

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, November 20th, 2025 – 9:30 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

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

- 1. Call to Order, Pledge of Allegiance, Prayer, and Roll Call**
- 2. Approval of the Agenda** *(Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote)*
- 3. Special Requests**
- 4. Citizen Comments and Correspondence**
- 5. Committee and Department Reports** *(written reports provided; Staff and Board Chairs available for questions)*
 - a. Marathon Fire/EMS – Marathon Fire Chief Muro – Pgs. 1-3**
 - b. Police Department – Chief DiGiovanni – Pgs. 4-11**
 - c. City Administrator – John Bartus – Pgs. 12-13**
 - 1. SWIG Update – Pgs. 14-20**
 - 2. Ron Book Update – Pg. 21**
 - 3. Early Alert Update – Pg. 22**
 - 4. Floodproofing Wastewater Lift Station Equipment – Pgs. 23**
 - d. Building/Code Department – Building Official Loreno – Pgs. 24-25**
 - e. Public Works – Public Works Department Head Guarino - Pgs. 26-27**
 - f. City Hall – City Clerk Roussin – Pgs. 28-29**
 - g. Beautification Committee – Chair Bachman**
 - h. Planning & Zoning Board – Chair Lancaster**
 - i. Recreation Committee – Chair Catto**
 - j. Utility Board – Chair Swanson**
- 6. Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
 - a. Approval of the following City Commission Meeting Minutes:**
 - 1. 10-16-2025 City Commission Public Hearing Minutes – Pgs. 30-33**
 - 2. 10-16-2025 City Commission Regular Meeting Minutes – Pgs. 34-41**
 - 3. 10-24-2025 City Commission Special Meeting Minutes – Pgs. 42-43**
 - 4. 11-05-2025 City Commission Workshop Meeting Minutes – Pgs. 44-49**
 - b. Approval of Warrant No. 1025 for \$876,495.11 – Pg. 50**
 - c. Approval of Jay Helme as an Alternate for the Planning & Zoning Board (TBD: Planning & Zoning Meeting 11/19/2025) – Pgs. 51-54**

Members of the public may speak for three minutes and may only speak once...unless waived by a majority vote of the commission. Persons who need accommodations in order to attend or participate in this meeting should contact the city clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance. If a person decides to appeal any decision made with respect to any matter considered at any meeting, that person will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

7. Discussion Action Items

- a. Discussion/Review of the Unsolicited Lease Proposal for a Public-Private Partnership by Daryl Rice Management Regarding the Golf Course**
 - 1. Determination of whether the Proposal is in the Public Interest
- b. Discussion/Approval of the Second Interim Lease Agreement Extension with Daryl Rice Management LLC. – Pgs. 55-107**
- c. Discussion/Approval of a Recommendation by the Recreation Committee for the Implementation of a Protocol for New Recreation Committee Projects**
 - 1. Protocol – **Pg. 108**
 - 2. Request Form – **Pg. 109**
- d. Discussion/Review of the Updated Recreation Committee Priority Improvement List – Pg.110**
- e. Discussion/Approval for Amendments to the Employee Resource Guide**
- f. Discussion/Approval of a proposal by Sands of the Keys to purchase or lease of a Printer/Scanner**
 - 1. Option A: \$15,870.49 or 12-month financing at \$1,479.72 per month – **Pgs. 111-113**
 - 2. Option B: \$15,870.49 or financed over 36 months at \$475.00 per month – **Pgs.114-116**
 - 3. Option C: 63-month lease at \$299.00 per month – **Pgs. 117-119**

8. Ordinances & Resolutions

- a. SECOND AND FINAL READING OF ORDINANCE 2025-502:** An Ordinance of the City of Key Colony beach, Florida, amending Chapter 5 of the Code of Ordinances related to ‘Boats, Boat Trailers, Marine Facilities and Waterways’, Article III, “Marine Construction and Improvements, Docking of Boats”, Division 3 “Docks, Piers, and Mooring Equipment”, Section 5-44 related to City Commission Approval Criteria, providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date.
 - 1. Ordinance 2025-502 – **Pgs. 120-122**
 - 2. Business Impact Statement – **Pgs. 123-124**
 - 3. Proof of Publication – **Pg. 125**
- b. Resolution 2025-13:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Determining That The Unsolicited Proposal For The Management, Operation And Maintenance Of The City’s Public Golf Course Is In The Public Interest; Directing The Publishing Of The Required Report In The Florida Administrative Register; Authorizing The Negotiation And Preparation Of A Comprehensive Agreement; Providing For An Effective Date. – **Pgs. 126-131**
- c. Resolution 2025-14:** A Resolution of the City Commission of the City of Key Colony Beach, Florida, Adopting the 2025 Update of the Local Mitigation Strategy as required by State and Federal Regulations to Qualify for Certain Mitigation Grant Funding; and providing for an effective date. – **Pgs. 132-134**
- d. Resolution 2025-15:** A Resolution of the City of Key Colony Beach, Florida, approving the revised Personnel Policy Manual, repealing all prior Policies in conflict herewith, providing for implementation, and providing for an effective date. ****TBA****

9. Secretary-Treasurer's Report

a. October 2025 Financial Summary – Pgs. 135-137

10. City Attorney's Report

11. Commissioner's Reports & Comments

a. Commissioner Tom Harding

1. Wastewater Sampling Summary Report of November 17th, 2025 ****TBA****

b. Commissioner Kirk Diehl

c. Commissioner Tom DiFransico

d. Vice-Mayor Doug Colonell

e. Mayor Freddie Foster

1. City Hall Financing

12. Citizen Comments

13. Adjournment

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

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89738406746?pwd=RhyjgxMYlB2kgA041tvqF2QHmOatXS.1>

Passcode: 768418

Phone one-tap:

*+13052241968,,89738406746#,,, *768418# US*

*+19292056099,,89738406746#,,, *768418# US (New York)*

Join via audio:

+1 305 224 1968 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

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+1 646 931 3860 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

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Webinar ID: 897 3840 6746

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International numbers available: <https://us02web.zoom.us/j/89738406746?pwd=RhyjgxMYlB2kgA041tvqF2QHmOatXS.1>



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 11/1/2025
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: George Garrett, City Manager
Subject: October Month End Report

MARATHON RESPONSES	October
Fire Incidents	5
Hazardous Condition	6
Public Service	14
False Alarm Fire	18
Good Intent Call	19
EMS	77
Inter-facility Transfers	48
Total for Month:	187
Total Calls for Calendar 2025:	1,510

FIRE PREVENTION – Chief Muro and AFM Card	October
Fire Inspections	16
Fire Safety Plan Review	41
Occupational or Annual License Inspections	4
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	October
Fire Incidents	0
Hazardous Condition	2
Public Service	1
False Alarm Fire	3
Good Intent Call	1
EMS	2
Total for Month:	9
Total Calls for Calendar 2025:	115

VACATION RENTALS – Inspector Hendricks	October
Total Applications Processed	106
Vacation Rental Inspections	104
Total VR Fees Collected	\$110,300.00
Agent/Local Contacts Trained	124
Total VR Licenses Issued	97

Operations October 2025

Fire Officer Training –

Fire Officers worked on daily training by leading and confirming their shifts' Fire and EMS Training for existing members of the team, using Vector Solutions.

Fire Training –

We are onboarding new members during the month of October. We had one departure of a member who took a job with a Dade County agency. Marathon Fire had one structure fire during this reporting period which due to minimum manning upgrades had adequate manning to overcome the fire, with no use of mutual aid. We are scheduled for our 5-year ISO "Insurance Safety Office" inspection on December 9th, 2025. We are partnering with the Aqueduct Authority for documentation on water flow and hydrants and with 911 Dispatch for their role. This evaluation verifies training records, apparatus inventory and measures our testing of our equipment to assure readiness. ISO inspections also review station maintenance, station distances and minimum manning to assure the safest response to fire emergencies for the public interest.

EMS –

In October Marathon Fire Rescue completed Pediatric Advance Life Support for all Paramedics. Fire Officers and the Fire Chief and lead by Dr. Gandia, the Medical Director, began revising our medical protocols. The protocols now will be accessible on an "APP", which allows searchable access by all members. These revisions not only updated the protocols in accord with American Heart Association recommendations, but also by deleting medications that were no longer relevant. We relied on expiration records to confirm some that were not needed and compared protocol with other Agencies. We will be completing ACLS "Advance Cardiac Life Support" certification in late January 2026 which is required for Paramedic renewal in December 2026.

City Partners –

We remain working with RQI for CPR compliance for City employees who committed to being certified in CPR in 2025. This same training platform exists with KCB Police Department to keep our Law Enforcement partners trained and proficient in CPR in our sister City.

Fire Operations –

A MOU "memo of understanding" was entered into for 60-day trial related to upgraded staffing at Station 15, is under review, and some changes are being planned to reduce costs. This staffing allows us to mitigate both fires, motor vehicle accidents and EMS calls without delay and without taking units out of Station 14 zone.

Community Outreach/ Recognition –

Marathon Fire Rescue was on standby at several community events to include the JAWS movie, Trunk or Treat at Sombrero Beach and the Leukemia Walk, Crane Point Hey Ride & "Behind the Airport" on Halloween Night.

BENEVOLENT FIREFIGHTER SERVICES

Benevolent met on October 8, 2025

ACTIVITIES ATTENDED IN OCTOBER:

MHS Varsity Football

MHS Homecoming Parade

Crane Point Witches in the Hammock

Trick-or-Treat at the Beach

Trick-or-Treat – Community Appearance (behind the Airport)

Commission Meeting Report
Key Colony Beach Police Department
October 16, 2025, to November 12, 2025
Chief Kris DiGiovanni

REPORTS

1. 10/23/2025
Report Number KCBP25OFF000031
7th St
Medical Emergency
Result: TOT Fire Rescue

MEDICAL/ALARM CALLS

Total Calls: 2

CALLS FOR SERVICE

Total Calls: 28

10/17/2025-Suspicious Activity-W Ocean Dr-Broken sliding glass door. Appeared to have broken while landscaping was being done.

10/17/2025-Trespassing Residential-E Ocean Dr-Reference 3 Juveniles on property walking on beach, looking for a place to fish. They were advised to place where they could fish and moved along.

10/17/2025-Animal Incident-9th St-Refence subject thought an animal was on their couch. No animal was found.

10/18/2025-Traffic Offense-7th St-Truck/Trailer parked on right of way. Had them move to the designated lot.

10/21/2025-Suspicious Activity-13th Reference subject walking on property. It was mosquito control.

10/22/2025-Criminal Mischief-E Ocean Dr-Subject thought his car had been keyed. It was old damage.

10/22/2025-Assist Citizen-14th St- Intoxicated subject kept calling in on 911. No emergency. The subject was advised of the misuse of 911.

10/22/2025-Open Door – West Ocean Dr-Wind blew the door open.

10/23/2025-Animal Incident-8th Reference a missing dog. The dog was located and returned to the owner.

10/24/2025-Asssit Agency-600 W Ocean Dr-DCF Case worker needed assistance.

10/25/2025-Suspicious Vehicle-12th St-Vehicles parked on property. Belonged to the maintenance worker.

10/25/2025-Assist Citizen-E Ocean Dr-Subject had civil matter questions.

10/26/2025-Hazard-13th St-Broken water line/ FCAA responded.

10/28/2025-Traffic Offense- W Ocean Dr-Vehicle parked in parking lot with music playing. Moved along.

10/29/2025-Resource Check-Sunset Park-Negative Violations.

10/30/2025-Resource Check-W Ocean Dr-Negative Violations.

11/01/2025-Assist Citizen-W Ocean Dr-Ongoing issue. Dispute between neighbors.

11/02/2025-Harrassment-W Ocean Dr-Ongoing issue. Dispute between neighbors.

11/03/2025-Neighbor Problem-W Ocean Dr-Ongoing issue. Dispute between neighbors.

11/04/2025-Assist Citizen-Sunset Park-Subject requested the bathrooms to be opened.

11/04/2025-Trespassing-E Ocean Dr-Fishing on pier-Trespass warning issued.

11/05/2025-Assist Citizen-W Ocean Dr-Questions for Officer.

11/06/2025-Traffic Offense-15th Circle-Boat Trailer parked in roadway-Warning Issued.

11/06/2025-Grand Theft-5th St-Report of items taken-Delayed reporting of crime from a week ago-Subject wanted a phone call back, negative answer after multiple attempts.

11/07/2025-Residential Trespass-4th St-Subject saw vehicles in their driveway via cameras- Construction vehicles from next door were parked in driveway-Moved along.

11/07/2025-Assist Citizen-W Ocean Dr-Questions about noise ordinance and construction-Subject wanted a phone call back. After several attempts, no answer.

11/09/2025- Vessel Theft-8th St-Report of vessel being stolen overnight. Boat had gone adrift and found near 122nd St in the water way.

11/11/2025-Asssit Citizen- W Ocean Dr- Condo manager wanted subjects in a vehicle trespassed from property. Vehicle was gone upon arrival.

SPECIALTY UNIT PATROL

Boat Patrol, Sgt. Burden, 10/30/2025 - Assisted MCSO and USCG for 2 hours. They requested assistance with an issue in Sister Creek.

TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 90

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

Total: 11

CITATIONS/WARNINGS

1. Traffic Citations: 0
2. Traffic Warnings: 18
3. Code Citations: 0
4. Code Warnings: 0
5. Resource Checks/Marine Life: 2

ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

Ofc. Bethard served as an Honor Guard at the academy graduation in Key West.

BBQ with The Cops - Ofc. Buckwalter spearheaded another successful BBQ.

Ofc. Buckwalter attended Red, White, and Blue Day at Stanley Switlick.

KCBPD was represented in the Veterans' Day Parade in Marathon and in Key West.

Chief of Police Kris DiGiovanni

Attended the graduation of Basic Law Enforcement Class 93 at the College of the Florida Keys.

Attended an ICE/287(g) conference meeting with the City Clerk regarding reimbursement.

Attended the *COPS BBQ* at Sunset Park.

Updated inventory list for Finance.

Attended a meeting with Code Enforcement and City Hall staff.

Updated the WEX fuel cards list to correct information.

Working with Insight and Verizon for the installation of the new LPR cameras on the Causeway.

Attend in-person training at MCSO regarding *Active Shooter*.

Drove the first vehicle in the Marathon Veteran's Day Parade with a resident Veteran.

Attended a Rotary Lunch.

Manage the day-to-day tasks for the police department.

SAFETY MEETING AGENDA

Key Colony Beach Police Department

Safety Meeting has been sent via email to all officers.

November 2025.

ITEMS & DISCUSS

High Visibility Vest

DISCUSSION:

The importance of wearing a high visibility vest when increased visibility would improve the safety of the officer, or when the officer will be exposed to the hazards of passing traffic or will be maneuvering or operating vehicles, machinery, and equipment.

Examples of when high-liability vests should be worn include traffic control duties, traffic crash investigations, lane closures, and disaster scenes.

TYPE:

The importance of tear-away vests so that the officer does not get injured by a passing vehicle.

CONCLUSION:

All officers ensure that their vest is in good working condition, as in the Velcro is still functioning correctly, there are no holes/rips where there shouldn't be, and that is the tear-away type. If it needs to be replaced, the officer will notify the supervisor immediately.

Code Enforcement Activity Report from Oct 1 to November 13, 2025

Officer: Martha Dreyer

Key Metrics & Enforcement Actions:

Activity	Quantity
Total Citations issued	13

Details:

Specific focus areas included unpermitted trailers, multiple trailers on one property, and improper trash receptacle placement. All citations are properly documented on Citizen serve with details of photos, explanation of violation and fees. A couple of the citations were completed at the request of City Hall.

Activity	Quantity
Formal Paper Warnings Issued	30+
Phone calls Made	50+ (made/received)

Details:

Issued for potential violations such as overgrown vegetation, illegal signage (such as Real Estate signs) empty lots with overgrown yards, trash Bins not collected within the required time frame after collection, refrigerators placed on the road without doors removal and some property maintenance issues.

Activity	Quantity
Property Manager/ Owner contact	Multiple

Details:

Direct communication via phone calls, emails, text messages, photos provided to property managers and owners to resolve violations prior to formal action.

Violations and Compliance Efforts

This section details the nature of the complaints and proactive enforcement activities addressed during the reporting period:

- **Vehicle & Parking Violations:**

- Issued citation and warnings for trailers parked without a valid permit.
- Addressed cases of more than one trailer parked at a single residence.
- Handled reports of trailers left in empty lots.

- **Property Maintenance & Aesthetics:**

- Addressed numerous complaints and issued warnings regarding overgrown yards (including vacant/empty lots).
- Investigated and resolved issues concerning broken gates.
- Enforced regulations related to the improper trimming of palm trees.
- Addressed violations where trash cans were left out for more than 24 hours (all were contacted via phone and written warnings first)
- Inspected and followed up on residences without clearly posted house numbers.

- **Signage & Lighting:**

- Investigated and enforced proper placement of Real Estate Signs posted incorrectly (4 in total were corrected according to ordinance)
- Addressed complaints regarding front lights that were excessively bright

Complaint Response & Residence Assistance

I managed incoming complaints and inquiries to ensure timely resolution and public satisfaction:

- **Complaint Response Calls:** Responded to a specific number of complaints calls from residents regarding various violations.
- **In-Person Resident Consultations:** Visited resident's homes to help them resolve their complaints/inquiries through mediation and providing code-compliant solutions.
- **Specific Disputes Handled:** Mediated a neighbor dispute concerning a grape seed tree and responded to a nuisance complaint.
- Assisted City Hall and City Code with a Business License Renewal (had to go to the site to speak to Employee who only spoke Spanish) little after that, Business license was renewed.

Internal Support & Collaboration

I provided direct assistance to co-workers and collaborated with other departments:

- **Co-worker Email/Task Support:** Responded to and investigated issues forwarded by co-workers via email, focusing on complex or follow-up cases (e.g., broken gates, illegal signs, overgrown yards, neighbor disputes).
- **Inter-Departmental Meetings:** Attended a necessary meeting with Chief and City Hall staff to discuss enforcement strategies, and specific cases, as well as clearing up cases that are still open on citizen serve. (there are over 1000 cases open/not completed on citizen serve from 2021 to July 2025) I have started working on some of those cases to get them closed/completed. There were over 100 Observation cases only, I have completed and closed at least 150 cases in the last couple of days.

Professional Development & Community Engagement

- **Staff Training:** Participated and still participating in Training with other staff members to maintain proficiency and consistency in enforcement procedures.
- **Community Outreach:** Assisted with the community BBQ Event, serving as a positive representative for Code Enforcement and fostering community relations.

City of Key Colony Beach

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



Date: November 13, 2025

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. As of the deadline for this report, the City Commission is to meet on Friday, November 14, to finalize the agreement with Pedro Falcon for our City Hall Hardening & Rebuild project. To get there, the City opened bids, the evaluation committee met, and the City Commission approved awarding the bid to the lowest responsible and responsive bidder: Pedro Falcon Contractors. Quite a bit of Commissioner, staff, and architect time went into this process, and we are very ready to move forward.
2. Worked with the Mayor, Tony Lorenzo, and Samantha Rodamer to complete the City's response to FloridaCommerce and the ORC Report for our Comprehensive Plan. Their concerns were addressed, new language was drafted, and new data to justify our Plan was collected and incorporated into the Plan. The Plan goes before the Planning & Zoning Board on November 19, and will come to the City Commission for its first reading in December.
3. Attended the Recreation Committee and Beautification Committee meetings as well as the Legal meeting discussing issues being considered today. Also, I will attend the Planning & Zoning meeting scheduled for November 19.
4. Continued my dialogue with Ron Book and Kelly Mallette with the Ron Book lobbying firm; the potential approval of their agreement is on the agenda as part of my report today (addendum included).
5. Along with the Mayor, I represented the City for the Monroe County Delegation Zoom Meeting with State Representative Mooney and State Senator Rodriguez. We made our case for legislative changes and funding requests. Also, I worked with the Mayor, our engineer, and our lobbyist to submit an appropriation request to the Legislature for wastewater system improvements. There will be more to come on this.
6. Met with Sandy Walters and Kenneth Kellum with SWIG on the EPA South Florida Program Grant for a canal restoration pilot project. Seeing as the federal government shutdown has ended, the grant opportunity may become available shortly. After listening to the Commission last meeting, SWIG has returned with alternate ideas that they will present at today's meeting.
7. Continuing Education: I attended a full day of FDEM education at the Monroe County EOC on October 29. The courses were FL-601 (Preliminary Damage Assessment) and FL-612

(Debris Monitoring). As we seem to have had a very uneventful tropical season, preparedness is still essential for future years. That leads me into...

8. Early Alert. I hope to have news at this meeting about our City being able to piggyback on Marathon's agreement with Early Alert. They offer specialized and specific emergency management services that we will only pay for as we use them. One incredibly important aspect of this is during our cleanup and recovery: they have personnel who will help ensure that we dot our I's and cross our T's to ensure our successful receiving of FEMA reimbursements. The principals of Early Alert are both former fire chiefs in the Keys, and I worked with both in the City of Marathon for years. They have assembled a group of emergency professionals who are ready to go if we need them for disaster response, and they are very familiar with F-ROC...

9. Speaking of, I have completed our Disaster Readiness Assessment for FDEM's F-ROC program. F-ROC stands for Florida Recovery Obligation Calculation, and it is an initiative by the Florida Division of Emergency Management to streamline and simplify the FEMA Public Assistance process after a disaster. F-ROC standardizes project applications, uses intuitive data entry, and focuses on proactive measures like readiness assessments and customized abatement plans to speed up recovery. F-ROC's goal is to reduce wait times for disaster recovery funding by making the process more efficient.

10. I am continuing to work with other municipalities and the County on resiliency and our Vulnerability Assessment process that will open the door to future resiliency grants. We are still awaiting state approval of our draft Watershed Management Plan for Key Colony Beach. This will become another valuable planning tool that will open doors for future grant funding. One of the products of this workgroup is the Local Mitigation Strategy document that you will consider today.

