

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, December 18th, 2025 – 9:40 AM or at the Conclusion of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

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

- 1. Call to Order 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**
 - a. Request by Havana Jacks to extend the regular Music Hours to 1:00 AM for New Year's Eve
- 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. 1-2**
 - b. Police Department – Chief DiGiovanni – **Pgs. 3-11**
 - c. City Administrator – John Bartus – **Pgs. 12-13**
 - d. Public Works – Public Works Department Head Guarino – **Pgs. 14-15**
 - e. Building/Code Department – Building Official Loreno – **Pgs. 16-17**
 - f. City Hall – City Clerk Roussin – **Pgs. 18-19**
 - 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. 11-14-2025 City Commission Special Meeting Minutes – **Pgs. 20-27**
 2. 11-19-2025 City Commission Workshop Minutes – **Pg. 28**
 3. 11-20-2025 City Commission Regular Meeting Minutes – **Pgs. 29-37**
 4. 12-01-2025 City Commission Workshop Minutes – **Pg. 38**
 - b. Approval of Warrant No. 1125 for \$650,591.92 – **Pg. 39**
 - c. Approval to move the January 15th Regular Meeting to January 22nd, 2025
 - d. Approval of an Amendment to the Employment Agreement with the City Administrator – **Pgs. 40-41**
 - e. Approval of the Legal Services Contract with Vernis & Bowling for 2026 – **Pgs. 42-50**

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 Comprehensive Agreement for the Management of the Golf Course**
 - a. Draft Comprehensive Agreement – Pgs. 51-62**
 - b. Attachment A: Draft Golf Course Lease Agreement – Pgs. 63-74**
 - c. Attachment A, B, C – Affidavits/Statements – Pgs. 75-86**
- b. Discussion/Approval for the Appointment of a Designee for the Florida Keys Transportation Coordination Committee – Pgs. 87-89**

8. Ordinances & Resolutions

- a. FIRST READING OF ORDINANCE 2025-507:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending Article III, Chapter 101 Of The Land Development Regulations Related To Reduction Of Setbacks For Residential Pools; Specifically Amending Sections 101-13 And 101-26 Of The Land Development Regulations To Provide For Reduced Setbacks For Pools Within The R-2b Zoning District; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability, Repeal, And Codification In The Code Of Ordinances; And Providing For An Effective Date. – **Pgs. 90-94**
- b. RESOLUTION 2025-16:** A Resolution Opposing the Inclusion of New Offshore Oil and Gas Leasing off the Coast Of Florida in the Five-Year National Outer Continental Shelf Oil and Gas Leasing Program; and Providing for an Effective Date. – **Pgs. 95-97**

9. Secretary-Treasurer's Report

- a. November 2025 Financial Summary – Pgs. 98-100**

10. City Attorney's Report

11. Commissioner's Reports & Comments

- a. Commissioner Tom Harding**
 - 1. Wastewater Sampling Summary Report of December 15th, 2025 **TBA****
 - 2. Reminder on Landscape Irrigation Schedules**
- b. Commissioner Kirk Diehl**
 - 1. Waterway Safety & Marine Structure Inspections**
- c. Commissioner Tom DiFransico**
- d. Vice-Mayor Doug Colonell**
- e. Mayor Freddie Foster**

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/87064365988?pwd=LmFTehNBDvmHWPGTkSpHYEhkQgbL1R.1>

Passcode:855201

Phone one-tap:

+13052241968,,87064365988#,,,,*855201# US

+13126266799,,87064365988#,,,,*855201# US (Chicago)

Join via audio:

+1 305 224 1968 US

+1 312 626 6799 US (Chicago)

+1 646 931 3860 US

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 309 205 3325 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

Webinar ID: 870 6436 5988

Passcode: 855201

International numbers available: <https://us02web.zoom.us/u/kbaIT4PoBz>



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 12/1/2025
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: George Garrett, City Manager
Subject: November Month End Report

MARATHON RESPONSES	November
Fire Incidents	5
Hazardous Condition	3
Public Service	15
False Alarm Fire	17
Good Intent Call	23
EMS	67
Inter-facility Transfers	51
Total for Month:	181
Total Calls for Calendar 2025:	1,691

FIRE PREVENTION – Chief Muro and AFM Card	November
Fire Inspections	13
Fire Safety Plan Review	42
Occupational or Annual License Inspections	5
Event Inspections	2
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	November
Fire Incidents	0
Hazardous Condition	0
Public Service	0
False Alarm Fire	2
Good Intent Call	0
EMS	3
Total for Month:	5
Total Calls for Calendar 2025:	120

VACATION RENTALS – Inspector Hendricks	November
Total Applications Processed	95
Vacation Rental Inspections	89
Total VR Fees Collected	\$85,775.00
Agent/Local Contacts Trained	40
Total VR Licenses Issued	82

Operations November 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. MFR has been reviewing and confirming training records which will be reviewed in detail during our ISO Inspections.
- **Fire Training-** We completed the onboarding of our final pre-assignment class, keeping us at full employment and the new members are now on shift. Our ISO "Insurance Safety Office" inspection is on December 10th, 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 and apparatus inventory and measures our testing of our equipment to ensure readiness. ISO inspections also review station maintenance, station distances, and minimum manning to ensure the safest response to fire emergencies for the public interest.
- **Fire Maintenance-** In November we started with the testing and recertification of the fire hose and ladders and fire pump output which is obligated under IFSTA and NFPA standards annually. These records are archived and will be reviewed for past years during our pending 2025 inspection. We also completed the OSHA certification from each member for fit testing for the Department SCBA masks and tanks.
- **EMS-** In November, Marathon Fire Rescue completed Pediatric Advanced Life Support for all Paramedics. Fire Officers, the Fire Chief, and led by Dr. Gandia, the Medical Director, have completed revising our medical 911 protocols. The protocols now will be accessible on an "APP", which always allows searchable access by all members as a reference.
- **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 the KCB Police Department to keep our Law Enforcement partners trained and proficient in CPR in our sister City.
- **Fire Operations-** The 60-day trial related to upgraded staffing at Station 15. 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. These changes, once finalized, will use our existing manning to increase service to the north part of the City.

**Commission Meeting Report
Key Colony Beach Police Department
November 20, 2025, to December 11, 2025
Chief Kris DiGiovanni**

A. REPORTS

1. 12/02/2025

Report Number KCBP25OFF000032

W. Ocean Dr.

Battery

Result: Arrest Made

2. 12/03/2025

Report Number KCBP25OFF000033

Sunset Park

Vehicle Burglary

Result: Ongoing Investigation

B. MEDICAL/ALARM CALLS

Total Calls: 1

C. CALLS FOR SERVICE

Total Calls: 23

11/21/2025-Assist Citizen-W. Ocean Dr.-Vin Verification

11/21/2025-Found Property-Sadowski Cswy-Satellite phone found.

11/22/2025-Assist Buisness-3rd St.-Assist with tenant's eviction-vacation rental. Family left without incident.

11/23/2025-Flagdown E. Ocean Dr.-Report of reckless driving. Vehicle gone upon the officer's arrival.

11/24/2025-Traffic offense-E. Ocean Dr.-Vehicle on property, reporting party stated they were not supposed to be there. The vehicle was allowed to be on the property

11/24/2025-Traffic offense-10th St.-Construction trailer in the street. The trailer was moved.

11/26/2025-Suspicious vehicle-13th St.-The reporting party was calling about an ice cream truck in the area with no decals on the van. It was, in fact, an ice cream truck, so it was not suspicious.

11/26/2025-Resource check-Sunset Park-Park Check-Negative violations.

11/26/2025-Traffic offense-14th St.-Vehicle parked in the roadway. A warning was issued.

11/27/2025-Line down. -7th St.-Low hanging wire-Fire Rescue responded to assist in temporarily securing the line.

11/27/2025-Resource check-Sunset Park-Park checked. -Subjects are fishing in the park without a license.

11/28/2025-Resource check. -Sunset Park-Park Check-Negative violations.

11/29/2025-Disordorly intoxication. -W. Ocean Dr.-The subject was banging on the reporting party's door. The subject was intoxicated and went to the wrong condo door.

11/29/2025-Resource Check-Sunset Park-Park Check-Negative violations.
11/30/2025-Disturbance-Cicle K-Report of a subject being disruptive outside. – The subject was gone upon arrival.
12/01/2025-Verbal domestic-3rd St. -Negative on a physical altercation. -The subject was gone upon the officer's arrival.
12/01/2025-Resource check. -Sunset Park-Park Check-Negative violations.
12/03/2025-Suspicious vehicle. -13th St.- A vehicle was parked on the property. Unoccupied. Advised of a private property tow option.
12/06/2025-Assist Citizen-7th St.- A U-Haul truck was parked on the 7th St. right of way. It will be moved in the morning.
12/06/2025-Traffic offense. - 9th St-Vehicle parked in the roadway. The vehicle was moved.
12/06/2025-Fire/Other Assist. – E. Ocean Dr.- A subject was stuck in an elevator. The call was transferred to Marathon Fire Rescue.
12/07/2025-Traffic offense. -Sadowski Cswy-A vehicle was parked in the bike path. A warning was issued.
12/07/2025-Resource check. - Sunset Park-Subjects were in the park after park hours. The subject left the park upon request.

SPECIALTY UNIT PATROL

Ofc. Buckwalter

11/21/2025

1630-1830

Ranger Patrol

Several community contacts.

11/22/25

1630-1830

Ranger Patrol

Several community contacts.

12/01/2025

1600-1800

Ranger patrol

Focused on Sunset Park. Many people were at the park for sunset. There was a bad sun glare. The officer kept the traffic at a slow pace. The officer stayed at the park until the end.

Several community contacts.

12/8/2025

0930-1030

Officers practiced in city hall. Officers conducted room-clearing exercises utilizing slow and deliberate techniques. Closet scenarios, "shoot don't shoot," were performed as well.

12/9/2025

1500-1800

Ranger Patrol

Several police/citizen interactions.

There was not much activity at the park due to the weather.

Ofc. Burden

12/02/2025 I conducted 2 hours of boat patrol. I had:

3 citizen contacts and 1 resource check at Sunset Park.

12/05/2025 I conducted a 2-hour boat patrol with 857. During that time, we had:

3 citizen contacts and 1 speed warning.

Ofc. Niemiec

Boat patrol w/ Code Enforcement

9am to 11:30am with Martha for code violations.

Several contacts were made with owners, with violations being addressed.

Martha took pictures of house numbers, buoys, and reflectors on boat lifts.

Martha documented docks that are falling apart and a big safety concern.

11th 12th and 13th streets were patrolled.

Ofc Niemiec didn't observe any boating or resource violations while patrolling the city.

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 44

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

Total: 9

F. CITATIONS/WARNINGS

1. Traffic Citations: 2

2. Traffic Warnings: 11

3. Code Citations: 0

4. Code Warnings: 4

5. Resource Checks/Marine Life: 6

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

November 23, 2025 – The PD hosted another *BBQ with the COPS* at Sunset Park.

November 26, 2025 – PD members attended the Thanksgiving Potluck Lunch hosted by city staff and Commissioners.

December 6, 2025 – PD members, volunteers, the mayor, and the mayor's wife represented Key Colony Beach in the Key West Holiday Parade on Duval Street.

Chief Kris DiGiovanni

- ❖ Attended the “Welcome Back Party” hosted by the KCB Community Association.
- ❖ Attended the BBQ with the COPS at Sunset Park.
- ❖ Attended the Potluck Lunch.
- ❖ Attended the pre-parade meeting in Key West.
- ❖ Attended the Fishing and Boating Club Meeting in Marble Hall and spoke about the navigational hazards in the canals.
- ❖ Attended the Key West Holiday Parade with members of the police department and the mayor.
- ❖ Attended a Code Enforcement meeting with Building staff and the mayor.
- ❖ Attended a Marathon Rotary Club Meeting.
- ❖ Submitted a Records Management Compliance Statement to the state for the police department records retention.
- ❖ Patrol coverage while Ofc. Niemiec and Code Ofc. Dreyer conducts code inspections by boat and at the end of daily shifts.
- ❖ Policy review of the new Employee Resource Guide and the police department policies.
- ❖ Training – Clearing rooms safely and tactically with Ofc. Buckwalter, Sgt. Buxton and Code Ofc. Dreyer.
- ❖ Prepared an insurance claim for a damaged electronic speed sign on West Ocean Drive.
- ❖ Completed quarterly CPR training at the Marathon Fire Station.
- ❖ Met with a resident regarding an incident at their home.
- ❖ Manage the daily tasks of the police department, ordering equipment, updating files, handling HR concerns within the department, and assisting with code questions.

SAFETY MEETING AGENDA

Key Colony Beach Police Department

Meeting Details:

Date: 12/2025 *Recurring:* YES
Location: VIA Email *Dial-in Number:* 305-481-8597 *Meeting URL:* NA
Meeting Lead: Chief DiGiovanni *Other Speakers*

Attendees: Sent via email to all KCBPD Officers

DISCUSSION: Fit for Duty

An officer must be physically, mentally, and emotionally prepared for police work. Physically also includes injuries that should be addressed. Mental/Emotional health includes stress, anxiety, or any challenges that we are dealing with, either from work, home, or any area of life.

It is important for our health to eat healthy, get enough sleep, and take a break from work to decompress and relax.

Officers can seek help if needed through peers, supervisors, friends, family, or any other support system.

Exercise or a hobby can help relieve stress from work.

Officers should care for their well-being so that when they come to work, they can help those in need.
(Mental Help/Suicide Prevention Information sent to officers)



Suicide prevention
brochure.pdf

Key Colony Code Enforcement Report

Reporting Period: Week of November 11th - December 8th

I. Summary of Enforcement Activity

This report summarizes code enforcement activities, focusing on proactive patrols, complaint responses, and community outreach. The primary areas of focus included managing proper garbage/debris disposal, addressing waterway compliance (docks, buoys, house numbering), and general property maintenance.

Category	Total Actions/Incidents	Key Follow-up
Garbage/Debris Warnings	Approximately 25+	Included creation/distribution of new Reminder Flyers.
Waterway Non-Compliance	30+ Properties Inspected	Focused on missing buoys/floats, broken docks, and missing house numbers. Extensive follow-up emails sent.
Trailer/Vehicle Warnings	4	Issued for improper parking/storage (e.g., Sadowski Causeway).
General Property Warnings	~8	Included trimming (palm fronds, overgrown lots), wood piling in water, and construction noise.
Proactive Patrols (Boat)	2	Conducted with Officer Nick Niemieck to focus exclusively on water-side compliance.

II. Detailed Enforcement Actions by Focus Area

A. Garbage and Debris Compliance (Ordinance Violations)

This was a major focus, with multiple patrols conducted specifically for improper placement/timing of garbage and yard debris bins.

- **Written Warnings Issued:** 3 written warnings (Week of Nov 11th); 2 warnings (1330 - 2); 2 warnings (290 14 St); 1 warning (405/410 4 St); 1st warning (260 14 St); 1st warning (290 14 St - 3 bins); 3 warnings (End of 3rd St); 1 warning (440); 3 warnings (7 St); 2 warnings (9 St); 3 warnings (10 St); 1 warning (9 St 400); 1 warning (711 9 St); 1 warning (360 11 St); 1 warning (840 12 St); 10 yard bins outside (335 13 St); 3 warnings (671 & 681 8 St).
- **Follow-Up/Resolution:** Contact made with property managers/owners regarding compliance (e.g., 260 14 St; 820 10 St). New Reminder Flyers were ordered and prepared for distribution.
- **Special Case:** Assisted elderly resident with compliance regarding removal of a large refrigerator, explaining the ordinance for removing doors/drawers.

