MINUTES

KEY COLONY BEACH CITY COMMISSION
REGULAR MEETING & PUBLIC HEARING
Thursday, June 20th, 2024 – 9:40 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 Regular Meeting was called to order by Mayor Joey Raspe at 9:40 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 (via Zoom). **Also present:** City Attorney Dirk Smits, Building Official Ed Borysiewicz, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, and City Clerk Silvia Gransee.

   Mayor Raspe moved the City Attorney's report to the beginning of the agenda.
   City Attorney Dirk Smits spoke on the managerial responsibilities of the position of City Administrator and recommended that the position be advertised for the duties of City Administrator on a part-time basis with no benefits subject to a legal contract provided by City Attorney Smits. City Attorney Smits elaborated on his recommendation and asked for consideration by the Commission. Vice-Mayor Foster agreed and asked if the contract includes the waiving of FRS benefits. City Attorney Smits confirmed and stated that the contract will be reviewed by the Commission.

2. **Agenda Additions, Changes & Deletions:**

   City Clerk Gransee informed of the following agenda additions:
   - Deletion of Item 5b. and 5d. Meeting minutes from May 13th and May 16th
   - Under Item 8g, in addition to the proposal from Construct Build, a proposal from IDB Custom Builders for Sadowski Bridge repairs in the amount of $22,082.00 was received.
   - Addendum to Item 8h. for Commissioner DiFransico's presentation on Wastewater invoicing.
   - New Item 8k: Discussion/Approval on the pursuit of Florida Opioid Allocations of Funds for FY24-25.
   - Addendum under Item 12 a.(i) to the Wastewater Report

   The Commission had no objections to the changes.

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
   b. Proposed Interlocal Agreement
   c. Preliminary Design Options

   Mayor Raspe introduced the agenda item and asked Mr. Luis Alonso to present his special request. Luis Alonso, 940 Shelter Bay Drive, spoke about his builder experience in the City of Key Colony Beach and Marathon. Luis Alonso gave the benefits of his proposal and turned the presentation over to Planner Donald Craig from the Spottswood Law Firm. Donald Craig informed on having prepared today's package and gave history on his background as the Planning Director in Monroe County, the private sector as well as the Planning Director for the City of Marathon. Don Craig spoke on the proposed Interlocal Agreement recognizing the 22 units that once existed at 721 Ocean Drive and were destroyed by a recent hurricane. Don Craig asked that 18 units be allowed to be transferred to the City of Marathon and explained that these units are exempt from regulations. Don Craig further stated that the agreement did not require changes to the city's Land Development Regulations and

detailed the benefits of less traffic and density reduction. Don Craig stated that the city does not have a mechanism for transferring the units and that Mr. Luis Alonso has approved an account of up to 100K to pay for staff and legal fees associated with approving an Interlocal Agreement with the City of Marathon. Don Craig explained that both cities, as well as the State of Florida, must approve the agreement and asked for questions and concerns.

Vice-Mayor Foster asked Brian Shea, Planning Director for the City of Marathon, to elaborate. Brian Shea stated that the City of Key Colony Beach currently lacks the mechanism for the transfer and detailed the process needed to accomplish it. Vice-Mayor Foster informed having talked to City of Marathon Manager George Garrett, who expressed similar views. Planning Director Brian Shea stated to be happy to help with any ordinance changes. Commissioner DiFransico was concerned about creating a precedence that could be used in the future. Don Craig did not believe so and for the units to be exempt from current regulations and for the agreement to reflect the same. Don Craig spoke on density allocations, disagreed with Brian Shea's statement on the need to create a mechanism, and gave further thought. Commissioner DiFransico voiced concerns about equity and other facilities in Key Colony Beach being precluded from the same type of transfer with the interlocal agreement. Don Craig explained that the units had been removed after being destroyed by the hurricane and the building's right to still be there. Don Craig talked about the Commission having to support the agreement first to go forward with the process. Don Craig expressed understanding with Commissioner DiFransico's concern on equity and the current proposal being a stand alone approach to move ahead. Vice-Mayor Foster commented on the prior expired agreement for 22 units and asked if approval has to be obtained first to go back from 16 to 22 units. Building Official Borysiewicz commented on having been in contact with the Commerce Department regarding the property on density and time periods passed. Building Official Borysiewicz explained the composition of the property and gave details on Comprehensive Plan requirements regarding substantially damaged properties due to natural disasters. Building Official Borysiewicz stated that the Department of Commerce confirmed that the 22 units can be rebuilt on lots 7 and 8 and 5 on lot 6 for a total of 27 units.

Building Official Borysiewicz informed that the State still must review the project.

City Attorney Smits commented that a building permit is subject to challenge once issued.

Vice-Mayor Foster asked for clarification on the $100,000.00 deposit. Don Craig explained available monies for expected expenditures. Building Official Borysiewicz stated to follow the Commission's directive regarding staff requirements. Don Craig confirmed that the State must confirm the interlocal agreement and that all three entities must work together to agree. Commissioner DiFransico asked about the possibility of the State agreeing for the city not to be part of BPAS or ROGO regulations. Don Craig confirmed this to be a requirement of the local agreement. Commissioner DiFransico agreed for this to be mandatory in the agreement. The Commission agreed. Vice-Mayor Foster asked for clarification on transferring 18 units to the City of Marathon. Don Craig explained the transfer process and Mr. Luis Alonso's ability to transfer to properties he owns in Marathon. Luis Alonso spoke of the goals of the property owners, the value of TDRs, and the transfer of value. Richard McChesney, representative of the applicant, asked for the Commission to entertain the idea of a reduction in density and to go forward to form an agreement with a lot of details having to be worked out. Vice-Mayor Foster stated to want to see the property developed and owners getting paid, and the process to be clean. Marathon Planning Director Brian Shea stated to work with the City of Key Colony Beach with direction from staff. Mayor Raspe asked if a development agreement is the next step in the process. City Attorney Smits stated for the city to draft a developer agreement to include cost recovery for staff and gave further concerns on monies being spent without guarantees. City Attorney Smits further talked about Development Rights and the City not having Transferrable Development Rights and his opinion to involve a Code amendment. City Attorney Dirk Smits stated that the city was in a unique position regarding critical State concerns and unknown risks, with the developer being at his own peril.

Don Craig spoke on undertaking unique and difficult projects to him and to understand the risk and reward and nature of land development.

Vice-Mayor Foster asked Don Craig about his request, how to proceed, and what he is looking for from the Commission.

Don Craig stated to be looking for a head nod from the Commission to agree for the project to be worthy of pursuing and to give directions to work with staff to bring something back to the Commission for consideration. City Attorney Smits cautioned against the unknown consequences of reducing density but advised being mindful of ripple effects and having the ability to cancel the agreement at any time.
Commissioner Harding suggested that the City Attorney's office draft a development agreement that adds risks, which can be canceled at any time, and brought back to the Commission for a review.
City Attorney Smits explained current development rights within the city and his opinion that they are not transferrable with an Interlocal Agreement. Commissioner Harding cautioned about the city's risk of entering ROGO. City Attorney Smits reiterated possible risks and the need for an evaluation.
Mayor Raspe asked about the involvement of the Comprehensive Plan.
City Attorney Smits explained his understanding of the involvement of the Comprehensive Plan, Code of Ordinance, a development agreement, and the public's input. He also stated that a Town Hall meeting is a good way to understand what the community likes and prepare a development agreement at the Commission's directive. Commissioner DiFransico gave his thoughts on residents' support of the property's development and consideration of the risk of ROGO and BFAS.
City Attorney Smits informed to bring back an initial development agreement addressing the question of ROGO and Comprehensive Plan Amendments and to understand the ripple effects. Luis Alonso stated his objective for a positive agreement for the city with density reduction and a fair process. Vice-Mayor Foster reminded of the 22 owners receiving closure to a long-standing issue. Don Craig agreed and stated to take direction as outlined by the City Commission and City Attorney. City Attorney Smits stated the importance of understanding that reimbursement will be forthcoming pursuant to a development agreement and to understand the risks to the city. Commissioner Colonell commented on the possibility of future lawsuits and less density leading to reduced tax monies. Commissioner Harding informed that income from property taxes would go up and income from wastewater would go down slightly but be a net benefit to the city. Commissioner Harding gave further explanation on the calculations. Commissioner Colonell stated that the argument be hypothetical due to the unknown factor of what will be built and agreed with Commissioner DiFransico's caution on precedence. Commissioner Harding agreed that other properties are in the same situation and that the city has to wait for the State on ROGO. Commissioner Colonell agreed to go forward and explore if the agreement is feasible. Mayor Raspe stated for the Commission to be in agreement to pursue the matter. Mr. Luis Alonso and Don Craig thanked the Commission for hearing their request.

4. **Citizen Comments and Correspondence:** Mayor Raspe informed that the City Commission reviewed all citizen correspondence and asked for citizen comments.

Laura Palguda-Barbara stated that her mother, owner of Unit 1, asked how the city can enter into a development agreement if they do not own the property. City Attorney Smits explained that authorization has to come with the developer trying to develop the property. Laura Palguda-Barbara stated that no authorization exists and that this was the first time she heard about it. City Attorney Smits stated that there would be no point in going forward if no authority existed. Laura Palguda-Barbara advised on no authority and advised to start with the contract on the property.

5. **Approval of Minutes**
   - **a.** April 15th, 2024 – City Commission Townhall Meeting
   - ~~**b.** May 13th, 2024 – City Commission Townhall Meeting~~ **deleted**
   - **c.** May 16th, 2024 – City Commission Public Hearing
   - ~~**d.** May 16th, 2024 – City Commission Regular Meeting~~ **deleted**

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

6. **Committee and Department Reports** (written reports provided; Staff and Board Chairs available for questions)
   - **a. Marathon Fire/EMS** – Marathon Assistant Fire Marshal Card gave the Fire Report for the previous month. Mike Card reported that one hazardous and five EMS calls were received during the prior month. Assistant Fire Marshal Card reiterated the importance of driving in the right lane and a slight uptick in accidents by not following the law. Mike Card informed that interviews continue for a Fire Chief and will hopefully be concluded soon. Marathon Assistant Fire Marshal Card updated that the grant for the Fire Boat was granted and talked about working on concepts for future rescues. Mike Card reminded that hurricane season had started and to be prepared with debris cleanup and to have propane properly stored.
   - **b.** City Administrator's Report – Mayor Raspe
   - **c.** Police Department – Chief DiGiovanni
   - **d.** Building/Code Department – Building Official Borysiewicz
   - **e.** Public Works – Public Works Department Head Guarino
   - **f.** City Clerk – City Clerk Gransee
     - 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

   Commissioner Harding asked Public Works Department Head Mike Guarino for feedback on storm drain cleaning and whether any repairs were needed. Mike Guarino reported that no repairs were needed so far.
   Vice-Mayor Foster commented on Public Works Employees cutting the Sadowski Causeway with the pole cutter and asked for an attachment for the tractor. Public Works Department Mike Guarino explained that the equipment was not working well and that another whole new piece of equipment would most likely be needed to complete the job.
   Commissioner DiFransico asked Chief DiGovanni for an explanation of the term 'Watch Order'. Chief DiGiovanni explained that residents can request the police to watch their homes while they are away.

