussion focuses on the importance of wearing your protective vest/body armor.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_5_min

Policy:

1012.3.1 USE

Generally, the required use of body armor is subject to the following:

- (a) Members shall only wear department-approved body armor.**
- (b) Members shall wear body armor any time they are in a situation where they could reasonably be expected to take enforcement action.**
- (c) Members shall wear body armor when working in uniform or taking part in department range training.**
- (d) Members are not required to wear body armor when they are functioning primarily in an administrative or support capacity and would not reasonably be expected to take enforcement action.**
- (e) Officers may be excused from wearing body armor when they are involved in undercover or plainclothes work that their supervisor determines could be compromised by wearing body armor, or when a supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.**

1. In those instances when body armor is not worn, officers should have reasonable access to their body armor.

4TH ITEM: RESOLUTIONS

_1_min

DISCUSSION: - The outer vest carriers allow the officer to remove their vest when in a secure location as in the office.

5TH ITEM: CONCLUSION

_1_min

DISCUSSION:
Wearing a vest has proven to save lives.



Key Colony Beach Police Department

Chief Kris I. DiGiovanni

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

Memo

To: Joey Raspe, Mayor

From: Chief Kris DiGiovanni

Ref: Memorial Day Weekend

Date: May 28, 2024

Mayor,

Memorial Day Weekend 2024 had no major occurrences. The officers remained busy with the following (Information represents police activity between Friday May 24 to Monday May 27, 2024):

- 5/24/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for an unsecure load.**
- 5/24/2024 – Traffic Stop – West Ocean Drive – Verbal warning for not wearing a seatbelt.**
- 5/24/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for not wearing a seatbelt.**
- 5/24/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for speed.**
- 5/24/2024 – Traffic Stop – Sadowski Causeway - Verbal warning for speed and a citation for not wearing a seatbelt.**
- 5/24/2024 – Traffic Stop - Sadowski Causeway – Citation for not wearing a seatbelt.**
- 5/25/2024 – 3 Traffic Stops– Sadowski Causeway – Verbal warning for speed.**
- 5/25/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for seatbelt, citation for NO DL Carried.**
- 5/25/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for failure to move over for law enforcement officer.**
- 5/25/2024 – Hazard – West Ocean Drive – Report of a male driving an excavator and having possible mental issues. Officer searched the entire city – negative contact with any such subject or excavator – negative violation.**

5/25/2024 – Assist Citizen – 600 West Ocean Drive – Question reference boat trailer parking.

5/25/2024 – Resource Check – Sadowski Causeway Bridge – No violations.

5/25/2024 – Traffic Stop – Sadowski Causeway – Verbal warning for not wearing a seatbelt.

5/25/2024 – Traffic Stop – Sadowski Causeway - Vehicle was at the dive center after investigating why they were at the business parking area, the officer received an alert in reference to their driver's license and the driver was not wearing a seatbelt. Verbal warning was issued for both violations.

5/26/2024 – Traffic Stop – US1 – Expired temp. tag on vehicle – Verbal warning issued.

5/26/2024 – Traffic Stop – Circle K – Verbal warning issued for speed.

5/26/2024 – Suspicious Vehicle – Sunset Park – Person camping in their vehicle – Verbal warning was issued reference the no camping rule – Officer provided information on local campgrounds – the subject left.

5/26/2024 – Resource Check – Sadowski Causeway Bridge – Subject did not have a valid FL fishing license – A citation was issued.

5/26/2024 – 2 Traffic Stops – Sadowski Causeway – No seatbelt – citations issued.

5/26/2024 – Harassment – Key Colony Point – 5 subjects from the Continental Inn trespassed onto the property and were in the pool, when the manager confronted them, they argued with her. The subjects were gone when the police arrived on-scene. The subjects were unable to be located.

5/26/2024 – Loud Music – 431 8th Street – The reporting party advised that there was music coming from a vessel – Officer contacted the subjects, and the music was turned down. A verbal warning was issued for the loud noise.

5/26/2024 – Traffic Stop – Sadowski Causeway – The vehicle had the wrong license plate attached to it. A citation was issued for the tag not being assigned to that vehicle.

5/26/2024 – Traffic Stop – Sadowski Causeway – A vehicle was speeding. The officer issued a verbal warning for the speed and a citation for the driver having a suspended driver's license.

5/26/2024 – Traffic Stop – Sadowski Causeway – The officer issued the driver a verbal warning for no seatbelt and speeding. The officer issued a citation for NO DL carried.

5/27/2024 – 2 – Traffic Stops – Sadowski Causeway – verbal warnings for speed and no seatbelt for both traffic stops.

Boat Patrol: 5/25/2024: 10 hours.

-8 Vessel Safety Checks

-Assisted Border Patrol with a green vessel, FL2134KK at 290 10th.

5/26/2024: 10 hours.

-6 Vessel Safety Checks

-Disturbance at Sparky's Landing while on the patrol boat – Officer handled 2 subjects involved in a verbal altercation.

-Assisted MCSO with a male passed out at Sparky's Landing.

5/27/2024: 10 hours.

-3 Vessel Safety Checks

-Vessel investigation in Bonefish Bay – Vessel has no registration numbers properly displayed. Info will be relayed to FWC.

5/28/2024: 6 hours.

-Follow-up for boat activity

-Clean and re-fuel patrol vessel.

Medical Call: 1

Watch Orders: 5

Assist Other Agency: 6

The above police activity, patrols, and other daily tasks which were not listed, were performed by 3 full time KCBPD Officers, 1 light duty KCBPD Sergeant and 1 KCBPD Reserve Officer. Overall, Memorial Day Weekend was successfully handled by the Key Colony Beach Police Officers, as expected.

Respectfully,

Kris DiGiovanni

Chief of Police

Key Colony Beach Police Department



**Commission Meeting Report Outline
Key Colony Beach Police Department
May 16, 2024, to June 13, 2024**

A. REPORTS

1. 5/21/2024

Report Number KCB24OFF000012

Sadowski Causeway

Traffic Stop

Result: NTA Issued for DWLS W/Knowledge

2. 5/29/2024

Report Number: KCBP24OFF000013

210 4th St

Criminal Mischief

Result: Ongoing Investigation

3. 5/30/2024

Report Number KCBP24OFF000014

600 W Ocean Dr

Fraud

Result: Ongoing Investigation

4. 6/02/2024

Report Number KCBP24OFF000015

401 E Ocean Dr

Business Trespass

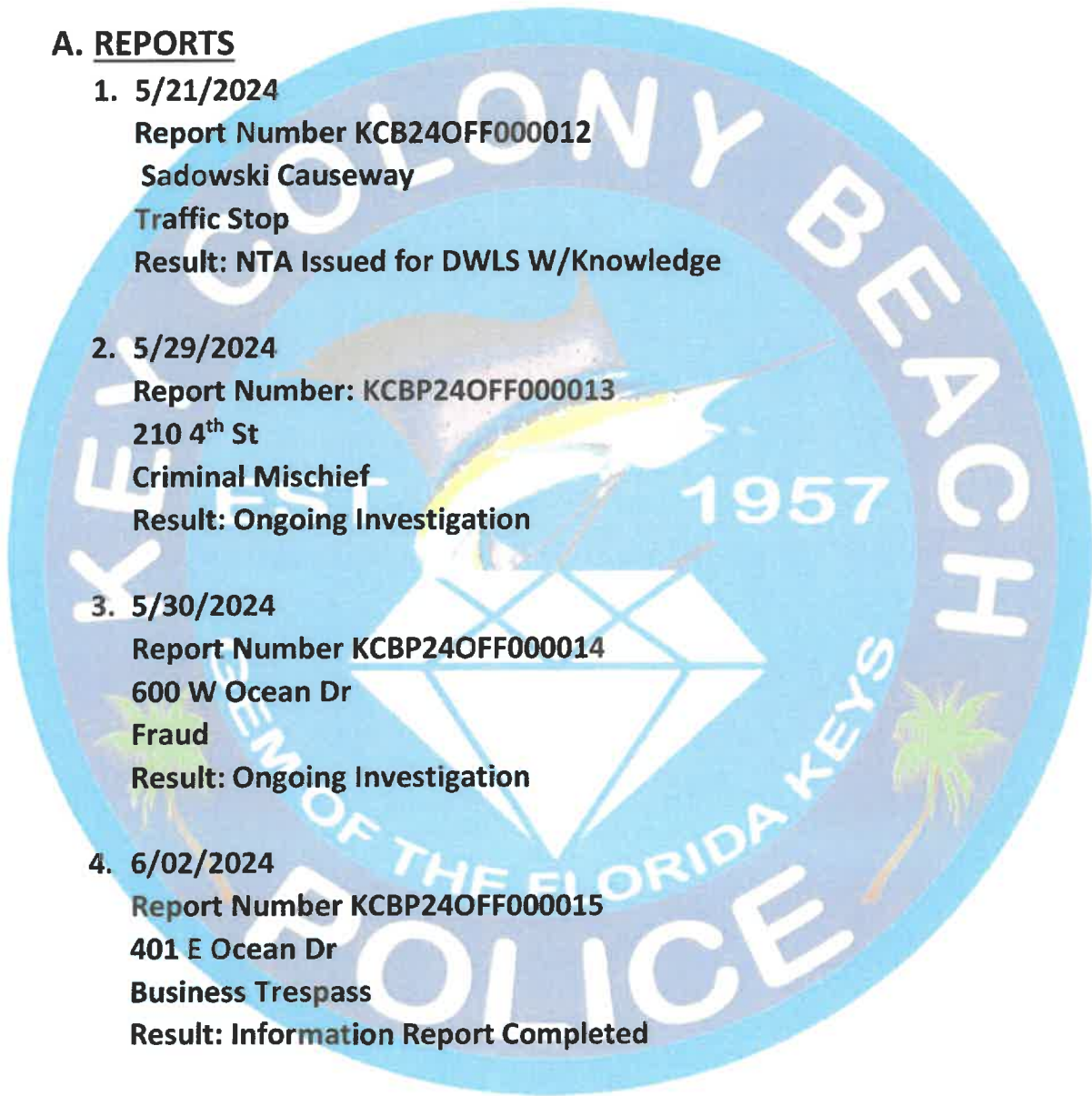
Result: Information Report Completed

5. 6/06/2024

Report Number KCBP24OFF000016

401 E Ocean Dr

Assist Business



Result: Subject arrested for Battery on LEO as well as multiple other charges.

