

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, July 16th, 2026, 10:05 AM, or at the Conclusion of the Public Hearing

At the temporary meeting place for the City of Key Colony Beach

The Inn – Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida & via Zoom Conferencing

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

- 1. Call to Order and Roll Call**
- 2. Approval of the Agenda** *(Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote)*
- 3. Special Requests**
- 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. 1-2**
 - b. Police/Code Enforcement – Chief of Police Jamie Buxton - **Pgs. 3-16**
 - c. City Administrator – John Bartus – **Pgs. 17-18**
 - d. Public Works – Public Works Department Head Guarino – **Pgs. 19-20**
 - e. City Hall – City Clerk Roussin – **Pgs. 21-22**
 - f. Building Department – Building Official Loreno – **Pgs. 23-24**
 - g. Beautification Committee – Chair Bachman
 - h. Planning & Zoning Board – Chair Lancaster
 - i. Recreation Committee – Chair Catto – **Pg. 25**
 - 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. 06-18-2026 City Commission Regular Meeting Minutes – **Pgs. 26-36**
 - b. Approval of Warrant No. 0626 for \$4,549,876.66- **Pg. 37**
 - c. Approval of a Contract with Brightview for Restroom Maintenance Services for \$23,628.37 – **Pgs. 38-65**
 - d. Approval of a Proposal by Reynolds Construction for a new Omni Site local Monitoring System for the Wastewater Plant for \$29,880.37 – **Pgs. 66-71**
 - e. Approval of a Proposal by Jeffrey Allen for the Purchase of a Club Car Carryall for the Public Works Department for \$18,666.80 – **Pgs. 72-80**
 - f. Approval of a Proposal by Alan Jay Fleet Sales for the Purchase of a 2026 Ford Ranger Super Crew Pickup Truck for the Building Department for \$38,480.00 – **Pgs. 81-90**
 - g. Approval of a Proposal by Alan Jay Fleet Sales for the Purchase of a 2026 Ford F-150 Police Responder for the Police Department for \$49,604.00 – **Pgs. 91-99**
- 7. Discussion Action Items**
 - a. Discussion/Review of FY 26/27 City Commission Budget Workshop
 - b. Approval of a CPH Engineering Service Agreement for the development of a Collection System Action Plan (CSAP) for 42,000.00 (Base Proposal) or \$54,500.00 (including GIS Map Development) – **Pgs. 100-106**

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.

- c. Discussion/Approval of a recommendation by the Recreation Committee to form an Advisory Committee to advise on the future of the Golf Course, composed of a City Commissioner, a Recreation Committee member, a Resident Golfer, and Public Works Department Head Mike Guarino.
- d. Discussion/Approval of a recommendation by the Recreation Committee to provide suitable fans for the Golf Course Clubhouse Porch.

8. Ordinances & Resolutions:

- a. **FIRST READING OF ORDINANCE 2026-513:** An Ordinance of the City of Key Colony Beach, Florida, amending Article XII. Other Development Review Committee, Procedures Section 101-171 Variances, and providing for Codifications, repealing any inconsistent provisions, providing for severability, and providing an effective date. – **Pgs. 107-111**
- b. **FIRST READING OF ORDINANCE 2026-514:** An Ordinance of the City of Key Colony Beach, Florida, amending Chapter Six of the Code of Ordinances, entitled Buildings, Article II. Dangerous Structures, amending Section 6-37 Certification and Recertification of Existing and Future Multi-Story Structures, and providing for Codification, repealing any inconsistent provision, providing for severability, and providing an effective date. – **Pgs. 112-115**
- c. **Resolution 2026-09:** A Resolution Of The City Of Key Colony Beach, Florida, Imposing The Annual Stormwater Utility Special Assessments For Fiscal Year Commencing October 1, 2026; Approving The Assessment Roll; Providing For Collection Of The Assessments; And Providing For An Effective Date. – **Pgs. 116-120**
- d. **Resolution 2026-10:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida; Determining The Proposed Millage Rate, And The Current Year Rolled-Back Rate, And The Date, Time And Place For The First And Second Budget Public Hearings As Required By Law; Directing The Finance Director To File Said Resolution With The Property Appraiser Of Monroe County Pursuant To The Requirements Of Florida Statutes And The Rules And Regulations Of The Department Of Revenue Of The State Of Florida; And Providing For An Effective Date – **Pgs. 121-123**

9. Secretary-Treasurer's Report

- a. June 2026 Financial Summary – **Pgs. 124-125**

10. City Attorney's Report

11. Commissioners' Reports & Comments

- a. **Commissioner Harding**
 - 1. Wastewater Sampling Weekly Report for July 13, 2026 ****TBA****
 - 2. Dry Flood Proofing Project Update – **Pg. 126**
- b. **Commissioner Diehl**
 - 1. Key Colony Beach 70th Birthday Committee Update
- c. **Commissioner DiFransico**
 - 1. 680 11th Street Update
- d. **Vice-Mayor Colonell**
 - 1. City Hall Update
- e. **Mayor Foster**

12. Citizen Comments

13. Adjournment

This meeting will be held at the temporary meeting place for the City Commission of the City of Key Colony Beach at The Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida 33051.

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/84187148751?pwd=Phbi5QMsS8bnWADf85tU4QJKUvV5N.1>

Passcode: 498726

Phone one-tap:

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+19292056099,,84187148751#,,, *498726# US (New York)

Join via audio:

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+1 689 278 1000 US
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+1 346 248 7799 US (Houston)
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International numbers available: <https://us02web.zoom.us/u/kvVKoPROI>



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 7/16/2026
To: Honorable Mayor and City Commission members
From: Shana J Rogers, Acting Fire Chief
Through: John Bartus, City Manager
Subject: June Month End Report

MARATHON RESPONSES	June
Fire Incidents	6
Hazardous Condition	5
EMS	129
Inter-facility Transfers	52
False Alarm/No Emergency	36
Public Service	24
Rescue	2
Total for Month:	202
Total Calls for Calendar 2026:	1268

FIRE PREVENTION – AFM Card	June
Fire Inspections	9
Fire Safety Plan Review	35
Occupational or Annual License Inspections	3
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	June
Fire Incidents	1
Hazardous Condition	3
EMS	4
False Alarm/No Emergency	3
Public Service	1
Rescue	0
Total for Month:	12
Total Calls for Calendar 2026:	81

VACATION RENTALS – Inspector Good	June
Total Applications Processed	90
Vacation Rental Fire Inspections	100
Total VR Fees Collected	\$101,675.00
Agent/Local Contacts Trained	24
Total VR Licenses Issued	90

Operations June 2026

Fire Operations: During the month of June, Marathon Fire Rescue responded to several working structure fires. Our firefighters successfully contained and extinguished these incidents while preventing significant fire extension and avoiding serious firefighter injuries or heat-related illnesses.

The extreme summer temperatures presented additional operational challenges, requiring crews to remain vigilant regarding hydration, rehabilitation, and firefighter safety throughout these incidents. Despite these demanding conditions, our personnel performed exceptionally well, demonstrating professionalism, teamwork, and a continued commitment to protecting the community. We are extremely proud of their dedication and outstanding performance.

ROI Success: Marathon Fire Rescue continues to see excellent results from our Resuscitation Quality Improvement (RQI) program, which provides ongoing, competency-based training to ensure personnel maintain critical lifesaving skills.

During the month of June, we expanded the program to include Advanced Cardiac Life Support (ACLS) certification for our paramedics, further strengthening the department's advanced emergency medical capabilities. We look forward to continuing to maximize the benefits of this valuable training resource and are grateful to have this outstanding asset available within our department.

Employees: Our two newest probationary firefighters are nearing completion of their intensive pre-assignment training program, which prepares new personnel to safely and effectively integrate into Marathon Fire Rescue operations.

Both recruits have demonstrated an exceptional work ethic, a strong ability to learn department operations quickly, and the professionalism, respect, and positive attitude that are essential in a paramilitary organization. We are especially proud that both firefighters are graduates of our local high school Fire Cadet Program. Their success reflects the value of investing in local talent and highlights the benefits of developing future firefighters from within our own community.

We are also pleased to welcome our newest Vacation Rental Inspector, Jose Soler, to Marathon Fire Rescue. Jose recently joined our department from City Hall, bringing valuable municipal experience and familiarity with the City's software platforms and administrative processes.

His ability to quickly adapt to the fast-paced Fire Prevention environment has made for a smooth transition, and he has already become a valuable contributor to the division while assisting with a variety of inspection and administrative responsibilities. We are grateful to have him as part of our team and look forward to his continued contributions to the department and the community.

Grants: With the tremendous assistance of our grant writer, Maria Covelli, Marathon Fire Rescue recently submitted an Assistance to Firefighters Grant (AFG) application to support the purchase of fire and EMS equipment that will enhance the department's operational capabilities.

Additionally, we are preparing to pursue a multi-agency grant opportunity that would provide mental health training for non-clinical frontline personnel. The program is designed to equip participants with the skills to recognize, support, and appropriately assist individuals experiencing depression or other mental health challenges, while strengthening community-wide awareness and resilience. We greatly appreciate the collaborative efforts that allow us to pursue external funding opportunities that enhance services while reducing the financial impact on the City.