B. Waterway and Dock Compliance (Boat Patrols)

Two proactive patrols were conducted with Officer Nick Niemieck (11/24 and 12/3-4) to systematically assess code violations visible from the water.

Violation Type	Total Properties Identified	Actions Taken
Missing Buoy/Float/Reflector	5+ (610 9 St, 440 9 St, 331 9 St, 221 9 St, Lifts on 12/3-4 patrol)	Extensive follow-up via email to owners (12/1). Photos taken for the Chief.
Broken/Damaged Dock	9+ (241 8 St, 141 8 St, 590 9 St, 280 10 St, 530 10 St, 421 10 St, 440 11 St, 561 10 St, 751 10 St)	Emails prepared/sent to residents regarding required repairs. Followed up on permitted work (530 10 St).
Missing/Illegible House Number (Waterway Side)	10+ (241 8 St, 251 8 St, 133 8 St, 141 8 St, 410 9 St, 580 9 St, 590 9 St, Next to 141 9 St, 580 & 590 10)	Emails sent to owners to comply within 14 days (e.g., 251 8 St).

Violation Type	Total Properties Identified	Actions Taken
	St, 710 10 St, 781 10 St, 421 10 St, 751 10 St)	

- **Permit Check:** Verified permit for pool construction at 560 10 St with Tony (Building Enforcement).

C. General Property Maintenance & Other Complaints

Date	Location	Issue	Action Taken
11/17	200 15 Cr. (Empty Lot)	Overgrown Lawn/Vegetation	Call made to realtor for trimming.
11/18	Leonard End of Canal	Wood Piling in Water	Discussed with Chief; case forwarded to Building Enforcement (Tony).
11/19	Circle K	Noise Complaint (Cleaning)	Visited; Manager will be notified of resident concern regarding monthly cleaning time.
11/20	311 5th St	Palm Fronds/Debris	Walked with resident (Elizabeth) regarding complaint. Owner was contacted, and compliance was confirmed 11/26.
11/26	Sadowski Causeway	Trailer Parking Violation	Warning given at 280 property; resident contacted via voicemail.
12/1	311 4 St	Sunday Construction Noise	Owner/Property Manager contacted via email; issue resolved.
12/2	360-370 Lots	Overgrown Lots	Met with Mr. Kelly; contacted Lynn Goodwin to have owners trim the lot.

III. Community and Administrative Work

- **Meetings/Coordination:** Discussed cases with the Chief (October report, wood piling issue). Coordinated with Building Enforcement (Tony) on specific cases.
 - **Outreach:** Overlooked the **Farmer's Market** (11/13, 11/25, 12/2) to ensure proper parking compliance. Met with residents (e.g., Mr. Jody Cox, Mr. Kelly, Elizabeth, Mr. Smith) to discuss code issues.
 - **Administrative:** Worked on the October report, organized photos, prepared and sent numerous follow-up emails to residents regarding required compliance, and handled incoming calls/voicemails.
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City of Key Colony Beach

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



Date: December 11, 2025

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. City Hall – Signs and Shovels and Hard Hats (oh my)! We are under contract and are planning our groundbreaking (which will take place on December 19 at 9:30 a.m.). We have a new “Coming Soon” sign, as well as hard hats and shovels for the groundbreaking and construction process. We are looking forward to hosting local dignitaries for this groundbreaking event. In addition, I attended the Commission workshop on December 1 that outlined some options for City Hall financing.
2. Along with the Mayor, Tony Loreno, and Samantha Rodamer, and with valuable assistance from Marathon Planning director Brian Shea, I spent quite a bit of time on the final edit of our Comprehensive Plan. This effort will complete the City’s response to FloridaCommerce and the ORC Report. The concerns and comments were addressed, new language was drafted, and new data to justify our Plan was collected and incorporated into the Plan. The Plan was approved the Planning & Zoning Board on November 19 and is on today’s City Commission agenda for its first reading. After the second reading at the January meeting, we will transmit the Plan to Florida Commerce for approval/comments.
3. Attended the Recreation Committee meeting as well as the Planning & Zoning board and Legal meetings discussing issues being considered today.
4. Working with our new lobbyists Ron Book and Kelly Mallette on a potential Transportation project appropriation; we are also working with lobbyist Kate DeLoach on our other appropriation and grant requests. Both lobbyists are working with us on achieving progress on our applications as well as expressing our concerns about other Legislative issues (like property tax reform initiatives, Stewardship, SB 180) that will affect our City. Because it’s a gubernatorial election year, Florida Keys Day is early, scheduled for February 5, 2026. We will make the trip along with the entire Monroe County delegation.
5. 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.
6. My birthday (December 1) is a cause for celebration for the entire US East Coast – it marks the end of the Atlantic Hurricane Season! This season was particularly significant in that there

were no hurricane landfalls in the United States all year. May this luck continue for as long as we all live. That being said... the Disaster Preparedness Committee needs to meet to discuss and recommend adoption of our City's Comprehensive Emergency Management Plan. We have a draft plan that I've worked on with helpful input from Marathon Fire Chief Muro; I'd like to have the Commission approve and adopt this in advance of next year's season.

7. On December 3, I attended a Zoom Resiliency Coordination Forum hosted by the South Florida Water Management District as they outlined their efforts to protect South Florida's water supply and ensure its operability and survival for the next 50 years.

8. Early Alert. After your approval last month, I am working with Marathon City Manager George Garrett on 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 nationwide group of emergency professionals who are ready to go if we need them for disaster response.

9. I was able to convert our PowerPoint presentation about the accomplishments of the past year into a video that I uploaded to my YouTube Channel. The link was to have been featured in the Bee Line, and it will also be posted on the City's website. If you would like the link, it is this: <https://youtu.be/O24i8wDKasM?si=ashNLnssiuh9-> At

10. Working with Jason Shepler and Public Works on getting our ITB ready to issue for our basketball court. The Recreation Committee approved the location adjacent to the tennis courts, and we are moving forward.

10. In this Holiday Season, I wish to extend my gratitude to the Commission and staff of Key Colony Beach, and wishes for the Merriest and Happiest for everyone! Merry Christmas!

John Bartus
City Administrator, Key Colony Beach

Public Works Staff Report

Report for December 18th, 2025 – City Commission Meeting

Since last City Commissioner's Meeting Public Works has:

- Completed citywide hedging
- Replaced thermostat at Marble Hall
- Irrigated new plantings
- Worked with power company to repair power to ornaments
- Installed wire covers for Christmas trees
- Replaced flood light at the shop
- Installed new boat trailer parking signs
- Installed boat parade posters at the post office.
- Spread gravel at Subset Park parking lot
- Installed turnbuckles on new sail shade
- Assisted residents with boat trailer storage
- Worked with BrightView to brace mahoganies at East Park
- Completed PM on Marathon's mobile pump and returned
- Replace tires on Kubota UTV
- Ordered memorial table and benches
- Contacted McCourt on defective tennis net posts
- Repaired water leak at East Park.
- Helped Beautification Committee with hanging plants
- Worked with Vice Mayor Colonell on a planter design for Sadowski Bridge
- Installed rain enclosure on Code Enforcement golf cart.
- Contracted tiki hut roof repair and/or replacement citywide
- Contracted 3 Gents Engineering for Pickleball restroom plans
- Contracted 3rd Generation Plumbing to replace sewer main to 7th street park restroom
- Ordered and spread 4 pallets of engineered woodchips at 7th Street Park playground
- Repaired potholes on the corner of Coral and US1
- Conducted citywide aids to navigation inventory with Officer Bethard

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	12/10/25	Location:	Shop
Time:	1230	Meeting Lead:	Mike Guarino

Attendees: Willie Dominicak, Jesse Petersen, Justin Luisi & Mike Guarino

Absentees: Esteban Cabrera Fernandez

Topic: Shop Cleanliness

1. Introduction and Presentation of Topic:

We watched a safety video on the importance of shop cleanliness as it pertains to safety.

2. Discussion, Questions and Concerns:

Recycling used motor oil procedures was reviewed as well as oily rag disposal.

3. Conclusion:

A clean shop is a safe shop, especially if there is a loss of power and/or night emergency when light is limited and access to tools are needed. This is why tools are put away in the same spot, clean, sharp and fueled if needed.

Building Department Staff Report

Report for December 2025 – City Commission Meeting

Dear Mayor and Commissioners,

Please find below the Building Department's activity summary for December 2025:

Tony Loreno – Building Official

- Inspections conducted: 90
- Plan reviews completed: 45
- Permit violations resolved: 1 case involving contractors working without approved permits
- We have observed a 30–40% increase in permit applications and plan reviews over the past three weeks.
- Project Oversight – 400 Sadowski Tiki Restaurant: The property owners are now fully under the oversight of, and reporting directly to, the original engineer and architect of record to ensure compliance with approved plans and the Florida Building Code. This project has experienced multiple delays due to unapproved work and related citations. The Building Department has 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 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. Providing resources and guidance to support planning and compliance for the upcoming renovation project.
- Office Transition and Record Management: Relocating Building Department records to a secure secondary location in advance of construction, with completion expected within two weeks. Preparing for transition to the temporary City Hall trailer within the same timeframe.
- 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.
- Seawall Safety and Repair Protocol: At the Mayor's request, we have initiated efforts to establish standardized protocols for documenting and enforcing repairs to failing and hazardous seawalls throughout the city. These seawalls, in some cases, pose significant life-safety risks and may impact neighboring properties and canal systems. A roadmap for repair timelines and homeowner responsibilities is being developed to address these concerns proactively.
- Ongoing Legal Matters: Continuing to work with the City's legal team to resolve several longstanding residential and construction violations.

Please let me know if you have any questions or require additional details.

Samantha Rodamer – Building Assistant

- Permits Issued: 22
- Permits Closed: 28
- Reviewed permit applications for completeness.
- Received, coordinated, and completed sewer locates with US Water.
- Assisted with questions regarding STR/LTR/BL licenses.
- Completed records requested as needed.

- Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- Completed multiple Contractor Registrations and updated prior registered Contractor's records.
- Aided contractors with permit-related questions.
- Continued in reviewing the Comp Plan alongside Building Official, City Administrator, and Mayor.
- Assisted in coordinating the spalling repair work in Marble Hall.
- Scheduled safety inspections as requested by City Hall.
- Worked alongside City staff and commissioners regarding the start to the city hall construction project.
- Attended November City Meetings including City Commission Workshops.
- Worked with Legal and Building Official on multiple projects/cases.
- Completed the monthly Building Permit Survey and Census Report.
- Participated on a review meeting of the city's recent bridge report.
- Met with Commissioner Harding and Lori Lehr regarding the City's CRS Recertification.
- Participated in meeting between the Building Department and Code Enforcement regarding seawall conditions.

City Hall Staff Report

Report for December 18th, 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.
- Continued work on the Organizational Meeting for annual appointments of City Officials and Board & Committee Members.
- Attended a Pre-Construction Meeting in preparation for the upcoming project.
- Completed publication requirements in the Florida Register for support of the Unsolicited Proposal for the Golf Course Management.
- In communications with the Director of Records for the City of Tallahassee to switch to a complete electronic records keeping system. I will keep the Commission informed of progress.
- Prepared for and attended the Utility Board Meeting, Beautification Committee Meeting, Recreation Committee Meetings, 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/Business Tax Licenses Par Darnall

- Held the Property Manager Class on December 2nd, including preparing materials and coordinating attendance.
- Issued multiple Certificates of Completion to qualified participants following the Property Manager Class.
- Processed and issued several rental licenses, ensuring all applications were complete and compliant before approval.
- Updated and added information to the Insurance Book and Insurance Spreadsheet to maintain accurate and organized records.
- Worked on the Contract worksheet, ensuring contract information is current and adequately documented.
- Requested to be added to the Contract Calendar to support departmental coordination and planning.
- Recorded Zoom meetings for Beautification, Utility, Commission, Planning/Zoning, and Recreation Board.

Administrative Assistant/Bookkeeper Linda Jones

- Reconciled bank accounts and credit cards.
- Cut checks and paid incoming invoices.
- Filed all paid invoices.
- Recorded all deposits from various sources.

City Hall Staff Report

Report for December 18th, 2025 – City Commission Meeting

- Reached out to all departments for payment approvals.
- 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.
- Started scanning old invoices and checks that may have been missing from QuickBooks and shared files.
- Also started shredding all old documents that are saved to the computer.
- Run monthly aging reports for delinquent sewer payments.
- Transferred funds in QuickBooks and bank accounts as needed.
- Completed the required Annual Public Depositor Report for the Dept. of Financial Services.

Administrative Assistant/Front Desk Cheryl Baker

- Uploaded various meeting minutes to the city website.
- Continually update City Staff and Personal Directories for website and staff needs.
- Issued boat trailer licenses for short-term renters.
- Manage Long-term trailer and boat parking.
- Manage Sunset Park Weddings and collect the required forms and payments.
- Manage the purchase of memorial benches for residents.
- Collect and distribute mail & manage the phones.
- Collected payments for late wastewater invoices.
- Answered all property inquiries.
- Recorded all property transfers.
- Scanning and shredding documents to go completely electronic.
- Maintain bulletin boards at City Hall, Post Office, and Marble Hall.
- Prepare all Birthday and Christmas cards for staff to sign. Then mail or give to recipients.

Upcoming

12-09-2025 City Hall Groundbreaking Ceremony 9:30 AM
12-25 and 12-26-2025, 01-01 and 01-02-2026 City Hall Closed
01-08-2026 Recreation Committee Workshop
01-13-2026 Beautification Committee Meeting
01-15-2026 Recreation Committee Meeting
01-20-2026 Utility Board Meeting
01-21-2026 Planning & Zoning Board Meeting
01-22-2026 City Commission Meeting ****moved from 01-15-2026****

MINUTES
KEY COLONY BEACH CITY COMMISSION
SPECIAL MEETING

Friday, November 14th, 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, Chief of Police DiGiovanni, Building Official Tony Loreno, Administrative Assistant Par Darnall, Pedro Falcon, Representatives Christian Brisson and Ken Bygler, CPH Architect Brandan DeCaro.

Public Attendance: 1

2. **Approval of the Agenda:** City Clerk Roussin informed of the addition of the revised AIA Standard Form of Agreement to the agenda. There were no other changes, and Mayor Foster asked for a motion to approve the agenda.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

4. **Discussion/Approval of an Agreement between the City of Key Colony Beach and Pedro Falcon Contractors**
 - a. Standard Form of Agreement A101-2017

Mayor Foster introduced the agenda item and asked Assistant City Attorney Black to review the agreement. Scott Black stated that Pedro Falcon Contractors made no changes to the agreement after review and explained that the modifications made in the A101 document were for budgeting purposes related to fiscal-year allocations. Scott Black detailed the projected issuance of the Notice to Proceed, with discussion by the City Commission on timing, the project schedule, and possible reasons for issuing the Notice to Proceed sooner rather than later.

Mayor Foster asked for the discussion of the Notice to Proceed to continue under agenda item 4c. There were no objections.

Mayor Foster asked Assistant City Attorney Black to outline the changes made to the contract. Scott Black explained the changes involving limiting compensation to the current fiscal year's allocation, specifying calendar days for completions, liquidated damages, and changes in retainage, as well as the points of contact for owners and contractors' representatives. Assistant City Attorney Black confirmed for the Commission to approve the agreement, subject to possible deducts that are being taken and that the contract is consistent with the bid documents.