B. MEDICAL/ALARM CALLS

Total Calls: 3

C. CALLS FOR SERVICE

Total Calls: 30

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 48

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

Total: 17

F. CITATIONS/WARNINGS

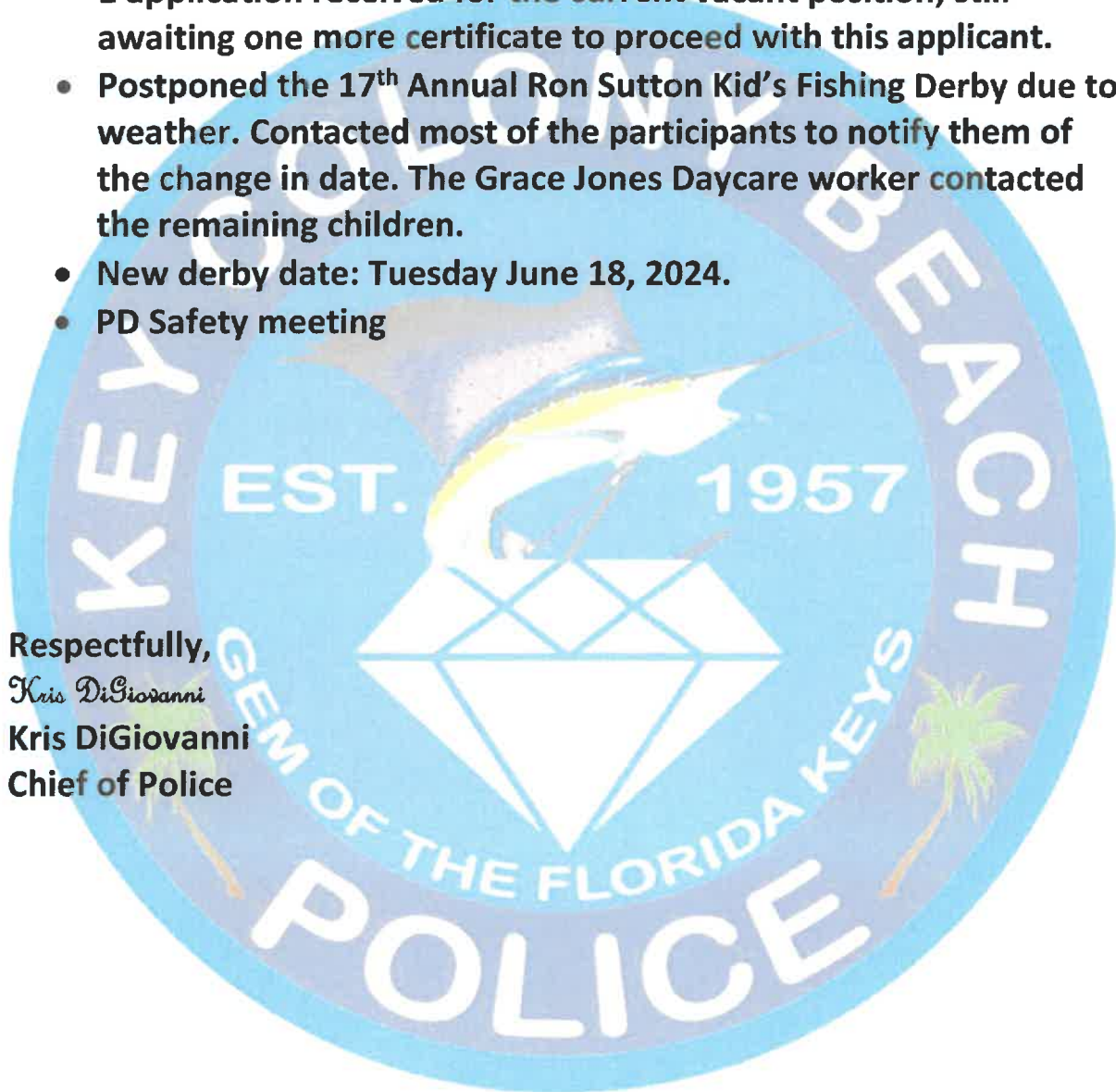
- 1. Traffic Citations: 11**
- 2. Traffic Warnings: 38**
- 3. Code Citations: 0**
- 4. Code Warnings: 3**

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

- **Kid's Fishing Derby Meetings and prep for the Derby. (Purchasing items, requested donations, building bicycles, etc.)**
- **Lunch with Vice Mayor Foster and City Manager George Garrett reference the Derby.**
- **May 29, 2024, Met with the PBA Attorney and two representatives from the police department in reference to the contract.**
- **Received the Department firearms and new ammunition**
- **Memorial Day Weekend Report, See attached.**
- **Ordered Disaster Preparedness supplies with the help of Mike (PW) and Ed (Building).**

- **Attended two Sheriff's staff meetings.**
- **KCBPD Officers have been working on current and past cases for the State's Attorneys Office.**
- **Sgt. Buxton is still on light duty.**
- **1 application received for the current vacant position, still awaiting one more certificate to proceed with this applicant.**
- **Postponed the 17th Annual Ron Sutton Kid's Fishing Derby due to weather. Contacted most of the participants to notify them of the change in date. The Grace Jones Daycare worker contacted the remaining children.**
- **New derby date: Tuesday June 18, 2024.**
- **PD Safety meeting**

Respectfully,
Kris DiGiovanni
Kris DiGiovanni
Chief of Police



The City of Key Colony Beach along with the City of Marathon present the 17th Annual



Sponsored by the Key Colony Beach Fishing & Boating Club

June 12, 2024

8 am to 3 pm

Kids from ages 6 to 14 are invited for a 1/2 day fishing trip off the shores of Key Colony Beach on the MARATHON LADY fishing boat. Spots limited to the first 50 kids.



You must register ahead of time by June 10, 2024

Look for registration forms at City Hall, 600 West Ocean Drive, Key Colony Beach.

Lunch to be provided at the Key Colony Inn around 2pm, followed by prizes for the biggest catch.

For more information please contact:
Chief Kris DiGiovanni, KCBPD at 305-289-1212, ext. 1

17th Annual Ron Sutton Memorial Kid's Fishing Derby will be held on June 12, 2024.



Officer Buckwalter hands out water rules and regulations to local boating and rental businesses.



Memorial Day Weekend 2024.

Officer Bethard patrols KCB during



Officer Bethard "Never Forgets" those who have served and "laid down their life for this country".





Officer Burden joins Florida Highway Patrol, and Monroe County Sheriff's Office in the National Click It or Ticket wave. Sgt. Buxton keeps KCBPD in competition with other agencies throughout the State of Florida by reporting all our enforcement efforts each reporting period.



Officer Niemiec and Deputy Daniels (MCSO), return 2 wondering pups from US-1 back to their owners.

**Building Department Staff Report
Report for June 2024 – City Commission Meeting**

Building Administrative Assistant - Samantha Rodamer

- ❖ Old gazebo has been demolished & new tiki erected in its place.
- ❖ Various correspondence with Florida Commerce for perspective buyers and requesting information on the vacant condominium lot located at 721 W Ocean Drive.
- ❖ Successfully trained and took over the role of scheduling all vacation rental inspections.
- ❖ Completed various Contractor Registrations.
- ❖ Aided contractors with permit related questions.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Applied for 4 permits for contractors without computer access.
- ❖ Accepted multiple permit payments.
- ❖ Issued 51 Building Permits.
- ❖ Closed out 56 Building Permits
- ❖ Virtually attended the Town Hall Meeting via Zoom on 05/13/2024.
- ❖ Virtually attended the Beautification Committee Meeting via Zoom on 05/14/2024.
- ❖ Scheduled 104 Vacation Rental Safety Inspections for June 2024.
- ❖ Attended May & June Safety Meetings.
- ❖ Issued Certificate of Occupancy for 261-271 2nd Street.
- ❖ Began the process of scheduling July safety inspections.
- ❖ Input 35 vacation rental safety inspections into CitizenServe.