**Commission Meeting Report
Key Colony Beach Police Department
June 18, 2026, to July 08, 2026
Chief Jamie Buxton**

A. REPORTS

1. **06/20/2026**
 Report Number KCBP26OFF000022
 West Ocean Dr
 Disturbance
 Result: Arrest Made

2. **06/22/2026**
 Report Number KCBP26OFF000023
 9th St
 Burglary: Residential
 Result: Ongoing Investigation

3. **07/07/2026**
 Report Number KCBP26OFF000024
 E Ocean Dr
 Elderly Abuse
 Result: Unfounded

4. MEDICAL/ALARM CALLS

Total Calls: 5

5. CALLS FOR SERVICE

Total Calls: 31

6/18/2026-Disturbance-Mobil-Male causing a scene-He was told not to return to Mobil-856

6/18/2026-Traffic Offense-Sunset Park-Report of vehicle parked at the end of South Bay Harbor West near Sunset Park-Unfounded-Do not think this was a KCB Call-858

6/19/2026-Line Down-9th St-Cable line down-Station 14 assisted in removing line-858

6/19/2026-Traffic Offense-14th ST-Parked in roadway-Warning Issued-858

6/19/2026-Assist Citizen-8th St-GPS Showed their boat trailer was moving-Trailer was not moving-it was a GPS Malfunction-858

6/19/2026-Hazard-11th St-Water pipe broken in yard-Owner shut it off-858

6/20/2026-Lost Property-Missing/Lost Purse-As of now purse has not been turned in-855

6/20/2026-Vessel:Abandoned-Advised of private property tow-855

6/20/2026-Traffic Offense-Subject was parked in RP's driveway-Gone upon arrival-858

6/21/2026-Flagdown-E Ocean Dr-Questions for the officer-858

6/21/2026-Animal incident-7th St-Report of someone leaving their dog at the dog park-They were watering plants, did not abandon their dog-855

6/24/2026-Fraud-Circle K-Subject added money to gift card in store-when he got home the card was not activated-The store refunded the money back-856

6/24/2026-Water Emergency-9th st-Report of subject yelling at children on a vessel-FWC was notified as the vessel had already left the KCB waters.

6/26/2026-Suspicious Activity-W Ocean Dr-Ongoing issue at vacation home-There was a pair of shoes with a phone inside-856

6/28/2026-Assist Citizen-Phone Call-Questions for officer-856

6/28/2026-Hazard-12th St-Water pipe broken in backyard-Fire Department shut off water main-Owner notified-No damage to property-860

6/30/2026-Assist Business-10th St-Questions about a civil standby to get their tools back from a job site-855

6/30/2026-Assist Citizen-W Ocean Dr-Questions about phone evidence-855

6/30/2026-Assist Citizen-Phone Call-Questions for officer-855

702/2026-Hazard-W Ocean Dr-Report of water leaking in the backyard-Homeowner was not in town-Plumber was called and handled-856

7/03/2026-Assit Citizen-Phone Call-Boat trailer parking questions-855

7/03/2026-Flagdown-W Ocean Dr-Civil Questions-858

7/03/2026-Traffic Offense-W Ocean Dr-2 trailers parked on property-Property manager was notified-Trailer will be moved-858

7/04/2026-Suspicious Vehicle-Mobil-Vehicle was parked next to building-It was unoccupied-858

7/04/2026-Traffic Offense-14th St-Parking Violation-Warning issued-858

7/05/2026-Customer Dispute-Sadowski Cswy-Management wanted a subject to leave-They left without incident-857

7/05/2026-Animal Incident-5ht St-Report of subjects possibly watering manatees-FWC Notified-Unable to locate the violation-857

7/05/2026-Disturbance-13th St-Report of subjects shooting air rifles in the area-It was the invasive species hunters-858

7/05/2026-Trespassing Business-E Ocean Dr-Subjects from next door trespassing on dock-Gone upon arrival-858

7/06/2026-Welfare Check-11th St-Subject who was arrested thought he may have left the stove on-It was in fact left on and was turned off-858

7/07/2026-Welfare Check-Sadowski Cswy-Disabled vehicle in roadway-Vehicle was cleared from the roadway-860

6. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 20

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

Total: 13

8. CITATIONS/WARNINGS

- 1. Traffic Citations: 7**
- 2. Traffic Warnings: 31**
- 3. Code Citations: 0**
- 4. Code Warnings: 4**
- 5. Resource Checks/Marine Life: 0**

9. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

This year's Kids' Fishing Derby was a tremendous success. We extend our sincere gratitude to all the volunteers and organizers who contributed their time and effort.



We participated in the City of Marathon's annual 4th of July Parade. Following the event, we hosted a community barbecue for residents and visitors at Sunset Park.





The Dodge Ram was recently wrapped to match the remainder of the fleet.



Concluding a distinguished 21-year career in law enforcement with the City of Key Colony Beach, Chief Kris DiGiovanni has officially retired. The agency acknowledges his extensive leadership and offers its formal appreciation for his decades of service, wishing him the absolute best in his retirement



SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 7/08/2026

Time: Email

Location: Email

Meeting Lead: Chief Jamie Buxton

ATTENDANCE

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

ITEMS & DISCUSSION

1ST ITEM: OPENING

DISCUSSION: *Personal Protection Equipment*

2ND ITEM: ADDRESS SAFETY TOPIC(S)

DISCUSSION: - Signs to look for in a dog to determine if it is a threat and 10 possible options to deal with an aggressive dog. "Criminals will often use their dogs not only as an early warning system, but also as a first line of defense."

3RD ITEM: QUESTIONS/CONCERNS

DISCUSSION: Emergency or not?

Do we have time to wait for the assistance of animal control?

4TH ITEM: RESOLUTIONS: When practicable to do so, wait for the assistance for animal control. Do the neighbors know the dog? Can the neighbors be of any assistance?

DISCUSSION: -

If there is time to seek and wait for the assistance of animal control or the neighbors, then waiting is an option. However, if there is an immediate need for intervention, an assessment and interaction of the dog is needed. The use of the signs discussed will assist the officer in the available options.

5TH ITEM: CONCLUSION

DISCUSSION:

Reference Video: "Assessing the Threat Level of Dog" ([PoliceOne.com](https://www.policeone.com))

Code Enforcement Activity Report: June 15th to July 8th, 2026

Executive Summary

This report summarizes code enforcement activities, community assistance, and compliance efforts from **June 15, 2026, to July 8, 2026**.

The primary focus for this period was managing garbage and yard bin violations, resolving public nuisances, and supporting community events like the annual Fishing Derby and the 4th of July Celebration. Code Enforcement officer successfully resolved multiple resident complaints, balanced strict enforcement with educational outreach, and updated all records in the CitizenServe system.

Activity Dashboard

Code Violations & Enforcement

- **Total Citations Issued:** 25
- **Citations Waived (First-time/Approved):** 3
- **Payments Processed:** 10
- **Written/Verbal Warnings Issued:** Numerous (focused on early bin placement and yard waste)

CitizenServe System Updates

- All issued citations, warnings, and processed payments were logged into the database.
- Cross-referenced financial records with City Hall to track pending payments.

Detailed Activity Breakdown

1. Code Enforcement & Citations

- **Section 7-7 & 7-7.2 (Garbage Bin/Bag Violations):**
 - Issued **10 citations** on June 15 to repeat offenders putting bins out as early as 9:00 AM.
 - Issued citations on June 8, 11, 17, 18, 22, 24, and 29 for bins out past the 24-hour limit, early placement, or missing proper receptacles.
 - Issued a citation on June 24 to a property under a trustee; working to establish contact regarding accumulated fees.
 - Issued a citation on July 2 for 3-yard bins left on the curb past 24 hours.

- **Section 8-6, 8-7 (Overgrown Vegetation & Public Nuisance):**
 - Issued and mailed citations to the vacant lots at **150 & 160 3rd St** following multiple neighbor complaints. (vacant lot maintenance violation)
 - Addressed yard debris cutting left at the front of a property along with wood lumber. Realtor will contact the owner to take care of it.
- **Trailer & Sign Violations:**
 - Issued a citation on June 29 to a resident for parking two trailers on-site after receiving prior warnings. (citation waved trailers parked together, they belong to 2 different properties, Upstairs and downstairs location)
 - Investigated an improperly placed Real Estate sign and a boat trailer parked on a vacant lot on June 24.
 - Flagged two boat trailers parked in front of a home on 13th St on July 8.
 - Investigated an additional case involving **two trailers** parked at a local residence.

2. Case Resolutions & Variances

- **181 5th St:** Waived a June 11 garbage citation after the property manager explained that renters left the bins out without her knowledge. Issued a final warning.
- **181 12th St:** Processed **two separate payments** for this single residence due to recurring violations of leaving bins out past 24 hours.
- **46 Sadowski:** Processed payment and closed the case file on June 30.
- **Administrative Waivers:** Waived a June 4 citation (Section 7-7) per City Hall request and supervisor approval. (Miss communication between owner and cleaning crew)
- **1000 W Ocean Dr (Construction Compliance):** Spoke with the construction company regarding onsite debris and the requirement to keep their safety barrier up. The company complied fully by bringing in a dumpster, clearing the area, and lifting the barrier.

3. Public Nuisance & Safety Investigations

- **Construction & Noise Monitoring:**
 - Inspected a roof job following noise complaints; verified the contractor's license and advised workers to stay off neighboring property.
 - Reminded local construction crews that weekend work was prohibited over the holiday.
 - Assisted the Building Code department in creating a **30-day temporary permit application** for large construction dumpsters for residential property.

- Addressed a roofing company working on **10 St.** Discovered there was **no permit on file** and immediately coordinated with Tony from the Building Code department to inspect the site.
 - Spoke directly with a resident at **918 W. Ocean** to address an active light nuisance complaint and educate him about the type of lighting that is allowed according to city code. Resident complied.
- **Hazard & Environmental Control:**
 - Coordinated the immediate removal of doors from discarded freezers left by the curb to prevent safety hazards.
 - Located and reported a water main leak at 11th Street; contacted the property manager to resolve the water loss.
 - Partnered with Officer Burden to monitor a property at night following complaints about a bright light nuisance.
 - Discuss issues with a couple of drain holes resident on 5th street brought it to my attention where filter debris must be replaced. Will address it with Public Work Depts.
 - **Anonymous Complaints:** Responded to an inquiry clarifying city policy that investigations cannot proceed without the complainant disclosing their information.

4. Community Outreach & Inter-Departmental Support

- **Fishing Derby (June 16–17):** Assisted the Police Department by contacting participants, organizing volunteer rosters, and providing full-day operational support. The event was highly successful.
- **4th of July Celebration (July 2–6):** Assisted the Police Department with purchasing supplies and running the community BBQ. Personally invited residents, engaged with the community, and handled the post-holiday cleanup of Sunset Park.

