

# **AGENDA**

## **KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING**

Thursday, May 21<sup>st</sup>, 2026 – 3:35 PM or at the end of the Public Hearing  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

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

- 1. Call to Order, Pledge of Allegiance, Prayer, 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. Proclamation Honoring Chester “Chet” Dunn – **Pg. 1**
  - b. Proclamation National Police Week, May 10<sup>th</sup> to May 16<sup>th</sup>, 2026 – **Pg. 2**
  - c. Presentation on Roadway Vulnerability Project
- 4. Citizen Comments and Correspondence**
- 5. Committee and Department Reports** (*written reports provided; Staff and Board Chairs available for questions*)
  - a. Marathon Fire/EMS – Acting Fire Chief Lt. Shana Rogers – **Pgs. 3-4**
  - b. Police/Code Enforcement – Acting Chief of Police Sgt. Jamie Buxton – **Pgs. 5-18**
  - c. City Administrator – John Bartus
  - d. Public Works – Public Works Department Head Guarino – **Pgs. 19-20**
  - e. Building Department – Building Official Loreno – **Pgs. 21-22**
  - f. City Hall – City Clerk Roussin - **Pgs. 23-25**
  - g. Beautification Committee – Chair Bachman – **Pg. 26**
  - 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. 03-19-2026 City Commission Regular Meeting – **Pgs. 27-37**
    2. 04-16-2026 Citizen Advisory Task Force Meeting – **Pgs. 38-39**
    3. 04-16-2026 City Commission Regular Meeting – **Pgs. 40-49**
    4. 04-30-2026 City Commission Fair Housing Workshop Meeting – **Pgs. 50-51**
    5. 04-30-2026 City Commission Special Public Hearing – **Pgs. 52-53**
    6. 04-30-2026 City Commission Emergency Meeting – **Pg. 54**
  - b. Approval of Warrant No. 0426 for \$860,697.61 – **Pg. 55**
  - c. Appointment of Elizabeth Kohout to the Utility Board as a full-time member – **Pgs. 56-59**
  - d. Approval of an After-the-Fact Emergency Pump Purchase from Xylem for \$34,303.00, per the Recommendation of the Utility Board – **Pgs. 60-63**
  - e. Approval of an After-the-Fact Emergency Purchase from Reynolds Construction for WRF Upgrades for \$21,587.20 – **Pgs. 64-70**

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/Approval of a Proposal by Titl for the Electronic Digitization and Indexing of Records in City Archives for \$35,000.00 - **Pgs. 71-78**
- b. Approval for a Permit Extension Request for 200 13th Street
  1. Building Official Presentation – **Pgs. 79-80**
  2. Permit Extension Request – **Pgs. 81-83**
- c. Continued Discussion/Approval to procure an Agreement with Early Alert
  1. Sample Task Order – **Pgs. 84-86**
- d. Discussion/Approval to award Haack Environmental LLC the RFP 2026-02 Sludge Hauling Service Agreement per the Utility Board's recommendation
  1. RFP 2026-02 (Request for Proposals) - **Pgs. 87-115**
- e. Discussion/Approval to raise the annual Stormwater Assessment from \$80.00 to \$84.00, per the Recommendation of the Utility Board
  1. Stormwater Yearly Rates vs. CPI Data – **Pg. 115**
- f. Discussion/Approval of a Proposal by KCS Solutions for the installation of AV Equipment for City Hall **\*\*TBA\*\***
- g. Discussion/Approval of a proposal by the Beautification Committee to provide a budget of \$10,000.00 for repairs at the Retention Pond.
  1. Memorandum by Dave McKeehan – **Pg. 117**

## 8. Ordinances & Resolutions:

- a. **SECOND AND FINAL READING OF ORDINANCE 2026-511:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Five Of The Code Of Ordinances, Entitled Boats, Boat Trailers, Marine Facilities And Waterways; Article I. Operation Of Vessels; Amending Section 5-9 Fishing From Sadowski Causeway Bridge Prohibited; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.
  1. Ordinance 2026-511 – **Pgs. 118-120**
  2. Business Impact Statement – **Pgs. 121-122**
  3. Proof of Publication – **Pg. 123**
- b. **FIRST READING OF ORDINANCE 2026-512:** An Ordinance of the City of Key Colony Beach, Florida, amending Chapter Fifteen of the Code of Ordinances, entitled Stormwater Utility System, and providing for codification; repealing any inconsistent provisions, providing for severability; and providing an effective date. – **Pgs. 124-127**
- c. **Resolution 2026-08:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Authorizing A Loan In The Principal Amount Of \$3,000,000.00 To Finance The Cost Of Improving City Hall And To Pay The Costs Of Such Loan, Approving The Form Of And Authorizing The Execution Of A Promissory Note And A Loan Agreement With First Horizon TE1, LLC, Designating The Promissory Note As A “Qualified Tax-Exempt Obligation” Under Section 265(B)(3) Of The Internal Revenue Code Of 1986, Providing Certain Details With Respect Thereto, And Providing An Effective Date.
  1. Resolution 2026-08 – **Pgs. 128-131**
  2. Loan Agreement, Promissory Note & Terms – **Pgs. 132-160**
  3. Certificate as to Public Meetings – **Pg. 161**

**9. Secretary-Treasurer’s Report**

- a. April 2026 Financial Summary - Pgs. 162-164

**10. City Attorney’s Report**

**11. Commissioner’s Reports & Comments**

- a. **Commissioner Harding**
  - 1. Wastewater Sampling Weekly Report for May 18, 2026 **\*\*TBA\*\***
- b. **Commissioner Diehl**
- c. **Commissioner DiFrancisco**
- d. **Vice-Mayor Colonell**
  - 1. City Hall Update
- e. **Mayor Foster**

**13. Citizen Comments**

**14. Adjournment**

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*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/89760348899?pwd=ct1le451Q4x2mWYcfaNTQggimNVaBO.1>  
Passcode:300898

*Phone one-tap:*

+13052241968,,89760348899#,,, \*300898# US  
+13092053325,,89760348899#,,, \*300898# US

*Join via audio:*

+1 305 224 1968 US  
+1 309 205 3325 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)  
+1 719 359 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  
+1 507 473 4847 US  
+1 564 217 2000 US

Webinar ID: 897 6034 8899

Passcode: 300898

International numbers available: <https://us02web.zoom.us/j/kcU0GR9mWT>

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.



## PROCLAMATION HONORING CHESTER "CHET" DUNN

**WHEREAS**, Chester "Chet" Dunn was a long-time and beloved resident whose life reflected a deep and enduring commitment to family, community, and service; and

**WHEREAS**, Chet Dunn honorably served his country in the United States Army from 1956 to 1958, earning the Good Conduct Medal and exemplifying a lifelong dedication to duty and integrity; and

**WHEREAS**, he was a founding member and Past Commodore of the Key Colony Beach Fishing & Boating Club, helping to establish a cornerstone of community life in the City; and

**WHEREAS**, Chet Dunn was a generous donor to the City and an active, involved, and outspoken advocate whose voice and leadership helped shape the character of the community; and

**WHEREAS**, his many contributions and unwavering civic spirit earned him recognition as a true pillar of the City, including being named Citizen of the Year by the residents of Key Colony Beach; and

**WHEREAS**, Chet Dunn lived a life grounded in compassion, service, charity, and hard work, giving freely of his time to organizations and causes that strengthened both his local and extended communities; and

**WHEREAS**, above all, he was a devoted and loving husband of nearly 65 years, a proud father, grandfather, and great-grandfather, whose greatest legacy lives on through his family;

**NOW, THEREFORE, BE IT PROCLAIMED** that the City of Key Colony Beach hereby honors and recognizes the life and legacy of Chester "Chet" Dunn for his extraordinary contributions, lasting impact, and unwavering dedication to the community.

**BE IT FURTHER PROCLAIMED** that his memory will continue to inspire all who had the privilege to know him, and that his legacy shall remain a guiding example of service, leadership, and love.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Key Colony Beach to be affixed this 21<sup>st</sup> day of May 2026.

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**Freddie Foster**  
Mayor  
City of Key Colony Beach

# City of Key Colony Beach

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



## PROCLAMATION NATIONAL POLICE WEEK – MAY 10–16, 2026

**WHEREAS**, the Congress and President of the United States have designated May 10 through May 16, 2026, as National Police Week, with May 15 recognized as Peace Officers Memorial Day; and

**WHEREAS**, the members of law enforcement agencies throughout the nation play an essential role in safeguarding the rights and freedoms of our citizens; and

**WHEREAS**, law enforcement officers work tirelessly and often at great personal risk to preserve public safety, protect lives and property, and maintain peace and order within our communities; and

**WHEREAS**, the City of Key Colony Beach recognizes and appreciates the dedication, professionalism, courage, and sacrifice demonstrated daily by the men and women serving in law enforcement; and

**WHEREAS**, it is fitting and proper that all citizens recognize the invaluable service rendered by law enforcement officers and honor those who have made the ultimate sacrifice in the line of duty;

**NOW, THEREFORE**, I, Freddie Foster, Mayor of the City of Key Colony Beach, Florida, do hereby proclaim May 10–16, 2026, as

## NATIONAL POLICE WEEK

in the City of Key Colony Beach, and urge all residents to join in honoring our law enforcement officers for their steadfast commitment to protecting our community and ensuring the safety and well-being of all citizens.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Key Colony Beach, Florida, to be affixed this 21<sup>st</sup> day of May, 2026.

City of Key Colony Beach, Florida

(City Seal)

Attested: \_\_\_\_\_  
**Silvia Roussin, City Clerk**

\_\_\_\_\_  
**Freddie Foster, Mayor**



## CITY OF MARATHON FIRE RESCUE

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

### Memorandum

**Date:** 5/1/2026

**To:** Honorable Mayor and City Council members

**From:** Shana Rogers, Acting Fire Chief

**Through:** Steve Williams, Interim City Manager

**Subject:** April Month End Report

MARATHON RESPONSES	April
Fire Incidents	5
Hazardous Condition	6
EMS	100
Inter-facility Transfers	47
False Alarm/No Emergency	17
Good Intent Call	0
Public Service	31
Rescue	4
<b>Total for Month:</b>	<b>210</b>
<b>Total Calls for Calendar 2026:</b>	<b>863</b>

FIRE PREVENTION – Chief Muro and AFM Card	April
Fire Inspections	19
Fire Safety Plan Review	20
Occupational or Annual License Inspections	4
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	April
Fire Incidents	1
Hazardous Condition	1
EMS	8
False Alarm/No Emergency	2
Good Intent Call	0
Public Service	2
<b>Total for Month:</b>	<b>14</b>
<b>Total Calls for Calendar 2026:</b>	<b>58</b>

VACATION RENTALS – Inspector Good	April
Total Applications Processed	88
Vacation Rental Fire Inspections	92
Total VR Fees Collected	\$92,450.00
Agent/Local Contacts Trained	15
Total VR Licenses Issued	75

## Operations April 2026

**Fire and EMS Data Collection:** NERIS (National Emergency Response Information System), recently onboarded in 1/2026 and required both federally and by the State continues to be successful. NERIS is designed to collect more detailed and accurate incident data and provide analytics useful for establishing and supporting the need for Government Assistance Grants.

**EMS Training:** State of Florida requirements for EMS (Paramedic/EMT) recertification - ACLS, (advanced cardiac life support), CPR certification, PALS (pediatric) and BTLIS (trauma.) We have an ongoing CPR program using our RQI that will soon incorporate ACLS into its automated platform. Additionally, we have successfully completed PALS for this renewal cycle. We are planning for PHTLS (Trauma Training) for 2027.

**RQI Success:** The CPR certification digital platform remains a success for both City Employees and KCB Police. The feedback is very positive, and we expect to continue while reaching out further to expand the success of those who can assist someone who needs life-saving practice even minutes before EMS arrival. The public CPR/AED Training program is underway with classes available throughout each month where there has been a strong attendance.

We have continued our planned rotation to the Fire Academy for mandatory fire ground training as per State requirements and examined during the ISO inspection. This is permitted to happen when staffing does not impact response service levels or response times.

**Employees:** Our 3 hires from 10/2025 continue to succeed as they work toward completing their probationary year. *To maintain and draw from an active list, we have scheduled new hire testing on 5/28/26* to bring on one firefighter required to meet our current minimum staffing levels. Candidates have been contacted throughout April in anticipation of this testing. Our goal is to continue employing eager new Firefighters through active recruiting and the Cadet program which will draw from local prepared community members.

**Fire Equipment:** We recently added to all our emergency response vehicles a device called an Emergency Vehicle Disable Plug, a useful piece of equipment designed to restrict movement and maintain safe operations while attending to a motor vehicle accident involving electric vehicles. *We are extremely grateful for the generosity of Sheriff Rick Ramsay for donating this equipment and continue to partner successfully with MCSO on most of our emergency calls.*

**Fire Operations:** We are currently operating at minimum manning, which only requires two firefighters at Station 15. To adapt to this staffing restriction, we are creating an ALS Engine – a fire engine fully equipped with advanced lifesaving medications and tools without transport capabilities. Our first principle objective is to have 6 min or less ALS staff delivery and provide fire operations “water on fire or rescue operations” with a fire truck in 10 min or less to all parts of the City.

**EMS Protocols:** We completed and will publish hard copies of our EMS protocols which will be added to every Department PDA and devices. These updated EMS protocols are aligned with Monroe County’s and Trauma Star’s protocols and mirror the latest care standards. CCT protocols have been revised and approved to provide the excellent level of care currently offered to those patients that are transported out of Fisherman’s Hospital to other higher acuity facilities out of jurisdiction. We also currently practice quarterly QI meetings with Fisherman’s Hospital staff to ensure the care provided before, during and after patient transfer continues to exceed expectations.

**Commission Meeting Report  
Key Colony Beach Police Department  
April 16, 2026, to May 12, 2026  
Sgt. Jamie Buxton**

**A. REPORTS**

1. **04/24/2026**  
**Report Number KCBP26OFF000019**  
**W Ocean Dr**  
**Grand Theft**  
**Result: Ongoing Investigation**
  
2. **04/25/2026**  
**Report Number KCBP26OFF000020**  
**7<sup>th</sup> St**  
**Accident no Injuries**  
**Result: Crash report completed**

**B. MEDICAL/ALARM CALLS**

**Total Calls: 3**

**C. CALLS FOR SERVICE**

**Total Calls: 29**

4/16/2026-Suspicious Vehicle-Sadowski Cswy-Vehicle parked in wrong driveway-Moved along-855

4/17/2026-Welfare Check-13100 O/S Hwy-Report of subject laying in bushes-Subject was ok and moved along-860

4/18/2026-Domestic Verbal-Sunset Park-Report of a couple arguing at park-They were just talking loud-860

4/19/2026-Trespassing Residence-E Ocean Dr-Subjects fishing on property-Gone upon arrival-860

4/20/2026-Animal Incident-13t st-Report of a loose dog. Dog was located and returned to the owner-858

4/20/2026-Suspicious Activity-Circle K-Report of subject writing down license plates at gas station-Subject was moved along and information card completed-857

4/22/2026-Illegal Camping-Sadowski Cswy Bridge-Report of Homeless subject living under the bridge-It was construction crew-857

4/22/2026-Reckless Driver-600 W Ocean Dr-Report of a reckless driver-Unable to Locate-858

4/23/2026-Traffic Offense-4<sup>th</sup> St-RV partially in roadway-Moved out of road-857

4/23/2026-Fraud-W Ocean Dr-someone attempted to open an account in their name-Nothing Taken-Only an attempt-Notified credit bureau-857

4/24/2026--Neighbor Problem-5<sup>th</sup> St-RP upset about renters-This is referencing ongoing issue with this residence-Renters were moving out-855

4/24/2026-Neighbor Problem-5<sup>th</sup> St-RP upset about renters-This is referencing ongoing issue with this residence-Renters were moving out-858

4/27/2026-Assist Citizen-W Ocean Dr-Statements to be picked up-855

4/29/2026-Assist Citizen-W Ocean Dr-Questions for Officer-855

5/02/2026-Assist Citizen-4<sup>th</sup> St-Report of vessel being too large for property-Property manager notified-Vessel being moved-855

5/02/2026-Assist Citizen-8<sup>th</sup> St-Subject needed assistance with getting his boat trailer-860

5/05/2026-Reckless Driver-Sadowski Cswy-Report of possible DUI-Unable to locate-858

5/06/2026-Trespassing Business-13100 O/S Hwy-Subject causing problems-Possibly took a drink-Clerk was unsure of the theft and just wanted them trespassed-860

5/07/2026-Disabled Vehicle-13100 O/S Hwy-Subject was having major car issues-Owners request for a tow service but they could not get there till the next day-Officer assisted in helping to find them a reasonably priced hotel for the night-860

5/16/2026-Welfare Check-Coral Lane-Apple watch fall alert-Negative Contact-Checked house, negative on anyone falling-856

5/06/2026-Lost Property-Circle K-Lost Phone-No phone found in store-858

5/07/2026-Trespassing Residential-15<sup>th</sup> Circle-Report of someone sleeping in a bedroom-Later found out that husband had given a friend permission to be there-856

5/08/2026-Welfare Check-Sadowski Cswy- iPhone crash alert-Nothing showing-858

5/08/2026-Trespassing Residential-7<sup>th</sup> St-Subject on property using BBQ Grill-subject claimed he was allowed to use it-Warning was issued-858

5/09/2026-Reckless Driver-E Ocean Dr-Report of subject doing burnouts-Unable to locate Driver-858

5/09/2026-Welfare Check-E Ocean Dr-Vehicle SOS-Accidental Activation-858

5/10/2026-Lost Property-Sunset Park-Lost Wallet-Has not been turned in yet-858

5/11/2026-Assist Citizen-11<sup>th</sup> St-Rp wanted to report suspicious activity that happened at a bar-858

5/12/2026-Found Property-Sunset Park-Wallet found-Owner was located-Due to not being in town-They will come later this week to pick up-856

#### **D. TOTAL WATCH ORDERS/NON-RESIDENTS**

Total: 25

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

Total: 12

#### **F. CITATIONS/WARNINGS**

1. Traffic Citations: 5
2. Traffic Warnings: 28
3. Code Citations: 0
4. Code Warnings: 4
5. Resource Checks/Marine Life: 0

## **G. 'ADDITIONAL EVENTS IN THE POLICE DEPARTMENT**

**On April 16th, Sgt. Buxton and Sgt. Buckwalter delivered a donation of pet food from local residents to the SPCA.**



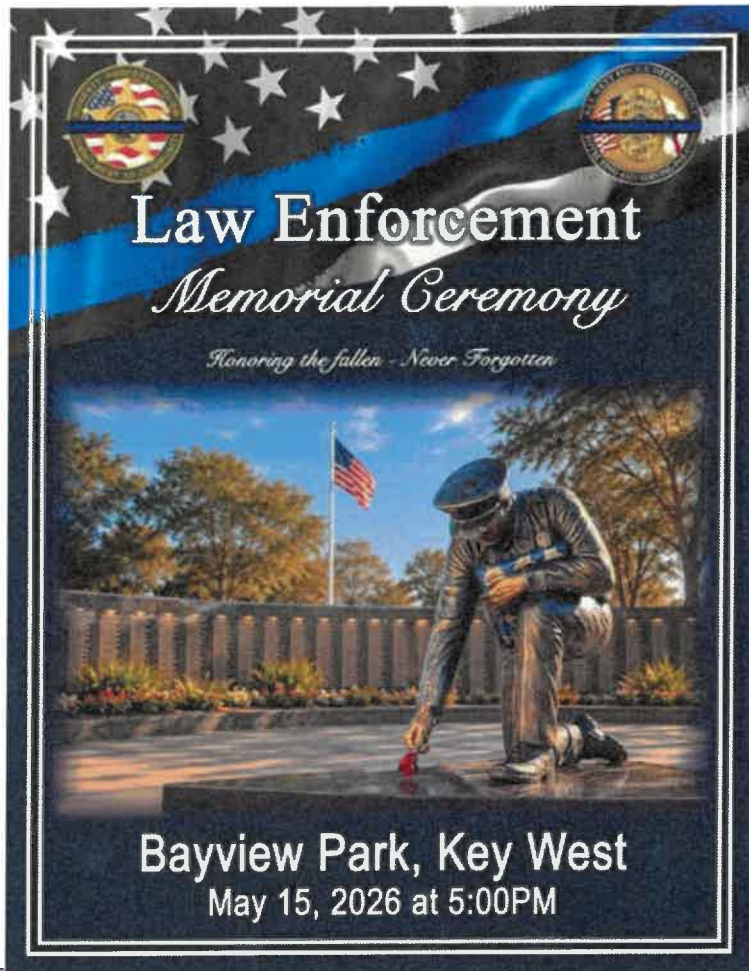
**On April 22nd, Ofc. Bethard assisted the MCSO Honor Guard during the graduation ceremony for Correctional Officer Training Academy Class #65.**



**On May 9th, Sgt. Buckwalter attended a Bike Rodeo in Key West to provide helmets to local children**



**Sgt. Buxton and Ofc. Bethard will attend the Law Enforcement Memorial Ceremony at Bayview Park on May 15th. Ofc. Bethard will also serve as a member of the Honor Guard during the event**



**Mark your calendars! The Kids Fishing Derby is set for June 17th, and planning is already in full swing.**

*The Key Colony Beach Police Department  
presents the 19th Annual*

**The Ron Sutton**

**FREE**  **FREE**

*memorial*  
**Kids Fishing Derby**

Sponsored by the City of Key Colony Beach and  
the Key Colony Beach Fishing & Boating Club

**June 17, 2026 / 8 am to 3 pm**



**Marathon Lady**



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

Spots limited to the first 50 kids.  
You must register ahead of time  
by June 8, 2026

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

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

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

**Donations are still being collected for the local law enforcement partners affected by the recent devastating fire. Please contact Sgt. Buxton if you would like to contribute. A sincere thank you to everyone who has already stepped up to help!**



*Our community comes together in times of need.* ♥



# HOUSE FIRE RELIEF FUND

Help support Mike Pettee and Tiffany Rodda as they rebuild after a devastating house fire.

 **TAX DEDUCTIBLE DONATIONS** can be deposited at any Keys Federal Credit Union location.

**DONOR NEEDS MEMBER NUMBER: 26046 S1.1**

All proceeds go directly to Mike Pettee and Tiffany Rodda and are fully tax deductible.

♥ COMMUNITY | ♥ COMPASSION | ♥ HOPE

*Thank you*  
FOR YOUR KINDNESS AND GENEROSITY.  
*Together, we can make a difference.* ♥

# SAFETY MEETING AGENDA

## Key Colony Beach Police Department

### MEETING DETAILS

Date: 5/12/2026

Time: Email

Location: Email

Meeting Lead: Sgt. Jamie Buxton

#### ATTENDANCE

Attendees: Sent via email. Sgt. Buckwalter, Ofc. Niemiec, Ofc. Burden, Ofc. Schlegel, Ofc. Bethard

#### ITEMS & DISCUSSION

##### Hydration

**"How Hydration Affects Performance.** When this happens, (clients) risk becoming dehydrated. This dehydration can lead to injuries, heat illness and even hyponatremia (low sodium in the blood), an excessive loss of sodium and imbalance of electrolytes. Dehydration can also make exercise seem more difficult, because of the increased strain placed on the body."

**"Good hydration supports normal energy levels, decreases risk of kidney stones, prevents constipation, and is associated with a reduction in urinary tract infections, high blood pressure, fatal heart disease and stroke. Fluids can come from a variety of sources including water, milk, 100% fruit juice, tea, coffee."**

(<https://www.bing.com/search?q=effects+of+hydration&form=ANSPH1&refig=a79857679383497e8aaa626c86b73e88&pc=U531>)

The police department has recently ordered a pallet of drinking water. It is in the city garage.

#### RESOLUTIONS

DISCUSSION: Drink more water/Stay hydrated.

#### CONCLUSION

DISCUSSION: Stay hydrated.

## Hydrate for Your Safety

Drinking enough fluids is one of the most important things you can do to prevent heat illness.

- ✓ Hydrate before, during, and after work.
- ✓ Drink 1 cup of cool water every 20 minutes - even if you aren't thirsty! Water is generally sufficient for short jobs. For longer jobs, drink an electrolyte-containing beverage.
- ✓ Avoid energy drinks and alcohol.
- ✓ Your work performance may suffer when you are dehydrated, even if you don't notice.



[osha.gov/heat](https://www.osha.gov/heat)

OSHA



**From:** Emily Simpson <[emilysimpson211@gmail.com](mailto:emilysimpson211@gmail.com)>  
**Sent:** Friday, May 8, 2026 10:27 AM  
**To:** KCB 852 <[kcb852@keycolonybeachpd.com](mailto:kcb852@keycolonybeachpd.com)>  
**Subject:** Thank You

Dear Officer Buxton,

I've been wanting to write this email ever since my cardiac arrest on February 9th to properly thank you for what you did for me that day.

Because of your quick actions, professionalism, and calm response during an incredibly frightening situation, I am alive today. I know first responders see people on some of the worst days of their lives, but I want you to know that your work had a profound impact on me and on everyone who loves me.

I'm happy to share that I am recovering well and am now back home in Massachusetts. I woke up from my medically induced coma on February 11th — my 34th birthday — without any significant impairment, thanks in large part to your quick action that day. Because of you and the other first responders, I was able to make it to that birthday, which truly became the best birthday present I could ever receive: another chance at life.

I think about how different the outcome could have been without your help that day. Your training, compassion, and willingness to step in during an emergency gave me more time with my family, friends, and loved ones, and I will never forget that.

Please also extend my thanks to everyone else who responded and cared for me. I'm looking forward to visiting Marathon again next February under much better circumstances.

With sincere gratitude,  
Emily Simpson

## Code Enforcement Activity Report

Reporting Period: April 9 – May 12, 2026

### 1. Solid Waste, Recycling & Yard Debris Compliance

The primary focus of this period was on strict enforcement of local waste ordinances, targeting bins left out past the 24-hour limit, collection on incorrect days, and unpermitted debris accumulation.

**Warnings & Inspections:** Issued multiple verbal and written warnings across various residential zones (including 1st, 2nd, 3rd, 4th, 5th, 7th, 9th, 10th, 11th, 12th, 13th, 14th Streets, Sadowski, and E. Ocean Dr.) for failure to retrieve garbage/recycling bins within 24 hours, overfilled bins, unflatten boxes, and over-height palm frond piles.

**Education: Verbally** educated multiple residents and renters on correct pickup schedules and proper bin usage.

#### Citations Issued:

291 9th St: Citation issued for yard debris left on the curb for over a week following two unheeded telephone warnings. *Status: Case closed; fine paid in full.*

320 5th St: Citation issued to renter and mailed to the owner for severe accumulation of open garbage bags on the ground and mixing household garbage into recycling/yard bins.

290 14th St: Citation issued for leaving six yard-waste bins on the street past the 24-hour post-collection limit after a prior written warning.

520 12th St: Citation issued for garbage bins left on the street past the 24-hour limit.

**Major Compliance Resolutions:** Successfully forced the clearance of a major, long-standing "mountain" of palm frond debris on a vacant lot at 220 1st St under threat of immediate citation; case closed. Coordinated with Marathon Garbage Co. for a bulk item pickup on 12th St and localized litter removal on Coury Dr.

### 2. Vacation Rental & Licensing Enforcement

Staff actively audited active online rental advertisements against city records to ensure tax and licensing compliance.

License Verifications: Routinely cross-referenced property manager contacts with active short-term rental licenses during routine violations (e.g., at 41 Sadowski, 150 9th St, 580 11th St, and 110 13th St).

Major Case Update (320 5th St): Conducted field inspections to confirm ongoing tenant occupancy for an unlicensed rental operation. Worked closely with the City Attorney to finalize legal documentation and prepare for the formal Code Enforcement Hearing scheduled for May 13, 2026.

### **3. Building Code, Marine, & Zoning Inspections**

Permit Verifications: Partnered with Building Code Enforcement to investigate unpermitted work:

Investigated a dock/waterway construction site at 861 12th St to ensure structural permits were in place.

Checked active excavation and landscape removal at a property on 13th St to confirm no unpermitted pool work was occurring.

Verified structural/renovation compliance at 928 & 938 W. Ocean Dr.

Marine / Waterway Encroachment: Issued a 7-to-10-day notice to 311 4th St requiring a formal plan of action to remove a large anchor. Owner replied and is in the works of filing a variance.

Pool Safety Citation: Issued a formal citation at 190 15th Circle Dr for a recurring violation regarding an unsecured main perimeter gate protecting a backyard pool.

Environmental Protection: Addressed a turtle lighting non-compliance complaint at 755 W. Ocean Dr directly with the property's maintenance staff to ensure immediate correction.

### **4. Vehicle, Trailer, & Right-of-Way (ROW) Management**

Boat Trailer Lot: Executed a comprehensive inventory of the city's Boat Trailer Lot to identify missing revenue/renewal tags, manually applying several up-to-date renewal stickers.

Right-of-Way Violations: Cleared stray garbage bins blocking the city bike path. Addressed illegal/parallel parking of large trailers at 701-711 9th St, 330 13th St, and 331 12th St by contacting property managers for immediate relocation. Ordered a trailer parked too close to the roadway right-of-way at 580 11th St to be moved back onto the private driveway.