Code Enforcement Officer & Fire Safety Inspector - William Dominick

- ❖ Performed approximately 150 Fire Safety inspections
- ❖ Issued several citations for,
 - Garbage can violations
 - Trailer parking violations
- ❖ Responded to several complaints between 908-918 W Ocean neighbors
- ❖ Contacted owner of 211 9th street and started daily fines for property maintenance

Upcoming

06-20-2024 City Commission Regular Meeting

07-17-2024 Planning & Zoning Meeting

07-18-2024 City Commission Meeting

Public Works Staff Report
Report for June 20th, 2024 – City Commission Meeting

- Removed tennis windscreens and stored them for season.
- Installed shade over picture window at Marble Hall.
- Made hurricane shuttering and flood panel toolbox kit for Marble Hall.
- Rehung pictures, reinstalled faceplates, and fixtures after the interior painting of Marble Hall.
- Coordinated yearly storm drain cleaning with Atlantic Pipe Services.
- Scheduled hourly and yearly maintenance of Kubota M62 Tractor and 38KW generator.
- Completed Public Works FY 24/25 budget proposals.
- Organized Public Works irrigation inventory and placed order for golf course needs.
- Replace damaged tennis/pickleball bathroom vanity with ADA compliant sink.
- Completed citywide excess sign removal project.
- Scheduled the repair of vessel exclusion buoy #9, (Key Colony Point).
- Citywide storm debris cleanup after significant rain event.
- Worked with Chief DiGiovanni on Emergency preparation purchases.
- Continued with certification process for Key Colony Beach becoming eligible for Federal Highway Grants.
- Ordered and replaced staff parking signs at Marble Hall.
- Contracted coconut pruning with Brightview, completed pruning and hedging of Sunset Park, pickleball courts and wastewater treatment plant in house.
- Assembled memorial bench and plaque.
- Replaced casters on blue staff chairs in Marble Hall.
- Repaired rear Post Office stucco, cleared vegetation and installed gravel along drip edge for proper drainage.
- Cemented ground anchors for generator diesel tank.
- Repaired Stormwater drain lip on 10th street.
- Removed old posts and lattice in waterfront garden and planted yellow mandevilla for the Beautification Committee.
- Completed bimonthly irrigation inspections and repairs.
- Removed exotic invasive scaevola bush around stop sign at the corner of Coral and Clara.
- Prepared Marble Hall rear double door for painting.
- Dug an inspection core of the basketball court for the Building Department.
- Replaced the water fountain pump at Gazebo Park.
- Replaced men's toilet ADA, Marble Hall.
- Shortened swing chains to compensate for the new playground mat height at East Park (this infraction was found through our monthly playground inspections).
- Replaced photocell for lamp posts at East Park.

Thank you,

Mike Guarino

Public Works Department Head

**SAFETY MEETING AGENDA FOR
City of Key Colony Beach**

MEETING DETAILS

Date 6/12/24 Time: 7am AM PM Recurring: Yes No
Location: Shop Dial-in Number (if any): Meeting URL (if any):
Meeting Lead: Mike Grunio Other Speakers:

ATTENDANCE

Attendees: Mike, Esteban & Damon

Absentees: Jesse

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

min

DISCUSSION: Hand signals for dirt movers

2ND ITEM: ADDRESS SAFETY TOPIC(S)

min

DISCUSSION: Watched video

3RD ITEM: ROUND-ROBIN FOR QUESTIONS / CONCERNS

min

DISCUSSION: None

4TH ITEM: RESOLUTIONS

min

DISCUSSION: Make sure you have line of sight w/ the operator.

5TH ITEM: CONCLUSION

min

DISCUSSION: Make sure message is received

City Hall Staff Report
Report for June 20th, 2024 – City Commission Meeting

City Clerk Silvia Gransee

- Executed a Release of Lien for the property at 300 3rd Street. The property came into compliance within the prescribed time frames and no fines were assessed.
- The Title VI Non-Discrimination Program Plan was added to the City's website and posted at City Hall.
- The Bricks and Mortar Application for additional funding for the Pickleball Courts was submitted and the TDC will review the request on Wednesday, June 26th. Vice-Mayor Foster and Building Official Borysiewicz will be attending the meeting via Zoom.
- The 1st Street Park grant is in the close-out process pending on one final invoice payment.
- Public Notice and advertising was provided for Ordinance 2024-490: An increase in the annual Stormwater assessment, as well as the posting of the Business Impact Statement, were completed.
- Prepared for the Utility Board meetings on May 20th and June 13th. The Board agreed to change the monthly meeting date to every second Thursday a month to expedite recommendations to the City Commission. The meeting set for June 13th was cancelled due to an unforeseen personal matter of one of the board members.
- The Planning & Zoning Board agreed to change their monthly meeting date to the second Monday in the month starting in August.
- The sewer bid was resolicited and I continued answering questions on DemandStar with the support of Dave Evans and Assistant City Attorney Scott Black. The sewer bid opening is scheduled for June 26th at 9:30 am. The meeting is open to the public. The Utility Board will make a recommendation to the City Commission on July 11th, 2024.
- The WRF UV Tank Rehabilitation bid will be released June 18th with a planned bid opening on July 25th, 2024.
- I attended the quarterly Monroe County Clerks Association meeting on June 3rd which hosted the candidates for the Supervisor of Elections Office.
- I completed the required FDOT training necessary for the transportation grant application.
- I attended the monthly legal meeting on June 5th.
- I completed the safety meeting on June 11th with emphasis on his year's hurricane season and staff suggestions for improvements in preparation.
- The Annual FLC conference is being held in August. To date, Commissioner Harding and Vice-Mayor Foster have been signed up for the conference and hotel reservations have been made.
- Attended the first budget meeting with Commissioner Harding and City Accountant Jen Johnson. The FY24/25 Budget Calendar is on the agenda for review and approval.
- Started enrollment of interim Building Official Tony Loreno.
- Staff is continuing to reach out to residents to enroll in ACH deductions. We currently have 518 Wastewater accounts setup for ACH, out of 1,052 total accounts.

I will be out of the office June 21st to Jun 28th. I will be coming in on the 26th and will be available remotely the remainder of the week for pressing matters.

Administrative Assistant Cheryl Baker

- Uploaded various meeting minutes to the city website.
- Moved storage in bathroom to another room for better access.
- Post daily check postings in QB's.

- Issued boat trailer licenses for short term renters.
- Manage Sunset Park Weddings and collection of required forms and payments.
- Manage the Memorial Bench purchases for residents.
- Updated bench and table prices with and without plaques on website.
- Collect and distribute mail & manage the phones.

Administrative Assistant Tammie Anderson

- Presented Property Management Class on 6/4/24.
- Processed 63 new ACH accounts for Wastewater billing.
- Entered 73 completed Rental/Business License safety inspections into CitizenServe.
- Processed 6 property transfers and collected \$900 in transfer fees.
- Processed 10 property inquiries and collected \$300 property inquiry fees.
- Emailed Vacation Rental Renewal letters to all Property Owners, Property Managers and Local Contacts



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

Date: 06-11-2024

Time: 12:30 pm

Present: Interim Building Official Tony Lorenzo, Silvia Gransee, Cheryl Baker, Tammie Anderson, Willy Dominicak, Samantha Rodamer.

Absent: Building Official Ed Borysiewicz, Mayor Joey Raspe.

1. Review/Follow-up from previous meeting:

Tony Lorenzo introduced himself and gave a brief professional background.
Silvia reviewed the last safety meeting.

2. New Items for Discussion:

Silvia informed about Wilscott's policy on storm preparations and the city being responsible for any additional securing of the trailers. Silvia further informed on IT having recommended to keep the servers in the trailer to not interfere with QuickBooks usage. The group discussed the use of flash drives for emergency backup during a storm and what items are important to have access to. Tony asked about Citizenserve's ability to provide backup and access to the city's database. The group further talked about the use of remote access and the need for the server being up and running.

3. To-Do's:

Review department & personal hurricane check list.
Cheryl to follow up with IT on what type of flash drive to purchase.
Tammy to follow up with CitizenServe on cloud backup.
Silvia to reach out to Jen on storm preparedness and the Mayor on remote access.

The meeting adjourned at 1:00 pm.