Next Steps & Follow-Up Focus

Targeted Patrols: Continue morning and afternoon sweeps to curb the trend of early trash bin placement (before noon/9:00 AM).

Property Manager Network: Maintain direct communication with local realtors and property managers to ensure seasonal renters are educated on local trash, trailer, and debris codes.

Ongoing Resident Outreach: Continue proactive communication with residents to actively remind them about city codes, rules, and regulations.

Community Education: Focus on regular verbal and written warnings to educate community members on proper trash schedules and trailer regulations before issuing penalties.

City of Key Colony Beach

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



Date: July 9, 2026

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

Summer is a bit slower, but things keep moving on here in Key Colony Beach. City Hall is making amazing progress, and budget season is upon us. Here is some of what I've been up to since the last Commission meeting... and Happy SemiQuincentennial!

1. TDC Capital Project Grants: The City submitted several applications for TDC "Bricks & Mortar" grants for local projects. These funds are collected as part of the tourism "bed tax," and are totally paid for by our visitors. This year, we have submitted applications for ADA-compliant restrooms on both the 7th Street and 8th Street sides of our park, the basketball half-court with a tiki shade hut, a fitness trail with exercise stations along the north side of the park stretching from 7th Street along Shelter Bay Drive to 8th Street, a new video-capable dynamic message sign for our new City Hall, and a wedding/family gathering area for Sunset Park.
2. Met with Commissioner DiFransico and Tony Loreno to help resolve local property issues.
3. Received notification that the City was awarded the FDEM Hurricane Loss Mitigation Program Grant for \$220,500 to assist in elevating our wastewater lift stations.
4. Continued our ongoing meetings with the County and other municipalities concerning street elevation and resilience studies; this will help us as we pursue grant funding for these projects, possibly as early as this upcoming fiscal year through DEP Resiliency Grants. This leads into...
5. Now that the state budget has finally been signed into law, I'm researching grant opportunities from DEP. These include Alternative Water Supply grants, Nonpoint Source Management grants, Resilient Florida Planning & Implementation grants, and possibly Beaches Management Funding Assistance grants.
6. Continuing work with other local stakeholders to draft an Interlocal Agreement to assist in the distribution of Stewardship Act funds appropriated by the Legislature this session. This will determine how the \$20 million is shared among local agencies.
7. Met with the Recreation Committee; will have met with the Beautification Committee and Planning & Zoning Board discussing their agenda items, some of which are up for consideration today.

8. Scheduled a meeting to resolve the floodplain ordinance and applicable code issues with the Building Department and Legal.

John Bartus
City Administrator, Key Colony Beach

Public Works Staff Report

Report for July 16th, 2026 – City Commission Meeting

- Repaired light post struck by vehicle on West Ocean
- Repaired landscape lights at coconut path
- Repaired fountains at retention pond
- Performed preventative maintenance on Polaris UTV
- Performed preventive maintenance on police RAM 1500
- Contracted BrightView for sea-oxide daisy installation at the retention pond and replanting of 7th street garden
- Irrigated above plantings, baskets and sod on causeway
- Installed 4th of July banner at front entrance and patriotic banners on tiki huts
- Removed and stored tennis and pickleball windscreens
- Repaired starter cord on trimmer
- Installed mulching kit on Hustler mower
- Staged mulching for beatification project at coconut walkway
- Assisted BrightView with golf course tree maintenance project
- Performed preventative maintenance on all generators
- Corrected wiring on pickleball tennis tiki hut
- Swept all streets
- Repaired all potholes
- Fixed carburetor on power washer
- Repaired shop air compressor,
- Repaired RO main at gazebo park
- Continued work on updating city FWC buoy permit
- Obtained bid for basketball court
- Obtained bids for Gieger trees installation for Beautification
- Completed Monthly PM on air conditioners citywide
- Moved new deck furniture to clubhouse patio
- Repaired “What’s your Hurry” spotlight
- Contracted snaking of 7th street park main
- Ordered benches to replace noncommercial grade benches at bocce court.
- Spread Beatifications remaining mulch citywide
- Secured sail shade construction site, inspected cleaned and reopened courts.
- Weeded silver buttonwood hedge on 7th Street.
- Disposed of shipping crates for wastewater filter replacement project
- Assisted beatification with replacing hanging baskets
- Removed and stored patriotic banners for next season

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	7/8/26	Location:	Shop
Time:	0700	Meeting Lead:	Mike Guarino

Attendees: Esteban Cabrera, Cedric Goethals & Mike Guarino

Absentees: Justin Luisi & Cooper Hart,

Topic: Playground inspections and ADA compliance in Parks

1. Introduction and Presentation of Topic:

We watched safety video about identifying playground hazards & discussed ADA compliance in parks.

2. Discussion, Questions and Concerns:

We talked about common hazards and how “user modifications” to playground and sports equipment poses a hazard to safety. We discussed fall height and strangulation hazards on playground equipment and the dangers of a park bench being moved with 72” of the radius of an exit chute on a slide. We also discussed trash receptacle placement; that it needs to be adjacent (not on) an accessible route and within easy reach.

3. Conclusion:

During morning chores, the city’s parks and facilities need to be inspected for hazards and any changes or modifications. Any findings need to be reported to the public works department head immediately.

City Hall Staff Report

Report for July 16, 2026 – City Commission Meeting

City Clerk Silvia Roussin

- The City website has been updated to comply with ADA guidelines for documents, including print-friendly and accessible transcript views, disability assistance, and Translate capabilities.
- Continued providing notices of upcoming election deadlines for potential candidates and publishing legal notices in coordination with the Supervisor of Elections Office and assisting candidates with ongoing campaign finance report submissions.
- The interview process for hiring a Wastewater Plant Operator has been completed, and an applicant has accepted an offer of employment with a starting date of September 1st.
- All Commissioners, along with City Administrator Bartus and me, have completed the SB 180 training requirements.
- Preparing for end-of-year staff evaluations.
- We have not received a decision on the CDBG Grant Application as of this date (7/9/2026).
- Continued City Hall 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.
- Completed monthly reporting requirements for the US Census Bureau regarding construction costs for City Hall and the Retention Pond.
- 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.
- 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

- Conducted the Property Manager Class on July 7, 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.
- Facilitated and supported Zoom meetings for Beautification, Recreation, Utility, Planning & Zoning, and City Commission meetings
- Provided Front Desk coverage during staff absence.
- Added several new contracts and agreements into a tracking spreadsheet; updated calendar accordingly.
- Requested reports be made from CitizenServe for 2026-2027 licenses for LTR and BL.
- Send out Constant Contact emails reminding STR owners and managers that the Portal opens July 1st and they can start applying.

City Hall Staff Report

Report for July 16, 2026 – City Commission Meeting

- Teams call CitizenServe to work out issues with the new renewal process.
- Send a monthly email to Silvia listing new property owners and Contracts/agreements, with attached contracts that will expire in 3 months or have expired.

Administrative Assistant/Bookkeeper Linda Jones

- Continued working with Chief on Fishing derby deposits and payments.
 - Completed the online QuickBooks/bookkeeping course.
 - Recorded all donations on the correct Donation log.
 - Recorded all pump-outs on the new log.
 - Worked with Shane to maintain a list of all purchase orders.
 - Reconciled all bank accounts and credit cards.
 - Created quarterly sewer invoices and printed for mailing or emailed to owners.
 - Created weekly wastewater aging reports.
 - Continued to call owners and collect delinquent sewer payments.
 - Cut checks and paid incoming invoices. Scanned invoices to QuickBooks and then filed them.
 - Worked with vendors to reconcile amounts owed with amounts billed.
 - 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 and quarterly condo bills.
 - Learning to create monthly warrant reports and summary reports.
 - Created Beautification and Recreation reports.
 - Maintained a spreadsheet for Golf Course utility payments
 - Made and recorded various transfers per Jennifer and Silvia.
 - Recorded semi-monthly payroll transactions in QuickBooks.
 - Deposited and recorded multiple payments for sewer invoices.
 - Kept track of all P&P and Forte electronic payments and deposits.
 - Filled in for the front desk and answered the phone as needed.
 - Worked with Jennifer on learning and producing monthly warrants.
 - Recorded principal and interest payments on two loans.
 - Collect all receipts needed for reconciling credit cards.
 - Followed up with Shane on numerous payment approvals.
 - Created budget reports for various departments as needed.
 - Worked with Par in identifying ACH customers and possible credits.
- Administrative Assistant/Front Desk Cheryl Baker - **Currently on vacation

Upcoming

07-21-2026 Utility Board Meeting
08-11-2026 Beautification Committee Meeting
08-13-2026 Recreation Committee Meeting
08-18-2026 Primary Election
08-19-2026 Planning & Zoning Board Meeting
08-20-2026 City Commission Meeting

Building Department Staff Report

Report for July 2026– City Commission Meeting

Tony Lorenzo – Building Official

- Completed 122 inspections during the reporting period, including 37 rental renewal safety inspections.
- Plan reviews completed: 35
- 10 new construction projects remain active throughout the city.
- The department is also experiencing an increase in new permit activity, reflecting continued construction and investment within the community.
- Daily support continues for Vice Mayor Colonel and the City Hall Renovation Project, including on-site coordination, construction progress monitoring, and ensuring Marble Hall remains accessible and operational throughout the project.
- Staff are currently organizing canal-side seawall and dock inspection photographs for direct distribution to affected property owners, along with courtesy reminder notices. Since notification was sent to Key Colony Beach residents that visual inspections had been completed, the department has received numerous calls from homeowners who have subsequently engaged marine contractors and engineers to evaluate and address seawall and dock repairs.
- Annual rental renewal safety inspections remain a primary focus, with approximately 56 inspections completed this month. With more than 700 short-term rental properties requiring annual inspections, the program represents a significant operational responsibility for the department. The current inspection cycle is providing valuable data on staffing, scheduling, and inspection times, and staff are evaluating opportunities to streamline and improve the renewal inspection process for next year.
- The department continues working with the City Administrator and Commissioner DeFrancisco, providing building department records and technical information to assist Mr. Dick Harper in resolving an outstanding stop-work order and complying with a magistrate's order related to the completion of his residence.
- Professional development remains ongoing. I recently passed my third State Board examination and am currently preparing for the fourth and final examination required by the Florida Department of Business and Professional Regulation.