11. In August, I worked with Commissioner Harding on an application for FDEM/FEMA Non-Disaster Mitigation Funding for elevation of wastewater system components (addendum attached). Last week, I received a Notice of Interest response that determined that our project appears to be eligible for these funds. I will continue working with our engineer to file our application.

John Bartus
City Administrator, Key Colony Beach

Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

City Commission Observations

- Visual screening (wall or hedge)
- Electric—City or solar (minor use)
- Pump sound blocking (like pool pump with cover)
- Sole source with SWIG

Immediate Benefits to City

- City grant management
- Citizen WQ education
- Keys leadership role in supporting pilot WQ improvement project

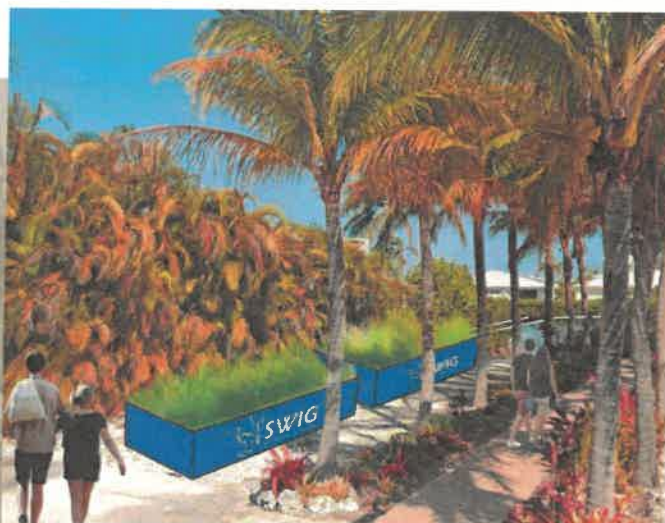
Small Scale Pilot Project Expected Nutrient Removals

- TP – 2.7 lb/yr P removed
- TN - 18.6 lb/yr N removed



Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

Location Option 1, Boat Ramp



Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

Location Option 2, Sadowski Road



Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

Location Option 3, Parking Lot



Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

Federal Procurement Rule

§ 200.320(c) Noncompetitive procurement.

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity [City of Key Colony Beach] expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined to be inadequate.

- SWIG's media is patented.
- SWIG's containerized pump-and-treat system is unique allowing it to fit into narrow access areas along canals and rights of way.
- SWIG meets the noncompetitive procurement requirements specified above, which are also consistent with State of Florida procurement standards.
- SWIG was designated as a sole source by the City of Lakeland for the DEP innovative technology grant that was awarded last year, supporting this determination (letter on next slide).

The City of Key Colony Beach will need to make this determination under its established procurement process and this will be included in the application.



Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

City of Lakeland Sole Source Letter and Certification Form (in your packet)



CERTIFICATION FORM

By signing this form, the applicant is agreeing to all of the following terms (check each statement):

- ☒ Grant will be for cost reimbursement; advance payment is not authorized;
- ☒ Equipment purchases necessary for the project will be approved at DEP discretion on a limited case by case basis (rental and lease of equipment is acceptable);
- ☒ No reimbursements will be authorized for the purchase of land, vehicles, boats, or any single piece of equipment over \$5,000;
- ☒ Grantee's subcontractors will be selected in compliance with state law, competitive or sole source;
- ☒ Acceptance of the Department's Quality Assurance Requirements for Grants (Exhibit D);
- ☒ Department's contractual boilerplate language has been reviewed by applicant's legal and procurement offices;
- ☒ Acceptance of the Department's contractual boilerplate language.

I, the undersigned Authorized Representative of the Project Proposal, hereby certify that all information contained herein and in the attached is true, correct, and complete to the best of my knowledge and belief. I further certify that I have been duly authorized to file the proposal for consideration of funding and to provide these assurances.

Authorized Representative Signature: **Smith, Laurie**

Authorized Representative (name typed): **Laurie Smith**

Signed this **18** Day of **June**, 20**24**


Sustainable
Water Infrastructure
Group, LLC

July 23, 2025

Laurie Smith, CPA, CFSA
Lakes & Stormwater Manager
Public Works
City of Lakeland
407 Fairway Avenue, Lakeland, FL 33801

Subject: Sole Source Justification for Lake Morton Nutrient Removal Demonstration Project - Sustainable Water Infrastructure Group, LLC

Dear Laurie,

The Sustainable Water Infrastructure Group, LLC (SWIG) respectfully submits this Sole Source Justification Letter in accordance with Chapter 287.057(5)(c), Florida Statutes, to document the necessity of procuring a proprietary technology developed and solely provided by SWIG for the Lake Morton Nutrient Removal Demonstration Project.

Project Background

Lake Morton, located in Polk County, Florida, is a 40-acre impaired waterbody within the Peace River watershed. It has been verified by the Florida Department of Environmental Protection (FDEP) as impaired for nutrients and has an approved Nutrient Reduction Plan for total nitrogen (TN), total phosphorus (TP), and chlorophyll-a.

Justification for Sole Source Procurement

The selected treatment technology, known as the Phosphorus Elimination System with Denitrification (PES+D), is proprietary to SWIG and protected by patent. The PES+D modules utilize a multi-stage nature-based filtration media with a vertical flow process combining aerobic phosphorus adsorption with anoxic denitrification, capable of removing both inorganic and organic forms of nitrogen and permanently binding phosphorus without chemical additions. The media formulations and treatment module configuration are exclusive to SWIG and are not available from any other vendor.

Key Justifications include:

1. **Proprietary Design:** The PES+D technology is patented and not available through alternative suppliers. No comparable system is commercially available with equivalent performance metrics or modular deployment.

Performance Requirements: The PES+D system meets the project's nutrient removal objectives, including projected removals of 9.6 lb/year TP and 60.2 lb/year TN, with lifetime removal efficiencies exceeding 80% and 60% respectively.

Demonstration Scope: This project is structured to evaluate the effectiveness of SWIG's PES+D module modules in small-footprint, urban lake-edge settings, consistent with FDEP's interest in scalable, innovative BMPs for nutrient-impaired waters.

Vendor Rules in Monitoring and QA/QC: SWIG, along with its subcontractors, will oversee all aspects of the design, installation, monitoring, QA/QC, and reporting in accordance with an approved Quality Assurance Project Plan (QAPP), as outlined in the FDEP Grant Work Plan (DEP Agreement MO - B0V44).

Isolation

Based on the above, and in accordance with Chapter 287.057(5)(c), Florida Statutes, SWIG is the responsible source capable of meeting the requirements of the Lake Morton Nutrient Removal Demonstration Project. Competitive procurement is not practicable due to the unique patented nature of the SWIG PES+D technology.

We let us know if any additional documentation is required to support this sole source statement.

Reply

Marketback

Sustainable Water Infrastructure Group, LLC
778-9178
info@swig-llc.com

Key Colony Beach Nutrient Removal Demonstration Project in Marine Waters

City Commission Observations

- Visual screening (wall or hedge)—*when site chosen direct us on what you want*
- Electric—City or solar (minor use)—*direct us on what you want*
- Pump sound blocking (like pool pump with cover)—*cover blocking sound is part of project design*
- Sole source with SWIG—*providing example of Lakeland process which found full legal justification*

Immediate Benefits to City

- City grant management—*grant budget can cover (est. \$25,000)*
- Water Quality education—*sign incorporated into project with QR code for more information*
- Keys leadership role in supporting pilot WQ improvement project—*at no cost to City*

Small Scale Pilot Project Expected Nutrient Removals

- TP – 2.7 lb/yr P removed
- TN - 18.6 lb/yr N removed
- *Pilot project results can lead to scaling for cleaning up canal water quality*



City of Key Colony Beach

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



Date: November 13, 2025

To: Mayor & Commissioners

Subject: Lobbying Services – Ron Book

From: John Bartus, City Administrator

At the Mayor's direction, I reached out to lobbyist Ron Book to inquire about his services and how they might work for Key Colony Beach. I have previous experience with Mr. Book and his team from my years on Marathon's City Council, and I know him as a very capable and productive lobbyist. I look at his addition to our lobbying team in Tallahassee as an investment that will pay dividends far beyond the cost of his contract. Mr. Book's firm works very well with The Southern Group and Kate DeLoach, our current lobbyist. They formulated a great working relationship with the City of Marathon, and I know they will do the same here.

Mr. Book has 30+ years of experience in the inner workings of Tallahassee. He represents clients before the State Legislature, Governor's Office, and the myriad state agencies. His firm is expert in the appropriations process, responsible for literally billions of dollars in grants, programs, and earmarks for his clients. As an innovator in local government representation, Mr. Book and his team craft relationships – they are already familiar with the leadership of the House and Senate for the next upcoming sessions. They are a bipartisan firm that enjoys and cultivates relationships on both sides of the aisle in Tallahassee, and this allows them to be effective in the current political climate.

In addition to the City of Marathon and other South Florida municipalities, Ron Book represents Miami-Dade, Broward, Brevard, and Seminole Counties. Mr. Book was named Appropriations Lobbyist of the Year in 2021 and 2023, and received a News Service of Florida Impact Award in 2024. In years to come, as we begin to ask for major appropriations for wastewater, roads, canals, and resiliency projects, it would be good to have the best in the business on our team.

I recommend entering into an agreement with Ron Book for lobbying services. His firm will work well with our current lobbyist, and will help us with the issues we face now and in the future in Tallahassee.

City of Key Colony Beach

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



Date: November 13, 2025

To: Mayor & Commissioners

Subject: Early Alert Emergency Management Services

From: John Bartus, City Administrator

As we are now in the Atlantic Hurricane Season, it's best that we be totally prepared in the event of a storm or other disaster. I worked with Early Alert during my time with the City of Marathon, and my personal experience with its founders goes back even further.

William and Hans Wagner (sons of Monroe County's legendary emergency manager Billy Wagner) are the principals of Early Alert. Hans was Marathon's Fire Chief while I was Mayor during the 2005 hurricane season, where we were hit by four storms (including Wilma). William also served as Fire Chief for both Marathon and Islamorada. With Early Alert, they have assembled a nationwide team of emergency management professionals ready to help local governments and organizations with assistance in preparation, response, and recovery from disasters.

Early Alert can assist us with the following:

- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Public Assistance Program
- Hazard Mitigation Assistance
- Florida Division of Emergency Management (FDEM), including the Florida Recovery Obligation Calculation (F-ROC)
- Monroe County Emergency Management Program and Requirements
- Florida Statutes §252.38(2) Emergency Management Powers of Political Subdivisions

I have met and spoken with William. I see us having a relationship with Early Alert like the one they have with Marathon, other municipalities, and the County. Their services are generally billed on a pay-as-you-use-them basis, and their expertise is invaluable during a disaster and recovery.

I am looking into piggybacking off the City of Marathon's agreement with Early Alert. This arrangement could be beneficial to both of us — and I hope to have more detail at the meeting.



Floodproofing Wastewater Lift Station Equipment

- Relocate 13 existing control panels on existing power poles.
- Reset 15 electric meters with associated FKEC coordination.
- Replace 2 control panels and reset at higher elevation.
- No platforms, etc. due to locations.
- FEMA Map indicating Flood Elevation at 8' (NAVD '88) for majority of locations.
- If 1' above flood is design requirement, the bottom of panel would be set at 9'. Most grade elevations are around 4'. Breaker location must be within 66"± of grade elevation.
- Pump conductors are typically set at the manufacturer for a specific length and then cut in field. We could add demarcation box to terminate wires at existing location so pump cabling could remain as is...would want demarcation box to be 'submersible' or waterproof. Haven't done this, so would have to see if we could. Otherwise, would need new cable from each pump to new panel elevation.
- I would budget the following:

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization/Demobilization	1	LS	\$ 29,000.00	\$ 29,000.00
2	FKEC Coordination Allowance	1	LS	\$ 38,000.00	\$ 38,000.00
3	Control Panel Replacements	2	EA	\$ 18,000.00	\$ 36,000.00
4	Control panel Adjustments	15	EA	\$ 6,000.00	\$ 90,000.00
5	Electrical Modifications (conductors, conduit)	15	EA	\$ 4,500.00	\$ 67,500.00
6	Float Replacements	15	EA	\$ 3,500.00	\$ 52,500.00
				Subtotal	\$ 313,000.00
				Contingency	\$ 62,500.00
				TOTAL	\$ 375,500.00

Building Department Staff Report
Report for November 2025 – City Commission Meeting

Building Official – Tony Lorenzo

- ❖ Inspections Completed: 90
- ❖ Plan Reviews Completed: 45
- ❖ Permit violations resolved: 3 cases involving contractors working without approved permits
- ❖ Project Oversight – 400 Sadowski Tiki Restaurant: Worked closely with the owner, architect, and engineer to resolve discrepancies between approved plans and actual construction observed during inspections. Construction will resume under mandated Florida Building Code guidelines, with the contractor and owner required to coordinate directly with the design professionals of record to ensure full compliance with approved plans and engineering standards.
- ❖ City Hall Renovation Support: Assisting the City Commission with contract agreement preparation and permitting requirements for the upcoming City Hall renovation project. Providing resources and guidance to support planning and compliance.
- ❖ Office Transition and Record Management: Continued preparations for relocating Building Department records to a secure secondary location in advance of construction. Ensuring all documentation remains accessible and protected throughout the transition.
- ❖ Comprehensive Plan Updates: Collaborating with the City Administrator and Mayor to update the City's Comprehensive Plan and related development initiatives. Supporting efforts to align planning goals with current regulatory standards and community priorities.

Building Assistant - Samantha Rodamer

- ❖ Permits Issued: 41
- ❖ Permits Closed: 34
- ❖ Reviewed permit applications for completeness.
- ❖ Received, coordinated, and completed sewer locates with US Water.
- ❖ Shadowed the Building Official on multiple building inspections.
- ❖ Scheduled and processed various vacation rental safety inspections.
- ❖ Attended the October City meetings.
- ❖ Assisted with questions regarding STR/LTR/BL licenses.
- ❖ Completed records requested as necessary, including two larger scale subpoenas.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Completed multiple Contractor Registrations and updated prior registered Contractor's records.
- ❖ Processed multiple ATF permits/applications.
- ❖ Aided contractors with permit-related questions.
- ❖ Assisted in the completion of the Marble Hall kitchen.
- ❖ Worked with legal and the Building Official regarding building code related matters.
- ❖ Met with the Mayor, Building Official, and City Administrator regarding edits to the Comprehensive Plan.

- ❖ Met with Citizenserve representatives regarding updating the rental license renewal process.
- ❖ Submitted DCA/DBPR Building Surcharges to the State for Building Permits.
- ❖ Attended City Hall bid opening and review meetings.
- ❖ Assisted with questions/concerns from the new Code Officer.

Public Works Staff Report

Report for November 20th, 2025 – City Commission Meeting

Since the last City Commissioner's Meeting Public Works has:

- Scheduled striping for 7th street park
- Scheduled Wi-Fi installation for pickleball courts and clubhouse
- Began hedging Sadowski
- Fabricated and installed sail shade poles at Sunset Park
- Clean up damaged ROW on the corner 10th and West Ocean
- Leveled west walking path of Sunset Park
- Installed and monitored water levels of flower baskets on the causeway
- Installed plumbing for sink and ice maker at Marble Hall
- Install overhead microwave unit at Marble Hall
- Installed baseboard in and around Marble Hall kitchen
- Insured pond was pumped (thank you Marathon for letting us borrow your pump) down for plantings
- Worked with the Mayor and members of Beautification on retention pond plantings
- Hedged Sunset Park buttonwoods
- Hedged green buttonwoods at pickleball courts
- Irrigated new plantings behind shop
- Repaired irrigation system at Marble Hall
- Panted women's restroom door Sunset Park
- Organized cone shed
- Repaired water fountain leak at gazebo park
- Prime, painted and installed Dutch door at Marble Hall kitchen
- Repaired swings at 7th Street Park
- Assisted residents with trailer parking lot.
- Assisted Blue Native with site prep on the west side of the pond
- Received and awarded bids for spot sodding at Sunset Park
- Ordered new golf course maintenance equipment
- Created temporary irrigation system for new plantings behind the shop

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	11/6/25	Location:	Shop
Time:	0700	Meeting Lead:	Mike Guarino

Attendees: Esteban Cabrera Fernandez, Jesse Petersen, Willy Dominick, Justin Luisi & Mike Guarino

Absentees: N/A

Topic: Golf Cart Safety

1. Introduction and Presentation of Topic:

We watched a video (GOTSAFETY) on the perils of operating golf carts.

2. Discussion, Questions and Concerns:

Discussed scenarios of how a golf cart could flip.

3. Conclusion

Do not take sharp turns at a high right of speed. Keep all hands and legs inside the cart.

City Hall Staff Report

Report for November 20th, 2025 – City Commission Meeting

City Clerk Silvia Roussin

- Ongoing grant management and coordination of needs with the State and the City's Grant Manager, along with continuous updates to the Grant Expense spreadsheet to monitor expenses and reimbursements.
- Attended a training workshop to assist the Chief of Police with reimbursement submissions for ICE-related Police Officer work.
- Continue working with the City's website editor to improve the city's website.
- Attended the Monroe County Delegation Meeting.
- Ongoing work on amendments to the Employee Resource Guide with Mayor Foster.
- Met with the Chief of Police and Code Officer to review protocols for vacation and boat trailer-related code violations.
- Started work on the Organizational Meeting for annual appointments of City Officials and Board & Committee Members.
- Provided a review of essential job duties and conducted the initial performance review for City Hall staff.
- Prepared for and attended the Utility Board Meeting, Bid Review Committee Meetings, Beautification Committee Meeting, Recreation Committee Meetings, City Commission Workshop, and Regular Meeting, and completed the corresponding meeting minutes.
- Attended the legal meeting with the Mayor and City Administrator.
- Responded to citizen correspondence and public records requests.
- Handled payroll reports, ACH transactions, FRS and IRS reporting, and wire transfers.
- Managed daily general correspondence and HR tasks.

Administrative Assistant/Bookkeeper Linda Jones

- Reconciled bank accounts and credit cards.
- Helped Jennifer with audit documentation
- Cut checks and paid incoming invoices
- Filed all paid invoices
- Managed daily ACH returns and questionable checks presented for payment.
- Applied payments to outstanding invoices
- Sent out commercial sewer invoices
- Calculated DBPR and DEO fees for building permits paid through Forte
- Paid and recorded sales tax on golf course rent.
- Deposited and recorded multiple payments for sewer invoices.
- Set up new check scanner for larger deposits.
- Ordered new checks for Infrastructure account at Centennial
- Created monthly budget, beautification, and recreation reports.

Administrative Assistant/Business Tax Licenses Par Darnall

- Completed calls and emails to follow up on late LTR, STR, and BL renewals.

City Hall Staff Report

Report for November 20th, 2025 – City Commission Meeting

- Attended a Zoom meeting with Citizenserve alongside Samantha.
- Assisted Silvia with administrative tasks.
- Assisted Samantha with follow-up tasks for business license renewals (BL)
- Attended a Zoom meeting regarding grant programs.
- Conducted the Property Management class via Zoom on November 4, 2025.
- Completed Certificates of Compliance (COCs) for attendees from the November 4, 2025, Property Management class.
- Finalized additional COCs from the October 4, 2025, Property Management class.
- Updated the ACH spreadsheet and adjusted balances for accounts with credits.
- Followed up on pending rental licenses held for issues such as outstanding balances, code violations, or pending inspections (as noted by Samantha).
- Attended and recorded the following meetings: Planning/Zoning, Utility Board, Beautification, Recreation, and City Commissioners Regular and Special Meeting; uploaded recordings to the shared drive.
- Attended a meeting with Silvia, Chief Martha, and Mike regarding rental license and trailer parking protocols and procedures.
- Sent out Property Manager/Owner Constant Contact with the schedule for Property Manager classes for 2026.
- Sent out a Constant Contact reminder to property managers and owners, reminding them about the temporary boat lot and to visit City Hall to obtain a permit.

Administrative Assistant/Front Desk Cheryl Baker

- Uploaded various meeting minutes to the city website.
- ➤ Continually update City Staff and Personal Directories to meet website and staff needs.
- ➤ Issued boat trailer licenses for short-term renters.
- ➤ Managed Sunset Park Weddings and collected the required forms and payments.
- ➤ Managed the purchase of memorial benches for residents.
- ➤ Collected and distributed mail and managed the phones.
- ➤ Collected payments for late wastewater invoices.
- ➤ Contacted ACH customers with returned funds.
- ➤ Answered all property inquiries.
- ➤ Recorded all property transfers.

Upcoming

11/27-11/28 City Hall closed in Observance of Thanksgiving
12-04-2025 Recreation Committee Meeting
12-09-2025 Beautification Committee Meeting
12-16-2025 Utility Board Meeting
12-17-2025 Planning & Zoning Board Meeting
12-18-2025 City Commission Regular Meeting

MINUTES
KEY COLONY BEACH CITY COMMISSION
PUBLIC HEARING
Thursday, October 16th, 2025, 9:30 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer & Roll Call:** The Key Colony Beach City Commission Public Hearing was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Building Official Tony Loreno, Building Assistant Samantha Rodamer, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Chief of Police James Muro, Chief of Police Kris Digiovanni, Planning & Zoning Board Chair George Lancaster.

2. **Approval of Agenda** (Additions, changes, and deletions can be made via one motion and a second to approve by majority vote)

There were no changes to the agenda, and Mayor Foster asked for a motion to approve.

MOTION: Motion made by Commissioner DiFransico to approve the agenda. Commissioner Harding seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments & Correspondence:** City Clerk Roussin reported receiving correspondence from Steve Wenger, who stated no objections to the after-the-fact variance application for 1250 Coury Drive.

4. **Administration of Oath of Witnesses:** City Clerk Roussin administered the Oath of Witness to Building Official Loreno.

5. **Disclosure of Ex-Parte Communication:** None.