7. **Mayor-City Administrator Items for Discussions & Approvals:**
   - **a.** Update on Marble Hall, Administrative Offices, and overall progress: Mayor Raspe updated to have met with the K2M Engineer and to have received a proposal for the pin pilings for the lower level of the offices as well as preliminary cost estimates to do some of the work. Mayor Raspe deferred to Building Official Borysiewicz to elaborate. Building Official Borysiewicz informed K2M to modify existing plans for the location and amount of pin piles or foam to fill the voids under the floors. Building Official Borysiewicz informed having received some estimates for parts of City Hall where bids are not required including drywall repair, tile installation, and paint. Building Official Borysiewicz explained for these prices to be preliminary and to give an idea of what can be done. Vice-Mayor Foster asked about the leveling of the floor. Building Official Borysiewicz stated for this to be part of the bid. Vice-Mayor Foster spoke on the voids extending further and to prefer them to be filled with slurry or injection.
     Commissioner Colonell asked about the idea of a beam for support for the attic. Building Official Borysiewicz stated to have met with K2M and another engineer in consideration for a second story. Building Official Borysiewicz informed that both engineers advised the idea not to be cost-effective and cheaper to build a standalone building. Building Official Borysiewicz stated that the beam for the sagging floor is still under discussion stages. Vice-Mayor Foster asked what the determination was made for the idea of a second floor not being feasible to go to a second floor. Building Official Borysiewicz stated unknown factors of removing the roof, and Mayor Raspe stated that the engineers had cautioned on the idea. The Commission further discussed existing and future pin piles, cost-effectiveness, and use of grant monies. Commissioner Harding asked about the timeline for moving offices. Building Official Borysiewicz stated that this be at the

Commission's directive and gave further information on available office space. Commissioner DiFransico suggested leaving staff in the trailers until all construction is completed.
There was no further discussion.

b. Discussion/Approval on providing a 20% discount for short-term boat trailer parking to first responders and military personnel:

Mayor Raspe introduced the agenda item and informed the Commission of his intention to provide a discount for long-term trailer parking as well. He asked for discussion and approval. Vice-Mayor Foster supported the idea and asked for guidance for City Hall to recognize identification cards properly. The Commission discussed and agreed to define the term military as active and veterans.

MOTION: Motion made by Mayor Raspe to provide a 20% discount for short and long-term boat trailer parking to first responders and active and retired military personnel. Vice-Mayor Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

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.

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

MOTION: Motion made by Vice-Mayor Foster to approve. Mayor Raspe asked for a second. Commissioner DiFransico seconded the motion.
DISCUSSION: Commissioner Harding asked about the effort to remove tarps in case of a storm. Public Works Department Head Mike Guarino confirmed for it to be simple.
ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Harding informed on an upcoming grant opportunity for parks and recreation and confirmed for grant monies to be able to use for equipment and hardware. Vice-Mayor Foster informed on two ongoing grants for the use of the Pickleball and Tennis Courts. Commissioner DiFransico asked for an update on the Pickleball and Tennis agreement. Building Official Borysiewicz informed that an agreement was reached and for the bid documents to be under review prior to the release of the bid for the construction of the courts. Building Official Borysiewicz further informed on received donations which are being held by the Pickleball Club.
There was no further discussion.

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

Mayor Raspe introduced the agenda item. Building Official Borysiewicz elaborated on the subject. Building Official Borysiewicz informed that Lori Lehr supported the city over the years with CRS and gave details on the current and expected future CRS discount. Building Official Borysiewicz recommended obtaining the services of Lori Lehr in view of his upcoming retirement and to provide a big benefit to the city. Commissioner Harding informed that Lori Lehr is the CRS contract person for Monroe County and stated for her to be an expert on the subject. Commissioner Harding verified that a draft acknowledgment was given for a 25% future discount effective April 2025 and confirmed for other agencies in the County having

designated personnel for CRS matters. Commissioner Harding confirmed the requirement for public meetings and suggested meeting on a quarterly basis.
There was no further discussion, and Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to approve. Commissioner Harding seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

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.

Mayor Raspe introduced the agenda item, spoke on salary and benefits, and confirmed a one-time salary increase for passing his licensing. Vice-Mayor Foster commented on the continued need for Building Official Borysiewicz, which Mayor Raspe confirmed. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner DiFransico to approve. Mayor Raspe asked for a second. Vice-Mayor Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

The Commission welcomed Tony Loreno to the city.

d. Discussion/Approval of the budget calendar for FY2024/2025

Mayor Raspe introduced the agenda item and informed on the proposed budget calendar. City Clerk Gransee informed that Commissioner DiFransico will not be available for the first public hearing. City Attorney Dirk Smits informed on quorum requirements for certain millage increases. City Clerk Gransee confirmed to bring the matter back to the Commission after calendar amendments were made.

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.

Mayor Raspe introduced the agenda item.

MOTION: Motion made by Vice-Mayor Foster to approve. Mayor Raspe asked for a second. Commissioner DiFransico seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

f. Discussion/Approval of a proposal by K2M for the KCB Roadway Safety Project in the amount of $22,160.00.

Mayor Raspe introduced the agenda item. Commissioner Harding elaborated on the matter and explained the purpose of the project to authorize the engineering firm for the 2022 FDOT Project with funding expected in July. Commissioner Harding informed that the city has to pay for the expenditure out of pocket for not being included in the original application and spoke further of the benefits of having a digital overview of the city. Commissioner Harding stated the engineering firm is recognized by FDOT, and once approval is obtained from FDOT, the project can go forward. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Mayor Raspe seconded the motion.
DISCUSSION: Commissioner DiFransico commented on the high costs of engineering services. Commissioner Harding informed that engineering costs are comparable to those of other engineering firms and further commented on the benefits of having the data for the city.
ON THE MOTION: Rollcall vote. Unanimous approval.

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 & Consideration of a proposal by IDB Custom Builders for Sadowski Bridge repairs in the amount of $22,082.00.
agenda addition

Mayor Raspe introduced the agenda item in addition to the additional proposal by IDB Custom Builders. Commissioner Harding asked Building Official Borysiewicz for a recommendation. Building Official Borysiewicz informed on having confirmed with FDOT what repairs are needed above and below the water. Building Official Borysiewicz further informed on having met with both potential contractors on above waterline repairs and for the underwater repairs to be held off for now. Building Official Borysiewicz stated that both contractors are good, and that the only difference in consideration is that Construct Build can start on Monday and IDB in three weeks. Building Official Borysiewicz confirmed for both repairs in the proposals to be identical in responses and recommended keeping the above and underwater repairs separate. City Attorney Smits agreed and further advised on the use of standard form contracts. Mayor Raspe asked for a motion to accept a proposal.

MOTION: Motion made by Mayor Raspe to accept the proposal by Construct Build and to start right away. Vice-Mayor Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Raspe called for a 5-minute break at 11:33 am.

The meeting reconvened at 11:39 am.

h. Discussion/Approval of a recommendation by Commissioner DiFransico on a change in methodology for wastewater billing.

Mayor Raspe introduced the agenda item and asked Commissioner DiFransico to elaborate. Commissioner DiFransico gave his presentation on proposed changes for wastewater billing. Commissioner DiFransico gave details on a revised approach, including the need to establish EDUs, reconciliation of the city's sewer users to billing, and a proposed timeline to implement changes. Commissioner DiFransico spoke on the importance of communication and the benefits to residents in eliminating the current inequities.
Commissioner Harding gave concerns on costs to collect monies by the FKAA compared to the current internal billing. Commissioner Harding cautioned on fees for credit card uses by the FKAA and for the city being billed for it. Commissioner Harding explained calculations for staffing costs and stated that the city would be more cost-effective than FKAA. Commissioner Harding talked about residents' concerns about the need for an irrigation meter and associated costs and that more feedback from the public is needed. Commissioner Harding informed on a suggestion by another agency to buy the data from the FKAA and to complete the billing in-house to be more cost effective.
Commissioner DiFransico spoke about residents who close their houses for the season and have to pay for usage. Commissioner Harding gave understanding but cautioned that there would not be a significant change in charges with a change in methodology. Vice-Mayor Foster expressed concerns about the cost of implementation and overall savings. Commissioner DiFransico stated that the goal is to create equity for all.

Vice-Mayor Foster cautioned on the turmoil of the last couple of years and the topic having to be looked at from a business perspective in addition to other factors. Commissioner Harding explained the charge for washing machines in Condominiums. Vice-Mayor Foster asked Commissioner DiFransico about his intent for today's request. Commissioner DiFransico requested approval to go forward with the implementation of the program as described in his term sheet. Commissioner Harding suggested not to concentrate on the commercial aspect but on the residents' concerns on irrigation costs. Commissioner Colonell commented that more information is needed and cautioned that the cost might outweigh the benefits. Commissioner Colonell gave further concerns on the possibility of purchasing water meters and questioned the equity of injuring one resident to benefit another.
Commissioner DiFransico gave understanding to Commissioner Colonell's comments.
Mayor Raspe agreed with Commissioner Colonell and wished for more information, not knowing if the cost was worth it.
Vice-Mayor Foster suggested waiting until the Community returns for the season to hold Town Hall meetings for residents' input. The Commission agreed to hold off on the matter until the first Town Hall meeting in November.

i. Discussion/Approval of an agreement between the South Florida Police Benevolent Association and the City of Key Colony Beach.