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## **Public Works Staff Report**

### **Report for May 21<sup>st</sup>, 2026 – City Commission Meeting**

- Constructed ADA ramp to post office
- Replaced battery, police F150 truck
- Justin attended Certified Playground Safety Inspection class
- Mike renewed turf and ornamental pesticide license
- Trained new employees Sergio Morales and Cedric Goethals
- Repaired code enforcement golf cart
- Removed dead tree on Golf Course
- Tented the workshop, golf shop and pro shop for termites
- Installed three mini libraries
- Herbicide weeds citywide
- Cleaned up pallets and debris left by US Water around plant
- Installed rearview mirror on Polaris UTV
- Prepped Marble Hall for ceiling removal
- Work with Beatification on Desert Rose transplants
- Assisted Beatification with causeway flowers
- Removed coconuts at Sunset Park
- Detailed Restroom trailer
- Repaired floats on automatic dog bowls
- Replaced “no jumping” signs on pier, replaced missing tennis court rules on the south entrance gate and updated Sunset Parks rule sign
- Replaced faded identification decals on East Park playground equipment
- Replaced tire on Ram 2500
- Replaced tires on police f150
- Performed preventative maintenance on police F150
- Cleaned storage closets at Marble Hall
- Trimmed tree off bocce court
- Hedged East Park
- Edged Sadowski causeway cleaned Clara, Coral and street swept Sadowski
- Prepped and put up for auction two surplus police vehicles
- Oversaw ADA improvements to Sunset Park Pier and connected bait station to water
- Treated 7<sup>th</sup> Park for chinch bugs
- Cleaned pavers by 7<sup>th</sup> street restroom, bocce and the shuffleboard court surface

Thank you,

Mike Guarino

Public Works Department Head

**City of Key Colony Beach**  
**Public Works Safety Training Documentation Form**

<b>Date:</b>	5/12/26	<b>Location:</b>	Shop
<b>Time:</b>	0700	<b>Meeting Lead:</b>	Mike Guarino

**Attendees:** Justin Luisi, Esteban Cabrera, Sergio Morales, Cedric Goethals & Mike Guarino

**Absentees:**

***Topic: Working Around Heavy Equipment***

**1. Introduction and Presentation of Topic:**

We watched safety video about working around heavy equipment.

**2. Discussion, Questions and Concerns:**

We talked about the importance of looking before moving equipment. It was discussed that even when a safety perimeter is set up with cones, people will still enter, you must always check.

**3. Conclusion:**

You need to show up to work alert and focus on the task at hand without any distractions. You need to constantly check your surroundings while operating and make visual contact and thumbs up sign to operator before entering the exclusion zone.

**Building Department Staff Report**  
**Report for May 2026– City Commission Meeting**

**Tony Loreno – Building Official**

- Building inspections conducted: 82
- Plan reviews completed: 48
- 40 rental-renewal safety inspections were completed.
- 10 new construction projects remain active.
- 1 Certificate of Occupancy was issued for a newly completed residence.
- Four permits were identified as nearing expiration; contractors were formally notified and qualified for State Emergency Executive Order permit extensions.
- Daily support continues for the Vice Mayor Colonel and the City Hall renovation project, including on-site coordination, progress monitoring, and ensuring Marble Hall remains accessible and functional throughout construction.
- Coordination is being finalized with a local marine and seawall engineer to review documented photos and assessments of seawalls identified as needing repair. An assessment and recommendation letter is being prepared to accompany outreach to affected homeowners.
- Minor surface repairs on the Sadowski Bridge have been completed as part of preventative maintenance. The annual FDOT inspection found the bridge in excellent structural condition, with only minor above-waterline repairs required.
- Work continues on developing standardized inspection reports and checklists to improve documentation consistency, correction notices, and long-term recordkeeping. These tools are the first of their kind for the Building Department.
- Professional development is ongoing, including studying and completing required coursework in preparation for the third Florida DBPR Building Code Administrator & Inspector Board exam.
- Annual rental-renewal safety inspections are underway, with 100 rental safety inspections completed this month. This new workflow has significantly increased activity and is helping establish benchmarks, time-and-motion data, and process standards for future inspection cycles. The city has more than 700 short-term rentals, each requiring an annual safety inspection, making this a major ongoing operational responsibility.

**Samantha Rodamer – Building Assistant**

- Permits Issued: 43
- Permits Closed: 56
- Rental inspections conducted: 96
- Reviewed permit applications for completeness.
- Received, coordinated, and completed sewer locates with US Water.
- Responded to questions regarding received property inquiry forms.
- Completed record request as needed.
- Scheduled a multitude of inspections & organized Building Official’s daily inspection schedule.
- Completed multiple Contractor Registrations and updated previously registered Contractor’s records.

- Aided contractors and owners with permit-related questions.
- Attended various construction meetings with city staff, contractor, and private inspection service.
- Managed and maintained a detailed log of inspections completed on the City Hall construction project.
- Managed and input all rental inspection reports.
- Issued the Certificate of Occupancy for a new construction project: 230 15<sup>th</sup> Circle.
- Completed the May schedule for vacation rental inspections & began organizing the schedule for June.
- Finalized and submitted FY Q2's payment report for Building Surcharge Fees to DBPR.
- Worked alongside Mike Guarino to complete the keying schedule for City Hall.
- Assisted with the administrative aspects of executive order permit extensions.
- Organized and provided documents from the Building Department to be added to meeting agendas.
- Created a notification process within our permitting system to notify when permits are approaching expiration.
- Continued to reach out to contractors with past expired permits to clean up our system.

## **City Hall Staff Report**

### **Report for May 21<sup>st</sup>, 2026 – City Commission Meeting**

#### **City Clerk Silvia Roussin**

- Three candidates have been pre-qualified. Mayor Foster, Commissioner Diehl, and Lynne Benton (Conkling) have announced their candidacy for the two open seats in the upcoming November election. The official Qualifying Period opens June 8 at noon and closes June 12 at noon, which is the deadline for official candidacy qualifying.
- Continued providing notices of upcoming election deadlines for potential candidates and publishing legal notices in coordination with the Supervisor of Elections Office.
- Conducted the CDBG Workshop and the second public meeting, and provided all required documentation to the Grant Management Team to complete the CDBG Grant Application.
- Attended the 2026 Supervisor of Elections Candidate Forum on April 18.
- Entered into an agreement with CivicPlus to convert all PDF website documents into fully accessible HTML versions to comply with new federal ADA accessibility requirements.
- Continued communications with AT&T regarding the removal of the old overhead wiring.
- Completed onboarding for two new employees.
- Received reimbursement requests for Stormwater and Wastewater projects. City Hall reimbursement processing remains underway. Continued grant management and coordination with the State and the City's Grant Manager, including ongoing updates to the Grant Expense Spreadsheet to track expenditures and reimbursements.
- Attended City Hall Construction Progress Meetings, coordinated with city staff and the contractor, and provided ongoing administrative support.
- Completed all public notice requirements for Code Amendments, outgoing bids, and variance requests.
- Scheduled Special Meetings and Emergency Meetings for the City Commission, as well as a Code Hearing before the Special Magistrate.
- Prepared for and attended the Utility Board Meeting, Beautification Committee Meeting, Recreation Committee Meeting, and City Commission Meetings, and completed corresponding meeting minutes.
- Provided various updates and notices to residents regarding current city events.
- Attended the monthly legal meeting with the Mayor and City Administrator.
- Responded to citizen correspondence and public records requests in accordance with statutory requirements.
- Processed payroll reports, ACH transactions, FRS and IRS reporting, and wire transfers.
- Managed daily general correspondence and ongoing human resources tasks.

#### **Administrative Assistant/Business Tax Licenses Par Darnall**

- Conducted the Property Manager Class on May 5, including preparation and coordination; issued Certificates of Completion to qualified attendees.
- Processed and issued rental licenses, ensuring full application compliance; handled both short-term and long-term rentals, including trailer rentals.
- Managed multiple owner transfer applications.

## **City Hall Staff Report**

### **Report for May 21<sup>st</sup>, 2026 – City Commission Meeting**

- Facilitated and supported Zoom meetings for Beautification, Recreation, Utility, Planning & Zoning, City Commission, Special Commission meetings, Fair Housing workshop, and Small Cities Community Development.
- Provided Front Desk coverage during staff absence.
- Added several new contracts and agreements to a tracking spreadsheet; updated the calendar accordingly.
- Added Recreation agenda and minutes to the KCB Website and sent out a Constant Contact.
- Requested reports be generated from CitizenServe for current property managers, owners, and Local Contacts.
- Uploaded the updated property managers, owners, and local contacts from CitizenServe to Constant Contact for email addresses for upcoming Renewals.
- Created a letter to all property owners, managers, and local contacts informing them of the timeline for the new renewal applications.
- Sent an email blast through Constant Contact with a letter informing owners, managers, and local contacts about the timeline for renewals for the 2026-2027 season.
- Sent compliance notifications to property owners regarding unlicensed rental activity.
- Sent monthly email to Silvia with new property owners and Contracts/agreements that will expire in the upcoming months.
- Working on clearing up the old credits on CitizenServe.

#### **Administrative Assistant/Bookkeeper Linda Jones**

- Learning to create monthly warrant reports and summary reports.
- Signed up and started an online QuickBooks/bookkeeping course.
- Worked with Par in identifying credits owed to owners for permits.
- Recording all donations to the city.
- Recording all wastewater pump-outs.
- Reconciled all bank accounts and credit cards.
- Provide Silvia and staff with the sewer aging report upon request.
- Cut checks and paid incoming invoices.
- Filed all paid invoices.
- Managed daily ACH returns and questionable checks presented for payment.
- Applied payments to outstanding invoices.
- Helped property owners with their sewer bills and payments.
- Created and emailed commercial sewer bills.
- Created Beautification and Recreation reports.
- Maintained spreadsheet for Golf Course utility payments
- Processed various refund requests from building and business departments.
- Made and recorded various transfers per Jennifer and Silvia.
- Recorded semi-monthly payroll transactions in QuickBooks.
- Deposited and recorded multiple payments for sewer invoices.
- Keep track of all P&P and Forte electronic payments and deposits.

## **City Hall Staff Report**

### **Report for May 21<sup>st</sup>, 2026 – City Commission Meeting**

#### **Administrative Assistant/Front Desk Cheryl Baker**

- Upload all 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.
- Answer property inquiries. 11 total for April.
- Scan and shred documents to become digital
- Maintain bulletin boards at City Hall, Post Office, and Marble Hall.
- Prepare all Birthday and Christmas cards for staff to sign. Mail or give it to the recipients.
- Update website and Constant Contact with upcoming events and activities.
- Order and maintain office supplies.
- Communicate with KCBCA on merch sales in the office and collect money.
- Collect money donations.
- Receive Bid packets, time stamp, and distribute.
- Promote and organize blood drives.
- Short-term trailer parking 11
- Sunset Park Rentals 3
- LT trailer parking 118
- Boats on trailers 3

#### **Upcoming**

05-25-2026 Memorial Day – City Hall closed  
05-27-2026 Architecture and Engineering Services Committee Meeting No. 1  
05-28-2026 Basketball Bid Opening  
06-09-2026 Beautification Committee Meeting 10:00 AM – Zoom only  
06-09-2026 Architecture and Engineering Services Committee Meeting No. 2  
06-11-2026 Recreation Committee Meeting 10:00 AM – Zoom only  
06-16-2026 Utility Board Meeting 3:30 PM  
06-17-2026 Planning & Zoning Board Meeting 3:30 PM  
06-18-2026 City Commission Regular Meeting

## 5-12-2026 Beautification Meeting

4<sup>th</sup> July Celebration in KCB. Patriotic banners will be on display along Ocean Dr. Celebration banner and flag buntings will be purchased, Discussed small flags on sticks at post office, bridge planters, what's your hurry sign, sunset park. Ideas? Approved \$500.

Work party at the Mounds garden (Sadowski near bridge) where desert loving plants were added (donated by Kimeron Lisle), cleanup of old debris and 10 bags of mulch were added.

Hanging and bridge planters are thriving in the sunshine. Plants that do best are Super Petunias, Vinca, Lantana, Sun Patients.

Asked Doug to include the plantings around the memorial garden in the city hall's new landscape design.

Little Libraries have been installed at 1<sup>st</sup> St Park, 7<sup>th</sup> st playground and Sunset park. Thanks PW! We had a good response for book donations. Silvia will find a place for book storage. Sally Cherry from Rec will take over maintenance.

PW replaced the old, broken flower pots with big beautiful blue planters for our 2 desert rose plants at Water Front Park. Perfect color choice. Thanks PW!

Request missing Trinets at the Front Garden mounds be replaced. Approved \$500.

We received approx 15 donated orchids from snowbirds. They were attached to trees at sunset park and in a newly built by David McKean Orchid center at Coconut path. We have approved \$500 for purchase of more targeting those that have just bloomed for a discount. These will be placed on trees at the coconut path and Sunset park.

Approved \$10,000 to repair the damage that dumping the storm water in the Shelter Bay pond caused. David has submitted details.

Triangle area where Palms were transplanted along Sadowski (NE corner city hall). Doug is waiting for quote to landscape and add irrigation.

Discussion of plantings along 8<sup>th</sup> St 4<sup>th</sup> Green. Is this Beautification or Rec? Perimeter is Beaut whereas golfing area is Rec? Recommendation to come next month.

# MINUTES

## KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, March 19<sup>th</sup>, 2026 – 3:30 PM  
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 Regular Meeting and Public Hearing was called to order by Mayor Freddie Foster at 3:30 PM, 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:** City Attorney Jimmie Hicks, City Attorney Scott Black, City Administrator John Bartus, Building Official Tony Lorenzo, Police Sgt. Jamie Buxton, Public Works Department Head Mike Guarino, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Recreation Committee Chair Cindy Catto.

**Public Attendance:** 14

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 read the proposed agenda additions into the record.

Under Item 7 for Discussion Action Items:

- Deletion of Item 7e. Discussion/Approval for the Engineering Service Agreement for KG011
- Under Item 7f: A revised proposal by Holland & Knight with a corrected scrivener's error on page 64.
- A new Item 7h: For the after-the-fact approval of emergency digester pump-out services by Nationwide Plumbing Service for \$17,472.00, along with approval for payment to Haack Environmental for the same services amounting to \$24,562.00. As a new Item 7k, based on the Utility Board's recommendation, two additional invoices from Nationwide were received, bringing the total to \$25,792.00.
- A new Item 7i: Discussion/Approval of a proposal by Reynolds Construction for WRF upgrades totaling \$25,206.16 (ARV & Air Separator Tank Replacement), per the recommendation of the Utility Board.
- A new Item 7j: Discussion/Review of the recommended options provided by CPH regarding the existing concrete slab and pin piles, and CPH proposal for slab engineering **\*\*TBA\*\***
- A new Item 7k – Discussion/Approval of Pedro Falcon Contractors, Inc's Request for Change Order 007 – Revise Specifications for Windows and Storefronts (\$13,043.65 and request for 39-day contract extension or 34-day extension if PCO 009 is approved for 34-day extension request.
- A New Item 7l - Discussion/Approval of Pedro Falcon Contractors, Inc's Request for Change Order 009 – 34-day contract extension request (\$0.00, no monetary change to contract amount).

Under Item 8 Ordinances & Resolutions

- Deletion of the Adoption of Resolution 2026-04 to allow additional Commissioner comment.

Under Item 11 Commissioner's Reports and Comments

- Under 11a. Commissioner Harding: The addendum to the Wastewater Report
- Under 11d. Commissioner DiFransico: Comments on the Watershed Plan

**MOTION:** Motion made by Commissioner DiFransico to approve the agenda with changes. Commissioner Diehl seconded the motion.

**DISCUSSION:** City Attorney Hicks advised on the urgency of the agenda additions under Item 7, the recentness of the items coming to the Commission's attention, and the need for the Architect's input at a follow-up meeting the next day. Mayor Foster disclosed that Items 7j through l will be heard the next day at 10:00 AM, that the agenda additions are urgent, and that they require addition to today's agenda.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

### 3. Special Requests

- a. Proclamation designating March 2026 as National Athletic Training Month: Mayor Foster read the Proclamation into the record and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

The Proclamation was adopted.

- b. Fishing & Boating Club Donation: The Fishing & Boating Club presented the City Commission with a \$1,000.00 donation toward the Sailfish Statue.

### 4. Citizen Comments and Correspondence

The City Clerk's Office received the following correspondence:

February 20, 2026 – Sue Bartkus, KCB resident, wrote to the City Commission expressing objections to Wi-Fi and cameras in the park, a fishing pier at Sunset Park, license plate readers, the police boat, and general concerns regarding changes in the City over recent years.

February 23, 2026 – Patricia Evangelista, KCB resident, wrote to the City Commission in support of a public discussion regarding license plate readers and the agreement between the City and the U.S. Department of Immigration and Customs Enforcement (ICE).

March 10, 2026 – Laurie Swanson, KCB resident, wrote to the City Commission requesting support for resident Dick Harper in completing renovations following Hurricane Irma and for consideration of reasonable fines.

March 11, 2026 – Stan Kid wrote to the City Commission requesting consideration of fines for Dick Harper and support for allowing completion of outstanding work on his residence.

March 11, 2026 – Dick Harper, KCB resident, wrote to each City Commissioner, submitting a proposal for consideration of fines and requesting authorization to resume work on his residence.

March 16, 2026 – Sandy Bachman, KCB resident, wrote to the City Commission requesting clarification from the Police Department regarding the scope of the agreement.

City Clerk Roussin corrected an error in last month's report on citizen correspondence. She reported that she had incorrectly stated that Roy Virost had requested that the speed limit be lowered to 20 MPH. Mr. Virost's correspondence was, in fact, in opposition to lowering the speed limit. City Clerk Roussin apologized for this error and any confusion it may have caused.

Mayor Foster asked for citizen comments.

David Evangelista, 838 W. Ocean Drive, spoke about the bid received and the subsequent award for the basketball court project. He recommended holding a pre-construction conference with the selected contractor to ensure the contract requirements are clearly understood, potential issues are addressed in advance, and compliance is maintained. Mr. Evangelista offered his assistance to the Commission.

David Evangelista also reported recent damage to the bocce courts, allegedly caused by motorized activity over a short period, tire tracks on the golf course near the 9th green, and the use of bicycles on the tennis courts. Mr. Evangelista referenced a January letter addressing the need for a multi-use activity area and reiterated prior suggestions to expand the basketball court footprint if space allows.

Cindy Catto, 601 W. Ocean Drive, commented on her previous City Commission meeting comments, stating that citizens need to be involved in a direct discussion about the license plate reader on Sadowski Causeway and about Police involvement with ICE, and asked Commissioner Harding to provide additional information later in the meeting. Cindy Catto also commented on the agreement with ICE and questioned why it had not been discussed at a public meeting.

Sandy Bachman, 171 8th Street, agreed with the previous speaker and expressed surprise that the agreement with ICE was not mentioned in previous meetings, emphasizing the importance of discussing important matters during a City Commission meeting.

Fred Swanson, 620 9th Street, updated on a detained high school student currently in custody in California, with uncertainty about due process and concerns about cameras, data, and who receives it, and suggested holding a workshop to further discuss the matter.

Mayor Foster shared his perspective on the matter and agreed that the ICE agreement should have come before the Commission for discussion and approval. Mayor Foster noted that other departments and agencies of law are supported by the City and that ICE is an agency of law as well. Mayor Foster commented on expectations for Officers to do their job, be aware of Commissioner DiFransico's concerns, and have the matter on the agenda for next month for open discussion. Commissioner DiFransico suggested a public workshop to provide information on the License Plate Readers and the ICE agreement. Mayor Foster commented that Commissioner Harding's comments later in the meeting should clarify the question about the License Plate Readers.

There were no further comments.

- 5. Committee and Department Reports** (*written reports provided; Staff and Board Chairs available for questions*)
- a. **Marathon Fire/EMS – Marathon Fire Chief Muro.** Mayor Foster commended Fire Chief Muro and Sgt. Buxton for their actions during an emergency involving a family member at his house. Fire Chief Muro thanked the Mayor for the recognition and requested that Sgt. Buxton be recognized for her previous lifesaving efforts at the April Marathon City Council meeting. Chief Muro continued with his March statistical report, covering service calls and providing details on monthly reports. Chief Muro reminded residents about ongoing CPR certification courses at no cost. Fire Chief Muro reported that all County helicopters are in service and provided further information on traffic concerns related to the injection well project in Marathon and on FDOT safety requirements.
  - b. **Police/Code Department – Sgt. Jamie Buxton**
    1. **Promotion of Officer Buckwalter to the rank of Sergeant:** Sgt. Buxton requested that the official swearing-in of Sgt. Buckwalter be deferred to a future meeting so Chief DiGiovanni could attend. Mayor Foster had no objections. Commissioner Harding asked for an update on the damaged traffic speed sign on W. Ocean Drive. Mayor Foster noted that the matter is still under review by the insurance company regarding reimbursement of the deductible from the individual who caused the damage. Commissioner Harding asked about education for residents on refrigerator disposal, and Sgt. Buxton explained that information has been provided via social media.
  - c. **City Administrator – John Bartus**
    1. **Legislative Budget Update by Ron Book:** City Administrator Bartus provided information on monitoring legislation related to finalizing the budget and Stewardship allocations. City Administrator Bartus reported that evaluations with Commissioners are underway. Discussion followed on possible property tax reform and legislative direction. City Administrator Bartus further reported that the boat ramp grant is on schedule.
  - d. **Public Works – Public Works Department Head Guarino**
  - e. **Building Department – Building Official Loreno**
  - f. **City Hall – City Clerk Roussin**
  - g. **Beautification Committee – Chair Bachman**
  - h. **Planning & Zoning Board – Chair Lancaster**
  - i. **Recreation Committee – Chair Catto**
  - j. **Utility Board – Chair Swanson**

6. **Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
- a. Approval of the following City Commission Meeting Minutes
    - 1. 02-19-2026 City Commission Regular Meeting Minutes
  - b. Approval of Warrant No. 0226 for \$689,664.67

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

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

7. **Discussion Action Items**
- a. **Discussion/Award of ITB 2026-02: Pickleball Shade Structure Project**
    - 1. Recommendation by the Evaluation Committee

Mayor Foster spoke on the recommendation regarding the Pickleball Shade Project, with City Administrator Bartus confirming that all bidders were deemed non-responsive because not all bid requirements were included. Mayor Foster suggested waiving the requirement for all three bidders and recommending awarding the bid to Bliss, the lowest bidder, for either the three or six sail shades, depending on financial stability and the availability of funds. Commissioner Harding suggested approving the six shades for \$255,000.00.

**MOTION:** Motion made by Mayor Foster to approve the bid for \$255,000.00. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

Commissioner Harding reminded of the September 30th grant deadline.

- b. **Discussion/Award of ITB 2026-03: Basketball Half Court Project**
  - 1. Recommendation by the Recreation Committee

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

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

**DISCUSSION:** Commissioner Harding agreed with David Evangelista's earlier comments on a pre-construction meeting and suggested a pre-meeting with the contractor to ensure all requirements are met. He also commented on the possibility of widening the court. Mayor Foster noted residents' new e-bikes in the city and expressed concern that a wider court would not stop children from riding their bikes in places where it is not allowed. David Evangelista discussed different activity needs for the multi-use area, followed by a discussion of vandalism, possible expansion of the court, and plans for walking paths. Mayor Foster discussed the upcoming Pervious Paver Project and suggested paving the walkway at a later date. Commissioner DiFransico suggested a project manager for the basketball project, followed by a discussion of timelines for the basketball and Pervious Paver projects.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- c. **Discussion/Approval of a Recommendation by the Recreation Committee to appoint Sally Cherry as 1<sup>st</sup> Alternate and Lisa Joseph as 2<sup>nd</sup> Alternate to the Committee**
  - 1. Residency Waiver Requirement for Lisa Joseph required (Sec. 12-3 Code of Ordinances)

Mayor Foster introduced the agenda item and recommended approving both applicants and waving the residency requirements for Lisa Joseph.

**MOTION:** Motion made by Mayor Foster to approve both applications and waive residency requirements for Lisa Joseph. Commissioner Diehl seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- d. **Discussion/Approval of a Recommendation by the Recreation Committee to establish a Fact-Finding Committee staffed with Community Members interested in golf to research the various ways the Golf Course might be managed after Daryl Rice's contract is completed.**

Mayor Foster noted that the suggestion had been made early in the process and raised concerns about possible Sunshine Law violations within the Committee, noting that legal had advised against forming it. City Attorney Hicks advised that the Committee was more likely to be an advisory board than a fact-finding committee. Mayor Foster advised on the feasibility of holding a workshop and inviting citizen comments. Commissioner Harding suggested holding a workshop in November, when residents return for the season. Vice-Mayor Colonell supported the idea and suggested that Recreation Committee Chair Cindy Catto start researching the matter. Cindy Catto confirmed she could start researching and recalled receiving an unsolicited letter about possible Golf Course management, which had started the conversation. Cindy Catto expressed a desire for community involvement and to be ahead of the matter. Mayor Foster said the discussion would be held at a later date, but for now, the item would be pulled from the agenda.

**MOTION:** Motion made by Commissioner Harding to postpone the discussion. Commissioner Diehl seconded the motion.

**FURTHER DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- e. ~~Discussion/Approval of CPH's Fee Schedule for the Engineering Service Agreement for the Ocean Drive Water Quality Improvement Project for \$241,280.00 \*\*deleted\*\*~~

The agenda item was deleted, but a brief discussion followed on the proposed agreement and scope of the project.

- f. **Discussion/Approval of a proposal by Holland & Knight for Bond Counsel Representation not to exceed \$30,000.00.**

Mayor Foster introduced the agenda item and asked Commissioner Harding to elaborate. Commissioner Harding provided background on the proposal and its relationship to the loan process for the City Hall project. Commissioner Harding recommended approval of the agreement, authorizing the bond council to support the City Attorney's office by executing the loan agreement correctly. There was no further discussion, and Mayor Foster asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- g. **Discussion/Approval for the Release of a Request for Proposals for 2026 Tax-Exempt Loan Financing**

Mayor Foster introduced the agenda item and asked Commissioner Harding to elaborate. Commissioner Harding discussed the Request for Proposal from financial institutions, up to three million dollars, requesting fixed rates and fees. Mayor Foster asked for a motion to approve.

**MOTION:** Motion made by Commissioner Harding to approve the proposal for solicitation. Vice-Mayor Colonell seconded the motion.

**FURTHER DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- h. For the after-the-fact approval of emergency digester pump-out services by Nationwide Plumbing Service for \$17,472.00, along with approval for payment to Haack Environmental for the same services amounting to \$24,562.00. \*\*Agenda Addition\*\***

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

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

**DISCUSSION:** Commissioner Harding asked for clarification on the need for approval of the Haack invoices. City Clerk Roussin confirmed the motion to include the after-the-fact approval for Nationwide Plumbing, totaling \$25,792.00, and the Haack invoice for \$24,562.00. City Clerk Roussin also clarified that Nationwide Plumbing had been paid via credit card and that Haack had an outstanding invoice awaiting payment.

**ON THE MOTION:** Roll call vote. Unanimous approval.

- i. Discussion/Approval of a proposal by Reynolds Construction for WRF upgrades totaling \$25,206.16 (ARV & Air Separator Tank Replacement), per the recommendation of the Utility Board. \*\*Agenda Addition\*\***

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

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

Mayor Foster announced that Items 7j through l would be continued and heard at 10:00 AM the following day.

- ~~**j. Discussion/Review of the recommended options provided by CPH regarding the existing concrete slab and pin piles, and CPH proposal for slab engineering**~~

- ~~**k. Discussion/Approval of Pedro Falcon Contractors, Inc's Request for Change Order 007 — Revise Specifications for Windows and Storefronts (\$13,043.65 and request for 39 day contract extension or 34 day extension if PCO 009 is approved for 34 day extension request.**~~

- ~~**l. Discussion/Approval of Pedro Falcon Contractors, Inc's Request for Change Order 009 — 34 day contract extension request (\$0.00, no monetary change to contract amount).**~~

## **8. Ordinances & Resolutions:**

- a. SECOND/FINAL READING OF ORDINANCE 2026-508:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Ordinance 2025-497 Future Land Use Policy 1.5.1 For A Scrivener's Error Regarding Plan Densities For Commercial, Resort, And Public Buildings The Intensity Shall Be At Least 20% Of The Lot; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

1. Ordinance 2026-508
2. Business Impact Statement
3. Proof of Publication

Mayor Foster provided the second and final reading of the ordinance and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

The ordinance was adopted.

- b. SECOND/FINAL READING OF ORDINANCE 2026-509:** An Ordinance Of Key Colony Beach, Florida, Adding Section 6-45 Seawall Conditions; Compliance Requirements; Enforcement To Chapter 6 Buildings, Article II Dangerous Structures; Adding Section 9-13 Concerning Violations Of Section 6-45 For Business Tax Receipts

Purposes To Chapter 9 Business Taxes, Permits And Business Regulations, Article I In General; Amending Section 9-28 Concerning Violations Of Section 6-45 For Residential Rentals To Chapter 9 Business Taxes, Permits And Business Regulations, Article II Residential Rentals; Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

1. Ordinance 2026-509
2. Business Impact Statement
3. Proof of Publication

Mayor Foster provided the second and final reading of the proposed ordinance and asked for a motion to approve.

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

**DISCUSSION:** The Commission discussed the timelines set in the ordinance.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

The Ordinance was adopted.

- c. **FIRST READING OF ORDINANCE 2026-510:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

Mayor Foster provided the first reading of the ordinance and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- d. **RESOLUTION 2026-03:** A Resolution Of The City Of Key Colony Beach, Florida, Amending Chapter 1 – General Provisions, Section 1-10 – Organization Of Code Enforcement; Providing For An Updated Schedule Of Violations And Penalties; And Providing For An Effective Date.

Mayor Foster provided the reading of the resolution and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

The Resolution was adopted.