Samantha Rodamer – Building Assistant

- Permits Issued: 39
- Permits Closed: 52
- Assisted with conducting vacation rental inspections, 19.
- 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 June City Hall construction progress meetings.
- Managed and maintained a detailed log of inspections completed on the City Hall construction project as well as the reports submitted from the specialty inspector. Provided this log monthly to the proper individuals as well as shared individual inspection reports as they were received.
- Managed and input all rental inspection reports. This includes reaching out and following up with all inspections already conducted who did not meet all passing requirements.
- Completed the July schedule for vacation rental inspections & began organizing the schedule for August.
- Organized and provided documents from the Building Department to be added to meeting agendas.
- Began organizing the spreadsheet for the biannual Point Match report due to be submitted to the Florida Department of Revenue which updated the jurisdictions address database.
- Continued coursework for Fire Inspector 1 certification with the first of four upcoming in person weekend classes scheduled for 7/11 & 7/12. The four weekend courses will satisfy the final 80 of the 200-hour total educational course requirements to qualify to take the state exam.
- Finalized reports within our permitting system to keep track of deadlines on all permits issued throughout the city.
- Provided monthly closed permits list to MCPA.
- Attended the June Planning & Zoning Board meeting.
- Began working on the Building Surcharge submittal to the DBPR for Q3 of FY 25/26.
- Prepared for an upcoming meeting with FEMA representatives that will focus on reviewing permitting files for Endangered Species Act (ESA) compliance

Silvia Roussin

From: cynthia catto <ctcatto@aol.com>
Sent: Friday, July 10, 2026 8:33 AM
To: Silvia Roussin
Subject: Rec committee report

Recreation Committee Report

Project updates

- Bocce - Deposit made for completion of pavers project and now on UB Brickin's work schedule
- Little Libraries- everything running smoothly
- Golf course- New equipment has arrived, trees for golf course safety have been planted, new porch furniture has been well received and a need for ceiling fans was noted
- Basketball court- a soft quote has been received from Affordable Asphalt for \$48,000
- Bathrooms 7th and 8th streets - TDC grant has been requested for 70% of \$210,000 cost (\$147,000)
- Walking exercise path- TDC grant has been requested for 70% of \$149,000 cost (\$104,300)

Requests for City Commission

- Approval to purchase and install ceiling fans on Golf Clubhouse porch.
- Appoint an advisory committee composed of a city commissioner, a recreation committee member, a KCB citizen and Mike Guarino to develop a plan for future golf course management.

Recreation Committee concern

When John Bartus reported on the TDC grant, he also reported that a request of 70% of \$110,000 for a basketball court and a tiki hut. This was very confusing to the rec committee members. We believed from our June meeting that the basketball court was going to be paid for out of the current year's budget. The committee's desire was that the court would be finished before September 30th. Since the grant request has already been submitted. The committee agreed to wait until the grant request is acted on September 30th. Then the basketball court will be constructed whether the grant monies are approved or not. The mayor agreed that the court would be completed before Christmas.

The TDC grant application was submitted on June 30th. Our meeting was July 9th. Why didn't we receive any notice?

Poor Communication between the commission and the recreation committee is an on going issue.

Respectfully submitted,
Cynthia Catto
Chair
Sent from my iPhone

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, June 18th, 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 Rollcall:** The Key Colony Beach Regular Meeting & Public Hearing 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 (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl (via Zoom). **Also present:** City Attorney Jim Hicks, City Administrator John Bartus, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Chief of Police Kris DiGiovanni, Acting Chief Jamie Buxton, Acting Fire/EMS Chief Shana Rogers.

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

Public Attendance: 30

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:

- 5i. Addendum to the Recreation Chair Report
- 6f. Approval of the City Commission Special Meeting Minutes from April 1st and April 27th, Emergency Meeting Minutes from May 5th and May 21st, and Regular Meeting Minutes from May 21st.
- 7o. Discussion/Approval for CPH invoice No. 177905 for \$149,175.75
- 11a. Commissioner Harding: The addendum to the Wastewater Report

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Special Requests**

- a. Chief DiGiovanni Service Recognition

Mayor Foster recognized Chief DiGiovanni for 20 years of service to the City and noted that he had advanced from officer to Chief of Police. Mayor Foster stated that Chief DiGiovanni would be missed, wished him good health, and read the service recognition into the record. Mayor Foster then presented Chief DiGiovanni with the signed recognition placard and a \$10,000.00 check in appreciation of his service. Mayor Foster also recognized Chief DiGiovanni for founding the Kids Fishing Derby 19 years ago with an initial budget of \$2,000.00.

Chief DiGiovanni thanked Mayor Foster and the Commission for the recognition and provided an update on his back surgery and ongoing physical therapy. He thanked the volunteers, Public Works Department, Police Department, Mayor, and the Sutton family for their support of the Kids Fishing Derby, noting that 45 children participated and that the following year would mark the event's 20th anniversary. Chief DiGiovanni reflected on his nearly 21 years of service, including 15 as Chief, describing the occasion as humbling and emotional. He spoke about serving the citizens and residents of Key Colony Beach, the friendships formed, working through holidays, and his commitment to public service. Chief DiGiovanni thanked Sgt. Buxton for serving as Acting Chief during his absence, as well as the Commission, City staff, the Monroe County Sheriff's Office, his family, and the community for their support. He acknowledged Mayor Foster, Vice-Mayor Colonell, and the Commission for significant advancements and projects,

and expressed confidence that progress would continue. Chief DiGiovanni concluded by thanking his family for their patience, sacrifice, and support, stating that Key Colony Beach would always hold a special place in his heart.

Mayor Foster thanked Chief DiGiovanni for his service and stated that he would be missed.

Commissioner Diehl apologized for not being able to attend in person and congratulated Chief DiGiovanni on his retirement. Commissioner Diehl wished him a speedy recovery and thanked Chief DiGiovanni for welcoming him to the City when he first started and for his service.

b. Promotion of Sergeant Jamie Buxton to Chief of Police

Mayor Foster stated that it was his pleasure to introduce Sergeant Jamie Buxton for promotion to Chief of Police and requested a motion for approval.

MOTION: Motion made by Commissioner Harding to approve the promotion of Sergeant Jamie Buxton to Chief of Police. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Foster congratulated Jamie Buxton on her promotion to Chief of Police. He noted the historic significance of her appointment as the City of Key Colony Beach's first female Chief of Police and stated that her promotion was based on merit, character, leadership, and dedicated service to the City and its officers.

Monroe County Sheriff's Office Captain Derek Paul administered the Oath of Office to Chief Jamie Buxton and then pinned the Chief of Police badge.

Chief Buxton addressed the Commission and expressed appreciation to Chief DiGiovanni, the Commission, City staff, her family, and the community for their support. She stated that she looked forward to the future and intended to lead with integrity. She also thanked her family for their patience, sacrifice, and continued support.

Mayor Foster thanked all attending for the special occasion.

c. Letter of Commendation to Scott Stanfield, Manager of the Key Colony Beach Marina

Mayor Foster asked Sgt. John Buckwalter to speak about the commendation for Scott Stanfield. Sgt. Buckwalter described an emergency in which a man was struggling to stay afloat in the water and noted that, with assistance from other agencies, the man was safely removed from the water. Sgt. Buckwalter stated that Scott Stanfield, Manager of the Key Colony Beach Marina, came to the rescue and that, without Mr. Stanfield's assistance, the outcome may have been very different.

Mayor Foster read the letter of commendation into the record and presented the plaque to Sgt. Buckwalter to present to Mr. Scott Stanfield.

4. Citizen Comments and Correspondence

City Clerk Roussin informed on the following citizen correspondence:

May 21, 2026 – Cindy Catto wrote to the City Commission, expressing concerns about the tourism grant for the sunshades at the pickleball courts and the City's matching funding obligation.

May 22, 2026 – Skip Helme wrote to the City Commission, commending Commissioner Diehl and Mayor Foster for their assistance with dumpster placement.

May 25, 2026 – Michelle Smoot wrote to the City Commission describing negative experiences with vacation rentals and related noise complaints.

May 27, 2026 – Lynne Benton wrote to the City Commission requesting an amendment to the ordinance governing restrictions on citizen comments.

May 28, 2026 – Michelle Smoot wrote to the City Commission with suggestions regarding House Rules for vacation rentals.

June 15, 2026 – David Evangelista wrote to the City Commission with comments regarding the Golf Course Clubhouse and requested that the City deny the Recreation Committee's request to apply for a TDC grant at this time.

June 15, 2026 – David Evangelista wrote with thoughts on the unsuccessful solicitation for the construction of the basketball court.

June 17, 2026 – Cindy Catto wrote with suggestions on the Pickleball Management Agreement.

In addition, the Commission received correspondence in opposition to the proposed boatlift at 841 W. Ocean Drive from the following citizens:

- Bryan Kornblau, 921 W. Ocean Drive
- Linda Coggins, 921 W. Ocean Drive
- Dale Bruns, adjacent property owner to 841 W. Ocean Drive
- Rich Fairneny, 1133 W. Ocean Drive
- Charles Martin, 901 W. Ocean Drive
- Janet Griffin, 799 W. Ocean Drive
- Gabriele Joba, 1133 W. Ocean Drive

Mayor Foster asked for citizen comments.

Lynne Benton (Conkling), 621 10th Street, spoke regarding item 7a of the boatlift application and stated that she would like to see a document that addresses the factors used to evaluate and determine decisions, including safety concerns, evaluation and analysis, and evidence-based recommendations. She also referenced viewshed concerns and impacts on residents.