6. **Variance Request: A Variance Request from Gizelle Andrade Sarmiento and Ian Michael Morgan, owners of the property at 491 10th Street, Key Colony Beach, Florida 33051, for the construction of a residential pool that would encroach into the setback by 5 feet.**

a. **Proof of Legal Publications & Affidavits of Mailing/Posting:** Included in the agenda packet.

b. **Variance Application:** Planning & Zoning Chair Lancaster informed that the type of variance application is a common request and the topic to be discussed later during the meeting for an amendment to the Code of Ordinances for side setback requirements.

c. **Recommendation by the Building Official:** Building Official Loreno agreed with Planning & Zoning Chair Lancaster and recommended approval for the request.

d. **Applicant Questions & Responses:** Mayor Foster read the Applicant Questions and Responses.

e. **Letter(s) of Approval from Neighbors (recommended/not required):** None.

f. **Post-Hearing Questions**

City Clerk Roussin provided the reading of the Post-Hearing questions and the corresponding rollcall.

1.) Has the applicant shown good and sufficient cause to grant the variance?

Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Mayor Foster	yes

2.) Will denial of the variance result in unnecessary hardship to the applicant?

Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Commissioner Harding	yes
Mayor Foster	yes

3.) Granting this variance will not result in public expense, a threat to public health & safety and it will not create a threat to or nuisance, or cause fraud or victimization of the public?

Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Commissioner Harding	yes
Commissioner DiFransico	yes
Mayor Foster	yes

4.) The property has unique or peculiar conditions or circumstances to this property that do not apply to other properties in the same zoning district.

Vice-Mayor Colonell	yes
Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Mayor Foster	yes

5.) Granting this variance would not confer any special privileges in terms of established development in the immediate neighborhood?

Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Mayor Foster	yes

b. Approve, deny, or approve with conditions

Mayor Foster asked for a motion to approve or deny.

MOTION: Motion made by Commissioner DiFransico to approve the variance. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. **Variance Request:** A Variance Request from Capi Group Holdings, LLC., owner of the property at 1250 Courty Drive, Key Colony Beach, Florida 33051, The Applicant requests an After-the-Fact Variance from the City of Key Colony Beach Land Development Regulations, Chapter 101, Section 10 (8), for the construction of an approved residential project that has reached its top level as per the permitted plans. A variance is sought for additional height to provide access to the observation deck, which was previously approved as part of the original project design, and the requested height increase is necessary to ensure safe and functional access.

a. **Proof of Legal Publications & Affidavits of Mailing/Posting:** Included in the agenda packet.

b. **Variance Application:** Mayor Foster introduced the requested variance, informed of approval by the former Building Official for the project, and the fault lay with the city.

c. **Recommendation by the Building Official:** Building Official Loreno agreed with Mayor Foster and explained the height calculations for buildings in the city, noting that the applicant had been instructed to use FEMA calculations, which are incorrect.

Mayor Foster invited the applicant to speak. City Clerk Roussin administered the Oath of Witness to George Perez.

George Perez testified that the former Building Official approved the building plans, and he was unaware that mistakes had been made.

Building Official Loreno recommended approval of the request, citing that the mistake was not the owner's fault.

d. **Applicant Questions & Responses:** Mayor Foster read the Applicant Questions and Responses.

e. **Letter(s) of Approval from Neighbors (recommended/not required):** Included in the agenda packet.

f. **Post-Hearing Questions**

1.) **Has the applicant shown good and sufficient cause to grant the variance?**

Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Mayor Foster	yes

2.) **Will denial of the variance result in unnecessary hardship to the applicant?**

Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Commissioner Harding	yes
Mayor Foster	yes

3.) **Granting this variance will not result in public expense, a threat to public health & safety and it will not create a threat to or nuisance, or cause fraud or victimization of the public?**

Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Commissioner Harding	yes
Commissioner DiFransico	yes
Mayor Foster	yes

4.) The property has unique or peculiar conditions or circumstances to this property that do not apply to other properties in the same zoning district.

Vice-Mayor Colonell	yes
Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Mayor Foster	yes

5.) Granting this variance would not confer any special privileges in terms of established development in the immediate neighborhood?

Commissioner Harding	yes
Commissioner DiFransico	yes
Commissioner Diehl	yes
Vice-Mayor Colonell	yes
Mayor Foster	yes

MOTION: Motion made by Commissioner DiFransico to approve the variance. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Other Business: Commissioner DiFransico commented on the approval process and the responsibilities of the Architect, Engineer, and Building Department. Building Official Lorenzo confirmed that liability for building plans falls on the engineer and emphasized the need to ensure that building plans are correctly submitted.

9. Adjourn: The meeting was adjourned at 9:53 AM.

Respectfully submitted,

Silvia Roussin
City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, October 16th, 2025 – 9:54 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order and Roll Call:** The Key Colony Beach City Commission Regular Meeting and Public Hearing was called to order by Mayor Freddie Foster at 9:54 AM, followed Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Building Official Tony Loreno, Building Assistant Samantha Rodamer, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Chief of Police James Muro, Chief of Police Kris Digiovanni, Planning & Zoning Board Chair George Lancaster.

Mayor Foster found good cause for Vice-Mayor Colonell to attend the meeting via Zoom.

2. **Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)

Mayor Foster asked for agenda changes. City Clerk Roussin informed of the following proposed changes:

Under Item 5 for Committee and Department Reports

- 5c. Under the City Administrators' Report: A PowerPoint Presentation by SWIG on Nutrient Removal in Marine Waters
- 5g. The Beautification Committee Chair Report

Under Item 6 for Consent Action Items

- 6d. Approval of the Beautification Committee's Hot-Dogs-in-the-Hut' Event on February 21st, 2025
- 6e. Approval of the Re-Instatement of Jo Corso to the Beautification Committee as an Alternate Member, per the Recommendation of the Beautification Committee
- 6f. Approval for the installation of a 32,000-pound cradle-style boatlift at the property located at 195 15th Circle, based on the recommendation from the Planning & Zoning Board.

Under Item 7 for Discussion Action Items

- 7e. Addition of an updated Equipment Quote No. 3289770 from October 15, 2025, for \$113,008.82 (Deletion of Original Quote, Pages 63-69)
- 7g. Discussion/Approval of a recommendation by the Planning & Zoning Board for amendments to the side setback requirements for residential swimming pools, as recommended by the Building Official, and to allow the Board a final review of a draft ordinance before a first reading by the City Commission.
- 7h. Discussion/Consideration of Potential Settlement with Jody Cox, Kari-Ann Tremblay, and Christopher Corso relating to the Code Enforcement Order of January 22, 2024.

Under Item 9. Treasurer's Report

- The Addendum to the Treasurer's Report

Under Item 11 for Commissioner Reports & Comments

- 11a (1) Addendum of the Wastewater Sampling Report from October 13th, 2025
- 11a (3) Addendum of supporting materials for the FDOT Update

Mayor Foster asked for a motion to approve the agenda with changes.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. Special Requests: None.

4. Citizen Comments and Correspondence

City Clerk Roussin informed of the following citizen correspondence:

- On 10-11-2025, Cindy Catto expressed opposition to the consolidation of the Recreation and Beautification Committee.
- On 10-12-2025, Sandy Bachman wrote to the City Commission opposing the consolidation of the Recreation and Beautification Committee.

In addition, the City Commission received written public input on the unsolicited proposal by Daryl Rice Management from

- Jackie Low
- Richard Pflueger
- Steve Wenger and
- Cindy Catto.

There were no citizen comments.

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

- a. Marathon Fire/EMS** – Marathon Fire Chief Muro provided his monthly summary to the Commission and informed that the helicopters for the County have been delivered, as well as a new Critical Transport Vehicle, and that he will be attending the upcoming BBQ with Law Enforcement.
- b. Police Department** – Chief DiGiovanni announced that the new Code Officer has begun her employment with the city, that Officer Bethard served as the Honor Guard at the graduation ceremony at Stock Island, and invited the public to attend the upcoming BBQ with the Cops on Sunday, October 26th. Mayor Foster commended the Police Department for organizing the monthly event, and gave expectations of higher attendance during the winter months.
- c. City Administrator**
 - a. A PowerPoint Presentation by SWIG on Nutrient Removal in Marine Waters** – City Administrator Bartus introduced the presenters for the SWIG presentation: Vincent Seibold and Sandy Walters, who discussed a system to improve water quality in one of the city's canals. Vincent Seibold presented the PowerPoint and explained the proposed project, its location in the city, the technology used, and the deadline for the grant application. A discussion followed about the size of the containers, the study duration, location, benefits, and maintenance needs. Vincent Seibold provided additional details on the type of container, maintenance, vegetation harvesting, and water sampling schedule. Mayor Foster asked to see a video and the footprint of the proposed project. Mayor Foster noted that the project could be a positive idea but requested more information from City Administrator Bartus. Vincent Seibold confirmed he could provide annual reports and asked for confirmation that the project

met the non-competitive bid process. City Attorney Smits commented on the legal requirements for sole-source contracts. Mayor Foster suggested adding the matter to next month's City Commission agenda to review the legal process, while supporting the project. Vincent Seibold agreed and suggested a site visit to the city. Further discussion covered the size and location of the tanks, with the project proposed as a pilot demonstration and smaller than what would be needed for full canal cleaning. Sandy Walters expressed confidence in the project's effectiveness and emphasized the importance of the pilot to determine scaling for actual canal cleanup. Mayor Foster inquired about the benefits to the city and emphasized the need to confirm whether the project will meet the city's needs. City Administrator Bartus confirmed to follow up.

City Administrator Bartus announced the bid opening for the City Hall Project the day before and noted that three bids were received within similar ranges. City Clerk Roussin confirmed that the tabulation and meeting minutes are available online.

Commissioner Harding inquired about a grant application for the restrooms at 1st Street Park. City Administrator Bartus stated that there was not enough information to submit a grant application for a restroom at 1st Street Park but mentioned that an application had been submitted for a restroom on 7th Street, and confirmed that the grant process is now closed. Mayor Foster highlighted the need for additional studies in various city areas, with City Administrator Bartus commenting on requirements for public meetings for FRDAP funds. City Commissioner Bartus confirmed he will provide timing plans for the TDC and FRDAP grants the following month.

d. Building/Code Department – Building Official Loreno

e. Public Works – Public Works Department Head Guarino: Mayor Foster thanked Public Works Department Head Mike Guarino for his work in the city.

f. City Hall – City Clerk Roussin

g. Beautification Committee – Chair Bachman

h. Planning & Zoning Board – Chair Lancaster

i. Recreation Committee – Chair Catto

j. Utility Board – Chair Swanson

6. Consent Action Items *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*

a. Approval of the following City Commission Meeting Minutes:

1. 1st Public Budget Hearing 09-11-2025
2. 2nd Public Budget Hearing 09-18-2025
3. Regular Meeting & Public Hearing 08-21-2025
4. Regular Meeting & Public Hearing 09-18-2025

b. Approval of Warrant No. 0925 for \$1,411,924.32

c. Approval of Paradise Estimate 18 for Equipment of the new Police Truck for \$15,596.00

d. Approval of the Beautification Committee's Hot-Dogs-in-the-Hut' Event on February 21st, 2025

e. Approval of the Re-Instatement of Jo Corso to the Beautification Committee as an Alternate Member, per the Recommendation of the Beautification Committee

f. Approval for the installation of a 32,000-pound cradle-style boatlift at the property located at 195 15th Circle, based on the recommendation from the Planning & Zoning Board.

City Clerk Roussin presented the proposed agenda additions and confirmed to verify that there will be no conflicts with the Hot Dogs in the Park event and the annual Clam Bake.

Mayor Foster asked for a motion to approve the Consent Action items.

MOTION: Motion made by Commissioner Diehl to approve. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. Discussion Action Items

- a. Discussion, Review, and Invitation for Public Input on an Unsolicited Lease Proposal for a Public-Private Partnership by Daryl Rice Management Regarding the Golf Course**
 - 1. Unsolicited Proposal by Daryl Rice Management LLC
 - 2. Public Input

Mayor Foster introduced the agenda item and asked for public input.

Doug Lipke spoke to the Commission about his family's use of the golf course over the years and Daryl's consistent improvements to the course during his management over the past 17 years. Doug Lipke commented on the course's use by different golf leagues and the upcoming process of considering the proposal. He recommended offering a two-year contract so that Daryl Rice could retire afterward, suggested making the lease a joint venture, and proposed that the city provide funds for additional improvements. Doug Lipke stated that the proposal is in the best interest of the public of KCB and emphasized the importance of moving forward at the next meeting to ensure decisions serve the public interest.

Cindy Catto gave public comment and requested to move forward with accepting the proposal, citing correspondence from the Ladies' Golf League in support, and asked to expedite the process.

There was no further public input.

Mayor Foster called for a 5-minute recess.

The meeting was reconvened at 10:59 AM.

b. Discussion/Approval of a Proposal by Commissioner Diehl to consolidate the Recreation and Beautification Committee

Commissioner Diehl proposed consolidating the Recreation and Beautification Committee and discussed the benefits such as saving time for staff, increasing the committee's focus, and meeting quorum requirements. Mayor Foster appreciated Commissioner Diehl's comments and suggested tabling the decision for now, noting it can be revisited if issues arise. Commissioner DiFrancesco added comments about the differences between the two committees and their responsibilities, supporting maintaining them separately. Commissioner Harding raised concerns about displacing members and noted the possibility of reducing monthly meetings and holding virtual meetings via Zoom. Mayor Foster warned that city reports on city conditions should be submitted by members present in person.

Mayor Foster asked for a motion to table.

MOTION: Motion made by Commissioner Harding to table the matter. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Review of a Priority List for City Improvements by the Recreation Committee

Mayor Foster introduced the agenda item and asked Commissioner DiFransico for comments. Commissioner DiFransico explained the purpose of the improvement list for budgeting purposes, with Mayor Foster expressing no disagreement with the list except for a possible consideration of a different order. Mayor Foster added comments on the potential use of the TDC grant and funds for the recommended improvements.

d. Discussion/Approval to proceed with soliciting a bid for the construction of the Basketball Court, per the Recommendation from the Recreation Committee

1. Recreation Committee Meeting Minutes from 09-24-2025

Mayor Foster introduced the agenda item.

MOTION: Motion made by Commissioner Harding to proceed with request of a formal bid. Mayor Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Approval of Quote No. 32897700 by John Deere for the Purchase of Landscaping Equipment in the amount of \$160,709.55. Addition of an updated Equipment Quote No. 3289770 from October 15, 2025, for \$113,008.82 (Deletion of Original Quote, Pages 63-69)

Mayor Foster introduced the agenda item and confirmed the quote to piggyback on the State contract.

MOTION: Motion made by Commissioner Harding to approve the revised quote for \$113,008.82 for the John Deere Equipment. Commissioner Diehl seconded the motion.

DISCUSSION: Commissioner Harding confirmed that the expenditure is included in the budget. Public Works Department Head Guarino confirmed that the equipment is adequate and state-of-the-art.

ON THE MOTION: Rollcall vote. Unanimous approval.

f. Discussion/Review of Proposals for Landscape Improvements by the Pickleball Courts and Golf Course

- 1. Christian's Landscaping & Lawn Services**
- 2. Blue Native of the Florida Keys**
- 3. Brightview Landscape Services**

Mayor Foster introduced the agenda item and asked Public Works Department Head Guarino to elaborate. Public Works Department Head explained the proposed landscaping improvements and confirmed the low bid by Christians Landscaping and Lawn Services.

MOTION: Motion made by Commissioner Harding to approve the quote by Christian's Landscaping & Lawn Services for \$28,250.00. Vice-Mayor Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- g. Discussion/Approval of a recommendation by the Planning & Zoning Board for amendments to the side setback requirements for residential swimming pools, as recommended by the Building Official, and to allow the Board a final review of a draft ordinance before a first reading by the City Commission **Addendum****

Mayor Foster presented the agenda item. Planning & Zoning Chair Lancaster discussed the request from the City Commission to review the side setback requirements and emphasized the importance of preventing misuse of an ordinance amendment. The Commission agreed for the City Attorney's office to work on an amendment.

- h. Discussion/Consideration of Potential Settlement with Jody Cox, Kari-Ann Tremblay, and Christopher Corso relating to the Code Enforcement Order of January 22, 2024 **Agenda Addition****

Mayor Foster introduced the agenda item and spoke about the Commission's responsibility to correct past actions. Mayor Foster informed that the settlement would relate to a potential agreement with Jody Cox, Kari-Ann Tremblay, and Christopher Corso regarding a code enforcement order. Mayor Foster requested a motion to authorize the City Attorney to negotiate a settlement with one or more property owners at no cost to the city, with each party responsible for their own costs and expenses; all fines and repair obligations to be waived and released; and the City Administrator authorized to execute the agreement on behalf of KCB.

MOTION: Motion made by Commissioner Harding to move. Commissioner DiFransico seconded.

DISCUSSION: Mayor Foster apologized to all parties involved.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Ordinances & Resolutions

FIRST READING OF ORDINANCE 2025-502: An Ordinance of the City of Key Colony beach, Florida, amending Chapter 5 of the Code of Ordinances related to 'Boats, Boat Trailers, Marine Facilities and Waterways', Article III, "Marine Construction and Improvements, Docking of Boats", Division 3 "Docks, Piers, and Mooring Equipment", Section 5-44 related to City Commission Approval Criteria, providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date.

Mayor Foster provided the first reading of Ordinance No. 2025-502 and asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve. Commissioner DiFransico seconded the motion.

DISCUSSION: Building Official Loreno clarified that Marina Subdivision No. 2 is the Sadowski Causeway.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin announced that the second and final reading will be held on November 20th, 2025.

9. Secretary-Treasurer's Report

a. September 2025 Financial Summary

Commissioner Harding presented the September 2025 financial review, covering revenue, current grants, received IRMA funds, boat trailer parking revenue, contributions, and interest income. He also reported on lower expenses and praised Chief DiGiovanni for budget-conscious decisions. Commissioner Harding

discussed budget variances and noted that year-end finances remain negative, though less so than expected. Commissioner Harding highlighted slightly positive findings in building finances, and detailed infrastructure, impact, and reserve funds, along with an update on grant funding and a comparison of revenue versus expenses. Commissioner Harding provided the wastewater update, detailing revenue, expenses, and grant reimbursements, and expressed confidence that the fund will remain in good standing for the next few years. Commissioner Harding also updated on Stormwater funds and discussed a meeting with the Vice President of First Horizon Bank regarding options for commercial loans or lines of credit. Commissioner Harding explained the process of converting a line of credit into a long-term loan and provided details on rates and calculations for loan needs. The Commission had no questions.

10. City Attorney's Report

City Attorney Smits stated that in recent months, the City Attorney's focus has been on efforts related to the bid release and completing the process. Mayor Foster inquired whether the attorney's office can provide estimates and an understanding of costs before starting projects. City Attorney Smits confirmed that they are able to provide estimates. Commissioner Harding mentioned a monthly review of legal bills with the City Attorney's office and suggested that the Commission should weigh in on expenditures.

11. Commissioner's Reports & Comments

a. Commissioner Tom Harding

1. Wastewater Sampling Summary Report of October 13th, 2025: Commissioner Harding reported for the recurrence of moderate levels of COVID and the beginning of the flu season, with a recurrence of Influenza A.
2. 2027 Health Insurance Cost Discussion – Commissioner Harding discussed reviewing health insurance costs, including high expenses for family plans. Commissioner Harding explained that due to time constraints, the current plan was approved for the upcoming fiscal year. Commissioner Harding recommended that the Commission obtain quotes from other carriers and explore options for family care and employee co-pays. Mayor Foster emphasized the importance of family care and suggested hiring a consultant to assess staff needs. City Attorney Smits explained the RFQ process for brokerage services, which the Commission supported.
3. Feedback from FDOT 5-year plan public meeting – Commissioner Harding updated on the budget process for the 5-year FDOT plan and gave details of areas being affected in Monroe County.

b. Commissioner Kirk Diehl: Nothing further.

c. Commissioner Tom DiFransico: Nothing further.

d. Vice-Mayor Doug Colonell asked City Attorney Smits about the process for contractor procedures and whether the City Attorney's office needed to get involved. City Attorney Smits described options for submitting requests through staff and appointing certain Commissioners as contacts. City Attorney Smits mentioned that staff-level communication is common but can be escalated to the Commission and the City Attorney if necessary. Discussion covered ongoing contracts, completed work, the approval process for city projects, and the use of a project manager.

e. Mayor Freddie Foster asked City Attorney Smits what is needed to absolve Jo Corso and Kerry-Ann Tremblay from city debt. City Attorney Smits explained that a release of lien will be filed and recorded. Building Official Loreno confirmed there are no outstanding items from the Building Department's standpoint. City Attorney Smits confirmed that the release of lien will only pertain to the dock issue.

Mayor Foster discussed the funds available in city accounts for the City Hall project and talked about the possibility of self-funding. City Attorney Smits explained that this could be done using a certificate of participation, a financial instrument that allows leasing from oneself and is part of public finance. Mayor Foster additionally commented on the available funds, the feasibility of self-leasing, and the need for a line of credit to cover construction costs. Commissioner Harding noted that Wastewater funds are not available for the City Hall project. Mayor Foster requested that City Attorney Smits collaborate with Commissioner Harding on this issue.

12. Citizen Comments

Cindy Catto expressed disappointment in Mayor Foster's earlier comments and spoke about her volunteer work in the city and to be informed about all recreation committee activities. Mayor Foster stated he did not understand her remark, and Cindy Catto made no further comments.

13. Adjournment: The meeting adjourned at 11:56 AM.

Respectfully submitted,

Silvia Roussin
City Clerk

MINUTES
KEY COLONY BEACH CITY COMMISSION
SPECIAL MEETING
ITB 2025-06 CITY HALL PROJECT

Friday, October 24, 9:30 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Rollcall:** The Key Colony Beach City Commission Special Meeting was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** Assistant City Attorney Scott Black, City Administrator John Bartus, Building Official Tony Lorenzo, Building Assistant Samantha Rodamer, Administrative Assistant Par Darnall, Public Works Department Head Mike Guarino, CPH Architect Brandan DeCaro, City Clerk Roussin.