- e. ~~**RESOLUTION 2026-04:** A Resolution Of The City Of Key Colony Beach Board Of Commissioners, Florida, Adopting the 2026 County Watershed Management Plan; Providing For An Effective Date. \*\*Deleted\*\*~~

- f. **RESOLUTION 2026-05:** A Resolution Expressing The Intent Of The City Of Key Colony Beach, Florida To Incur Costs Related To Various Capital Improvements; Expressing The Intent For Purposes Of Compliance With United States Treasury Regulation Section 1.150-2 To Reimburse With Proceeds Of Revenue Notes The Capital Expenditures Made With Respect To Such Capital Improvements In An Aggregate Principal Amount Not Exceeding \$3,000,000; And Providing An Effective Date.

Mayor Foster gave the reading of the resolution and asked for a motion to approve.

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

**DISCUSSION:** Commissioner Harding confirmed that it is only necessary to have one reading because it is a resolution.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## 9. Secretary-Treasurer's Report

### a. February 2026 Financial Summary

Commissioner Harding provided the February financial report, updated on revenue and ad valorem taxes, and shared state revenue and expenses. Commissioner Harding reported that the Building Fund year to date is in good shape, with revenue and expenses low. Commissioner Harding reported on Wastewater and Stormwater, including grant funding, expenditures, and grant reimbursement. Mayor Foster reminded of upcoming work to be expensed from the Stormwater fund. Commissioner Harding reminded of the upcoming annual Stormwater assessment review. Mayor Foster commented on the anticipated start of the pervious paver project.

**10. City Attorney's Report:** The Commission had no questions for City Attorney Hicks.

## 11. Commissioner's Reports & Comments

### a. Commissioner Harding

1. Wastewater Sampling Weekly Report for March 16<sup>th</sup>, 2026: Commissioner Harding reported that COVID levels are down, no Flu has been detected, and minor levels of RSV virus and low levels of COVID are being detected in the State.
2. Drought Update for water levels: Commissioner Harding updated on drought levels and provided the update given by the South Florida Water Management District, and provided data on the current drought.
3. License Plate Readers: Commissioner Harding provided background on the license plate reader program and summarized the facts he gathered on data sharing with the Sheriff's Department, frequency of use, purpose, and benefits for identifying serious crimes. He explained that the system allows shared use with appropriate checks and balances at the supervisory level and provided examples of how it functions. Commissioner Harding stated that he was impressed with the technology, noting its accuracy and capabilities. He recommended reviewing county policies and procedures, establishing monitoring and oversight measures, holding quarterly meetings with the County, and ensuring that future contracts receive Commission review. Commissioner Harding concluded that the benefits of the technology outweigh the negatives, provided proper oversight is maintained.

**b. Commissioner DiFransico** expressed the expectation that the Police Department establish formal procedures for the license plate reader program and that the Commission be able to review those procedures to ensure residents understand the program's use and scope. Commissioner Harding responded that a policy and procedure have been established by Sheriff Ramsay and approved, with some additional provisions to be implemented by the City. Commissioner Harding further reported that, although the County has experienced limited instances of misuse, the overall results have been largely positive. He explained that officers monitor hot lists and that any detective requesting access must have an active case number associated with an ongoing investigation.

### c. Commissioner Diehl

1. Update on Seawall Inspections & Recommendation for an Annual Inspection Schedule: Commissioner Diehl reported on the completion of the seawall inspections and provided an overview of the findings, including seawalls requiring routine maintenance, those needing immediate attention, dock repairs, and other visible deficiencies. Commissioner Diehl noted a heavily damaged seawall on 3rd Street that requires prompt attention and recommended establishing an annual seawall inspection schedule, suggesting that the same timeframe be maintained in future years to help ensure the safety of property owners and surrounding neighbors.
2. Fundraising Opportunity hosted by Baptist Health for Exercise Equipment for City Hall: Commissioner Diehl reported attending a Baptist Health reception, where he met Maria Lisa Gonzales, Corporate Director and Government Community Relations Specialist. Ms. Gonzales offered to assist with planning a fundraiser to support the purchase of exercise equipment for City Hall. Commissioner Diehl suggested holding the fundraiser in the fall and provided additional information on the potential to raise funds to offset the cost of the equipment.
3. Future St. Patrick's Day Celebration Ideas: Commissioner Diehl discussed the City's St. Patrick's Day event, noting it was a shorter event and suggesting consideration of an earlier start time or a change in the day of the

week for future celebrations. Mayor Foster recommended coordinating with Ted Fisher and Larry Smoot to explore a partnership with the Key Colony Beach Community Association.

- d. **Commissioner DiFransico** commented on the Watershed Management Plan and discussed the document's purpose of increasing the city's discount on flood insurance for residents. Commissioner DiFransico also outlined three substantial recommendations for the city, including elevating Sadowski Causeway, elevating critical facilities, and managing heavy rainwater.
- e. **Vice-Mayor Colonell**
  - 1. **City Hall Update:** Vice-Mayor Colonell gave an update on the City Hall progress and reported that the project is moving along. Vice-Mayor Colonell reported on completed and ongoing work, noting good headway and that the project is progressing.
- f. **Mayor Foster**
  - 1. **Wastewater Sludge Hauling:** Mayor Foster reported that the City's previous sludge hauling contractor can no longer provide services. Mayor Foster informed that staff will draft a short-term agreement with a substitute hauler and prepare a request for proposals for long-term services. Mayor Foster also provided updates on a recent spill at the wastewater plant, outstanding appropriations, and funds received. He noted that the plant had not been pumped for nearly a month and that a significant rain event contributed to the overflow. Discussion followed on operational experience, management practices, the role of U.S. Water, and equipment issues. Mayor Foster stated that representatives from three companies would meet to evaluate necessary equipment replacements and noted the City's good working relationship with Haack Environmental.

## 12. Citizen Comments

Diane Slusher, Pickleball Club Chair, thanked the City Commission for their work for the City, specifically thanking Commissioner Harding for his insight on expanding the pickleball courts.

Fred Swanson, 620 9th Street, thanked the Commission for its work and commented on Commissioner Harding's report on the license plate readers, noting additional questions on the matter and residents' concerns. Commissioner Harding commented on the benefits and experience of law enforcement personnel supporting the technology.

John Siegenthaler, 601 W. Ocean Drive, agreed with previous speakers and commented on the Commission's work. He asked for clarification on the scope of the City's agreement with Immigration and Customs Enforcement (ICE). Mayor Foster asked Sgt. Buxton to respond. Sgt. Buxton explained that the agreement does not alter the Police Department's normal scope of duties. She stated that officers continue their routine responsibilities, always assist other law-enforcement agencies as appropriate, and have no assigned ICE duties, quotas, or targets. Sgt. Buxton further explained that officers are not asked to seek out individuals on behalf of ICE.

Laurie Swanson, 620 9th Street, questioned the additional funds received and requested the name of the Police Officer involved. City Clerk Roussin explained that the officers' names are exempt from public records disclosure. Commissioner Harding provided additional clarification regarding the funds received and their permitted use. Ms. Swanson then asked further questions about the City's agreement with Immigration and Customs Enforcement (ICE) and the license plate reader program. Commissioner Harding explained that data may be shared with the Sheriff's Office, a limited number of state troopers, and certain federal agencies only upon request and under defined criteria. Commissioner Harding clarified that the City retains ownership of the data, access is limited and selective, and information is released only upon proper request or court order. Additional discussion followed regarding contract terms and data usage. Laurie Swanson asked for a response to a Commission request she had submitted in prior months.

Mayor Foster asked for a motion to recess the meeting to the following day.

**MOTION:** Motion made by Commissioner DiFransico to recess the meeting to the next day at 10:00 AM. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

13. **Recess:** The meeting recessed at 5:34 PM.

The meeting readjourned at 10:00 AM, Friday, March 20<sup>th</sup>, 2026.

## **7. Discussion/Action Items**

### **j. Discussion/Review of the recommended options provided by CPH regarding the existing concrete slab and pin piles, and the CPH proposal for slab engineering**

Mayor Foster introduced the agenda item and noted that the CPH proposal had been approved under his discretionary spending authority. Vice-Mayor Colonell reported that he had authorized CPH to proceed with engineering plans for the concrete slab and offered additional thoughts on the timeline and cost estimates for slab removal and replacement. Kyle Bechtelheimer advised that the design could be completed in about one week, allowing Pedro Falcon Contractors to provide pricing. Vice-Mayor Colonell stated that staff would attempt to coordinate the slab work with other project work.

Discussion followed on the condition of the existing pin piles. Vice-Mayor Colonell noted that geotechnical testing could cost approximately \$40,000–\$50,000. Kyle Bechtelheimer explained that new piles would be tested and inspected, while the depth and condition of the existing piles are unknown. Commissioner Harding suggested conducting a limited audit of the existing piles. Kyle Bechtelheimer agreed to seek a proposal from CPH to audit a sample of approximately seven piles and to provide a cost estimate. The Commission continued the discussion on contractors' responsibilities for prior work and the best ways to move forward to preserve evidence for a possible claim.

City Attorney Black explained that approval of the design proposal enables the development of the corrective design. He stated that Pedro Falcon Contractors will provide formal pricing, after which a project change order will be reviewed and brought before the Commission for approval. Attorney Black advised that a formal notice will be issued to the prior contractor and noted that the inspection timeframe is limited. He stated that staff will make every effort to preserve the City's claims and to provide opportunities for inspection and documentation as work proceeds.

Vice-Mayor Colonell noted that no formal scope or pricing has been received and that the Commission will wait for completed drawings and a firm price from Pedro Falcon Contractors. Kyle Bechtelheimer explained that the existing slab will need to be demolished, with demolition drawings to be prepared, followed by construction drawings for the new slab. He estimated the design timeline at approximately one week.

Vice-Mayor Colonell gave additional comments on prior work and concerns about potential deviations from approved plans. City Attorney Black confirmed that evidence will be preserved during demolition and noted that statutory requirements allow for inspection during the process. The Commission continued its discussion of the matter, and Vice-Mayor Colonell provided a general estimate of timelines from completion of drawings through construction.

### **k. Discussion/Approval of Pedro Falcon Contractoris, Inc.'s Request for Change Order 007 – Revise Specifications for Windows and Storefronts (\$13,043.65 and request for a 39-day contract extension or 34-day contract extension request**

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

**MOTION:** Motion made by Vice-Mayor Colonell to approve \$13,043.65 for the revision of the storefront windows. Mayor Foster seconded the motion.

**DISCUSSION:** Vice-Mayor Colonell asked CPH Architect Brandan DeCaro to elaborate on the needed revision. Brandan DeCaro explained the background of the proposed change order and provided details on the material specifications for the type of glass used. Brandan DeCaro questioned the need for Commission review and suggested negotiating with the contractor and discussing the change order with Vice-Mayor Colonell. Vice-Mayor Colonell emphasized the need to move forward without causing delay. The Commission discussed the need for an updated schedule with the critical path and the contractor's request for a time extension due to delays. Vice-Mayor Colonell stated a preference to postpone the discussion on delays, approve the windows and storefronts, and wait for a recovery plan and updated schedule.

**AMENDED MOTION:** Vice-Mayor Colonell amended his motion to approve the \$11,230.00 for the window revisions. Mayor Foster seconded the amendment.

**FURTHER DISCUSSIONS:** The Commission further discussed the need for revisions and delays.

**ON THE AMENDED MOTION:** Rollcall vote. Unanimous approval.

**I. Discussion/Approval of Pedro Falcon Contractors, Inc's Request for Change Order 009 – 34-day contract extension request (\$0.00, no monetary change to contract amount).**

Mayor Foster asked for a motion to postpone.

**MOTION:** Motion made by Vice-Mayor Colonell to postpone the time delay associated with Change Orders 7 and 9 until the next Commission meeting, to allow time for review. Mayor Foster seconded the motion.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**OTHER BUSINESS:** The Commission discussed construction staging, access, and safety considerations related to the approved staging plan, including the partial closure of the front entrance, use of the existing ramp, consideration of a temporary ramp, and ongoing construction. The contractor was commended for accommodating post office deliveries, with drivers using alternate access via 7th Street. Concerns were noted about potential future access issues if additional parking lot areas are required for staging, particularly for post office operations. Brandan DeCaro advised that the contractor has issued notice of a potential delay claim related to staging access and proposed granting the requested staging area to stop the argument. Further discussion followed. Kyle Bechtelheimer reported that a construction meeting is scheduled for the following week to discuss phased staging needs, timelines, and potential change orders, with Commissioners offering additional comments. City Attorney Black advised that any staging or schedule changes should be formally documented, with further discussion on staging, postal deliveries, and upcoming project deadlines. Mayor Foster asked for the Beautification Committee to be informed of upcoming changes. The Commission further discussed the ability to continue using Marble Hall and upcoming construction.

**13. ADJOURNMENT:** The meeting adjourned at 11:03 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

**MINUTES**  
KEY COLONY BEACH  
Citizen Advisory Task Force Meeting  
Thursday, April 16, 2026 – 1:30 PM  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

**I. Call to Order and Introductions**

- Introduction and Purpose: The Role of the CATF.
- Confirmation of Quorum (at least three members).

The meeting was called to order at 1:30 PM by City Clerk Silvia Roussin, followed by Rollcall. **Present:** Edward Carey, Lynne McClure, Autumn Danoff, Florence Schmidt, Jamie Buxton. **Also present:** City Administrator John Bartus, Commissioner Tom Harding, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Kelly Gibson.

A full committee was confirmed with five members present.

Introductions were made, including Kelly Gibson of Ovid Solutions, who provided background on her experience in urban planning and grant development.

The purpose of the Citizen Advisory Task Force (CATF) was reviewed, with an emphasis on its role in identifying community needs and making recommendations for the Community Development Block Grant (CDBG) application.

**II. Election of Chairperson**

- Election of Chair (The Chair will lead the meeting and sign the final recommendation)

City Clerk Roussin asked for a nomination for Chair.

**NOMINATION:** Lynne McClure nominated Ed Carey for Chair. There were no other nominations.  
**ON THE NOMINATION:** Rollcall vote. Unanimous approval.

**III. CDBG Program and Funding Overview**

- The state has announced approximately \$22 million in available funding for the FFY 2025 cycle.
- The application deadline is May 5, 2026.
- Presentation of the "Urgent Need" pathway to apply for funds to address infrastructure that poses a serious and immediate threat to public health or safety.

An overview of the Community Development Block Grant (CDBG) program was presented, highlighting key elements of the FFY 2025 funding cycle. Approximately \$22 million is available statewide for eligible small cities, with an application deadline of May 5, 2026. The presentation also explained the "Urgent Need" funding category, which is intended for critical infrastructure improvements that address serious and immediate threats to public health and safety. Emphasis was placed on the importance of community input in identifying priorities and shaping the grant application.

#### IV. Community Needs Discussion

- Discussion on most pressing infrastructure and resilience needs, such as utility failures, storm surge risks, or aging systems.

The Task Force discussed key infrastructure and resilience needs in the City, including wastewater treatment plant upgrades and long-term maintenance, stormwater management improvements, road elevation to mitigate storm-surge and flooding risks, and ongoing concerns about water quality and utility system reliability.

Staff provided updates on ongoing and completed capital projects, including the West Ocean project (\$2.2 million) and the 2017 wastewater treatment plant upgrade (\$5 million).

Additional discussion focused on infrastructure assets under City control, such as roads, City facilities, parks, and the utility plant. The need for backup power at the wastewater facility was emphasized, along with the potential integration of solar energy to offset operational and long-term maintenance costs.

#### V. Recommendations

- Identification of which community needs are the most urgent and should be prioritized in the grant application.

Based on discussion and community priorities, the Task Force identified the following as the most urgent needs for the CDBG application:

1. Wastewater treatment plant upgrades
2. Stormwater management improvements
3. Road elevation and flood mitigation

The importance of maintaining critical infrastructure and reducing long-term costs was emphasized.

#### VI. Formal Motion and Vote

- Formal vote and recommendation to the City Commission regarding the activities to be included in the grant application.

City Clerk Roussin asked for a motion to approve the recommendation.

**MOTION:** Motion made by Ed Carey to approve. Autumn Danoff seconded the motion.

**FURTHER DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

#### VII. Adjournment:

The meeting adjourned at 2:18 PM.

Respectfully submitted

*Silvia Roussin*

City Clerk

# MINUTES

## KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, April 16, 2026 – 3:30 PM

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 was called to order by Mayor Foster at 3:30 PM, 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:** City Attorney Dirk Smits, City Administrator John Bartus, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Marathon Fire Chief James Muro, Sgt. Jamie Buxton, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, OVID Solutions Member Kelly Gibson.

### **Public Attendance:**

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 informed of the following proposed agenda changes:

#### Under Item 8 for Discussion Action Items:

- a. Addendum of the Recommendation to Award RFP 2026-01 for Tax-Exempt Loan Financing Services
- b. Addendum of a Revised version of the RFP for Architecture and Engineering Services and the CCNA Continuing Contract
- h. Addendum of the proposal for the purchase of a bath trailer for \$25,000.00
- l. Deletion of Item i.
- L. A new Item L for Discussion/Approval of a proposal for Outdoor Furniture for \$16,234.32
- m. A new Item M for Discussion/Approval of a proposal for Palm Trees and Mulch for \$12,000.00
- n. A new Item N for Discussion/Approval of the polling place location for the 2026 Elections.

#### Under Item 12 Commissioner's Reports and Comments

- 12a. Commissioner Harding: The addendum to the Wastewater Report
- 12e. Mayor Foster: Comments on Electric Dirt Motorcycles

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

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

3. **Special Requests**

- a. Proclamation: Florida Mosquito Control Awareness Week

Mayor Foster read the Proclamation to the public on the importance of Mosquito Control and thanked the Mosquito Control members for attending the meeting and for the service they provide.

- b. A request by Pam Milbauer to extend Havana Jack's Music Hours to Midnight on October 3rd, 2026, for a private wedding event

Mayor Foster introduced the agenda item and invited the applicant, Pam Milbauer, to speak. Ms. Milbauer, attending via Zoom, stated that her family has owned property in Key Colony Beach for over 50 years and that her daughter will be married at Havana Jack's. She requested approval to extend music hours until midnight so guests can enjoy the sunset and dancing. The Mayor asked for any objections; none were raised. The Commission gave consensus approval of the request.

4. **Public Hearing:** City Commission will open the public hearing for comments and discuss any recommendations for the Small Cities Community Development Block Grant (CDBG).
  - a. Discussion/Approval to proceed with the CDBG application.

Mayor Foster opened the public hearing for comments and discussion on recommendations for the Small Cities Community Development Block Grant (CDBG) and asked Commissioner Harding to elaborate. Commissioner Harding reported on a potential grant application through Florida Commerce, noting that the City held a Citizen Advisory Task Force meeting earlier in the afternoon to gather public input. Commissioner Harding introduced Kelly Gibson of OVID Solutions to provide additional information. Ms. Gibson introduced herself and discussed the grant opportunity, the committee meeting, and the recommendation to prioritize improvements to the wastewater treatment plant. Commissioner Harding noted that the Task Force was very successful in providing ideas, that wastewater needs were the primary focus, and that he has been working with staff on the matter. Commissioner Harding recommended approval to proceed with the application. The Commission had no questions, and Mayor Foster asked for public comment. There was none, and Mayor Foster asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

## 5. Citizen Comments and Correspondence

City Clerk Roussin informed of the following citizen correspondence:

March 20, 2026 – Justine Kinnick wrote to the City Commission expressing opposition to the construction of another basketball court and expressing concerns regarding the loss of green space.

March 21, 2026 – Barbara Baran-Cisna wrote to the City Commission and staff expressing concerns about providing her neighbor access to her roof and/or property, stating her opposition to granting such access. She also requested assistance in resolving the ongoing matter regarding repairs to her neighbor's property.

March 22, 2026 – Bill Catto wrote to the City Commission regarding ongoing residents' concerns about the ICE agreement, urging the City to hold a workshop to discuss the matter and provided additional comments on the City's agreement with ICE.

Mayor Foster asked for citizen comments.

Cindy Catto, attending via Zoom, expressed concern that no public workshop was held on the ICE agreement. She encouraged the Commission to vote against the agreement, noting that the City has fewer than 25 police officers and that officers' time would be better spent addressing local issues such as Sunset Park, speeding, and other community matters. Ms. Catto stated that she does not believe ICE has a place in the community and that a public discussion should have occurred before the commitment was made.

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

- a. **Marathon Fire/EMS** – Marathon Fire Chief James Muro presented his statistical report on service calls for the month and discussed the alarm-silencing awareness stickers distributed to residents, emphasizing that this is a constructive notice and encouraging compliance by not silencing alarms. At the request of Mayor Foster, he advised that additional stickers will be provided for condominium buildings. Chief Muro also reported that he participated in a joint briefing with road construction staff and law enforcement, noting that the Injection Well project is one day ahead of schedule and will pause for certain holidays. He provided further details on the road closure. Fire Chief Muro also announced that Sgt. Jamie Buxton was recognized on Tuesday at the City of Marathon Council meeting and responded to a question from Vice-Mayor Colonell by providing additional information regarding traffic regulations during construction.

- b. Police/Code Department – Sgt. Jamie Buxton asked for permission to purchase the speed sign that was previously damaged, which Mayor Foster approved. Sgt. Buxton further asked for approval to implement the license plate readers for use by the Officers. Commissioner Harding supported the implementation and suggested holding a policy meeting with the Monroe County Sheriff’s Office, meeting once or twice a year. Mayor Foster asked for follow-up on the purchase of an additional police vehicle and on the allocation for which fiscal year.
- c. City Administrator – John Bartus updated on the legislative session to be called on April 28th, discussing redistricting and some other possible agenda items, with no budget talks planned at that time. Mayor Foster informed that the tax proposition does not have to pass the house.
- d. Public Works – Public Works Department Head Mike Guarino: Mayor Foster commended Public Works Department Head Mike Guarino on his department's work and the hiring of a new Public Works employee. Mayor Foster invited all attendees to a cookout at Public Works next Friday, with the Mayor providing hot dogs.
- e. Building Department – Building Official Loreno commented on the first month of safety inspections for the city having begun, with 700-plus inspections scheduled in the next few months.

Mayor Foster asked all Department Heads for an update on their departments’ budgets year to date. Commissioner Harding asked everyone to submit their budget drafts to him by June 1st.

- f. City Hall – City Clerk Roussin: Nothing further.
- g. Beautification Committee – Chair Bachman – No Report
- h. Planning & Zoning Board – Chair Lancaster – No Report
- i. Recreation Committee – Chair Catto – No Report
- j. Utility Board – Chair Swanson – No Report

**7. 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. 3-25-2026 City Commission Emergency Meeting Minutes
- b. Approval of Warrant No. 0326 for \$1,273,548.52
- c. Approval to move the October City Commission meeting from Thursday, October 15th, 2026, to Thursday, October 22nd, 2026.

Mayor Foster introduced the Consent Action Items and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**8. Discussion Action Items**

- a. Discussion/Approval of a Recommendation for Award for RFP 2026-01 Tax-Exempt Loan Financing

Mayor Foster introduced the agenda item. City Clerk Roussin reported the Review Committee's recommendation to award the Request for Proposals to First Horizon with a 15-year loan term. Commissioner Tom Harding elaborated on the Request for Proposals, reported that two proposals were received, and noted that the Review Committee reviewed both and recommended First Horizon as the preferred choice.

**MOTION:** Motion made by Commissioner Harding to award First Horizon with a target 15-year loan.

**DISCUSSION:** Mayor Foster asked for an estimated timeline for the execution of the contract with First Horizon. Commissioner Harding stated that it typically takes three months and that a rate reduction is possible if it occurs before the contract is executed.

**MOTION:** Vice-Mayor Colonell seconded the motion.

**FURTHER DISCUSSION:** Commissioner Harding explained the rationale for selecting a lump-sum loan instead of a line of credit, outlining the key differences between the two options, noting the potential cost savings of proceeding directly with a loan, and commenting on the City's anticipated cash flow needs.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**b. Discussion/Approval to approve the Request for Qualifications (RFQ) for Architecture and Engineering Services**

Mayor Foster introduced the agenda item and detailed the need for the Request for Qualifications. City Attorney Dirk Smits spoke about a minor change to the bid schedule and provided additional details on the benefits of the request for qualifications for the city. Vice-Mayor Colonell asked City Attorney Smits about insurance requirements, which were confirmed to have been updated in the updated document. There were no further questions, and Mayor Foster asked for a motion to approve.

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

**FURTHER DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**c. Discussion/Approval on going out to bid for electronic document archiving and/or alternative storage options**

Mayor Foster discussed the need to address the cleanup and organization of documents currently stored at the Public Works building, noting that the current storage poses a safety concern. Mayor Foster emphasized the need to explore electronic document archiving and alternative storage options, including anticipated costs and space requirements. Discussion followed on the importance of understanding records retention rules and the potential for using technology, including AI-assisted search capabilities, to improve document access and management. Commissioner Harding provided information on available funds in the current budget, prior attempts at electronic archiving, and discussions on off-site storage. Commissioner Harding agreed to obtain proposals on available options, which Mayor Foster supported. Mayor Foster directed staff to obtain bids for consideration and reiterated that storage is a safety issue and that correct archiving is important. Mayor Foster asked for a motion.

**MOTION:** Motion made by Vice-Mayor Colonell to collect bids for the electronic document archiving and alternative storage options. Commissioner Diehl seconded the motion.

**DISCUSSION:** Commissioner DiFransico recommended requesting qualifications rather than bids to ensure the city's needs are met.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**d. Discussion/Approval of the Commission Summer Attendance Schedule**

Mayor Foster spoke about the upcoming summer schedule and the Commissioners' attendance plans. City Clerk Roussin noted that only one meeting is questionable. Vice-Mayor Colonell confirmed the ability to attend the August and September meetings in person. The Commission gave consensus on the schedule.

**e. Discussion/Approval to Procure Early Alert Agreement**

Mayor Foster requested information on the cost of the proposed agreement and details on its use in the event of a storm. Commissioner Harding also asked for clarification on costs, and Mayor Foster inquired whether other municipalities have used the service. City Administrator Bartus confirmed that the City of Marathon, Monroe County, and the Village of Islamorada have used the service and referred to William Wagner for more detailed information. Commissioner Harding asked for three examples from past years to support the proposal.

Early Alert Founder William Wagner joined the meeting via Zoom and responded to questions from the Commission. Mr. Wagner explained that the agreement is a standby contract under which an initial assessment would be conducted if a storm event occurs. He stated that services would be activated only upon approval by the City Administrator. He provided background on his professional background and stated that Early Alert has been in operation for approximately 25 years and currently holds contracts with several jurisdictions, including Monroe County, Islamorada, and Marathon, as well as other entities in South Florida. He also provided further details on references and work done.

Marathon Fire Chief Muro spoke favorably of Mr. Wagner's expertise and experience as an emergency manager, including his involvement during Hurricane Irma. Mr. Wagner addressed questions about the scope of the agreement and the documentation process for reimbursement requests, and confirmed that he would provide hypothetical examples of how the service would be used during a storm. The Commission gave consensus for William Wagner to bring examples to the next Commission meeting. William Wagner recommended, regardless of the Commission's final decision, engaging a qualified professional to assist the City with storm preparedness and response planning. Mayor Foster informed the Commission that the matter would be tabled until the next Commission meeting in May.

#### **f. Discussion/Approval of a Comprehensive Emergency Management Plan for the City of Key Colony Beach**

Mayor Foster introduced the agenda item. Commissioner DiFransico commented on the document, including information related to financial readiness. He emphasized that the document should serve as a plan rather than detailed procedures for an emergency event and recommended approving the plan with the understanding that supporting protocols will be developed.

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

**DISCUSSION:** City Administrator Bartus advised that Commissioner comments had been incorporated into the latest draft and requested that Chief Muro provide comments on emergency procedures specific to storm events. Chief Muro described the City's scalable emergency management framework, including standardized roles, task-based assignments, logistical needs, and the operations team's structure. He noted that the City Administrator would operate from the Emergency Operations Center (EOC) and that the elected body would remain involved in major decision-making. Chief Muro explained that debris management is typically the most difficult variable to predict and discussed plans for monitoring locations and deploying services as needed. He further stated that Station 14 would serve as the primary operations hub for the upcoming storm season. Commissioner DiFransico added comments regarding hurricane procedures, and Chief Muro provided additional information regarding the City of Marathon's pre-storm preparations and staffing strategies based on storm location.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

City Administrator Bartus confirmed that the edited document will be shared before it is sent to Emergency Operations Management.

Mayor Foster called for a break at 4:46 PM.

The meeting readjourned at 4:55 PM.

#### **g. Discussion/Review of ICE Agreement**

Mayor Foster introduced the agenda item and asked for Commissioner comment. Commissioner Harding stated that he had reviewed the ICE agreement in full and was comfortable with it, with no concerns regarding its substance. He emphasized, however, that the agreement had not been formally approved by the City Commission and cautioned that the City Charter and all required approval procedures must be followed. Commissioner Harding noted that the situation serves as an important reminder to ensure proper Commission action is taken and that referenced documents are fully reviewed and appropriately documented. He recommended that the City Commission take formal action to approve the agreement.

**MOTION:** Motion made by Commissioner Harding to formally approve the agreement with ICE. Commissioner Diehl seconded the motion.

**DISCUSSION:** Mayor Foster agreed with Commissioner Harding on the importance of proper Commission review and said he did not anticipate future issues. Commissioner Harding explained that there had been a miscommunication regarding a statutory reference in the §287 agreement, noting that cities with fewer than 25 sworn officers are not

required to enter into such an agreement. Commissioner Harding further clarified that the referenced bill was never enacted into law and that a small number of municipalities have chosen not to execute the agreement.