Carlos Martinez, Manager of the Condominium Castillo del Sol, commented on the proposed boat lift and requested that the record be corrected to reflect the board's neutrality on the matter. He stated that a small number of owners had submitted letters opposing the lift, but the board itself remained neutral. Mr. Martinez noted that the proposed boat lift would benefit an owner with children with disabilities and improve the property's use.

Betty Howe, 901 W. Ocean Drive, thanked the Commission and said she loves living in Key Colony Beach. She said that after 15 years there, she values the few natural beaches remaining in the Florida Keys. Ms. Howe opposed the proposed boat lift, describing the structure as large and commercial, and said it would be comparable in size to a loaded tractor-trailer. She said that allowing the lift could set a precedent that would result in the loss of a pristine beach area. Ms. Howe expressed empathy for the Schmidt family and noted that she has family members who use wheelchairs, but stated that, in her opinion, the boat lift was a convenience rather than a necessity. She asked the Commission to deny the request.

Linda Coggins, 921 W. Ocean Drive, stated that she has been a registered Key Colony Beach resident for four years. She expressed concern that approving the boat lift would set a dangerous precedent and that the large lift could become a projectile in a future storm. Ms. Coggins referenced the impacts of Hurricane Irma and expressed concern that additional equipment or structures could create debris hazards during storms. She also raised concerns about swimmers and incoming boat traffic.

- 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 presented the statistical report for May and reviewed Fire/EMS calls for the month. Lt. Rogers also provided information about the upcoming 4th of July Parade and

stated that additional details would be shared as they become available.

- b. Police/Code Enforcement – Chief of Police Jamie Buxton informed the Commission that the Key Colony Beach Police Department would participate in the parade and asked whether the Commission had any questions. None were asked.

Mayor Foster asked the Commission for any questions on the subsequent Department Reports. There were none.

- c. City Administrator – John Bartus:
 - 1. Property Tax Reform
 - 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. 05-21-2026 City Commission Public Hearing Minutes
 - b. Approval of Warrant No. 0526 for \$1,142,362.19
 - c. Approval of an Interlocal Agreement between the Board of County Commissioners of Monroe County and the City of Key Colony Beach for State Boating Improvement Funds (BIF) for \$6,000.00
 - d. Approval of the renewal of Lobbyist Services with Ron Book
 - e. Approval of Vacation and Sick Time Payout for Chief DiGiovanni

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. **Discussion Action Items**

- a. **Discussion/Approval of a 40,000-Pound Cradle-Style Boat Lift for the property at 841 W. Ocean Drive per the Recommendation of the Planning & Zoning Board **Tabled at the May 21st, 2026, Hearing**
 - 1. Engineering Plans
 - 2. FDEP Qualification Letter
 - 3. Owner Letter
 - 4. Neighbor Letter of Approval
 - 5. Neighbor Letter of Opposition
 - 6. Recommendation by the Planning & Zoning Board

Mayor Foster introduced the agenda item and asked Building Official Loreno to elaborate. Building Official Loreno stated that the proposed boat lift met all engineering and capacity requirements and noted that it would have been administratively approved if its weight had been no more than 31,000 pounds. Building Official Loreno also confirmed that the Planning & Zoning Board had recommended approval. Mayor Foster then asked for a motion.

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

DISCUSSION: Mayor Foster noted that similar discussions and concerns about boat lifts in the 15th Street area had occurred over the years as development progressed throughout the city. He acknowledged residents' concerns in the area and stated that the item had been tabled at the previous meeting to allow Commissioners additional time to

review the matter and discuss its legal implications.

Building Official Loreno confirmed that a 31,000 elevator-style lift could be installed without the Commission's approval.

Mayor Foster asked City Attorney Hicks to address the City's potential legal exposure if the application were denied. City Attorney Hicks advised that denial could subject the City to litigation. He explained that the City Code does not set specific criteria for denying a cradle-style boat lift application and noted that the Planning & Zoning Board and staff had recommended approval. He further stated that all required permitting and review processes found the application acceptable. City Attorney Hicks also addressed concerns about ADA access and discussed recent legislation and court decisions emphasizing private property rights, explaining that courts generally scrutinize land use regulations that restrict lawful property use. He concluded that, in legal counsel's opinion, denial could expose the City to liability.

Vice-Mayor Colonell asked whether the Commission would deny the application if it conflicted with the City's Code or Ordinances. City Attorney Hicks stated that no direct conflict would occur; however, he had given reasons for concerns if a denial occurred.

Commissioner Harding stated that he understood and appreciated the concerns raised by nearby residents and agreed with many of them. He discussed the City's efforts to clean up after Hurricane Irma and expressed concerns about boat lifts in the ocean and canal environment, neighboring property rights, and environmental impacts. He stated that, in his opinion, the City's ordinances should provide greater environmental protection and noted that other communities have faced litigation over land-use regulations intended to protect community resources. Commissioner Harding also recalled a previous boat-lift application that had been denied and stated that he did not support approval of the current application.

Commissioner DiFransico stated that he recognized citizens' concerns and observed that people regularly swim in canals, a fact boat owners should be mindful of. He also noted that many condominium properties already have docks and piers, which can pose storm-related hazards. He characterized the additional risk associated with the proposed lift as incremental. Mayor Foster noted that boats already use the canal, including vessels traveling to fish, and referenced the existing no-wake zone. Staff also noted that navigation buoys in the area require periodic replacement. Vice Mayor Colonell suggested that additional navigational markers or maritime buoys could improve safety by more clearly identifying the area and discouraging swimmers from entering the vicinity of the boat lift. He acknowledged the concerns of neighboring residents but also noted the likelihood of litigation if the application were denied. Vice-Mayor Colonell suggested evaluating the installation of additional no-wake or navigational markers near the 15th Street Circle area to enhance safety. Mayor Foster commented that markers are already in place and that additional ones will be installed.

ON THE MOTION: Vice-Mayor Colonell – yes. Commissioner Harding – no. Commissioner Diehl – yes. Commissioner DiFransico – yes. Mayor Foster – yes. The motion was approved.

b. Discussion/Approval of the Ocean Drive Water Quality Improvement Project Grant Agreement for \$2,277,610.00

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

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

DISCUSSION: Mayor Foster stated that the grant will address flooding on West Ocean Drive. Commissioner Harding suggested communicating with West Ocean Drive property owners about potential driveway displacement and repairs. Mayor Foster stated that condominium groups are informed and that project communication will be provided. Commissioner Harding suggested providing project plans to illustrate potential impacts on traffic and parking areas. Commissioner DiFransico asked whether the City's flooding risk assessment would be applied consistently, which City Administrator Bartus confirmed. Mayor Foster stated that additional information was needed before providing specific details on displacement, but that the City will provide public information, including details on affected properties, once such information becomes available.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Approval of the Award for RFQ 2026-01 for Professional Architecture and Engineering Services to CPH Consulting LLC, per the Review Committee's recommendation

1. RFQ 2026-01
2. Non-Exclusive Continuing Service Agreement

Mayor Foster introduced the agenda item and 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.

d. Contract with CPH Consulting LLC for Services for the Ocean Drive Water Quality Improvement Project, totaling \$276,860.00

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

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

DISCUSSION: City Attorney Hicks commented that the agreement will be updated to include professional liability insurance.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Continued Discussion/Approval of the Assessment of Fees for the approved Permit Extension for 200 13th Street **tabled at the 05-21-2026 Meeting

1. Permit Application

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

MOTION: Motion made by Commissioner DiFransico to approve the extension.

Mayor Foster clarified that the extension had already been approved and that the issue before the Commission was the assessment of fees. Mayor Foster stated that City Attorney Smits had recommended that the fees not be waived and that the process be followed as written. Commissioner Harding referenced the ordinance that provides for a 10% assessment, with the Commission having discretion to adjust it. Commissioner Harding also commented on new construction timelines and suggested revisiting the 15-month building process.

AMENDED MOTION: Mayor Foster asked for the amendment to follow legal guidance and assess the 10%. Commissioner DiFransico agreed. Vice-Mayor Colonell seconded the motion.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Commission took a brief recess.

Mayor Foster called the meeting back to order at 4:44 PM.

f. Discussion/Approval of a 1-year Permit Extension Request for the Property located at 55 Coral Lane and Assessment of Fees

1. Request by the Property Owner

2. Permit Application

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

MOTION: Motion made by Commissioner DiFransico to approve the request with the appropriate fees. Commissioner Diehl seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

g. Discussion/Approval of a Recommendation by the Recreation Committee to submit a request for \$200,000.00 (for TDC Funding) to improve the restroom facility and augment the structure of the existing (Golf Course) building

Mayor Foster introduced the agenda item and informed that he had been asked to table the matter to allow time for

further evaluation of needs and wants.

MOTION: Motion made by Mayor Foster to postpone the matter. Commissioner DiFransico seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

h. Discussion/Approval to issue a Request for Proposals for Disaster Debris Removal Services

Mayor Foster introduced the agenda item and discussed the City's current debris removal arrangements, including non-exclusive contracts with independent contractors and the importance of complying with FEMA reimbursement requirements. City Attorney Hicks cautioned that the City should avoid relying solely on piggybacking arrangements and ensure that any procurement process is legally sufficient and properly documented. Commissioner Harding referenced communication and operational issues following Hurricane Irma and suggested that the City carefully review its options, including coordination with Monroe County. City Administrator Bartus discussed the Early Alert agreement and provided additional comments on early response capability, vendor availability, and proper documentation in the event of a storm. The Commission discussed prior debris removal experiences, the importance of adhering to FEMA requirements for reimbursement eligibility, and prior FEMA reimbursement processes. Mayor Foster directed City Administrator Bartus to review the City's existing agreements, investigate coordination options with Monroe County, and prepare a bid package or other legally appropriate procurement recommendation for consideration.

i. Discussion/Approval of the Contract Renewal for the City Administrator

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

j. Discussion/Approval for the FY2026-2027 Budget Calendar

The Commission discussed the proposed FY2026-2027 Budget Calendar and noted that the July 13th Budget Workshop will be held both in person and via Zoom.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

k. Discussion/Approval to issue a Request for Proposals for Storm Drain Cleaning Services

Mayor Foster introduced the agenda item and stated that the City should issue a request for proposals for storm drain cleaning services. The Commission discussed the anticipated scope of work, including vacuum truck services and limitations when drain lines contain growth or other conditions that standard methods cannot clear. Commissioner Harding noted that the pond type and scope of work should be updated and reviewed before issuance, including consideration of drainage systems and wet/dry detention areas. Commissioner Diehl asked which drains would be included in the cleaning program and referenced resident concerns. The Commission discussed recurring drainage issues, cleaning frequency, and the need to identify specific problem drains throughout the year. Mayor Foster suggested that Jason Shepler from CPH assist in identifying drainage locations and that Commissioner Harding review the draft scope before the City proceeds with the bid process.