Silvia Gransee

City Clerk



Invoice

Lanier Plans, Inc dba KorKat
 221 Cable Industrial Way
 Carrollton, GA 30117
 770-214-9322

Date 10/25/2023 Invoice # K21316

PLAYGROUNDS & SITE AMENITIES

Date Received 5-22-2024
 Payment Warrant _____
 Paid By Check # _____
 Date _____

Bill To

City of Key Colony Beach
 POB 510141
 Key Colony Beach, FL 33051

Ship To

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

Charge To: # 24071 1st St. Park

P.O. Number	Terms	Rep	Ship	Due Date
		WC	4/10/2024	5/29/2024

Item Code	Quantity	Description	Price Each	Class	Amount
REMOVAL	1	SURFACING ESTIMATE REMOVAL OF 4" EXISTING STONE	4,600.00	City of Key Colony ... City of Key Colony ...	4,600.00
EPDM	1	PLAYGROUND AREA EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 1,024 CRITICAL FALL HEIGHT @ 8' RUBBER TO BE A TOTAL HEIGHT OF 3-1/2" SBR BASE @ 3" EPDM CAP @ 1/2" SUB-BASE OF 4" COMPACTED STONE PROVIDED AND INSTALLED BY KORKAT	18,258.00	City of Key Colony ... City of Key Colony ...	18,258.00
EPDM	1	BUCKET SEAT SWING AREA EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 646 CRITICAL FALL HEIGHT @ 8' RUBBER TO BE A TOTAL HEIGHT OF 3-1/2" SBR BASE @ 3" EPDM CAP @ 1/2" SUB-BASE OF 4" COMPACTED STONE PROVIDED AND INSTALLED BY KORKAT	11,850.00	City of Key Colony ... City of Key Colony ...	11,850.00
		BELT SEAT SWING AREA		City of Key Colony ... City of Key Colony ...	

Thank you for your business.

Phone #	Fax #	E-mail
770-214-9322	770-214-9323	GinaS@KorKat.com

Total
Payments/Credits
Balance Due
Deposit Due



Invoice

Lanier Plans, Inc dba KorKat
 221 Cable Industrial Way
 Carrollton, GA 30117
 770-214-9322

Date 10/25/2023 Invoice # K21316

PLAYGROUNDS & SITE AMENITIES

Bill To

City of Key Colony Beach
 POB 510141
 Key Colony Beach, FL 33051

Ship To

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

P.O. Number	Terms	Rep	Ship	Due Date
		WC	4/10/2024	5/29/2024

Item Code	Quantity	Description	Price Each	Class	Amount
EPDM	1	EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 674 CRITICAL FALL HEIGHT @ 8' RUBBER TO BE A TOTAL HEIGHT OF 3-1/2" SBR BASE @ 3" EPDM CAP @ 1/2" SUB-BASE OF 4" COMPACTED STONE PROVIDED AND INSTALLED BY KORKAT	12,325.00	City of Key Colony ...	12,325.00
EPDM	1	TIKI HUT AREA EPDM AS FOLLOWS: TOTAL SQUARE FOOTAGE @ 100 CRITICAL FALL HEIGHT @ 0' RUBBER TO BE A TOTAL HEIGHT OF 1/2" EPDM CAP @ 1/2" SUB-BASE OF 4" COMPACTED STONE PROVIDED AND INSTALLED BY KORKAT	3,675.00	City of Key Colony ... City of Key Colony ... City of Key Colony ...	3,675.00
PERMITTING	1	MINIMUM PERMITTING FEE - PERMIT FEES (WHICH COULD INCLUDE ADDITIONAL ENGINEERING COSTS, SITE PLANS OR PERMIT RUNNER FEES) OVER \$1,200.00 WILL BE THE RESPONSIBILITY OF THE CUSTOMER WITH PROOF OF RECEIPTS FOR ALL CHARGES.	1,200.00	City of Key Colony ... City of Key Colony ...	1,200.00
FREIGHT	1	SHIPPING & HANDLING NOTE: CUSTOMER WILL PROVIDE DUMPSTERS FOR SPOILS	2,614.00	City of Key Colony ... City of Key Colony ... City of Key Colony ... City of Key Colony ...	2,614.00

Thank you for your business.

Phone #	Fax #	E-mail
770-214-9322	770-214-9323	GinaS@KorKat.com

Total
Payments/Credits
Balance Due
Deposit Due



Invoice

Lanier Plans, Inc dba KorKat
 221 Cable Industrial Way
 Carrollton, GA 30117
 770-214-9322

Date 10/25/2023 Invoice # K21316

PLAYGROUNDS & SITE AMENITIES

Bill To

City of Key Colony Beach
 POB 510141
 Key Colony Beach, FL 33051

Ship To

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

P.O. Number	Terms	Rep	Ship	Due Date
		WC	4/10/2024	5/29/2024

Item Code	Quantity	Description	Price Each	Class	Amount
		NOTE: CUSTOMER IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF EXISTING SURFACING		City of Key Colony ...	
		NOTE: CUSTOMER IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF EXISTING TIMBERS		City of Key Colony ...	
		NOTE: CUSTOMER IS RESPONSIBLE FOR PROVIDING RECEPTACLE FOR SPOILS, TO BE USED TO FILL POTHoles/LOW AREAS THROUGHOUT THE CITY		City of Key Colony ...	
		KORKAT CONTACT WAYNE CARRELS 561-632-1908 WayneC@KorKat.com		City of Key Colony ...	
		WAYNE'S ASSISTANT MARSHA DARLINGTON 678-953-5432 MarshaD@KorKat.com			
NOTE EPDM		PRICE INCLUDES RUBBER, BINDER AND INSTALLATION OF. ALL EPDM IS 50/50 COLOR BLEND WITH BLACK UNLESS NOTED. SOLID COLORS OR MULTIPLE COLORS WILL HAVE AN ADDITIONAL CHARGE APPLIED. PRICE ASSUMES FREE AND EASY ACCESS TO SITE (LIMITED ACCESS, RESTRICTED HOURS, ETC. ARE EXTRA). PRICE DOES NOT INCLUDE SURVEYING, PERMITS, INSPECTIONS OR LICENSES. PRICE DOES NOT INCLUDE DEMOLITION, SITE PREP,	0.00	City of Key Colony ...	0.00T

Thank you for your business.

Phone #	Fax #	E-mail
770-214-9322	770-214-9323	GinaS@KorKat.com

Total
Payments/Credits
Balance Due
Deposit Due



Invoice

Lanier Plans, Inc dba KorKat
 221 Cable Industrial Way
 Carrollton, GA 30117
 770-214-9322

Date: 10/25/2023
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PLAYGROUNDS & SITE AMENITIES

Bill To

City of Key Colony Beach
 POB 510141
 Key Colony Beach, FL 33051

Ship To

City of Key Colony Beach
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 Key Colony Beach, FL 33051

P.O. Number	Terms	Rep	Ship	Due Date
		WC	4/10/2024	5/29/2024

Item Code	Quantity	Description	Price Each	Class	Amount
		SOIL TESTING OR GRADING. PRICE DOES NOT INCLUDE DRAINAGE SYSTEMS, STONE WORK OR CONCRETE WORK PRICE DOES NOT INCLUDE TEMPORARY FENCING OR SECURITY. ALL FOOTERS FOR EQUIPMENT MUST BE COMPLETELY FILLED AND COMPACTED. *IF STONE WORK IS INCLUDED IN SCOPE OF WORK THE ALLOWANCE IS SET AT 4 INCHES OF STONE, ANY ADDITIONAL STONE WILL HAVE ADDITIONAL CHARGES APPLIED. SITE CONDITIONS MUST BE WITHIN 2% OF GRADE FOR STONE OR CONCRETE WORK. SITE MUST CONSIST OF LEVEL COMPACTED SURFACE. ESTIMATE WILL REFLECT A SEPARATE LINE ITEM WITH A PRICE FOR ANY ITEMS THAT ARE IN ADDITION TO ITEMS NOT INCLUDED IN STANDARD PRICING. ANY AREA OVER 1200 SQUARE FEET WILL RESULT IN A VISIBLE SEAM IN THE SURFACING. IF SUB-BASE IS EXISTING; WARRANTY ON RUBBER IS IN EFFECT BUT WILL NOT COVER DEPRESSIONS, CRACKS, OR ANYTHING ELSE THAT SHORTENS THE LIFE OF THE RUBBER DUE TO EXISTING SUB BASE FAILURE. Total sales tax calculated by AvaTax	0.00	City of Key Colony ...	0.00
		COMPLETED 04-29-2024			

Thank you for your business.

Phone #	Fax #	E-mail
770-214-9322	770-214-9323	GinaS@KorKat.com

Total	\$54,522.00
Payments/Credits	-\$27,261.00
Balance Due	\$27,261.00
Deposit Due	



LORI LEHR INC.
YOUR LINK TO CRS SUCCESS

Lori Lehr, CFM
727.235.3875
lori@lorilehrinc.com

May 21, 2024

Ed Borysiewicz, Building Official
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051-0141

RE: Proposal for Community Rating System support services to review the 2024 CRS Recertification and supporting documentation.

Submitted Via Email: buildingofficial@keycolonybeach.net

Dear Borysiewicz,

Lori Lehr Inc. is pleased to submit to you this proposal providing professional services to the City of Key Colony Beach with outsourced support services for the National Flood Insurance Program (NFIP) Community Rating System (CRS) 2025 Recertification.