Mayor Foster asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Exhibit A – Insurance and Bonds A101-2017

Mayor Foster introduced the agenda item and asked Scott Black to elaborate. Assistant City Attorney Black stated there were no changes from the Workshop discussions and detailed bond and insurance requirements. Scott Black explained differences in Builders Risk Insurance, including wind, flood, and materials, and provided cost estimates and considerations of cost-effectiveness. Commissioner DiFrancesco asked for clarification on the wording in the agreement regarding the City's requirement for Builder's Risk and the need to revise the paragraph. Scott Black confirmed that the paragraph in question would be eliminated. Vice-Mayor Colonell commented on the risks covered under Builders Risk insurance and advised understanding the coverage before declining. Discussions continued on the possibility of obtaining Builders Risk insurance, including the potential coverage and the option to add a rider to the current liability insurance. Assistant City Attorney Black confirmed that the wording would be changed from "shall" to "may" and that hard quotes would be provided to the Commission as they become available.

Brandon DeCaro explained the contractors' responsibilities for substantial completion and the City's acceptance of the work. Mayor Foster asked Assistant City Attorney Scott to provide a legal opinion on the matter. Brandon DeCaro also commented on equipment and the responsibility for replacement if it is damaged before installation, and cautioned against paying for items that are not yet installed. The Commission discussed responsibilities, liabilities, and insurance coverage for various scenarios, including wind, flood, and theft protection, as well as costs. Scott Black confirmed he will revisit the topic of builder's risk insurance, including quotes and coverage options. Vice Mayor Colonell cautioned about the possible need for builder's risk insurance for a line of credit with the bank. There was no further discussion, and Mayor Foster asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. General Conditions of the Contract A201-2017

Mayor Foster introduced the discussion item and noted that this was the appropriate time to discuss the Notice to Proceed. Assistant City Attorney Black confirmed there were no changes to the document and that the terms are standard terms and conditions in AIA.

Mayor Foster informed that the construction schedule terms have not changed and asked for comment on the NTP section of the contract. The Commission had no comment on the contract's general condition.

Assistant City Attorney Scott Black stated that once the contract is signed, the city will be able to move forward. Vice-Mayor Colonell commented on the time frames allotted in the contract schedule for various deliverables and project tasks. Brandon DeCaro discussed the specifications outlined in the document, provided information on the schedules and timelines, and advised against issuing a Notice to Proceed until all necessary documents are in place. Brandon DeCaro also advised issuing the NTP when a building permit is issued. Assistant City Attorney Black stated there is no time allowance for rescission of the contract. Commissioner Harding recalled the contractor providing a preliminary schedule after a contract had been issued. Vice-Mayor Colonell offered further comments on the required contract documents that should be in place before the notice is issued. Mayor Foster suggested December 1st as a reasonable date and requested a checklist of all requirements, with the Notice to be issued upon issuance of the building permit.

Ken Bygler, from Pedro Falcon Contractors, commented on the voiced concerns and detailed the preliminary work that needs to be completed. He stated that the project will move forward regardless of the issuance of the NTP. Vice-Mayor Colonell suggested issuing the NTP concurrently with the building permit and advised that the contractor not obligate the City before that. Vice-Mayor Colonell explained the importance of the document during the contract stage for both the city and the contractor and recommended waiting to purchase shop drawings. Ken Bygler acknowledged the risk of ordering shop drawings before the Notice to Proceed is issued. Mayor Foster confirmed that the NTP should be issued after everything is in place, including plans to keep the contractor up to date. He emphasized that the contract needs to be in place to allow the contractor to proceed with subs and other needs. Mayor Foster asked Vice-Mayor Colonell and Assistant City Attorney Black to provide a list of necessary documents to issue the Notice to Proceed.

There was no further discussion, and Mayor Foster asked for a motion to approve.

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

DISCUSSION: Commissioner DiFransico asked for clarification of the expectations of a detailed schedule within 10 days. Vice-Mayor Colonell explained that preliminary scheduling is not perfect and must be continually updated, based on bids and information received during the bid period, as well as the city's stipulations. Vice-Mayor Colonell spoke about the need for continuous review and improvement and reiterated caution that the NTP should serve as the start button for the project. Vice-Mayor Colonell gave further comment on time allotments for project preparation and the knowledge needed to have a detailed schedule.

Commissioner Harding commented on the software needs and questions on license costs and process. The Commission discussed the need for multiple licenses, uses, and costs.

ON THE MOTION: Rollcall vote. Unanimous approval.

d. Possible Deducts

Mayor Foster introduced the agenda item and the first possible deduction of the Staff Patio Pergola for \$29,743.00, then continued to make a motion.

MOTION: Motion made by Mayor Foster to deduct. Commissioner Diehl seconded the motion.

DISCUSSION: Vice-Mayor Colonell asked for confirmation that the description of all deductions had been shared by City Attorney Black for a clear understanding. Mayor Foster asked for a brief recess to allow the document to be printed and shared with the Commission.

Mayor Foster called for a 15-minute recess.

****The correspondence in question was printed and shared with the City Commission and will be attached to the meeting minutes. ****

Mayor Foster called the meeting back to order at 10:50 AM and confirmed a first and second motion for the deduct for the removal of the staff patio pergola.

FURTHER DISCUSSION: Commissioner DiFransico asked for the alternate plan if the deduct was taken. Mayor Foster and Commissioner Harding commented that the work can be scheduled at a future date when funding is available. There was no further discussion.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the next possible deduction for the Marble Hall Patio Pergola in the amount of \$97,861.00 and stated that he will be calling the motions in the interest of time.

MOTION: Motion made by Mayor Foster to deduct. Vice-Mayor Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the next possible deduction of the Staff Patio Concrete Slab for \$6,176.00.

MOTION: Motion made by Mayor Foster to remove the Staff Patio Concrete Slab for \$6,176.00. Commissioner Diehl seconded the motion.

DISCUSSION: Commissioner Harding asked for clarification on the intent for structurally tying the slabs to the foundation. Brandan DeCaro confirmed that the slabs were to be separate and noted the need for a small slab for the means of egress door, which could be made of pavers. Further comments followed on the pad material, the timing of installation, and the nature of the substantial completion requirements and the issuance of the Certificate of Completion.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the listed deduct of the “City’s Use of Marble Hall throughout the Project for \$0.00”.

MOTION: Motion made by Mayor Foster to accept the zero-dollar non-turnover use of Marble Hall. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the next listed deduction for the Marble Hall Patio Slab of \$11,841.00.

MOTION: Motion made by Mayor Foster to deduct. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the deduct of ‘Marble Hall – New Ceiling and Lighting’ and recalled the Commission working on a substitute for materials. Vice-Mayor Colonell agreed that the city is looking for alternative deducts and possible cost savings on ceiling panels, and recommended keeping the deduct.

MOTION: Motion made by Mayor Foster to keep the deduction in scope with the understanding that the contractors have informed that the material is too high and to work with Commissioner Diehl and the contractor to identify a suitable alternate and to continue with this work. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced a proposed deduction related to the generator and asked for clarification on the included work. Vice-Mayor Colonell explained the specifics of the deduction and addressed whether certain items would be completed if the deduction were approved. Vice-Mayor Colonell clarified that the general contractor will still be responsible for installing the slab, conduit, and transfer switch, while the city will later install the generator and platform. Brandan DeCaro confirmed the deduction and inquired about the feasibility of opening the facility without a generator. Commissioner Harding commented on the building's designation as an Emergency Operations Center and the State Grant funding associated with it. The discussion continued regarding the city’s generator needs, grant requirements, and the potential for acquiring a smaller generator.

MOTION: Motion made by Mayor Foster to reject the deduct of the generator and accept it as part of the contract bid. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster introduced the possible deduction for landscaping and irrigation and asked Brandan DeCaro to detail the deduction. DeCaro confirmed that the deduction covers landscaping and irrigation for the entire site and that the city would need to install all landscaping if the deduction was accepted. A discussion followed on the benefits of rejecting or approving the deduction. Mayor Foster then called for a motion.

MOTION: Motion made by Commissioner DiFransico to reject the deduction and have the landscaping done with the building. Vice-Mayor Colonell seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster announced the final deduction of \$855.00 for spalling repair and requested rejection of the bid to complete repairs at a lower cost.

MOTION: Motion made by Mayor Foster to reject and accept the deduct. Vice-Mayor Foster seconded the motion.

DISCUSSION: Vice-Mayor Colonell agreed with Mayor Foster based on the numbers and asked whether Pedro Falcon Contractor could incorporate the work with the contractor. Ken Bygler stated to prefer not to work with a

separate contractor, which Mayor Foster agreed with.
ON THE MOTION: Rollcall vote. Unanimous approval.

5. Discussion/Approval of a Proposal by All Aspects Inspections Services for \$16,200.00

Mayor Foster presented the agenda item and asked the representative from All Aspects Inspection Services to explain the proposal. The representative stated that all essential inspections are included, with Building Official Loreno confirming that each permit includes a list of required inspections. Mayor Foster requested that the requirement list be shared with the Commission. Brandon DeCaro asked about special inspections, prompting a discussion about code requirements for threshold and special inspections. Assistant City Attorney Black clarified that All Aspects will handle the Building Permit inspection services and noted that any additional specialty testing would be the contractor's responsibility, coordinated through a third party. Brandon DeCaro outlined the inspection requirements and explained the process. Building Official Loreno confirmed that All Aspects' inspections are equivalent to those performed by the building inspector, and Assistant City Attorney Black reiterated that the city would pay for All Aspects, while additional testing costs would be borne by the contractor. The discussion continued on testing protocols and the need for professional engineering sign-off requirements.

MOTION: Motion made by Mayor Foster to approve the proposal. Commissioner DiFransico seconded the motion.

DISCUSSION: Ken Blygler from Pedro Falcon Contractors gave an understanding of contractual requirements.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. Citizen Comments: None.

7. Adjournment: The meeting adjourned at 11:32 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

Katelyn M. High

From: Doug Colonell <doug.colonell@keycolonybeach.net>
Sent: Wednesday, November 12, 2025 5:02 PM
To: Scott Black; Katelyn M. High
Subject: Fwd: KCB CITY HALL
Attachments: image001.png; image002.png; S002 - ABBREVIATIONS AND WIND TABLES.pdf; SMiami-Mino25111215310.pdf

Katelyn, Scott
Let's go over this together before the meeting?

Doug Colonell
(410) 382-4444
Sent from my iPhone

Begin forwarded message:

From: Brandan DeCaro <bdecaro@cphcorp.com>
Date: November 12, 2025 at 3:38:11 PM EST
To: Doug Colonell <doug.colonell@keycolonybeach.net>
Cc: Scott Black <sblack@florida-law.com>, John Bartus <cityadministrator@keycolonybeach.net>, James Tirado <jtirado@cphcorp.com>
Subject: RE: KCB CITY HALL

Hi Doug:

As per your request below I am providing a brief description for each of the Deductive Alternate items that the bidders were required to submit. The list below has all of the Deductive Alternates as they are shown in the Bid Form:

1. Staff Patio Pergola: The deduct is for the removal of the entire pergola structure for the smaller patio from the scope.
2. Marble Hall Patio Pergola: The deduct is for the removal of the entire pergola structure for the larger patio from the scope.
3. Staff Patio Concrete Slab: The deduct is for the removal of the entire concrete slab for the smaller patio from the scope.
4. City's use of Marble Hall throughout the project: The deduct is the removal of the requirement for the city to utilize Marble Hall during the entire construction duration.
5. Marble Hall Patio Slab: The deduct is for the removal of the entire concrete slab for the larger patio from the scope.
6. Marble Hall – New Ceiling and Lighting: : The deduct is the removal of the scope to install a new acoustic panel ceiling and lighting fixtures in Marble Hall.
7. Generator (General Contractor to install slab, conduits, and transfer switch; City to install generator in the future): The deduct is the removal of the generator and attached fuel tank from the scope. The contractor would still install the concrete pad, transfer switch and empty conduit as specified in the Construction Documents. The city would have to install the wiring in the conduit, raised platform, tank and generator using a separate contractor.
8. All Landscaping and Irrigation (General Contractor to install planters; City to install landscaping in the future): : The deduct is the removal of the requirement for landscaping including top soil and the entire irrigation system.

The inspections and testing are separate requirements. Here are some of the required inspections and testing:

1. Special Inspections are required by the Florida Building Code (FBC) and are listed on Structural Drawing S002 which is attached.
2. Code related inspections are required by the FBC and can be performed by a qualified 3rd party firm or the City's Building Department.
3. Quality Control can be inspected by a qualified 3rd party firm or the A/E of record. Code related inspections do not identify quality items only code requirements.
4. Testing required by the FBC and by CPH's Construction Documents must be done by a qualified Testing Lab. The testing must be done for things like the soil compaction, concrete mix, concrete slumps, steel connections, etc. The cost for the Testing Lab(s) is included in – the bid since it was required by Specification Section 01 40 00 located on drawing G01 40 00, which is attached.

Feel free to distribute this information to the Commissioners. Please let me know if you have any additional questions.

Regards - Brandon

Brandon DeCaro, RA

Municipal Studio Principal, Senior Architect

bdecaro@cphcorp.com

O 305-274-4805 X3626 C 305-775-4269

From: Doug Colonell <doug.colonell@keycolonybeach.net>

Sent: Tuesday, November 11, 2025 11:23 AM

To: Brandon DeCaro <bdecaro@cphcorp.com>

Cc: Scott Black <sblack@florida-law.com>; John Bartus <cityadministrator@keycolonybeach.net>

Subject: KCB CITY HALL

This Message is from an external sender.

Brandon -

Please clarify the **alternate deducts** as listed in the bid documents. Would like clear understanding of scope of work deleted/completed by the contractor.

Also, please explain the **inspection** and testing, quality control work as you intended in your construction documents.

If you can do this for me before our Friday commission meeting it is very appreciated!

Thank you,
Doug

Doug Colonell
VICE MAYOR
Key Colony Beach City Commission
PO Box 510754
600 West Ocean Drive
Key Colony Beach, FL 33051
Email: Doug.Colonell@KeyColonyBeach.net
City Website: www.KeyColonyBeach.net

MINUTES

Key Colony Beach City Commission
City Commission Workshop
Wednesday, November 19th, 2025, 1:00 PM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach

Attendees: Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl, Accountant Peter Rosaso, Accountant Jennifer Johnson, City Administrator John Bartus, Building Official Tony Loreno, Building Assistant Samantha Rodamer, City Clerk Silvia Roussin. **Guest Attendee:** Will Reed from Ford & Associates.

1. Introduction: Mayor Foster opened the workshop, discussed the workshop agenda, and asked all attendees to introduce themselves.

Mayor Foster discussed exploring funding options for City Hall, including the possibility of securing a line of credit or using a Certificate of Participation (COP) to obtain a loan. He explained what a COP is, emphasizing its potential benefits to the city and how it differs from traditional loans, including the referendum requirements related to long-term borrowing and construction needs. Mayor Foster also mentioned options suggested by the finance attorney and noted they are waiting for a proposal for further clarification. Additionally, Peter Rosasco provided information on alternative financing options and local government programs available through area banks.

2. Discussion

a. Space Allocation and Funding by Department for City Hall.