Public Attendance: 5

2. **Approval of the Agenda**

Mayor Foster asked for changes to the agenda. City Clerk Roussin informed of the following agenda changes:

- The addendum of the Review Committee Meeting Minutes from October 21st, 2025, under Item 4b.
- Deletion of Items 4c through 4f.
- A New Item 5. Addition of Resolution 2025-12
- A New Item 6: Discussion and Approval for Final Award.
- A New Item 7: Adoption of Resolution 2025-12
- Renumbering of Citizen Comments and Adjournment to Items 8 and 9 accordingly.

There were no other changes, and Mayor Foster asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments & Correspondence:** None.

4. **Review and Recommendation by the Bid Review Committee**

Mayor Foster addressed the Commission's fiscal responsibility and acknowledged Commissioner Diehl for valuable input during ongoing discussions.

a. **Bid Opening Meeting Minutes & Bid Tabulations:** Included in the agenda packet.

b. **Bid Review Committee Meeting Minutes:** Mayor Foster asked for a motion to approve the minutes as written.

MOTION: Motion made by Commissioner Diehl to approve. Vice-Mayor Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

5. Resolution 2025-12 **Agenda Addition**

Assistant City Attorney Scott Black discussed the proposed Resolution and its purpose, confirming the ability to approve it and finalize the award after discussion.

Mayor Foster provided the reading of Resolution 2025-12 and asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Colonell to approve. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. Discussion and Approval for Final Award **Agenda Addition**

Mayor Foster read the bid tabulations, identified Pedro Falcon Contractors as the lowest bidder, and requested a motion to award the contract to Pedro Falcon Contractors.

MOTION: Motion made by Vice-Mayor Colonell to approve. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster asked to address the list of deducts provided by Pedro Falcon Contractors. Commissioner Harding agreed with the need for clarification on several items. CPH Architect commented on possible deducts for the generator and landscaping and irrigation system, with the Commission agreeing that more clarification is needed. Brandan DeCaro offered additional comments on door and window installation, and potential pergola and slab deducts. The commission discussed spalling repairs and pricing, sharing their thoughts on possible deducts and alternatives, contractor responsibilities and oversight, and previous projects completed by Pedro Falcon Contractors. The Commission discussed the next meeting date, upcoming contract negotiations, and construction timelines.

7. Adoption of Resolution 2025-12 **

Mayor Foster asked for a motion to approve Resolution 2025-12 with the insertion of the lowest-priced contractor, Pedro Falcon Contractors.

MOTION: Motion made by Vice-Mayor Colonell to approve. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Resolution was adopted.

8. Citizen Comments: None.

Mayor Foster thanked the Commission, especially Vice-Mayor Colonell, for his work on the project and reminded the Commission of the City's fiscal responsibilities. Brandan DeCaro expressed gratitude to the Commission for the opportunity to be awarded the project.

9. Adjournment: The meeting adjourned at 10:12 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

Key Colony Beach City Commission
City Commission Workshop

MEETING WITH PEDRO FALCON CONSTRUCTION REPRESENTATIVES
REGARDING AIA DOCUMENT DISCUSSIONS

Wednesday, November 5th, 2025, 10:00 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach

Attendees: Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Kirk Diehl, Commissioner Tom DiFransico, Christian Brisson – Pedro Falcon, Ken Bygler – Pedro Falcon, City Administrator John Bartus, Assistant City Attorney Scott Black, Assistant City Attorney Jim Hicks, Building Official Tony Lorenzo, Building Assistant Samantha Rodamer, City Clerk Silvia Roussin.

Public Attendance: 3

Mayor Foster opened the meeting and asked all attendees and guests to introduce themselves. Mayor Foster mentioned that no public comments would be taken during this meeting, as the workshop is intended solely for the Commissioners to meet publicly under the Sunshine Law and discuss matters with the contractor. Mayor Foster then asked Vice-Mayor Colonell to continue with the agenda.

Vice-Mayor Colonell discussed the work needed for a successful project and items on the agenda to address open questions about processes, protocols, and timelines.

I. Terms and Conditions

a. Documents

i. Grant Requirements & Pertinent Documents.

Mayor Foster explained that the grant has specific requirements, and it is important for the contractor to understand these requirements and adhere to the schedule of deliverables. Ken Bygler confirmed that he can create a schedule based on the outlined grant deliverables. Mayor Foster mentioned the possibility of scheduling a meeting with the State Grant Administrator for assistance and confirmed he will be the Point of Contact for the grant. Ken Bygler stated there are no issues with this.

ii. Clarity between contractual responsibility of electrical company tied to general contracting entity. (Legal may want a letter from owner stating cooperation between the two entities.)

Mayor Foster asked for clarification on the companies' entities. Christian Brisson provided the background of the original owner of the company, Pedro Falcon, as an electrical contractor and explained the expansion of his joining the company, holding the General Contractors License. Assistant City Attorney Scott Black confirmed that all requirements are in order and that there is only one company with the General Contractor to be the signatory for the contract. Christian Brisson clarified that the Original Company, Pedro Falcon Electrical Contractors, is doing business as Pedro

Falcon Contractor under the same corporation. There were no further questions on the topic.

iii. NTP (offsite, on site)

Assistant City Attorney Black stated that the Notice to Proceed would be issued after the contract is in place, possibly on November 14th after the Special Meeting. Mayor Foster requested a detailed payment schedule to be provided, with Vice-Mayor Colonell emphasizing the need for a cash-flow chart.

2. Management

a. GC's Personnel

i. PM: Christian Brisson was identified as the primary contact with Ken Bygler as the second primary contact. Ken Bygler confirmed he will submit a subcontract list when available. Building Official Loreno confirmed that all contact information has been submitted through permits. Assistant City Attorney Black confirmed they have a preliminary list in the bid response identifying the primaries. Mayor Foster stated that for the city to be safe, materials will be well protected.

ii. Supt: Ken Bygler informed that a Superintendent will be determined once the project starts. Christian Brisson confirmed to Vice-Mayor Colonell that safety regulations are in place and that Ken Bygler is an authorized OSHA Trainer.

iii. Office Admin: See under 6i.

iv. Bookkeeping: See under 6i.

v. Senior – Owner: See under 6i.

vi. Authorized people to make a commitment on Pedro Falcone's behalf? See under 6i.

vii. List of GC's Subcontractors/Vendors: See under 6i.

b. Insurance and Bonds

i. Certificate of Insurance, name KCB, in compliance with the grant.

Mayor Foster asked for confirmation that the City will be listed on the Insurance Certificate, which Christian Brisson confirmed, and that it will be turned over once a contract is in place.

ii. Lien Waivers for all subcontractors and material

iii. Builder's Risk

Vice-Mayor Colonell inquired about carrying Builders Risk Insurance, to which Ken Bygler responded that they are not holding it. Assistant City Attorney Black explained that the cost is usually passed through to the city if required. Ken Bygler mentioned possible difficulties in obtaining builders' risk insurance due to a prior flood event. Mayor Foster stated that the cost should be reviewed to determine if the insurance is worth it. Ken Bygler confirmed that bonds will be issued for the entire project. Mayor Foster discussed the possibility of holding meetings at Marble Hall and scheduling necessary work for plumbing and electrical. Ken Bygler suggested reviewing needs during the pre-construction meeting. Mayor Foster proposed stacking meetings to help with time management and reduce disruptions to the contractor. Vice-Mayor Colonell recommended providing priority meeting dates to the contractor to help with scheduling according to the city's needs. Mayor Foster confirmed that they will work on the schedule.

c. Billings

i. Stored Materials and Equipment – Requirements.

Mayor Foster commented on the location of material storage and asked the contractor for confirmation. Ken Bygler had no objections to the location at the front of the building. Mayor Foster informed about important city events, including setups by vendors and bands, and the weekly Farmer's Market. He also cautioned about the Post Office Truck's access to the parking lot. Ken Bygler stated he would have more knowledge once a staging plan is drawn. He also mentioned setting up deliveries based on the schedule so that subcontractors and vendors understand lead times for materials. Vice Mayor Colonell emphasized the importance of scheduling and receiving regular schedule updates. Further discussion followed regarding scheduling software and project tracking.

ii. Grant compliance, requirements by Pedro Falcone for billing submissions:
See under 1a.

d. Permits & Inspections

i. Key Colony Beach Building Department permits issue date: _#_.

Mayor Foster instructed Building Official Loreno to manage permits and not to expect any issues.

ii. Inspections

Mayor Foster inquired about whether a third-party inspection company will be hired. Ken Bygler explained that he received an unsolicited proposal from All Aspects Inspections. Vice-Mayor Colonell asked about the protocol for certification and the necessity of a third-party inspector. Building Official Loreno detailed the inspection requirements for the contractor for various parts

of the building project. Further discussion ensued regarding concrete testing requirements, rebar inspections, and specific specifications. Assistant City Attorney Black stated that the city should cover the costs of concrete testing and analysis according to the contract. Additional comments stressed the importance of inspections and protocols to ensure compliance and adherence to engineering standards. Mayor Foster emphasized the need to review what is required, with further remarks on the topic. Ken Bygler confirmed he would follow up by obtaining a proposal. The discussion continued regarding the designation of a Point of Contact for change orders, with the final decision to be made later and included in the final contract.

iii. 3rd Party Inspections and Quality Control Inspections.

3. Submissions by Pedro Falcone

- a. Long Lead equipment & materials.
- b. Alternate materials/equipment

Ken Bygler was not aware of any alternate materials or substitutions. Vice-Mayor Colonell stated the importance of having any important information as soon as possible.

- c. Staging Plans
- d. Material Storage Plan
- e. Subcontractor List

Schedules

- a. Cash Flow Charting
- b. Preliminary Construction Schedule

Ken Bygler stated he expects to provide a preliminary construction schedule within a couple of weeks after a contract is in place. He also mentioned being comfortable with the timelines and durations, despite a tight schedule, and anticipates being on site for possibly 9 months.

- c. Milestones, Owner use of Marble Hall
 - i. Owners' use of Marble during certain functions – electric, air conditioning, lighting, safety, noise, and cleanliness.

Further discussion followed about changing meeting dates or times to help lessen the impact of construction during meetings. Mayor Foster commented on the need for construction site cleanup, which Ken Bygler confirmed.

5. Safety

- ii. Jobsite safety publications

- iii. Temporary fencing*
- iv. Public management*

Vice-Mayor Colonell discussed the importance of safety signage for the public and different methods to manage safety.

6. Contract Deliverables/Items/Deducts

- a. Staff Patio Pergola
- b. Staff Patio Concrete Pad
- c. Marble Hall Patio
- d. Marble Hall Patio Concrete Pad
- e. Generator (?)
- f. Unit cost for spalling repairs

Mayor Foster informed about possible deducts to be discussed at the City Commission Special Meeting, including open questions on the staff patio material and construction of the concrete pad. A discussion followed on the size of the generator and a potential deduct, as well as its inclusion in the bid and design specifications. Ken Bygler confirmed he can provide information on an alternative generator. Further discussion covered fueling the generator, the city's own fuel tank, and gas station requirements. Assistant City Attorney Scott confirmed that landscaping was also a deduct and provided details per the bid requirements. Ken Bygler confirmed that the work would include constructing concrete landscaping beds but not installing landscaping or irrigation systems. He also mentioned Blue Native as a subcontractor for plantings and irrigation. Assistant City Attorney Scott believed landscaping and irrigation should be included in the deduct.

7. Follow-Up Meeting for AIA Finalization Wednesday, November 12

Assistant City Attorney Scott confirmed to have the contract ready by the City Commission Special Meeting with no need for a meeting on November 12th.

8. Comments

Assistant City Attorney Scott Black explained the Commission's ability to approve deducts, change orders, and overall contract approval on November 14th. Mayor Foster reiterated the need for the contract to be ready for approval and for the legal team to work with the contractor to have a contract ready for signature. Assistant City Attorney Black confirmed that the contract is ready to go. Ken Bygler informed that if the contract is approved, including deducts, he will be writing subcontracts, which will make it more difficult to issue change orders. Mayor Foster stated the ability to call a Special Meeting to identify deducts to ensure no change orders are needed. Further discussion followed on the deducts, approval of the contract, and upcoming timelines. Building Official Loreno confirmed on a timely permit approval process. Mayor Foster confirmed that the Special Meeting date would remain November 14th and asked if there were any items that could be completed before that date. Ken Bygler stated that the matter of Builders' Risk insurance is a significant issue. Vice-Mayor Colonell gave

understanding that no true commitments are made at this point; however, preliminary tasks could be completed. Assistant City Attorney Black confirmed to be asking for a quote for Builders Risk Insurance, which the City would be responsible for paying for. Assistant City Attorney Black provided further comments on coverage through Builders Risk Insurance, along with additional Commissioner comments on mitigation factors.

Assistant City Attorney Black gave further comment on the general warranty for one year and default to the law if not specified. Mayor Foster asked for questions from Pedro Falcon Contractors. Ken Bylger expressed appreciation for the meeting and voiced support for holding meetings every two weeks, either in person or via Zoom. Vice-Mayor Colonell asked for cost-saving ideas. Ken Bygler mentioned HVAC comments on ductwork, as well as the ceiling tile in Marble Hall, being very expensive. Ken Bygler commented to be able to provide alternatives for consideration. Further discussion followed on ductwork, ceiling, tiles, and flooring. Commissioner Diehl commented on the possibility of an early completion date, with comments suggesting it is not necessary. There were no further comments.

9. Adjournment: The meeting adjourned at 11:39 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number	1025
Items paid from	October 1, 2025
to	October 31, 2025

First Horizon Checking Account - 6871	\$411,049.55
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(includes all vendor payments for general,
road, building and infrastructure)

Escrow Account - 5537	-
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Payroll Account - 2942	\$145,057.82
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Infrastructure Reserve Account - 8644	103,171.74
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Road Reserve Account - 8677	-
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Impact Fees Reserve Account - 8669	-
------------------------------------	---

First State Bank Reserve Account - 3703	-
---	---

Sewer Money Mkt - 0301	-
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Stormwater Checking Account - 0128	\$112,570.42
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Sewer Account - 6006	\$104,645.58
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TOTAL DISBURSEMENTS	<u><u>\$876,495.11</u></u>
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CITY OF KEY COLONY BEACH

ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

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

☒ NEW APPLICATION ☐ RE-APPLICATION

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

Name: HELME JAY (skip) E.
(Last) (First) (Middle)

Address: [REDACTED]

Mailing Address (if different): [REDACTED]

Business Address: NONE

Occupation: RETIRED

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?

☒ Yes ☐ No

• If yes, how long have you resided in the City of Key Colony Beach? SINCE JUNE 2025

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Please rank your board preference(s): 1. _____

2. _____

3. _____

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

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

TRADE ASSOCIATION - 2005-2010 INTERNATIONAL YACHT RESTORATION
SCHOOL - 2019-2022 NEWPORT COUNTY YOUTH HOCKEY-2010-2014
Why would you like to serve on this board? I WOULD LIKE TO CONTRIBUTE

MY TIME AND EXPERIENCE TO HELP MAINTAIN AND
PROMOTE A GOOD QUALITY OF LIFE IN KCB.

What special skills would you bring to this position? I OWNED AND OPERATED

OPERATED A BUSINESS FOR 35 YEARS. WE HAVE
LIVED IN A 'TOURIST' DESTINATION IN NEWPORT, RI
FOR 50 YEARS. WE ARE VERY MUCH AWARE OF THE
Please list fields of work experience: CHALLENGES OF COASTAL/VACATION
COMMUNITIES.

I HAVE A BA IN ECONOMICS AND MANAGED THE
BUDGETS AND OPERATION OF MY BUSINESS AND OTHER
VOLUNTEER ORGANIZATIONS
List any licenses and/or degrees (optional): BA IN ECONOMICS FROM HOBART COLLEGE

Local References (Please list 3):

1. TRACY CHACKS FZEL
2. SCOTT AND LUCY BLUMER
3. DUKE AND CAROLYN SANDS

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

If yes, please explain: _____

Signed: Jay E. Helm Date: 10/16/2025

SCHEDULE OF BOARD/COMMITTEE MEETINGS

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

*These boards are subject to Financial Disclosure.

Submit application to:

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

OR

Cityclerk@keycolonybeach.net

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

Acknowledgments:

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

Printed Name: JAY E. HELME JR

Signature: Jay E Helme Jr

Date: 10/16/2025

City of Key Colony Beach

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



SECOND INTERIM LEASE AGREEMENT EXTENSION

THIS SECOND INTERIM LEASE AGREEMENT EXTENSION is made and entered into the date last written below, by and between the **City of Key Colony Beach, Florida** ("City"), and **D. Rice Management, Inc.** ("Management Group"), in order to extend the Interim Lease Agreement between the parties dated April 9, 2025 and continuing through October 9, 2025 ("Interim Lease Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit "A," and which Interim Lease Agreement was extended on September 18, 2025 to commence on October 9, 2025 for an additional sixty (60) days through December 9, 2025 ("First Interim Lease Agreement Extension"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "B".

1. The parties agree to extend the Interim Lease Agreement until February 20, 2026.
2. All other terms and conditions of the Interim Lease Agreement shall remain in full force and effect.

NOTE: A copy of the Interim Lease Agreement (Exhibit "A") and the First Interim Lease Agreement Extension (Exhibit "B") must accompany this Second Interim Lease Agreement Extension.

IN WITNESS WHEREOF, the parties have executed this Second Interim Lease Agreement Extension on this ____ day of _____, 2025.

Signature of Mayor

Date

Signature of Representative

Date

EXHIBIT A

INTERIM LEASE AGREEMENT

This Interim Agreement is made on the 9 day of April 2025 (the "Effective Date"), by and between the **City of Key Colony Beach, Florida**, 600 W. Ocean Drive, Key Colony Beach, FL 33051 (the "City") and **D. Rice Management, Inc**, 2357 Overseas Highway, Suite 100, Marathon, FL 33050 (the "Management Group") (collectively, the "Parties") as follows:

WHEREAS, the City entered into a Lease Agreement (the "Original Lease Agreement") with the Management Group on August 1, 2021 for period of two years; and

WHEREAS, the Original Lease Agreement expired on August 1, 2023 and the Management Group continued to provide services in accordance with the terms of the Original Lease Agreement; and

WHEREAS, at its Commission Meeting on April 17, 2025, the City discussed the need to produce a Request for Proposals to evaluate prospective Management Groups interested in leasing the City's Golf Course; and

WHEREAS, pending the City's solicitation and evaluation of proposals, the City desires to enter into an Interim Agreement with the current Management Group to continue services until a new lease is awarded; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Management Group will continue to provide services in accordance with the Original Lease Agreement, attached hereto as Attachment A.

1. D. Rice Management, Inc. shall continue to serve as the lessee of the Golf Course located in the City of Key Colony Beach, Florida.
2. This Interim Agreement shall become effective on the date of the last signature affixed hereto. It shall remain in effect for a period of three (3) months and shall automatically renew for an additional three (3) month term if the City has not selected a new Management Group pursuant to its solicitation process or the City wishes to take over operations for the Golf Course.
3. The Management Group shall maintain all insurance coverage as required under the Original Lease Agreement and shall provide the City with an updated Certificate of Insurance.
4. The Management Group shall provide the City with executed copies of the affidavits attached hereto as Attachment B.
5. Except as expressly modified by this Interim Agreement, all terms and conditions of the Original Lease Agreement shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Key Colony Beach, Florida

By: 
Freddie Foster, Mayor

D. Rice Management, Inc.

By: 
Daryl Rice

ATTACHMENT A

CITY OF KEY COLONY BEACH
GOLF COURSE LEASE

**THIS INDENTURE, made and entered into as of the 1st day of
October 2021, between the CITY OF KEY COLONY BEACH,
FLORIDA, party of the first part, hereinafter designated as the
LESSOR, and D. RICE MANAGEMENT, INC.
party of the second part, hereinafter designated as the LESSEE,**

WITNESSETH:

1. The first party hereto, the Lessor, in consideration of the rents hereinafter reserved and of the covenants and agreements herein expressed on the part of the second party, the Lessee, to be kept, performed and fulfilled, has demise and leased and by these presents does demise and lease unto the Lessee all of the following described property situate, lying and being in the City of Key Colony Beach, County of Monroe and State of Florida, to wit:

The Key Colony Beach Golf Course situated in the City of Key Colony Beach, Florida, and having approximately fourteen (14) acres together with all the improvements thereon, including the Pro Shop Building, one-half of the City of Key Colony Beach Service Building (located at 460 8th Street, Key Colony Beach), and including inventory of tools and maintenance equipment as attached hereto and identified as Exhibit A.

TO HAVE AND TO HOLD the above-described property unto the Lessee for and during the term of two (2) years commencing on the 1st day of October 2021 and ending on the last day of September 2023. Lessee and Lessor, provide Lease is not in default of any provision in this lease, may extend this lease for an additional one (1) year period, at anytime prior to the four (4) month's ending date of the lease.

Each year after the first-year lease, rent will increase 3% of the previous year's rent.

2. Lessee, in consideration of the leasing of the property aforesaid, does hereby covenant and agree to and with Lessor to pay rent as follows:

\$32,000.00 per year plus sales tax for the year, payable in equal monthly payments. Rent is to be paid on the first (1st) day of each month as rent for that month. If rent is not paid by

GOLF COURSE LEASE

PAGE 2

the 10th day after the due date, there will be a 5% late charge. The late charge, together with applicable sales tax, shall be remitted with the late payment.

The Lessee, at his sole discretion, may notify the Lessor in writing his intent to terminate the lease upon ninety (90) days advance notice prior to October 1 of any year of the lease. If the Lessee terminates the Lease as provided above, the Lessee agrees to stay on as Lessee until the Lessor finds a trained replacement. During this time the Lessor retains all revenues from operations of the Golf Course.

3. Within two business days of signing this lease, Lessee shall place and pledge with Lessor a Bank Certificate of Deposit in the amount of \$20,000.00 (unless already executed), the interest paid by the bank from which shall be for the benefit of Lessee. This certificate is a rent guaranty damage and security deposit to be held by Lessor until this lease shall be terminated. No part of this deposit shall, without consent of Lessor, be considered as rent payment of any nature. The deposit is further a guarantee for those who have purchased memberships at the golf course. The certificate shall be held by Lessor and shall not be utilized unless and until it may become necessary to protect the memberships purchased from Lessee by third parties, in which event said funds shall be used on a pro-rata basis to refund the unused portions of the membership fees to those who have previously paid. The certificate may also be used at the termination of this lease to compensate Lessor for damage caused to the premises or city-owned personal property or equipment by the actions or omissions of the Lessee.