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

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

l. Discussion/Approval of a Management Agreement for the Municipal Pickleball Courts

1. 2026-2027 Agreement
2. Original Agreement

Mayor Foster introduced the agenda item and requested a motion.

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

DISCUSSION: Commissioner DiFransico asked about the original agreement and the City's arrangement with the pickleball organization. Mayor Foster explained that the intent was for the courts to be self-contained and self-managed, with an agreement to protect both the City and the Club. The Commission discussed whether funds generated under the agreement were being reinvested in the facility. Key Colony Beach Pickleball Club President Diane Slusher stated that funds were being reinvested, noting that approximately \$20,000.00 was collected last year and approximately \$16,000.00 was reinvested. She described regular wear and tear on the facility, noted high usage during peak months, and stated that maintenance needs are coordinated with Public Works. Commissioner DiFransico asked who determines how funds are spent. Ms. Slusher stated that the Club consults with Public Works regarding maintenance needs and discussed recent improvements, including replacing fans in the tiki huts and resurfacing the courts. Monica Green, Pickleball Club Treasurer, commented on funds raised for the Pickleball Court expansion project; expenditures for supplies and expenses; insurance costs for members playing during club time; first aid; community activities; volunteer time; and contributions to the City. Ms. Green stated that the Club is transparent about its financial activities, can provide bank statements upon request, and is satisfied with the proposed agreement. Commissioner Harding suggested that a Club representative attend a public meeting twice per year to provide updates on the use of public funds. He also commented on the agreement's language and suggested that the Club request approval for larger events to allow EMS and Police to plan for coverage. Mayor Foster summarized the Commission's suggestions, including biannual updates to the City Commission and advance notice of larger events. Commissioner DiFransico asked about public facility use requirements when grant funding is involved. Commissioner Harding clarified public use conditions, the ability to charge fees, and the limited closure of the facility for private club time. Mayor Foster reiterated the Commission's requests for biannual updates and information regarding upcoming larger events.

ON THE MOTION: Rollcall vote. Unanimous approval.

m. Discussion on the unsuccessful Solicitation of RFP 2026-03 for the Construction of a Basketball Half Court

Mayor Foster introduced the agenda item and sought Commissioner input. Commissioner Harding asked for follow-up on whether all public notice requirements had been met for the unsuccessful solicitation and whether the City could request a quote from a contractor. City Attorney Hicks stated that he believed the requirements had been met, provided due diligence could be demonstrated. Mayor Foster asked for follow-up on concerns about surface materials. Commissioner Diehl stated that concrete was not the preferred material for a court and that asphalt would be preferable. Commissioner Harding suggested contacting Affordable Asphalt, and Mayor Foster agreed that Public Works Department Head Guarino should do so.

n. Discussion/Approval on Moving upcoming City Commission and Board/Committee Meetings to The Inn

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

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

DISCUSSION: Mayor Foster advised that the owner should be contacted regarding the A/C on the back patio, which needs repair.

ON THE MOTION: Rollcall vote. Unanimous approval.

o. Discussion/Approval for CPH invoice No. 177905 for \$149,175.75 **Agenda addition

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

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

DISCUSSION: Commissioner Harding commented on reaching all available grant funds, on the invoice detailing project expenditures, and on feeling comfortable exhausting all available grant funds.

ON THE MOTION: Commissioner DiFransico – yes. Commissioner Diehl – yes. Vice-Mayor Colonell – no. Commissioner Harding – yes. Mayor Foster – yes. The motion was approved.

8. Ordinances & Resolutions:

- a. SECOND and FINAL 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.
1. Ordinance 2026-512
 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 Commissioner Harding to approve. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner DiFransico asked for a possible simplification of rate change, which Commissioner Harding explained was required per code.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Ordinance was adopted.

9. Secretary-Treasurer's Report

- a. May 2026 Financial Summary**

Commissioner Harding provided the May financial report, covering income, expenses, fund balances, and overall revenue status. He commented on the shift from ad valorem revenue to fees and reviewed expenditures, noting no concerns. He reported that the quarterly Fire/EMS bill had been paid and that the Building Fund remained in good condition. He also provided an update on open grants, confirmed receipt of City Hall loan proceeds, and discussed investing a portion of the funds in a short-term certificate of deposit. He reported final interest rates and the first repayment due on the loan. He reviewed the Wastewater and Stormwater balances, revenues, and expenditures, including those for the Wastewater Plant. He provided an in-depth review of past and current sludge hauling costs and discussed possible capital improvements to the plant to reduce costs, to be reviewed with the City's engineering firm. He commented on the possibility of sharing future facilities with the City of Marathon, subject to the availability of square footage and to Key Colony Beach's needs being met first. He stated that the next step would be an engineering study. The Commission discussed possible improvements to the Wastewater Plant, reductions in sludge hauling costs, and various methods that may be applied. Mayor Foster suggested placing the matter on the next agenda for further discussion and additional input. Commissioner Harding also discussed upcoming budget preparations and stated that there would be no changes to the process for the upcoming fiscal year. He reviewed projections and Utility Board approvals, including a possible fee increase for wastewater assessments. Commissioner Harding stated that he had received departmental requests and suggestions for the new fiscal year and would provide a recommended millage rate in July. He also discussed increases in property values, current CPI increases, and the possibility of a minor millage increase to keep pace with inflation.

10. City Attorney's Report

- a. Allocation of Early Evacuation Workforce Units to the City of Marathon**

City Attorney Hicks discussed the possible allocation of early-evacuation workforce units and the potential value and benefits to both the City of Marathon and the City of Key Colony Beach. Mayor Foster highlighted the benefits of partnerships between the two cities and suggested tabling the matter until City Administrator Bartus had an opportunity to communicate with the City of Marathon.

11. Commissioners' Reports & Comments

- a. Commissioner Harding**
1. Wastewater Sampling Weekly Report for June 15th, 2026

Commissioner Harding reported moderate COVID activity during the prior week and one minor RSV report. He also reported one COVID-related death in May, the first of the year, and noted that COVID rates in Monroe County remained low.

Commissioner Harding discussed replacing membranes at the Wastewater Plant and noted that they were in poor condition. He noted that the contractor had recommended ordering five additional membranes for replacement. Commissioner Harding suggested that Plant Operator Ellis request an invoice for the five membranes and begin the purchasing process based on the change order feedback. Commissioner Harding also discussed available funds for painting portions of the utility buildings and suggested requesting quotes to determine bid pricing. He stated that \$75,000.00 was available in the current budget. Mayor Foster suggested starting with the steel tank to prevent further deterioration of the base material. Commissioner Harding stated that he could work on the scope for painting quotes.

b. Commissioner Diehl

1. Update on KCB Day Event

Commissioner Diehl and Ted Fischer discussed preliminary ideas for the event, including food vendors, the event footprint, use of Marble Hall, possible seminars, volunteers, and support from residents and guests. Mayor Foster requested a list of suggested sponsors and proposed scheduling a Zoom meeting to continue planning and to gather commitments for proposed activities. Ted Fischer offered additional comments on attracting sponsors and volunteers, and Commissioner Diehl suggested forming a temporary committee with regular meetings. Mayor Foster requested coordination with City Clerk Roussin to schedule a Zoom meeting with interested parties.

c. Commissioner DiFransico

1. Update on 680 11th Street

Commissioner DiFransico referenced correspondence from Key Colony Beach resident Michelle Smoot regarding noise concerns and requests for City assistance. Commissioner DiFransico discussed the difficulty of addressing noise issues involving residents and vacation renters, including uncertainty about applicable decibel levels and enforcement options.

Commissioner DiFransico emphasized the importance of encouraging additional public input, including opportunities for citizens to raise non-agenda concerns before the Commission. Commissioner DiFransico also discussed the possibility of reinstating town hall meetings.

Commissioner DiFransico provided an update on 680 11th Street. He stated that he had met with City Administrator Bartus, Building Official Lorenzo, and the homeowner, and that the homeowner appeared receptive to the proposed ideas. He noted that additional work remained and discussed the possibility of a temporary certificate of occupancy to allow occupancy of the home before the final certificate of occupancy was issued. The Commission discussed scheduling a meeting on the matter.

d. Vice-Mayor Colonell

1. City Hall Update

Vice-Mayor Colonell provided an update on the sailfish statue. He stated that the statue is currently in the possession of Public Works Department Head Guarino and that Kyle Bechtenheimer, a resident and CPH Engineer, had offered the City structural engineering support for the statue's foundation. Vice-Mayor Colonell also stated that he had been in contact with a contractor and that options were being reviewed.

Vice-Mayor Colonell provided an update on City Hall, including completed and upcoming work. He stated that there were no change orders to present to the Commission at that time. He discussed storm drain functionality, stamped concrete removal and replacement, ductwork, wiring replacement needs, the addition of railings, and planter removal. He also cited October 13th as the expected completion date.

- e. Mayor Foster**
 - 1. Police Union Contract**
 - 2. Property Taxes**

Mayor Foster reported that the Police Union contract is up for renewal and that contact with Union Representatives had been made. He stated that a labor attorney was not expected to be needed at that time and that the primary issue would be compensation.