The workshop discussion continued, focusing on space allocation and funding options for the City Hall project. The group examined potential funding structures, current allocation methods, funding protocols, and how fees and interest could support repayment. Square footage requirements for the building, wastewater, stormwater, and common areas were reviewed, including discussions about usable space and possible restrictions on wastewater funding. Guest Attendee Will Reed outlined financing options, including grants, bank loans, Certificates of Participation, and state low-interest programs. The group discussed possible budget constraints and contingency planning for additional project costs. Will Reed provided further details on financing structures like COPs and lease-purchase arrangements, highlighting benefits and upfront costs to the city. Additional discussions covered roles, meeting schedules, inspections, statutory requirements, documentation practices, payment procedures, and reporting expectations.

3. Adjournment: The Workshop adjourned at 3:10 PM.

Respectfully submitted,

Silvia Roussin. City Clerk

MINUTES

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

- 1. Call to Order, Pledge of Allegiance, Prayer, and Roll Call:** The Key Colony Beach City Commission 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 Jim Hicks, City Administrator John Bartus, Building Official Tony Loreno, Chief of Police Kris DiGiovanni, Marathon Fire Chief James Muro, Administrative Assistant Par Darnall, City Clerk Silvia Roussin.

Public Attendance: 15

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

City Clerk Roussin announced the following agenda updates:

Under Item 6 for Consent Action Items:

6c. Confirmation on a Recommendation of Jay (Skip) Helme as an Alternate Member to the Planning & Zoning Board.

Under Item 7 for Discussion Action Items:

A new Item 7g. Discussion/Approval of a Membrane Replacement Proposal by Veolia for \$226,605.00 per the Recommendation of the Utility Board

Under Item 8: Ordinances & Resolutions:

Item 8d. The addendum of Resolution 2025-15 for the Adoption of Personnel Policy Amendments

Under Item 11 Commissioner's Reports and Comments

11a. Commissioner Harding: The addendum to the Wastewater Report

11d. Vice-Mayor Colonell:

1. City Hall Groundbreaking Plan
2. Relocation of Trees at City Hall
3. Internet, CCTV, Music, Wiring, and Planning
4. Sadowski Causeway Sailfish Display Proposal

There were no additional changes, and Mayor Foster called 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.

- 3. Special Requests:** None.

4. Citizen Comments and Correspondence

Mayor Foster welcomed back returning winter residents and then asked for citizen correspondence.

City Clerk Roussin provided the following citizen correspondence:

11-18-2025, Ken and Leah Baranowski wrote to the City Commission with questions on the Fishing Pier at Sunset Park.

There was no further correspondence, and Mayor Foster asked for citizen comments.

Bill Catto, of 601 W. Ocean Drive, expressed support for Daryl Rice Management and the ongoing management by Daryl Rice, stating that renewing the lease is in the city's best interest.

Doug Lipke from Monte Christo Condominiums echoed Bill Catto's comments, spoke about the community's previous and ongoing support for Daryl Rice's continued management, and expressed backing for moving forward with a comprehensive agreement. He provided comments on commitments, improvements made, and recommendations for the lease term. Doug Lipke asked the commission to proceed with a one-year lease agreement, including a six-month extension.

Lynn Goodwin, 180 10th Street, spoke in support of managing the golf course under Daryl Rice and moving forward with the proposal.

Len Testa, 828 W. Ocean Drive, expressed support for Daryl Rice by advocating for the contract renewal and offered to help with communication between Daryl Rice and the City.

Jimmy Padget, 180 10th Street, recalled serving as the co-chairman of the Recreation Committee when Daryl Rice was hired and mentioned that Daryl Rice did an excellent job managing the golf course. Jimmy Padget stated that it is in the best interest of the city to keep Daryl Rice in charge of managing the golf course.

A resident commented on the Commission's role to serve the community. Mayor Foster echoed this sentiment, inviting residents to volunteer for service.

Richard Pflueger, 240 8th Street, asked the Commission to grant the longest legally possible lease term and to be open and transparent about ongoing management plans.

Jan Pflueger, 240 8th Street, asked the City Commission to honor the wishes of residents.

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

a. **Marathon Fire/EMS** – Marathon Fire Chief Muro delivered his monthly report, covering call volume, staff training, and the helicopters received by the Sheriff's Office. Chief Muro mentioned attending upcoming BBQ events with the police and provided additional details about helicopters currently in service in the County. Chief Muro confirmed that calls have increased with the influx of people.

b. **Police Department** – Chief DiGiovanni reported attending the Veterans Day parade in Key West and the City of Marathon, mentioned the upcoming BBQ event this Sunday, and introduced Martha Dreyer as the

new Code Officer. Chief DiGiovanni also discussed offering police boat assistance to the county when needed and maintaining a good reciprocal relationship with the county.

- c. **City Administrator** – John Bartus introduced the Representatives from SWIG to give their report.
1. **SWIG Update** – SWIG Representative Sandy Walters discussed upcoming grant deadlines for the proposed project and gave answers to comments given at the prior meeting. Sandy Walters explained the purpose of the project to improve near-shore water quality, outlined grant management by the City, and provided additional details about the project, including suggested locations, the federal procurement rule, and the City of Lakeland Demonstration Project. Sandy Walters highlighted the benefits to the city and described the small-scale pilot project's nature. The Commission had no questions on the presentation, and Mayor Foster thanked Sandy Walters for attending the meeting.
 2. **Ron Book Update** – City Administrator Bartus gave background on Lobbyist Ron Book and introduced him to the Commission via Zoom. Mayor Foster spoke about beautification projects completed in the city with grant funds and about requests submitted under the current grant cycle for stormwater and wastewater improvements. Mayor Foster explained that three remaining outfalls in the city discharge untreated water into the canal system, with the goal of making the city the first in South Florida to have no untreated water discharged into local waters. Mayor Foster discussed the possibility of additional grants for wastewater plant upgrades, canal restoration, and road improvements, and the importance of having a lobbyist to secure funding for the city. Ron Book thanked the Commission for the opportunity to work with the city and looks forward to obtaining funding for the city. City Administrator Bartus confirmed the proposed agreement for a one-year term for \$50,000.00. Mayor Foster added the proposal to the agenda and asked for a motion to approve.

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

DISCUSSION: Commissioner Harding supported the proposal and confirmed the ability to establish offsets in the budget. Mayor Foster restated the motion.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Early Alert Update** – City Administrator Bartus discussed the services provided by Early Alert for post-disaster support and explained the benefits and government contracts involved. He asked for approval to move forward with the agreement to piggyback on the City of Marathon's contract. Mayor Foster recalled previous issues with reimbursements after Hurricane Irma and highlighted the importance of late Mayor/Commissioner Ron Sutton's efforts. The Commission had no objections and gave City Administrator Bartus a nod of approval.
4. **Floodproofing Wastewater Lift Station Equipment** – City Administrator Bartus discussed the opportunity for a non-disaster-related FEMA grant for mitigation purposes, noting that an application had been submitted with the support of Commissioner Harding and that they had been notified the application is moving to the next stage. City Administrator Bartus also confirmed that the FRDAP grants have been accepted to the next stage.

Mayor Foster asked for questions for the City Administrator.

Commissioner Harding asked for an update on proceedings with a quote for the basketball court. City Administrator Bartus stated to follow up at the next meeting and to work with the City Attorney on an RFP. Commissioner Harding requested a compilation of needs for the next FRDAP grant cycle for the 1st Street bathroom and confirmed that funding was budgeted with the support of grant funding. City Administrator Bartus confirmed that the requirements would be completed for the next grant cycle.

- d. Building/Code Department – Building Official Loreno: The Commission had no questions on the report.
- e. Public Works – Public Works Department Head Guarino: Mayor Foster informed that Public Works Department Head Guarino will not be attending the meeting in order to prioritize current city projects. Commissioner Harding asked for updates on the implementation of Wi-Fi at the Pickleball Courts, which City Clerk Roussin said would be provided. Commissioner Harding expressed further concern about irrigation costs at East Street Park and asked to follow up with Public Works Department Head Guarino directly.
- f. City Hall – City Clerk Roussin reminded residents to always be able to contact City Hall with questions about procedures and protocol, and to facilitate meetings with elected officials if requested.
- g. Beautification Committee – Chair Bachman: No report.
- h. Planning & Zoning Board – Chair Lancaster: No report.
- i. Recreation Committee – Chair Catto informed the Commission about the new project idea form, which allows residents to suggest new recreation ideas. City Catto reported that the Golf Course Club House was decorated with help from Beautification Chair Sandy Bachman, and she stated that the Recreation Committee will help decorate the city next year. Chair Catto discussed the Committee's goals for 2026, including constructing a basketball court, making 1st Street Park ADA compliant for pathways, and building bathrooms. She also talked about the possibility of a golf pavilion and requested better communication between the Committee and the Commission. Cindy Catto mentioned a committee member's resignation due to frustration over a lack of communication and reiterated concerns about the current state of the tennis and basketball courts.

Commissioner Harding complimented Cindy Catto on seeking feedback from residents for city improvements.

Commissioner Harding suggested giving staff extra time off for Christmas and New Year's Eve, following late Mayor/Commissioner Sutton's tradition. City Clerk Roussin mentioned she had communicated with the Mayor about the possibility of additional time off.

MOTION: Motion made by Commissioner Harding to allow additional time off for December 26th and January 2nd. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- 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

2. 10-16-2025 City Commission Regular Meeting Minutes
 3. 10-24-2025 City Commission Special Meeting Minutes
 4. 11-05-2025 City Commission Workshop Meeting Minutes
- b. Approval of Warrant No. 1025 for \$876,495.11
 - c. Approval of Jay Helme as an Alternate for the Planning & Zoning Board (TBD: Planning & Zoning Meeting 11/19/2025)

Mayor Foster inquired if there were any requests to move a consent action item to discussion items. There were none, and Mayor Foster requested a motion.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

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 Public Interest

Mayor Foster presented the agenda item and explained the purpose of deciding to advance the proposal to the next stage. Mayor Foster then called for a motion to approve the proposal.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of the Second Interim Lease Agreement Extension with Daryl Rice Management LLC.

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

MOTION: Motion made by Commissioner Harding. Commissioner Diehl seconded the motion.

DISCUSSION: Commissioner Harding inquired about considering a rent increase. Mayor Foster suggested waiting to include the increase in lease negotiations, which Commissioner Harding agreed with. Commissioner DiFransico asked whether backup documents should be included in the lease extension, but Commissioner Harding recommended leaving it as is for cost-saving reasons. Mayor Foster reminded everyone of the need for a standard purchase order agreement from the City Attorney's office.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster highlighted the city's improvements to the golf course this year and expressed hope that residents appreciate these efforts. Commissioner Harding commended residents for their positive and constructive feedback.

c. Discussion/Approval of a Recommendation by the Recreation Committee for the Implementation of a Protocol for New Recreation Committee Projects

1. Protocol
2. Request Form

Mayor Foster introduced the agenda item, which was previously discussed by Recreation Committee Chair Cindy Catto, and expressed support for the protocol but requested that this not be a requirement for bringing new proposals forward. There was no objection.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Review of the Updated Recreation Committee Priority Improvement List

Mayor Foster introduced the agenda item and noted no objections to the improvement list.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Approval for Amendments to the Employee Resource Guide

Mayor Foster introduced the agenda item and commented on the work that has been done to update the manual, then asked for additional comments. Commissioner Harding provided remarks on overtime for Department Heads during emergency events, the safety policy, a work-from-home policy, the ability to take vacation time after three months, and rollover. City Clerk Roussin had no concerns about taking vacation time after three months and noted the Mayor's ability to approve work-from-home requests on a case-by-case basis. Mayor Foster then called for a motion.

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

DISCUSSION: Vice-Mayor Colonell asked for clarification on the suggested changes to allow vacation time after three months, to add the work-from-home policy to the manual, and to include overtime for Department Heads in the personnel manual. Commissioner Harding commented on overtime needs before and after a storm event. Mayor Foster confirmed that the minor edits were to be included in the motion. City Clerk Roussin confirmed the maximum accrual of vacation time and the payout limit to be included in the manual.

ON THE MOTION: Rollcall vote. Unanimous approval.

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
2. Option B: \$15,870.49 or financed over 36 months at \$475.00 per month
3. Option C: 63-month lease at \$299.00 per month.

Mayor Foster introduced the agenda item and expressed support for the need for the printer, then asked for Commissioner comments. The Commission discussed the proposed options regarding cost, lease versus purchase, technology changes, and maintenance support.

MOTION: Motion made by Vice-Mayor Colonell to approve Option C for a 63-month lease. Commissioner Harding seconded the motion.

DISCUSSION: Mayor Foster supported a lease versus a purchase.

ON THE MOTION: Rollcall vote. Unanimous approval.

- g. Discussion/Approval of a Membrane Replacement Proposal by Veolia for \$226,605.00 per the Recommendation of the Utility Board **agenda addition**

Mayor Foster presented the agenda item and called for a motion to approve.

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

DISCUSSION: Commissioner Harding confirmed the funds available in the budget and noted the need to make purchases this year and the next. Commissioner Harding mentioned that the item has a long lead time of four to five months, and replacements are expected about every eight years. Mayor Foster said he had requested appropriations for the Wastewater Plant, with the possibility of adding the membranes if approved.

ON THE MOTION: Rollcall vote. Unanimous approval.

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
2. Business Impact Statement
3. Proof of Publication

Mayor Foster gave the second and final reading of the proposed ordinance amendment and requested a motion for approval.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval. The Ordinance was adopted.

- 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.

Mayor Foster read the proposed Resolution and called for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner DiFransico asked for an explanation of the upcoming timelines. Assistant City Attorney Hicks explained that the next step is publishing the summary in the Florida Register, comments having been received, and that a draft comprehensive agreement will most likely be ready in January.

Vice-Mayor Colonell asked for guidance to assist residents working with Daryl Rice Management and inquired about potential community aid. Assistant City Attorney Hicks discussed the process of drafting

an agreement and explained that comments from the City Attorney must be directed to the attorney for Daryl Rice Management. Vice-Mayor Colonell suggested that community members contact Daryl Rice for advice on drafting an agreement, and Jim Hicks agreed. Mayor Foster confirmed that the City Attorney's office does not engage directly with citizens and that all work is done at the will of the Commission.

- 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.

Mayor Foster read the proposed Resolution and called for a motion to approve.

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

DISCUSSION: Commissioner Harding gave background on updating the document and identifying risks and missing elements, and thanked Commissioner DiFransico for his edits. Commissioner DiFransico commented on the document, including risks and mitigations for all the Keys, including a section specifically for the City of Key Colony Beach, with good resources for residents.

ON THE MOTION: Rollcall vote. Unanimous approval. The Resolution was adopted.

- 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.

Mayor Foster read the proposed Resolution and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval. The Resolution was adopted.

9. Secretary-Treasurer's Report

a. October 2025 Financial Summary

Commissioner Harding shared his financial summary for October, highlighting a typical month with low revenue and normal expenses. He voiced concern about increasing costs for East Park irrigation, noted that October bills were deferred to the previous fiscal year for budgeting purposes, and recommended switching investments to CDs due to lower interest rates. Commissioner Harding reported receiving reimbursements from the Pickleball and Wastewater grant and a pending request for Stormwater funds. Commissioner Harding confirmed sufficient funds for the City Hall project for the current fiscal year and mentioned a possible need for a \$2.5 million long-term loan, and requested feedback from the Commission on additional City Hall requirements. The Commission had no questions about Commissioner Harding's report.