Commissioner DiFransico acknowledged that ICE has a controversial reputation due to the actions of some individuals but stated that the agency's role is defined by existing law. He noted that if laws are to be changed, that responsibility lies with lawmakers. Commissioner DiFransico commented that while the agency's work may at times be imperfect, communities should speak up if concerns arise. Commissioner DiFransico stated that ICE has a responsibility to perform its duties and that cooperation is necessary.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**h. Discussion Approval for the purchase of a used Mobile Restroom for \$25,000.00**

Mayor Foster introduced the agenda item and explained its purpose, noting that with an increase in City celebrations and events, the use of portable restrooms is not an ideal or comfortable option for attendees. Mayor Foster also commented on further use of the mobile restroom and the savings for the City. Mayor Foster asked for a motion to approve the purchase.

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

**DISCUSSION:** Commissioner Diehl asked whether the purchase will replace construction of additional bathrooms on 7th Street or the Pickleball courts. Mayor Foster stated that it will not replace construction. Building Official confirmed a holding tank and a sewer connection. Discussion followed on pricing, the current lease agreement, benefits for various events, and features of hot water and electricity options.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**~~i. Discussion/Approval for Building Permit Extensions: \*\*Deleted\*\*~~**

- ~~1. 1250 Coury Drive Expired~~
- ~~2. 200 13<sup>th</sup> Street 04 23 2026~~
- ~~3. 260 15<sup>th</sup> Circle 04 23 2026~~
- ~~4. 300/400 Sadowski Causeway Restaurant 05 22 2026~~

**~~j. Discussion/Approval of a Potential Change Order for the Slab Rebuilt \*\*Deleted\*\*~~**

Vice-Mayor Colonell reported that no additional information is available at this time.

**k. Discussion/Approval of a Recommendation by the Recreation Committee for the remainder of the Committee funds to be applied toward completing the Bocce Court Paving Project. The Commission will determine: (1) whether the City can afford to complete the project, and (2) who will perform the work.**

Mayor Foster asked Commissioner Harding for his opinion on holding the approval item until the next budget cycle in September. Commissioner Harding declined and stated he would like to move before July 1st. Mayor Foster elaborated on the Recreation Committee's request, noting that prior completed work has satisfied ADA compliance requirements, and that the current request is for proposed work to encase the entire bocce court area. Mayor Foster reported that the Recreation Committee is proposing to allocate their remaining \$4,000.00 to the project, with the Commission required to contribute \$11,000.00 to complete the work around the courts.

**MOTION:** Motion made by Commissioner Harding to approve. There was no second.

**ON THE MOTION:** The motion failed.

**l. Discussion/Approval of a proposal for Outdoor Furniture for \$16,234.32**

Mayor Foster introduced the agenda item and requested confirmation of the quality of the proposed outdoor furniture. Public Works Department Head Mike Guarino confirmed that the furniture met quality standards. Commissioner Harding commented on ADA compliance and a price increase due to furniture adjustments, noting that prices are expected to rise over the summer. Commissioner Harding stated that the proposed furniture would be used for several years, reported good quality, and noted that ADA compliance and pricing had been reviewed

with staff. Commissioner Harding also noted a potential cost increase of approximately \$1,500 and suggested approving the purchase with the expected increase.

**MOTION:** Motion commissioner Harding made a motion to approve. Commissioner DiFrancisco seconded the motion.

**DISCUSSION:** Commissioner Harding addressed concerns about the quality and durability of the proposed furniture and expressed confidence in the manufacturer, materials, and product. He confirmed that the tables meet ADA requirements and commented on their intended use at the golf course clubhouse. Vice-Mayor Colonell cautioned against piecemeal purchasing, noting that additional furniture may not be available later. Commissioner Harding stated that staff would review how the furniture is used and noted that it would enhance the outdoor environment for patrons. Commissioner Harding added that if the furniture proves successful, additional pieces could be purchased in the future. Mayor Foster asked about responsibilities for hurricane preparations for the furniture and suggested asking Golf Course Manager Daryl Rice whether the furniture could be stored inside the clubhouse. Discussion followed regarding staff assistance and labor considerations. Commissioner DiFrancisco inquired about Recreation's consideration of expanding the clubhouse. Commissioner Harding explained that the consideration had been put on hold, with feedback suggesting proceeding with the purchase while monitoring its success, and noted that future grant funding could be considered. Mayor Foster clarified the motion to approve up to \$17,735.00.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**m. Discussion/Approval of a Proposal for Palm Trees and Mulch for \$12,000.00**

Mayor Foster introduced the agenda item and asked for a motion to approve the Proposal for \$12,000.00.

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

**DISCUSSION:** Commissioner Harding provided feedback on the proposal to provide screening protection for airside golf balls and, after evaluating locations with Recreation Committee Chair Cindy Catto and Golf Course Manager Daryl Rice, identified twenty to thirty trees to address the areas in question. Commissioner Harding explained that it would be best to start with a smaller number of trees and noted that different proposals had been received. Commissioner Harding further described the tree type, confirming it was a good choice for its purpose. Mayor Foster commented on the possibility of raising funds through tournaments to purchase additional trees, which Commissioner Harding supported for the Fall. Vice-Mayor Colonell commented on previous landscape improvements and expressed concerns about the cost of the current proposal. Further discussion followed on location and cost comparison, with Public Works Department Head Mike Guarino noting that the proposal was comparable. A brief discussion followed on where to plant the new trees.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

**n. Discussion/Approval of the Polling Place location for the 2026 Elections.**

Mayor Foster introduced the agenda item, with City Clerk Roussin confirming that the locations would be provided to the Supervisor of Elections Office by May 1st. Mayor Foster advised using the Golf Pro Shop for both 2026 Elections. The Commission had no objections.

**9. Ordinances & Resolutions:**

- a. SECOND and FINAL READING OF ORDINANCE 2026-510:** An Ordinance Of The City of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.
1. Ordinance 2026-510
  2. Business Impact Statement
  3. Proof of Publication

Mayor Foster provided the second and final reading of the ordinance and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- b. **FIRST READING OF ORDINANCE 2026-511:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Five Of The Code Of Ordinances, Entitled Boats, Boat Trailers, Marine Facilities And Waterways; Article I. Operation Of Vessels; Amending Section 5-9 Fishing From Sadowski Causeway Bridge Prohibited; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

Mayor Foster provided the first reading of Ordinance 2026-511 and asked for a motion to approve.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

City Clerk Roussin informed that the second and final reading will be held on May 21st.

## 10. Secretary-Treasurer's Report

### a. March 2026 Financial Summary

Commissioner Harding provided a March 2026 financial update, noting that the City is six months into the fiscal year. He reviewed year-to-date revenues and expenditures, infrastructure funds, and city departments. Commissioner Harding updated on City Hall project expenses, remaining grant funds, and pending reimbursements, and relayed bond counsel guidance that post office-related costs are not eligible for the federal grant. He also suggested that furniture, fixtures, and equipment be paid from City funds. He noted that funding for the additional police vehicle does not appear in the original budget, resulting in a negative budget on paper. Discussion followed regarding cost separation for the post office, use of remaining grant funds, and the lease of building space.

Commissioner Harding continued to provide updates on utility funds, including revenues and expenditures for the month. Commissioner Harding reported that operating expenses are trending below budget overall, with sludge hauling over budget and electricity costs lower than expected. Commissioner Harding noted that the loan payment was made in March and that Stormwater revenues were approximately 97% of budget.

Commissioner Harding noted the remaining grant funds and reminded of upcoming annual stormwater assessment reviews with the City Commission.

## 11. City Attorney's Report

### a. Code Vulnerability Assessment

City Attorney Smits provided an overview of the City's Code Vulnerability Assessment and discussed the implications of Senate Bill 180, noting that the legislation will require certain ordinance amendments and process updates. He summarized that the bill addresses, among other items, emergency-related permitting and administrative procedures, limitations on local government actions following storm events (including moratorium-related restrictions), milestone inspections, and fire prevention considerations. City Attorney Smits advised that the City will proceed incrementally, beginning with emergency-related items, and that his office will assist staff with implementation and track related expenses. He noted that the legislation may limit local government authority in certain areas and commented that no municipality in the County has yet completed its work on these issues. Mayor Foster suggested sharing work with the City of Marathon on these issues. City Attorney Smits stated that he has provided copies of the relevant materials to the Commissioners.

### b. SB 180 Training Requirements

City Attorney Smits discussed the training requirements under Senate Bill 180, noting that elected officials and certain top administrative personnel must complete training every two years, with the current deadline set for July 1, 2026. He advised that proof of completion must be provided. He also discussed the possibility of a hardship waiver if the training

is not completed by the deadline and outlined available course options. City Attorney Smits confirmed that the training information would be provided to the Commission, and City Administrator Bartus advised that he would follow up as well.

Mayor Foster commented on a pending code enforcement matter involving a property on 11th Street. Commissioner DiFransico noted that the home was damaged during Hurricane Irma over eight years ago, that construction has been ongoing, and that a stop-work order was issued in January 2023. Commissioner DiFransico further stated that the property owner has exercised legal rights, that the matter is at a standstill, and that the owner has contacted the City Commission in an effort to find a solution. The Commission discussed potential next steps, including whether to continue on a legal path or to initiate discussions with the owner to reach an agreement that would address compliance. Mayor Foster suggested that the City Administrator and Building Official meet with the owner to determine whether an agreement can be reached; if no agreement is reached, the City would continue with legal remedies. The Mayor also noted impacts on neighboring property owners. Commissioner Colonell suggested involving a neutral third party to assist in evaluating what work is needed and how it could be accomplished. City Attorney Smits confirmed he will provide guidance on permissible options. The Mayor directed staff to explore the discussed approach and bring the matter back to the Commission for further consideration.

## **12. Commissioner's Reports & Comments**

### **a. Commissioner Harding**

1. Wastewater Sampling Weekly Report for April 13, 2026: Commissioner Harding presented the Wastewater Sampling Weekly Report for April 13, 2026, and reported that COVID-19 activity was low, influenza activity had declined, and RSV remained present. The report also included guidance from the Florida Department of Health on vaccinations and noted low levels of COVID-19 in Monroe County.
2. 2027 Budget Prep Information due 06-01-2026: Commissioner Harding reminded that all draft budgets are due by June 1st to begin work with City Accountant Jen Johnson and City Clerk Silvia Roussin on the 26/27 draft budget.
3. Update on water levels: Commissioner Harding reported that rainwater levels have returned to normal and that the South Florida Water Management District has rescinded the water shortage order, so standard irrigation can resume. Commissioner Harding also confirmed that the June 1st deadline for draft budgets applies to volunteer boards and committees as well.

### **b. Commissioner Diehl**

1. Final package for the City's First Annual Seawall Inspections – Commissioner Diehl reported that the seawall inspections had been completed, and the results will be reviewed by the marine engineer, with owners to be notified. Commissioner Diehl informed that the inspections will be conducted annually in the February-March timeframe. Commissioner Diehl thanked Building Assistant Samantha Rodamer and Building Official Tony Loreno for their help on the project. Commissioner Diehl informed that no notifications have been given until after the marine engineer has completed his review. Further discussion followed on engineering needs, the purpose of seawall inspections, and communications with property owners regarding needed repairs.
2. Future management of the Key Colony Beach Golf Course – Commissioner Diehl expressed satisfaction that the Recreation Committee had started the conversation on future Golf Course Management and shared his view on the different options the city has. Commissioner Diehl discussed the ability to continue leasing the facility, having a corporation run the golf course, or the City taking over the course and operating it. Commissioner Diehl stated that the City has all the equipment needed to maintain the course, and the open question is which direction management should take. Commissioner Diehl asked for residents' suggestions to be sent to the clerk for sharing with the Recreation Committee. Commissioner Diehl offered further comments on timelines and preferred transition periods.
3. 2027 - 70th Anniversary of Key Colony Beach: Commissioner Diehl spoke about the upcoming milestone event, suggested working with the Key Colony Beach Community Association on organization and planning, and asked for citizen comments and ideas to be sent, with responses to be shared with the commission to make it memorable.

4. **Sunset Park:** Commissioner Diehl commented on improvements at Sunset Park and noted that it is a pleasure to see the activities taking place and the park being used and enjoyed.

Commissioner DiFransico commented on the City's 70th anniversary and on it being a Community Association event. Commissioner Diehl acknowledged this and expressed a desire to give support and attention to the special event.

- c. **Commissioner DiFransico:** Commissioner DiFransico spoke about his recently completed online ethics training with Speaker Randy Moss and commented that the speaker was very knowledgeable and well understood, with humor given.

Commissioner DiFransico suggested obtaining a comprehensive list of Wastewater Plant needs. Commissioner Harding informed that the Wastewater Plant needs are included in the City's Comprehensive Plan, based on engineering and Utility Board Members' input.

A brief discussion followed on the possibility of using The Inn's facilities for meetings.

- d. **Vice-Mayor Colonell** provided an update on the City Hall project, reporting that paperwork is progressing well. He outlined completed work, upcoming tasks, change orders, material orders, and efforts to obtain proposals for audiovisual needs. Vice-Mayor Colonell reported that the project is currently on day 128 of 273, representing approximately 46% of the allotted time, while billings are at approximately 10%. He noted that a significant amount of time has been required to complete the initial 10% of the work.

Vice-Mayor Colonell expressed concern regarding the stipulation to exclude work on the Post Office and inquired about cost segregation for the Post Office roof, siding, and hardening. Commissioner Harding confirmed that such segregation is needed. Mayor Foster questioned whether loan proceeds could be used for this work; however, Commissioner Harding clarified that federal grant funds cannot be used for improvements to a federal building. He further referenced guidance from bond counsel on this matter, and Mayor Foster requested additional research.

Vice-Mayor Colonell provided further details on project progress and reported that Kings Construction has been placed on formal notice for failure to perform, with the matter now in legal proceedings. Commissioner Harding added comments regarding the bank's stipulation that loan proceeds must be used specifically for the City Hall project.

City Clerk Roussin confirmed that two site visits by the Grant Manager are scheduled for May and June. Commissioner Harding emphasized the importance of proper progress inspections. Vice-Mayor Colonell confirmed that inspections are being conducted appropriately and commended Samantha for diligently following up on the inspection schedule.

- e. **Mayor Foster**

1. **City Administrator Evaluation:** Mayor Foster reported having completed the review with the City Administrator and asked the Commission to complete a review for each department head, recommending that constructive feedback be provided.

**13. Citizen Comments:** None.

**14. Adjournment:** The meeting adjourned at 6:30 PM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

## **FAIR HOUSING WORKSHOP MEETING MINUTES**

Thursday, April 30, 2026 – 3:00 PM  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

### **1. Call to Order and Introduction**

- Purpose of the workshop for the CDBG Urgent Need application.
- The importance of housing rights and responsibilities.

The Key Colony Beach Fair Housing Workshop was called to order by Mayor Freddie Foster at 3:00 PM, followed by Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Administrator John Bartus, Administrative Assistant Par Darnall, City Clerk Silvia Roussin, Kelly Gibson (OVID Solutions).

**Public Attendance:** 3 (1 in person, 3 via Zoom)

### **2. Federal Fair Housing Laws**

- History of the 1968 Fair Housing Act.
- The seven protected classes: race, color, national origin, religion, sex, familial status, and disability.
- How the law has expanded to cover modern housing transactions.

Mayor Foster introduced Kelly Gibson, representing Ovid Solutions. Kelly Gibson spoke about the important part of the grant progress and continued educating on Federal Fair Housing Laws. Kelly Gibson provided a comprehensive overview of the Federal Fair Housing Act and emphasized that federal law protects individuals from discrimination based on race, color, national origin, religion, sex, familial status, and disability, and noted that these protections have been expanded over time to address harassment and systemic barriers to housing access.

### **3. Federal and State Enforcement**

- Role of the HUD Office of Fair Housing and Equal Opportunity (FHEO).
- 2024 National Statistics: 32,321 formal complaints filed.
- Common violations: disability (54 percent) and race/national origin (28 percent).
- The Florida Fair Housing Act and the Florida Commission on Human Relations (FCHR).

Kelly Gibson highlighted the enforcement role of the U.S. Department of Housing and Urban Development and shared recent data from the 2025 Fair Housing Trends report noting that over 54% of complaints were related to disability-based discrimination, making it the most prevalent issue, followed by race, national origin, and sex. She also discussed the Florida Fair Housing Act, which mirrors federal protections and is enforced by the Florida Commission on Human Relations, providing state-level investigation, mediation, and legal action for residents.

### **4. Local Fair Housing Rules**

- Key Colony Beach Municipal Code: Article II, Chapter 13, Sections 13-31 through 13-42.
- The City's local commitment to preventing housing discrimination

Kelly Gibson further explained that Key Colony Beach has adopted its own local fair housing ordinance (Municipal Code, Article Two, Chapter 13, Sections 13-31 through 13-42), which aligns with federal and state laws to ensure equal housing opportunities within the city.

#### **5. Public Resources**

- Distribution of "Know Your Rights and Responsibilities" handouts.
- Availability of materials in both English and Spanish.
- Contact information for filing housing complaints.

To support community awareness, workshop materials included a bilingual handout titled "Fair Housing Law: Know Your Rights and Responsibilities," with contact information for both HUD and the Florida Commission on Human Relations.

#### **6. Public Questions and Discussion**

- Open floor for citizen questions.

The workshop encouraged questions from both officials and the public, though no questions were raised during the session. Mayor Foster expressed gratitude to all participants, including city staff, commissioners, and citizens, for their engagement and thoughtful discussion. He underscored the importance of fair housing awareness in maintaining compliance and eligibility for future HUD funding, which is vital for upcoming city projects. The meeting concluded with an acknowledgment of the collaborative efforts and a commitment to continue advancing fair housing initiatives in Key Colony Beach.

**7. Adjournment:** The meeting adjourned at 3:38 PM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

# MINUTES

## KEY COLONY BEACH CITY COMMISSION

### Special Public Hearing

### CDBG Grant Application – Water Reclamation Facility Improvements

Thursday, April 30<sup>th</sup>, 2026 – 3:30 PM

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 2<sup>nd</sup> Special Public Hearing was called to order by Mayor Freddie Foster, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster; Vice Mayor Doug Colonell; Commissioner Tom Harding; Commissioner Tom DiFransico; and Commissioner Kirk Diehl. **Also present:** City Administrator John Bartus; Building Official Tony Loreno; Administrative Assistant Par Darnall; City Clerk Silvia Roussin; and Kelly Gibson (OVID Solutions).

**Public Attendance:** 2 (1 in person; 1 via Zoom)

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

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

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

**DISCUSSION:** None.

**ON THE MOTION:** Roll call vote. Unanimous approval.

3. **Citizen Comments and Correspondence:** There was no correspondence, and Mayor Foster asked for citizen comments.

Florence Schmidt, 430 4th Street, thanked the Commission and expressed appreciation for their service. Florence Schmidt stated that the presentation was well done, encouraged the City to continue moving forward with what is needed, and asked that the City remain in everyone's thoughts.

4. **Discussion/Approval to proceed with the CDBG application**

- a. Urgent Need Letter to FloridaCommerce
- b. Project Narrative for CDBG 26 WRF Improvements
- c. Project Narrative G-2

Mayor Foster introduced the agenda item, spoke to the items included in the agenda packet, and asked for a motion to approve and proceed with the CDBG application.

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

5. **Resolution 2026-07:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Authorizing Submission Of An Urgent Need Community Development Block Grant Application; Finding The Application Consistent With The Local Comprehensive Plan And Designating The Local Comprehensive Plan As The Local Community Development Plan; Authorizing The Mayor And City Clerk To Execute Certain Documents Pertaining To The Grant; And Providing For Severability And An Effective Date.

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

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

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

The Resolution was adopted.

- 6. Adjournment:** Mayor Foster announced the need for an emergency meeting to be held immediately after the conclusion of the Public Hearing. The meeting adjourned at 3:35 PM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

# MINUTES

## KEY COLONY BEACH CITY COMMISSION

### Emergency Meeting

Thursday, April 30, 2026 – 3:38 PM

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

1. **Call to Order:** The Key Colony Beach City Commission Emergency Meeting was called to order by Mayor Foster at 3:38 PM. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Administrator John Bartus, Building Official Tony Loreno, Assistant Par Darnall, City Clerk Silvia Roussin.

**Public Attendance:** 2

2. **Emergency Discussion/Approval Items**

- a. Discussion/Approval of the move of Switch Gear from the Westside of the building to the Eastside of the building.

Mayor Foster introduced the agenda item and asked Vice-Mayor Colonell to elaborate. Vice-Mayor Colonell explained the original plan for wiring placement, which had overlooked aesthetics at the main entrance, and proposed relocating the wiring to the east side of the building, where other electrical items for the building are housed, including the generator and air conditioning units, and to be out of sight. Vice-Mayor Colonell estimated a \$10,000 to \$15,000.00 change, stated that it should not affect the project timeline, and asked for approval of the switchgear location change.

**MOTION:** Mayor Foster moved to approve moving the switchgear, with a cost not to exceed \$50,000.00. Vice-Mayor Colonell seconded the motion.

**FURTHER DISCUSSION:** Commissioner DiFransico asked for clarification that no actual construction had occurred and that this approval was for changes to the drawings, which Vice-Mayor Colonell confirmed. Vice-Mayor Colonell provided additional comments on possible as-built and further explained the purpose of the switchgear, the location change, and the associated scope of work.

**ON THE MOTION:** Rollcall vote. Unanimous approval.

- b. Discussion/Approval for the purchase of an ARV Air Eject Valve for the Wastewater Plant to replace the currently damaged valve

Mayor Foster introduced the agenda item and explained the need for the purchase, the long lead times, and the risk of plant failure. Commissioner Harding confirmed the price at \$36,216.27. Mayor Foster asked for a motion to approve.

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

**DISCUSSION:** Commissioner Harding explained the original intention to approve on the May 21st agenda, but the Engineer and contractor requested that the purchase be approved earlier, if possible.

**ROLLCALL VOTE:** Unanimous approval.

3. **Citizen Comments:** Florence Schmidt, 430 4<sup>th</sup> Street, asked about the possibility of grant reimbursements for the Wastewater Plant expenditure, which Commissioner Harding explained will be attempted but not promised.
4. **Adjournment:** The meeting adjourned at 3:48 PM.

Respectfully submitted,

*Silvia Roussin*  
City Clerk

**CITY OF KEY COLONY BEACH**

Warrant Number	00426
Items paid from	April 1, 2026
to	April 30, 2026
First Horizon Checking Account - 6871	\$436,409.71
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$145,038.15
Infrastructure Reserve Account - 8644	-
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$54,639.39
Sewer Account - 6006	\$224,610.36
<b>TOTAL DISBURSEMENTS</b>	<b><u><u>\$860,697.61</u></u></b>



Do you reside within the City limits?

Yes  No

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

3 YRS.

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

Yes  No

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

Yes  No

Please rank your board preference(s):

1. UTILITY BOARD
2. BEAUTIFICATION COMMITTEE
3. PLANNING & ZONING BOARD

Have you ever served on a volunteer board or in a volunteer capacity before?

Yes  No

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

FOOD BANK FOR A CHURCH IN CLEVELAND OHIO

Why would you like to serve on this board?

TO GIVE BACK TO THE COMMUNITY IN WHICH I LIVE.

What special skills would you bring to this position?

SALES & MARKETING - RENTAL VACATION  
TALK RADIO SHOW HOST  
CEO MANUFACTURING CO., WON AN OSCAR  
FOR LOCAL TV SHOW I PRODUCED  
AI ADVERTISING & COMMERCIAL DESIGNED  
SONG WRITING  
CREATING VIDEOS

Please list fields of work experience:

PROPERTY MAINTENANCE & REPAIRS, FINDING VENDORS  
QUOTES / READING INCOME & BALANCE REPORTS  
WON 4 CASES I MARATHON COURTS US IN AI  
READING SPREAD SHEETS ETC  
GOOD INVESTOR (REAL ESTATE/STOCK)  
VACATION RENTAL MANAGER IN KEY COLONY BEACH & MARATHON FLORIDA

Local References (Please list 3):

1. BILL & MONIQUE BLUM TINGLER ST. MARATHON, FLORIDA
2. AMY & ROGER JOHNSON MARATHON, FLORIDA
3. GEORGIE 581 E OCEAN DR #5 SUNSET BEACH CLUB KEY COLONY BEACH, FL

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

If yes, please explain: \_\_\_\_\_

Signed: Elyse Kohout/STEPHENS Date: MAY 1, 2026

**SCHEDULE OF BOARD/COMMITTEE MEETINGS**

Beautification Committee	2 <sup>nd</sup> Tuesday of each month via Zoom	10:00 am
Planning and Zoning Board*	3 <sup>rd</sup> Wednesday of each month	3:30 pm
Recreation Committee	2 <sup>nd</sup> Thursday of each month via Zoom	10:00 am
Utility Board*	3 <sup>rd</sup> Tuesday of each month	3:30 pm

\*These boards are subject to Financial Disclosure.

**Submit application to:**

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

**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

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

**Acknowledgments:**

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

Printed Name: ELIZABETH KOHOUT/STEPHENS

Signature: Elizabeth Kohout/Stephens

Date: MAY 4/2026



**Xylem Water Solutions USA, Inc.  
Flygt Products**

March 31, 2026

15132 Park Of Commerce Blvd.  
Suite 102  
Jupiter, FL 33478  
Tel (561) 848-1200  
Fax (561) 848-1299

CITY OF KEY COLONY BEACH  
PO BOX 510141  
KEY COLONY BEACH FL 33051

Quote # 2026-WEP-0272  
Project Name: PART Quotes  
Job Name:

**PUMPS FOR EMERGENCY**

Qty	Part Number	Description	Unit Price	Extended Price
2	3127.060-2526	Flygt Model NP-3127.060 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 7.5 HP 1750 RPM motor, 439 impeller, 1 x 50 Ft. length of submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 16,002.00	\$ 32,004.00
2	665 90 58	ANODE SET,ZINC	\$ 169.00	\$ 338.00
2	665 90 55	ANODE SET,ZINC	\$ 242.00	\$ 484.00
<b>PUMPS FOR EMERGENCY Price</b>				<b>\$ 32,826.00</b>
<b>Total Price</b>				<b>\$ 32,826.00</b>
<b>Freight Charge</b>				<b>\$ 1,477.00</b>
<b>Total Price</b>				<b>\$ 34,303.00</b>

**Terms & Conditions**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

**As of October 14<sup>th</sup>, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.**



**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.  
**Freight Terms:** 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)  
 See Freight Payment (Delivery Terms) below.  
**Taxes:** State, local and other applicable taxes are not included in this quotation.  
**Back Charges:** Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.  
**Tariff Changes:** The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.  
**Shortages:** Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Customer Acceptance:**  
 A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: \_\_\_\_\_ Company/Utility: \_\_\_\_\_  
 Name : \_\_\_\_\_ Address: \_\_\_\_\_  
 (PLEASE PRINT)  
 Email: \_\_\_\_\_  
 Date: \_\_\_\_\_ Phone \_\_\_\_\_  
 PO#: \_\_\_\_\_ Fax: \_\_\_\_\_

**Terms of Delivery:** PP/Add Order Position  
**Time of Delivery:** CURRENTLY IN STOCK AT OUR DISTRIBUTION CENTER IN MEMPHIS

**Validity:** This Quote is valid for ninety (90) days.  
**Terms of Payment:** 100% N30 after invoice date.  
 Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Sincerely,





**Rick Reyes**  
Sales Representative

Cell: 561.699.4077  
rick.reyes@xylem.com



**Lesa Bondesen-Stolp**  
Senior Customer Support Specialist  
Phone: 704-227-5019

lesa.bondesen@xylem.com





**Xylem Water Solutions USA, Inc.  
Flygt Products**

**Customer Acceptance**

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xylem.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

**Purchase Orders:** Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2026-WEP-0272  
Customer Name: CITY OF KEY COLONY BEACH  
Job Name:  
Total Amount: \$ 32,826.00  
(excluding freight)

Signature: _____	Name: _____ (PLEASE PRINT)
Company/Utility: _____	PO: _____
Address: _____	Date: _____
_____	Phone: _____
_____	Email: _____
_____	Fax: _____



Emergency Approval by the Mayor 3/24  
SR 5-15



# INVOICE

Remit To: Reynolds Construction, LLC  
6225 N Co Rd 75 E  
ORLEANS, IN 47452

INVOICE NO: 22409-02  
DATE: May 13, 2026

To: Key Colony Beach  
480 Eighth Street  
Key Colony Beach, FL 33050

Reference:  
KCB Drying Bed Drain

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Drying Bed Drain		\$21,587.20
SUBTOTAL			\$21,587.20
SALES TAX			
SHIPPING & HANDLING			
<b>TOTAL DUE</b>			<b>\$ 21,587.20</b>

Customers can ACH or wire payment to our bank as indicated below (preferred):

CIBC  
120 S LaSalle Street  
Chicago, IL 60603  
ABA:0710-0648-6  
Acct# 2414546

If you have any questions concerning this invoice, call: Danielle Bailey 877-770-027  
INV 22610-02 KCB 100-10100

THANK YOU FOR YOUR BUSINESS!

CPH  
Attn: Mr. Jason Shepler – VP of Environmental Services  
580-1 Wells Rd  
Orange Park, FL 32703

March 9, 2025

RE: City of Key Colony Beach  
WRF Upgrades

Mr. Shepler:

Reynolds Construction (RC) appreciates the opportunity to assist the City of Key Colony Beach with providing upgrades to the City's water reclamation facility.

After discussions with FJ Nugent during start up, it was determined that groundwater with a high salinity is currently draining into the newly installed lift station. The corrosion from the groundwater will lead to damages to the station's grinder pumps and void the warranty. It was determined that the groundwater is leaking into the station from the clay tile drain from the drying bed. Reynolds proposes to cap the drying bed drain inside the lift station and reroute the drying bed drain and tie into the UV well drain with SDR piping.