Mayor Foster discussed proposed property tax changes expected to appear on the ballot and said the City should proactively assess potential financial impacts. He noted that the impact may be negligible, but rule changes could require the City to review future funding options. He also commented on active and pending grants and appropriations, including ongoing conversations with Monroe County about potential funding participation.

12. Citizen Comments

13. Adjournment: The meeting adjourned at 6:35 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number	0621
Items paid from	June 1, 2026
to	June 30, 2026
First Horizon Checking Account - 6871	\$1,135,860.17
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$136,013.04
Infrastructure Reserve Account - 8644	\$445,406.67
Infrastructure Loan Account #2691	\$2,426,790.97
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$701.28
Sewer Account - 6006	\$405,104.53
TOTAL DISBURSEMENTS	<u><u>\$4,549,876.66</u></u>

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between **BRIGHTVIEW LANDSCAPE SERVICES, INC.** (the "Contractor") and the **CITY OF KEY COLONY BEACH, FLORIDA** (the "City"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from October 1, 2026 to September 30, 2027.

This Contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the parties. Renewal is not automatic and is subject to the same terms and conditions, unless otherwise amended in writing.

2. CONTRACTOR'S SERVICES

Contractor agrees to restroom cleaning services and stock with toiletries one (1) time per day at six (6) locations including Sunset Park, 7th Street, Maintenance Building, 1st and 2nd Street Park, the Golf Course, and Marble Hall.

Documentation of the specific goods/services in Brightview Landscape Services Original Contract is attached and labeled as *Attachment "A"* to this Contract and is incorporated herewith by reference. The Brightview Landscape Services Original Contract is only incorporated as to the scope of service. All other terms and conditions are expressly excluded in favor of all terms of this agreement. In the event of a conflict between the terms of this Contract and any attachment or exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

City shall pay Contractor the sum of \$23,628.37 for services rendered pursuant to this Contract, with payment to be made as follows:

The City shall compensate the Contractor with monthly payments of \$1,969.03. No final payment to Contractor shall be due until the City verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at

Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to The City and with a reputable and financially viable insurance carrier, naming The City of Key Colony Beach, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to The City. Contractor shall provide The City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify The City immediately of any material change in any insurance policy required to be maintained by Contractor.

X **General Liability Insurance**

Amount: \$2,000,000.00 / \$5,000,000.00

X **Workers Compensation Insurance**

Amount: Statutory Limits

Contractor is required to obtain and keep the coverage, with documentation of having obtained such coverage being attached hereto as *Attachment "B"* for the duration of this contract and any renewals.

5. WARRANTY

Contractor agrees to correct, at its own expense, any defects in the good/services performed under this Contract caused by faulty materials and/or workmanship within one year from the date of full completion. This warranty does not extend to workmanship and/or materials that were not supplied by Contractor. In the event that such defects are discovered during the warranty period, The City shall notify Contractor of the defect in writing and shall allow Contractor a reasonable time in which to make any repairs necessary to correct the defect.

Contractor hereby represents and warrants that: (1) materials and equipment furnished under the Contract Documents will be new and of good quality; (2) the work will be free from defects for a period of one (1) year from the date of final completion of the Project and acceptance by the City; and (3) the work performed on the Project will conform to all requirements of the Contract Documents. Upon completion of the Project, Contractor shall assign any subcontractor's, manufacturer's, and/or materialman's warranties to the City.

- a. *Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.

- b. Right to Carry Out Work.* If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Total may be adjusted to deduct the cost of correction from payments due Contractor.

6. DELAY IN PERFORMANCE

The timely receipt of the Project and all submittals and deliverables associated therewith is essential. If the Project and all deliverables associated therewith are not received on time and the City has given the Contractor written notice including seven (7) business days to cure the delay, the City may cancel the unfilled portion of this Agreement for cause, purchase substitute requirements elsewhere, and recover from Contractor any increased costs and damages thereby incurred by the City. Notwithstanding the foregoing, the City may, in its sole discretion, suspend the work or any portion thereof by written notice to Contractor. If such suspension would cause a delay in performance, Contractor shall provide notice to the City in accordance with subsection (d) below.

- a. Force Majeure.* Contractor shall be entitled to a reasonable extension of time from the City for the delays resulting from damage to Contractor's and/or the City's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). The determination of whether such delay is a result of Force Majeure and the amount of time for such extension shall be in the sole discretion and determination of the City and no such delay shall serve to increase the Contract Time without prior approval by the City Commission.
- b. Unavoidable Delay.* If the work on the Project is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling,

changes to the Work, or increases in the costs of performing the work under the Contract Documents.

- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with section 9 of this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Failure to submit the notice of claim strictly in accordance with the provisions of section 9 shall bar any claim of Contractor.

7. REPROCUREMENT UPON TERMINATION

Provided the City has first given the Contractor written notice allowing Contractor seven (7) business days to cure the cause prior to any termination by the City, if this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

8. NOTICE OF CLAIM

In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

9. COMPLIANCE WITH LAWS AND POLICIES

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

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

- a. Keep and maintain public records required by City to perform the Services;
- b. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred City; and
- d. Upon completion or termination of this Agreement, transfer to City, at no cost, all public records in Contractor's possession or keep and maintain public records required by City to perform the services. If Contractor transfers the records to City, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

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

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

10. INDEPENDENT CONTRACTOR STATUS

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

11. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by the City upon thirty (30) days written notice to the Contractor at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, The City will be relieved of all obligations under said contract and The City will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY THE CITY

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

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to The City or the performance of duties required hereunder and which would, in The City's sole judgment, be prejudicial to the best interests and welfare of The City and/or its employees;
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.
- iv. any other breach of this agreement.

12. ASSIGNMENT

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

13. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the City of Key Colony Beach, Florida.

14. INDEMNIFICATION, GOVERNING LAW & VENUE

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

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

15. E-VERIFY

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

16. REPRESENTATIONS, WARRANTIES & DEBARMENT

Affidavits pertaining to the matters set forth below are included at the end of this Contract. Contractor represents and warrants to the City of Key Colony Beach, Florida, upon execution and throughout the term of this Contract that:

- 1) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- 2) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;

- 3) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.; and
- 4) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- 5) Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
- (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

17. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by The City in writing, any confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all policies of The City regarding the confidentiality of such information.

18. BILLING

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

19. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, Contractor shall not be entitled to bill nor accept third-party payment without authorization of The City. Contractor agrees that The City shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and criteria of The City as requested.

20. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems

of the public agency.

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

21. ETHICS CLAUSE

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

22. CONFLICT OF INTEREST

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

23. SEVERABILITY

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

24. COUNTERPARTS

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

25. WAIVER

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

indemnification provisions contained within this Contract.

26. CAPTIONS

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

27. ENTIRE CONTRACT

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

28. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given

when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051	<u>The Contractor:</u> Nakita Shim 4155 East Mowry Drive Homestead, FL 33030
<u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036	<u>With a copy to:</u> Office of the General Counsel 980 Jolly Road, Suite 300 Blue Bell, PA 19422

29. NO WAIVER OF SOVERIGN IMMUNITY

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

30. NO THIRD-PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on
this ____ day of _____, 2026.

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME

TITLE

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

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

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

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

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

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

By: _____ AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

AFFIDAVIT OF SOLVENCY

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

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

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

Signature of Affiant

STATE OF _____) COUNTY OF _____)

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

Notary Public

My commission expires:

DEBARMENT CERTIFICATION

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

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

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

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

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

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

Dated this _____ day of _____, 20 ____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

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

(Name of Business)

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

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

Date: _____

Applicant's Signature

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.

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

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

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

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

_____ day of _____
_____ 20_____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

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

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

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

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

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

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,

COUNTY OF _____

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

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

I, _____ of the city/township/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;

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

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

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

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

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

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

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

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

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

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

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

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

shareholders, employees, members, and agents who are active in management of an entity.6. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

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

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

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

(Signature)

(Date)

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first 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

ATTACHMENT A

RESTROOM MAINTENANCE SERVICES AGREEMENT

Date: June 30, 2026

BrightView: BrightView Landscape Services, Inc.

Client: City of Key Colony Beach

Contract Start Date: Oct 1, 2026

Contract End Date: Sept 30, 2027

Service Fee*: \$23,628.37

*Plus sales tax where applicable

THIS RESTROOM MAINTENANCE SERVICES AGREEMENT (the "Agreement") is entered into as of the Date above between BrightView and Client. If Client is not the record owner of each property where BrightView will deliver goods or perform services under this Agreement, then Client is executing this Agreement on its own behalf and as a duly authorized agent for the record owner(s) of each property.

NOW, THEREFORE, Client and BrightView mutually agree to the following terms and conditions:

1. Services.

- (a) For purposes of this Agreement: (i) the "Services" consist of the landscape maintenance, construction, irrigation, and/or other general landscape services described in the "Scope of Landscape Services" attached hereto, together with delivery or installation of any associated goods and materials, and (ii) the "Landscape Site(s)" consist of the exterior landscaped areas for each of the site(s) identified in the attached Scope of Landscape Services, where Services will be furnished by BrightView in accordance with the Scope of Landscape Services. More than one Scope of Landscape Services may be attached hereto, in the event of multiple Landscape Sites.
- (b) During the Term (as defined in Section 2. Term), BrightView shall furnish the Services or arrange for the Services to be furnished in accordance with applicable professional horticulture standards and any local requirements or regulations in effect, using appropriately trained, uniformed, and supervised personnel, and properly maintained equipment.
- (c) All tools, equipment, surplus materials, landscape waste materials and rubbish will be removed from each Landscape Site after Services are completed.
- (d) Any regulated substances required to be applied as part of the Services shall be applied in accordance with applicable laws and regulations by properly licensed personnel and BrightView shall not be held liable for the use of such substances if properly applied in accordance with applicable laws and regulations. Other materials shall be applied in accordance with the manufacturer's directions.