10. City Attorney's Report

Assistant City Attorney Hicks explained the technical requirements of the statutes governing the P3 comprehensive agreement, reported on a signed settlement agreement regarding the Seawall matters, and noted that the issues have been resolved, with liens having been released. Mayor Foster disagreed with the previous actions that led to the enforcement and emphasized the importance of preventing similar situations in the future.

11. Commissioner's Reports & Comments

a. Commissioner Tom Harding

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

Commissioner Harding reminded about the Flu and RSV season, noting there are no current cases in the city, as well as no COVID cases or major concerns at present.

- b. **Commissioner Kirk Diehl** welcomed returned winter residents back and thanked the Mayor and Vice-Mayor for the City Hall project going in the right direction, looking forward to progress and groundbreaking of the project, and informed of working with City Administrator Bartus on an upcoming editorial in the Beeline.
- c. **Commissioner Tom DiFransico** talked about the received solicitation for ideas for the city from residents, looking for more ideas to make the city a better, nicer place, and to provide comments to City Clerk Roussin.
- d. **Vice-Mayor Doug Colonell** discussed contract preparations and the need to wait for revised drawings for the final contract. Vice-Mayor Colonell suggested groundbreaking for the project in mid-December, and gave comments on the issuance of the Notice-to-Proceed, the release of the building permit, and proposed timelines and schedules for the contractor. Mayor Foster confirmed that he is working on invitations for special dignitaries for the groundbreaking event. City Administrator Bartus said he is working on purchasing shovels and hard hats for the event. Mayor Foster emphasized safety requirements and approved moving forward with the purchase of hard hats, shovels, and a sign announcing the upcoming project. Vice-Mayor Colonell shared an idea for a sailfish statue for the city, funded through donations and possibly dedicated to staff. The Commission expressed support for this idea.

Mayor Freddie Foster announced a concert on January 11th to welcome residents back to the city and to showcase the improvements that have been made. He also reported on the ongoing work at the retention pond with plans to have the improvements completed by January 11th. Mayor Foster mentioned working on website updates with City Clerk Roussin and further informed about the upcoming workshop on December 1st for finance options for City Hall, inviting the public to attend.

Mayor Foster remarked on how misinformation can be harmful and urged residents to ask questions instead of making assumptions.

12. Citizen Comments: Chief DiGiovanni commented on improvements made to Sunset Park and commended the Mayor and the Commission for their hard work.

13. Adjournment: The meeting adjourned at 11:38 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

Key Colony Beach City Commission
City Commission Workshop
Monday, December 1st, 2025, 9:30 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach

1. Call to Order, Pledge of Allegiance, Roll Call: The Key Colony Beach City Commission Workshop was called to order by Mayor Freddie Foster at 10:00 AM, followed by the Pledge of Allegiance and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Administrator John Bartus, Building Assistant Samantha Rodamer, City Clerk Silvia Roussin, City Accountant Peter Rosasco. **Guest Attendee:** Will Reed.

Public Attendance: 1

2. Presentation on Possible Funding Options for City Hall

Guest attendee Will Reed from Ford & Associates presented financing options for the City Hall construction project. Will Reed explained that relying solely on reserves would significantly diminish funds needed for emergencies, making some form of borrowing necessary. Will Reed reviewed several financing mechanisms, including general obligation bonds, revenue-pledged options, Certificates of Participation (COPs), as well as short-term tools such as lines of credit and construction loans. The Commission discussed revenue constraints, legislative changes, prepayment penalties, loan terms, and the need to compare scenarios to determine the safest and most practical approach. Will Reed advised following up by gathering financial information, preparing cost comparisons, obtaining loan quotes, sharing structural diagrams, and making recommendations for the Commission's consideration.

3. Adjournment: The workshop adjourned at 11:07 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number 1125

Items paid from November 1, 2025
to November 30, 2025

First Horizon Checking Account - 6871 \$180,375.24

(includes all vendor payments for general,
road, building and infrastructure)

Escrow Account - 5537 -

Payroll Account - 2942 \$143,062.34

Infrastructure Reserve Account - 8644 117,922.50

Road Reserve Account - 8677 -

Impact Fees Reserve Account - 8669 -

First State Bank Reserve Account - 3703 -

Sewer Money Mkt - 0301 -

Stormwater Checking Account - 0128 \$3,572.50

Sewer Account - 6006 \$205,659.34

TOTAL DISBURSEMENTS \$650,591.92



**AMENDMENT NO. 1
TO THE CITY ADMINISTRATOR EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF KEY COLONY BEACH AND JOHN BARTUS**

This Amendment No. 1 ("Amendment") is made and entered into this 18th day of December, 2025, by and between the City of Key Colony Beach, Florida ("City") and John Bartus ("City Administrator").

WHEREAS, the parties entered into a City Administrator Employment Agreement dated July 18, 2024 ("Agreement"); and

WHEREAS, the City Commission desires to amend specific provisions of the Agreement relating to compensation and hours of work; and

WHEREAS, the City Commission desires to amend the Agreement to provide a salary increase in the amount of Twenty Thousand Dollars (\$20,000.00); and

WHEREAS, the City Administrator agrees to the amendments set forth herein; and

WHEREAS, except as expressly amended herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

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

1. Amendment to Section 3 – Compensation

Section 3 of the Agreement is hereby amended to read as follows:

"SECTION 3. COMPENSATION

The City agrees to provide the City Administrator with a salary increase in the amount of Twenty Thousand Dollars (\$20,000.00) to his current agreed-upon salary."

2. Amendment to Section 14 – Hours of Work

Section 14 of the Agreement is hereby amended to read as follows:

"SECTION 14. HOURS OF WORK

The City Administrator shall maintain regular working hours of at least thirty (30) hours per week, which represents an increase from the previously established minimum of twenty-five (25) hours per week. Additional working hours may be required as necessary and/or upon request by the Mayor and/or City Commission."

3. Effect of Amendment

Except as expressly amended herein, all other terms, conditions, rights, and obligations of the Employment Agreement remain unchanged and in full force and effect.



IN WITNESS WHEREOF, the parties have executed this Amendment on the dates below.

CITY OF KEY COLONY BEACH,
FLORIDA

Freddie Foster, Mayor

Date: _____

ATTEST:

Silvia Roussin, City Clerk

Date: _____

CITY ADMINISTRATOR

John Bartus

Date: _____

VERNIS & BOWLING

ATTORNEYS AT LAW • EST. 1970

81990 Overseas Hwy. 3rd Flr. Islamorada, Florida 33036 • Telephone: 305-664-4675

October 27, 2025

VIA ELECTRONIC MAIL

City of Key Colony Beach, Florida
c/o Mayor Freddie Foster
Mayor@KeyColonyBeach.net

**RE: City of Key Colony Beach, Florida (the “City”)
Legal Services Contract**

Dear Mayor Foster,

Our firm’s current agreement with the City expires on January 18, 2026. We have prepared a renewal agreement, attached hereto. We have updated our legal service contract language for completeness. The changes in compensation requested are a \$20.00 increase for our attorneys’ hourly rates and a \$15.00 increase for our paralegals’ hourly rates.

The proposed rates are still well below the market for local government legal services. We continuously strive to provide top quality representation at reasonable costs. As you know, the retention of high-quality personnel is tough, especially with rising inflation and the high cost of living here in the Florida Keys. We hope this renewal agreement is acceptable. We are requesting identical increases from all of our governmental clients.

It is our pleasure and privilege to represent the City. Kindly distribute as needed. Thank you for your continued support.

Sincerely,

/s/ Dirk M. Smits
Dirk M. Smits, B.C.S.
For the Firm

cc: City Clerk

DELAND, FL
FORT MYERS, FL
HOLLYWOOD, FL
ISLAMORADA, FL

JACKSONVILLE, FL
MELBOURNE, FL
MIAMI, FL
NORTH PALM BEACH, FL

PENSACOLA, FL
ST. PETERSBURG, FL
TAMPA, FL
BIRMINGHAM, AL
MOBILE, AL

ATLANTA, GA
GULFPORT, MS
FLOWOOD, MS
CHARLOTTE, NC
COLUMBIA, SC

WWW.NATIONAL-LAW.COM



**CITY OF KEY COLONY BEACH
Contract for Legal Services**

This Contract entered into this _____ day of _____ **2025**, with an *effective date of January 19, 2026* between **DIRK M. SMITS, ESQUIRE**, Individually, and on behalf of **VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.**, a law firm operating under the laws of the State of Florida, whose principal place of business is located at 81990 Overseas Hwy., 3rd Floor, Islamorada, FL 33036 (herein called “The Firm”), and the **CITY OF KEY COLONY BEACH, FLORIDA** (herein called “City”).

In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall remain in force for the period of ONE (1) year, beginning **January 19, 2026** to **January 18, 2027**. Section three (3) may be renegotiated after ONE (1) year and is subject to budget review.

2. THE FIRM’S SERVICES

The Firm agrees to provide the following services:

- A. Furnish to the City of Key Colony Beach legal services, providing the City Commission with legal advice and opinions, representation of City and City personnel in legal matters concerning the City, making recommendations to the City Commission regarding legal issues, and performing all other legal services the City may require.
- B. Maintain accessibility and availability to all City Commissioners, City Administrator and executive staff on an “on call” basis.
- C. Attendance at City meetings, special meetings, budget meetings and any other public meetings as approved by the Mayor or as required by law. These meetings

will be attended by Dirk M. Smits, or other members of The Firm as may be requested or approved by the City. The City will decide if in-person attorney representation is necessary for travel costs.

- D. The Firm will be responsible for paying the salaries, wages, health insurance and other benefits of its employees and representatives.

3. **LEGAL SERVICES**

The Firm's hourly rate for services shall be **\$235.00** per hour for attorneys. Paralegals shall be paid at **\$155.00** per hour. These hourly charges are to be made without regard to any overtime charges that must be paid by The Firm to its employees. The Firm will provide billing statements to the City on a monthly basis. No payment shall be due until City verifies that all services for which payment has been requested have been fully and satisfactorily performed.

The aforementioned hourly rates will not apply to the attorney's travel time and attendance at Regular City Commission meetings only. The Firm will also provide unlimited phone calls with City Commissioners at no cost. Mileage for travel to and from all meetings will be billed to the City.

The aforementioned hourly rates will apply for travel to and from and attendance at all other City meetings, Planning and Zoning Meetings, Code Board Meetings, Utility Board Meetings, workshops, Emergency meetings, Budget meetings, Audit meetings and any other meetings of the City Commission. Attorney travel time to and from meetings will be limited to one (1) hour total round-trip.

4. **COMPLIANCE WITH LAWS AND POLICIES**

- A. The Firm shall comply with all current City policies, Florida Bar Rules, and all applicable local, state and federal laws, including laws pertaining to the confidentiality.
- B. It is anticipated that a future need for the law firm's services will or may be required. Therefore, pursuant to Florida Statute § 112.313(16) entitled *Local Government Attorneys*, this is a specific provision of this Agreement authorizing the use of The Firm to complete legal services for the City in addition to the services pursuant to this contract.

5. **CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, The Firm agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by

the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of The Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITYCLERK@KEYCOLONYBEACH.NET OR MAIL TO: CITY OF KEY COLONY BEACH, FLORIDA, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 WEST OCEAN DRIVE, P.O. BOX 510141, KEY COLONY BEACH, FLORIDA 33051 OR CALL 305-289-1212).

6. TERMINATION

Both parties reserve the right to terminate this contract at any time and for any reason, upon giving sixty (60) days' notice to the other party during which time services will be maintained.

7. ASSIGNMENT

Neither the Firm nor City may assign or transfer any interest in this Agreement without the prior written consent of both parties.

8. AMENDMENT

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

9. INDEMNIFICATION, GOVERNING LAW AND VENUE

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

The Parties agree to attend mediation prior to any further legal proceeding for any dispute regarding this Agreement. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue being in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

10. REPRESENTATIONS AND WARRANTIES

The Firm represents and warrants to City, upon execution and throughout the term of this Agreement that;

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

assigned to him or her in connection with the provisions of the Agreement.

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

11. CONFIDENTIALITY

The Firm recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, The Firm, its agents, employees and officers may have access to certain confidential information. The Firm agrees that neither it nor any of The Firm's agents, employees or officers will at any time, either during or after the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by City in writing, any confidential information, personal health information or other confidential information, and The Firm, its agents, employees and officers shall comply with all Federal and State laws and regulation and all City policies regarding the confidentiality of such information.

12. INSURANCE

The Firm agrees to secure and maintain at all times during the term of this Agreement, at The Firm's expense, professional liability insurance covering The Firm for all acts or omissions which may give rise to liability for services under this Agreement. All of The Firm's staff are to be insured in minimum amounts acceptable to City and with a reputable and financially viable insurance carrier. Such insurance shall not be cancelled except upon thirty (30) days written notice to City. The Firm shall provide City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. The Firm agrees to notify City immediately of any material change in any insurance policy required to be maintained by The Firm.

13. INDEPENDENT CONTRACTOR STATUS

The Firm is, for all purposes arising under this Contract, an independent contractor. The Firm and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the City. No officer, agent or employee of The Firm or the City shall be deemed an officer, agent or employee of the other party. Neither The Firm nor the City, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

14. ETHICS CLAUSE

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

15. CONFLICT OF INTEREST

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

16. BILLING

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

17. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court

of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

18. COUNTERPARTS

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

19. WAIVER

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

20. CAPTIONS

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

21. ENTIRE CONTRACT

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

22. NOTICES

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

City of Key Colony Beach, Florida:

City Clerk
City of Key Colony Beach
600 West Ocean Drive, P.O. Box 510141
Key Colony Beach, Florida 33051

Vernis & Bowling of the Florida Keys, P.A. and Dirk M. Smits, B.C.S.:

Vernis & Bowling of the Florida Keys, P.A.
c/o Dirk M. Smits, B.C.S.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

23. This agreement supersedes all prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract on this ____ day of _____ 2025.

CITY OF KEY COLONY BEACH, FLORIDA

By: _____

Print Name

Date

Title

VERNIS & BOWLING OF THE FLORIDA KEYS, P.A.

Signature of Dirk M. Smits, Individually

Date

Vernis & Bowling of the Florida Keys, P.A.

Date

Dirk M. Smits, Managing Member

Print Name And Title

COMPREHENSIVE AGREEMENT

CITY OF KEY COLONY BEACH, FLORIDA - PUBLIC GOLF COURSE

This Comprehensive Agreement is entered into on the date last written below, by and between **D. RICE MANAGEMENT, INC.** (the “Contractor”) and the **CITY OF KEY COLONY BEACH, FLORIDA** (the “City”) (individually, a “Party” and collectively, the “Parties”).

WHEREAS, 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 certain associated improvements, equipment, and personal property (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”), submitted by the Contractor; and

WHEREAS, the City proceeded with the Proposal without engaging in a public bidding process as authorized by Section 255.065, F.S.; 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 held a second duly noticed public meeting on November 20, 2025, at which meeting affected public entities and members of the public were allowed to provide additional comments on the Proposal, and the Commission adopted a Resolution finding, inter alia, that the Proposal was for a “qualifying project,” and that the Proposal is in the public interest after considering all statutory factors and public comments; and

WHEREAS, the City published the Report required by Section 255.065(3)(d), F.S. for at least seven (7) days in the Florida Administrative Register; and

WHEREAS, the Parties now desire to enter into this Comprehensive Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits hereinafter set forth, the Parties herein covenant and agree as follows:

1. GOLF COURSE LEASE

Contemporaneously with the execution of this Comprehensive Agreement, the Parties shall execute that certain Golf Course Lease attached and labeled as “*Attachment A*” to this Comprehensive Agreement (“Lease Agreement”), and which is incorporated herein by reference.