Based on job site reviews and current material costs, Reynolds proposes to complete the scope of work below for a total of

- \$21,587.20 (Twenty-one thousand five hundred eighty-seven dollars and twenty cents)

Scope of work includes.

- Excavating/trenching a new drain line for the drying bed that will tie into the three" UV well effluent.
- Installation of a new six-inch drain using sdr26 piping or an equal alternative, creating a new drain.
- Capping the existing six-inch drain inside the lift station.
- Rerouting the four-inch drain from the RO building that was tied into the six-inch line and tying it into the two-inch drain from the plant's office bathroom.
- Backfill and compaction of the newly installed trench for the drain.
- Installation of a cleanout to flush any blockage at the tie-in WYE for the drying bed and well drains.

Scope of work does not include.

- Permitting from the City of Key Colony
- Cutting or demolishing of any existing concrete pads for the lift station and facility's dumpster.
- Removal of the existing drain line from the drying bed. Line will be capped only.
- Modifications to the stations disconnect, pumps, or electrical wires.

Please provide Reynolds with directions on how to proceed at this time.

Respectfully Provided:  
Reynolds Construction, LLC



Luke Johnson



**Reynolds Construction**

11107 4th Avenue Ocean  
Marathon, FL 33050

CHANGE PROPOSAL  
SUMMARY NO:

PROJECT NAME	Key Colony Beach - Drying Bed Effluent Clay Pipe Rerout & Lift Station Capping	PROJ. NO.:	
LOCATION:	Marathon, FL	DATE:	03/04/26
OWNER:	City of Marathon	DRAWING NO.:	
ENGINEER:		SPEC. SECTION:	

REFERENCE PCO NO.: 000 FIELD DIRECTIVE NO.: 0 RFI NO.: N/A OTHER:

**DESCRIPTION:** Key Colony Beach - Drying Bed Effluent Clay Pipe Rerout & Lift Station Capping

- Reynolds to disconnect the the 6" clay tile drain piping and reroute with sdr26 pipe and tie into the 3" UV well drain.
- Reynolds will cap the existing 6" influent inside the new lift station to prevent groundwater with high salinity flowing into the station and potentially damage to the new grinder pumps.
- Reynolds does not anticipate undermining or cutting the newly poured concrete pad or the pre-existing dumpster pad.
- Reynolds will also disconnect the 4" drain from the RO building that was tied to the 6" drying bed line at the new lift station and tie into the plant lab's 2" bathroom line.

**PRICING INFORMATION**

<b>1. DIRECT LABOR</b>	See backup sheet for breakdown	0		\$	6,341.20
1.A PRODUCT LABOR:					
1.B <input type="checkbox"/> FOREMAN <input type="checkbox"/> SUPERINTENDENT	Safety	0	\$	88.24	\$ -
	QA/QC	0	\$	86.28	\$ -
1.C OFFICE ENGINEERING:	Superintendent	2	\$	133.00	\$ 266.00
	Project Engineer	12	\$	92.75	\$ 1,113.00
1.D BURDEN	Project Manager	0	\$	133.00	\$ -
	Labor Burden (included in Rates)				\$ -
					\$ 7,720.20

2. MATERIALS AND EQUIPMENT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
2.A INCORPORATED IN WORK:	See Detail Break Down	1	LS	\$ 7,485.00	\$ 7,485.00
2.B CONSUMED IN PERFORMANCE:	Small Tools and Expendables (5% of field labor) <i>(STC pending task)</i>				\$ 317.06
2.C EQUIPMENT:	See Backup Sheet	1	LS	\$ 1,140.00	\$ 1,140.00
	Fuel and Service 20% of Equip Cost	1	LS	\$ 228.00	\$ 228.00
2.D DIRECT COSTS:					\$ 9,170.06
2.E SALES TAX: 7.5%					\$ 687.75
					\$ 9,857.81

3. SUBCONTRACTORS	NAME	DESCRIPTION OF WORK	COST
3.A DIRECT:	See Detail Sheet		\$ -
3.B LOWER TIER:			\$ -

Contract Time Extension Costs	Days Requested	Daily Rate	COST
Contractor Extension Costs	0	0	\$ -
Subcontractor Extension Costs	0	0	\$ -
*(daily rate is subject to change per actual OH items)			Total Time Extension Costs \$ -

**EXTENSION OF CONTRACT TIME:**

N/A	This Proposal does not include any \$ for extension or acceleration but the right to ask for these costs at a later date is expressly reserved if determined to be necessary.
N/A	Extension cost is included in this proposal
N/A	Acceleration cost to maintain project schedule are included in this proposal. *

5. FEE STRUCTURE	Rate	COST	Overhead & Profit	SUBTOTAL
<b>A. Contractor</b>				
1. Direct Labor:		\$ 7,720.20	20%	\$ 9,264.24
2. Material & Equipment:		\$ 9,857.81	20%	\$ 11,829.37
3. Subcontractors:		\$ -	10%	\$ -
4. Bond & Insurance:	1.95%	\$ 411.33	20%	\$ 493.59
<b>TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):</b>			<b>TOTAL</b>	<b>\$ 21,587.20</b>

**RECORD DOCUMENTS:** As part of this Change Proposal, the Contractor shall provide applicable record drawing information affected by this change.

Signed: Josh Vondersaar  
 Title: Project Manager Date: 03/04/26  
 Contractor: Reynolds Construction, LLC

**ACCEPTANCE BY OWNER**

Signature of Owner's Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 Engineer to prepare necessary change order \_\_\_\_\_ Engineer to Re-negotiate change proposal as noted above \_\_\_\_\_ Other as above \_\_\_\_\_

OWNER:	CONTRACTOR: Reynolds Construction	PROJECT
ENGINEER:	FIELD:	NO.:
	OTHER:	DATE:

## Luke Johnson

---

**From:** Jason Shepler <jason.shepler@cphcorp.com>  
**Sent:** Friday, March 27, 2026 3:02 PM  
**To:** Luke Johnson  
**Cc:** Joshua Vondersaar  
**Subject:** RE: Proposed Drying Bed and RO Drain Reroute Sketch (002).pdf 0604-08-1

**WARNING: This email originated outside of Reynolds Construction from [jason.shepler@cphcorp.com](mailto:jason.shepler@cphcorp.com). DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.**

---

Thanks...I don't think there is a separate line from the injection wells, so let's go with the inline valve like the sketch I sent this morning laid out.

What size are you proposing for the underdrain intercept and back to the wet well? Let's keep that size to intercept the 3" or 4" and then transition back to existing on either side of the wye and valve.

Thanks for the clarification on the FM...I now remember that from the ISAM project. I'm getting old 😊

When would you all be able to start so I can alert the City?

Thanks! jason

---

**From:** Luke Johnson <Luke.Johnson@reynoldscon.com>  
**Sent:** Friday, March 27, 2026 2:17 PM  
**To:** Jason Shepler <jason.shepler@cphcorp.com>  
**Cc:** Joshua Vondersaar <joshua.vondersaar@reynoldscon.com>  
**Subject:** RE: Proposed Drying Bed and RO Drain Reroute Sketch (002).pdf 0604-08-1

**This Message is from an external sender.**

---

Jason,

- Reynolds sketch indicated a UV Well Drain but I think that is the old concrete pad drain? Look at the enclosed records and see if you agree OR if we have another feed to the wet well that should be addressed. **This may be that concrete drain. I can't say with any certainty. We didn't do any excavating past the general lift station area. Shane thought it was a drain for the UV well.**
- If the above is the conc pad underdrain, then we need to move the valve inline so any open underdrain is valved OFF to the wet well. That pipe is either 3" or 4"...records indicate both. I recommend we go with a larger 6" connection and just transition down on either end so we have a normal valve size...maybe 4" is the right size. **We can add a valve to in line. The line does enter the station as 3" but it might be reduced from 4".**

- Could you all confirm if the RO drain connects to the underdrain or the lab drain? If the RO drain is connected to the underdrain, then we need to connect that piping to the lab drain. We need to be able to cap off the existing underdrain connection in the wet well to remove further tidal influence into the well. **Currently it connects to the underdrain. Our plan was to connect it to the lab drain like you said.**
- One request, can you investigate the pump station near the ISAM tank and ensure it is operating correctly. I haven't dug up the field mark-ups but I believe that is now tied into the 10" FM and goes to the head of the plant. I believe the station we are working on connects to that overall manifold. **The station is operating. Shane said it doesn't tie into the 10" FM and connect to the head of the plant. He said it feeds into the MBR tank from a 3" line that branches off into each individual MBR. (See attached picture. Highlighted piping is what he's referring to.)**

Let me know if you have any further questions.

Thank you,  
**LUKE JOHNSON**  
 Project Engineer  
**Reynolds Construction, LLC**

---

**From:** Jason Shepler <[jason.shepler@cphcorp.com](mailto:jason.shepler@cphcorp.com)>  
**Sent:** Friday, March 27, 2026 10:28 AM  
**To:** Joshua Vondersaar <[joshua.vondersaar@reynoldscon.com](mailto:joshua.vondersaar@reynoldscon.com)>; Luke Johnson <[Luke.Johnson@reynoldscon.com](mailto:Luke.Johnson@reynoldscon.com)>  
**Subject:** RE: Proposed Drying Bed and RO Drain Reroute Sketch (002).pdf 0604-08-1

**WARNING: This email originated outside of Reynolds Construction from [jason.shepler@cphcorp.com](mailto:jason.shepler@cphcorp.com). DO NOT CLICK LINKS OR ATTACHMENTS UNLESS YOU RECOGNIZE THE SENDER AND KNOW THE CONTENT IS SAFE.**

**Josh/Luke –**

We can schedule a call if helpful, but review the enclosed and here are my questions/items of interest:

- Reynolds sketch indicated a UV Well Drain but I think that is the old concrete pad drain? Look at the enclosed records and see if you agree OR if we have another feed to the wet well that should be addressed.
- If the above is the conc pad underdrain, then we need to move the valve inline so any open underdrain is valved OFF to the wet well. That pipe is either 3" or 4"...records indicate both. I recommend we go with a larger 6" connection and just transition down on either end so we have a normal valve size...maybe 4" is the right size.
- Could you all confirm if the RO drain connects to the underdrain or the lab drain? If the RO drain is connected to the underdrain, then we need to connect that piping to the lab drain. We need to be able to cap off the existing underdrain connection in the wetwell to remove further tidal influence into the well.
- One request, can you investigate the pump station near the ISAM tank and ensure it is operating correctly. I haven't dug up the field mark-ups but I believe that is now tied into the 10" FM and

goes to the head of the plant. I believe the station we are working on connects to that overall manifold.

Once we are on the same page, y'all are cut loose to proceed.

Thanks – jason

---

**From:** Joshua Vondersaar <[joshua.vondersaar@reynoldscon.com](mailto:joshua.vondersaar@reynoldscon.com)>  
**Sent:** Friday, March 27, 2026 8:22 AM  
**To:** Jason Shepler <[jason.shepler@cphcorp.com](mailto:jason.shepler@cphcorp.com)>  
**Cc:** Luke Johnson <[Luke.Johnson@reynoldscon.com](mailto:Luke.Johnson@reynoldscon.com)>  
**Subject:** Proposed Drying Bed and RO Drain Reroute Sketch (002).pdf

**This Message is from an external sender.**

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Updated with a thought.

Jason – please let us know what you think and how we can help KCB



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## Document Digitization & Public Records Platform

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### **Digitization, Secure Storage & Indexing of Property Records**

**Submitted to:** City of Key Colony Beach, Florida

**Submitted by:** Titl

---

City of Key Colony Beach  
600 West Ocean Drive  
Key Colony Beach, FL  
33051

Dear Mayor & City Commission,

Titl is pleased to submit this proposal to support the City of Key Colony Beach in modernizing its property records through secure digitization, structured indexing, and long-term accessibility.

Our platform is built to take unstructured property record data and turn it into usable, structured outputs—quickly and reliably. We bring that same approach to municipal records: clean data, clear organization, and systems designed for long-term trust and usability.

We understand the importance of accuracy, security, and auditability when working with public records. Our team is prepared to execute this project efficiently while ensuring full compliance with Florida municipal standards.

We appreciate the opportunity to partner with the City and look forward to delivering a solution that will serve your staff and residents for years to come.

Sincerely,  
**Tory Ricalis**  
Founder, Titl

---

## Document Digitization & Public Records Platform

A phased solution to scan, and index Key Colony Beach's legacy records — includes shredding of documents.

### SCOPE OF WORK & INVESTMENT — TWO PHASES

Scope of Work	Investment
<b>01 Phase 1 — Scanning &amp; Secure PDF Storage</b> <ul style="list-style-type: none"> <li>All paper records professionally scanned and converted to PDF</li> <li>Document preparation, quality control, and duplicate review</li> <li>Secure, redundant cloud archive with access controls</li> <li>Delivery of complete digital record set upon project completion</li> </ul>	<b>\$25,000</b> One-Time
<b>02 Phase 2 — Indexing &amp; Metadata Tagging</b> <ul style="list-style-type: none"> <li>Every document indexed with structured metadata fields</li> <li>Fields include Parcel ID, document type, date, grantor/grantee, summary</li> <li>Enables precise, instant full-text and field-based search</li> <li>Index delivered in open format compatible with any records system</li> </ul>	<b>\$10,000</b> One-Time

### INVESTMENT SUMMARY

Service / Phase	Type	Unit Price	Qty	Total
Phase 1 — Scanning & Secure PDF Storage	One-Time	\$25,000	1	\$25,000
Phase 2 — Indexing & Metadata Tagging	One-Time	\$10,000	1	\$10,000
<b>One-Time Total (Phase 1 + Phase 2)</b>				<b>\$35,000</b>

### WHY THIS MATTERS FOR KEY COLONY BEACH

#### Budget-Aligned

FY2025-26 Building Dept. budget (Account 524-070) explicitly lists Document Storage/Scanning as a need. Titl delivers the complete, scalable solution.

#### Records Urgency

City Hall is under active renovation. Decades of legacy records require immediate digitization to prevent loss, damage, or access failure.

---

## 2. Company Overview

Titl is a technology company focused on transforming property data into structured, usable information.

We specialize in:

- Scanning and digitization/normalization of property records
- Metadata structuring and indexing
- Secure data infrastructure and storage

Our approach emphasizes:

- Speed without sacrificing accuracy
- Clean, standardized data
- Systems designed for long-term use and interoperability

---

## 3. Project Understanding

The City of Key Colony Beach requires a partner to:

- Convert physical property records into high-quality digital formats
- Ensure secure storage
- Structure records with standardized metadata

---

## 4. Project Timeline

Phase	Duration
Project Kickoff & Intake	1–2 weeks
Scanning & QC	3–6 weeks (volume dependent)
Indexing & Metadata Tagging	3–5 weeks
Final QA & Delivery	1–2 weeks

**Total Estimated Duration: 8–12 weeks**

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## 5. Deliverables

- Fully digitized document archive
- Secure cloud-based repository with access controls
- Structured metadata dataset (CSV/JSON)
- Data dictionary
- Quality assurance and validation report
- Final project completion report

---

## 6. Compensation & Payment Terms

### Pricing Structure

Fixed-fee, milestone-based pricing inclusive of all services.

### Payment Terms

- Net 30, in accordance with Florida Prompt Payment Act (F.S. 218.70–218.79)
- Payment tied to acceptance of deliverables

### Retainage

Up to 10% retained at City's discretion, released upon final acceptance.

---

## 7. Compliance & Security

Titl adheres to industry best practices for data security and municipal compliance:

- Encryption (in transit and at rest)
- Role-based access controls
- Audit logging
- Secure cloud infrastructure

---

## 8. Qualifications & Experience

- Experience working with complex property record datasets
- Expertise in structuring unorganized data into usable systems
- Technology-first approach to efficiency and accuracy

We are uniquely positioned to bridge traditional records with modern systems.

---

## 9. Assumptions

- Records are to be accessed in Key Colony Beach under controlled environment
- City provides access to documents and designated point of contact
- Any extraordinary document restoration needs are out of scope unless agreed upon
- No documents to be removed from controlled environment

---

## 10. References

1. Jim Czapiga  
CEO of CATIC  
(860) 798-7824  
[JCzapiga@catic.com](mailto:JCzapiga@catic.com)
2. Cynthia Waterman  
CEO of Rezervology  
(512) 590-9333  
[cw@rezervology.com](mailto:cw@rezervology.com)
3. Stewart Holley  
Executive VP of Sales Orange Data  
(423) 649-8630  
[stewart@orangedata.com](mailto:stewart@orangedata.com)

---

## 11 Acceptance

This proposal is valid for **90 days** from submission date.

---

# Document Digitization & Public Records Platform

## Scope of Work

Project: Digitization, Secure Storage, and Indexing of Property Records

---

### Phase 1 — Scanning & Secure PDF Storage

#### Objective

Convert all physical records into high-quality, searchable digital files and securely store them in a structured, access-controlled environment.

#### Scope of Services

##### 1. Document Preparation

- Remove bindings, staples, and fasteners
- Organize records in logical batches (by parcel, document type, or date)
- Identify and flag damaged or fragile documents
- Perform duplicate detection and removal prior to scanning

##### 2. Scanning & Conversion

- Scan all documents at a minimum of 300 DPI in grayscale as appropriate
- Convert all files into searchable PDF format (OCR-enabled)
- Ensure consistent file naming conventions aligned with indexing schema
- Maintain document integrity and page order throughout the process

##### 3. Quality Control (QC)

- Perform page-by-page review for:
  - Image clarity and completeness
  - Skewing, cropping, or distortion issues
  - Missing or duplicated pages
- Re-scan documents that do not meet quality standards
- Maintain a QC log documenting any issues and resolutions

##### 4. Secure Cloud Storage

- Upload all digitized files to a secure, redundant cloud environment
- Implement:
  - Role-based access controls (RBAC)
  - Encryption at rest and in transit
  - Audit logging for access and activity
- Ensure compliance with industry-standard security practices

---

## 5. Deliverables (Phase 1)

Complete digital archive of all scanned records in searchable PDF format  
Organized folder/file structure aligned with indexing schema  
Secure cloud access provisioned for authorized users  
QC and processing report summarizing volumes, exceptions, and duplicates removed

---

## Phase 2 — Indexing & Metadata Tagging

### Objective

Structure all digitized records with standardized metadata to enable fast, accurate search and downstream processing.

### Scope of Services

#### 1. Metadata Extraction & Tagging

Index each document with structured metadata fields, including:

Parcel ID

Document Type (e.g., deed, lien, mortgage, release)

Recording Date

Grantor / Grantee

Document Summary (brief abstract)

Normalize data fields for consistency (naming conventions, formatting, etc.)

#### 2. Data Validation & QA

Perform validation checks to ensure:

Accuracy of extracted metadata

Proper field mapping

Consistency across document sets

Flag and resolve ambiguous or incomplete records

Maintain audit trail of corrections and assumptions

#### 3. Search Enablement

Ensure all documents support:

Full-text search (via OCR)

Field-based filtering and querying

Structure metadata to support integration into downstream systems (e.g., existing database, systems)

#### 4. Data Formatting & Delivery

Deliver indexed dataset in open, portable formats, including:

CSV / Excel (structured metadata)

JSON (optional, for system ingestion)

Ensure compatibility with third-party record systems and internal platforms

---

## 5. Deliverables (Phase 2)

Fully indexed document set with complete metadata coverage  
Structured metadata files (CSV/JSON)  
Data dictionary defining all fields and formats  
Final QA report with accuracy metrics and validation summary

---

### Success Criteria

100% of provided documents digitized and accounted for  
≥ 99% scanning accuracy and completeness  
≥ 98% metadata accuracy across indexed fields  
Secure storage environment with controlled access and auditability

---

### Optional Add-Ons (if needed)

API integration into Titl platform  
Ongoing ingestion pipeline for new records  
AI-assisted document classification and summarization  
Title production pre-processing (commitment-ready structuring)

# *City of Key Colony Beach*

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



Permit Extension Request – Permit B24-000440 200 13th Street, Key Colony Beach  
Presented by: Key Colony Beach Building Department and Tony Loreno

Mayor and Commissioners,

On behalf of the Building Department, I am presenting the extension request for Permit B24-000440, located at 200 13th Street. This permit was issued on January 23, 2025, and was set to expire on April 23, 2026. The contractor, JRC Pro Builders, submitted their extension request within the required 30-day window prior to the expiration date.

Construction on this project has remained active and continuous since the permit was issued. The most recent inspection, completed on March 26, 2026, covered the retaining wall fence foundation, footers, and pilings. At this stage, the shell, interior framing, roof, and all MEP rough-ins are complete, and the project is approximately 70 percent finished. The site has been maintained in good order, and JRC Pro Builders has a positive history of working within the City. All permit fees have been paid in full, and there has been no lapse of work exceeding 180 days.

Under Section 6-7 of the City Code, the Commission may grant an extension of up to one year. The Code also gives the Commission full authority to determine whether extension fees are applied as part of the approval. The Code allows for a monthly extension fee equal to 10 percent of the original building fees. The decision on whether to assess these fees is made by the Commission when considering the extension request.

The Commission has full discretion to grant the extension, grant it with fees, or deny the request.

Please see attached permit original permit information and relevant Key Colony Code.

**Sec. 6-7. - New construction: required performance and permit expiration.**

(a) Failure to begin work. Completed foundation and/or pilings for the structure for which the permit was issued must be in place within the time provided in the Florida Building Code. An appeal can be made to the city commission for one (1), ninety-day extension prior to expiration of the initial period.

If an extension is not requested or granted, the permit becomes null and void. If a permit becomes null and void pursuant to this subsection, a new permit must be obtained before construction is started, and new fees must be paid therefor. (b) Discontinuance of work.

If work on new construction under a permit issued in accordance with this chapter is discontinued and builder does not request an inspection to show proof of continued construction for a period of one hundred eighty (180) days without the consent of the city commission, the permit shall be null and void. (c)

Restoration of property. If a permit becomes null and void for either failure to begin the new construction work or discontinuance of the work, it shall be the duty of the permittee and the property owner to restore the property to its condition prior to the issuance of the permit. (d)

Deadline for completing new construction. Unless otherwise specified by the city commission, every building or structure on which new construction is started must be completed within fifteen (15) months from the date of the start of construction, and any building or structure which is not completed within said fifteen (15) months shall be considered in violation of this article and the owner thereof shall be subject to penalties for violation of this article; provided, however, that the city commission may grant extensions not to exceed one (1) year in the aggregate for the completion of said construction.

Said extension shall not be considered unless requested by the property owner or owner's agent prior to thirty (30) days of the date of expiration of the permit, unless the applicant shows good cause to the commission that he was unable to present his request for an extension prior to thirty (30) days of the date of expiration of the permit. Unless otherwise directed by the city commission, the monthly fee payable in advance for the extension shall be **ten (10) per cent of the original building fees including impact fees and sewer connection fees for issuance of the permit.**

After the extension has expired, the permit shall be null and void. (e) Continuation of construction permit. When a permit becomes null and void because of permit expiration, and the property owner has not requested an extension, the property owner must then apply to the building department for a continuation permit to complete the construction.

The monthly fee payable in advance for the continuation permit shall be fifteen (15) per cent of the original building fees including impact fees and sewer connection fees applicable when the original building permit was issued. The time frame for the continuation permit shall be the decision of the city commission and the property owner.



Date: April 9, 2026

Subject: Formal Request for Permit Extension – Permit #B24-000440  
Property Address: 200 13th Street

To whom it may concern:

On behalf of JRC PRO Builders LLC, I respectfully submit this formal request for an extension of Permit #B24-000440 for the new construction project located at 200 13th Street.

This request is made in good faith, with the intent to ensure the project is completed in full compliance with all applicable codes, inspections, and City requirements.

#### 1. Permit Details

- Permit Number: B24-000440
- Project Address: 200 13th Street
- Scope of Work: New residential construction per approved plans and Florida Building Code

#### 2. Current State of Construction

The project is actively under construction and has made measurable progress, including completion of initial site work, foundation, and ongoing structural development. All work performed to date has followed proper permitting procedures and required inspections.

#### 3. Date Work Commenced

Construction commenced approximately 3 to 4 months after permit issuance, due to the necessary lender approval and financing process required prior to mobilization.

#### 4. Estimated Completion Date

The projected completion date is April 2027.

## 5. Justification for Extension Request

The need for this extension is the result of circumstances beyond the control of the contractor and ownership, including:

- Mandatory lender approval and funding timelines prior to construction start
- Industry-wide material lead times and supply chain delays
- Coordination of inspections and subcontractor scheduling
- Weather-related interruptions typical to South Florida

Despite these factors, the project has remained active, compliant, and consistently progressing forward.

It is important to emphasize that this is not a dormant or abandoned permit. On the contrary, the project reflects a continued investment of time, labor, and resources, with full intent to complete construction responsibly and in accordance with City standards.

## 6. Additional Request

We respectfully request that the City grant this extension to allow for the orderly and uninterrupted completion of the project. Denial of this extension would result in unnecessary hardship, including delays, duplication of administrative processes, and increased costs, despite the project being actively underway.

Granting this extension will support the completion of a compliant, code-abiding structure that contributes positively to the community.

---

We appreciate your consideration and continued support. Should you require any additional documentation, inspection records, or progress updates, we are fully prepared to provide them promptly.

Respectfully submitted,



Jose Davalos  
President & Licensed General Contractor

<b>CITY OF KEY COLONY BEACH</b> 305-289-1212			
<b>WORKING HOURS:</b> 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS	<h1>BUILDING PERMIT</h1>	<b>ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS TYPE OF CONSTRUCTION/ ALTERATION:</b> JOSE DAVALOS / JRC PRO BUILDERS of the Keys LLC <b>Build a new CBS single home, two story about 3469 Sq' with 6 beds, 8 baths and elevator.</b> 00079872-001710 <b>\$1,000,000.00</b>	
<p><b>WARNING TO OWNER; YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.</b></p> <p><b>Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day.</b></p> <p><b>FOR INSPECTIONS, PLEASE CALL 305-289-1212 EXT. 3 OR EMAIL INSPECTION REQUESTS TO BUILDINGASSISTANT @KEYCOLONYBEACH.NET PLEASE NOTE ALL INSPECTIONS MUST BE EMAILED OR CALLED IN NO LATER THAN 2PM FOR NEXT DAY INSPECTIONS.</b></p>		Lot: <u>  16  </u> Block: <u>  1  </u>	
		Street Address: <u>200 13th ST VACANT LOT</u>	
		Subdivision: <u>COURY SUBD #2</u>	
		Property Owner: <u>ROBERT HARDESTY &amp; SHARON SWANSON</u>	
		Date Issued: <u>01/23/2025</u>  Expiration Date: <u>04/23/2026</u>	
		Permit No. <u>B24-000440</u>	
<b>Inspection Type</b>	<b>Date Approved</b>	<b>Inspector</b>	<b>Comment</b>

## Posted Rules

This building permit must be displayed at this job site, visible from the street. *Name/phone number of the permit holder must also be posted at this job site.*

All Contractor and employee vehicles must have identification of the contractor by name and their certificate number in a size no less than three (3) inches. Park in the driveway of the home you are working, or in the 5 foot right of way in front of the home if no driveway.

**Park in the street ONLY as a last resort/If ANY part of the vehicle is in the street mark the front and back of the vehicle with orange safety cones.**

**-SAMPLE- TASK ORDER:**

**City of Key Colony Beach, FL  
TASK ORDER NO. 2026-01  
Tropical Cyclone Deployment (Hurricane Irma Scenario)**

This Task Order is issued pursuant to and governed by the terms and provisions of Article 3 of the Standard Services Agreement between Early Alert, Inc. (EA) and City of Key Colony Beach, FL (City).

**Duration and Term**

*Subject to operational necessity and City approval*

- **Pre-Landfall: 2 Days**
- **Post-Landfall: 7 Days**
- **Total Operational Period: 9 Days**

**Incident Overview (Summary)**

This Task Order supports pre-landfall, landfall, and initial recovery operations for a major tropical cyclone event impacting the Florida Keys, consistent with conditions experienced during Hurricane Irma.

The operational environment is defined by full-island exposure, constrained access, and a high probability of widespread disruption to critical infrastructure, including power, communications, water, and transportation systems.

The primary objective is to ensure continuity of operations and continuity of government, stabilize Emergency Operations Center (EOC) functions, maintain real-time situational awareness, and support coordinated response and early recovery activities in alignment with Monroe County and State of Florida frameworks.

**Scope of Services (Summary)**

Early Alert will provide scalable Incident Management Support Team (IMST) and Emergency Operations Center (EOC) support aligned with the National Incident Management System (NIMS) and Incident Command System (ICS).

Services include:

- EOC staffing augmentation across command and general staff functions
- Situation reporting and maintenance of a common operating picture

- Incident Action Planning (IAP) development and operational cycle support
- FEMA Public Assistance (PA) advisory services and documentation support
- Damage assessment coordination and reporting

These services are designed to strengthen operational coordination, support timely and informed decision-making, and enable an efficient transition from response to recovery.

### Detailed Cost Tables

Position	Rate (\$/hr)	Hours/Day	Day	Total (\$)
Senior Emergency Management Consultant	275	12	9	29,700
Emergency Management Specialist (2)	185	12	9	39,960
FEMA Public Assistance Specialist	225	12	9	24,300

Phase 1 Activation Fee: \$9,600

**Total Estimated Labor Cost:**  
**\$103,560**

### FEMA Public Assistance Compliance

All services performed under this Task Order are intended to support eligibility under the FEMA Public Assistance (PA) Program, specifically **Category B – Emergency Protective Measures**, contingent upon a Presidential Disaster Declaration.