Lori Lehr, CFM will be the lead Project Manager for this contract, conducting a review of the City's prepared CRS Recertification along with the supporting documentation. Ms. Lehr has been involved in the floodplain management industry since 2000 working for the City of St. Petersburg as the floodplain administrator, building permit construction reviewer and liaison between the City and FEMA. She further offers over eight (8) years of specific experience as a CRS Specialist working with Insurance Services Office (ISO) and four (4) years as a CRS Consultant to various communities in Florida. Ms. Lehr is well versed in the implementation of the 2017 CRS Manual and the 2021 Addendum to the 2017 CRS Coordinator's Manual. While working with ISO, Ms. Lehr submitted over 120 CRS verification files to FEMA, many resulting in a CRS class improvement for those communities. As CRS Specialist, she assisted communities with the highest monetary return of CRS discount in the Nation. She also recertified over 80 communities in the CRS program on an annual basis. In addition, Ms. Lehr has specific knowledge of the City of Key Colony Beach and their CRS practices. Ms. Lehr's extensive knowledge and experience with CRS application, verification, modification, and recertification processes will provide the necessary support and leading guidance for this important contract.

Provided within this proposal is the objective as well as the specific scope of services to be provided along with the total estimated fee.

Objective

This project will be to assist with the 2024 CRS Recertification by reviewing and providing comments on the prepared 2024 CRS Recertification and the supporting documentation. A complete and accurate CRS Recertification will ensure that the City of Colony Beach will maintain their current CRS Class rating for the 2024 reporting period.

Ms. Lehr will work directly with the CRS Coordinator to review and make recommendations for the submission of the CRS Recertification package which is due to ISO on February 1, 2025. The CRS Coordinator will submit the requested documentation to Ms. Lehr no later than Friday, January 13th, 2025. Ms. Lehr will provide a review of the documentation, format for submission and submit the recertification package no later than February 1, 2025.

Tasks

Task 1 – Review: Conduct a review of the most recent CRS verification report and supporting documentation and provide comments and recommendations for the submission of a complete and accurate 2025 CRS Recertification for the City of Key Colony Beach.

Task 2 – Documentation Collection: The CRS Coordinator will provide Ms. Lehr with the 2024 request for recertification no later than December 17, 2024. The CRS Coordinator will receive an email request from ISO for the 2024 recertification on December 15, 2024. Ms. Lehr will work with City staff and the CRS Coordinator to collect the required documentation.

Task 3 – Recertification Preparation and Submission: Between December 17, 2024, and January 17, 2025, Ms. Lehr will collect the required documentation. The documentation will be prepared for submission and submitted to ISO no later than February 1, 2025.

Exclusion: The submission of Construction Certificates for the 2024 reporting period will be required as part of the 2024 recertification documentation. The City must maintain a 90% accuracy on the Construction Certificates to continue to participate in the CRS program. This proposal specifically excludes review of the Construction Certificates for accuracy, completeness, or compliance with the NFIP.

Professional Fees

<u>Tasks</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1. Review	40	\$200.00	\$8,000.00
2. Documentation Collection	30	\$200.00	\$6,000.00
3. Recertification Preparation and Submission	10	\$200.00	\$2,000.00
Total =	80		\$16,000.00

The total estimated, not-to-exceed \$16,000.00

The engagement on for this proposal will be from the date the proposal is signed to February 28, 2025.

This Proposal is only for the items specifically mentioned above.

Fees will be invoiced after each Task is completed. Payment is due on receipt.

City or Key Colony Beach Expected Contribution

- CRS Coordinator will provide the requested CRS documentation for review.
- CRS Coordinator will work with Ms. Lehr to make and necessary documentation or programmatic changes to continue to document the credited CRS activities.

I look forward to working with you and greatly appreciate this opportunity.

Sincerely,



Lori Lehr, CFM
President, Lori Lehr Inc.

By: _____

Date: _____

Ed Borysiewicz, Building Official
City of Key Colony Beach

City of Key Colony Beach

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



June 20th, 2024

Re.: Offer of employment for the position of Building Official, Floodplain Manager, and Building Inspector for the City of Key Colony Beach.

Dear Mr. Lorenzo,

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

Your annual salary will be \$85,000.00, payable on a bi-weekly basis at \$3,269.23 (minus taxes) starting on June 20th, 2024.

A full benefits package is available upon acceptance of this employment offer.

A salary increase of \$15,000.00 will be paid upon DBPR-BCAIB approved test results and certification as Building Code Administrator.

Joey Raspe

Mayor/City Administrator _____

Tony Lorenzo _____

271 8th Street

Key Colony Beach, FL 33051

Phone: 912-230-3200

**CITY OF KEY COLONY BEACH
Millage/Budget Adoption Calendar
Fiscal Year 24-25 - DRAFT**

City Meetings are indicated in BLACK
TRIM Millage & Budget items are indicated in GREY

June 1 Tentative Property Appraisal Value Available from Property Appraiser's Office

July 1 Property Appraiser Certifies Assessed Property Values on Form DR 420

Monday, July 15 City Commission Workshop: FY24/25 Budget Discussion – 9:30 am

Thursday, July 18 City Commission Meeting FY24/25 Budget Discussion – 9:30 am
City Commission adopts proposed millage rate and selects dates, times and places for public hearings via resolution. Review of proposed General Fund budget.

Wednesday, July 19 Submit DR-420 with proposed millage, dates, times, and places for public hearings to Property Appraiser

NOTE: First Public Hearing must be between September 3rd and September 18th and can't conflict with Monroe County BOCC (Wednesday September 4th, Wednesday September 11th) or Monroe County School Board Public Hearings (Tuesday July 30th, Tuesday September 10th). Final Public Hearing must be within 15 days of first public hearing.

Thursday, September 5 Time Specific – Special City Commission Meeting - First Public Hearing FY24/25 Budget- City Hall - 5:05 PM
First Public hearing to adopt tentative budget and millage rate

Saturday, September 14 Advertisement of final public hearing

Thursday, September 19 City Commission Meeting 9:30 am

Thursday, September 19 Time Specific – Special City Commission Meeting - Final Public Hearing FY24/25 Budget - City Hall - 5:05 PM
Final Public hearing to adopt final budget and millage rate

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (Agreement) is entered into as of this ____ day of _____, 2024, between the Board of County Commissioners of Monroe County, Florida, a political subdivision of the State of Florida (the “COUNTY” or “BOCC”) and the City of Key Colony Beach, a municipal corporation organized and existing under the laws of the State of Florida (the “CITY” or the “CONTRACTOR”).

WITNESSETH:

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

WHEREAS, the CITY has requested that the COUNTY provide reimbursement funding in the amount of \$2,993.00 from BIF for costs to be incurred during FY’25 for regulatory buoy replacement; and

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

WHEREAS, at the May 15, 2024, regular BOCC meeting the Board of County Commissioners of Monroe County, Florida, approved the selection of the BIF funding request submitted by the CITY and to provide funding in the amount of \$2,993.00;

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

Section 1. Payment. The COUNTY agrees to reimburse the CITY for costs incurred in FY’25 as follows:

- 1.1 The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein.
- 1.2 Payment in an amount not to exceed \$2,993.00 for regulatory buoy replacement.
- 1.3 To receive payment, the CITY shall submit all requests for payment and applicable invoices to the Senior Administrator of the COUNTY’s Marine Resources Office by September 1, 2025. The invoices must describe the services performed, together with proof that payment has been made to the CITY’S sub-contractor(s). All documentation shall be forwarded to the County Clerk for payment. Any other documentation requested by the Clerk shall be provided.
- 1.4 By submitting a request for payment the CITY represents that it has complied with all of its purchasing requirements.
- 1.5 Funding of this Agreement is contingent upon an annual appropriation by the COUNTY.

Section 2. Term.

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

Section 3. Termination and Default.

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

Section 4. Indemnification.

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

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

Section 5. Notices.

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

If to Monroe County: Kevin Wilson
Acting County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

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

If to City: Joey Raspe
Mayor/ City Administrator
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

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

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

Section 6. Regulatory Powers.

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

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

Section 7. Attorneys Fees and Waiver of Jury Trial.

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

Section 8. Governing Law.

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

Section 9. Access to Records and Audits.

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

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

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

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

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

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

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

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

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

Section 10. Non-Assignability

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

Section 11. No Third-Party Beneficiaries.

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

Section 12. Non-Waiver of Immunity.

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

Section 13. Privileges and Immunities.

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

Section 14. Independent Contractor.

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

Section 15. Severability.

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

Section 16. Survival of Provisions.

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

Section 17. Waiver.

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

Section 18. Funding.

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

Section 19. Authority.

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

Section 20. Section Headings.

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

Section 21. Execution in Counterparts.

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

Section 22. Entire Agreement/Modification/Amendment.