As the Comprehensive Agreement and the Lease Agreement contemplate a joint undertaking between the Parties, a default, breach or termination of either agreement shall constitute a default, breach or termination of the other agreement.

2. TERM

2.1 This Comprehensive Agreement shall commence on _____, 2026 (“Commencement Date”) and, unless sooner terminated or extended as provided herein, terminate on _____, 2028 (“Termination Date”). [NOTE: The Proposal is for 2 years with 1 year renewal. An alternative of 1 year/1year was suggested].

2.2 If Contractor is not then in default or breach of the Lease Agreement, materially or otherwise, Contractor may elect to extend the Termination Date of this Comprehensive Agreement and the Lease Agreement for one (1) additional calendar year by giving written notice to the City not less than ninety (90) days prior to the original Termination Date. [NOTE: Only Contractor has right to terminate on 90 days’ notice. Alternative may be for both or neither party to have this right to terminate.]

3. DUTIES AND OBLIGATIONS OF CONTRACTOR

During the Term of this Agreement:

3.1 No less than *quarterly*, Contractor shall provide the City a detailed Income Statement. As the Parties acknowledge these Income Statements are public records, Contractor shall be solely responsible to ensure that no confidential information is contained therein.

3.2 No less than *quarterly*, Contractor shall provide the City a detailed report on all activities, projects, maintenance, plans, and other matters relevant to the management, operations and maintenance of the Golf Course.

3.3 Contractor represents and warrants that it has not, and will not, undertake any third-party financings to perform under this Comprehensive Agreement or the Lease Agreement, other than in the regular course of its business as relating to the Golf Course.

3.4 Contractor shall allow City and its designees the right to inspect the Golf Course

and related facilities, equipment and personal property upon reasonable advance notice under non-emergency circumstances. However, in the event of emergency circumstances, City and its designee shall attempt to give Contractor notice, but may inspect the same in the event it is unable to so notify the Contractor.

3.5 The initial schedule of User Fees charged to Golf Course members and the general public shall be set and mutually agreed to in the Lease Agreement. Any subsequent changes to User Fees under the Lease Agreement are subject to the consent of the City, which consent will not be unreasonably withheld.

3.6 Contractor shall comply with all applicable federal, state, City and local rules, regulations, ordinances, land use plans, policies and statutes.

3.7 Contractor shall review, evaluate and respond in writing to the City within thirty (30) days as to any requests, suggestions or feedback provided by the City to the Contractor as to the management, operations and maintenance of the Golf Course.

3.8 Within thirty (30) days of the Commencement Date, Contractor shall provide to City all as-builts and any other maps, surveys, drawings, designs and similar documents as related to Golf Course management, operations and maintenance. Thereafter, Contractor shall provide City with copies of all such documents that may be amended or newly created within thirty (30) days thereof.

3.9 As requested by the City throughout the Term of this Comprehensive Agreement, Contractor shall affirmatively work with the City to familiarize City with all Golf Course operations to assist the City in the transition of future management of the Golf Course upon termination of this Comprehensive Agreement.

4. DUTIES AND OBLGATIONS UPON TERMINATION

Upon termination of this Comprehensive Agreement for any reason:

4.1 The Lease Agreement shall terminate contemporaneously herewith, without further notice except as such notice may be required under this Comprehensive Agreement.

4.2 Contractor shall return and deliver all equipment and personal property not owned by it to the City, in such condition as set forth in the Lease Agreement.

4.3 To the extent allowed therein, Contractor shall assign and/or transfer all contracts, licenses, permits and similar related to the operations of the Golf Course to the City.

4.4 Contractor shall conduct a final accounting of all operations related to the Golf Course, and provide the City with a report of the same no less than thirty (30) days after termination. Said Report shall also include a detailed statement as to all paid yet unearned Golf Course fees and charges.

4.5 With the delivery of the Report described immediately above, Contractor shall reimburse all paid but unearned fees to Annual Members.

5. PERFORMANCE GUARANTEES AND SAFEGUARDS; UNEARNED MEMBERS/USERS FEES

5.1 Contemporaneously with its execution of this Comprehensive Agreement, Contractor shall post a bond, by certified check, payable to the Lessor in an amount of \$ _____ ("Bond"). The purpose of the Bond is to ensure Lessee's performance under this Comprehensive Agreement and the Lease Agreement, as required by Section 255.065, F.S. City shall maintain the Bond in a separate, interest-bearing account.

5.2 The Bond, and any accrued interest, may be unilaterally disbursed by the City to itself or any third party, but only due to Contractor's failure to fulfil any of its obligations under this Comprehensive Agreement or the Lease Agreement. Such utilization of the Bond by the City includes but is not limited to:

5.2.1 Breach or other violations of this Comprehensive Agreement;

5.2.2 Damage to any real or personal property of City caused by the acts or omissions of the Contractor, its shareholders, directors, officers, contractors, guests, invitees, agents, and employees;

5.2.3 Breach or other violations of the Lease Agreement, including but not limited to rent and utilities;

5.2.4 Costs and service disruptions under the Lease Agreement;

5.2.5 Staffing disruptions under the Lease Agreement; and

5.2.6 Paid but unearned fees which the Contractor fails to return to third parties as required under the Lease Agreement.

5.3 If total claims against the Bond are in excess of the Bond amount, the City may apply the Bond to the various claims in its sole discretion.

5.4 Contractor shall be solely responsible for all claims in excess of the Bond, if any, and in such an event shall reimburse the City for all such excess claims.

5.5 Within thirty (30) days of the Termination Date, City shall return the remaining Bond, plus any remaining accrued interest, if any, to the Contractor, but only after the provisions of this Section 5 have been satisfied.

5.6 In the event that the Lessee has pledged any prior bond to guarantee performance

under any prior leases or agreements with Lessor as relating to the Golf Course, Lessor shall release and/or return the same within fifteen (15) days of the Commencement Date.

6. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Comprehensive Agreement and any renewals, at Contractor's expense, insurance coverage as set forth below, covering Contractor for all acts or omissions which may give rise to liability for performance under this Comprehensive Agreement. All Contractor staff and employees are to be insured in minimum amounts acceptable to the City and with a reputable and financially viable insurance carrier, naming the City as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days' written notice to the City. Contractor shall provide the City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify the City immediately of any material change in any insurance policy required to be maintained by Contractor.

X **General Liability Insurance**

Amount: \$1,000,000.00

X **Workers Compensation Insurance**

Amount: Statutory Limits

7. COMPLIANCE WITH LAWS AND POLICIES

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

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

7.1 Keep and maintain public records required by City to perform the Services;

7.2 Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

7.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Comprehensive Agreement and following completion or termination of this Comprehensive Agreement if the records are not transferred City; and

7.4 Upon completion or termination of this Comprehensive Agreement, transfer to City, at no cost, all public records in Contractor's possession or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS COMPREHENSIVE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS BY EMAIL AT: CITYCLERK@KEYCOLONYBEACH.NET, OR BY MAIL TO: CITY OF KEY COLONY BEACH, FLORIDA, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 W. OCEAN DRIVE, KEY COLONY BEACH, FL 33051, OR BY CALLING (305) 289-1212 EXT 2.

Failure of Contractor to comply with this Section and F.S. §119.0701 shall be deemed a material breach, and the City holding the Contractor in default, termination of the Comprehensive Agreement and/or other legal action.

8. INDEPENDENT CONTRACTOR STATUS

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

9. TERMINATION

9.1 WITHOUT CAUSE

9.1.1 This Comprehensive Agreement may not be terminated by the City without cause. **[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]**

9.1.2 Contractor may terminate this Comprehensive Agreement without cause upon ninety (90) days advance written notice to the City if given prior to October 1 of any contract year. In such event, the Contractor will be required to fully perform under this Comprehensive Agreement and the Lease Agreement until such time as the City enters into a contract for the management, operation and

maintenance of the Golf Course with a third-party.

9.2 TERMINATION FOR BREACH

9.2.1 Except as provided in Section 9.3, either Party may terminate this Comprehensive Agreement upon breach by the other Party of any material provision of this Comprehensive Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

9.3 IMMEDIATE TERMINATION BY THE CITY

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

9.3.1.1 Conduct by Contractor or its shareholders, directors or officers, which affects the quality of services provided to the City or the performance of duties required hereunder and which would, in the City's sole judgment, be prejudicial to the best interests and welfare of the City.

9.3.1.2 Failure by Contractor to maintain any insurance required by the terms of this Comprehensive Agreement.

9.3.1.3 Material breach or termination of the Lease Agreement.

9.3.1.4 As may be otherwise set forth in this Comprehensive Agreement.

10. ASSIGNMENT

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

11. AMENDMENT

This Comprehensive Agreement may be amended only with the mutual written consent of the Parties.

12. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold City harmless from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the City in defending or compromising actions brought against it arising out of or related to the acts

or omissions of Contractor, its agents, employees, or officers in the provision of services or performance of duties by Contractor pursuant to this Comprehensive Agreement.

This Comprehensive Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, with exclusive venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred as a result of any action or proceeding under this Comprehensive Agreement.

13. E-VERIFY

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

14. REPRESENTATIONS, WARRANTIES & DEBARMENT

14.1 Affidavits pertaining to the matters set forth below are attached hereto labeled as "*Attachment C*". Contractor represents and warrants to the City upon execution and throughout the term of this Comprehensive Agreement that:

- 14.1.1 Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Comprehensive Agreement;
- 14.1.2 None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 14.1.3 Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list;

14.1.4 Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Comprehensive Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Comprehensive Agreement.

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

14.1.5.1 Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.1.5.2 Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

15 ETHICS CLAUSE

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

16 CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a City employee may be grounds for dismissal. No contract for goods or services may be made

with any business organization in which the Director or a City member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City member, officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes. No City member, employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials, or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all City employees or in City surplus sales, provided there is no preferential treatment.

17 SEVERABILITY

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

18 COUNTERPARTS

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

19 WAIVER

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

20 CAPTIONS

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

21 ENTIRE CONTRACT

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

22 NOTICES

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

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051 <u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036	<u>The Contractor:</u> Daryl Rice, President/Owner D. Rice Management, Inc. 2375 Overseas Highway 305-
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23 NO WAIVER OF SOVERIGN IMMUNITY

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

24 NO THIRD-PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Comprehensive Agreement on this _____ day of _____, 2025.

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME

TITLE

“ATTACHMENT A”
GOLF COURSE LEASE

— **[to be inserted upon completion]** —

CITY OF KEY COLONY BEACH
GOLF COURSE LEASE AGREEMENT

THIS INDENTURE, made and entered into on the date last written below, by and between the **CITY OF KEY COLONY BEACH, FLORIDA** ("Lessor" or "City") and **D. RICE MANAGEMENT, INC.** ("Lessee") ("Lease Agreement").

WITNESSETH:

1. LEASED PREMISES

Lessor, in consideration of the rents hereinafter reserved and of the covenants and agreements herein expressed on the Lessee, to be kept, performed and fulfilled, has demised 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 ("Leased Premises").

2. TERM

2.1 This Lease Agreement shall commence on _____, 20__ ("Commencement Date") and, unless sooner terminated or extended as provided herein, terminate on _____, 20__ ("Termination Date"). **[NOTE: The Proposal is for 2 years with 1 year renewal. An alternative of be 1 year/1year was suggested].**

2.2 If Lessee is not then in default or breach of the Lease Agreement, materially or otherwise, Lessee may elect to extend the Termination Date of this Comprehensive Agreement and the Lease Agreement for one (1) additional calendar year by giving written notice to the Lessor not less than ninety (90) days prior to the original Termination Date. **[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]**

3. RENT

Lessee, in consideration of the leasing of the Leased Premises, does hereby covenant and agree to and with Lessor to pay rent as follows:

- 3.1 During the first calendar year of this Lease Agreement, Lessee shall pay Lessor the sum of \$39,500.00 per year, plus sales tax for the year, payable in equal monthly payments in advance. Rent is to be paid on the first (1st) day of each month as rent for that month, with any partial month to be pro-rated. If rent is not paid by the 10th day after the due date, Lessee shall pay Lessor a five percent (5.0%) late charge. The late charge, together with applicable sales tax, shall be remitted with the late payment.
- 3.2 On each anniversary date of this Lease, the annual rent amount shall be increased by the most recent data for a CPI Base Index of CPI-U, All Urban Consumers, U.S. City Average, 1982/84=100, or its successor index (currently found at: data.bls.gov/cgi-bin/surveymost?cu)
- 3.3 [NOTE: It has been suggested that the Commission may desire to seek full/partial reimbursement for costs, fees, expenses, staff time, etc. for the P3 as additional compensation/reimbursement?]

4. PERFORMANCE GUARANTEE OF LESSEE

The terms and conditions of Section 5 of the Comprehensive Agreement (“Performance Guarantees and Safeguards; Unearned Members/Users Fees”) is incorporated herein by reference. Any act or omission constituting a breach of this Lease Agreement or the Comprehensive Agreement, material or otherwise, shall authorize the Lessor to utilize the Bond as defined and set forth in the Comprehensive Agreement.

5. GOLF COURSE CONDITIONS AND MAINTENANCE

- 5.1 Lessee shall maintain the Golf Course in the same or better condition as at the start of this Lease Agreement, at the expense of Lessee, except as otherwise provided in this Lease Agreement.
- 5.2 The Golf Course shall be maintained in good and playable condition on a year-round basis, save for force majeure.
- 5.3 In the event any part of the Leased Premises are materially damaged, other than by the actions or omissions of the Lessee and its shareholders, directors, agents, staff, contractors, guests, invitees, or employees, then any repairs to the Leased Premises shall be at the expense of Lessor, and rent shall be suspended until the Golf Course is usable for its intended purpose.
- 5.4 Lessee shall, at a minimum, timely perform and complete the following duties and obligations under this Lease Agreement, with the failure to do so constituting a material breach of this Lease Agreement:
- 5.4.1 Cut greens as needed
 - 5.4.2 Cut fairways as needed
 - 5.4.3 Change hole locations at least weekly

- 5.4.4 General pick up and removal of coconuts, tree branches, palm tree fronds and other similar vegetation at least daily, all to be disposed of at a location designated by the City
- 5.4.5 Rake sand traps a minimum of twice weekly
- 5.4.6 Add sand to sand traps as needed
- 5.4.7 Repair all bare spots on the course by sodding and/or seeding
- 5.4.8 Check tees and sweep mats daily
- 5.4.9 Cut shoulders and fairways a minimum of once each week
- 5.4.10 Treat for weeds as needed
- 5.4.11 Treat for ants and other insects as needed
- 5.4.12 Clean Service Building as needed. Lessor shall provide all paper products for the same.
- 5.4.13 Empty and remove trash on entire Golf Course as needed, to be disposed of at a location designated by the City
- 5.4.14 Lessee shall be responsible for all arbor care, trimming of trees and shrubs, as well as preventive maintenance necessary to ensure the health of the same. Such activities shall be further undertaken to provide sunlight access for turf health and the overall aesthetics of the Golf Course. Should the Parties agree, the Lessor may provide such services to the Lessee at a then-agreed upon cost for the same
[NOTE: Rice has proposed that this item be provided by KCB. However, we received many comments requesting the Lessee be responsible]
- 5.4.15 Provide and replace mulch as needed
- 5.4.16 Test sprinkler system at least monthly

6. COURSE OPERATIONS

- 6.1 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.
- 6.2 Except as otherwise provided herein, the Golf Course shall be open seven (7) days a week. However, from the period of _____ to _____ ("Summer"), the Golf Course shall be closed on all Mondays.
- 6.3 The Golf Course may be closed only for the holidays of Thanksgiving Day and Christmas Day. On those holidays, the Golf Course shall remain available to members for play and an honor box will be placed for other players.
- 6.4 The Golf Course Starter, at a minimum, shall perform the following duties **daily**, with the failure to do so constituting a material breach of this Lease Agreement:
 - 6.4.1 Open and operate the Golf Course by 7:30 a.m. until 5:00 p.m.
 - 6.4.2 Make sure clubs and carts are in good working order
 - 6.4.3 All restroom garbage to be emptied prior to opening
 - 6.4.4 Restroom cleaned and sanitized prior to opening
 - 6.4.5 Outside walkways to be maintained free from debris and other obstructions
 - 6.4.6 Ashtrays to be cleaned out prior to opening
 - 6.4.7 Always be present at the Golf Course during hours of operation

- 6.4.8 Sweep and clean inside of Pro Shop
 - 6.4.9 Provide and maintain cold, drinkable water for all users at reasonable intervals and locations. Coolers and paper cups shall be acceptable.
 - 6.4.10 Always dress appropriately
- 6.5 All promotional and invitational events at the Golf Course which interfere with member and/or public use shall be first be presented for consent by the Lessor not less than thirty (30) days in advance of such a proposed event, which consent shall not be unreasonably withheld.