Costs incurred must be necessary, reasonable, and directly attributable to eligible emergency response activities. Early Alert will maintain documentation in accordance with FEMA requirements, including:

- Daily activity logs
- Personnel time records
- Cost tracking and supporting documentation

All procurement and contracting actions are assumed to comply with **2 CFR Part 200 (Uniform Guidance)**, including requirements for full and open competition and cost reasonableness.

FEMA reimbursement is not guaranteed and remains subject to Federal and State review, audit, and approval. The City retains responsibility for submission, documentation, and compliance with all applicable Federal, State, and local requirements.

All rates and costs will be applied in accordance with the Fee Schedule outlined on pages 33–38 of Early Alert’s proposal submitted in response to RFP XXXX.

**Approval and Acceptance:**

The undersigned hereby acknowledge and accept the terms and conditions of this Task Order, as authorized representatives of the respective parties under the Standard Services Agreement.

<p><b>IN WITNESS WHEREOF</b>, the parties hereto have executed this Agreement or caused this Agreement to be executed by its authorized representatives on the Effective Date.</p>	
<p><b>City of KCB, FL.</b></p> <p><b>Name:</b> _____ Print</p> <p><b>Title:</b> _____</p> <p><b>Sign:</b> _____ Authorized Agent or Officer</p> <p><b>Date:</b> _____</p>	<p><b>EARLY ALERT, INC.</b></p> <p><b>Name:</b> _____ Print</p> <p><b>Title:</b> _____</p> <p><b>Sign:</b> _____ Authorized Agent or Officer</p> <p><b>Date:</b> _____</p>

***City of Key Colony Beach, Florida***

***REQUEST FOR PROPOSAL***

***RFP 2026-02***

**SLUDGE HAULING**



## RFP 2026-02 – SLUDGE HAULING

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## RFP 2026-02 – SLUDGE HAULING

### REQUEST FOR PROPOSAL

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on April 16, 2026 at 9:35 AM the City of Key Colony Beach, Florida (the “City”) will open sealed proposals for the following:**

#### **RFP 2026-02 SLUDGE HAULING**

**Specifications and proposal documents may be requested from Demand Star by going to the website [www.demandstar.com](http://www.demandstar.com). The public record documents are available by contacting the City at City Of Key Colony Beach, P.O. Box 510141, 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141.**

**Questions regarding the proposal should be directed by e-mail to City Commissioner, Tom Harding at [tom.harding@keycolonybeach.net](mailto:tom.harding@keycolonybeach.net) on or before the date published in the bid calendar.**

**If the event an addendum or Q&A are issued based on this solicitation they will be posted on [www.demandstar.com](http://www.demandstar.com). You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.**

**Proposals must be submitted to the City Clerk in hard copy and digital format. Submissions shall include one (1) original and five (5) clearly labeled copies, along with one (1) digital copy on a USB drive. All materials must be enclosed in a sealed package clearly marked on the outside: “REQUEST FOR PROPOSALS: 2026-02 SLUDGE HAULING,” and addressed to: City of Key Colony Beach, Florida, City Clerk’s Office, 600 W. Ocean Drive, Key Colony Beach, Florida 33051.**

**All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.**

**Prospective respondents should contact the City Clerk’s Office to obtain either an electronic or paper version of the bid documents by calling 305-289-1212 (ext. 2), or e-mail: [cityclerk@keycolonybeach.net](mailto:cityclerk@keycolonybeach.net).**

**All proposals must remain valid for a period of ninety (90) days or until the City approves the contract. The City will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).**

**The City reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the City to do so.**

**Recommendation to the City of Key Colony Beach, Florida will be based upon a proposal(s) that represent the best interest of the City and award of the contract will be deemed by the City to be in the best interest of the City.**

**Dirk M. Smits, Esq.  
Released in Key Colony Beach, Florida**

**RFP 2026-02 – SLUDGE HAULING**

*City of Key Colony Beach, Florida*

**PROPOSAL FORM**

**BID DUE /BID OPENING DATE/TIME: April 16, 2026, 11:00 A.M.**

\_\_\_\_\_  
**NAME OF COMPANY**

\_\_\_\_\_  
**ADDRESS OF COMPANY**

\_\_\_\_\_  
**PRINT NAME OF AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**EMAIL ADDRESS**

\_\_\_\_\_  
**TELEPHONE No.**

\_\_\_\_\_  
**FAX**

**PLEASE BE SURE THAT THE NAME OF YOUR COMPANY APPEARS ON EACH PAGE OF THIS PROPOSAL FORM.**

**IF SIGNED BY AN AGENT OF NAMED COMPANY WRITTEN EVIDENCE FROM THE OWNER OF RECORD OF HIS/HER AUTHORITY MUST ACCOMPANY THIS PROPOSAL.**

**Proposal Certification**

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 29 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of  
Proposer's Authorized Representative (blue ink preferred on original) \_\_\_\_\_ Date \_\_\_\_\_

Name of Proposer's Authorized Representative \_\_\_\_\_ Title of Proposer's Authorized Representative \_\_\_\_\_

## **RFP 2026-02 – SLUDGE HAULING**

### **BACKGROUND:**

The City of Key Colony Beach, Florida, (the “City”) is soliciting proposals to perform non-emergency hauling of domestic sludge (biosolids) waste of ~ 880,000 gallons per year, approximately 67,000 average gallons per month, with 22,500 gallons/month in the off season and 99,000 gallons/month in peak season hauls per month. Hauling will be on an as-requested and as-needed basis. All requests issued by the City for non-emergency hauling services shall require a mandatory response time of no more than twenty-four (24) hours.

Also included is a request to provide non-emergency pumping services during the cleaning of the City’s fifteen (15) lift stations, typically done twice a year. On site walk down may be required to determine manpower and equipment needs.

Also included is a request to provide emergency hauling of domestic sludge on an as-requested and as-needed basis. All emergency requests issued by the City shall require a mandatory response time of no more than one (1) hour.

All proposals must be responsive to all services requested above. Proposals that fail to include non-emergency services, emergency services, and periodic pumping services of the City’s lift stations may be deemed to be unresponsive.

Hauling will be from the City’s wastewater plant at 600 8<sup>th</sup> Street, Key Colony Beach, FL 33051 and/or the City’s fifteen (15) lift stations, to an FDEP permitted site designated by the proposer and agreed to by the City in accordance with the terms of this Request for Proposals.

The City reserves the right to award multiple contracts under this Request for Proposals.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from proposers, to allow corrections of errors or omissions, and to amend this RFP as necessary.

All materials submitted to the City in response to this RFP shall remain the property of the City. Submission of a proposal indicates acceptance by a firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected firm.

To be considered, a proposal must be received by April 16, 2026, at 11:00 A.M. The proposals will be evaluated and ranked according to the criteria provided in the “Evaluation Criteria” in this RFP. This RFP is not an offer by the City to contract with a selected firm responding to this RFP. The City reserves the right to reject any or all proposals, to waive minor irregularities in any proposal, to negotiate with and select one or more respondents, or cancel this request in total or in part. Please see the “Contents for Responses” in this RFP for further information.

### **SCOPE OF WORK:**

All terms and conditions required by respondents should be included within their response.

## **RFP 2026-02 – SLUDGE HAULING**

All costs of responding to this RFP are the responsibility of each respondent and may not be charged to the City. Any dispute concerning the timeliness of a response shall be resolved against the respondent.

The City seeks proposals to perform non-emergency hauling of domestic sludge (biosolids) waste of ~ 880,000 gallons per year, approximately 67,000 average gallons per month, with 22,500 gallons/month in the off season and 99,000 gallons/month in peak season hauls per month. Hauling will be on an as-requested and as-needed basis. All requests issued by the City for non-emergency hauling services shall require a mandatory response time of no more than 24 hours.

Also included is a request to provide non-emergency pumping services during the cleaning of the City's fifteen (15) lift stations, typically done twice a year. On site walk down may be required to determine manpower and equipment needs.

Also included is a request to provide emergency hauling of domestic sludge on an as-requested and as-needed basis, including a mandatory provision for emergency services for a pump truck to pump out the City's lift station(s) should they become non-functional and/or transfer waste from one station to another. All emergency requests issued by the City shall require a mandatory response time of no more than one (1) hour.

Hauling will be from the City's wastewater plant at 600 8<sup>th</sup> Street, Key Colony Beach, FL 33051 and/or the City's fifteen (15) lift stations, to a FDEP permitted site designated by the Bidder and agreed to by the City in accordance with the terms of this RFP. The successful bidder will be required to provide City supporting documentation of the hauling and disposal of the domestic sludge including the location and amounts of disposal.

**Transportation and Hauling:** The prospective bidder shall provide with its proposal the name, location, and FDEP permit number of any facility to which the domestic sludge will be transferred, as well as copies of all written agreements with third parties related to the same.

Reference rule 62-640.880 (1) (c) states:

(c) The source facility and the biosolids treatment facility shall enter into a written agreement addressing the quality and quantity of the biosolids accepted by the biosolids treatment facility. The agreement shall include a statement, signed by the biosolids treatment facility permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the biosolids treatment facility will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The biosolids treatment facility permittee shall submit a copy of this agreement to the appropriate District Office of the Department, or to the delegated Local Program, at least 30 days before transporting biosolids from the source facility to the biosolids treatment facility.

### **City Representation**

General Counsel – Vernis & Bowling of the Florida Keys, P.A.

### **Submittal Requirements**

Bidders must submit a proposal organized as outline below. Any proposal that does not contain the information outlined below may not be considered. Proposal contents shall be presented in the following sequence to facilitate evaluation:

1. Transmittal Letter

## **RFP 2026-02 – SLUDGE HAULING**

2. Company and Staff - Experience and Qualifications
3. Work Plan
4. Scope exclusions/addenda
5. Fee Proposal (Lump sum not-to-exceed fee and fee schedule/hourly rates)
6. References
7. Professional Services Agreement and Insurance
8. Other

The following includes a brief description of each of the above items:

### 1. Transmittal Letter

The transmittal letter should introduce the proposal, summarized not-to-exceed proposed costs, signed by an official authorized by the bidder to solicit business and enter into contracts. The letter should include the name, address, email address, and phone number of the bidder's primary contact person.

### 2. Company and Staff – Experience and Qualifications

The proposal must clearly demonstrate that the firm and its personnel possess the experience, qualifications, and capacity necessary to successfully perform the scope of services requested by the City, including a copy of all required permits and licenses necessary for its performance hereunder, which permits and licenses must be maintained for the entire term of any contract awarded.

### 3. Work Plan

This section should give an introduction and overview of the approach, list general objectives, develop a work plan by breaking down the project into specific tasks or work elements clearly associated with the scope of services included in this RFP, and explain the methodology to be used to complete each task.

This section should also include, at a minimum, the following specific information:

- The name, location, and FDEP permit number of any facility to which the domestic sludge will be hauled, transported and/or disposed.
- Copies of all written agreements between the prospective bidder and third parties related to the hauling, transporting, and disposal of the domestic sludge.
- A description of its methods, plans, procedures and processes for its timely performances hereunder, especially as to emergency requests for services.
- A description of its methods, plans, procedures and processes for timely and effective communications with the City, especially as to emergency requests for services.

### 4. Scope Exclusions/Addenda

In reviewing this RFP, the bidder may encounter tasks, which, in the opinion of the bidder, may be unnecessary, or, may have been omitted. The bidder may identify these tasks, and include any tasks that are deemed necessary by the bidder, but are not required or identified by this RFP.

### 5. Fee Proposal

In this section, provide in a table format, the cost for each task, including a listing of the personnel assigned to each task, hourly rates, and the number of hours each position is budgeted for each task. Identify other personnel billing practices and reimbursable costs. This table shall include a lump-sum fixed fee, not-to-exceed total cost for each Phase of this RFP. Please note any other fees and costs.

### 6. References

## **RFP 2026-02 – SLUDGE HAULING**

The proposal must identify three different clients for which the firm has provided services similar to those sought by the City within the last three years and that would be willing to provide a reference. Include the name and contact information of an appropriate individual with each client and briefly summarize the main services or initiatives the firm provided to the client. Experience of refunding successor agency to the RDA bonds is preferred.

### **7. Insurance**

Provide a statement that you have the required insurance in the amount, types, and endorsements required as described in Paragraph F of the General Information on Page 12.

### **8. Other**

Additional information the proposer may feel will strengthen the proposal or be of interest to the City.

**RFP 2026-02 – SLUDGE HAULING**  
*Selection Criteria*  
*(Bid Review Committee Use Only)*

Proposer: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Selection Criteria:</b>	<b>Point Value Max.</b>	<b>Point Value Awarded</b>
Cost of Services	30	_____
Suitability of Proposal to Meet City Needs, including procedures to ensure required response times and effective communications	25	_____
Prior Experience with Similar Scope of Work	15	_____
Company Background, Experience and Location.	10	_____
Professional Credentials, References and Qualifications	10	_____
Aspects of Proposal Exceeding Specifications Adding Quality	10	_____

Total:

## RFP 2026-02 – SLUDGE HAULING

### GENERAL INFORMATION

#### A. INTRODUCTION

The City of Key Colony Beach, Florida, Florida, hereinafter referred to as the "City" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

#### B.

CALENDAR OF EVENTS RFP 2026-02		
DATE:	TIME (ET):	ACTION:
April 1, 2026	5:00 PM	Release Solicitation
April 6, 2026	4:00 PM	Last day for submission of written questions to the City
April 10, 2026	4:00 PM	Last day for the City to post answers to questions
April 16, 2026	11:00 AM	Proposal Due/Bid Opening (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)
April 21, 2026	11:10 AM	Bid Review Committee
May 21, 2026	9:30 AM	City Commission Meeting (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)

## RFP 2026-02 – SLUDGE HAULING

### **C. SUBMISSION REQUIREMENTS**

1. Be advised that registering with DemandStar is a FREE service if registering to receive City of Key Colony Beach, Florida solicitations.

The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer. The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the City must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

The proposal package must be submitted no later than the date / time provided in the bid calendar.

### **D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION**

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

### **E. CONDITIONS AND LIMITATIONS**

a) The City reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.

b) The City may consider all proposals and reserves the right to award the contract(s) in the best interest of the City.

c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.

d) The City will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.

e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.

f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the City or City Commissioner regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.

g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the City.

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h) The City and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the City reserves the right to select an alternative proposer.

j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.

k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the City has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

### **F. INSURANCE REQUIREMENTS**

Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the City of Key Colony Beach, Florida.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the City specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the City would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

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### GENERAL TERMS & CONDITIONS

#### 1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the City of Key Colony Beach, Florida (the "City") or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submission of Proposals:** One (1) original, five (5) copies, so designated, and one (1) digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "REQUEST FOR PROPOSALS: 2026-01 TAX-EXEMPT LOAN FINANCING" and addressed to: City of Key Colony Beach, Florida, City Clerk's Office, 600 W. Ocean Drive, City of Key Colony Beach, FL 333051.

All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.

- c) **Receipt of Proposals:** The City is not responsible for timely submission of proposals.

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

i) Completed and signed **Invitation Package**

ii) Completed **Proposal** form(s)

iii) Certificate of Insurance

iv) Copies of all licenses and permits required to perform under this RFP

v) Copies of all agreements with third parties for the hauling, transportation and/or disposal of domestic sludge

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Hard copy, facsimile (FAX), or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the City reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the City at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The City will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

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ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- i) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- j) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- k) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or **Request for Qualifications** being addressed. City staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. **INQUIRIES/INFORMATION:** Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to the point of contact for this solicitation listed on page 3. The City staff will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the City by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events.
3. **ACCEPTANCE AND WITHDRAWAL OF PROPOSALS:** A proposal (or amendment thereto) will not be accepted by the City after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the City Administrator. By written request to City Administrator, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.
4. **AMENDMENT & CANCELLATION:** The City reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the City to do so.
5. **SOLICITATION OF CITY EMPLOYEES & ACCEPTANCE OF GRATUITIES:** The City expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the City who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.
6. **QUALIFICATIONS OF RESPONDENT:** Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City. The City expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.
7. **NON COLLUSION:** The respondent, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
8. **CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT:** The City reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the City pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the City provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the City and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the City rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the City provides notice of a decision or intended decision pursuant to Florida

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Statute 120.57(3)(a) concerning the reissued invitation or until the City withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

9. **SUBCONTRACTING:** The respondent must describe in their proposal, all responsibilities that the respondent anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.
10. **INTELLECTUAL PROPERTIES:** If this agreement specifically provides for product development work on behalf of the City, any discovery, invention or work product produced for the City under this contract shall be the sole and exclusive property of the City. The vendor assigns to the City any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.
11. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a 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 Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".
12. **PROPOSAL PREPARATION COSTS:** The costs to develop the proposal are entirely the responsibility of the respondent, and shall not be charged in any manner to the City. This includes, but is not limited to, the direct cost of the respondent's personnel assigned to prepare the respondent's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the respondent in preparing their proposal.
13. **VARIANCE TO SOLICITATION DOCUMENTS:** For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.
14. **ADDENDA TO SOLICITATIONS IN PROCESS:** Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents. Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Hard copy, telegraph, facsimile, or email acknowledgements of addenda will not be accepted.
15. **SAFETY REQUIREMENTS:** All items proposed must comply with ALL applicable safety requirements as required by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this solicitation. All electrically operated equipment shall be UL-rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.
16. **PURCHASE OF MATERIALS WITH RECYCLED CONTENT:** The City will seek alternative proposals, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.
17. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.
18. **SOLICITATION QUANTITIES:** Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The City reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

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### 19. METHODS OF AWARD:

- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.
- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the City reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the City.
- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the City will issue a “Notice to Reject All Bids”.
- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the City’s needs, the City reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.
- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The City will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.
- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The City will use a list of selection criteria to determine eligibility and award consideration.

20. **DELIVERY LEAD TIME**: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.
21. **TAXES**: Purchases are exempt from **ALL** Federal excise and State sales tax.
22. **FISCAL NON-APPROPRIATIONS CLAUSE**: In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.
23. **SOLICITATION SAMPLES**: The respondent shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to; performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the respondent when said request is submitted with the proposal. Unused samples will be returned at the respondent’s risk and expense. The successful respondents’ samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the solicitation in accordance with the instructions outlined therein.
24. **PROMPT PAYMENT DISCOUNTS**: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.
25. **TIE PROPOSALS**: In the case of identical qualified proposals, if all other considerations are equal, the City prefers to purchase within the City from established local vendors.
26. **ERRORS AND OMISSIONS**: In the event an error or obvious omission is discovered in a respondent’s proposal, either by the City or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of

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working papers, calculations, etc., may be requested at the City's discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their proposal; however, in the event of a minor omission or oversight on the part of the respondent, the City (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The City will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the City to do so.

**27. BASIS OF AWARD OF SOLICITATIONS:** When price and specification compliance are the primary criteria for making the vendor selection, the Bid Review Committee will recommend the lowest responsive and responsible respondent(s) to the City. A "Responsive" Respondent is defined as one whose proposal is in substantial conformance with the material requirements of the solicitation. A Respondent who substitutes its standard terms and conditions for the City's, or who qualifies its proposal in such a manner as to nullify or limit its liability to the City will be considered non-responsive. A "Responsible" respondent is defined as one who is able to satisfactorily perform the work described in the Competitive Solicitation or request for proposal. The City may apply all, or any part of the following criteria to measure a Respondent's degree of responsibility

- Size of firm
- City's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- Bonding capacity
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the City Administrator will then recommend the vendor receiving the highest point score to the City. Slight variations or irregularities may be accepted by the City if either is found to be in its best interest of the City to do so.

**28. REJECTION OF PROPOSALS:** A proposal may be rejected by the City if it is non-responsive or the respondent is determined to be not responsible. A proposal is not officially rejected until the City approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The City reserves the right to reject any or all proposals received.

**29. NOTICE OF INTENT TO AWARD SOLICITATIONS:** Once proposals are evaluated and a recommendation for award is received by the City, a *Notice of Intent to Award* will be issued. The recommendation for award is not official until approved by the City. Intent to Award Notices are normally posted on or about two weeks preceding the City meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next City agenda. This schedule may vary depending on the City meeting schedule from month to month.

**30. BID PROTEST:** Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the City at the time of filing the formal written protest, a bond payable to the City of Key Colony Beach, Florida in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

### **Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.**

Any person who is adversely affected by the City's decision or intended decision concerning a proposal solicitation or a contract award shall file with the City Administrator a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is

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officially filed when it is received in the City. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

31. **NOTIFICATION OF SOLICITATION AWARD:** After the City awards a solicitation, the City will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.
32. **AUTHORIZATION TO PERFORM UNDER A CONTRACT:** All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.
33. **POINT OF CONTACT:** The City will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.
34. **ASSIGNMENT OF CONTRACT:** The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the City.
35. **LICENSES AND PERMITS:** The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the solicitation specifications. The vendor shall save and hold harmless the City as a result of any infraction of the aforementioned.
36. **CONDITION OF ITEMS:** Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be *new*, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured or reconditioned* equipment" or "*bloms or seconds*" will not be considered unless specifically requested in the solicitation documents.
37. **PACKAGING:** All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The City assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.
38. **ITEM SUBSTITUTIONS & DISCONTINUATIONS:** Under no circumstances may a vendor substitute a different product for any item they were awarded from this solicitation, without prior approval from the City. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this solicitation, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the City and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The City reserves the right to purchase on the open market while negotiations are being conducted.
39. **RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:** The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 9:00 AM and 3:00 PM, Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of City personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.
40. **EQUIPMENT DEAD ON ARRIVAL (D.O.A.):** Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification at no charge to City.

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- 41. INVOICES AND PAYMENT TERMS:** All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:
- Received complete or substantially complete;
  - Inspected and found to comply with all specifications and be free of damage or defect;
  - Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other City personnel if they request it, but the original copies must be sent to the City's Utility Clerk, Pat Hyland. Failure to follow this procedure may result in payment delays.
- 42. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:** The City reserves the right to terminate this contract for cause.
- 43.** The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the City terminating a contract, the City Administrator will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the City Administrator feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five (5) day period, the City Administrator (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.
- 44. RENEWAL OF SOLICITATIONS:** This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.
- 45. CIVIL RIGHTS COMPLIANCE:** The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.
- 46. FEDERAL LAW COMPLIANCE:** The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.
- 47. VENDOR CONDUCT DURING SOLICITATION:** Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
- 48. E-VERIFY:** Beginning January 1, 2021, all contractors doing business with the City shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. 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.

**RFP 2026-02 – SLUDGE HAULING**

**ACKNOWLEDGMENT OF ADDENDUM**

As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via [www.demandstar.com](http://www.demandstar.com).

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

ADDENDUM NO. \_\_\_\_ DATED \_\_\_\_\_

Date: \_\_\_\_\_  
Applicant's Signature \_\_\_\_\_

**RFP 2026-02 – SLUDGE HAULING**

**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

**RFP 2026-02 – SLUDGE HAULING**

**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

**RFP 2026-02 – SLUDGE HAULING**

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

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city/township/parish  
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; and

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; and

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:

**RFP 2026-02 – SLUDGE HAULING**

**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 or 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 \_\_\_\_\_, 2026.

\_\_\_\_\_  
(name of individual signing)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

**RFP 2026-02 – SLUDGE HAULING**

**BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Representative)

Print: \_\_\_\_\_

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires



**RFP 2026-02 – SLUDGE HAULING**

City of Key Colony Beach, Florida  
Vendor Information Sheet

Vendor Name: \_\_\_\_\_

Federal EIN/SSN: \_\_\_\_\_

Primary Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**RFP 2026-02 – SLUDGE HAULING**

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

**E-VERIFY AFFIDAVIT**

Beginning January 1, 2021, Florida law requires all contractors doing business with 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

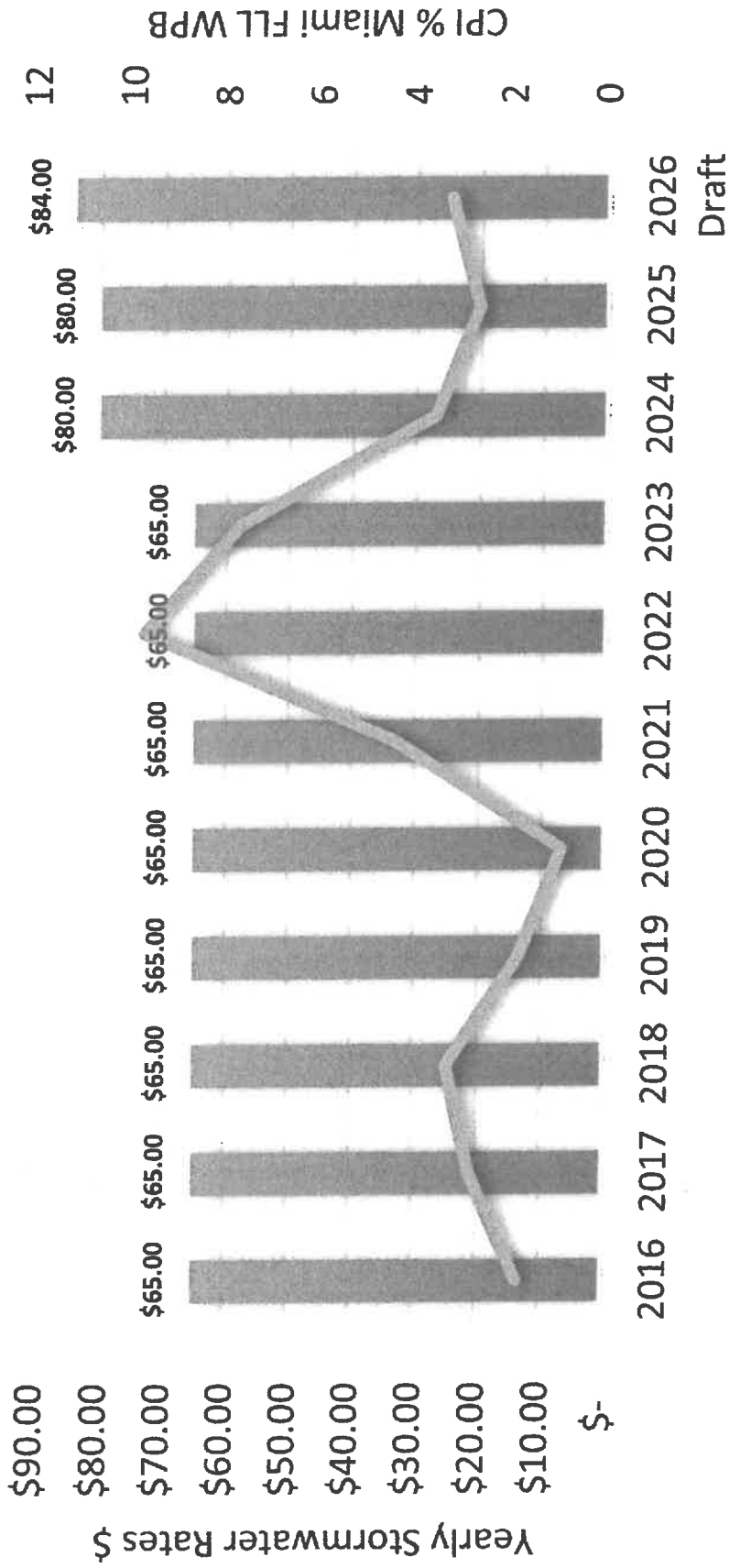
\_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature, NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

STAMP/SEAL

## Key Colony Beach Stormwater Yearly Rates vs. CPI data



MEMO TO CITY COMMISSIONERS

May 12, 2026

SUBJECT: DETENTION POND MAINTENANCE

Honorable Commissioners:

The Beautification Committee proposes to provide a budget of \$10,000 for repair to the NE and SW corners of the littoral zone of the detention pond. This repair would consist of an engineered backfill in areas eroded during recent hydraulic action resulting in several drainage gullies and channels as well as sand dislocation into the pond. The repairs would specifically consist of provision and installation of:

2 CYD OF 1-2 INCH RIP-RAP TO PROVIDE AN EROSION RESISTANT UNDERLAYER AT EACH GULLY

5 CYD OF CLEAN WHITE SAND TO FILL/GRADE EACH GULLY PREVIOUS LEVELS

HAND REMOVAL BY SUCTION OR MANUAL MEANS AND DISPOSAL OF APPROXIMATELY 250 CFT OF DISPLACED SAND AND MARL IN THE NE AND SW CORNERS OF THE POND BELOW WATERLINE TO RESTORE THE DESIGN GRADE.

VEGETATION REPLACEMENT OF SEA OX-EYE DAISY, PINK MUHLYGRASS, SWAMP LILLY AND MARSH HAY CORDGRASS IN THE ERODED AREAS NOTED.

It is noted that these gullies, left unrepaired, will act as preferential drainage conduits during heavy rainfall. Such hydraulic action will extend this erosion and there is a distinct benefit to performing these repairs as early as possible.

Such work will require either an outside contractor such as Best Landscaping or may be performed by Public Works. The budget estimate for this work is \$10,000.

The Beautification Committee currently has sufficient budget for this work using Best Landscaping and requests approval to proceed in obtaining a quote from this contractor.

Respectfully

Davis McKeehan

Treasurer- Beautification Committee

**ORDINANCE 2026-511**

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIVE OF THE CODE OF ORDINANCES, ENTITLED BOATS, BOAT TRAILERS, MARINE FACILITIES AND WATERWAYS; ARTICLE I. OPERATION OF VESSELS; AMENDING SECTION 5-9 FISHING FROM SADOWSKI CAUSEWAY BRIDGE PROHIBITED; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Key Colony Beach, Florida (the “City”), is a Florida municipal corporation with such powers and authority as conferred by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the City has constructed an observation deck in Sunset Park for public use; and

**WHEREAS**, the City desires to allow public fishing at Sunset Park, subject to all applicable rules and regulations of the Florida Fish and Wildlife Conservation Commission; and

**WHEREAS**, the City Commission seeks to ensure that all persons may safely enjoy Sunset Park, including fishing from the dock and viewing the ocean from the observation deck, in a safe, clean, and sanitary environment while remaining in compliance with all applicable state laws and regulations.