22.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

22.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as the parties' preceding duly-executed Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY: _____
Mayor Holly Merrill Raschein

(SEAL)

ATTEST: Kevin Madok, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY BY:

BY: _____
As Deputy Clerk

Assistant County Attorney

CITY OF KEY COLONY BEACH,
FLORIDA

Joey Raspe, Mayor/City Administrator

Date: _____

(SEAL)

ATTEST: Silvia Gransee, City Clerk

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

BY: _____
Clerk

BY: _____

Printed Name: _____



<p>Design Professional:</p> <p>K2M Design®, Inc. 1150 Virginia Street Key West, FL 33040</p>	<p>Client:</p> <p>City of Key Colony Beach 600 West Ocean Drive Key Colony Beach, FL 33051</p>
<p>Representative:</p> <p>Heather Carruthers Director of Business Development, SE Region hcarruthers@k2mdesign.com 305.307.5841 – o 305.509.2122 - c</p>	<p>Attention:</p> <p>Councilmember Tom Harding kcptomharding@gmail.com 734.476.0531</p>
<p>Proposal #: 2499024</p>	<p>Date: May 16, 2024</p>
<p>Project Name: KCB Roadway Safety Project</p>	

<p>Subject Site/Project Description:</p> <p>Project will improve safety for pedestrian and bicyclists through resurfacing/repair of bicycle/walking path, addition of crosswalks and warning signs at three intersections, improved pedestrian level lighting, addition of flexible delineators at curves, new flashing stop sign and bicycle racks. Project is funded in part through FDOT District 6 Transportation Alternative Local Program and must be compliant with FDOT regulations and guidelines.</p>
<p>Scope of Services:</p> <ul style="list-style-type: none"> ▪ Site visit to verify existing conditions. ▪ Review of existing survey and plans. ▪ Engineering Design Analysis and plans compliant with FDOT and MUTCD standards including: <ul style="list-style-type: none"> ▫ Photometric plans for proposed lighting. ▫ Plan views of new crosswalks, flexible delineators, pedestrian pathway and bicycle racks. ▪ Lighting and equipment specifications compliant with FDOT green book.
<p>Schedule:</p> <ul style="list-style-type: none"> ▪ Project Commencement.....within 2 weeks of Agreement execution ▪ Site Visit and Documentation of Existing Conditions.....1 week ▪ Schematic Design Documents3 weeks ▪ Client Review1 week ▪ Final Construction Documents2 weeks <p>Schedule subject to change if Agreement is not signed within 30 days.</p>
<p>Deliverables:</p> <ul style="list-style-type: none"> ▪ Civil engineering plan views of all proposed improvements and installations. ▪ Specifications of all lighting and equipment.
<p>Stipulations:</p> <ul style="list-style-type: none"> ▪ Design Professional files provided to Client shall be electronic. ▪ Owner to provide existing drawings if available. ▪ Owner to coordinate site visit for all locations.

PROF. REG. AA26001059
CA NO. 30945



Exclusions:

- Architecture, Structural and M/P drawings of any kind.
- Permitting and Construction Administration.
- Fast track construction, multiple GCs, multiple bid packages, and/or phased construction.
- Full time field observation and/or on-site construction management.
- Hazardous material survey, abatement design, Phase 1 and 2 Environment reports.
- Material or destructive testing of any kind.
- Permit fees.
- Value engineering, alternates evaluation, and substitution requests.


Fee Arrangement:

Design Professional will provide services for a Fixed Fee of TWENTY-TWO THOUSAND ONE HUNDRED SIXTY DOLLARS (\$22,160.00). The Fixed Fee includes "Expenses" except "Building Permit / Plan Review Fees" as well as "Assigned Consultants."

Additional services may be provided at the hourly rates below.

Hourly Rates:

Principal	\$325/ HR	Senior Engineer	\$205/ HR
Senior Project Manager	\$210/ HR	Engineer II	\$165/ HR
Director	\$285/ HR	Administration	\$95/ HR

Offered by (Design Professional):		Accepted by (Client):	
Signature:	Date: May 16, 2024	Signature:	Date:
 Scott C. Maloney, AIA, President		Printed name/ title	

Signature indicates the authority to bind the company to the terms herein.

The Terms and Conditions that follow are part of this Agreement.

PROF. REG. AA26001059
CA NO. 30945



TERMS AND CONDITIONS

The services outlined in this Agreement cover the scope of work for the Project as defined in this Agreement. Design Professional will complete the service outlined in this Agreement for the fees outlined. If Design Professional encounters conditions that require a need for revision or modification in the fees, Design Professional will discuss with Client the courses and likely effects of the required modification, both in terms of timing and fees. Both parties agree to negotiate in good faith should a situation arise that requires a modification in the fees.

Billings/Payments

Invoices for services shall be submitted, at Design Professional’s option, either upon completion of the services or monthly. Remittance information is included on each invoice. Deposits shall be credited on the first invoice. Invoices shall be payable within thirty (30) days of the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend or terminate services if payment is not received within sixty (60) days of the invoice date, Design Professional shall have no liability for any delays or damages incurred by Client as a result of such suspension or termination. Client shall pay all costs of collection, including reasonable attorney fees.

Client Delays

If the project is suspended or delayed by Client for more than sixty (60) days, before work can resume on the project, Client must pay all unpaid Design Professional invoices plus a remobilization fee equal to ten percent (10%) of Design Professional’s fees for services remaining to be performed. Client understands and agrees that there may be a delay before Design Professional is able to resume work on the project and that changes to the Design Professional project team may occur. The project schedule will be equitably adjusted to accommodate time lost due to suspension or delay.

Expenses

Design Professional anticipates incurring expenses in connection with the project for travel, parking, express mailing, reproduction of reports/drawings, and similar project-related items. Meal expenses are based on our standard per diem rate. Expenses billed to the client will be increased by 15%.

Building Permit / Plan Review Fees

Client will prepare a check payable to the Authority Having Jurisdiction (AHJ) for the building permit submission and/or plan review fees. Should Design Professional be required to pay such fee(s) on behalf of Client, Client shall reimburse Design Professional the fee(s) paid, plus an additional fifteen percent (15%).

Standard of Care

In providing services under this Agreement, Design Professional will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional’s part of the project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Assigned Consultants

An additional fifteen percent (15%) will be added to fees of consultants such as a permit expediter; civil, geotechnical, survey, environmental, or specialty engineer; or Client-preferred provider retained by or assigned to Design Professional.

Insurance

Design Professional will carry Professional Liability Insurance in the amount of \$1,000,000.00 per claim/aggregate.

Indemnification

Client and Design Professional each agree to indemnify and hold the other harmless, and their respective officers and employees from and against losses, damages, and expenses, to the extent such losses, damages, and expenses are determined to have been caused by indemnifying party’s negligent acts, errors, or omissions. In the event claims, losses, damages, and expenses are caused by the joint or concurrent negligence of Client and Design Professional, the liability shall be borne by each party in proportion to its negligence.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither Client nor Design Professional shall be liable to the other for any incidental, indirect, special, punitive, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income, damage to reputation, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition shall be considered hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If Design Professional has reason to believe that such a condition may exist, Client will be notified and shall authorize and pay all costs associated with the investigation of such a condition. If (1) Client fails to authorize such investigation after such due notification, or (2) Design Professional has no reason to believe that such a condition exists, Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

Design Professional shall have no responsibility for the identification, discovery, presence, handling, removal, or disposal, or exposure of persons to hazardous materials of any form including mold. The existing or constructed building may, as a result of post-construction, use, maintenance, operation, or occupation; contain or be caused to contain mold substances that can present health hazards and result in bodily injury, property damage, and/or necessary remedial measures and costs for which Design Professional shall have no responsibility.

Risk Allocation

Notwithstanding anything to the contrary herein in recognition of the relative risks and benefits of the project to both Client and Design Professional, Client agrees, to the fullest extent permitted by law, to limit Design Professional’s total liability to Client or anyone making claims through Client, for any and all damages or claim expenses (including attorney’s fees) arising out of this Agreement, from any and all causes, to the total amount of Design Professional’s fee. It is stated that the liability limit applies to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Opportunity to Cure

Prior to any claim for damages being made, Client shall provide Design Professional with written notice of any alleged deficiencies in Design Professional’s performance, Design Professional shall have a reasonable opportunity to cure any alleged defect in performance.

PROF. REG. AA26001059
CA NO. 30945



Termination of Services

This Agreement may be terminated by either party upon ten (10) days written notice to the other, should the other fail to perform its obligations hereunder. In the event of termination, Client shall pay Design Professional for all services rendered to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses.

In the event of termination not the fault of Design Professional, in addition to compensation for services performed prior to termination, Design Professional will be compensated for Termination Expenses. Termination Expenses are in addition to compensation for services of the Agreement and include expenses directly attributable to termination for which Design Professional is not otherwise compensated, plus an amount equal to ten percent (10%) of Design Professional fees for services remaining to be performed after termination.

Ownership of Documents

All documents produced by Design Professional under this Agreement, including electronic files, shall remain the property of Design Professional and may not be used by Client for any other purpose without the written consent of Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify, and hold harmless the Design Professional and its subconsultants from any and all claims and/or damages arising from such use. Electronic files are not construction documents and cannot be relied upon as identical to construction documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its consultants.

Defects in Service

Client shall promptly report to Design Professional, in writing, any defects or suspected defects in Design Professional's services. Client agrees to impose a similar notification requirement on all contractors and their subcontractors on the Project. Failure by Client and Client's contractors or subcontractors to notify Design Professional shall relieve Design Professional of the costs of remedying the defects that are in excess of the sum such a remedy would have cost had prompt notification been given when such defects were first discovered.

Dispute Resolution

Any claim or dispute between Client and Design Professional shall be submitted to non-binding mediation, subject to the Parties agreeing to a mediator(s). If the Parties cannot agree upon a mediator, the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect. Unless otherwise specified, the laws of the State where the work is performed shall govern this Agreement.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Design Professional. All items have been fairly negotiated and that Client had the option of altering or foregoing the terms and conditions in exchange for an equitable adjustment in Design Professional's fee.