4. Lessee shall provide liability insurance protecting the interest of Lessor and Lessee to the sum of \$1,000,000 for each incident, and proof of this insurance shall be provided to Lessor on each renewal of such coverage. Workers' Compensation insurance is to be carried and proof of such coverage provided to the City. Any breach of this requirement shall be a default under this lease.

5. Lessee shall maintain golf course equipment, as set forth in Exhibit "A", in the same condition as when taking possession and, upon termination of this lease, it shall be surrendered to Lessor in the same condition as first tendered, reasonable wear and tear excepted.

In the event that replacement or reconditioning, (complete disassembly, replacement of worn parts, cleaning, rust removal and painting, so that the equipment is as near mechanically equal to a new piece of equipment as possible) is necessary of a piece of equipment, Lessee will obtain estimates for parts necessary for replacement or reconditioning, and parts expense shall be paid by Lessor. All expenses of labor shall be paid by Lessee.

GOLF COURSE LEASE

PAGE 3

Equipment such as hand tools, weed eaters and small rotary lawn mowers shall be purchased by Lessee and shall remain the property of Lessee.

6. The sale by lessee of anything other than golf related supplies and equipment or vended snacks shall not be permitted without the prior consent of Lessor. Lessee shall be permitted to place no more than two (2) vending machines on the property.

7. The golf course shall be maintained in the same or better condition as at the start of this lease, at the expense of Lessee, except as otherwise provided in this lease. Plantings suggested by Lessee, if approved by Lessor, shall be the responsibility of the Lessor.

The irrigation system (pipes extending onto and off of the course) shall be maintained by Lessee. Any parts needed for irrigation, such as sprinkler heads, etc., shall be paid by Lessor. The pumping station shall be maintained by the Lessor. Repairs that are Lessee's responsibility shall be at Lessee's expense other than capital improvements to the water system, which shall be submitted to Lessor for approval). Lessee hereby consents to modifications or upgrades to the system to be performed by Lessor mandated by any governmental authority. The cost for FKAA water used for irrigation of the golf course is at Lessee's expense. Lessor shall provide, if equipment is operating properly, reverse osmosis water for irrigation at no cost to the Lessee.

8. The golf course shall be maintained in good and playable condition on a year-round basis, save for acts of God.

9. The golf course starter, at a minimum, shall perform the following daily duties as noted below, if not this shall show as a discharge of this Lease.

- a. Open By 7:30 a.m. Daily**
- b. Make Sure Clubs & Carts Are in Order**
- c. Restroom Garbage Empty**
- d. Restroom Cleaned and Sanitized**
- e. Outside Walkways Free of Debris**
- f. Ashtrays Cleaned Out**
- g. Always Be a Starter**
- h. Sweep & Clean Inside of Pro Shop**
- i. Open until 5:00 p.m.**
- j. Always Dress Appropriately**

GOLF COURSE LEASE

PAGE 4

Course maybe closed Thanksgiving Day, Christmas Day. The course will remain available to members for play and an honor box will be placed for other players.

Lessee shall, at a minimum, complete the following duties / obligations under this lease, if not this shall show as a discharge of this Lease.

- a. Cut Greens as needed**
- b. Change Hole Locations Weekly**
- c. General Pick Up of Coconuts Daily**
- d. Rake Sand traps Twice Weekly**
- e. Check Tees and Sweep Mats Daily**
- f. Cut Shoulders A Minimum of Once a Week**
- g. Cut Fairways A Minimum of Once a Week**
- h. Treat For Weeds When Needed**
- i. Treat For Ants When Needed**
- j. Clean Service Building as needed – Lessor to provide paper products**
- k. Empty Trash on Whole Course as needed**
- l. Trim Trees and Shrubs When Needed**
- m. Test Sprinkler System A Minimum of Once A Month**

10. In the event the golf course is seriously damaged by an act of God, then any repairs to the course, leased buildings or equipment shall be at the expense of Lessor, and rent shall be suspended until the course is playable.

11. Lessor has a City Administrator who will act as the City's agent of the City of Key Colony Beach who shall verify the status of maintenance and all other matters concerning the course at maximum 90-day intervals and note any deficiencies and notify the Lessee for immediate correction (within 36 hours). If not corrected in this time period, the lessor will correct the issue and charge Lessee for such correction.

GOLF COURSE LEASE

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All promotional and invitational events that interfere with public use shall be presented for approval by the City Commission not less than 30 days in advance of such event.

12. All tax obligations in connection with this lease and the operation of the golf course, including sales tax, but excluding real property taxes on the subject property shall be an expense of Lessee, and failure to pay them when due shall constitute a default of this lease.

13. Lessee shall not assign this lease nor sublet the premises, or any part thereof, nor permit the same or any part thereof, to be used for any reason. All additions, except movable furniture, shall become the property of Lessor and shall remain upon the premises as a part thereof and be surrendered with the premises at the termination of this lease.

14. All of Lessee's personal property placed in or on the premises shall be at the risk of the Lessee.

15. Lessor shall not be liable for any damage to said personal property or to the Lessee arising from the bursting or leaking of water pipes, or any other cause.

16. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and city government.

17. Prompt payment of rent for said premises upon the dates named and the faithful observance of all covenants of this lease are the conditions upon which the lease is made and accepted, and any failure on the part of Lessee to comply with the terms of said lease or any of its covenants shall, at the option of Lessor, constitute a forfeiture of this lease and all the rights of Lessee hereunder.

In the event of a breach of this agreement by Lessee, other than failure to pay rent or utilities as set forth in paragraph 2 and 19, Lessor shall give written notice of the breach and Lessee shall have ten (10) business days to cure the breach. If a breach is not remedied within the time specified, Lessor shall have the right to terminate this lease.

18. If Lessee shall abandon or vacate (defined herein as failure to operate the course for three (3) consecutive business days) said premises before the end of the term of this lease, Lessor may, at his option, cancel said lease or he may enter said premises as the agent of Lessee without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, at such price and upon such terms and for such duration of time as Lessor may determine, and receive the rent, applying the same to the payment of the rent due by this lease, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, then said

GOLF COURSE LEASE

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Lessee shall pay any deficiency.

19. In any litigation resulting from the alleged breach of this lease, the prevailing party shall recover the court costs and reasonable attorney's fees including appellate attorney's fees.

20. Lessee shall pay all charges for water and electricity, except as stated herein. Lessor shall pay for one-half of electricity used in the Service Building. Lessee shall maintain the Service Building in neat and proper condition, including the rest rooms and other areas. Should said charges for rent, electricity or water herein provided for at any time remain due and unpaid for ten (10) days after the same shall have become due, Lessor may, at its option, consider said Lessee a tenant at sufferance and immediately reenter upon said premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

21. If Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against Lessee, Lessor is hereby irrevocably authorized, at its option, to cancel this lease. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this lease. No receiver, trustee or other judicial officer shall have any right, title, or interest in or to described property by virtue of this lease.

22. It is understood and agreed between the parties hereto that written notice by registered mail or Federal Express or delivered to the premises leased hereunder shall constitute sufficient notice to Lessee and written notice mailed or delivered to the office of Lessor shall constitute sufficient notice to Lessor, to comply with the terms of this lease.

23. The rights of Lessor under the foregoing shall be cumulative and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

24. It is hereby understood and agreed that any signs or advertising to be used on the premises, including awnings, shall be first submitted to Lessor for approval.

25. Hours of operation of the golf course shall be limited to natural light hours, and, unless otherwise approved by Lessor, Lessee shall not place outdoor lights on the golf course.

26. This lease shall not be recorded in the county public records.

GOLF COURSE LEASE

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IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the 12th day of August, 2021.

Laura V. Stefan
WITNESS
Pat. Hyland
WITNESS

CITY OF KEY COLONY BEACH

By: Ronald A. Sutton
Ronald A. Sutton, Mayor

By: [Signature]
City Administrator

D. RICE MANAGEMENT, INC.

By: Daryl Rice
Daryl Rice, President

NOTARY FOR LESSOR: CITY OF KEY COLONY BEACH

STATE OF FLORIDA
COUNTY OF MONROE

Before me, a Notary Public in and for said State and County, personally appeared

(LESSOR) Ronald A. Sutton, Mayor for City of Key Colony Beach

personally, known to be the person named in the foregoing lease, and he acknowledged that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 18th day of August, 2021.

Sara V. Guibert
NOTARY PUBLIC

My commission expires:



NOTARY FOR LESSEE:

STATE OF FLORIDA
COUNTY OF MONROE

Before me, a Notary Public in and for said State and County, personally appeared

(LESSEE) Daryl Rice, President of D. Rice Management, Inc.

personally, known or ID provided to be the person named in the foregoing lease, and he/she acknowledged that he/she executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 5th day of August, 2018.

Sara V. Guibert
NOTARY PUBLIC

My commission expires:



ATTACHMENT B

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E- Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, ☐ being personally known or ☐
having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this

_____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____ and (Nature of services presently being offered to The City of Key Colony Beach, Florida): _____

2) I have _____ have not _____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

- The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

(Signature of Authorized Representative)

Dated: _____

Print: _____

STATE OF _____,
COUNTY OF _____
PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, _____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of 20____.

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parrish
of _____, according to law on my oath, and under penalty of perjury, depose
and say that;

1) I am _____, the bidder making the Proposal for the project
described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. *(If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement:*
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (a). A predecessor or successor of a person convicted of a public entity crime; or
 - (b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2024.

(name of individual signing)

NOTARY PUBLIC

My commission expires:

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____		
Vendor FEIN: _____		
Vendor's Authorized Representative Name and Title: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone Number: _____		
Email Address: _____		

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

ATTACHMENT B

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: drice management inc
Vendor FEIN: 27-1155452
Vendor's Authorized Representative Name and Title: Daryl Rice Pres.
Address: 2357 Oversea Hwy
City: Manathon State: Fla. ZIP: 33050
Phone Number: 305-481-3198 cell
Email Address: drice519@aol.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [Signature]

AUTHORIZED SIGNATURE

Print Name and Title: Daryl Rice President

Date: 5/6/2025

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 5 day of Mar, 2025.

By [Signature]
Authorized Signature/Contractor

Darryl Rice President
Typed Name/Title

DRICE Management Inc
Contractor's Firm Name

2357 o/s Hwy
Street Address

Marathon, Fla. 33050
City/State/Zip Code

305-481-3198 ext 11 office 305 289 9859
Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date:

3/5/2025


Applicant's Signature

EXHIBIT B

City of Key Colony Beach

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




INTERIM LEASE EXTENSION

THIS INTERIM LEASE EXTENSION is made and entered into the date last written below, by and between the City of Key Colony Beach, Florida ("City"), and **D. Rice Management, Inc.** ("Management Group"), in order to extend the Interim Lease Agreement between the parties dated **April 9, 2025** (original Interim Lease Agreement date), a copy of which is attached hereto and incorporated by reference.

1. The City agrees to extend the Interim Lease Agreement, attached hereto as Exhibit A.
2. The Interim Lease Agreement shall be extended for an additional sixty (60) days beginning on October 9, 2025.
3. All other terms and conditions of the Interim Lease Agreement shall remain in full force and effect.

NOTE: A copy of the Interim Lease Agreement must accompany this extension.


IN WITNESS WHEREOF, the parties have executed this Interim Lease Extension on this 19th day of September, 2025.



Signature of Mayor Vic Harper

9/19/25

Date



Signature of Representative

9/17/2025

Date

EXHIBIT A

INTERIM LEASE AGREEMENT

This Interim Agreement is made on the 9 day of April 2025 (the "Effective Date"), by and between the City of Key Colony Beach, Florida, 600 W. Ocean Drive, Key Colony Beach, FL 33051 (the "City") and D. Rice Management, Inc, 2357 Overseas Highway, Suite 100, Marathon, FL 33050 (the "Management Group") (collectively, the "Parties") as follows:

WHEREAS, the City entered into a Lease Agreement (the "Original Lease Agreement") with the Management Group on August 1, 2021 for period of two years; and

WHEREAS, the Original Lease Agreement expired on August 1, 2023 and the Management Group continued to provide services in accordance with the terms of the Original Lease Agreement; and

WHEREAS, at its Commission Meeting on April 17, 2025, the City discussed the need to produce a Request for Proposals to evaluate prospective Management Groups interested in leasing the City's Golf Course; and

WHEREAS, pending the City's solicitation and evaluation of proposals, the City desires to enter into an Interim Agreement with the current Management Group to continue services until a new lease is awarded; and

NOW, THEREFORE, in consideration of the mutual agreements set forth hereafter and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Management Group will continue to provide services in accordance with the Original Lease Agreement, attached hereto as Attachment A.

1. D. Rice Management, Inc. shall continue to serve as the lessee of the Golf Course located in the City of Key Colony Beach, Florida.
2. This Interim Agreement shall become effective on the date of the last signature affixed hereto. It shall remain in effect for a period of three (3) months and shall automatically renew for an additional three (3) month term if the City has not selected a new Management Group pursuant to its solicitation process or the City wishes to take over operations for the Golf Course.
3. The Management Group shall maintain all insurance coverage as required under the Original Lease Agreement and shall provide the City with an updated Certificate of Insurance.
4. The Management Group shall provide the City with executed copies of the affidavits attached hereto as Attachment B.
5. Except as expressly modified by this Interim Agreement, all terms and conditions of the Original Lease Agreement shall remain in full force and effect.


THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the Effective Date.

City of Key Colony Beach, Florida

By: 
Freddie Foster, Mayor

D. Rice Management, Inc.

By: 
Daryl Rice

ATTACHMENT A

CITY OF KEY COLONY BEACH
GOLF COURSE LEASE

**THIS INDENTURE, made and entered into as of the 1st day of
October 2021, between the CITY OF KEY COLONY BEACH,
FLORIDA, party of the first part, hereinafter designated as the
LESSOR, and D. RICE MANAGEMENT, INC.
party of the second part, hereinafter designated as the LESSEE,**

WITNESSETH:

1. The first party hereto, the Lessor, in consideration of the rents hereinafter reserved and of the covenants and agreements herein expressed on the part of the second party, the Lessee, to be kept, performed and fulfilled, has demise and leased and by these presents does demise and lease unto the Lessee all of the following described property situate, lying and being in the City of Key Colony Beach, County of Monroe and State of Florida, to wit:

The Key Colony Beach Golf Course situated in the City of Key Colony Beach, Florida, and having approximately fourteen (14) acres together with all the improvements thereon, including the Pro Shop Building, one-half of the City of Key Colony Beach Service Building (located at 460 8th Street, Key Colony Beach), and including inventory of tools and maintenance equipment as attached hereto and identified as Exhibit A.

TO HAVE AND TO HOLD the above-described property unto the Lessee for and during the term of two (2) years commencing on the 1st day of October 2021 and ending on the last day of September 2023. Lessee and Lessor, provide Lease is not in default of any provision in this lease, may extend this lease for an additional one (1) year period, at anytime prior to the four (4) month's ending date of the lease.

Each year after the first-year lease, rent will increase 3% of the previous year's rent.

2. Lessee, in consideration of the leasing of the property aforesaid, does hereby covenant and agree to and with Lessor to pay rent as follows:

\$32,000.00 per year plus sales tax for the year, payable in equal monthly payments. Rent is to be paid on the first (1st) day of each month as rent for that month. If rent is not paid by

GOLF COURSE LEASE

PAGE 2

the 10th day after the due date, there will be a 5% late charge. The late charge, together with applicable sales tax, shall be remitted with the late payment.

The Lessee, at his sole discretion, may notify the Lessor in writing his intent to terminate the lease upon ninety (90) days advance notice prior to October 1 of any year of the lease. If the Lessee terminates the Lease as provided above, the Lessee agrees to stay on as Lessee until the Lessor finds a trained replacement. During this time the Lessor retains all revenues from operations of the Golf Course.

3. Within two business days of signing this lease, Lessee shall place and pledge with Lessor a Bank Certificate of Deposit in the amount of \$20,000.00 (unless already executed), the interest paid by the bank from which shall be for the benefit of Lessee. This certificate is a rent guaranty damage and security deposit to be held by Lessor until this lease shall be terminated. No part of this deposit shall, without consent of Lessor, be considered as rent payment of any nature. The deposit is further a guarantee for those who have purchased memberships at the golf course. The certificate shall be held by Lessor and shall not be utilized unless and until it may become necessary to protect the memberships purchased from Lessee by third parties, in which event said funds shall be used on a pro-rata basis to refund the unused portions of the membership fees to those who have previously paid. The certificate may also be used at the termination of this lease to compensate Lessor for damage caused to the premises or city-owned personal property or equipment by the actions or omissions of the Lessee.

4. Lessee shall provide liability insurance protecting the interest of Lessor and Lessee to the sum of \$1,000,000 for each incident, and proof of this insurance shall be provided to Lessor on each renewal of such coverage. Workers' Compensation insurance is to be carried and proof of such coverage provided to the City. Any breach of this requirement shall be a default under this lease.

5. Lessee shall maintain golf course equipment, as set forth in Exhibit "A", in the same condition as when taking possession and, upon termination of this lease, it shall be surrendered to Lessor in the same condition as first tendered, reasonable wear and tear excepted.

In the event that replacement or reconditioning, (complete disassembly, replacement of worn parts, cleaning, rust removal and painting, so that the equipment is as near mechanically equal to a new piece of equipment as possible) is necessary of a piece of equipment, Lessee will obtain estimates for parts necessary for replacement or reconditioning, and parts expense shall be paid by Lessor. All expenses of labor shall be paid by Lessee.

GOLF COURSE LEASE

PAGE 3

Equipment such as hand tools, weed eaters and small rotary lawn mowers shall be purchased by Lessee and shall remain the property of Lessee.

6. The sale by lessee of anything other than golf related supplies and equipment or vended snacks shall not be permitted without the prior consent of Lessor. Lessee shall be permitted to place no more than two (2) vending machines on the property.

7. The golf course shall be maintained in the same or better condition as at the start of this lease, at the expense of Lessee, except as otherwise provided in this lease. Plantings suggested by Lessee, if approved by Lessor, shall be the responsibility of the Lessor.

The irrigation system (pipes extending onto and off of the course) shall be maintained by Lessee. Any parts needed for irrigation, such as sprinkler heads, etc., shall be paid by Lessor. The pumping station shall be maintained by the Lessor. Repairs that are Lessee's responsibility shall be at Lessee's expense other than capital improvements to the water system, which shall be submitted to Lessor for approval). Lessee hereby consents to modifications or upgrades to the system to be performed by Lessor mandated by any governmental authority. The cost for FKAA water used for irrigation of the golf course is at Lessee's expense. Lessor shall provide, if equipment is operating properly, reverse osmosis water for irrigation at no cost to the Lessee.

8. The golf course shall be maintained in good and playable condition on a year-round basis, save for acts of God.

9. The golf course starter, at a minimum, shall perform the following daily duties as noted below, if not this shall show as a discharge of this Lease.

- a. Open By 7:30 a.m. Daily
- b. Make Sure Clubs & Carts Are in Order
- c. Restroom Garbage Empty
- d. Restroom Cleaned and Sanitized
- e. Outside Walkways Free of Debris
- f. Ashtrays Cleaned Out
- g. Always Be a Starter
- h. Sweep & Clean Inside of Pro Shop
- i. Open until 5:00 p.m.
- j. Always Dress Appropriately

GOLF COURSE LEASE

PAGE 4

Course maybe closed Thanksgiving Day, Christmas Day. The course will remain available to members for play and an honor box will be placed for other players.

Lessee shall, at a minimum, complete the following duties / obligations under this lease, if not this shall show as a discharge of this Lease.

- a. Cut Greens as needed**
- b. Change Hole Locations Weekly**
- c. General Pick Up of Coconuts Daily**
- d. Rake Sand traps Twice Weekly**
- e. Check Tees and Sweep Mats Daily**
- f. Cut Shoulders A Minimum of Once a Week**
- g. Cut Fairways A Minimum of Once a Week**
- h. Treat For Weeds When Needed**
- i. Treat For Ants When Needed**
- j. Clean Service Building as needed – Lessor to provide paper products**
- k. Empty Trash on Whole Course as needed**
- l. Trim Trees and Shrubs When Needed**
- m. Test Sprinkler System A Minimum of Once A Month**

10. In the event the golf course is seriously damaged by an act of God, then any repairs to the course, leased buildings or equipment shall be at the expense of Lessor, and rent shall be suspended until the course is playable.

11. Lessor has a City Administrator who will act as the City's agent of the City of Key Colony Beach who shall verify the status of maintenance and all other matters concerning the course at maximum 90-day intervals and note any deficiencies and notify the Lessee for immediate correction (within 36 hours). If not corrected in this time period, the lessor will correct the issue and charge Lessee for such correction.

GOLF COURSE LEASE

PAGE 5

All promotional and invitational events that interfere with public use shall be presented for approval by the City Commission not less than 30 days in advance of such event.

12. All tax obligations in connection with this lease and the operation of the golf course, including sales tax, but excluding real property taxes on the subject property shall be an expense of Lessee, and failure to pay them when due shall constitute a default of this lease.

13. Lessee shall not assign this lease nor sublet the premises, or any part thereof, nor permit the same or any part thereof, to be used for any reason. All additions, except movable furniture, shall become the property of Lessor and shall remain upon the premises as a part thereof and be surrendered with the premises at the termination of this lease.

14. All of Lessee's personal property placed in or on the premises shall be at the risk of the Lessee.

15. Lessor shall not be liable for any damage to said personal property or to the Lessee arising from the bursting or leaking of water pipes, or any other cause.

16. Lessee shall comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and city government.

17. Prompt payment of rent for said premises upon the dates named and the faithful observance of all covenants of this lease are the conditions upon which the lease is made and accepted, and any failure on the part of Lessee to comply with the terms of said lease or any of its covenants shall, at the option of Lessor, constitute a forfeiture of this lease and all the rights of Lessee hereunder.