Mayor Raspe introduced the agenda item and asked Andrew Axelrod, General Counsel for the South Florida Benevolent Police Association, to elaborate. Andrew Axelrod reported that negotiations, after going on for almost a year, concluded, and a collective bargaining agreement was reached. Andrew Axelrod and thanked the Commission, Chief, and staff for their received support. Stephen Stahl, President of the South Florida PBA, commented on the city making an investment into public safety and the importance of the police in times of need. Stephen Stahl spoke of a good working relationship and stated to hope to reach a positive vote on the matter.
Mayor Raspe stated that the Commission had reviewed the agreement in a prior closed session, and some minor tweaks were looked at with no major differences. Mayor Raspe stated to make a motion to pass the agreement as ratified by the SFPBA in the morning.

MOTION: Motion made by Mayor Raspe to approve. Vice-Mayor Foster seconded the motion.
DISCUSSION: Commissioner Harding commented on a cooperative agreement and was impressed with the end result.
ON THE MOTION: Rollcall vote. Unanimous approval.

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

Commissioner DiFransico informed the FKEC not to be interested in the proposal and informed to be in conversations with Solar Firm SALT and to bring back more information the following month.
The matter was tabled until the following month.

Commissioner Harding reminded of grant opportunities and the importance of a proposed project being aesthetically pleasing for residents. Commissioner DiFransico agreed that there are many opportunities for solar installation and that it is important to understand possible costs.

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. **tabled**

k. Discussion/Approval for the pursuit of Florida Opioid Allocations of Funds for FY24/25. **addendum**

Mayor Raspe introduced the agenda item. Commissioner Harding gave the background on the opioid funding and corresponding filing deadlines. Commissioner Harding explained estimated funds and opportunities provided through the funding, including education, wellness, and support services. Commissioner Harding gave additional details on the annual funding opportunity and data on opioid abuse in Monroe County. Commissioner Harding stated the purpose of the discussion is to evaluate to participate in the funding. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to deny the funding request.
DISCUSSION: Vice-Mayor Foster supported the safe disposal of morphine for in-home care patients but not the administrative costs. Chief DiGiovanni informed that the Police Department is receiving Narcan from the Fire Department, and the Sheriff's office has a secure drug disposal in its lobby. Commissioner Harding agreed with giving support to the local sheriff's office and utilizing the sheriff's resources.
MOTION: Mayor Raspe seconded the motion to deny.
FURTHER DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

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
b. Business Impact Statement
c. Proof of Publication

Mayor Raspe provided the final reading of the Ordinance.

MOTION: Motion made by Commissioner Harding to approve. Vice-Mayor Foster seconded the motion.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Gransee informed of the Ordinance having been adopted.

10. Secretary-Treasurer's Report

a. May 2024 Financial Summary: Commissioner Harding provided the May Financial Report with no significant concerns on accounts. Commissioner Harding reported expecting some limited funds to roll over to 2025 and gave further data on revenue vs. expenses. Commissioner Harding informed for a draft budget to be in place and to be working on a 5-year capital plan.
Commissioner Harding reported on Wastewater accounts revenues being above budgeted target and expenses below. Commissioner Harding informed a 5 % increase in Sludge hauling expenditures and Electricity costs to track lower this year due to lower natural gas prices and to monitor capital expenses for upcoming larger projects.
Commissioner Harding informed on Stormwater Grants reimbursements for May and further talked about anticipated upcoming FDOT approvals.

b. Approval of Warrant 0524 in the amount of $525,029.99

MOTION: Motion made by Vice-Mayor Foster to approve the warrant. Commissioner Harding seconded the warrant.
DISCUSSION: None.
ON THE MOTION: Rollcall vote. Unanimous approvals.

11. City Attorney's Report

a. Update on the position of an Executive Assistant to the Mayor/City-Administrator **see under 1**

12. Commissioner's Reports & Comments

a. Commissioner Harding

i. Wastewater Sampling Summary Report for June 17th, 2024

Commissioner Harding informed of a significant increase in Covid in the city as well as the rest of the State. Commissioner Harding reported no increases in influenza and minor increases in RSV.

ii. Gas Tax Interlocal Agreement update: Commissioner Harding attended the bi-annual meeting for the interlocal gas tax agreement and explained how the tax is calculated. Commissioner Harding also informed about the next tax recalculation in 2027 and an additional 5 cent tax not to be recalculated until 2030 in correlation with census data.

iii. Monroe County EV Grant update: Commissioner Harding reported attending a meeting on EV charging and a County's request for federal government charging stations. Commissioner Harding informed of the filing deadline for the city to join the county's application and recommended not to pursue the grant.

b. Commissioner DiFransico: Nothing further.
c. Commissioner Colonell: Nothing further.
d. Vice-Mayor Foster: Vice-Mayor Foster asked Commissioner Harding to review the monthly cost for the CPA. Commissioner Harding informed that the former Utility Clerk's role had been absorbed by the City Hall staff and the CPA accountant. Commissioner Harding informed on the current contract with the CPA accountant and did not anticipate lower CPA costs unless with the hiring of a salaried position for Utility work. Vice-Mayor Foster informed that the Sludge Hauling contract with the city has expired and gave concerns on the correct certification on license requirements. Vice-Mayor Foster informed on changes in dumping locations and anticipated increases in fees. Vice-Mayor Foster informed of attending the Governor's conference alongside Chief DiGiovanni.
e. Mayor Raspe: Mayor Raspe asked City Clerk Gransee for an election update. City Clerk Gransee reported that the qualifying period for the upcoming elections ended, and all four Commissioners up for election had qualified and ran unopposed.

13. Citizen Comments: None.

14. Adjournment: The meeting adjourned at 12:44 pm.

Respectfully submitted,
Silvia Roussin
City Clerk

ADOPTED: ***August 15, 2024***
Silvia Roussin
City Clerk

Clerk

06-20-2024 Agenda Additions & Deletions / Regular Meeting

Deletion of Item 5b. and 5d. Meeting minutes from May 13th and May 16th

Under Item 8g. In addition to the proposal from Construct Build, a proposal from IDB Custom Builders was received for Sadowski Bridge repairs in the amount of $22,082.00.

Addendum to Item 8h. for Commissioner DiFransico's presentation on Wastewater invoicing.

New Item 8k: Discussion/Approval on the pursuit of Florida Opioid Allocations of Funds for FY24-25.

Addendum under Item 12 a.(i) to the Wastewater Report

+ agreement between the City & SFPBA

$22,087.02

Proposal

I.D.B.
CUSTOM BUILDERS

Date: June 17, 2024

Presented By: I.D.B. Custom Builders

CGC 1513656, CFC1428414

305.731.4563
jb@idbbuilders.com
885 98th St. Marathon, FL 33050

Presented To:

Edward Borysiewicz and Clerk 4

for services performed at 600 West Ocean Drive
Key Colony Beach, FL 33051 , **KCB Causeway Bridge Repair**

Here's the proposal we discussed. Please review and we'll discuss this at our next meeting. We're happy to be working with you on this project.

IDB shall prepare all necessary permit documents for submitting to the respective Building Department for the purpose of procuring a building permit to perform the work described herein. However, NO PERMIT FEES are included in the price of the project. Such cost are the sole responsibility of the property owner to bear.

IDB shall haul from construction site all construction debris and leave all work areas swept clean on a daily basis.

Any incidental work requested by owner during the course of the project that is not described in the scope herein, shall be billed on a "Time and Material" basis in the case of IDB self-performing the work or on a "Cost plus 20%" in the case of a sub-contractor performance.

Hourly Labor charges for specific trades are as follows:
Electrical and Plumbing - $125 per. hour.
Carpentry, Framing, Fabrication - $100 per hour.
Masonry, Painting - $75 per hour.
Unskilled labor/helper, cleaning - $45 per hour.

Estimate

03.00.00 Concrete/Masonry		**$22,082.00**
01- Mobilization/Staging/Solid Waste Disposal		**$3,500.00**
Mobilize Tool, equipment and work barge to jobsite. Provide dumpsters for solid waste disposal of concrete debris.		
Mobilization, Dumpsters, Solid Waste Disposal	1 each	$3,500.00
Approach Slab Backfill		**$3,412.00**
Excavate backfill from beneath approach slabs on SW and NW corners of bridge. Form and fill with 1000psi flowable cementious fill. Area to be filled approx		
Excavation Labor	1 each	$800.00
Forming Labor & Materials	1 each	$900.00
Flowable Fill	1 each	$1,712.00
Spalling & Crack Repairs		**$15,170.00**

****ABOVE THE WATER LINE REPAIRS*****

All pricing to complete the repairs noted on the FDOT Inspection Report is calculated on a unit pricing basis.
The cost total for this section is based on the estimated cubic footage volume of repairs apparant prior to the commencement of work.

North Seawall Cap - Repair area is approx 25 square feet with average depth of 6". for an estimated total of 12.5 Cubic Feet of spalling repair.
South Seawall Cap - Repair area is approx 20 square feet with average depth of 6" for an estimated total of 10 Cubic Feet of spalling repair.
Seawall Panels - Repair area is approx 3 square feet with average depth of 2 in. for an estimate total of 0.5 Cubic Feet
Column Cracks - Approx 6 lineal feet of crack per column , 12 columns for an estimate total of 72 lineal feet of crack repair.

Repair Procedure for spalled concrete:
1. Saw cut the perimeter of the repair area at a depth of approximately 3/4" in a straight parallel or perpendicular line with reference to the angle of the concrete member.
2. Remove spalled or unsound concrete within the identified area by use of a chipping hammer.
3. Remove concrete 1" minimum behind existing rebar in order to allow for full encasement of rebar upon application of concrete.
4. The existing rebar shall be wire brushed to remove corrosion. Apply Corroseal to the entire surface of the exposed rebar.
5. If existing rebar has greater than 30% section loss, it shall be remove and/or splice with new rebar of equivalent or greater diameter.
6. Sika Armatec 110 Epocem or Armatec 1C shall be applied on existing rebar prior to placement of concrete per manufacturer's recommendations.

7. The minimum concrete cover to the rebar shall be 2".
8. For shallow overhead and veritcal repairs , rapidset repair mortar may be used per manufactures recommendations.
9. For vertical repairs that are pourable and for repairs to slabs with full cross section loss, 5000psi concrete with rust inhibiting admixture shall be placed and finished to mag float finish.
10. All reinforcement that is removed and replaced shall match or exceed the existing rebar and spacing of the structural member.

Repair Procedure for Cracks
1. Sawcut cracks to a depth of 1/2" opeing crack width to 3/16" minimum
2. Clean dust from crack with compressed air.
3. Apply SikaFlex polyurethane crack sealant.