FURTHER, PURSUANT AND SUBJECT TO FLORIDA STATUTES, SECTION 558.0035, THE OWNER AGREES THAT ANY INDIVIDUAL PERSON EMPLOYED AS A DESIGN PROFESSIONAL BY DESIGN PROFESSIONAL OR AN AGENT OF DESIGN PROFESSIONAL SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. FURTHER, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT AND THE COMPLETION AND/OR TERMINATION OF THE SERVICES PROVIDED BY DESIGN PROFESSIONAL.

END OF AGREEMENT

PROF. REG. AA26001059
CA NO. 30945

June 11, 2024

The City of Key Colony Beach
Building Department
600 E. Ocean Drive
Key Colony Beach, FL 33051

Phone: (305) 289-1212, Ext. 3
Email: buildingofficial@keycolonybeach.net

Re: Bridge No. FDOT 904532
Proposal to Repair Key Colony Beach Causeway Bridge Abutments

Dear Building Department Official:

We are pleased to provide this general estimate for the work to be performed to Bridge No. FDOT 904532 noted above. Our estimate is based on field observations and measurements made by Mr. Bromley – (561) 543-0315. The work to be performed shall include the following:

SCOPE

1. Repair concrete spalling per FDOT inspection conducted on September 11, 2023.
2. Repair concrete spalling described in photographs numbered; 4, 5, 6, 7, 8, 9, 11 and 12.
3. All debris will be removed from site. Site will be left in a broom finish condition.

Contract Price for the Bridge Repairs Noted Above: \$23,000.00

EXCLUSIONS

- No finish painting on project
- Engineering
- Underwater Repair as seen on Photograph No. 10
- All work other than that detailed in our scope

TIME FRAME

We propose a 4-week work schedule for the completion of this project. No work on weekends.

License No. CGC 1520502
Phone: (954) 632-2323
Fax: (954) 434-3131
constructbuildinc@gmail.com
CBE, SBE & DBE Certified

PAYMENT SCHEDULE

- Deposit prior to start up: \$11,500.00
- Final Payment (completion): \$11,500.00

All payments are to be made to Construct Build, Inc.

Please affix your signature where required and email copy to constructbuildinc@gmail.com for record purposes.

Date: _____

Signature: _____

City of Key Colony Beach - Mayor

Date: 6.11.2024

Signature: _____

Durant Palomino

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532
DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 04 Element/Env 321/4: R/Conc Approach Slab

Approach slabs are undermined up to 12ft. L x 11in. W x 2ft. D at SE and SW corners of the structure.

WORK ORDER RECOMMENDATION:

Arrest undermining on approach slabs at the SE and SW corners of the bridge.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532
DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 05 Element/Env 215/4: Re Conc Abutment

The abutment caps exhibit horizontal cracks less than 1/64in. W at several locations in the west and east faces. The abutment caps are not visible behind the seawall cap due to earthen backfill between both caps.

WORK ORDER RECOMMENDATION:

Remove backfill accumulated between the seawall caps and abutment caps.

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532

DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 06 Element/Env 8393/4: Bulkhead Seawall Any Material

West Seawall, Pile 1, NE corner exhibits a failed patch 12in. H x 4in. W x 1in. D with associated cracks, 2ft. below the cap, and SE corner exhibits a spall/delamination 12in. H x 6in. W x 1in. D, 1ft. below the cap.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532

DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 07 Element/Env 8393/4: Bulkhead Seawall Any Material

West Seawall, Pile 1-6 exhibits a failed patch 12in. H x 6in. W with associated cracks and corrosion bleed out on the south face starting at cap.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532
DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 08 Element/Env 8393/4: Bulkhead Seawall Any Material

Several Seawall panels exhibit spalls/delaminations up to 30in. L X 15in. W x 2in. D, and edge spalling/voids up to 12in. H x 6in. W x 5in. D, starting from the cap down.

WORK ORDER RECOMMENDATION:
Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532

DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 09 Element/Env 8393/4: Bulkhead Seawall Any Material

Both Seawall caps exhibit delaminations up to 48in. L x 20in. W with associated cracks up to 48in. L x 1/8in. W along the channel face.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532
DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 10 Element/Env 8393/4: Bulkhead Seawall Any Material

West Seawall, Pile 5, SE corner exhibits a spall 19in. L x 10in. W x 4in. D, with exposed rebar having up to 100% section loss, starting 3ft. below the cap.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

*UNDERWATER
Repair*

This report contains information relating to the physical security of a structure and depictions of the structure. This information is confidential and exempt from public inspection pursuant to sections 119.071(3)(a) and 119.071(3)(b), Florida Statutes. Only the cover page of this report may be inspected and copied.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532

DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 11 Element/Env 8393/4: Bulkhead Seawall Any Material

East Seawall cap exhibits a spall/delaminations up to 10ft. L x 2ft. W x 5in. D with exposed rebar having up to 80% section remaining between Piles 2-2 and 2-6 along the bottom edge. Previously noted as spall/delamination up to 8ft. L x 20in. W between Piles 2 and 4 on West Seawall.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

FLORIDA DEPARTMENT OF TRANSPORTATION
BRIDGE MANAGEMENT SYSTEM
Inspection/CIDR/Bridge Profile Report with PDF attachment(s)
Inspection

Structure ID: 904532

DISTRICT: D6 - Miami

INSPECTION DATE: 9/11/2023 BXJS



Photo 12 Element/Env 8393/4: Bulkhead Seawall Any Material

East Seawall, Pile 7, south, west, and north faces exhibit vertical cracks up to 24in. L x 1/16in. W with corrosion bleed out, starting from the cap.

WORK ORDER RECOMMENDATION:

Clean and coat exposed rebars. Repair spalls, delaminations and cracks along the seawall.

Wastewater Billing

Term Sheet

The City of Key Colony Beach (KCB) will change the method of billing for the use of the City's Wastewater System. The revised billing system will include a fixed monthly fee and a flow fee based on water usage.

The fixed fee will be established by the Utility Board (and approved by the City Commission) and will recover approximately the fixed cost of the City's Wastewater System. The fixed fee will be assessed based on the Equivalent Dwelling Units (EDU's) served by the system. EDU's will be as determined by Florida Keys Aqueduct Authority (FKAA) and approved by KCB.

The flow fee will be calculated by multiplying the flow fee rate as established by the Utility Board (and approved by the City Commission) by the gallons of water used as determined by FKAA. Both elements of the fee will be paid in arrears based on the previous month's usage. The fees for wastewater service will be included on water invoices sent out by FKAA and will be collected for KCB by FKAA.

Condominiums will be billed as described above. Condominium units which do not have individual water meters will be charged a fixed fee equal to the number of EDU's multiplied by the fixed fee for one EDU; and the flow fee will be charged based on water usage as described above. In establishments which have more than one EDU supplied by a common water meter the division of charges shall be the responsibility of the establishment's management.

Commercial establishments will be charged a fixed fee equal to the number of EDU's multiplied by the fixed fee for one EDU. The flow fee will be charged as described above.

It is recognized that some water provided through the water meter does not enter the wastewater system; for example that used to water plants, wash cars, etc. Individual water meters for water not entering the wastewater system can be installed by FKAA. Water supplied through such meters will not be assessed wastewater fees after the system has been inspected by the Building Inspector.

Some special circumstances such as filling an empty swimming pool may receive special rates from FKAA based on their requirements. In instances in which FKAA provides a special rate the variable wastewater rate will be similarly adjusted.

ORDINANCE NO. 2024-490

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach supports protection of our environment by controlling stormwater run-off and containment of any contaminants therein and,

WHEREAS, the City of Key Colony Beach has provided for water quality improvements in a stormwater master plan, project site, construction bids, and design for stormwater improvements and,

WHEREAS, the City of Key Colony Beach is required to establish a system of user fees, charges or assessments to provide for the maintenance, operation and recovery of capital costs associated with stormwater management and,

WHEREAS, the City of Key Colony Beach would like to increase the annual assessment to improve the Stormwater financial position in order to continue with proposed projects to mitigate localized flooding from excessive rain events,

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amendment

Section 15-4 of Article I, "Stormwater Utility System" of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

Sec. 15-4. Schedule of rates.

(a) The city administrator is directed to prepare a list of lots and parcels within the city and assign a classification of residential or commercial to each lot or parcel.

(b) The service assessment imposed shall be the rate of ~~sixty five dollars (\$65.00)~~ eighty dollars (\$80.00) per residential unit or residential lot or ~~one hundred thirty dollars (\$130.00)~~ one hundred sixty dollars (\$160.00) per commercial parcel, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial parcel for stormwater services and facilities provided during the delinquency period.

FIRST READING by the City of Key Colony Beach City Commission this 16th day of May, 2024.

Mayor Joey Raspe	NO _____	YES ___ x ___
Vice-Mayor Freddie Foster	NO _____	YES ___ x ___
Commissioner Tom Harding	NO _____	YES ___ x ___
Commissioner Tom DiFransico	NO _____	YES ___ x ___
Commissioner Doug Colonell	NO _____	YES ___ x ___

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 20th day of June, 2024.