In the event of a breach of this agreement by Lessee, other than failure to pay rent or utilities as set forth in paragraph 2 and 19, Lessor shall give written notice of the breach and Lessee shall have ten (10) business days to cure the breach. If a breach is not remedied within the time specified, Lessor shall have the right to terminate this lease.

18. If Lessee shall abandon or vacate (defined herein as failure to operate the course for three (3) consecutive business days) said premises before the end of the term of this lease, Lessor may, at his option, cancel said lease or he may enter said premises as the agent of Lessee without being liable in any way therefore, and relet the premises with or without any furniture that may be therein, at such price and upon such terms and for such duration of time as Lessor may determine, and receive the rent, applying the same to the payment of the rent due by this lease, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, then said

GOLF COURSE LEASE

PAGE 6

Lessee shall pay any deficiency.

19. In any litigation resulting from the alleged breach of this lease, the prevailing party shall recover the court costs and reasonable attorney's fees including appellate attorney's fees.

20. Lessee shall pay all charges for water and electricity, except as stated herein. Lessor shall pay for one-half of electricity used in the Service Building. Lessee shall maintain the Service Building in neat and proper condition, including the rest rooms and other areas. Should said charges for rent, electricity or water herein provided for at any time remain due and unpaid for ten (10) days after the same shall have become due, Lessor may, at its option, consider said Lessee a tenant at sufferance and immediately reenter upon said premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise.

21. If Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against Lessee, Lessor is hereby irrevocably authorized, at its option, to cancel this lease. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this lease. No receiver, trustee or other judicial officer shall have any right, title, or interest in or to described property by virtue of this lease.

22. It is understood and agreed between the parties hereto that written notice by registered mail or Federal Express or delivered to the premises leased hereunder shall constitute sufficient notice to Lessee and written notice mailed or delivered to the office of Lessor shall constitute sufficient notice to Lessor, to comply with the terms of this lease.



23. The rights of Lessor under the foregoing shall be cumulative and failure on the part of Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of said rights.

24. It is hereby understood and agreed that any signs or advertising to be used on the premises, including awnings, shall be first submitted to Lessor for approval.

25. Hours of operation of the golf course shall be limited to natural light hours, and, unless otherwise approved by Lessor, Lessee shall not place outdoor lights on the golf course.

26. This lease shall not be recorded in the county public records.


IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the 12th day of August, 2021.


WITNESS

WITNESS

CITY OF KEY COLONY BEACH

By: 
Ronald A. Sutton, Mayor

By: 
City Administrator

D. RICE MANAGEMENT, INC.
By: 
Daryl Rice, President

NOTARY FOR LESSOR: CITY OF KEY COLONY BEACH

STATE OF FLORIDA
COUNTY OF MONROE

Before me, a Notary Public in and for said State and County, personally appeared

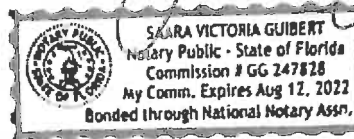
(LESSOR) Ronald A. Sutton, Mayor for City of Key Colony Beach

personally, known to be the person named in the foregoing lease, and he acknowledged that he executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 12th day of August, 2021.

Sara V. Guibert
NOTARY PUBLIC

My commission expires:



NOTARY FOR LESSEE:

STATE OF FLORIDA
COUNTY OF MONROE

Before me, a Notary Public in and for said State and County, personally appeared

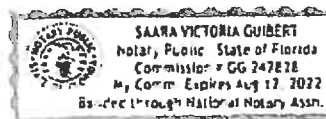
(LESSEE) Daryl Rice, President of D. Rice Management, Inc.

personally, known or ID provided to be the person named in the foregoing lease, and he/she acknowledged that he/she executed the same for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the 5th day of August, 2021.

Sara V. Guibert
NOTARY PUBLIC

My commission expires.



ATTACHMENT B

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

Beginning January 1, 2021, Florida law requires all contractors doing business with the the City of Key Colony Beach, Florida to register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. The City requires all vendors who are awarded contracts with the City to verify employee eligibility using the E-Verify System. As before, vendors are also required to maintain all I-9 Forms of their employees for the duration of the contract term. To enroll in the E-Verify System, vendors should visit the E- Verify Website located at www.e-verify.gov.

In accordance with Florida Statute § 448.095, IT IS THE RESPONSIBILITY OF THE AWARDED VENDOR TO ENSURE COMPLIANCE WITH ALL APPLICABLE E-VERIFY REQUIREMENTS.

By affixing your signature below, you hereby acknowledge that Florida Law requires you to register with and use the E-Verify System to verify the work authorization status of all newly hired employees. Furthermore, by signing this affidavit you affirm, under penalty of perjury, that you have complied with all applicable E-Verify requirements as of the effective date below.

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, ☐ being personally known or ☐
having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____

_____ day of _____

_____ 20 _____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: (Name of company/vendor): _____ and (Nature of services presently being offered to The City of Key Colony Beach, Florida): _____

2) I have _____ have not _____, at any time, excluding the instant proposal, had a business or personal relationship with any member of The City of Key Colony Beach Board of Commissioners, and/or with any employee of The City of Key Colony Beach, Florida.

• The details of my or my company's present and/or former relationship, excluding the instant proposal, are: *{include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}*

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The City of Key Colony Beach, Florida relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, being personally known, _____ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of 20 _____.

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/parrish
of _____, according to law on my oath, and under penalty of perjury, depose
and say that;

1) I am _____, the bidder making the Proposal for the project
described as follows:

2) The prices in this bid have been arrived at independently without collusion, consultation, communication or
agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or
with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly
disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to
any other bidder or to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or
corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that The
School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding
contracts for said project.

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____, who, after first being sworn by me, (name of individual signing) affixed his/her
signature in the space provided above on this

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA
STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
by _____ for _____
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. *(If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement:*
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt of a conviction of public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- (a). A predecessor or successor of a person convicted of a public entity crime; or
 - (b). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1) ©, Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with any convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting the sworn statement on the convicted vendor list. (Attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2024.

(name of individual signing)

NOTARY PUBLIC

My commission expires:

State of Florida
Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: _____
Vendor FEIN: _____
Vendor's Authorized Representative Name and Title: _____
Address: _____
City: _____ State: _____ ZIP: _____
Phone Number: _____
Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.	
By: _____	AUTHORIZED SIGNATURE
Print Name and Title: _____	
Date: _____	

ATTACHMENT B

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: d rice management inc
Vendor FEIN: 27-1155452
Vendor's Authorized Representative Name and Title: Daryl Rice Pres.
Address: 2357 Owensens Hwy
City: Manathon State: Fla. ZIP: 33050
Phone Number: 305-481-3198 cell
Email Address: d rice 519 @ AOL. com

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: [Signature]
AUTHORIZED SIGNATURE

Print Name and Title: Daryl Rice President
Date: 5/6/2025

DEBARMENT CERTIFICATION

"The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 2 CFR Chapter 180, by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this 5 day of May, 2025.

By [Signature]
Authorized Signature/Contractor

Daniel Rice President
Typed Name/Title

DRICE Management Inc
Contractor's Firm Name

2357 o/s Hwy
Street Address

Marathon, Fla. 33050
City/State/Zip Code

305-481-3198 ext 1 office 305 289 9859
Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

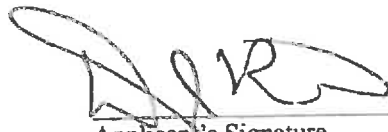
4. In the statement specified in subsection CO, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Date: 5/5/2025


Applicant's Signature



City of Key Colony Beach

Protocol for Requests for New Recreation-Related Projects

The Recreation Committee of the City of Key Colony Beach is dedicated to reviewing all requests for new projects or ideas that enhance the quality and variety of recreational opportunities available to residents and visitors. The Committee works to ensure that all proposed projects align with the City's goals, complement existing facilities, and do not negatively impact current recreational resources.

The following steps outline the review process for new recreation-related project requests:

- 1. Submission of Request**
 - An individual or entity completes the *Request for New Recreation-Related Project* form and attaches any relevant materials, such as diagrams, photos, or supporting documents that will assist in evaluating the proposal.
- 2. Submission Method**
 - The completed form and any attachments must be submitted to the City Clerk's Office for distribution to the Recreation Committee.
 - Submissions may be made via email to cityclerk@keycolonybeach.net with the subject line: **"New Recreation Committee Project"** or in person at City Hall.
- 3. Recreation Committee Review**
 - The Recreation Committee will review the request during a scheduled meeting.
 - The Committee will decide whether to recommend the project to the Key Colony Beach City Commission or to defer it to the Beautification Committee.
 - The individual or entity submitting the request may request to be placed on the Committee's agenda to present the proposal and provide additional information.
- 4. Commission Review and Action**
 - The City Commission will consider the Recreation Committee's recommendation.
 - The Commission will determine whether to pursue the project and identify potential funding sources, such as grants, City funds, or other resources.



REQUEST FOR NEW RECREATION-RELATED PROJECT

Name of Person or Entity Making Request: _____

Contact Information

Email: _____

Phone: _____

Permanent Address: _____

Location/Description of Project (Include any diagrams, drawings, photos, or other explanatory materials.)

Statement of Benefit to the City of Key Colony Beach

Estimated Cost of Project: _____

Grant Eligible: ☐ Yes ☐ No ☐ Maybe

*****Email the completed form to cityclerk@keycolonybeach.net or drop it off at City Hall with the City Clerk.***

For Office Use Only

Submission Date: _____

Recreation Committee Meeting: _____

Recommendation: _____

City Commission Meeting: _____

City Commission Determination: ☐ Approved ☐ Denied

Additional Details: _____

DECEMBER 2025 - RECREATION COMMITTEE PRIORITY IMPROVEMENT LIST

(RANKED HIGHEST TO LOWEST)







1. The completion of the Basketball Court
2. Ongoing ADA compliance for all recreational areas
3. Restroom facilities in the following order of importance
 1. 8th Street Restrooms
 2. 7th Street Restrooms
 3. East Park Restrooms (1st Street Park)
4. 7th Street Parking Improvements
5. Covered Pavilion on 8th Street
6. Additions of Exercise Stations

PROPOSAL FOR CITY OF KEY COLONY BEACH



iPF TX-3200 MFP Z36 w/ Stacker

Built for productivity the 36" TX-3100 is a highly versatile, Wi-Fi ready, 5-color large-format printer designed to satisfy the needs of the high-volume CAD and low-volume LED plotter markets with print quality, usability, security features, and print speeds. With the LUCIA TD pigment ink set, optional Multifunction Roll System, security features and the TX stacker or Multi-Positional Catch Basket, this printer can provide fine lines and crisp text at impressively fast speed.

-  **WORKFLOW EFFICIENCY-** Increase productivity and grow your business with efficient, streamlined workflows. *Ease of Use *Personalized Experience *Mobile Workflow Support *Built-in Intelligence *End to End Creativity.
-  **COST MANAGEMENT-** Designed to deliver cost savings to help maximize return on investment. *Cost Saving Solutions for: 1). Information Technology 2). Output Management 3). IT and Infrastructure 4). Admin and Purchasing
-  **SECURITY-** The imageRUNNER ADVANCE Platform offers a range of security capabilities to help facilitate the confidentiality, accessibility, and availability of your information. *Authentication *Document Security *Data & Network Security.
-  **DEVICE AND FLEET MANAGEMENT-** Canon's advanced capabilities for device management can help ease IT burdens and maximize productivity. *Sands of the Keys Total Installation and Smart User Support *Advanced Administration and Management Tools *Efficient Monitoring and Diagnostics
-  **QUALITY AND RELIABILITY-** The imageRUNNER ADVANCE platform has been designed with your business needs as the primary focus. *Outstanding Quality *Award-Winning Technology *Universal Design
-  **SUSTAINABILITY-** Less than one watt of power in sleep mode, new low- heat toner uses less fuser heat. *Energy Efficiency *Eco-Conscious Design *Energy Star Rated

PRICING- \$15,870.49, or 12 Month financed purchase at \$1479.72 per month to include net 30 terms, waive admin fee, set up, delivery, installation and networking plus the following options:

Options Included- Includes Main Unit with Stand & SS-31 Stacker, 2 1/3" Core Media Spool (Adapters Included), 1 Print Head, 1 Maintenance Cartridge (Installed), 5 Starter Ink Tanks (330ml: MBK, 160: BK, C, M, Y), Power Cord, Tools and Screws, Sample Heavyweight Coated HP Paper (A2 size/5 sheets), Ethernet Card (built-in), USB 2.0 High Speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Registration Card, PosterArtist Lite Software, Warranty Statement, User Software CD for Windows (Printer Driver Utilities), Accounting Manager, Device Management Console, Optimized Driver for AutoCAD, Z36 Scanner, MFP Stand, All-in-One PC with a 15.6" Touch Screen Monitor and SmartWorks MFP Software.

Bundled with (1)- additional set of 160ml ink tanks and (1)- 300' roll of Bond Paper 90 gsm. To include configuration, delivery, set-up and installation/ networking and 1 year mfg. warranty. Warranty excludes consumables.

Any questions, please call me at (305)783-8002
John Ribble * Account Executive * Sands of the Keys



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL FINANCE AGREEMENT

CFS-1045 (11/22)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME) CITY OF KEY COLONY BEACH		DBA COMMISSIONER'S OFFICE		PHONE ("Customer") (305) 289-1212	
BILLING EMAIL ADDRESS	BILLING CONTACT FIRST NAME	BILLING CONTACT LAST NAME	BILLING CONTACT PH #	<input checked="" type="checkbox"/> Checking box or omitting email address defaults to paper invoice. Not checking box defaults to electronic invoice. Billing data needed.	
BILLING ADDRESS 600 W. OCEAN DRIVE		CITY KEY COLONY BEACH	COUNTY MONROE	STATE FL	ZIP 33051-0141
EQUIPMENT ADDRESS 600 W. OCEAN DRIVE		CITY KEY COLONY BEACH	COUNTY MONROE	STATE FL	ZIP 33051-0141
EQUIPMENT INFORMATION				NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description		Number of Payments	Total Payment *
1		Canon imagePROGRAF TX-3200 MFP Z36		12	1479.72
1		20lb Bond Paper- 300' roll			
1		Set of 5 pigmented ink tanks- 330 ml			
		(Net 30 terms; to include admin fees)			
TERM: 12 months		PAYMENT FREQUENCY: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____			* Plus Applicable Taxes

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.		By <u>X</u> _____ Title: VICE-MAYOR	
By: _____		Printed Name: DOUG COLONELL	Email Address: doug.colonell@keycolonybeach.net
Title: _____		By <u>X</u> _____ Title: BUILDING OFFICIAL	
Date: _____		Printed Name: TONY LORENO	Email Address: buildingofficial@keycolonybeach.net
To: Canon Financial Services, Inc. ("CFS")			
ACCEPTANCE CERTIFICATE			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name] with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Finance Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS and (c) on Schedule 1 attached hereto (collectively, "Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER DEALER OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter and title to the Equipment shall be vested in CFS, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement; and (4) Customer executes a bill of sale and other documents requested by CFS to evidence the return of title in the Equipment to CFS. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.

11. MAINTENANCE; ALTERATIONS: Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. In connection with the payment of any fees, assessments, taxes, expenses or charges by Customer as required by this Agreement, upon CFS' request, Customer shall provide CFS with evidence of such payment, such evidence to be satisfactory to CFS in its sole discretion. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall be with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days' after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS (such replacement equipment will become "Equipment" and be subject to the terms of this Agreement including without limitation the security interest granted to CFS under this Agreement) or (b) pay CFS the Remaining Lease Balance.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (f) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, CFS shall act as Customer's agent for purposes of keeping a written record of such transfer in accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended, and upon Customer request CFS shall deliver the new assignee's name to Customer. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or

set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RETURN: If Customer terminates the lease of any Equipment as described in the Fiscal Funding provision hereof, Customer shall return such Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. OWNERSHIP OF EQUIPMENT: Title to the Equipment shall pass to the Customer "AS-IS WHERE-IS" without any warranties of any kind, upon commencement of the Agreement. As security for the due payment and performance of all of its obligations hereunder, Customer hereby grants to CFS, its successors and assigns, a first priority security interest in the Equipment, which security interest shall only be released upon proper notice and payment by Customer of all amounts due hereunder.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates has an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded.

23. UCC - ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE (UCC 2A) AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNMENT USE: Customer agrees that (a) Customer will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to CFS of information reporting statements requested by CFS, (b) Customer will not do, cause to be done, or fail to do any act if such act will cause the interest portion of the Payments to be or to become subject to Federal income taxation, and (c) the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to clause (c) above.

27. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.







28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

PROPOSAL FOR CITY OF KEY COLONY BEACH



iPF TX-3200 MFP Z36 w/ Stacker

Built for productivity the 36" TX-3100 is a highly versatile, Wi-Fi ready, 5-color large-format printer designed to satisfy the needs of the high-volume CAD and low-volume LED plotter markets with print quality, usability, security features, and print speeds. With the LUCIA TD pigment ink set, optional Multifunction Roll System, security features and the TX stacker or Multi-Positional Catch Basket, this printer can provide fine lines and crisp text at impressively fast speed.

-  **WORKFLOW EFFICIENCY-** Increase productivity and grow your business with efficient, streamlined workflows. *Ease of Use *Personalized Experience *Mobile Workflow Support *Built-in Intelligence *End to End Creativity.
-  **COST MANAGEMENT-** Designed to deliver cost savings to help maximize return on investment. *Cost Saving Solutions for: 1). Information Technology 2). Output Management 3). IT and Infrastructure 4). Admin and Purchasing
-  **SECURITY-** The imageRUNNER ADVANCE Platform offers a range of security capabilities to help facilitate the confidentiality, accessibility, and availability of your information. *Authentication *Document Security *Data & Network Security.
-  **DEVICE AND FLEET MANAGEMENT-** Canon's advanced capabilities for device management can help ease IT burdens and maximize productivity. *Sands of the Keys Total Installation and Smart User Support *Advanced Administration and Management Tools *Efficient Monitoring and Diagnostics
-  **QUALITY AND RELIABILITY-** The imageRUNNER ADVANCE platform has been designed with your business needs as the primary focus. *Outstanding Quality *Award-Winning Technology *Universal Design
-  **SUSTAINABILITY-** Less than one watt of power in sleep mode, new low- heat toner uses less fuser heat. *Energy Efficiency *Eco-Conscious Design *Energy Star Rated

PRICING- \$15,870.49 cash purchase price or 36 mo. FMV municipal lease at \$475.00 per month to include net 30 terms, waive admin fee, set up, delivery, installation and networking plus the following options:

Options Included- Includes Main Unit with Stand & SS-31 Stacker, 2"/3" Core Media Spool (Adapters Included), 1 Print Head, 1 Maintenance Cartridge (Installed), 5 Starter Ink Tanks (330ml: MBK, 160: BK, C, M, Y), Power Cord, Tools and Screws, Sample Heavyweight Coated HP Paper (A2 size/5 sheets), Ethernet Card (built-in), USB 2.0 High Speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Registration Card, PosterArtist Lite Software, Warranty Statement, User Software CD for Windows (Printer Driver Utilities), Accounting Manager, Device Management Console, Optimized Driver for AutoCAD, Z36 Scanner, MFP Stand, All-in-One PC with a 15.6" Touch Screen Monitor and SmartWorks MFP Software.

Bundled with (1)- additional set of 160ml ink tanks and (1)- 300' roll of Bond Paper 90 gsm. To include configuration, delivery, set-up and installation/ networking and 1 year mfg. warranty. Warranty excludes consumables.

Any questions, please call me at (305)783-8002
John Ribble * Account Executive * Sands of the Keys



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (01/17)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME) CITY OF KEY COLONY BEACH		DBA COMMISSIONER'S OFFICE	PHONE (305) 289-1212
BILLING ADDRESS 600 W. OCEAN DRIVE	CITY KEY COLONY BEACH	COUNTY MONROE	STATE FL
EQUIPMENT ADDRESS SAME	CITY	COUNTY	STATE ZIP 33051-0141

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		Canon imagePROGRAF TX-3200 MFP Z36	36	475.00
1		20lb Bond Paper- 300' roll		
1		Set of 5 pigmented ink tanks- 160 ml		
		(Net 30 terms; to include admin fees)		
* Plus Applicable Taxes				

TERM 63 (in months)	PAYMENT FREQUENCY <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	END OF TERM PURCHASE OPTION Fair Market Value
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THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____		AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: VICE-MAYOR Printed Name: DOUG COLONELL Email Address: doug.colonell@keycolonybeach.net By: X _____ Title: BUILDING OFFICIAL Printed Name: TONY LORENO Email Address: buildingofficial@keycolonybeach.net	
To: Canon Financial Services, Inc. ("CFS")			
ACCEPTANCE CERTIFICATE Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ [state name or political subdivision or agency] of _____ [State name], with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
11. **MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; plus (ii) the present value of all remaining Payments for the full term of this Agreement; plus (iii) the Fair Market Value of the Equipment (as defined herein); plus (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft, or, damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement plus any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, plus the Fair Market Value, plus any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

27. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.







28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

PROPOSAL FOR CITY OF KEY COLONY BEACH



iPF TX-3200 MFP Z36 w/ Stacker

Built for productivity the 36" TX-3100 is a highly versatile, Wi-Fi ready, 5-color large-format printer designed to satisfy the needs of the high-volume CAD and low-volume LED plotter markets with print quality, usability, security features, and print speeds. With the LUCIA TD pigment ink set, optional Multifunction Roll System, security features and the TX stacker or Multi-Positional Catch Basket, this printer can provide fine lines and crisp text at impressively fast speed.