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

**Section 1: Recitals**

The above recitals are true and correct.

**Section 2: Amending Section 5-9 of the Code of Ordinances**

Section 5-9 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

**Sec. 5-9. - Fishing from the Sadowski Causeway Bridge and Sunset Park Observation Deck ~~prohibited~~.**

Fishing from the Sadowski Causeway Bridge is prohibited and fishing from Sunset Park Observation Deck is permitted in designated areas, provided that all applicable Florida laws and regulations are followed ~~prohibited~~. Violations of this section shall be subject to a fine as prescribed

in subsection 1-10(k) of the Code of Ordinances.

**Section 3: Severability and Conflict**

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

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

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

**Section 5: Effective Date**

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

**FIRST READING** by the City of Key Colony Beach City Commission this 16<sup>th</sup> day of April 2026.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 21<sup>st</sup> day of May 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 21<sup>st</sup> day of May 2026.

\_\_\_\_\_  
Freddie Foster, Mayor

\_\_\_\_\_  
Silvia Roussin, City Clerk

*Approved as to form and legal sufficiency:*

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



## Business Impact Estimate

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

Proposed ordinance's title/reference:

**ORDINANCE 2026-511**

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIVE OF THE CODE OF ORDINANCES, ENTITLED BOATS, BOAT TRAILERS, MARINE FACILITIES AND WATERWAYS; ARTICLE I. OPERATION OF VESSELS; AMENDING SECTION 5-9 FISHING FROM SADOWSKI CAUSEWAY BRIDGE PROHIBITED; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the City;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

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

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): The City Commission seeks to ensure that all persons may safely enjoy Sunset Park, including fishing from the dock and viewing the ocean from the observation deck, in a safe, clean, and sanitary environment while remaining in compliance with all applicable state laws and regulations.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: None.

3. Estimate of direct compliance costs that businesses may reasonably incur: None.

4. Any new charge or fee imposed by the proposed ordinance: None.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: None.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None.

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



Published Weekly  
Marathon, Monroe County, Florida

**PROOF OF PUBLICATION**

**STATE OF FLORIDA  
COUNTY OF MONROE**

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

May 7, 2026

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

Sworn to and subscribed before me this 7 day of MAY, 2026.  
(SEAL)

Terry Patterson  
Notary



CITY OF KEY COLONY BEACH  
NOTICE OF CODE AMENDMENT  
HEARING  
"SECOND/FINAL READING OF  
ORDINANCE NO. 2026-511"  
NOTICE IS HEREBY GIVEN that the  
City Commission of the City of Key  
Colony Beach, Florida, will hold  
the following Public Hearing to  
hear amendments to the City's  
Code of Ordinances.  
DATE/TIME: Thursday, May 21st,  
2026, 3:30 PM  
LOCATION: City of Key Colony  
Beach, Marble Hall, 600 W. Ocean  
Dr., Key Colony Beach.  
The proposed Ordinance to be  
heard by the City Commission  
is [ORDINANCE NO. 2026-511]  
entitled: "AN ORDINANCE OF  
THE CITY OF KEY COLONY  
BEACH, FLORIDA; AMENDING  
CHAPTER FIVE OF THE CODE  
OF ORDINANCES, ENTITLED  
BOATS, BOAT TRAILERS, MARINE  
FACILITIES AND WATERWAYS;  
ARTICLE I. OPERATION OF VESSELS;  
AMENDING SECTION 5-9 FISHING  
FROM SADDOWSKI CAUSEWAY  
BRIDGE PROHIBITED; AND  
PROVIDING FOR CODIFICATION;  
REPEALING ANY INCONSISTENT  
PROVISIONS; PROVIDING FOR  
SEVERABILITY; AND PROVIDING  
AN EFFECTIVE DATE."  
The Business Impact Statement  
is available for review on the City  
of Key Colony Beach's website at  
www.keycolonybeach.net and at  
City Hall at 600 W. Ocean Drive,  
Key Colony Beach.  
Interested parties may appear  
at the meeting and be heard  
with respect to the proposed  
ordinance. Copies of the proposed  
Ordinance are available for  
inspection at the City Hall of Key  
Colony Beach.  
If any person decides to  
appeal any decision made  
by the Key Colony Beach City  
Commission with respect to any  
matter considered at the Code  
Amendment Hearing, that person  
will need a record  
of the proceeding and for such  
purpose may need to ensure  
that a verbatim record of the  
proceedings is made, which  
record includes the testimony and  
evidence upon which the appeal is  
to be based.  
If you are unable to attend the  
Public Hearing on Thursday, May  
21st, 2026, but wish to comment,  
please direct correspondence to  
the City Clerk, PO Box 510141, Key  
Colony Beach, FL 33051, and your  
comments will be entered into  
the record.  
To be published: On or before May  
11th, 2026  
City Clerk - City of Key Colony  
Beach, Florida  
Publish:  
May 7, 2026  
The Weekly Newspapers

**ORDINANCE NO. 2026-512**

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

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

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

**WHEREAS**, the City of Key Colony Beach is required to establish a system of user fees, charges or assessments to provide for the maintenance, operation and recovery of capital costs associated with stormwater management, a current copy of the City's unit assessment is attached hereto as Exhibit "A"; and

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

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

**Section 1: Recitals**

The above recitals are true and correct.

**Section 2: Effective Date**

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

**Section 3: Amendment**

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

**Sec. 15-4. Schedule of rates.**

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

(b) The service assessment imposed shall be the rate of ~~eighty dollars (\$80.00)~~ eighty-four dollars (\$84.00) per residential unit or residential lot or ~~eighty dollars~~

~~(\$80.00)~~ eighty-four dollars (\$84.00) per commercial unit, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial unit for stormwater services and facilities provided during the delinquency period.

**FIRST READING** by the City of Key Colony Beach City Commission, this 21st day of May 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 _____

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 18<sup>th</sup> day of June 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 18<sup>th</sup> day of June 2026.

\_\_\_\_\_  
Freddie Foster, Mayor

\_\_\_\_\_  
Silvia Roussin, City Clerk

*Approved as to form and legal sufficiency:*

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

# **EXHIBIT A**

### Key Colony Beach Commercial Property

Item	Description	Address	Units	2026-2027 Tax
1	Cabana Club	425 E. Ocean Dr.	3	\$ 240.00
2	KCB Realty	220 Sadowski Cswy	1	\$ 80.00
3	Circle K Gas Station	13100 Overseas Hwy	1	\$ 80.00
4	Mobile Gas Station	13155 Overseas Hwy	1	\$ 80.00
5	Key Colony Inn Restaurant	700 W. Ocean Dr.	2	\$ 160.00
6	Marina	400 Sadowski Cswy	2	\$ 160.00
7	Causeway Shopping Center	300 Sadowski Cswy	6	\$ 480.00
8	Glunz Ocean Beach Club	351 E. Ocean Dr.	38	\$ 3,040.00
9	Dry Tortugas	301 E Ocean Dr.	8	\$ 640.00
10	Key Colony Beach Motel	441 E. Ocean Dr.	40	\$ 3,200.00
11	Havanah Jacks	401 E. Ocean Dr.	5	\$ 400.00

**RESOLUTION NO. 2026-08**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA AUTHORIZING A LOAN IN THE PRINCIPAL AMOUNT OF \$3,000,000 TO FINANCE THE COST OF IMPROVING CITY HALL AND TO PAY THE COSTS OF SUCH LOAN; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE AND A LOAN AGREEMENT WITH FIRST HORIZON TE1, LLC; DESIGNATING THE PROMISSORY NOTE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" UNDER SECTION 265(b)(3) OF THE INTERNAL REVENUE CODE OF 1986; PROVIDING CERTAIN DETAILS WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.**

---

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA (the "City") that:

**Section 1. Authority for this Resolution.** This Resolution is adopted pursuant to the Charter of the City, Chapter 166, Florida Statutes, and other applicable provisions of law (collectively, the "Act").

**Section 2. Definitions.** Words and phrases used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (hereinafter defined) and, in addition, the following words and phrases shall have the following meanings when used herein:

"Authorized Signatory" means each of the Mayor and Vice Mayor of the City, or in their absence or inability to act, any other designee of the Mayor or Vice Mayor.

"Commission" means the City Commission of the City.

"Lender" means First Horizon TE1, LLC.

"Loan" means the loan from the Lender to the City pursuant to the Loan Agreement.

"Loan Agreement" has the meaning ascribed thereto in Section 5 hereof.

"Loan Amount" means an amount not to exceed \$3,000,000.

"Note" has the meaning ascribed thereto in Section 5 hereof.

"Project" has the meaning ascribed thereto in Section 3 hereof.

**Section 3. Findings.**

A. The City is authorized under the Act to issue the Note for the purpose of (i) financing the cost of improvements to City Hall, including Marble Hall, as a part of the City of

Key Colony Beach Public Safety Facility Hardening Project (the "Project"), and (ii) paying the costs of the Loan.

B. It is hereby ascertained, determined and declared that it is in the best interest of the City to obtain the Loan from the Lender, in an amount not exceeding the Loan Amount, to issue the Note to finance the Project and to pay the costs of the Loan pursuant to the terms as provided in the Term Sheet from the Lender attached as Exhibit "B" hereto and in the Loan Agreement and the Note.

C. The principal of and interest on the Note and all other payments provided for in the Loan Agreement will be secured solely by a pledge of, and will be payable from the Pledged Funds (as defined in the Loan Agreement), which the City has full power and authority to pledge in the manner provided in the Loan Agreement, the ad valorem taxing power of the City will never be necessary, pledged or authorized to pay the principal of and interest on the Note, and except as expressly stated herein, the Note shall not constitute a lien upon any property of the City.

**Section 4. Authorization of Transaction.** In order to obtain funds to finance the Project and to pay the costs of the Loan, the City is hereby authorized to borrow from the Lender, an amount not exceeding the Loan Amount pursuant to the terms as provided in the Term Sheet from the Lender attached as Exhibit "B" hereto and in the Loan Agreement and Note, including an initial fixed interest rate determined on or before the date of delivery of the Note not to exceed 7.00% per annum, as shall be set forth in the Note.

The Commission has determined in accordance with Section 218.385, Florida Statutes that it is in the City's best interest to negotiate for the sale of the Note to the Lender. Because of prevailing and anticipated market conditions and the nature of the Loan, it is not feasible, cost effective or advantageous to issue the Note through a competitive sale and it is in the best interest of the City to accept the terms of the Loan from the Lender in a principal amount not exceeding the Loan Amount, at a negotiated sale upon the terms and conditions outlined herein and in the Loan Agreement and as determined by the Authorized Signatory executing the Loan Agreement in accordance with the terms hereof.

Prior to its execution and delivery of the Loan Agreement and the Note, the City shall have received from the Lender (i) a disclosure statement containing the information required by Section 218.385(6), Florida Statutes, (ii) a Truth-in-Bonding Statement pursuant to Section 218.385(3), Florida Statutes, and (iii) an Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 787.06, Florida Statutes, and no further disclosure is or shall be required by the City.

The payment of the principal of, premium, if any, and interest under the Loan Agreement and the Note shall be secured forthwith equally and ratably by an irrevocable lien on the Pledged Funds, all in the manner and to the extent provided in the Loan Agreement. The City does hereby irrevocably pledge such Pledged Funds to the payment of the principal of, premium, if any, and interest under the Loan Agreement and the Note.

**Section 5. Loan Agreement and Promissory Note.** Each Authorized Signatory is authorized on behalf of the City to execute a Loan Agreement with the Lender in substantially the form attached hereto as Exhibit "A" (the "Loan Agreement") and to make and deliver to the Lender the Revenue Promissory Note, Series 2026 evidencing the Loan thereunder (the "Note") in the form attached to the Loan Agreement as Exhibit "A." The forms and terms of the Loan Agreement

and the Note are hereby approved by the City, and each Authorized Signatory is authorized to execute the same, with such changes, including, without limitation, the principal amount (not to exceed the Loan Amount) and amortization installments, as may be approved by the Authorized Signatory, such approval to be conclusively evidenced by the execution thereof by the Authorized Signatory. The Loan Agreement and all other related documents in connection therewith may be executed by electronic means. The City Clerk or any Assistant City Clerk is authorized to attest the signature of the Authorized Signatory.

**Section 6. Designation of Qualified Tax-Exempt Obligation.** The City designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2026 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (except for qualified 501(c)(3) bonds as defined in Section 145 of the Code). The principal amount of the Note will not be in excess of \$10,000,000.

**Section 7. Severability.** If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

**Section 8. Approval of Financing and Payment of Costs of Issuance.** The financing of the Project and payment of the costs of issuance are hereby approved and authorized, subject to the issuance of the Note for such purpose in accordance with the terms hereof.

**Section 9. Applicable Provisions of Law.** This Resolution shall be governed by and construed in accordance with the Act.

**Section 10. Authorizations.** Each Authorized Signatory and the City Clerk or any Assistant City Clerk are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the Loan, including, but not limited to, the execution and delivery of the Loan Agreement and the Note and the financing of the Project.

**Section 11. Repealer.** All resolutions or parts thereof in conflict herewith are hereby repealed.

**Section 12. Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

**PASSED AND ADOPTED** by the Commission of the City of Key Colony Beach, Florida, at its special public meeting of the City held on the 21st of May, 2026.

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

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

ATTEST:

\_\_\_\_\_  
Freddie Foster, Mayor

\_\_\_\_\_  
Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dirk Smits, City Attorney

**Exhibit "A" to Resolution**

**Form of Loan Agreement**

## LOAN AGREEMENT

This LOAN AGREEMENT (the "Agreement") is made and entered into as of June [\_\_\_], 2026, and is by and between the **City of Key Colony Beach, Florida**, a municipality of the State of Florida (the "City"), and **First Horizon TE1, LLC**, and its successors and assigns, as holder of the hereinafter defined Note (the "Lender").

The parties hereto, intending to be legally bound hereby and in consideration of the mutual covenants hereinafter contained, DO HEREBY AGREE as follows:

### ARTICLE I DEFINITION OF TERMS

Section 1.01 Definitions. The words and terms used in capitalized form in this Agreement shall have the meanings as set forth in the recitals above and the following words and terms as used in this Agreement shall have the following meanings:

"Act" means the Charter of the City, Chapter 166, Florida Statutes, and other applicable provisions of law.

"Agreement" means this Loan Agreement and any and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Annual Audit" shall mean the audited financial statements as more fully described in Section 3.01(e) hereof.

"Annual Budget" means the budget or budgets, as amended and supplemented from time to time, prepared by the City for each Fiscal Year in accordance with the laws of the State.

"Business Day" means any day other than a Saturday or Sunday or day on which the banking institutions within the State are authorized or required by law to remain closed.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context thereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final regulations and temporary regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings), and applicable court decisions.

"Commission" means the City Commission of the City.

"Costs" means the financing or reimbursement of any costs related to the Project and costs of issuance of the Loan and the Note.

"Debt Service Fund" means the Revenue Promissory Note, Series 2026 Debt Service Fund from which the City shall make payments of the principal of, interest on and any prepayment premiums, if any, with respect to the Loan under the Note established in Section 3.08 herein.



As to the Lender: First Horizon TE1, LLC  
FEI 62-1805107  
500 West Madison, Suite 1705  
Chicago, Illinois 60661

with a copy to: First Horizon Bank  
FEI 62-0201385  
330 Whitehead Street  
Key West, Florida 33040

or to such other address (or e-mail address for electronic communications) as either party may have specified in writing to the other using the procedures specified in Section 7.06.

"Note Counsel" means Holland & Knight LLP or such other firm of attorneys retained by the City, of nationally recognized experience in matters pertaining to the validity of, and exclusion from gross income for federal income tax purposes of interest on, the obligations of states and their political subdivisions.

"Other Debt" shall mean all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues (i) all obligations of the City for borrowed money evidenced by bonds, debentures, notes or other similar instruments or otherwise documented by a written agreement or instrument; (ii) all obligations of the City to pay the deferred purchase price of property or services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; and (iii) all obligations of the City as lessee under capitalized leases. Other Debt shall not include indebtedness of an enterprise fund of the City or any non-capitalized lease obligation regardless of its treatment for accounting purposes.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a limited liability company, a trust, any unincorporated organization or governmental or judicial entity.

"Pledged Funds" means (i) the Non-Ad Valorem Revenues budgeted and appropriated and deposited into the Debt Service Fund to pay debt service on the Note and all other amounts due and payable hereunder and on the Note in the manner and to the extent provided in Section 3.05 herein, and (ii) all funds on deposit in the Debt Service Fund (including all investment securities and deposits therein) and all investment earnings on any such funds.

"Project" means the financing of the cost of improvements to City Hall, including Marble Hall, as a part of the City of Key Colony Beach Public Safety Facility Hardening Project.

"Project Fund" means the fund of that name established pursuant to Section 3.08 hereof.

"Resolution" means Resolution No. 2026-[ ] adopted by the Commission on May 21, 2026.

"State" means the State of Florida.

Section 1.02 Titles and Headings. The titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered

a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## **ARTICLE II REPRESENTATIONS OF CITY**

The City represents and warrants to the Lender that:

Section 2.01 Powers of City. The City is a municipality of the State, duly organized and validly existing under the laws of the State. The City has the power under the Act to adopt the Resolution, to borrow the Loan Amount provided for in this Agreement, to execute and deliver the Loan Documents, to secure this Agreement and the Note in the manner contemplated hereby and to perform and observe all the terms and conditions of the Loan Documents on its part to be performed and observed and to carry out and consummate all other transactions contemplated hereby. The City may lawfully borrow funds hereunder in order to finance the Project, and pay the Costs of issuance of the Loan and the Note.

Section 2.02 Authorization of Loan. The City had, has or will have on the date of the Note and at all relevant times, full legal right, power and authority to execute and deliver the Loan Documents, to make the Note, and to carry out and consummate all other transactions contemplated hereby, and the City has complied and will comply with all provisions of applicable law in all material matters relating to such transactions. The City has duly authorized the borrowing of the Loan Amount provided for in this Agreement, the execution and delivery of this Agreement, and the issuance and delivery of the Note to the Lender, and to that end the City warrants that it will, subject to the terms hereof and of the Note, take all action and do all things which it is authorized by law to take and to do in order to fulfill all covenants on its part to be performed and to provide for and to assure payment of the Note. The Note has been duly authorized, executed, issued and delivered to the Lender and constitutes the legal, valid and binding obligation of the City enforceable in accordance with the terms thereof and the terms hereof, and is entitled to the benefits and security of this Agreement, subject to the provisions of the bankruptcy laws of the United States of America and to other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights, heretofore or hereinafter enacted, to the extent constitutionally applicable, and provided that its enforcement may also be subject to equitable principles that may affect remedies or other equitable relief, or to the exercise of judicial discretion in appropriate cases. All approvals, consents, and orders of and filings with any governmental authority or agency which would constitute a condition precedent to the issuance of the Note or the execution and delivery of or the performance by the City of its obligations under this Agreement and the Note have been obtained or made and any consents, approvals, and orders to be received or filings so made are in full force and effect. NOTWITHSTANDING THE FOREGOING, HOWEVER, OR ANYTHING ELSE HEREIN OR IN THE NOTE TO THE CONTRARY, NEITHER THIS AGREEMENT NOR THE NOTE SHALL CONSTITUTE A GENERAL OBLIGATION OR A PLEDGE OF THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR LEGISLATIVE PROVISION OR LIMITATION, BUT SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT PROVIDED HEREIN AND IN THE RESOLUTION. No holder or owner of the Note shall ever have the right, directly or indirectly, to require or compel

the exercise of the ad valorem taxing power of the City or any other political subdivision of the State or taxation in any form on any real or personal property for any purpose, including, without limitation, for the payment of debt service with respect thereto, or to maintain or continue any activities of the City which generate user service charges, regulatory fees or other Non-Ad Valorem Revenues, nor shall any holder or owner of the Note be entitled to payment of such principal and interest from any other funds of the City other than the Pledged Funds, all in the manner and to the extent herein and in the Resolution provided.

Section 2.03 Resolution. The Resolution has been duly adopted by the City, is in full force and effect and has not been amended, altered, repealed or revoked in any way.

Section 2.04 No Violation of Law or Contract. The City is not in default in any material respect under any agreement or other instrument to which it is a party or by which it may be bound, the breach of which could result in a material and adverse impact on the financial condition of the City or the ability of the City to perform its obligations hereunder and under the Note. The making and performing by the City of this Agreement and the Note will not violate any applicable provision of law, and will not result in a material breach of any of the terms of any agreement or instrument to which the City is a party or by which the City is bound, the breach of which could result in a material and adverse impact on the financial condition of the City or the ability of the City to perform its obligations hereunder and under the Note.

Section 2.05 Pending or Threatened Litigation. There are no actions or proceedings pending against the City or affecting the City or, to the knowledge of the City, threatened, which, either in any case or in the aggregate, might result in any material adverse change in the financial condition of the City, or which questions the validity of this Agreement or the Note or of any action taken or to be taken in connection with the transactions contemplated hereby or thereby.

Section 2.06 Financial Information. The financial information regarding the City furnished in writing to the Lender by the City in connection with the Loan is complete and accurate, and there has been no material and adverse change in the financial condition of the City from that presented in such information.

### ARTICLE III COVENANTS OF THE CITY

Section 3.01 Affirmative Covenants. For so long as any of the principal amount of or interest or any prepayment premium, if any, on the Note is outstanding hereunder or any duty or obligation of the City hereunder or under the Note remains unpaid or unperformed, the City covenants to the Lender as follows:

(a) Payment. The City shall pay, or cause to be paid, but solely from the sources and to the extent herein provided, the principal of, prepayment premium, if any, and interest on the Note and any other amounts due and payable under this Agreement and the Note at the times and place and in the manner provided herein and in the Note.

(b) Use of Proceeds. Proceeds from the Note will be used only to pay Costs of financing the Project and the payment of Costs of issuance of the Loan and the Note, except as otherwise expressly provided hereby.

(c) Maintenance of Existence. The City will take all reasonable legal action within its control in order to maintain its existence until all amounts due and owing from the City to the Lender under this Agreement and the Note have been paid in full.

(d) Records. The City agrees that any and all records of the City with respect to the Loan shall be open to inspection by the Lender or its representatives at all reasonable times and after receipt by the City of reasonable notice from the Lender at the offices of the City.

(e) Annual Audit and Annual Budget. The City will cause an audit to be completed of its books and accounts and shall furnish electronically to the Lender audited year-end financial statements of the City, including a balance sheet as of the end of such Fiscal Year and related statements of revenues, expenses and changes in net assets, certified by an independent certified public accountant to the effect that such audit has been conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly in all material respects the financial position of the City and the results of its operations and cash flows for the periods covered by the audit report, all in conformity with Generally Accepted Accounting Principles applied on a consistent basis. The City shall provide to the Lender the City's Annual Audit for each Fiscal Year ending on or after September 30, 2026, within 12 months after the end of such Fiscal Year or when the City's Annual Comprehensive Financial Report is available, whichever is sooner, and such other information respecting the affairs, condition and/or operations, financial or otherwise, of the City as the Lender may from time to time reasonably request and shall provide the Lender with a copy of its Annual Budget within thirty (30) days after approval thereof by the Commission.

(f) Insurance. The City shall maintain such liability, casualty and other insurance as, or shall self-insure in a manner as, is reasonable and prudent for similarly situated governmental entities of the State.

(g) Compliance with Laws. The City shall comply with all applicable federal, state and local laws and regulatory requirements, the violation of which could reasonably be expected to have a material and adverse effect upon the financial condition of the City or upon the ability of the City to perform its obligation hereunder and under the Note.

(h) Payment of Document Taxes. In the event the Note or this Agreement should be subject to the excise tax on documents of the State, the City shall promptly upon receipt of the Lender's written demand for same, pay such taxes or reimburse the Lender for any such taxes paid by it.

(i) Payment of Expenses. The City shall pay the following: (x) upon demand for all reasonable out-of-pocket expenses (including reasonable attorneys' and paralegals' fees and legal expenses) incurred by the Lender in connection with the negotiation of any amendment or restructuring, whether or not consummated, of any of the Loan Documents made at the request of the City, and (y) in the event of the occurrence of any Event of Default, the Lender shall be entitled to recover from the City, whether suit be brought or not, all reasonable costs, expenses and reasonable attorneys' fees and paralegals' fees incurred by the Lender in connection therewith, including those on appeal or in administrative or bankruptcy proceedings.

Section 3.02 Negative Covenants. For so long as any of the principal amount of or interest on the Note is outstanding or any duty or obligation of the City hereunder or under the Note remains unpaid or unperformed, the City covenants to the Lender as follows:

(a) No Adverse Borrowings. The City shall not issue or incur any indebtedness or obligation if such would materially and adversely affect the ability of the City to timely pay debt service on the Note or any other amounts owing by the City under this Agreement.

Section 3.03 Registration and Exchange of Note. The Note shall initially be owned by the Lender and shall be registered on the registration books of the City. The ownership of the Note may only be transferred in whole and not in part and the City will transfer the ownership of the Note, upon written request of the Lender to the City specifying the name, address and taxpayer identification number of the transferee, and the City will keep and maintain at all times a record setting forth the identification of the owner of the Note. For every such exchange or transfer of the Note, the City may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or transfer (other than those taxes, fees, expenses and governmental charges imposed by the City). The Note may only be sold, assigned or otherwise transferred to an entity:

(a) that is an affiliate of the Lender;

(b) that is a trust or other custodial arrangement established by the Lender or one of its affiliates, the owners of any beneficial interest in which are limited to qualified institutional buyers; or

(c) an "accredited investor," as defined in Rule 501(A)(1), (2) or (3) under Regulation D of the Securities Act of 1933, as amended, or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended, in each case based on the Lender's reasonable reliance of written certifications provided by the new owner to the City and Lender. The Person in whose name the Note shall be registered shall be deemed and regarded the absolute owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of such Person. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 3.04 Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Lender furnishing the City proof of ownership thereof, an affidavit of lost or stolen instrument and paying such expenses as the City may incur in connection therewith.

Section 3.05 Payment of Principal and Interest; Limited Obligation. The City promises that it will promptly pay the principal of and interest on and any prepayment premium, if any, on the Note, at the place, on the dates and in the manner provided therein according to the true intent and meaning thereof, provided that the City may only be compelled to pay the principal of and interest on and prepayment premium, if any, with respect to the Note and other amounts owing hereunder or under the Note solely from the Pledged Funds, and nothing in the Note, this Agreement or the Resolution shall be construed as pledging any other funds or assets of the City

to such payment or as authorizing such payment to be made from any other source. The City is not and shall not be liable for the payment of the principal of and interest on the Note and any prepayment premium, if any, with respect to or for the performance of any pledge, obligation or agreement for payment undertaken by the City hereunder, under the Note or under the Resolution from any property other than the Pledged Funds. The Lender shall not have any right to resort to legal or equitable action to require or compel the City to make any payment required by the Note or this Agreement from any source other than the Pledged Funds and only to the extent and in the manner provided herein.

Section 3.06 Covenant to Budget and Appropriate. The City hereby covenants and agrees, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the City in an amount which is equal to the debt service with respect to the Note for the applicable Fiscal Year. Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments hereunder and under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid to the Lender; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the City from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the holder or owner of the Note a prior claim on the Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of the City to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues. Notwithstanding the foregoing or anything herein to the contrary, the City has not covenanted to maintain any service or program now provided or maintained by the City which generates Non-Ad Valorem Revenues. Amounts shall only be required to be budgeted hereunder to the extent that any amounts are owed hereunder or under the Note.

Section 3.07 Pledge. The payment of the principal of and interest on the Note and any other amounts due and payable under this Agreement and the Note shall be secured by an irrevocable lien on the Pledged Funds, all in the manner and to the extent provided herein and in the Resolution. The City does hereby pledge such Pledged Funds to the principal of, premium, if any, and interest on the Note and for all other payments provided for herein. The City shall not pledge the Pledged Funds to any other indebtedness of the City without the written consent of the Lender.

Section 3.08 Debt Service Fund; Project Fund. The City hereby establishes a special fund to be known as the "Debt Service Fund." The City shall apply all moneys on deposit in the Debt Service Fund to the timely payment of the principal of and interest and any prepayment premium, if any, on the Note and other amounts due and payable under this Agreement and the Note. Money in the Debt Service Fund, until applied in accordance with the provisions hereof, shall be held in trust for and be subject to a lien and charge in favor of the registered owner of the Note.

There is hereby created and established by the City a pledged fund to be designated as the "Revenue Promissory Note, Series 2026 Project Fund" (the "Project Fund"). The Project Fund

shall be maintained by the City. [The proceeds from the sale of the Note to the Lender in the amount of \$[ ] (representing the principal amount of the Note of \$[ ] less costs of issuance of the Note of \$[ ])] shall be deposited into the Project Fund. Amounts representing costs of issuance of the Note shall be applied as provided in a certificate of the City executed and delivered on the date hereof.

Section 3.09 Officers and Employees of the City Exempt from Personal Liability. No personal recourse under or upon any obligation, covenant or agreement of this Agreement or the Note or for any claim based hereon or thereon or otherwise in respect thereof, shall be had against any officer, agent or employee, as such, of the City, past, present or future, it being expressly understood (a) that the obligation of the City under this Agreement and under the Note is solely a corporate one, limited as provided herein, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the officers, agents, or employees, as such, of the City, or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (c) that any and all such personal liability of, and any and all such rights and claims against, every such officer, agent, or employee, as such, of the City under or by reason of the obligations, covenants or agreements contained in this Agreement and under the Note, or implied therefrom, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Note on the part of the City.