Mayor Joey Raspe	NO _____	YES _____
Vice-Mayor Freddie Foster	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 20th day of June, 2024.

Joey Raspe, Mayor

Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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



Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: **[ORDINANCE NO. 2024-490], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."**

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

[ORDINANCE NO. 2024-490], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None.

3. Estimate of direct compliance costs that businesses may reasonably incur:

None.

4. Any new charge or fee imposed by the proposed ordinance:

The service assessment imposed shall be the rate of ~~sixty-five dollars (\$65.00)~~ eighty dollars (\$80.00) per residential unit or residential lot or ~~one hundred thirty dollars (\$130.00)~~ one hundred sixty dollars (\$160.00) per commercial parcel, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial parcel for stormwater services and facilities provided during the delinquency period.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

Total of \$22,545.00 revenue from residential and commercial units, with \$270.00 included from commercial units

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

9.

7. Additional information (if any but may wish to include the methodology used to derive information for #1 and #2, above. For example: the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

Methodology used was same percentage increase was used for residential and business units for equity.



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

**STATE OF FLORIDA
COUNTY OF MONROE**

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

June 6, 2024

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

Sworn to and subscribed before me this 6 day of JUNE, 2024.
(SEAL)


Notary



CITY OF KEY COLONY BEACH
NOTICE OF CODE
AMENDMENT HEARING
SECOND/FINAL READING OF
ORDINANCE NO. 2024-490
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, June 20th, 2024, 9:35 am OR at the conclusion of the Public Hearing
LOCATION: City of Key Colony Beach, Marble Hall, 600 W. Ocean Dr., Key Colony Beach.
The proposed Ordinance to be heard by the City Commission is [ORDINANCE NO. 2024-490], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING

FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."

The Business Impact Statement is available for review on the City of Key Colony Beach's website at www.keycolonybeach.net and at City Hall at 600 W. Ocean Drive, Key Colony Beach. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach. If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

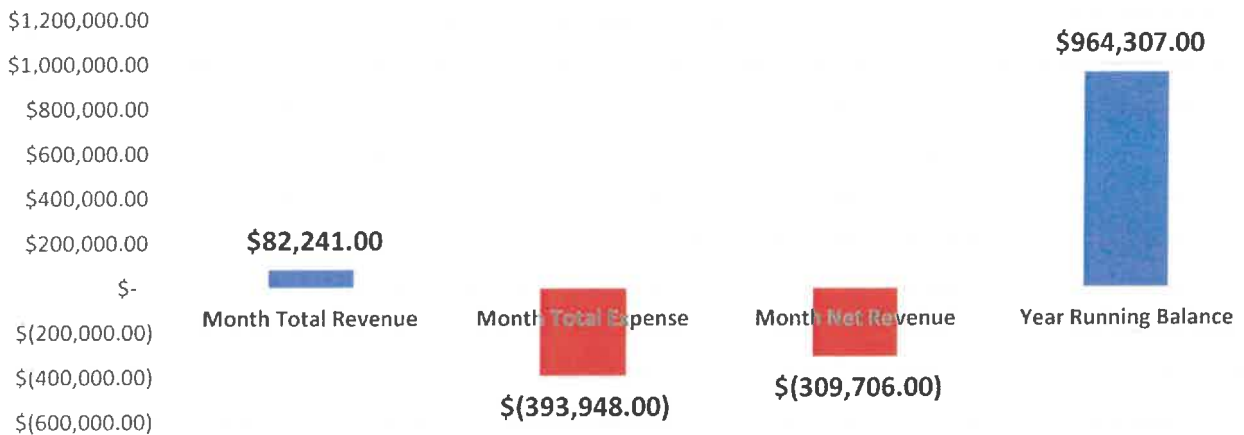
If you are unable to attend the Public Hearing on Thursday, June 20th, 2024, but wish to comment, please direct correspondence to: City Commission, P.O. Box 510141, Key Colony Beach, FL 33051, and your comments will be entered into the record. To be published: On or before June 10th, 2024
City Clerk
City of Key Colony Beach, Florida
Publish:
June 6, 2024
The Weekly Newspapers

City of Key Colony Beach Treasurer’s Report – June 20, 2024

May 2024 financial summary – General Fund

- 8th month of 2024 fiscal year budget-
 - YTD revenue above budget target, at 99% of planned budgeted Ad Valorem Tax Revenue
 - YTD expenses are below budget target.
 - Funds due from Stormwater reduced to \$467,811 after May reimbursement was completed.
 - Legal fees continue to track below budget and below May 2023 values.
 - Legal fees June discussion 19Jn24
 - Projected end of Fiscal Year to have some limited funds to roll over to 2025 Fiscal Year
 - Monthly Plot below:

Key Colony Beach - General Fund - May 2024 Summary (8 months into the Fiscal Year)



- Reminder, this is the time of the fiscal year, where Ad Valorem Taxes plateau for income, and Business Tax income is our main source of income. Thus the “Year Running Balance” will continue to drop monthly for the remainder of the fiscal year.
- Work started on draft 2025 budget.
 - Draft budget being edited with updates, work in process at this time.
 - Detail schedule being developed for August and September dates for reviews.

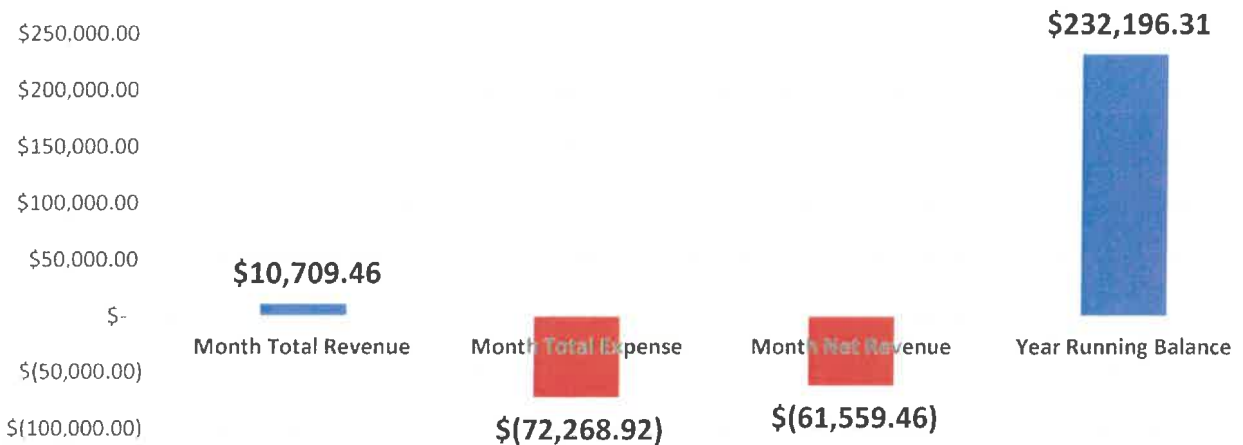
City of Key Colony Beach Treasurer's Report – June 20, 2024

May 2024 financial summary – Wastewater/Stormwater

Wastewater

- Overall revenue above budgeted target value for YTD.
- Overall expenses below budgeted target value for YTD.
 - Sludge hauling 5% above budgeted value.
 - Electricity YTD expenses include 7 of the 8th months, overall tracking lower than last year due to lower natural gas prices/electricity rates for this year.
 - Chemical costs 6% higher than budgeted value
 - Will need to closely monitor Capital expenses and System Maintenance, future project work costs being developed for sewer line inspection and tank replacement.
- Plot below for Monthly Summary:

City of Key Colony Beach - Wastewater Plant May 31, 2024 (8 month of the Fiscal Year)



Stormwater:

- May reimbursement funds applied back toward Infrastructure funds of \$228,000.
 - The remaining open amount of \$467,811.00 is still due for reimbursement.

Warrant Summary for May 2024:

- ✓ Payments to vendors, general, building and infrastructure in normal monthly range.
- ✓ Payroll account payments in normal monthly range
- ✓ Sewer account payments for the Wastewater plant are in the normal monthly range.

City of Key Colony Beach Treasurer's Report – June 20, 2024

Grant updates

- **FDOT 2022 TA Grant**
 - Engineering design proposal from K2M for review to support 2022 TA FDOT proposal, civil design work - \$22,160.00. Proposal included in meeting material.
 - Includes design analysis and electronic design layout per the requirements from FDOT.
 - Local funding, Key Colony Beach funding for the design work. Design work was not included in the grant funding/application.
 - Reminder of Grant funding for material/contracting work
 - FDOT funding - \$25,840
 - KCB funding - \$6,460

CITY OF KEY COLONY BEACH

Warrant Number	0524
Items paid from to	May 1, 2024 May 31, 2024
First Horizon Checking Account - 6871	\$393,617.75
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$68,862.42
Infrastructure Reserve Account - 8644	-
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	2,500.00
Sewer Account - 6006	<u>\$60,049.82</u>
 TOTAL DISBURSEMENTS	 <u><u>\$525,029.99</u></u>