-  **WORKFLOW EFFICIENCY-** Increase productivity and grow your business with efficient, streamlined workflows. *Ease of Use *Personalized Experience *Mobile Workflow Support *Built-in Intelligence *End to End Creativity.
-  **COST MANAGEMENT-** Designed to deliver cost savings to help maximize return on investment. *Cost Saving Solutions for: 1). Information Technology 2). Output Management 3). IT and Infrastructure 4). Admin and Purchasing
-  **SECURITY-** The imageRUNNER ADVANCE Platform offers a range of security capabilities to help facilitate the confidentiality, accessibility, and availability of your information. *Authentication *Document Security *Data & Network Security.
-  **DEVICE AND FLEET MANAGEMENT-** Canon's advanced capabilities for device management can help ease IT burdens and maximize productivity. *Sands of the Keys Total Installation and Smart User Support *Advanced Administration and Management Tools *Efficient Monitoring and Diagnostics
-  **QUALITY AND RELIABILITY-** The imageRUNNER ADVANCE platform has been designed with your business needs as the primary focus. *Outstanding Quality *Award-Winning Technology *Universal Design
-  **SUSTAINABILITY-** Less than one watt of power in sleep mode, new low- heat toner uses less fuser heat. *Energy Efficiency *Eco-Conscious Design *Energy Star Rated

PRICING- 63 Month FMV Lease at \$299.00 per month to include net 30 terms, waive admin fee plus the following options:

Options Included- Includes Main Unit with Stand & SS-31 Stacker, 2"/3" Core Media Spool (Adapters Included), 1 Print Head, 1 Maintenance Cartridge (Installed), 5 Starter Ink Tanks (330ml: MBK, 160: BK, C, M, Y), Power Cord, Tools and Screws, Sample Heavyweight Coated HP Paper (A2 size/5 sheets), Ethernet Card (built-in), USB 2.0 High Speed Interface, USB Connection Sheet, iWR Service Terms Leaflet, User Manual, Quick Setup Guide, User Registration Card, PosterArtist Lite Software, Warranty Statement, User Software CD for Windows (Printer Driver Utilities), Accounting Manager, Device Management Console, Optimized Driver for AutoCAD, Z36 Scanner, MFP Stand, All-in-One PC with a 15.6" Touch Screen Monitor and SmartWorks MFP Software.

Bundled with (1)- additional set of 160ml ink tanks and (1)- 300' roll of Bond Paper 90 gsm. To include configuration, delivery, set-up and installation/ networking and 1 year mfg. warranty. Warranty excludes consumables.

Any questions, please call me at (305)783-8002
John Ribble * Account Executive * Sands of the Keys



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value

CFS-1043 (01/17)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME)		DBA		PHONE	
CITY OF KEY COLONY BEACH		COMMISSIONER'S OFFICE		("Customer") (305) 289-1212	
BILLING ADDRESS		CITY	COUNTY	STATE	ZIP
600 W. OCEAN DRIVE		KEY COLONY BEACH	MONROE	FL	33051-0141
EQUIPMENT ADDRESS		CITY	COUNTY	STATE	ZIP
SAME					
EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS		
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *	
1		Canon imagePROGRAF TX-3200 MFP Z36	63	299.00	
1		20lb Bond Paper- 300' roll			
1		Set of 5 pigmented ink tanks- 160 ml			
		(Net 30 terms; to include admin fees)			
			* Plus Applicable Taxes		
TERM		PAYMENT FREQUENCY		END OF TERM PURCHASE OPTION	
63 (in months)		<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____		Fair Market Value	

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED		AUTHORIZED CUSTOMER SIGNATURE	
CANON FINANCIAL SERVICES, INC.			
By: _____		By: _____	Title: VICE-MAYOR
Title: _____		Printed Name: DOUG COLONELL	Email Address: doug.colonell@keycolonybeach.net
Date: _____		By: _____	Title: BUILDING OFFICIAL
		Printed Name: TONY LORENO	Email Address: buildingofficial@keycolonybeach.net
ACCEPTANCE CERTIFICATE			
To: Canon Financial Services, Inc. ("CFS")			
Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.			
Signature: _____	Printed Name: _____	Title (if any): _____	Date: _____

TERMS AND CONDITIONS

1. **AGREEMENT:** CFS leases to Customer, a _____ (state name or political subdivision or agency) of _____ (State name), with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Gaither Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
2. **TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.
3. **PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatements, set-off, defense or counterclaim for any reason whatsoever.
4. **APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
5. **NO CFS WARRANTIES:** CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT. CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
6. **FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to CFS under this Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
7. **ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
8. **LOCATION; LIENS; NAMES; OFFICES:** Customer shall not move the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
9. **WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
10. **INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
11. **MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

12. TAXES; OTHER FEES AND CHARGES: CUSTOMER SHALL PAY AND DISCHARGE WHEN DUE ALL LICENSE AND REGISTRATION FEES, ASSESSMENTS, SALES, USE, PROPERTY AND OTHER TAXES, AND OTHER EXPENSES AND CHARGES, together with any applicable penalties, interest, and administrative fees now or at any time imposed upon any Equipment, the Payments, or Customer's performance or non-performance of its obligations hereunder, whether payable by or assessed to CFS or Customer. If Customer fails to pay any such fees, assessments, taxes, expenses or charges as required hereunder, CFS shall have the right but not the obligation to pay those fees, assessments, taxes, expenses and charges, and Customer shall promptly reimburse CFS, upon demand, for all such payments made plus administrative fees and costs, if any. Customer acknowledges that, where required by law, CFS will file any notices and pay personal property taxes levied on the Equipment. Customer shall reimburse CFS for the expense of such personal property taxes as Invoiced by CFS and pay CFS a processing fee not to exceed \$50 per year per item of Equipment that is subject to such tax. Customer agrees that CFS has not, and will not, render tax advice to Customer, and that payment of such taxes is an administrative act. ON THE DATE OF THE FIRST SCHEDULED PAYMENT AND THE DATE OF THE FIRST SCHEDULED PAYMENT AFTER THE ADDITION OF ANY EQUIPMENT, CUSTOMER SHALL PAY TO CFS A DOCUMENTATION FEE, IN THE AMOUNT OF \$85, TO REIMBURSE CFS FOR ITS ADMINISTRATIVE AND RECORDING COSTS.

13. INSURANCE: Customer, at its sole cost and expense, shall, during the term hereof including all renewals and extensions, obtain, maintain and pay for (a) insurance against the loss, theft, or damage to the Equipment for the full replacement value thereof, and (b) comprehensive public liability and property damage insurance. All such insurance shall provide for a deductible not exceeding \$5,000 and be in form and amount, and with companies satisfactory to CFS. Each insurer providing such insurance shall name CFS as additional insured and loss payee and provide CFS thirty (30) days' written notice before the policy in question shall be materially altered or canceled. Customer shall pay the premiums for such insurance, shall be responsible for all deductible portions thereof, and shall deliver certificates or other evidence of insurance to CFS. The proceeds of such insurance, at the option of CFS, shall be applied to (a) replace or repair the Equipment, or (b) pay CFS the "Remaining Lease Balance," which shall be the sum of: (i) all amounts then owed by Customer to CFS under this Agreement; *plus* (ii) the present value of all remaining Payments for the full term of this Agreement; *plus* (iii) the Fair Market Value of the Equipment (as defined herein); *plus* (iv) any applicable taxes, expenses, charges and fees. For purposes of determining present value under this Agreement, Payments shall be discounted at three percent (3%) per year. Customer hereby appoints CFS as Customer's attorney-in-fact solely to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for any loss or damage to Equipment under any such insurance policy. If within ten (10) days after CFS' request, Customer fails to deliver satisfactory evidence of such insurance to CFS, then CFS shall have the right, but not the obligation, to obtain insurance covering CFS' interests in the Equipment, and add the costs of acquiring and maintaining such insurance, and an administrative fee, to the amounts due from Customer under this Agreement. CFS and any of its affiliates may make a profit on the foregoing.

14. LOSS; DAMAGE: Customer assumes and shall bear the entire risk of loss, theft of, or damage to the Equipment from any cause whatsoever, effective upon delivery to Customer. No such loss, theft or damage shall relieve Customer of any obligation under this Agreement. In the event of damage to any Equipment, Customer shall immediately repair such damage at Customer's expense. If any Equipment is lost, stolen, or damaged beyond repair, Customer, at the option of CFS, will (a) replace the same with like equipment in a condition acceptable to CFS and convey clear title to such equipment to CFS (and such equipment will become "Equipment" and be subject to the terms of this Agreement), or (b) pay CFS the Remaining Lease Balance. Upon CFS' receipt of the Remaining Lease Balance, CFS shall transfer the applicable Equipment to Customer "AS-IS, WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate with respect to such Equipment.

15. DEFAULT: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) Customer defaults in the payment when due of any indebtedness of Customer to CFS, whether or not arising under this Agreement, without notice or demand by CFS; (b) Customer or any guarantor of Customer's obligations hereunder ("Guarantor") ceases doing business as a going concern; (c) Customer or any Guarantor becomes insolvent or makes an assignment for the benefit of creditors; (d) a petition or proceeding is filed by or against Customer or any Guarantor under any bankruptcy or insolvency law; (e) a receiver, trustee, conservator, or liquidator is appointed for Customer, any Guarantor, or any of their property; (f) any statement, representation or warranty made by Customer or any Guarantor to CFS is incorrect in any material respect; or (g) Customer or any Guarantor who is a natural person dies.

16. REMEDIES: Upon the happening of any one or more Events of Default, CFS shall have the right to exercise any one or all of the following remedies (which shall be cumulative), simultaneously, or serially, and in any order: (a) to require Customer to immediately pay all Payments hereunder (whether or not then due) and other amounts due under this Agreement, with CFS retaining title to the Equipment; (b) to terminate any and all agreements with Customer; (c) with or without notice, demand or legal process, to enter upon the premises wherever the Equipment may be found, to retake possession of any or all of the Equipment and (i) retain such Equipment and all Payments and other sums paid hereunder, or (ii) sell the Equipment and recover from Customer the amount by which the Remaining Lease Balance exceeds the net amount received by CFS from such sale; or (d) to pursue any other remedy permitted at law or in equity. CFS (i) may dispose of the Equipment in its then present condition or following such preparation and processing as CFS deems commercially reasonable; (ii) shall have no duty to prepare or process the Equipment prior to sale; (iii) may disclaim warranties of title, possession, quiet enjoyment and the like; and (iv) may comply with any applicable state or federal law requirements in connection with a disposition of the Equipment and none of the foregoing actions shall be deemed to adversely affect the commercial reasonableness of the disposition of the Equipment. If the Equipment is not available for sale, Customer shall be liable for the Remaining Lease Balance and any other amounts due under this Agreement. If the proceeds of the sale of the Equipment are not sufficient to pay the balance of any Payments owed by Customer during its then-current appropriation period, CFS may take any other remedy available at law or in equity to require Customer to pay such Payments and perform any of its other obligations under this Agreement. No waiver of any of Customer's obligations, conditions or covenants shall be effective unless contained in a writing signed by CFS. Failure to exercise any remedy that CFS may have shall not constitute a waiver of any obligation with respect to which Customer is in default.

17. LATE CHARGES; EXPENSES OF ENFORCEMENT: If Customer fails to pay any sum to be paid by Customer to CFS under this Agreement on or before the due date, Customer shall pay CFS, upon demand, an amount equal to the greater of ten percent (10%) of each such delayed Payment or twenty-five dollars (\$25) for each billing period or portion of a billing period such Payment is delayed, in each case to the extent permitted by applicable law. The amounts specified above shall be paid as liquidated damages and as compensation for CFS' internal operating expenses incurred in connection with such late payment. In addition, Customer shall reimburse CFS for all of its out-of-pocket costs and expenses incurred in exercising any of its rights or remedies hereunder or in enforcing any of the terms of this Agreement, including, without limitation, reasonable fees and expenses of attorneys and collection agencies, whether or not suit is brought. If CFS should bring court action, Customer and CFS agree that attorney's fees equal to twenty-five percent (25%) of the total amount sought by CFS shall be deemed reasonable for purposes of this Agreement.

18. ASSIGNMENT: CUSTOMER SHALL NOT ASSIGN OR PLEDGE THIS AGREEMENT IN WHOLE OR IN PART, NOR SHALL CUSTOMER SUBLET OR LEND ANY EQUIPMENT WITHOUT PRIOR WRITTEN CONSENT OF CFS. CFS may pledge or transfer this Agreement. Customer agrees that if CFS transfers this Agreement, the assignee will have the same rights and benefits that CFS has now and will not have to perform any of CFS' obligations, which CFS will continue to perform. Customer agrees that the rights of the assignee will not be subject to any claims, defenses, or set-offs that Customer may have against CFS. If Customer is given notice of any such transfer, Customer agrees, if so directed therein, to pay directly to the assignee all or any part of the amounts payable hereunder.

19. RENEWAL; RETURN: This Agreement shall automatically renew on a month-to-month basis at the same Payment amount and frequency unless Customer sends written notice to CFS, at least sixty (60) days' before the end of the scheduled term or any renewal term that Customer either (i) shall exercise the Purchase Option in accordance with the terms hereof and at the end of such term exercises such Purchase Option, or (ii) does not want to renew this Agreement, and at the end of such term returns the Equipment as provided below. Unless

this Agreement automatically renews or Customer purchases the Equipment as provided herein, Customer shall, at the termination of this Agreement, or upon termination of the lease of any item of Equipment as described in the Fiscal Funding provision hereof, return the Equipment at its sole cost and expense in good operating condition, ordinary wear and tear resulting from proper use excepted, to a location specified by CFS. CFS may charge Customer a return fee equal to the greater of one Payment or \$250 for the processing of returned Equipment. If for any reason Customer shall fail to return the Equipment to CFS as provided herein, Customer shall pay to CFS upon demand one billing period's Payment for each billing period or portion thereof that such return is delayed. Customer shall reimburse CFS for any costs incurred by CFS to place the Equipment in good operating condition.

20. PURCHASE OPTION: (A) END OF TERM PURCHASE OPTION. To exercise this option, Customer shall give CFS sixty (60) days' prior irrevocable written notice that it will purchase all the Equipment at the end of the initial term or any renewal term for the Purchase Option price indicated on the face of this Agreement *plus* any applicable taxes, expenses, charges and fees. (B) PRIOR TO MATURITY PURCHASE. Customer may, at any time, upon sixty (60) days' prior irrevocable written notice purchase all (but not less than all) the Equipment at a price equal to the sum of all remaining Payments, *plus* the Fair Market Value, *plus* any applicable taxes, expenses, charges and fees. For purposes of this Agreement, "Fair Market Value" shall be CFS' retail price at the time Customer notifies CFS of its intent to purchase the Equipment. Upon proper notice and payment by Customer of the amounts specified above, CFS shall transfer the Equipment to Customer "AS-IS WHERE-IS" without any representation or warranty whatsoever, except for title, and this Agreement shall terminate.

21. DATA: Customer acknowledges that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that Customer may store for purposes of normal operation of the Equipment ("Data"). Customer acknowledges that CFS is not storing Data on behalf of Customer and that exposure or access to the Data by CFS, if any, is purely incidental to the services performed by CFS. Neither CFS nor any of its affiliates have an obligation to erase or overwrite Data upon Customer's return of the Equipment to CFS. Customer is solely responsible for: (A) its compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (B) all decisions related to erasing or overwriting Data. Without limiting the foregoing, if applicable, Customer should, (i) enable the Hard Disk Drive (HDD) data erase functionality that is a standard feature on certain Equipment and/or (ii) prior to return or other disposition of the Equipment, utilize the HDD (or comparable) formatting function (which may be referred to as "Initialized All Data/Settings" function) if found on the Equipment to perform a one pass overwrite of Data or, if Customer has higher security requirements, Customer may purchase from its Canon dealer at current rates an appropriate option for the Equipment, which may include (a) an HDD Data Encryption Kit option which disguises information before it is written to the hard drive using encryption algorithms, (b) an HDD Data Erase Kit that can perform up to a 3-pass overwrite of Data (for Equipment not containing data erase functionality as a standard feature), or (c) a replacement hard drive (in which case Customer should properly destroy the replaced hard drive). Customer shall indemnify CFS, its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising or related to the storage, transmission or destruction of the Data. This section survives termination or expiration of this Agreement. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between Customer and CFS applies, or could be construed to apply to Data.

22. MAXIMUM INTEREST; RECHARACTERIZED AGREEMENT: No Payment is intended to exceed the maximum amount of interest permitted to be charged or collected by applicable laws, and any such excess Payment will be applied to payments due under this Agreement, in inverse order of maturity, and thereafter shall be refunded. If this Agreement is recharacterized as a conditional sale or loan, Customer hereby grants to CFS, its successors and assigns, a security interest in the Equipment to secure payment and performance of Customer's obligations under this Agreement.

23. UCC-ARTICLE 2A: CUSTOMER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT IS INTENDED AS A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE ("UCC 2A") AND THAT CFS IS ENTITLED TO ALL BENEFITS, PRIVILEGES, AND PROTECTIONS OF A LESSOR UNDER A FINANCE LEASE. CUSTOMER WAIVES ITS RIGHTS AS A LESSEE UNDER UCC 2A SECTIONS 508-522.

24. WAIVER OF OFFSET: This Agreement is a net lease. If the Equipment is not properly installed, does not operate as represented or warranted, or is unsatisfactory for any reason, Customer shall make such claim solely against the supplier, dealer, or manufacturer. Customer waives any and all existing and future claims and offsets against any Payments or other charges due under this Agreement, and unconditionally agrees to pay such Payments and other charges, regardless of any offset or claim which may be asserted by Customer or on its behalf.

25. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that (a) Customer is a state or a political subdivision or agency of a state; (b) that entering into and performance of the Agreement is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which Customer is party; and (c) Customer has complied with any bidding requirements and, where necessary, has properly presented this Agreement for approval and adoption as a valid obligation on Customer's part. Upon request, Customer agrees to provide CFS with an opinion of counsel as to clauses (a) through (c) above, an incumbency certificate, and other documents that CFS may request, with all such documents being in a form satisfactory to CFS.

26. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: THIS AGREEMENT HAS BEEN EXECUTED BY CFS IN, AND SHALL FOR ALL PURPOSES BE DEEMED A CONTRACT ENTERED INTO IN, THE STATE OF NEW JERSEY. THE RIGHTS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. ANY ACTION BETWEEN CUSTOMER AND CFS SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF CAMDEN OR BURLINGTON, NEW JERSEY, OR AT CFS' SOLE OPTION, IN THE STATE WHERE CUSTOMER OR THE EQUIPMENT IS LOCATED. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, IRREVOCABLY WAIVES OBJECTIONS TO THE JURISDICTION OF SUCH COURTS AND OBJECTIONS TO VENUE AND CONVENIENCE OF FORUM. CUSTOMER, BY ITS EXECUTION AND DELIVERY HEREOF, AND CFS BY ITS ACCEPTANCE HEREOF, HEREBY IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY SUCH PROCEEDINGS.

27. GOVERNMENT USE: Customer agrees that the use of the Equipment is essential for Customer's proper, efficient and economic operation, Customer will be the only entity to use the Equipment during the term of this Agreement and Customer will use the Equipment only for Customer's governmental purposes. Upon request, Customer agrees to provide CFS with an essential use letter in a form satisfactory to CFS as to the preceding sentence.

28. MISCELLANEOUS: All notices required or permitted under this Agreement shall be sufficient if delivered personally, sent via facsimile or other electronic transmission, or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from CFS to Customer shall be effective three (3) days after it has been deposited in the mail, duly addressed. All notices to CFS from Customer shall be effective after it has been received via U.S. mail, express delivery, facsimile, or other electronic transmission. If there should be more than one party executing this Agreement as Customer, all obligations to be performed by Customer shall be the joint and several liability of all such parties. Customer's representations, warranties, and covenants under this Agreement shall survive the delivery and return of the Equipment. Any provision of this Agreement that may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. No such prohibition or unenforceability in any jurisdiction shall invalidate or render unenforceable such provision in any other jurisdiction. Customer agrees that CFS may insert missing information or correct other information on this Agreement including the Equipment's description, serial number, and location, and corrections to Customer's legal name; otherwise, this Agreement contains the entire arrangement between Customer and CFS and no modifications of this Agreement shall be effective unless in writing and signed by the parties. Customer agrees that CFS may accept a facsimile or other electronic transmission of this Agreement or any Acceptance Certificate as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ORDINANCE 2025-502

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES RELATED TO “BOATS, BOAT TRAILERS, MARINE FACILITIES AND WATERWAYS”, ARTICLE III, “MARINE CONSTRUCTION AND IMPROVEMENTS, DOCKING OF BOATS”, DIVISION 3 “DOCKS, PIERS, AND MOORING EQUIPMENT”, SECTION 5-44 RELATED TO CITY COMMISSION APPROVAL CRITERIA; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the maintenance of good relations among neighbors, the City of Key Colony Beach, Florida (the “City”) requires review and approval by the City Commission of certain boat lift installations within the City, and

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) desires to amend Section 5-44 of the Code of Ordinances, which sets criteria for which boat lift installations require City Commission approval; and

WHEREAS, the City Commission finds it in the best interest of the City to modify its Code of Ordinances regarding Commission approval for cradle style boat lifts; and

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

NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, that:

Section 1: Recitals. That the above declarations are true and correct and incorporated herein; and

Section 2: Amendment. Section 5-43 and 5-44 of the Code of Ordinances for the City of Key Colony Beach, Florida is amended as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

Sec. 5-44. - All other boat lifting devices.

The installation of all other boat lifts in the city waterways, including cradle lifts **(but excluding such installations at properties on 7th Street and within Marina Subdivision No. 2)**, shall require approval of the city commission. Hydro or pontoon lifts are prohibited within the city.

Section 3: Severability and Conflict. If any portion of this Ordinance is declared by a Court of competent jurisdiction to be invalid or unenforceable, such declaration shall not be deemed to affect the remaining portions of this ordinance. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Inclusion in the Code of Ordinances and Land Development Regulations. The provisions of this Ordinance shall be included and incorporated into the Code of Ordinances and Land Development Regulations of the City of Key Colony Beach, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

Section 5: Effective Date. This Ordinance shall become effective upon final adoption by the City Commission.

FIRST READING by the City of Key Colony Beach City Commission on this 16th day of October 2025.