7. SETTING OF MEMBER AND PUBLIC USER FEES. RETURN OF UNEARNED FEES AT TERMINATION

- 7.1 The Parties expressly agree that, unless otherwise modified as set forth herein, Lessee shall charge the following Annual Membership and Daily User Fees:
- 7.1.1 Lessee shall charge an Annual Membership Fee of \$_____ for the first person and \$_____ for each additional person from the same household, regardless of residency.
 - 7.1.2 For residents of Monroe County, Lessee shall charge a Daily User Fee of \$_____ for a 9-hole round of golf, and \$_____ for each additional 9-hole rounds of golf in the same day.
 - 7.1.3 For non-residents of Monroe County, Lessee shall charge a Daily User Fee of \$_____ for a 9-hole round of golf, and \$_____ for each additional 9-hole rounds of golf in the same day. [NOTE: It has been suggested that there should be a different daily fee schedule for non-local players]
- 7.2 Lessee may not change the Annual Membership Fees or Daily User Fees without first obtaining the consent of the Lessor, which consent shall not be unreasonably withheld. To request a change in fees, the Lessee shall provide a written request with supporting documentation for the proposed fees changes to the Lessor at least thirty (30) days in advance of the effective date of any proposed fees changes.
- 7.3 Upon termination of this Lease Agreement, Lessee shall return all paid yet unearned Annual Membership Fees, as set forth in the Comprehensive Agreement.

8. EQUIPMENT; CONSUMABLE SUPPLIES

- 8.1 Lessee shall maintain all equipment and personal property, as set forth in Exhibit "A," in the same condition as when taking possession. Upon termination of this Lease Agreement, such equipment shall be surrendered to Lessor in the same condition as first tendered, reasonable wear and tear excepted.
- 8.2 In the event that replacement or reconditioning, (disassembly, replacement of 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, Lessee shall 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.

8.3 Equipment such as hand tools, weed eaters, chainsaws, pole saws, and small rotary mowers shall be purchased by Lessee and shall remain the property and responsibility of Lessee.

8.4 Only personal property of Lessee related to the purposes of this Lease Agreement are permitted on the Leased Premises.

8.5 All of Lessee's personal property placed in or on the Leased Premises shall be at the risk of the Lessee. Lessor shall not be liable for any damage to said personal property or to the Lessee arising from any cause.

8.6 Lessee shall be responsible for the purchase of all consumables required to perform under this Lease Agreement, including but not limited to trash bags, cleaning supplies, herbicides, insecticides, oil, gas and diesel fuels, water/ice coolers, and paper products.

[NOTE: Comments received:

*** It might as well be the Lessor; we are going to do the repairs.**

*** City can agree to providing equipment necessary**

*** Lessee if using public works equipment should be responsible for the cost of the part and the labor to repair. This is no different than if you borrow your neighbors lawn mower and run over a big rock and ruin the blades.**

*** Routine cleaning and minor repairs to the equipment will be performed by the Lessee. Major repairs will be the responsibility of the Lessor.]**

9. INFRASTRUCTURE

9.1 The pumping station, irrigation system main line, and valve replacements/repairs shall be maintained by **Lessor**. The Lessee shall be responsible for maintaining sprinkler heads, timers and monitoring irrigation. Any parts needed for irrigation shall be paid for by Lessor.

9.2

9.3 Repairs that are the responsibility of the Lessee shall be at Lessee's expense other than capital improvements to the water system while will be submitted to Lessor for approval.

9.4 Lessee hereby consents to modifications or upgrades to the system to be performed by Lessor mandated by any governmental authority.

[NOTE: Comment received: - The Lessee at one time maintained the irrigation system main line, valve replacements and repairs. Lessor always maintained the pumping station. Lessee should be responsible for maintaining and replacing and/or purchasing (?) sprinkler heads, timers and monitoring irrigation. At one time it was 50/50 for Lessee and Lessor on repairs.]

10. CLUB HOUSE; SERVICE BUILDING; OTHER FACILITIES

10.1 Lessee shall maintain the Club House and Service Building in a neat and proper condition, excluding the restrooms, and shall provide for all utilities required at the same.

[NOTE: Additional comments received: In prior contract Lessee maintained clubhouse restroom, currently city does with contract approximately \$3,181.72 per year]

10.2 Lessor shall reimburse Lessee for fifty percent (50%) of electricity used at the Service Building.

10.3 Lessee shall not be responsible for the tennis/pickle ball courts or park area.

[NOTE: Additional comments received:

* We want to fix up the golf pro shop building, so I'd like to see Daryl have limited use of it so we can work around him.

*Lessee may use the KCB Service Building for storage of property needed for operation or maintenance of the Golf Course.]

11. UTILITIES

11.1 Except as otherwise provided herein, Lessee shall pay all utility charges at the Leased Premises, including but not limited to, charges for water, sewer, and electricity.

11.2 The cost for FKAA water used for irrigation of the Golf Course is at *Lessor's* expense. Lessor shall also provide, if equipment is operating properly, reverse osmosis water for irrigation at no cost to the Lessee.

12. SIGNAGE

It is hereby understood and agreed that any signs or advertising to be used at the Leased Premises, including awnings, shall be first submitted to Lessor for prior consent, which consent may be withheld for any reason.

13. SALES OTHER THAN GOLF RELATED SUPPLIES AND EQUIPMENT OR VENDED SNACKS

The sale by Lessee of anything other than golf-related supplies and equipment, or vended snacks, shall not be permitted without the prior written consent of Lessor, which consent may be withheld for any reason. Lessee shall be permitted to place no more than two (2) vending machines at the Leased Premises. [NOTE: It has been suggested that KCB may want to own/operate the vending machines]

14. INSURANCE

Lessee shall provide and maintain insurance as set forth in the Comprehensive Agreement. Any breach of this obligation shall be deemed a material breach of this Lease Agreement and the Comprehensive Agreement.

15. EVENTS OF DEFAULT

In addition to anything otherwise contained herein, the following shall constitute a material breach and in such an event the Lessor may declare an immediate event of default under Section 17.3 below:

- 15.1 If Lessee shall abandon or vacate (defined herein as failure to operate the Golf Course for three (3) consecutive business days) the Leased Premises, Lessor may, at its option, cancel this Lease Agreement or may enter the Leased Premises as the agent of Lessee without being liable in any way therefore, and re-let the Leased 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 Agreement, 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 Lessee shall pay any deficiency.
- 15.2 If Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against Lessee, then to the extent allowed by law Lessor is hereby irrevocably authorized, at its option, to immediately terminate this Lease Agreement. 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 Agreement. No receiver, trustee or other judicial officer shall have any right, title, or interest in or to the Leased Premises, equipment or personal property by virtue of this Lease Agreement.
- 15.3 Failure to maintain all required insurance under this Lease Agreement and the Comprehensive Agreement.
- 15.4 Prompt payment of rent for said Leased Premises upon the dates named and the faithful observance of all covenants of this Lease Agreement are the conditions upon which this lease is made and accepted. Any failure on the part of Lessee to comply with the terms of this Lease Agreement, the Comprehensive Agreement, or any of their respective covenants shall, at the option of Lessor, constitute a material default of the Lease Agreement and all the rights of Lessee hereunder.
- 15.5 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.

16. APPOINTMENT OF LESSOR'S AGENT

Lessor shall designate and appoint an agent to represent it in relation to this Lease Agreement. The agent's duties will include but will not be limited to verifying the status of operations, maintenance and all other matters concerning the Golf Course and Leased Premises at maximum 90-day intervals, and provide notice of any deficiencies to the Lessee for immediate correction (within 36

hours of notice). If not timely corrected, the Lessor may correct the issue and charge Lessee for such correction.

17. TERMINATION

17.1 WITHOUT CAUSE

17.1.1 This Lease Agreement may not be terminated by the Lessor without cause.

[NOTE: Only Contractor has right to terminate on 90 days' notice. Alternative may be for both or neither party to have this right to terminate.]

17.1.2 Lessee may terminate this Lease Agreement without cause upon ninety (90) days advance written notice to the Lessor, if given prior to October 1 of any lease year. In such event, the Lessee will be required to fully perform under this Lease Agreement and the Comprehensive Agreement until such time as the Lessor enters a contract for the management, operation and maintenance of the Golf Course with a third party. Lessor shall be entitled to and retain all revenue from operations of the Golf Course and ancillary services at the Golf Course during such period.

17.2 TERMINATION FOR BREACH

17.2.1 Except as provided in Section 17.3, either Party may terminate this Lease Agreement upon breach by the other Party of any material provision of this Lease Agreement, provided such breach continues for ten (10) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

17.3 IMMEDIATE TERMINATION BY THE LESSOR

17.3.1 The Lessor may terminate this Lease Agreement immediately upon written notice to Lessee (such termination to be effective upon Lessee's receipt of such notice) upon occurrence of any of the following events:

17.3.1.1 Conduct by Lessee or any Company/Individual staff which affects the quality of services provided to the Lessor or the performance of duties required hereunder and which would, in the Lessor's sole judgment, be prejudicial to the best interests and welfare of the Lessor.

17.3.1.2 Failure by Lessee to maintain any insurance required by the terms of this Comprehensive Agreement.

17.3.1.3 An Event of Default as provided in Section 15.

17.3.1.4 Material breach of the Comprehensive Agreement.

17.3.1.5 Corporate or administrative dissolution or suspension.

17.3.1.6 As may be otherwise set forth in this Lease Agreement.

18. LEASE RECORDATION

This Lease Agreement shall not be recorded in the public records of Monroe County, Florida.

19. COMPLIANCE WITH LAWS AND POLICIES

19.1 Lessee agrees and acknowledges that the provisions of Article 7 of the Comprehensive Agreement (Compliance with Laws and Policies), including Public Records Laws, are incorporated herein by reference. _____

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

20. TAX OBLIGATIONS

All tax obligations in connection with this Lease Agreement, and Lessee's activities and performance hereunder, including sales tax but excluding real property taxes on the Leased Premises, shall be the sole expense of Lessee. Failure to timely pay any tax when due shall constitute a material default of this Lease Agreement.

21. INDEMNIFICATION, GOVERNING LAW & VENUE

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

21.2 This Lease Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, with exclusive venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorneys' fees and costs incurred as a result of any action or proceeding under this Lease Agreement.

22. ASSIGNMENT; SUBLETTING

22.1 Neither Lessee nor the Lessor may assign or transfer any interest in this Lease Agreement without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Lease Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

22.2 Lessee shall not sublet lease the Leased 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 Leased Premises as a part thereof and be surrendered with the Leased Premises at the termination of this Lease Agreement.

23. AMENDMENT

This Lease Agreement may be amended only with the mutual written consent of the Parties.

24. SEVERABILITY

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

25. COUNTERPARTS

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

26. WAIVER

A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Lease Agreement and/or the Comprehensive Agreement does not relieve the Lessee of the indemnification provisions contained within this Lease Agreement and/or the Comprehensive Agreement.

27. CAPTIONS

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

28. ENTIRE CONTRACT

The Parties hereto agree that, along with the Comprehensive Agreement, this is the final Lease Agreement between the parties as to the Leased Premises and supersedes any and all prior contracts and/or assurances, be it oral or in writing as to the lease of the Leased Premises.

29. NOTICES

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

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051	<u>The Lessee:</u> Daryl Rice, President/Owner D. Rice Management, Inc. 2375 Overseas Highway
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With a copy to:

City of Key Colony Beach, Florida Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

305-

30. NO WAIVER OF SOVERIGN IMMUNITY

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

31. NO THIRD-PARTY BENEFICIARIES

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

32. INDEPENDENT CONTRACTOR STATUS

Lessee is, for all purposes arising under this Lease Agreement, an independent contractor. Lessee and its shareholders, directors, officers, agents, contractors, or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents, contractors, or employees of the Lessor.

33. INCORPORATION OF REPRESENTATIONS, WARRANTIES, CERTIFICATIONS AND AFFIDAVITS

The provisions of Sections 13 through 16 of the Comprehensive Agreement are fully incorporated and restated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Lease Agreement on this ____ day of _____, 202_.

EXHIBIT "A" – kmh can insert all cover pages in pdf

ATTACHMENT A

ATTACHMENT B

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](http://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

ATTACHMENT C

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: _____

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} , being of lawful age and being duly sworn I, {insert affiant name} , as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20_____.

Signature of Affiant

STATE OF _____) COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 20____, by who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

Notary Public

My commission expires:

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

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 City of Key Colony Beach, 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:



RESOLUTION NO. 502 - 2025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AMENDING BOCC RESOLUTION NO. 201-2019 WHICH ESTABLISHED THE FLORIDA KEYS TRANSPORTATION COORDINATION COMMITTEE, AS AMENDED BY BOCC RESOLUTION NO. 045-2021 TO PROVIDE FOR MEMBERSHIP BY NON-ELECTED OFFICIALS; TO INCLUDE A REPRESENTATIVE FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION AS A NON-VOTING EX OFFICIO MEMBER; PROVIDING FOR MEMBER COMPOSITION; AND PROVIDING FOR GOALS AND OBJECTIVES OF THE COMMITTEE.