Spall Repairs	23 each	$12,650.00
Crack Repairs - Per Lineal foot	72 l.f.	$2,520.00

Base Price **$22,082.00**

CONTRACT TERMS AND CONDITIONS

This document contains the terms and conditions upon which Contractor agrees to perform the work set forth in the Proposal provided to Owner, said terms and conditions being specifically incorporated by reference therein.

For and in consideration of the mutual premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PROJECT SITE:

The construction project is located at:

600 West Ocean Drive
Key Colony Beach, FL 33051

2. NATURE OF WORK AND AGREEMENT; TIME.

a. *Specifications.* The work contemplated by this Agreement is Contractor's construction for the Owner at the above-referenced Project Site, according to the plans and specifications set forth in the "Proposal", and which are incorporated herein by reference. ("Plans and Specifications"). The Contractor shall perform all work SPECIFICALLY called for by this Agreement, including all work specifically described in any attached and referenced exhibits, and any work which is otherwise necessary for Contractor's performance under this Agreement, but not work which is not specifically and expressly included by the terms of this Agreement or work which is specifically set forth or otherwise contemplated as being the responsibility of another party, including Owner. ("Work").

b. *Commencement Date.* Contractor shall use its best efforts to commence the Work within Fourteen (14) days of receipt of all applicable building permits- however subject to reasonable delays, scheduling and other issues that may arise.

c. *Substantial Completion.* Contractor shall user its best efforts to be substantially complete with its performance under this Agreement within approximately _____ (__) months from commencement.

d. *Force Majeure:* If at any time the Contractor or any of its subcontractors or suppliers is delayed in performing Work that is contemplated by this Agreement, or Work which is otherwise necessary for Contractor's performance under this Agreement, by any circumstances beyond Contractor's, a subcontractors' or any supplier's control, this Agreement shall automatically be extended to the extent and for the time necessary for the Contractor to complete performance of its obligations, which may include time for Contractor, according to its reasonable business discretion, to make alternative arrangements to address any such unplanned circumstances. Such circumstances shall include, but not be limited to, fire, explosion, riot, theft, vandalism, inclement weather and related delays, labor disputes or severe labor or material shortages, unusual delays in obtaining specialty materials or parts, governmental action or failure to act (including but not limited to government "shutdowns", "lockdowns" or the like), viruses, pandemics, and any act of God resulting in unanticipated delay, and any changes requested by Owner that Contractor agrees to accommodate. Owner is responsible for delays and unplanned expenses or increased costs resulting from, or which are attributable to, causes other than any actions or failures to act by the Contractor, including delays, expenses and costs resulting from Contractor's accommodating Owner's requests for changes to plans or materials or items to be used or incorporated into the project.

3. CONTRACT PRICE:

a. *Price.* Subject to any additions and adjustments provided herein, Owner shall pay Contractor for the Work the total sum set forth in the Proposal. (the "Contract Price").

b. *Allowances.* The Contract Price includes the allowances for items set forth in Proposal. Items covered by an allowance shall be selected by the Owner within seven (7) days after Owner's receipt of written notice from the Contractor to do so. Should the Owner select or order work or materials that cost more than the assigned allowance, the Contract Price shall be adjusted upward accordingly. Owner agrees, that upon presentation of an invoice from Contractor reflecting said increase, Owner shall make immediate payment for same.

c. *Material Costs Increases.* The Contract Price for this project has been calculated based on the current prices for the component construction materials Contractor plans to use on the project, whether or not expressly specified in the contract documents. The parties recognize that the market for construction materials is considered to be volatile, and sudden price increases could occur. The parties agree that should there be an increase of ten percent (10%) or greater in the price Contractor plans to pay for any construction materials that are purchased after execution of this Agreement for use in this project, the Owner shall pay that cost increase to the Contractor upon presentation of applicable invoices or bills of sale.

d. *Changes in the Work.* The Owner, without invalidating this Agreement, may order changes in the Work consisting of additions, deletions or modifications, the Contract Price and the contract time being adjusted accordingly. All such changes shall be authorized in writing signed by both the Contractor and the Owner. The cost or credit to the Owner from a change in the Work shall be determined by mutual agreement of the parties. Contractor shall be entitled to payment of profit and overhead on any such changes to the Work.

e. *Unknown and Concealed Conditions.* Owner shall notify the Contractor of any conditions which are not readily noticeable or concealed conditions at the commencement of the Work. During the progress of the Work, Contractor agrees to promptly notify the Owner of any conditions discovered after the commencement of the Work, which will require changes in the Work. Owner shall be responsible for the cost of any such changes (including Contractor's profit and overhead) and the time frame for completion and other matters set forth herein shall be extended accordingly.

4. PAYMENTS AND BILLING.

a. *Deposit.* Upon signing this Agreement, Contractor shall receive an initial _____ Percent (___%) deposit from Owner in the amount of: _____ Dollars ($___,___.__).

b. *Progress Billing Cycles.* The parties agree that the contract price shall be payable to the Contractor as completion of the construction progresses. Contractor shall submit progress invoices reflecting the work completed, advance for the ordering of materials, advance for the retaining of sub-contractors and all billings for additions, deletions or other changes directed by Owner which have been incurred and processed as of the invoice date, including any past due amounts for amounts previously invoiced in addition to amounts needed for materials to be ordered to continue the work. Payments are due five (5) days from date of invoice.

c. *Non-Payment.* If, for any reason, payment is not made under the terms and provisions of this Agreement within seven (7) days of delivery of the progress invoice by Contractor to Owner, then the Contractor may stop progress of the Work until payment of the amount owing, including payment for all additional billings that Contractor invoices during such a late payment period, regardless of the time since such additional invoicing has been received or terminate this Agreement.

d. *Final Invoice and Payment.* At the project's substantial completion Contractor will issue an invoice to which the Contractor is entitled for the total contract amount, plus additions, deletions or other changes directed by Owner which have been incurred and processed as of the invoice date, including any past due amounts for amounts previously invoiced, less previous progress billings, less 5% or contract price. Contractor shall notify Owner of substantial completion. Within seven (7) days of receipt of such notice, Owner shall review the workmanship performed as described in the Proposal and in any change orders. Within the seven (7) day review period, if the Owner finds any workmanship to be unacceptable Owner shall provide a written list of items to be addressed by Contractor. After Contractor applies reasonable remedies to the items specified by Owner, the Contractor will issue a final invoice for the final 5% retainage. IF after seven (7) days after Contractor notifies Owner of substantial completion, Owner has not identified any items of workmanship for remedy, this shall

constitute full acceptance of the job, and Contractor shall issue a final invoice for the final 5% retainage. Final payment is due five (5) days from date of invoice. Failure to make timely payment of Contractor's final invoice according to the terms of this Agreement shall delay issuance of the Final Building Permit Inspection and/or the Certificate of Occupancy. Issuance of the Final Building Permit Inspection and/or the Certificate of Occupancy is wholly dependent on Owner's payment of the final invoice including any and all past due progress invoices and finance charges. The acceptance of final payment shall not constitute a waiver of any unsettled claims at the time of final application for payment. The payment of final payment shall constitute a waiver of all claims by Owner, except those previously made in writing and identified by the Owner as unsettled at the time of final application for payment. This waiver of claims shall not constitute a waiver of Owner's rights under the Contractor's warranty.

e. *Payments and Late Charges.* Owner agrees to pay each invoice submitted by Contractor to Owner for Contractor's performance under this Agreement within four (4) days of the invoice date. Payment is to be made in U.S. funds via personal check, certified check, money order, or wire transfer. Payment by credit card is not accepted. Finance charges for late payments shall accrue at a rate of one and one half percent (1½%) per month on the amount of any invoice that is paid late, with accrual of finance charges beginning on the 31st day following the invoice date. Finance charges shall be computed on the balance of all amounts previously invoiced and past due to Contractor, including previously invoiced and unpaid finance charges. Contractor's failure to include applicable finance charges in any particular invoice shall not be deemed as a waiver or limitation on Contractor's right to invoice Owner for such charges in a subsequent billing cycle.

5. LABOR AND MATERIALS; UTILITIES; SUBCONTRACTORS:

a. Except as otherwise set forth in this Agreement, the Contractor shall provide and pay for all labor, materials, tools, and equipment necessary for the proper completion of the Work. The Owner shall be responsible to connect, provide for and pay for utilities at the job site, including but not limited to water and electric.

b. The Contractor shall engage subcontractors competent in the specialty for which they are retained for the performance of such parts of the Work as it may deem desirable and shall have sole supervision over their Work. Owner and its agents agree to communicate only with the Contractor, and with such persons as the Contractor may designate. No agreements of any kind shall be made between the Owner and any suppliers, subcontractors or employees participating or for participation on the Work, without the prior written approval of Contractor.

6. TIME AND MATERIALS ("TM"); ADDITIONS, DELETIONS AND CHANGES: In cases where the price of the work designated within the Proposal indicates "Time and Materials" or "TM", or any addition, deletion or other change is requested or is necessary, the cost of such work (hereinafter "Costs of Work") shall be charged to the Owner along with Contractor's Overhead Fee, computed as ten percent (10%) of the total material cost of the work for any particular item so designated, plus Contractor's Profit of Ten percent (10%). Payment for all time and materials work shall be due and payable from Owner to the Contractor, upon presentation of an invoice to the Owner, without regard to the timing of work or payments set forth in the Draw Schedule.

Costs of Work, shall include the combined wages and associated costs of design and construction professionals, technicians, laborers and staff directly engaged in performing work that is contemplated by or which is otherwise necessary for Contractor's completing of such work. Current combined hourly rates for services to be performed by Contractor's personnel are set forth in the PROPOSAL hereto. Owner and Contractor agree that CONTRACTOR shall charge Owner for all services performed pursuant to this Agreement at the hourly rates set forth in the PROPOSAL. CONTRACTOR shall charge for all hours of services provided, or portions thereof, except in cases where a fixed cost for labor and other hourly services has been expressly agreed to in writing or are necessarily and expressly included in the total price of a fixed cost project, addition, deletion or other change. During the course of performance under this Agreement, CONTRACTOR shall be entitled to

make, in its discretion, normal and customary adjustments to the rates and employee category designations set forth therein, including those related to raises, promotions, reassignments and additions of new personnel.

Costs of Work for any particular addition, deletion or other change shall include costs of all materials to be used (including all associated sales and/or use taxes, freight, and delivery costs) to accomplish the addition, deletion or other change, including those supplied by the OWNER or any other party specifically designated to perform work at the Project Site pursuant to this Agreement or any modifications thereto. All such items shall be subject to a charge for Contractor's Overhead Fee (10%) and Contractor's Profit (10%).