Mayor Freddie Foster	NO _____	YES <u> x </u> _____
Vice-Mayor Doug Colonell	NO _____	YES <u> x </u> _____
Commissioner Tom Harding	NO _____	YES <u> x </u> _____
Commissioner Tom DiFransico	NO _____	YES <u> x </u> _____
Commissioner Kirk Diehl	NO _____	YES <u> x </u> _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 20th day of November 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

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

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 20th day of November 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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



Business Impact Estimate

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

Proposed ordinance's title/reference: Ordinance No. 2025-502 – An Ordinance related to amendments to boatlifts on 7th Street and within Marina Subdivision No. 2

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

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*. In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

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

An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter 5 Of The Code Of Ordinances Related To "Boats, Boat Trailers, Marine Facilities And Waterways", Article Iii, "Marine Construction And Improvements, Docking Of Boats", Division 3 "Docks, Piers, And Mooring Equipment", Section 5-44 Related To City Commission Approval Criteria; for the purpose of the city serving the residents to its best ability.

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

None.

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

None.

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

None.

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

None.

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

None.

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



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA COUNTY OF MONROE

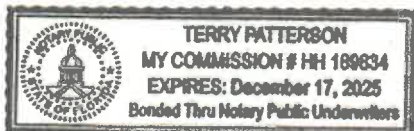
Before the undersigned authority personally appeared **JASON KOLER** who on oath, says that he is **PUBLISHER** of the **WEEKLY NEWSPAPERS**, a weekly newspaper published in Marathon, in Monroe County, Florida; that the attached copy of advertisement was published in said newspaper in the issues of: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

November 6, 2025

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

Sworn to and subscribed before me
this 6 day of Nov, 2025.
(SEAL)

Notary



CITY OF KEY COLONY BEACH
NOTICE OF CODE
AMENDMENT HEARING
"SECOND/FINAL READING OF
ORDINANCE NO. 2025-502"
NOTICE IS HEREBY GIVEN that
the City Commission of the
City of Key Colony Beach,
Florida, will hold the following
Public Hearing to hear
amendments to the City's

Code of Ordinances.
DATE/TIME: Thursday,
November 20th, 2025, 9:30 am
LOCATION: City of Key Colony
Beach, Marble Hall, 600 W.
Ocean Dr., Key Colony Beach.
The proposed Ordinance to be
heard by the City Commission
is [ORDINANCE NO. 2025-502],
entitled: "AN ORDINANCE OF
THE CITY OF KEY COLONY
BEACH, FLORIDA; AMENDING
CHAPTER 5 OF THE CODE
OF ORDINANCES RELATED
TO "BOATS, BOAT TRAILERS,
MARINE FACILITIES AND
WATERWAYS", ARTICLE III,
"MARINE CONSTRUCTION
AND IMPROVEMENTS,
DOCKING OF BOATS",
DIVISION 3 "DOCKS, PIERS,
AND MOORING EQUIPMENT",
SECTION 5-44 RELATED TO
CITY COMMISSION APPROVAL
CRITERIA; PROVIDING FOR
CODIFICATION; REPEALING
ANY INCONSISTENT
PROVISIONS; PROVIDING
FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE
DATE."

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

If you are unable to attend the
Public Hearing on Thursday,
November 20th, 2025, but
wish to comment, please
direct correspondence to the
City Clerk, P.O. Box 510141,
Key Colony Beach, FL 33051,
and your comments will be
entered into the record.
To be published: On or before
November 10th, 2025
City Clerk
City of Key Colony Beach,
Florida
Publish:
November 6, 2025
The Weekly Newspapers

RESOLUTION NO. 2025-13

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, DETERMINING THAT THE UNSOLICITED PROPOSAL FOR THE MANAGEMENT, OPERATION AND MAINTENANCE OF THE CITY'S PUBLIC GOLF COURSE IS IN THE PUBLIC INTEREST; DIRECTING THE PUBLISHING OF THE REQUIRED REPORT IN THE FLORIDA ADMINISTRATIVE REGISTER; AUTHORIZING THE NEGOTIATION AND PREPARATION OF A COMPREHENSIVE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach, Florida (the "City") owns the City of Key Colony Beach Golf Course, a public par-3 golf course located at 460 8th Street, Key Colony Beach, Florida, and consisting of approximately fourteen (14) acres and associated improvements (the "Golf Course"); and

WHEREAS, on September 8, 2025, the City received an unsolicited proposal, pursuant to Section 255.065, F.S., for the management, operations, and maintenance of the Golf Course (the "Proposal"); and,

WHEREAS, the Proposal was submitted by D. Rice Management, Inc. (the "Proposer"); and,

WHEREAS, the City desires to proceed with the Proposal without engaging in a public bidding process; and,

WHEREAS, the City held a duly noticed public meeting on October 16, 2025, at which meeting the Proposal was presented, and affected public entities and members of the public were allowed to provide comments on the Proposal; and,

WHEREAS, the City now desires to proceed with the unsolicited Proposal without engaging in a public bidding process, as authorized by Section 255.065(3), F.S.

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

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

Section 2. That the City Commission of the City of Key Colony Beach, Florida, hereby deems the Proposal to be for a "qualifying project" (recreational and/or sporting facilities) as defined by Section 255.065(1)(i), F.S.

Section 3. That the City Commission of the City of Key Colony Beach, Florida, hereby determines that the Proposal is in the public interest. In making this public interest determination, the City has considered all the following factors, in accordance with Section 255.065(3)(c), F.S.:

A. The benefits to the public:

1. The City has a comprehensive system of public parks and recreation, thereby adding to the quality of life of its citizens and community, and enhancing the public health, welfare, wellness, and quality of life.
2. The Golf Course is an integral part of the City's recreational system, providing access to golfing activities to the general public.
3. The Proposal will maximize the management, operations, and maintenance of the Golf Course for the public, while minimizing costs and other obligations that the City would otherwise incur in the self-management, operation, and maintenance of the Golf Course.
4. The Proposal will help the City further market itself as a vibrant and desirable place to live, work, and play, thereby serving as a catalyst for the City's future economic and social well-being.
5. The Proposal establishes increased benefits to the public in providing a public golf course than the City could otherwise provide on its own.
6. The Proposal will allow the City to provide increased public benefits to the general public

B. The financial structure of and the economic efficiencies achieved by the proposal:

1. The Proposal establishes and delineates the allocation of revenue, costs, expenses, and financial risk amongst the parties.
2. The City shall receive fair market value rents, including escalatory rent provisions, as well as other compensation and/or reimbursements.
3. The Proposal provides for the professional management, operation, and maintenance of the Golf Course, at a level greater than that which the City itself could otherwise achieve.
4. The Proposal contemplates certain obligations be imposed upon the City. However, these obligations are consistent with the purpose and structure of the Proposal, and the City has no direct financial responsibility or exposure to the project contemplated by the Proposal. Further, any such obligations imposed upon the City will be substantially less than if the City itself were to undertake the purposes of the Proposal.
5. The City will not be responsible for any losses or financial obligations incurred by the Proposer.
6. The Proposer will not be required to undertake any financing to accomplish the purposes of the Proposal, other than that as may be required in the ordinary course of its business.

7. The Proposal, by assigning the responsibility of managing, operating, and maintaining the Golf Course, will reduce the impact on the City staff and its related resources.
8. The Proposal therefore provides maximized economic efficiencies in the management, operations, and maintenance of the Golf Course.

C. The qualifications and experience of the private entity that submitted the proposal and such entity's ability to perform the project:

1. The Proposer has been actively engaged in all aspects of the management, operations, and maintenance of a public, par-3 golf course for more than sixteen (16) years.
2. The Proposer's principal owner, Daryl Rice, has similar substantial experience in operating, maintaining and managing public golf courses.
3. The Proposer and its principal owner have extensive experience in all aspects of managing, operating, and maintaining a public golf course, including a knowledge of relevant statutes, rules, ordinances and regulations concerning the same, specifically including those which are applicable within the City.
4. The forthcoming comprehensive agreement will have adequate safeguards in place to ensure full compliance with Section 255.065, F.S.

D. The project's compatibility with regional infrastructure plans:

1. As the Golf Course has been in existence since circa 1959, and as the Proposal does not include any expansion or other changes from its current configuration and operations relating to infrastructure needs, the City finds that the project contemplated by the Proposal is compatible with regional infrastructure plans.
2. The Proposal will not require any amendments to the City's Code of Ordinances, Land Development Code, Plans, zoning classifications, or similar regulatory changes.
3. Based upon numerous past assessments and discussions regarding recreational activities within the City, the City concludes that the Proposal constitutes a qualified project that is consistent with all regional projects and regional infrastructure plans.

E. Public comments submitted at the duly noticed public meeting of October 16, 2025:

1. Two members of the public provided comments at the duly noticed public meeting on October 16, 2025, and four members of the public provided written comments in advance. Each of these members of the public supported the Proposal, stated that they believed the Proposal to be in the public interest, and that the Commission should proceed with the Proposal.

2. No public comments were received that the Proposal was not in the public interest, or that the City should not proceed with the Proposal. Further, no public comments suggested or requested any changes to the terms of Proposal.
3. The City and the public will have further opportunities to review, consider, and comment upon the comprehensive agreement for the management, operation, and maintenance of the Golf Course. The City believes the public comments made at that time will be sufficiently addressed in the forthcoming comprehensive agreement.
4. The City finds that the Proposal should proceed after due consideration of the public comments received, all of which supported the Proposal and the City's determination that the Proposal is in the public interest.

Section 4. That the City considered the following factors in making its public interest determination:

- A. Consistency with the City's Comprehensive Plan, Code of Ordinances and Land Development Code, and all other applicable laws, rules and regulations.
- B. Financial feasibility and the economic viability of the project.
- C. Economic, social, health, well-being and quality of life benefits to the public.
- D. Proper allocation of risk and responsibility between the City and the Proposer.
- E. Public input.

Section 5. That the City, based on all the foregoing, makes the following findings based on each considered factor:

- A. The Proposal is consistent with the City's Comprehensive Plan, Code of Ordinances and Land Development Code, and all other applicable laws, rules and regulations.
- B. The Proposal is financially feasible and is economically viable.
- C. The Proposal provides substantial benefits, and promotes and advances the economic, social, health, well-being and quality of life of the public.
- D. The Proposal establishes a proper and reasonable allocation of risk and responsibility between the City and the Proposer, and which will be further ensured and detailed in the comprehensive agreement.
- E. The Proposal was unanimously support by all public comments. Further, the City and public will have further opportunities to review, consider, and comment upon the comprehensive agreement for the management, maintenance and operations of the Golf Course. The City believes the public comments made at that time will be sufficiently addressed in the forthcoming comprehensive agreement

Section 6. That the City, based upon the foregoing including all public comments which were in favor of finding the Proposal and that the Proposal is in the public interest, determines that the Proposal is in the public interest and that the Proposal should proceed.

Section 7. That the City Administrator is hereby directed to publish in the Florida Administrative Register for at least seven (7) days, the Report as required by Section 255-065(3)(d), F.S., to include: (1) the public interest determination; (2) the factors considered in making such public interest determination; and (3) the findings based on each considered factor.

Section 8. That the City Attorney is hereby authorized to negotiate and prepare a Comprehensive Agreement with the Proposer, to effectuate the intent of this Resolution, which Comprehensive Agreement to be considered by the City Commission at the appropriate time and after the filing of the Report in the Florida Administrative Register.

Section 9. That the City Administrator is hereby authorized to take all necessary actions to effectuate the intent of this Resolution.

Section 10. That this Resolution shall go into effect immediately upon its passage and adoption.

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PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on the 20th day of November 2025.

**FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH**

Mayor Freddie Foster	NO	YES
Vice Mayor Doug Colonell	NO	YES
Commissioner Tom Harding	NO	YES
Commissioner Tom DiFransico	NO	YES
Commissioner Kirk Diehl	NO	YES

Freddie Foster, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

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

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, ADOPTING THE 2025 UPDATE OF THE LOCAL MITIGATION STRATEGY AS REQUIRED BY STATE AND FEDERAL REGULATIONS TO QUALIFY FOR CERTAIN MITIGATION GRANT FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Monroe County adopted a Local Mitigation Strategy (hereinafter called “LMS”) in 1999, with updates in 2005, 2010, 2015, and 2020; and

WHEREAS, Monroe County and the cities of Key West, Key Colony Beach, Layton, Islamorada, and Marathon have experienced hurricanes and other natural hazards that pose risks to public health and safety and may cause serious property damage; and

WHEREAS, the Robert T. Stafford Disaster Relief and Emergency Management Act, as amended by the Disaster Mitigation Act of 2000, requires local jurisdictions to adopt mitigation plans in order to be eligible for post-disaster and pre-disaster grants to implement certain mitigation projects; and

WHEREAS, pursuant to Florida Administrative Code Section 27P-22, the County and municipalities must have a formal LMS Working Group and the LMS Working Group must review and update the LMS every five (5) years to maintain eligibility for mitigation grant programs; and

WHEREAS, the National Flood Insurance Reform Act of 1994, the Flood Insurance Reform Act of 2004, as amended, requires local jurisdictions to adopt a mitigation plan to be eligible for grants to implement certain flood mitigation projects; and

WHEREAS, the planning process required by the State of Florida and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks and to identify mitigation actions to reduce future impacts; and

WHEREAS, the State of Florida has provided federal mitigation funds to support the development of the Local Mitigation Strategy; and

WHEREAS, the 2025 Update of the Monroe County Local Mitigation Strategy was revised by the LMS Working Group composed of representatives of Monroe County, the cities of Key West, Key Colony Beach, Layton, Islamorada, and Marathon, utilities, and nonprofit organizations; and

WHEREAS, the 2025 LMS Update identifies mitigation initiatives that will improve the process used to identify and manage mitigation initiatives intended to minimize and reduce safety threats and damage to private and public property; and

WHEREAS, the 2025 LMS Update was made available to the public and public meetings were held on March 13, 2025, and July 1, 2025, to solicit questions and comments and to present the LMS; and

WHEREAS, the 2025 LMS Update was submitted to the Florida Division of Emergency Management and FEMA for review and minor revisions were made in response to comments; final approval by the State and FEMA will be issued after adoption.

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

Section 1: The 2025 LMS Update is adopted as an official plan of Monroe County, Florida, contingent upon approval by the State and FEMA.

Section 2: Any initiative identified in the 2025 LMS Update shall be subject to, and contingent upon, budget approval, if required, at the discretion of the Board of Commissioners and this Resolution shall not be interpreted to mandate any such appropriations.

Section 3: The Monroe County Emergency Management Department is directed to coordinate with appropriate departments and to perform the annual report requirements set forth in Florida Administrative Code Chapter 27P-22.004.

Section 4: The Clerk is directed to mail copies of this resolution to the Florida Division of Emergency Management and the FEMA Region 4 Office.

Section 5: This Resolution shall become effective upon the date of its adoption.

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SIGNATURE PAGE TO FOLLOW]**

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on the 20th day of November 2025.

**FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH**

Mayor Freddie Foster	NO	YES
Vice Mayor Doug Colonell	NO	YES
Commissioner Tom Harding	NO	YES
Commissioner Tom DiFransico	NO	YES
Commissioner Kirk Diehl	NO	YES

Freddie Foster, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

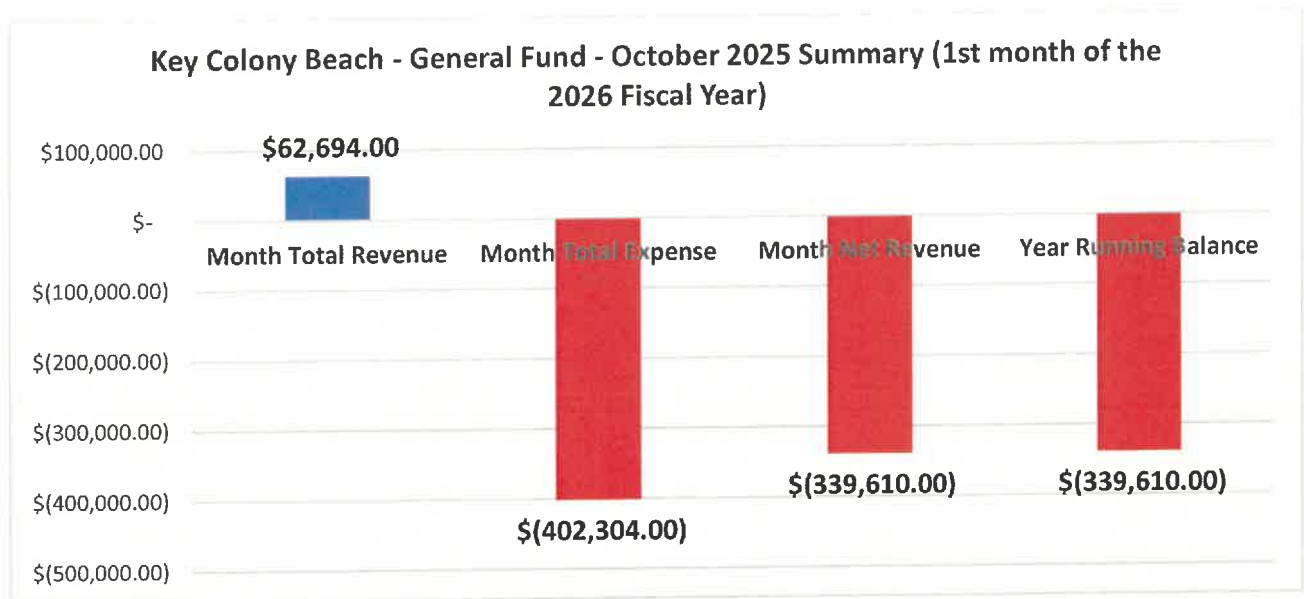
Approved as to form and legal sufficiency:

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

City of Key Colony Beach Treasurer's Report – November 20, 2025

October 31, 2025, financial summary – General Fund

✓ 1st Month of the 2026 fiscal year budget, Monthly Plot below:



Revenue Comments:

- Typical revenue value for the month of October
- Road fund, Local Option Gas Tax, value is \$0, will be reviewed.

Expenses Comments:

- Overall expenses are higher than October 2024, but within the 2025 average monthly value
 - Review expensing legal fees for September 2025 to 2025 fiscal year vs. 2026 fiscal year
 - Review of East Park irrigation expenses for potential reduction

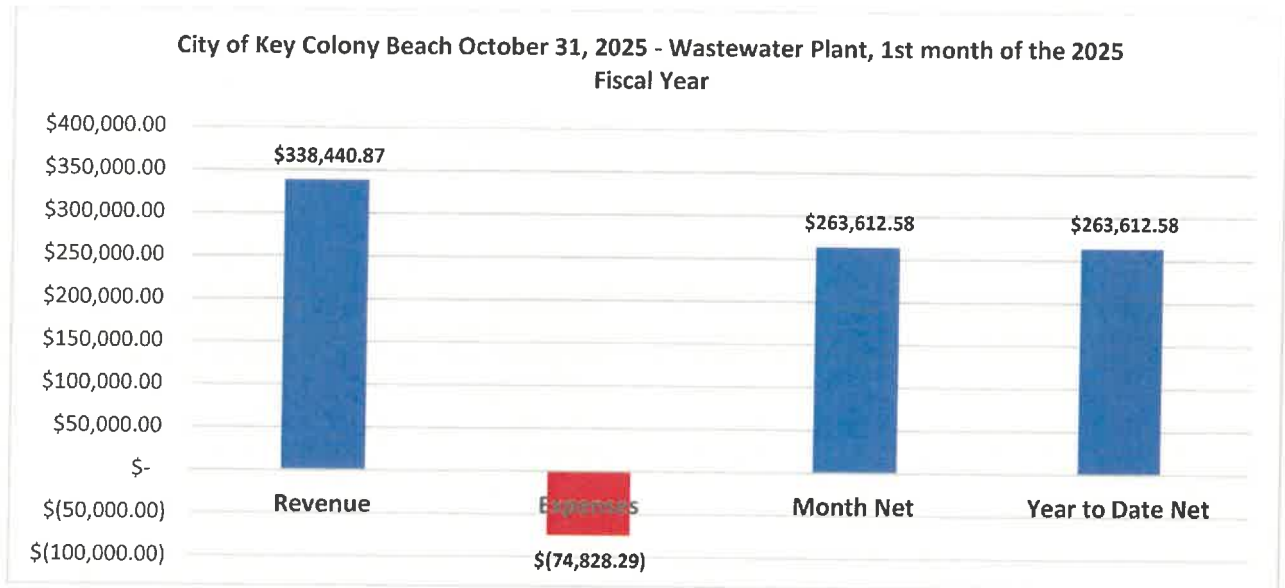
Grant Reimbursements:

- Tennis/Pickleball grant received 27Oc25 for the amount of \$50,000 from State of Florida

City of Key Colony Beach Treasurer's Report – November 20, 2025

October 31, 2025, financial summary – Wastewater/Stormwater

✓ 1st month of the 2026 Fiscal Year, Wastewater Monthly plot below:



Reimbursement Status of Submitted Projects:

- \$414,852.87 received 05No25, \$190,278.75 submitted on 20Oc25

Stormwater:

Checking/Savings balance -\$844.92

Expenses:

- Pay application for wet retention projects of \$100,148.42

Reimbursement requested for \$411,448.38 in October, total requested to-date \$490,053.38

City of Key Colony Beach Treasurer's Report – November 20, 2025

Updates on Estimate for Line of Credit or a long term Commercial Loan to support City Hall Hardening Project:

Updated expected expenses for the City Hall Hardening Project:

- Based on estimated expenses timing, we will need to obtain a Commercial Line of Credit with planned rollover to a longer-term commercial loan of 10-15 years.
 - Draft list of expenses organized beyond the construction contract, including a contingency amount
 - Estimated amount needed is \$2.5M
 - Sensitivity analysis in process
 - Cash flow summary to be organized once the current contractor has provided his suggested draft needs.
 - 2026 FY Budget will need to be updated with a Resolution, once estimates have been finalized.
 - Expected expenses will span over 2-3 budget years.