WHEREAS, the Florida Keys portion of Monroe County has the Overseas Highway, also designated as U.S. 1, as the lone roadway upon which all cross-county traffic must traverse; and

WHEREAS, traffic issues on U.S. 1 affect the health, safety, welfare, and quality of life of Monroe County residents and visitors throughout the Keys; and

WHEREAS, comprehensive solutions are necessary for the traffic and transportation issues that affect the Keys; and

WHEREAS, the Commission created the Florida Keys Transportation Coordination Committee ("the Committee") in 2019 when it adopted Resolution No. 201-2019; and

WHEREAS, the composition of the Committee per Resolution No. 201-2019 was six elected officials, one from each of the five municipalities and one from the County; and

WHEREAS, the Commission amended the composition of the Committee in 2021 to provide for membership by non-elected officials, when it adopted Resolution No. 045-2021; and

WHEREAS, per Resolution No. 045-2021, the Committee is currently composed of six members, consisting of one person selected by the governing body of each of the five municipalities and the County, as chosen by that governing body; and

WHEREAS, the Committee's work would benefit from the expansion of the composition to include one non-voting ex officio representative from the Florida Department of Transportation (FDOT), who may be able to provide more detailed insight and technical expertise related to US1 operations and the FDOT five-year work program for Monroe County; and

1 **WHEREAS**, it is the intention of the Commission to amend Resolution No. 201-2019 as
2 amended by Resolution No. 045-2021 to add a representative of FDOT as a non-voting, ex officio
3 member; and
4

5 **WHEREAS**, it is the intention of the Commission to make no other changes to Resolution
6 201-2019, as amended by Resolution No. 045-2021;
7

8 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**
9 **COMMISSIONERS OF MONROE COUNTY, FLORIDA:**
10

11 **Section A.** Resolution No. 201-2019, as amended by Resolution No. 045-2021, shall be further
12 amended to read as follows:
13

14 **Section 1. Creation of the Florida Keys Transportation Coordination Committee.**
15 The Board of County Commissioners ("BOCC") hereby creates the Florida Keys
16 Transportation Coordination Committee ("FKTCC").
17

18 **Section 2. Committee Composition.** The [Florida Keys Transportation Coordination
19 Committee] FKTCC shall be composed of six voting members, consisting of one person
20 selected by the governing body of each of the five municipalities and the County, as
21 chosen by that governing body. Each governing body may designate an alternate member
22 and may fill a vacancy in its representation on the committee, if one occurs. Each year,
23 the FKTCC shall elect a chair and vice chair from its members. A quorum shall exist
24 when a majority of committee members from those jurisdictions that have appointed a
25 representative are present. A representative of the Florida Department of Transportation
26 (FDOT) shall be appointed by FDOT as a non-voting ex officio member of the FKTCC.
27 The non-voting ex officio member shall not be counted in establishing a quorum.
28

29 **Section 3. Duties and Responsibilities.** The mission and purpose of the FKTCC is to
30 develop and promote a system of public transportation in various modes to support the
31 needs of the residents throughout the County in a coordinated and comprehensive
32 manner. The FKTCC shall perform the following functions:
33

- 34 a. Hold public meetings consistent with Chapter 286, Florida Statutes, as
35 often as its members determine appropriate;
- 36 b. Study and research traffic issues confronting the Florida Keys, both as a
37 whole and locally, within the various communities throughout the Keys;
38 and
- 39 c. Make recommendations to the BOCC and the governing bodies of each
40 municipality on potential solutions to those traffic issues.
41

1 **Section 4. Staff Support.** The BOCC directs the County Administrator to provide
2 administrative and logistical support for the FKTCC. Such support shall include
3 providing professional staff to assist the FKTCC with its duties, provide administrative
4 support staff as requested by the Committee, coordinate the scheduling of public meetings
5 of the Committee, and other tasks requested by the Committee. The municipalities are
6 encouraged to provide professional and support staff to assist and supplement the
7 County's efforts.

8
9 **Section 5. Legal Representation.** The County Attorney or his designee shall provide
10 legal counsel to the FKTCC with respect to the conduct of its duties.

11
12 **Section 6. Remote Meetings.** The FKTCC is authorized and encouraged to utilize
13 "communications media technology," as that term has been defined in F.S. 120.54,
14 Chapter 2017-214, Laws of Florida, and Resolution 299-2017, when the committee
15 deems it appropriate, in conducting its meetings.

16
17 **Section B.** The Clerk shall mail a copy of this resolution to the clerk of each municipality in the
18 County.

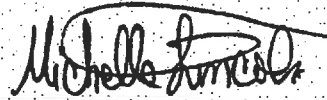
19
20 **Section C.** This resolution shall take effect upon adoption.

21
22 **PASSED AND ADOPTED** by the Board of County Commissioners of Monroe County,
23 Florida, at a regularly scheduled public meeting held on the 12th day of November, 2025.

24		
25	Mayor Michelle Lincoln	<u>Yes</u>
26	Mayor <i>Pro Tem</i> David Rice	<u>Absent</u>
27	Commissioner Craig Cates	<u>Yes</u>
28	Commissioner James K. Scholl	<u>Yes</u>
29	Commissioner Holly Merrill Raschein	<u>Yes</u>
30		

31 BOARD OF COUNTY COMMISSIONERS OF MONROE
32 COUNTY, FLORIDA

33 By:



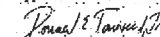
Mayor/Chair

34
35 ATTEST KEVIN MADOK, CLERK



AS DEPUTY CLERK

Monroe County Attorney
Approved as to Form And Legal Sufficiency



Donald Townsend, Jr.
Assistant County Attorney
Date: Oct 24, 2025, 2:26 pm

ORDINANCE NO. 2025-507

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

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

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

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) determined the need to amend the Land Development Regulations to reduce required side setbacks for pools; and

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

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

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

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

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

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

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

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

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

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

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

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

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

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

- (6) Floor area. Minimum habitable building area of 450 square feet per dwelling unit.
- (7) Pervious area. Minimum of 15 per cent.
- (8) Height. Maximum of 1 story, but in no case more than 20 feet.
- (9) Special regulations. See sections governing parking, landscaping and signs.

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

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

(a) *Setbacks:*

~~10 5 feet from side lot lines and 10 feet from rear lot lines and (MHW) on canals. and 10 5 feet from sides lot lines and 10 feet from rear lot lines on dry lots; except~~

~~that a minimum side yard setback of 5 feet shall be allowed for pools only within the R2B zoning district as provided for in Section 101-13 above.~~

25 feet from front lot line in all districts;

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

100 feet from Ocean (MHW);

20 feet from MHW on Vaca Cut.

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

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

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

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

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances and Land Development Regulations

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

Section 6: Effective Date

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

-/Remainder of Page Left Intentionally Blank/-

FIRST READING by the City of Key Colony Beach, Florida, City Commission this 18th day of December 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 _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach, Florida, City Commission on this 15th day of January 2026.

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 _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 15th day of January, 2026.

Freddie Foster
Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

**CITY OF KEY COLONY BEACH, FLORIDA
RESOLUTION 2025-16**

**A RESOLUTION OPPOSING THE INCLUSION OF NEW OFFSHORE
OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE FIVE-
YEAR NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS
LEASING PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the economy of Monroe County, Florida and The City of Key Colony Beach, Florida depends heavily on a healthy coastal and marine environment, supporting industries such as tourism, recreation, commercial and recreational fishing, and related small businesses; and

WHEREAS, clean water, thriving ecosystems, and an attractive coastal environment are vital to maintaining property values, sustaining local businesses, and ensuring the quality of life for residents and visitors alike; and

WHEREAS, offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, habitat destruction, and pollution, which could cause significant, long-term harm to our coastal economy, natural resources, and way of life; and

WHEREAS, seismic air gun blasting used in offshore oil and gas exploration poses a significant threat to marine life, including whales, dolphins, sea turtles, and fish stocks, by producing loud, repetitive underwater noise that can disrupt communication, navigation, reproduction, foraging behavior and undermines the health of robust marine ecosystems, directly threatening commercial and recreational fishing and the critical to local economies; and

WHEREAS, the health of our ecosystems from the smallest microbes to humans, are a delicately balanced symphony of symbiosis, where disruption and harm to any portion results in immeasurable, most often uncorrectable or mitigatable, sustained negative impacts; and

WHEREAS, the health of our ecosystems is a constant struggle to reverse years of harms from a vast array of human activities and conditions that have resulted in a weakening and death within our delicate ecosystems from Florida Bay to our coral reef, known as the Florida Keys National Marine Sanctuary including large portions of the Everglades and the only barrier reef in the northern hemisphere, that hosts approximately 25% of all marine species diversity

WHEREAS, the history of risk associated with the oil and gas industry and the inability to control harmful oil spills, as demonstrated in the 2010 Deep Water Horizon Oil Spill located nearly 300 miles from the Florida Keys and Monroe County, resulting in of 1300 miles of effected and damaged shorelines, including Florida from the “Pan Handle” to Tampa Bay to the eastern/ Atlantic coast of Florida, bringing unmitigable harms to humans and ecosystems including long term health, death, and unrecoverable economic harms; and

WHEREAS, even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program, which would open over 31,000 square miles of new areas for offshore oil drilling moving this activity to within 100 miles of the Florida shoreline including the Dry Tortugas, a pristine, ecologically delicate, protected, historical and revered western most portion of Monroe County, Florida and positioning permissible oil drilling operations within prevailing currents that portends that any spills would result in direct harms to the Florida Keys and the ecosystems within, or symbiotic with those of the Florida Keys, and that the BOEM under the Department of Interior of the United States has requested public input on whether to include new offshore leasing areas; and

WHEREAS, the protection of our citizens, community, ecosystems, coastal environment and economy is a priority for Monroe County, Florida and The City of Key Colony Beach, Florida, and the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA IN MONROE COUNTY, IN THE ECOLOGICAL WONDER KNOWN AS THE GREAT STATE OF FLORIDA THAT:

Section 1. The City of Key Colony Beach, Monroe County, Florida formally opposes the inclusion of any new offshore oil and gas leasing off the coast of Florida in the 11th National Outer Continental Shelf Oil and Gas Leasing Program.

Section 2. The City of Key Colony Beach, Monroe County, Florida urges the Bureau of Ocean Energy Management (BOEM) to prioritize the protection of coastal economies, communities, and ecosystems by excluding new offshore oil and gas leases from the final leasing program.

Section 3. The City of Key Colony Beach, Monroe County, Florida calls on our federal representatives in Congress to oppose efforts to expand offshore drilling and to support policies that protect our oceans, coasts, and the industries and communities that depend on them.

Section 4. A copy of this resolution shall be sent to the Bureau of Ocean Energy Management (BOEM), President of the United States, Donald J. Trump, Florida Governor Ronald DeSantis, Florida US Senators Rick Scott, and Ashley Moody, US Representative Carlos Gimenez, Florida State Representative Jim Mooney, Florida State Senator Ana Maria Rodriguez, and any other relevant officials.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on December 18, 2025.

Mayor Freddie Foster
Vice Mayor Doug Colonell
Commissioner Tom Harding
Commissioner Tom DiFransico
Commissioner Kirk Diehl

NO	YES
NO	YES
NO	YES
NO	YES
NO	YES

Freddie Foster, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

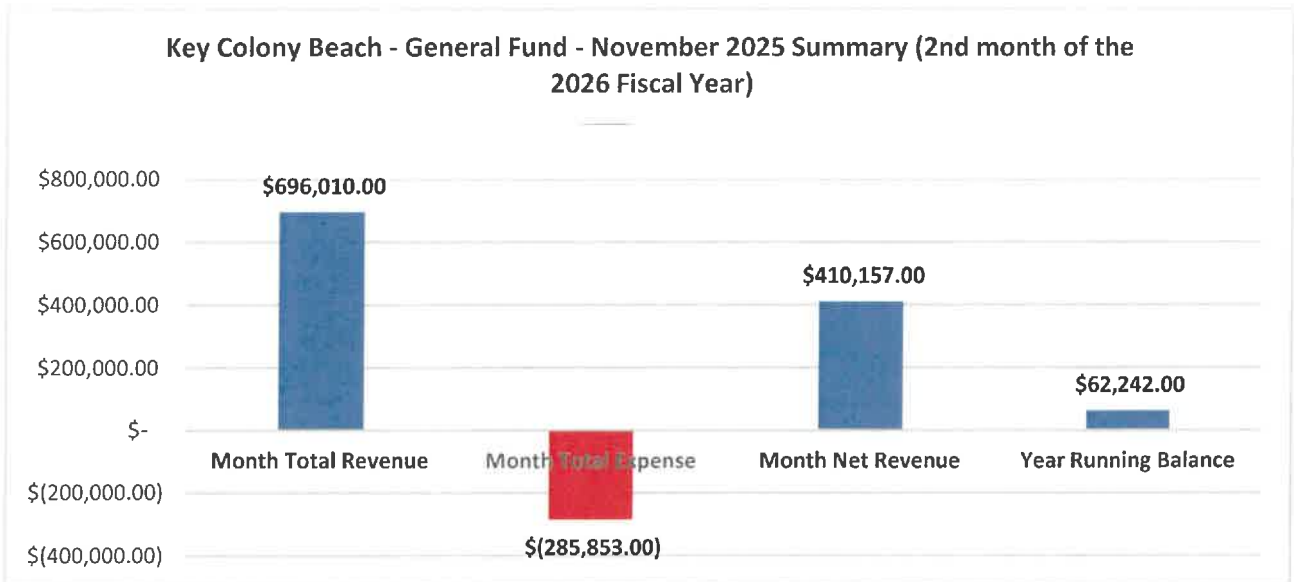
Approved as to form and legal sufficiency:

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

City of Key Colony Beach Treasurer's Report – December 18, 2025

November 30, 2025, financial summary – General Fund

- ✓ 2nd Month of the 2026 fiscal year budget, Monthly Plot below:



Revenue Comments:

- Ad-Valorem taxes starting to be received, in line with last year's revenue for November

Expenses Comments:

- Legal costs year to date above budget by \$22,000
 - September worked charged to 2026 FY budget (Oct) vs 2025 FY budget
 - October legal costs above monthly budget estimate by \$9,000, due to expenses of Golf Course p3 proposal, City Hall Bids, and legal code settlement costs.
 - Recently received November billing amount, amount within monthly Budget allocation.
- Monthly tracking of irrigation costs in place for feedback to optimize costs

Grant Reimbursements:

- 8th Street Park received for the amount of \$47,749.73 on 04No25

City of Key Colony Beach Treasurer’s Report – December 18, 2025

November 30, 2025, financial summary – Wastewater/Stormwater

✓ 2nd month of the 2026 Fiscal Year, Wastewater Monthly plot below:



Reimbursement Status of Submitted Projects:

- \$414,852.87 received 05No25 not included yet in the financials
- \$190,278.75 submitted on 20Oc25

Stormwater:

Checking/Savings balance \$82,392.70

Revenue: Start of 2026 stormwater fee revenue being received, this month \$24,356

Reimbursement grant status:

- Revenue of \$78,751 received in November 2025
- Reimbursement requested for \$411,448.38 on 20Oc25

City of Key Colony Beach Treasurer's Report – December 18, 2025

Updates on draft analysis for funding options to support City Hall Hardening Project:

- Review projected funding amount needed and projected payment amounts, develop options for funding of regular payments:

Update Loan calculations Dec 2025

Key Colony Beach City Hall Potential Loan

Covenant to Budget and Appropriate (CB&A) Debt Option

Loan amount \$3.0M

Rate 5%

Term	10 Yr	15 Yr	20 Yr
Monthly	\$ 31,820.00	\$ 23,724.00	\$ 17,077.00
Yearly	\$381,840.00	\$ 284,688.00	\$ 204,924.00

Revenue Stream Potential - Non Ad Valorem

Infrastructure \$120,000.00

Business Tax Licenses \$ 85,650.00

State Shared Revenues \$ 35,000.00

Interest \$ 45,000.00

Internal transfers (Building/Utility) \$ 42,000.00

Total \$327,650.00

Reminder current open loan matures 03-09-2031

T. Harding 08De25

- Discussion in process with Will Reed from Ford & Associates. Plan to organize a summary overview of specific options with estimated costs to bring back to the Commission with a recommendation to proceed forward in January 2026. Once one or two options are selected, requests for bids will need to be sent out for proposals.