Costs of Work for any particular addition, deletion or other change shall include costs of work performed and materials used by subcontractors on the particular addition, deletion or other change, whether the subcontractors are hired by the CONTRACTOR, OWNER or other party specifically designated to perform work at the Project Site pursuant to this Agreement or any modifications thereto.

Costs of Work for any particular addition, deletion or other change shall include costs, including any applicable sales and/or use taxes, of all temporary facilities, utilities, machinery and equipment that are fully consumed (or for which the useful life is effectively exhausted or expended) in performing work associated with the particular addition, deletion or other change or which is otherwise necessary for CONTRACTOR's performance of work necessary to complete the particular addition, deletion or other change.

Costs of Work for any particular addition, deletion or other change shall include reasonable rental costs, including any applicable sales and/or use taxes, of temporary facilities, machinery and equipment used or owned by the CONTRACTOR (or its separate divisions, subsidiaries or affiliates), or used by the OWNER or another party specifically designated to perform the particular addition, deletion or other change.

Costs of Work for any particular addition, deletion or other change shall include any portions of insurance premiums and bonds attributable or otherwise apportionable to the work performed with respect to the particular addition, deletion or other change.

Costs of Work for any particular addition, deletion or other change shall include all expenses and costs of work performed during punch-out and cleanup at the project site that are related to the particular addition, deletion or other change.

Costs of Work for any particular addition, deletion or other change shall include all permitting, impact and similar fees, including time spent in securing, processing and maintaining permits which are related to the particular addition, deletion or other change, and shall include reasonable legal or other professional fees of a necessary, routine or de minimus nature. In all cases, responsibility for obtaining legal or other professional assistance with respect to any requested addition, deletion or other change of a significant nature shall ultimately rest with the OWNER.

Costs of Work for any particular addition, deletion or other change shall include all changes in construction requested by any municipal or governmental authority having jurisdiction over construction practices on the property.

7. CONCRETE RESTORATION AND REPAIR. To the extent Owner engages contractor to perform concrete restoration and/or repair, the costs of such concrete restoration and/or repair shall be calculated on the following volume basis:

i. Spalling removal, treatment of reinforcing bars, replacement of cast concrete - $455 per cubic foot, plus Contractor Overhead (10%), plus Contractor Profit (10%).

ii. Crack repair – routing of crack with diamond wheel, fill with polyurethane sealant - $35 per lin. ft. plus Contractor Overhead (10%), plus Contractor Profit (10%).

iii. Stucco repair - Surface grind loose stucco. Application of bonding agent and stucco mortar, blend into adjacent texture- $55 per sq. ft. plus Contractor Overhead (10%), plus Contractor Profit (10%).

iv. New Stucco on bare masonry - Application of bonding agent and stucco mortar, blend into adjacent texture - $35 per sq. ft. plus Contractor Overhead (10%), plus Contractor Profit (10%).

8. SURVEYS, PERMITS AND REGULATIONS: The Owner shall furnish surveys and a legal description of the site. The Contractor shall procure all local building and construction permits necessary for the Work. The cost of the building and construction permit is not included in the Contract Price. Owner agrees to be liable for all permitting costs, including those costs incurred by Contractor in obtaining the necessary permits. Owner shall secure and pay for necessary approvals, easements, variances, assessments and charges required for the construction, use or occupancy of permanent structures or permanent changes to existing facilities. The Contractor shall comply with all laws and regulations bearing on the conduct of the Work and notify the Owner if the scope of Work is at variance with such laws and regulations.

9. ACCESS TO WORK: The Contractor shall permit and facilitate observation of the Work by the Owner or its agents and public authorities at reasonable times during business hours. Owner shall not interfere with the Work during any such observation.

10. LANDSCAPING AND CLEAN-UP: The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At the completion of the Work the Contractor shall remove from and about the project site all waste materials, rubbish, tools, construction equipment, machinery and surplus. Contractor does not provide a "cleaning service"- cleaning upon completion of the Work is the sole responsibility of the Owner.

11. INSURANCE:

a. The CONTRACTOR shall carry the following types of insurance, in the amounts set forth therein, or required by law, whichever is higher.

i. *Workers' Compensation Insurance.* Contractor shall carry Workers' Compensation Insurance at the statutory benefit level for workers' compensation and employer's liability with minimum per employee benefit limits of one hundred thousand dollars ($100,000) and with aggregate policy limits of at least five hundred thousand dollars ($500,000).

ii. *Commercial General Liability.* Contractor shall carry General Commercial Liability Insurance with aggregate coverage of no less than two million dollars ($2,000,000), one million dollars ($1,000,000) per occurrence.

iii. *Commercial Automobile Liability.* Contractor shall carry Commercial Automobile Liability Insurance with aggregate coverage of no less than one million dollars ($1,000,000).

b. Owner shall maintain throughout the duration of Contractor's performance under this Agreement property insurance covering all risks or perils, to the full value of the improved property. Such policies shall fully protect the interests of the Owner, and banks or other mortgage or lien holders (or interests of those who, by statute, may file liens against the subject property), if any. Proof of such insurance shall be provided to Contractor prior to commencement of work at the Project Site.

c. Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Price, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided herein or until no person or entity other than the Owner has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

d. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

e. If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable damages and costs properly attributable thereto.

e. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

f. The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

g. Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days prior written notice has been given to the Contractor.

h. Contractor shall be named an additional insured under any Owner policies required herein.

i. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants' separate contracts, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

12. STATUTES AND WARRANTIES: This Agreement is subject to terms of all provisions of the Monroe County, Florida Building Code with respect to construction and/or warranties, the terms of which are incorporated herein by reference.

13. TERMINATION BY THE CONTRACTOR: Should the Work be stopped by any public authority for a period of thirty (30) days or more through no fault of the Contractor, or should the Work be stopped through the neglect of the Owner for a period of fourteen (14) days, or if the Owner fails to make a payment thereon for a period of four (4) days of receipt of any invoice, the Contractor may immediately, stop work or terminate this Agreement and recover from the Owner payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well

as reasonable overhead, profit and damages. In the event that the Work is stopped under this paragraph, the Owner agrees and consents by his/her/its signature on this agreement to the removal of the Contractor from any and all permits.

14. TERMINATION BY THE OWNER: If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with this Agreement or fails to perform a provision of the Agreement, the Owner, after fourteen (14) days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

15. RESPONSIBILITIES OF ARCHITECT, ENGINEER AND DESIGNER. Contractor shall not be responsible for performance of any architect, engineer or designer who is designated or otherwise used by Owner to perform Work on the Project, whether or not such other parties have been expressly specified or identified herein. When performing pursuant to this Agreement, Contractor shall be entitled to rely on the accuracy and authority of any project-related Work or services provided by such other parties.

16. LIMITATION OF LIABILITY: The parties hereto recognize the relative risks and benefits of the Project to both Owner and Contractor. The risks have been analyzed and the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Contractor and its sub-consultants and subcontractors to either the total dollar amount of this contract (the total amount of the contract will be inclusive of all approved change orders) or the amount of Contractor's applicable insurance, whichever is less, for any and all claims, losses, costs, expenses, damages of any nature whatsoever, from any cause or causes. Therefore, the total aggregate liability of the Contractor and its sub-consultants or subcontractors shall not exceed the total amount of either the Contract or the total amount of the Contractor's applicable insurance, whichever is less, for services and work rendered on this Project. Such claims and causes include, but are not limited to, negligence, any claim under Chapter 558, Florida Statutes, professional errors or omissions, strict liability, breach of contract, or warranty.

PURSUANT TO SECTION 558.0035, FLA. STAT., THE INDIVIDUAL EMPLOYEES AND AGENTS OF CONTRACTOR SHALL NOT BE INDIVIDUALLY LIABLE IN NEGLIGENCE UNDER THIS CONTRACT FOR ANY ECONOMIC DAMAGES CAUSED THEREBY.

17. WARRANTIES; WIND, WATER, RADON AND MOLD NOTIFICATION:

a. To the extent required by law, Contractor will repair any defects in materials purchased and supplied by Contractor and workmanship for a period of one (1) year from the earlier of the date of issuance of a certificate of occupancy/final inspection or the termination of the Agreement, so long as termination was not the result of Owner's default of its obligations under this Agreement. THE CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AS TO ANY AND ALL MATERIALS OF WHATEVER KIND AND NATURE FURNISHED AND/OR SUPPLIED BY THE OWNER. In all instances where a manufacturer's warranty exists, the manufacturer's warranty will supersede and replace that of the Contractor. Contractor shall install all materials, equipment, appliances and other items in the project according to manufacturers' specifications so as not to negate applicable manufacturer warranties. Failure to make timely payment of Contractor's invoices according to the terms of this Agreement shall render null and void Contractor's warranties. Contractor's responsibility to repair a defect in materials and workmanship shall not extend beyond the obligation to repair the specific defect, and Contractor shall not be responsible for any consequential damage (including death, personal injury, or damage to other building components, contents, or other property) caused by or resulting from the defect, or for repair of defects or workmanship where any subsequent activities or work by the Owner or others at the site has made such repair more difficult to accomplish than had such subsequent activities or work not occurred.

b. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. THIS LIMITED WARRANTY EXCLUDES CONSEQUENTIAL AND INCIDENTAL DAMAGES AND LIMITS THE DURATION OF IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMISSIBLE UNDER STATE AND FEDERAL LAW.

c. WIND AND WATER. IN ADDITION, OWNER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE WORK WILL BE PERFORMED IN AN AREA THAT IS SUBJECT TO HURRICANES, WIND STORMS, AND OTHER WEATHER CONDITIONS UNDER WHICH IT IS LIKELY THAT WIND-DRIVEN MOISTURE CAN BE FORCED INTO JOINTS, OPENINGS IN DOORS, WINDOWS, AND OTHER FITTINGS, FINISHES, AND ROOF COVERINGS. CONTRACTOR DOES NOT GUARANTEE THAT WATER WILL NOT INTRUDE INTO THE STRUCTURE, WITH THE POTENTIAL TO CAUSE SIGNIFICANT INTERIOR DAMAGE. OWNER IS ADVISED TO PROCURE INSURANCE TO COVER SUCH DAMAGE. THE LIKELIHOOD OF SUCH WATER INTRUSION TENDS TO INCREASE OVER THE LIFE OF THE BUILDING. IN THE EVENT OF WATER INTRUSION THROUGH OR AROUND ANY DOOR, WINDOW, OR OTHER FITTING OR FINISH, OWNER SHALL DEFEND, INDEMNIFY, AND HOLD CONTRACTOR HARMLESS FROM AND AGAINST ANY AND ALL DAMAGES THAT MAY RESULT FROM SUCH INTRUSION.<u1:p></u1:p>

d. RADON AND MOLD DISCLOSURE. The Contractor and Owner hereby acknowledge their understanding of the following and that Contractor shall not be responsible or liable for any claim relating to or arising from:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it overtime. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

MOLD: Mold is a naturally occurring fungus that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Residential and other buildings are not and cannot be designed or constructed so as to exclude all mold spores. Under certain conditions, harmful levels of mold can accumulate in buildings in any area of Florida or elsewhere. Additional information regarding mold and mold testing may be obtained from state and federal authorities.