Section 3.10 Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Lender.

Section 3.11 Tax Representations, Warranties and Covenants of the City. The City covenants to the Lender that the City will not make any use of the proceeds of the Note at any time during the term of the Note which would cause such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

The City shall at all times do and perform all acts and things permitted by law and this Agreement which are necessary or desirable in order to assure that interest paid on the Note will be excludable from gross income for purposes of federal income taxes and shall take no action that would result in such interest not being so excludable.

The City shall pay or cause to be paid to the United States Government any amounts required by Section 148(f) of the Code and the regulations thereunder (the "Regulations"). In order to ensure compliance with the rebate provisions of Section 148(f) of the Code with respect to the Note, the City hereby creates the "Rebate Fund" (hereinafter the "Rebate Fund") to be held by the City. The Rebate Fund need not be maintained so long as the City timely satisfies its obligation to pay any rebatable earnings to the United States Treasury; however, the City may, as an administrative convenience, maintain and deposit funds in the Rebate Fund from time to time. Any moneys held in the Rebate Fund shall not be considered Pledged Funds and shall not be pledged in any manner for the benefit of the holder of the Note. Moneys in the Rebate Fund (including earnings and deposits therein) shall be held for future payment to the United States

Government as required by the Regulations and as set forth in instructions of Note Counsel delivered to the City upon issuance of the Note.

Section 3.12 Separate Accounts. The moneys required to be accounted for the foregoing funds established herein may be deposited in a single bank account, and funds allocable to any fund or account established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such funds and accounts as herein provided.

The designation and establishment of any funds or accounts by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

#### **ARTICLE IV CONDITIONS OF LENDING**

The obligations of the Lender to lend hereunder are subject to the following conditions precedent:

Section 4.01 Representations and Warranties. The representations and warranties of the City set forth in this Agreement and the Note are true and correct on and as of the date hereof.

Section 4.02 No Default. On the date hereof, the City shall be in compliance with all the terms and provisions set forth in this Agreement and the Note on its part to be observed or performed, and no Event of Default or any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

Section 4.03 Supporting Documents. On or prior to the date hereof, the Lender shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Lender (such satisfaction to be evidenced by the purchase of the Note by the Lender):

- (a) The opinion of the City Attorney for the City in the form and substance acceptable to the Lender;
- (b) The opinion of Note Counsel to the City in the form and substance acceptable to the Lender (subject to customary qualifications);
- (c) An original executed copy of this Agreement and the Note;
- (d) A certified copy of the Resolution; and
- (e) Such additional supporting documents as the Lender may reasonably request.

Section 4.04 Payment of Costs of Issuance. The City will pay Lender's counsel a fee of \$7,500 and all other fees associated with costs of issuance of the Note out of legally available

funds of the City. The City will pay a bank commitment fee to the Lender of \$15,000, representing 0.50% of the Loan Amount.

## **ARTICLE V FUNDING THE LOAN**

Section 5.01 The Loan. The Lender hereby agrees to lend to the City the Loan Amount to be evidenced by the Note, to provide funds for the purposes described herein upon the terms and conditions set forth in this Agreement. The City agrees to repay the principal amount borrowed plus interest thereon upon the terms and conditions set forth in this Agreement and the Note.

Section 5.02 Description and Payment Terms of the Note. To evidence the obligation of the City to repay the Loan, the City shall issue and deliver to the Lender the Note in the form attached hereto as Exhibit "A." Prepayment of principal may be made only as provided in the Note and the rate of interest on the Note, including any adjustments thereto, and other prepayment terms shall be as provided in the Note.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.01 General. An "Event of Default" shall be deemed to have occurred under this Agreement if:

(a) The City shall fail to make any payment of the principal of, premium, if any, or interest on the Loan when the same shall become due and payable; or

(b) The City shall default in the performance of or compliance with any term or covenant contained in this Agreement or the Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 6.01, which default or non-compliance shall continue and not be cured within thirty (30) days after the earlier of (i) the date written notice specifying such failure and requesting that it be remedied, is given to the City by the Lender or (ii) the date the City was required to give notice of the event or condition to the Lender pursuant to Section 6.03 hereof, unless the Lender shall agree in writing to an extension of such time prior to its expiration; or

(c) Any statement, representation or warranty made in writing by the City in or pursuant to this Agreement or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or

(d) The City admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(e) The City is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by or against the City, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the City, a receiver or trustee of the City or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(f) If the City shall be in default in the payment of principal or interest (giving effect to any applicable grace periods) of any obligation under any other agreement evidencing or securing any other indebtedness of the City to the Lender (1) for a period of fifteen (15) days after receipt of written notice from the Lender, or (2) that shall have resulted in the acceleration of such other indebtedness by the Lender; or

(g) If the validity or enforceability of the Loan Documents shall be contested by the City; or if the City shall deny that it has any or further liability or obligations hereunder or thereunder; or

(h) The City shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

Notwithstanding the provisions of clause (b) above or anything to the contrary in Section 6.02 below, a default of any of the covenants contained in Section 3.11 hereof shall not be an "Event of Default" hereunder and the sole remedy of the Lender shall be an adjustment of the interest rate on the Note to the Taxable Rate (as defined in the Note) to the extent and in the manner described in the Note.

**Section 6.02 Effect of Event of Default.** Upon an Event of Default, the Note shall bear interest at the Default Rate. The Lender may, either at law or in equity, by suit, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in the Note and this Agreement and may enforce and compel the performance of all duties required by the Note, this Agreement or by any applicable statute to be performed by the City for performance hereunder or under the Note. All payments made on the Note, after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Lender may have incurred in protecting or exercising its rights under the Loan Documents and the balance thereof shall apply to the principal sum due. Immediately and without notice, upon the occurrence of any Event of Default, the Lender may declare all obligations of the City under this Loan Agreement and the Note to be immediately due and payable without further action of any kind and upon such declaration the Note and the interest accrued thereon shall become immediately due and payable.

**Section 6.03 Notice of Defaults.** The City shall within five (5) Business Days after it acquires knowledge thereof, notify the Lender in writing at its Notice Address (a) of any change in any material fact or circumstance represented or warranted by the City in this Agreement or in connection with the issuance of the Note, (b) upon the happening, occurrence, or existence of any Event of Default, and (c) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Lender, with such written notice, a detailed statement by a responsible officer of the City of all relevant facts and the action being taken or proposed to be taken by the City with respect thereto. Regardless of the date of receipt of such notice by the Lender, such date shall not in any way modify the date of occurrence of the actual Event of Default.

## **ARTICLE VII MISCELLANEOUS**

Section 7.01 No Waiver; Cumulative Remedies. No failure or delay on the part of the Lender in exercising any right, power, remedy hereunder or under the Note shall operate as a waiver of the Lender's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 7.02 Amendments, Changes or Modifications to the Agreement. This Agreement shall not be amended, changed or modified except in writing signed by the Lender and the City. The City agrees to pay all of the Lender's costs and reasonable attorneys' fees incurred in modifying and/or amending this Agreement at the City's request or behest.

Section 7.03 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7.04 Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 7.05 Term of Agreement. Except as otherwise specified in this Agreement, this Agreement and all representations, warranties, covenants and agreements contained herein or made in writing by the City in connection herewith shall be in full force and effect from the date hereof and shall continue in effect until as long as the Note is outstanding.

Section 7.06 Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; when transmitted if transmitted by telecopy, electronic telephone line facsimile transmission, e-mail or other similar electronic or digital transmission method (provided customary evidence of receipt is obtained); the day after it is sent, if sent by overnight common carrier service; and five days after it is sent, if mailed, certified mail, return receipt requested, postage prepaid. In each case notice shall be sent to the Notice Address.

Section 7.07 Applicable Law; Venue. This Agreement and the Note shall be governed by applicable federal law and the internal laws of the State of Florida. The City agrees that certain material events and occurrences relating to the Note bear a reasonable relationship to the laws of Florida and the validity, terms, performance and enforcement of this Agreement and the Note shall be governed by the internal laws of Florida that are applicable to agreements that are negotiated, executed, delivered and performed solely in Florida. Unless applicable law provides otherwise, in

the event of any legal proceeding arising out of or related to the Note, the City consents to the jurisdiction and venue of any court located in the State of Florida.

Section 7.08 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the parties. The City shall have no rights to assign any of its rights or obligations hereunder without the prior written consent of the Lender.

Section 7.09 No Third Party Beneficiaries. It is the intent and agreement of the parties hereto that this Agreement is solely for the benefit of the parties hereto and no person not a party hereto shall have any rights or privileges hereunder.

Section 7.10 Entire Agreement. Except as otherwise expressly provided, this Agreement and the Note embody the entire agreement and understanding between the parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof.

Section 7.11 Further Assurances. The parties to this Agreement will execute and deliver, or cause to be executed and delivered, such additional or further documents, agreements or instruments and shall cooperate with one another in all respects for the purpose of carrying out the transactions contemplated by this Agreement.

Section 7.12 Waiver of Jury Trial. The City and the Lender hereby knowingly, voluntarily, intentionally, and irrevocably waive, to the fullest extent permitted by applicable law, the right either of them may have to a trial by jury in respect to any litigation, whether in contract or tort, at law or in equity, based hereon or arising out of, under or in connection with the Note and any other document or instrument contemplated to be executed in conjunction with the Note, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This provision is a material inducement for the Lender entering into this Agreement or accepting the Note. Further, the City hereby certifies that no representative or agent of the Lender, nor Lender's counsel, has represented, expressly or otherwise, that the Lender would not, in the event of such litigation, seek to enforce this waiver of right to jury trial provision.

Section 7.13 Patriot Act Notice. The Lender hereby notifies the City that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 signed into law October 26, 2001), the Lender may be required to obtain, verify and record information that identifies the City, which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Act.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective between them as of the date first set forth above.

CITY OF KEY COLONY BEACH, FLORIDA

By: \_\_\_\_\_  
Freddie Foster, Mayor

ATTEST:

By: \_\_\_\_\_  
Silvia Roussin, City Clerk

FIRST HORIZON TE1, LLC

By: First Horizon Bank, as its Attorney-in-Fact, with full power of substitution

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Senior Vice President

*[Signature Page to the Loan Agreement]*

#534528628\_v5 245889.00001

EXHIBIT "A"

FORM OF PROMISSORY NOTE

THIS NOTE IS SUBJECT TO TRANSFER RESTRICTIONS, MORE FULLY DESCRIBED IN THE LOAN AGREEMENT REFERRED TO HEREIN, AND MAY NOT BE TRANSFERRED EXCEPT AS PROVIDED IN THE LOAN AGREEMENT.

**REVENUE PROMISSORY NOTE, SERIES 2026**

The CITY OF KEY COLONY BEACH, FLORIDA (the "City"), a political subdivision of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay, but solely from the sources hereinafter provided, to the order of FIRST HORIZON TE1, LLC, or registered assigns (together with any other registered owner of this Note, hereinafter, the "Lender"), the principal sum of \_\_\_\_\_ DOLLARS AND 0/100 (\$[\_\_\_\_\_] ) or such lesser amount as shall be outstanding hereunder, together with interest on the principal balance outstanding at the Interest Rate (defined below) (subject to adjustment as hereinafter provided), calculated based upon a year of 360 days and the actual number of days elapsed, such amounts to be payable as provided herein. This Revenue Promissory Note, Series 2026 (the "Note") is issued pursuant to a Resolution of the City adopted on May 21, 2026 (the "Resolution") and in conjunction with a Loan Agreement, dated June [ ], 2026, between the City and the Lender (the "Loan Agreement") and is subject to all the terms and conditions of the Loan Agreement. All terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto, or referenced, in the Loan Agreement.

Principal of, prepayment premium, if any, and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America by automatic debit of an account of the City maintained with the Lender.

The City shall pay the Lender principal and interest on the outstanding principal balance of this Note in arrears, on the ninth day of each month, commencing July 9, 2026. These amounts shall be payable in the amounts and on the dates set forth on Schedule A hereto, and with the final installment payable [June 9, 2041]. If any date for the payment of principal or interest is not a Business Day, such payment shall be due on the next succeeding Business Day in the manner provided in the Loan Agreement.

All payments by the City pursuant to this Note shall apply first to accrued interest, then to other charges due the Lender, and the balance thereof shall apply to the principal sum due; provided, however, in an Event of Default, payment shall be applied in accordance with Section 6.02 of the Loan Agreement.

The City shall pay interest upon the unpaid principal balance of the Note at the Interest Rate, subject to adjustment as provided herein.

**"Default Rate"** shall mean the lesser of (i) the sum of 5.00% per annum plus the otherwise applicable Interest Rate, and (ii) the maximum lawful rate.

**"Event of Taxability"** means the occurrence after the date hereof of a final decree or

judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the Note is or was includable in the gross income of a Lender for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of any Lender, and until the conclusion of any appellate review, if sought. For all purposes of this definition, the effective date of any Event of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the Note.

**"Interest Rate"** means [\_\_\_\_\_]%. Notwithstanding the foregoing, however, after, and during the continuance of, an Event of Default, "Interest Rate" shall mean the Default Rate.

**"Taxable Period"** shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of an Event of Taxability, and (b) the date of the Event of Taxability and after which the Note bears interest at the Taxable Rate.

**"Taxable Rate"** shall mean the interest rate per annum that shall provide the Lender with the same after tax yield that the Lender would have otherwise received had the Event of Taxability not occurred, taking into account the increased taxable income of the Lender as a result of such Event of Taxability. The Lender shall provide the City with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the City.

Except as otherwise provided herein, upon the occurrence of an Event of Taxability and for as long as the Note remains outstanding, the Interest Rate on the Note shall be converted to the Taxable Rate and this adjustment shall survive payment on this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired. In addition, upon an Event of Taxability, the City shall, immediately upon demand, pay to the Lender (or prior holders, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Lender as a result of the Event of Taxability.

If it is determined that this Note is not a "qualified tax exempt obligation" within the meaning of Section 265(b)(3)(C) of the Code, then the interest rate borne by this Note will be increased to the same rate of return hereon that the Lender would have realized if this Note had been a qualified tax exempt obligation, effective as of the date that the Note is not a qualified tax exempt obligation. Any additional accrued interest due on a retroactive basis shall be paid by the City within thirty days after demand therefor by the Lender, and interest on a prospective basis shall then be paid at the increased rate on the dates provided herein for the payment of interest. Such non-bank qualified interest rate will be subject to further adjustments as provided by the terms hereof.

This Note may be prepaid in whole or in part on any Business Day without premium. Any prepayment shall be accompanied by all accrued and unpaid interest.

This Note is payable solely from the Pledged Funds to the extent provided in the Loan Agreement and subject to the pledge of the Pledged Funds as more specifically provided in the Resolution and the Loan Agreement. Notwithstanding any other provision of this Note, the City is not and shall not be liable for the payment of the principal of and interest on this Note or otherwise monetarily liable in connection herewith from any property other than as provided in the Loan Agreement, this Note and the Resolution.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE LOAN AGREEMENT OR THE RESOLUTION TO THE CONTRARY, THIS NOTE AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES DESIGNATED THEREFOR PURSUANT TO THE LOAN AGREEMENT, THIS NOTE AND THE RESOLUTION. NEITHER THE FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE OR OTHER COSTS INCIDENTAL HERETO.

All terms, conditions and provisions of the Loan Agreement are by this reference thereto incorporated herein as a part of this Note.

The City to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor. No presentment or delivery shall be required for prepayment or principal installment payments on the Note. Upon final maturity hereof the Lender shall mark this Note cancelled and promptly return to the City.

This Note may be exchanged or transferred but only as provided in the Loan Agreement.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in connection with the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the City has caused this Note to be executed in its name as of the date hereinafter set forth.

The date of this Note is June [ ], 2026.

(SEAL)

\_\_\_\_\_  
Freddie Foster, Mayor  
CITY OF KEY COLONY BEACH, FLORIDA

ATTEST:

\_\_\_\_\_  
Silvia Roussin, City Clerk

**SCHEDULE A**  
**AMORTIZATION SCHEDULE**

**Exhibit "B" to Resolution**

**Term Sheet**



April 8, 2026

City of Key Colony Beach  
City Clerk's Office  
600 W. Ocean Drive  
Key Colony Beach, FL 33051

Re: REQUEST FOR PROPOSALS: 2026-01 TAX-EXEMPT LOAN FINANCING

First Horizon Bank is pleased to respond to the City of Key Colony Beach, FL's *Request for Proposals: 2026-01 Tax-Exempt Loan Financing* with the attached summary of terms and conditions.

As a dedicated Relationship Manager with First Horizon Bank, I bring years of experience working with various government entities. I appreciate the existing banking relationship with the City of Key Colony Beach, consisting of both loan and deposit accounts, and I welcome the opportunity to further expand the relationship.

Should you have any questions about the terms and conditions in the attached proposal, please feel free to contact me directly on (305) 809-3309.

Respectfully Submitted,

A handwritten signature in black ink that reads "Michele White".

Michele White  
Senior Vice President  
First Horizon Bank

First Horizon Bank  
330 Whitehead Street  
Key West, Florida 33040  
305-809-3311  
[www.firsthorizon.com](http://www.firsthorizon.com)



**2026 Tax-Exempt Loan Financing Proposal – First Horizon Bank**

<b>Bank Contact Information</b>	First Horizon Bank <b>Michele White</b> Community Banking Relationship Manager/SVP <a href="mailto:michele.white@firsthorizon.com">michele.white@firsthorizon.com</a> 305-809-3309 Office 330 Whitehead Street Key West, FL 33040
<b>Amount</b>	Term Loan Not to Exceed \$3,000,000.00
<b>Term Options</b> (Request 10, 15 and/or 20 Years) <ul style="list-style-type: none"> <li>• 10 [Y/N]</li> <li>• 15 [Y/N]</li> <li>• 20 [Y/N]</li> </ul>	<ul style="list-style-type: none"> <li>• 10 Year Fully Amortizing</li> <li>• 15 Year Fully Amortizing</li> <li>• 20 Year Fully Amortizing</li> </ul>

<p><b>Tax-Exempt Interest Rate</b> <b>(Detail Index + Spread)</b></p>	<p>Fixed monthly payments of principal and interest based on the final loan amount and chosen term option.</p> <p>Interest will be calculated on the daily Loan outstanding on a 360-day year for the actual number of days elapsed.</p> <p><u>10-Year Option</u> Tax-Exempt Rate: (79% X 10-Year Treasury) + 1.15% (the fully indexed rate as of 03/27/26 is 4.67%)</p> <p><u>15-Year Option</u> Tax-Exempt Rate: (79% X 10-Year Treasury) + 1.50% (the fully indexed rate as of 03/27/26 is 4.92%)</p> <p><u>20-Year Option</u> Tax-Exempt Rate: (79% X 10-Year Treasury) + 1.65% (the fully indexed rate as of 03/27/26 is 5.17%)</p> <p>The interest rate is to be set seven (7) days before closing at the then comparable US Treasury Rate plus the applicable margin as set forth above.</p>
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<p>Event of Taxability</p>	<p>In the event of a determination of taxability shall occur due to action (or inaction) caused by the Borrower, in addition to the amounts required to be paid with respect to any Tax Exempt Loans, the Borrower shall be obligated to pay the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Loans had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Loans</p>
<p>Default rate</p>	<p>Default rate of 5% per annum additional interest may be added by Lender to the Credit Facility</p>
<p>Prepayment Provisions</p>	<p>Prepayable without penalty at any time providing all outstanding principal and accrued interest is paid in full</p>



<b>NTE Fees &amp; Expenses Including Bank Counsel Fee</b>	<p>Bank Commitment Fee of 0.50% of the amount of the Credit Facility payable at closing.</p> <p>Bank Counsel (review-only / no opinion) Fee not to exceed \$7,500</p> <p>Bond Counsel fees and expenses to be paid by Borrower</p>
<b>Bank Counsel Contact</b>	<p><b>Emily Magee</b>  <b>Butler Snow LLP</b>  D: (904) 539-9012   F: (904) 539-9031  6022 San Jose Boulevard, Suite 100, Jacksonville, FL 32217  <a href="mailto:Emily.Magee@butlersnow.com">Emily.Magee@butlersnow.com</a>   <a href="#">vCard</a>   <a href="#">Bio</a></p>
<b>Additional Information</b>	<p>Annual audited financial statements for the Borrower due within 12 months of fiscal year end or when annual ACFR is filed, whichever is sooner</p>

The Bank acknowledges that the City reserves the right to reject any and all proposals received in connection with the RFP. The award of the RFP does not obligate the City to close on the Loan.



Respectfully submitted,

First Horizon Bank

By: Michele White  
Michele White, Senior Vice President

Date: April 8, 2026  
Address: 330 Whitehead Street  
Key West, FL 33040  
Telephone: (305) 809-3309  
Fax: (305) 294-3947  
Email: [michele.white@firsthorizon.com](mailto:michele.white@firsthorizon.com)

ACCEPTED this \_\_\_ day of \_\_\_\_\_ 2026

CITY OF KEY COLONY BEACH, FLORIDA

By: \_\_\_\_\_  
Freddie Foster, Mayor

CERTIFICATE AS TO PUBLIC MEETINGS  
AND NO CONFLICT OF INTEREST

COUNTY OF MONROE

STATE OF FLORIDA

Each of the undersigned members of the City Commission (the "Governing Body") of the City of Key Colony Beach, Florida (the "Issuer"), recognizing that First Horizon TE1, LLC, as the purchaser of the Issuer's Revenue Promissory Note, Series 2026 (the "Note"), will have purchased said Note in reliance upon this certificate, HEREBY CERTIFIES that:

(1) He or she has not, meeting together with any other member or members of the Governing Body other than at public meetings of the Governing Body, reached any conclusion as to the actions taken by the Governing Body with regard to the Note, the security therefor or the application of the proceeds therefrom, or any other material matters in regard to the Note;

(2) He or she does not have or hold any employment with any business entity which is purchasing the Note from the Issuer or any contractual relationship with such business entity that would constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the 21<sup>st</sup> day of May, 2026.

\_\_\_\_\_  
Freddie Foster, Mayor

\_\_\_\_\_  
Doug Colonell, Vice Mayor

\_\_\_\_\_  
Tom Harding

\_\_\_\_\_  
Tom DiFransico

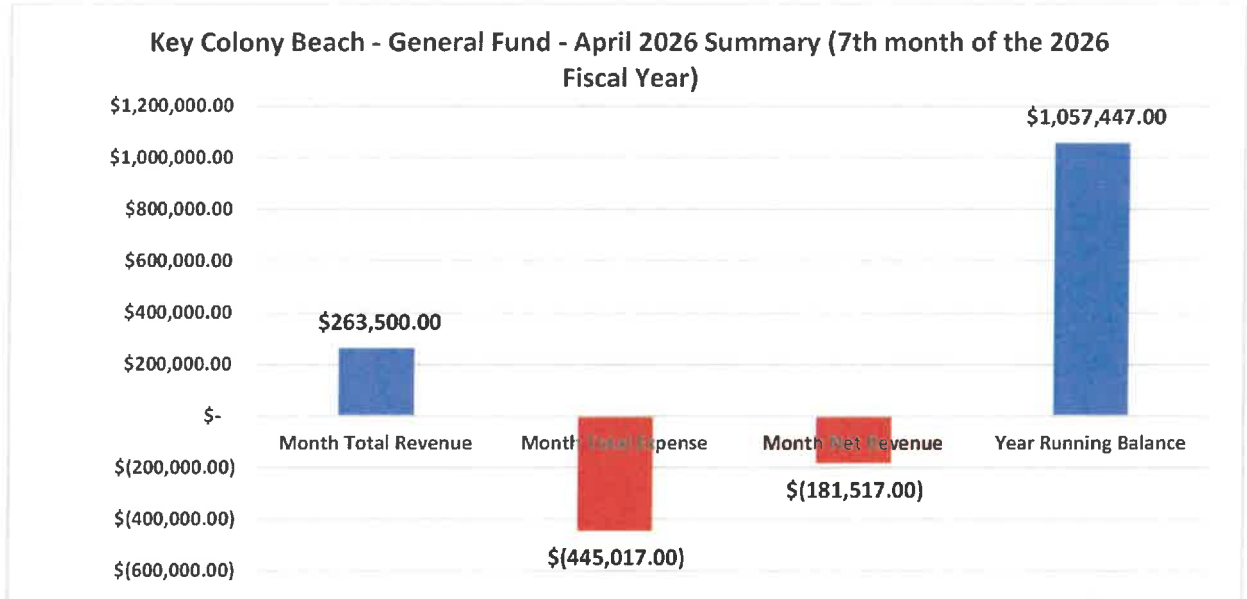
\_\_\_\_\_  
Kirk Diehl

#534528635\_v2 245889.00001

**City of Key Colony Beach Treasurer's Report – May 21, 2026**

**April 30, 2026, financial summary – General Fund**

✓ 7th Month of the 2026 fiscal year budget, Monthly Plot below:



**Revenue Comments:**

- Ad-Valorem at 97.4% of budgeted target
- Total Revenue in good shape

**Expenses Comments:**

- Total expenses under budgeted target
- Areas over budget for expenses at this time:
  - Legislative
  - Financial and Adm
  - Public Works

**Building Fund:**

- Year-to-date status remains in good shape, at a positive \$19,450.00

**City of Key Colony Beach Treasurer's Report – May 21, 2026**

**April 30, 2026, financial summary – General Fund**

**Grant Status:**

- City Hall Hardening remaining open grant funds \$955,379.21, which includes the pay request below
  - Remaining time for open grant - May and June 2026 expenditures
  - Recent pay request: \$305,899.66 received on 06My26
- Reimbursement requested: \$571,185.64 14Ap26 to the State
- Amount not requested yet: \$305,899.66

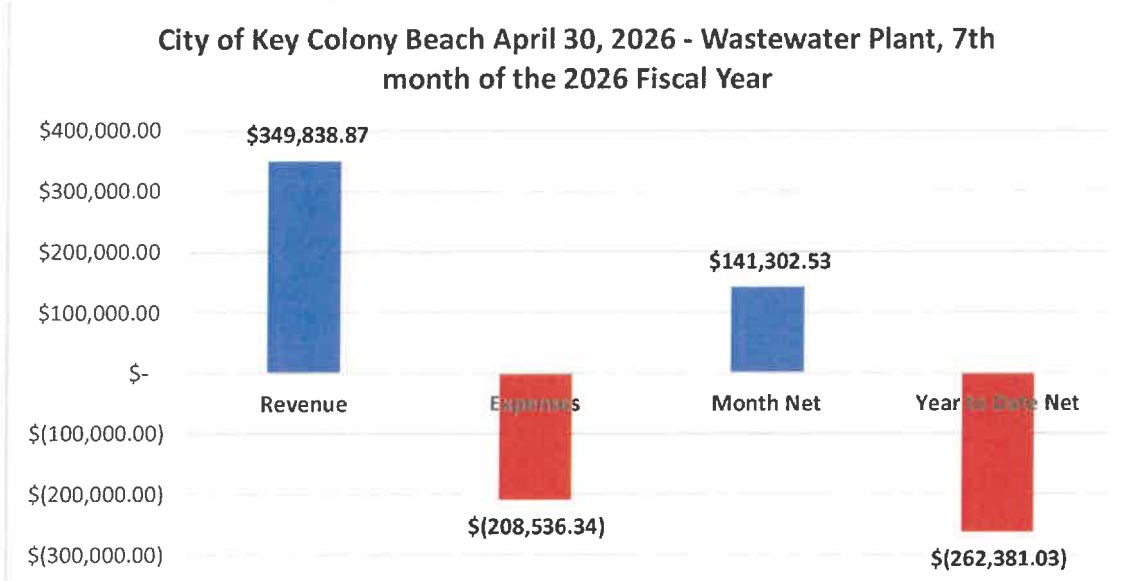
**Tax exempt bond comments:**

- Private use (ex: Post Office): Best to use city reserve funds or grant funds to support hardening project work to stay in compliance with IRS tax code for tax exempt bonds. Limits established in the IRS tax code (141 (b) (1) related to private use to assure the cost savings of the tax-exempt status. Code requirements apply for the length of the bond, 15 years. Therefore, recommended not using the Promissory Note funds for invoices related to the Post Office (private use).
- Reminder - Items such as Furniture/Fixtures and Equipment, best to fund with city reserve funds rather than the Promissory Note due to additional tax administrative tracking.

**City of Key Colony Beach Treasurer's Report – May 21, 2026**

**April 30, 2026, financial summary – Wastewater/Stormwater**

✓ 7th month of the 2026 Fiscal Year, Wastewater Monthly plot below:



**Revenue Status:**

- YTD Revenue in good shape, very close to planned total revenue

**Expenses Status:**

- Overall expenses are above budget by \$156,000, however with recent UV Tank grant reimbursement received in May (\$274,815.11), net expenses are in good shape. Items over/under budget YTD:
  - Sludge hauling over budget
  - Electricity under budget
  - Staff salaries over budget; -more realistic expenses
  - Plant maintenance over budget, but required repairs/maintenance completed
  - Consulting over budget

**Stormwater:**

Checking/Savings balance \$658,210.51

Revenue: Stormwater fees collected for YTD at 103% of budget

Remaining grant funds: \$256,262.30 from awarded total of \$1,043,600.75 (current Shelter Bay Drive active project costs, ref. \$292,750.00). Thus current project will exhaust current open grant funding and will need some city funds for final payment.

Grant reimbursement: Received \$91,629.95 24Ap26