18. NOTICES: All Notices to be given by each party to the other pursuant to this Agreement shall be delivered in person or deposited in the United States Mail, postage pre-paid, by certified or registered mail, return receipt requested or by overnight courier and addressed as follows:

a. If to Contractor, to:

IDB Custom Builders, Inc.

c/o Jonathan Burns

_____

Marathon, Florida 33050;

With a copy to:

Richard A. Malafy, Esquire

10887 Overseas Highway, Suite #201

Marathon, FL 33050;

b. If to the Owner, to:

600 West Ocean Drive
Key Colony Beach, FL 33051

19. TIME OF ESSENCE: Time is of the essence with respect to the performance of each of the covenants of this Agreement.

20. WAIVER: No waiver or modification of the terms and conditions contained herein shall be effective unless in writing and duly signed by an officer or agent authorized to act on behalf of the waiving party. The failure of either Contractor or Owner to insist in any one or more instances upon the strict performance of any one or more of the obligations of this Agreement, or to exercise any right or election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such or more obligations of this Agreement or of the right to exercise such election, but the same shall both continue and remain in full force and effect with respect to any subsequent breach, act or omission. No payment by Owner or receipt by Contractor of a lesser amount than that which is owed, shall be deemed to be other than on account of the earliest amount then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment, be deemed an accord and satisfaction, and Contractor may accept such check or payment without prejudicing Contractor's right to recover the balance of such fee or pursue any other remedy provided in this Agreement, by law or in equity.

21. GOVERNING LAW; VENUE; JURISDICTION: This Agreement and all transactions contemplated by this Agreement will be governed by, and construed and enforced in accordance with, the laws of the state of Florida without regard to principles of conflicts of law. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred in Monroe County, Florida. Any permitted civil action, or legal proceeding with respect to this Agreement will be brought only in the courts of record within the 16th Judicial Circuit in and for Monroe County, Florida (Marathon Division) or, the United States District Court, Southern District of Florida. Each party consents to the jurisdiction of such Florida court in any civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court.

22. ATTORNEY'S FEES:

a. In the event of any action or proceeding brought by either party against the other party under this Agreement, the prevailing party shall be entitled to recover for the fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the court may adjudge reasonable as attorney's fees.

b. In the event that Contractor engages legal counsel, short of filing suit, due to Owner's failure to pay and/or failure to comply with other terms of this Agreement, Owner shall be liable to reimburse Contractor for any and all such fees and costs.

c. If Contractor is made a party to any litigation instituted by or against the Owner, by any third party, the Owner shall indemnify Contractor against and save it harmless from all costs and expenses, including reasonable attorney's fees, incurred in connection therewith.

23. WAIVER OF JURY TRIAL: EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, AND, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY.

24. HEADINGS AND INTERPRETATION:

a. The article and section captions contained in this Agreement are for convenience only and do not in any way limit or amplify any terms or provisions of this Agreement. The terms "Contractor" and "Owner" as used in this Agreement shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one Owner, the obligations imposed on Owner under this Agreement shall be joint and several.

b. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

25. AMENDMENTS: No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with same or similar formality as this Agreement and executed by an authorized representative of Contractor and Owner.

26. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be severable and valid and enforceable to the fullest extent permitted by law

27. BINDING EFFECT: This Agreement shall be binding on the parties and their respective heirs, successors, assigns, and personal representatives.

28. NO RELIANCE: CONSTRUCTION: Each of the Parties hereto hereby declares that prior to the execution of this Agreement; they have apprized themselves of sufficient relative data in order to intelligently exercise his/her own judgments in deciding on the contents of this Agreement and whether to execute this Agreement. Owner acknowledges that its, his or her decision to execute this Agreement, is not as a result of undue influence or duress, and not predicated on or influenced by any declarations or representations not set forth in this Agreement, by the Contractor, or any other person or party, or any predecessors in interest, its successors, assigns, officers, directors, employees, agents or attorneys. Each of the parties hereto hereby further acknowledges and agrees that each of them has had significant input in the development of this Agreement and this Agreement shall not, therefore, be construed more strictly against any party responsible for its drafting.

29. ASSIGNMENT: Neither Contractor nor Owner shall assign, pledge, hypothecate or any other manner attempt to transfer the rights and obligations under this Agreement without the prior written consent of the other. Any purported assignment or other attempted transfer in violation of this section shall be null and void.

30. NO THIRD PARTY BENEFICIARIES: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

31. FORCE MAJEURE: If either party shall be delayed, hindered or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor trouble, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, acts of God (including but not limited to flooding, tropical storms and hurricanes), pandemics, viruses, government closures and shutdowns or other reason of a like nature not the fault of the party delayed in performing or doing

acts required under this Agreement, the period for the performance of any such act shall be extended for a reasonable period.

32. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

33. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties hereto and all previous negotiations leading hereto, and no agent, representative, salesman or officer of Contractor has authority to make or has made any statement, Agreement or representation, either oral or written, in connection herewith, which would modify or change the terms and conditions set forth in this Agreement.

34. NOTICES REQUIRED BY FLORIDA LAW:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (§§ 713.001 to 713.37, Fla. Stat.), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Division of Professions, Construction Industry Licensing Board, 1940 North Monroe Street, Tallahassee, FL 32399-0783, Phone: 850.487.1395.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES. CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

Signatures

Client: Edward Boryslewicz

Date

City of Key Colony Beach

The Florida Department of Children and Families Office - Florida Opioid Allocation of funds

Background:

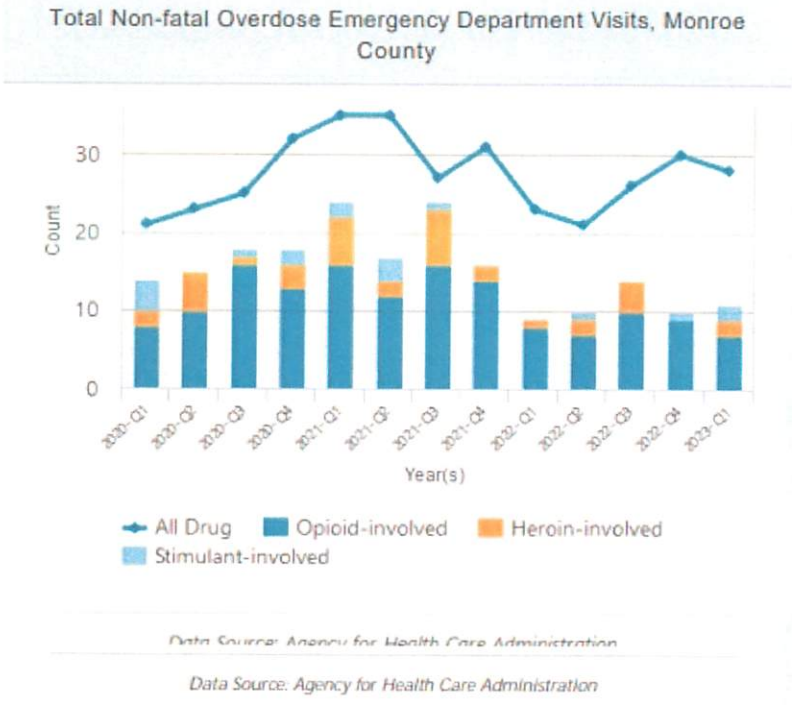
- Many of the States have completed long term settlements with Opioid Manufacturers and distributors to fund mitigation in communities devastated by opioid abuse.
- Florida is estimated to receive $3.2 billion from eight different settlement agreements over 18 years. Each year a certain amount of funds become available for distribution. 2023 funds were $206 million for Florida.
- Opioids are medications prescribed for severe pain, examples include Fentanyl, Oxycodone, Morphine, OxyContin, Vicodin, etc.

Request:

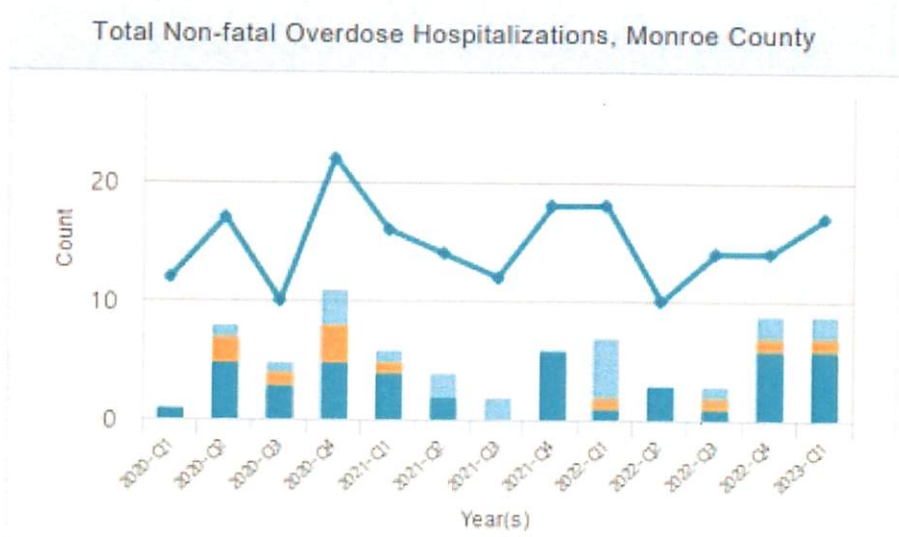
- The deadline to apply for funds to expend during the Fiscal Year 2024/2025 is July 01, 2024. Assume this will be a yearly request as funds are available.
- Funds allocated by County and Cities:
    - Potential for Key Colony Beach is 0.004751812 % of the yearly funds allocated
- After review of the details of potential uses of the funds, the following could apply to Key Colony Beach potential uses:
    - Obtain Naloxone to reverse opioid overdoes, first responders and requesting residents. Currently available in Monroe County - Florida Department of Health locations, Key West, Marathon, Key Largo.
    - Provide training for EMT, law enforcement, and other first responders. Training in appropriate precautions when dealing with fentanyl, and other drugs.
    - Provide wellness and support services for first responders who experience trauma with opioid-related events.
    - Training for pre-arrest diversion programs
    - Educate first responders relating to immunity and Good Samaritan laws.
    - Funding for drug disposal programs and public education (unused/no longer needed drugs).
    - Dissemination of web-based training related to addiction
    - Training and education for recovery for posting
    - Administration costs and financial tracking costs.
- Of course, annual financial audits will need to be completed and retained.
- Funds not requested by a city will be given to others in the County for distribution.

Question: Do we want to pursue for Fiscal Year 2024/2025?

Monroe County Florida Data – Florida Dept of Health



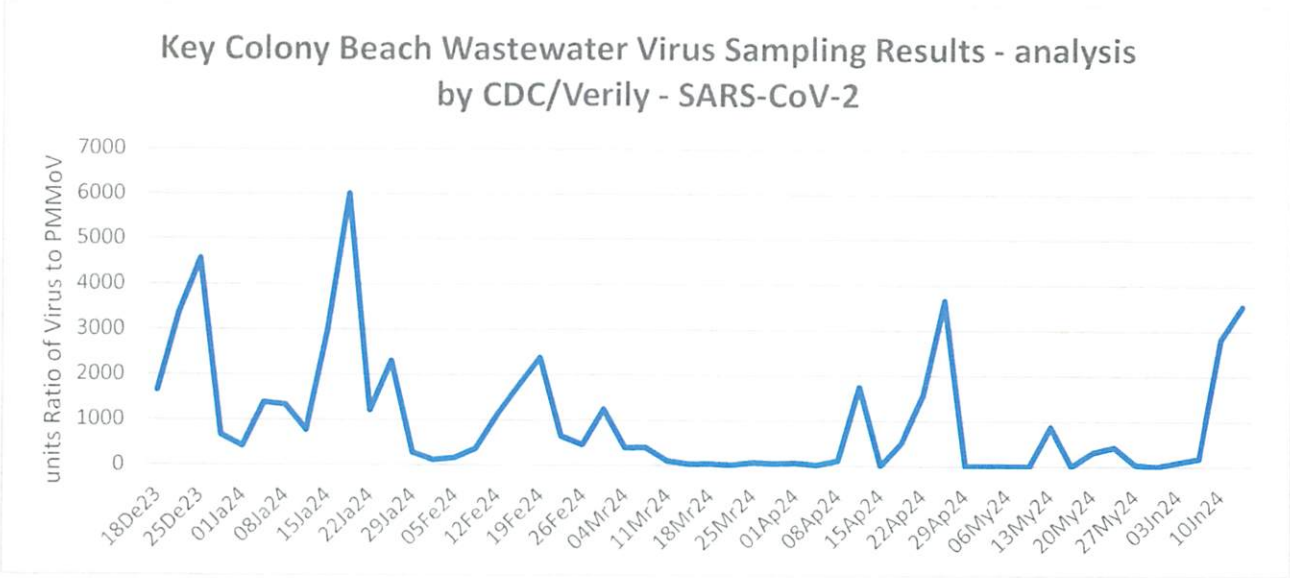
Monroe County Florida Data – Florida Dept of Health

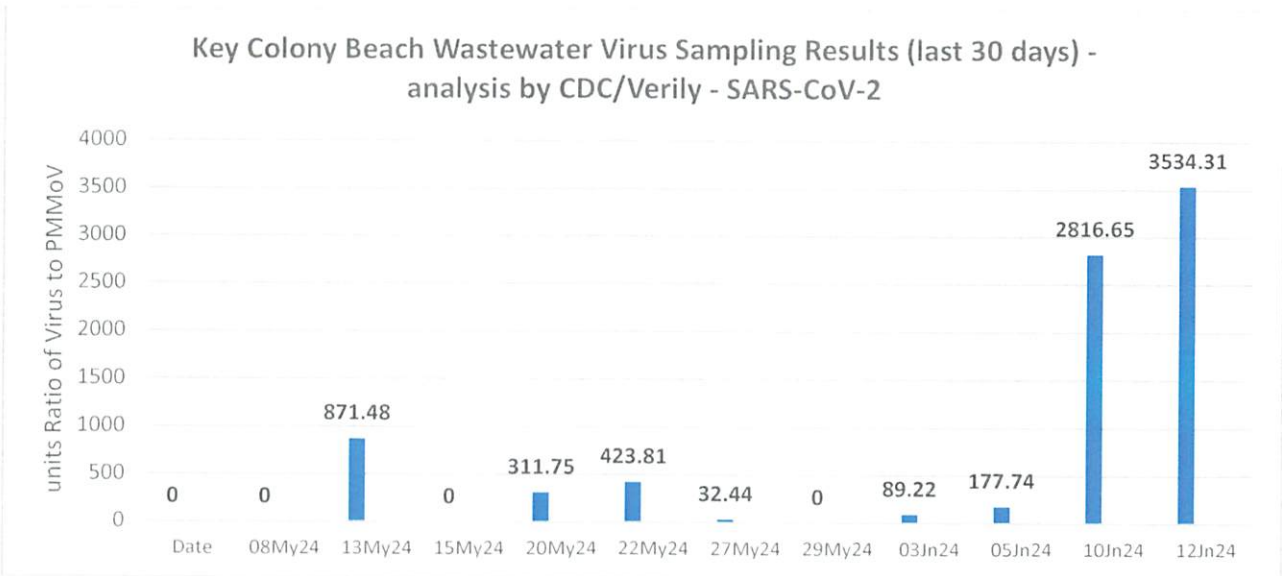


City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – June 17, 2024

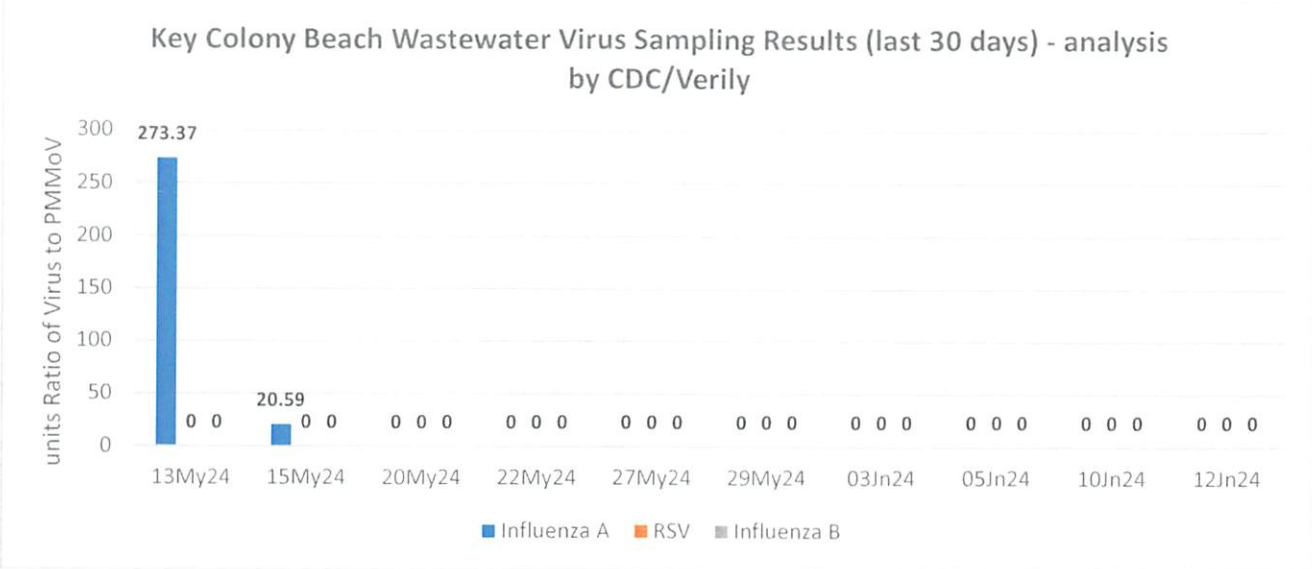
Specific data for Key Colony Beach – wastewater sampling:

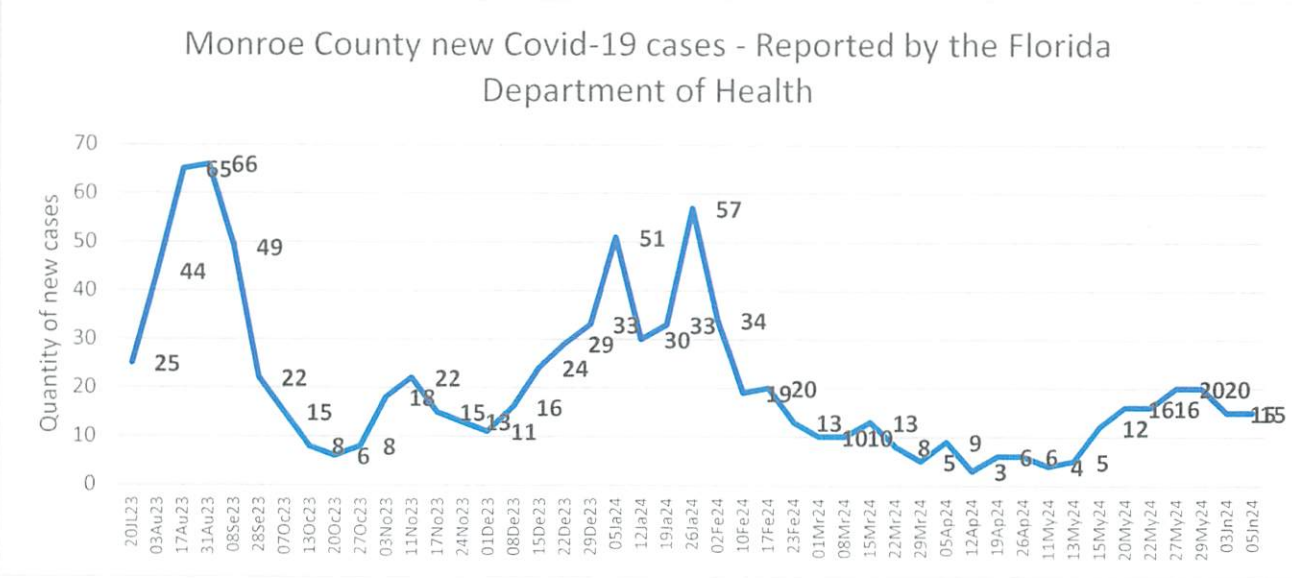




City of Key Colony Beach

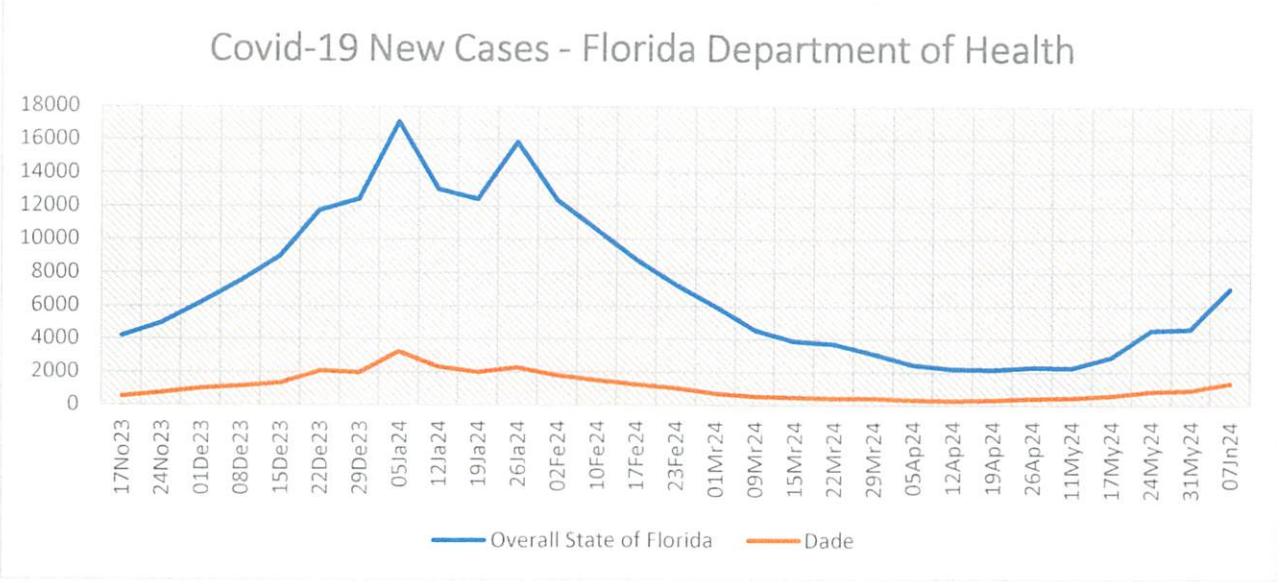
Wastewater Sampling Update for Concern Virus's – June 17, 2024





City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – June 17, 2024



Summary Report by Tom Harding, based on CDC/Verily and the State of Florida Health Department for Monroe County new Covid-19 cases - data through 15Jn24.

Waste Water Invoicing:
A More Equitable Approach

Revised Approach

Current Invoicing:

- Residents and Condos
- Invoiced Quarterly
- Paid in Advance

Commercial Invoiced Monthly

Proposed Invoicing:

- Invoiced Monthly in Two Parts
  - Fixed Charge Based on EDU's
  - Flow Charge based on Water Usage

Accurately Reflects Usage of Each Property

Revised Approach Uses FKAA's

- Metering
- Billing, and
- Collection

Implementation Plan

Rate Verification

- Audit of Rate Calculation by Treasurer and Accountant

Reconcile Water and Sewer Billings

Communication

- Homeowners
- Commercial
- Condominiums

Change Ordinances

Address Problems and Complaints

Reconciliation

1600 Sewer Users => 1100 Water Bills

Homes:

One to one (mostly)

Commercial and Condos:

Reconcile Based on Equivalent Dwelling Units (EDU's)

After reconciliation, all users will be treated equally.

Commercial Billing – May 1, 2024

BUSINESS NAME	NEW METER READING	OLD METER READING	Gallons Used	Rate	Amount	Amt. Billed
A04. Key Colony Beach Motel	9062500.10	8974899.80	87,600.30	0.0232	$ 2,032.33	**$ 1,946.72**
**POOL Meter Reading	5539740.00	5536050.00	-3,690	0.0232	$ (85.61)	Pool Credit
A03. Cabana Club	425971.79	373758.86	52,212.93	0.0232	$ 1,211.34	**$ 871.92**
**POOL Meter Reading/Provided by: (Call/Text Mike Tracy at 305-942-1366)	8562640.00	8548010.00	-14,630	0.0232	$ (339.42)	Pool Credit
A02. Havana Jack's	1584597.19	1540113.51	44,483.68	0.0232	$ 1,032.02	**$ 1,032.02**
A01. Glunz Ocean Beach Club	9988163.60	9908335.90	79,827.70	0.0232	$ 1,852.00	**$ 1,852.00**
A06. Key Colony Beach Inn	4031039.22	3951053.60	79,985.62	0.0232	$ 1,855.67	**$ 1,855.67**
A10. Causeway Pizza **CLOSED**	0.00	0.00	0.00	0.0232	$ -	**$ -**
A07. Circle K Store	726919.78	715290.13	11,629.65	0.0232	$ 269.81	**$ 269.81**
A08. Key Colony Citgo	399843.43	390893.65	8,949.78	0.0232	$ 207.63	**$ 207.63**
A13. Key Colony Beach Realty	DO NOT READ	60.00	0.00	0.00	$ -	**$ 60.00**
A11. KCB Shopping Center	DO NOT READ	240.00	0.00	0.00	$ -	**$ 240.00**
					Total Billed- $	**8,335.77**

Communication

Homeowners:

Letters to Sewer Bill addresses

Commercial:

Individual Meetings with Management

Condominiums:

Meetings with Condo Assn Managers

All Hands:

Town Hall meeting using Zoom

Timeline

July

Sewer Invoices for Jul/Aug/Sep mailed

August

Payment Received

September

No Change

October

No Billing for Sewer Usage

November

About 11/3 Water Meters Read (Oct Usage)

About 11/20 Payment Received

December

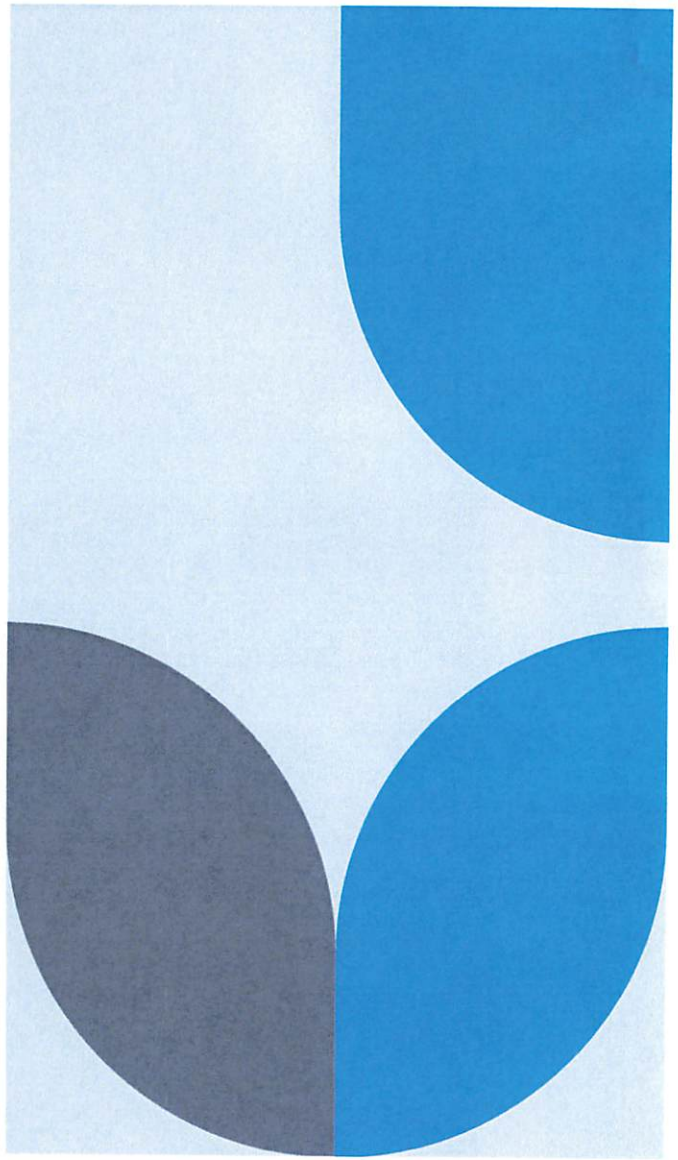
About 12/20 Payment Received

Note that Proposed Approach Includes invoicing after usage and results in a cash flow deficit in the first quarter of FY 2025.

In addition, because the Water Meters are not read on the first of the month, about three days of sewer fees go uncollected. These can be collected through a separate billing.

Summary

- Revised approach recognizes usage in establishing price.
- Inequities which exist in the Current System will be eliminated.
- Communication will be important.
- Errors will occur and will need to be addressed.
- The City will end up with a more smoothly functioning system for collection of sewer fees.



06-20-2024 City Commission Meeting
Citizen Correspondence Regular Meeting

Good Morning City Commissioners and Members of the Public,

The City Clerk's office received the following citizen correspondence.

- May 19th, Doug Koos, 341 11th Street: Mr. Koos wrote to the City Commission in support of a change in the sewer billing system based on usage.

- May 20th, Judy Burgett, KCB resident, wrote to the City Commission in support of a change in the water and sewer billing based on usage.

- June 15th, former Commissioner and City Clerk Kathryn McCollough wrote to the City Commission asking for consideration to extend the proposed military and first responders discount for short-term parking to long-term parking as well.

- All correspondence was shared with the City Commission in its entirety and will be attached to today's meeting minutes as well.

Thank you!

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

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: Kathryn <keycolonygal@gmail.com>
Sent: Saturday, June 15, 2024 9:03 PM
To: KCB Mayor; Tom DiFransico; Freddie Foster; Tom Harding; Silvia Gransee; letters@peopleareasking.org
Subject: [External] Discount on Short Term Trailer Parking

Thank you for considering a discount on short-term trailer parking for first responders and military personnel.

Please also consider extending the discount for first responders and military personnel to long term parking.

Respectfully,
Kathryn McCullough