- 2. Term.** The "Initial Term" of this Agreement shall begin on the Contract Start Date and conclude on the Contract End Date. Thereafter, this Agreement shall renew automatically for successive one-year periods (each, a "Renewal Term") on each anniversary of the Contract Start Date of the Initial Term (each, an "Anniversary Date"), unless either party gives written notice to the other party of its intent not to renew at

least 90 days prior to the next Anniversary Date. The Initial Term, together with any Renewal Term, comprises the "Term".

- 3. Work Orders.** If Client requests services from BrightView that are not set forth on the Scope of Landscape Services or at a worksite for which there is no attached Scope of Landscape Services, then BrightView may elect in its sole discretion to furnish such additional services and any related goods and materials pursuant to a written work authorization signed by Client (each signed written work authorization, a "Work Order"). For services, goods, or materials furnished pursuant to a Work Order, payment shall be due from Client to BrightView as specified by such Work Order or, if unspecified in such Work Order, then upon delivery of the services, goods, and materials identified in the Work Order (the "Work Order Charges").

- 4. Insurance.** During the Term, BrightView will maintain general liability insurance, automobile liability insurance, and workers' compensation insurance covering its activities in connection with the Services and any Work Order. Such insurance shall be in commercially reasonable amounts. Evidence of such insurance will be provided to Client upon request.

5. Cooperation.

- (a) Client will cooperate with BrightView to facilitate the Services, and will permit or schedule adequate access to the Landscape Site(s) as required to perform the Services safely, efficiently, and within any specified timeframes. Client will notify BrightView in writing of any limitation on access to Landscape Site(s) as soon as possible, and in any event at least 48 hours to any scheduled delivery of services, goods, or materials.
- (b) If required, Client will provide water with adequate spigots or hydrants or such other items as identified on the Scope of Landscape Services.
- (c) Client shall provide written notice to BrightView of any proposed change in the ownership or management of the Landscape Site(s) at least 30 days prior to the

effective date of any such change. A change in the ownership or management of the Landscape Site(s) shall not relieve Client of its obligations hereunder, including but not limited to the payment of the Service Fee and any amounts due to BrightView with respect to any Work Order, unless Client shall have given proper notice of termination pursuant to this Agreement.

6. Service Fee.

- (a) For Services performed pursuant to this Agreement, Client shall pay BrightView the Service Fee subject to adjustments as described below. Client shall pay the Service Fee to BrightView through monthly payments. The Service Fee shall be payable in 12 equal monthly installments, beginning in the month of October (the "Monthly Installment Plan"). Monthly invoices will be dated the 1st of each month, and payments are due within fifteen (15) days of the invoice date.
- (b) Overdue Service Fees or Work Order Charges shall be subject to an administrative charge equal to the lower of: (i) 1.5% per month (18% per year) or (ii) the highest rate permitted by law, in either case multiplied by the unpaid balance. In addition to this administrative charge, Client shall reimburse BrightView for all costs and expenses (including but not limited to attorneys' fees and court costs) which are reasonably incurred by BrightView in collecting an overdue Service Fee, Work Order Charges, and administrative charges.
- (c) If tax laws change increasing applicable sales taxes, BrightView may adjust the Service Fee to reflect such increase.
- (d) The parties hereby acknowledge that, notwithstanding the Service Fee, the monthly installment plan, and the types and frequency of services, goods, and materials furnished each month throughout the year may vary according to seasonal requirements and best horticultural practices. The monthly installment plan is for Client's convenience of payment only and billings do not necessarily reflect the actual cost or value of Services performed during any particular month or other billing period. If this Agreement is terminated for any reason on a date other than an Anniversary Date, then all sums paid by Client to BrightView for Services performed since the most recent Anniversary Date shall be subtracted from the time-and-materials value (as determined in good faith by BrightView) of Services performed since that date and, if the result is a positive number (a "Shortfall"), the Shortfall shall become due and payable and Client shall promptly pay such Shortfall to BrightView. A Shortfall is not liquidated or other damages arising from a termination of this Agreement but represents the portion of the charges for Services performed prior to but unpaid by Client as of the Termination Date. For the avoidance of doubt, in no event will a Shortfall invoiced to the Client exceed the total amount that would have been received by the BrightView had the terminated Agreement continued uninterrupted until the end of its then current term.
- (e) Unless specified otherwise hereunder, every 12 months the Service Fee shall be increased by an amount calculated by multiplying the Service Fee for

the immediately preceding 12 months by the greater of (i) 3% or (ii) the percentage increase in the Consumer Price Index between the most recently published CPI and the CPI published for the same month for the preceding calendar year. "Consumer Price Index" and "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (1982-84 = 100) released by the United States Department of Labor, Bureau of Labor Statistics, relating to Consumer Prices for All Items for All Cities.

- (f) In the event that, during the performance of Services, the cost of materials or fuel (collectively, "Variable Costs") required by BrightView to perform the Services increases by more than twenty percent (20%) over the Variable Costs on the Contract Start Date, the Service Fee shall be increased by an amount equal to the increase in the Variable Costs.
- (g) Client must provide at least 10 days' prior written notice to BrightView, Attn.: Legal Department/Contracts, 980 Jolly Road, Suite 300, Blue Bell, PA 19422 if: (i) Service Fee required to be paid pursuant to this Section 6 are subject to a bona fide dispute and (ii) Client intends to pay, in full satisfaction of such disputed Service Fee, less than the amount invoiced by BrightView.

7. Termination.

- (a) Either BrightView or Client may terminate this Agreement without cause upon 90 day's prior written notice to the other party. If Client terminates this Agreement without cause prior to end of the then current term, Client will, within fifteen (15) days of the Termination Date, pay BrightView (i) all amounts owed to date for Services performed; (ii) reimbursement of any partner incentives such as, but not limited to, Enhancement Credits; discounts, rebates, etc. and (iii) to compensate BrightView for having to allocate employees and resources to the Landscapes Sites, an amount equal to what BrightView would have earned if this Agreement remained in effect through the end of the then current term (as calculated in accordance with Section 6(a)).
- (b) If either party materially breaches the terms of this Agreement and fails to cure such breach within 30 days after written notice from the non-breaching party specifying such breach, then the non-breaching party may elect to immediately terminate this Agreement by written notice to the breaching party. In addition to and without limiting the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due under this Agreement, then BrightView may elect, in its sole discretion, to (i) delay, withhold, suspend or cancel Services without further notice to Client, and BrightView shall have no responsibility whatsoever for any consequences thereof, in respect of which the Client hereby indemnifies BrightView, and fees (as set out hereunder) shall continue to accrue and any extra expenses resulting from such withholding shall be for the Client's responsibility and/or (ii) immediately terminate this Agreement upon written notice to Client. Furthermore, and without limiting any of the foregoing, if Client fails to timely pay any Service Fee, Work Order Charges, or administrative fees due

under this Agreement, BrightView may also elect, in its sole discretion, to suspend Services for any other Agreement between Client and BrightView. In addition to the foregoing, any BrightView affiliate may also suspend Services for any other Agreement between Client and BrightView affiliate.

- (c) Either BrightView or Client may immediately terminate this Agreement upon written notice to the other party if (i) the other party makes an assignment for the benefit of creditors, (ii) a petition of bankruptcy is filed by or against the other party or (iii) all or substantially all of the other party's property is levied upon or scheduled to be sold in a judicial proceeding.

8. General Provisions.

- (a) BrightView will at all times perform the Services and any Work Order in accordance with all applicable workplace safety requirements and standards promulgated by federal and local authorities. BrightView will not at any time provide safety evaluation, inspection, or consulting services under this Agreement or any Work Order for the benefit of Client or any third party and, consequently, Client shall not rely on BrightView to provide such safety-related services at any time. Further, BrightView does not and will not at any time provide representations, warranties, or assurances as to the safety, including as it relates to BrightView's use of chemicals during Service, (or lack of safety) of any Landscape Site(s) or Work Order site with respect to periods before, during, or after Services are performed or Work Order services are performed and, consequently, Client shall not rely on BrightView to provide any such assurances at any time. If Client desires safety evaluation, inspection, or consulting services, or safety representations, warranties, or assurances, then BrightView and Client may execute and enter into a separate written agreement whereby BrightView will assist Client for an additional fee only in identifying (without recommending) third-party service providers that Client may then, in Client's sole discretion, elect to engage independently to obtain safety services and/or assurances.
- (b) During the Term of this Agreement and for a period of 12 months following this Agreement's termination, the Client shall not, without the written permission of BrightView or an affected affiliate, directly or indirectly (i) solicit, employ or retain, or have or cause any other person or entity to solicit, employ or retain, any person who is employed by BrightView and performing Services hereunder, or (ii) encourage any such person not to devote his or her full business time to the Client, or (iii) agree to hire or employ any such person. Recognizing that compensatory monetary damages resulting from a breach of this section would be difficult to prove, Client agrees that such breach will render it liable to BrightView for liquidated damages in the amount of \$10,000 for each such employee.
- (c) This Agreement shall be governed by the law of the state where the Services will be furnished. If the Services will be furnished in more than one state, then the law of the State of Florida will govern this Agreement, except with regard to its conflicts of laws

doctrines. Both parties expressly agree that any and all legal proceedings arising under this Agreement will be brought exclusively in the state and federal courts located where Services will be furnished.

- (d) Unless otherwise specifically set forth in the Scope of Landscape Services or a Work Order, BrightView is not providing design or landscape architecture services under this Agreement and it is the Client's sole responsibility to ensure that (i) the directions provided to BrightView for Services are in compliance with all applicable laws, ordinances, rules, regulations, and orders and (ii) the height and location of the hedges, foliage, and/or other plant matter on the Landscape Sites do not obstruct a person's line of sight of proximate roadways, private or public.
- (e) Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with BrightView or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization. This Agreement is binding on, and inures to the benefit of, the parties hereto (including the record owner of the Landscape Site(s) if other than Client) and their respective heirs, legal representatives, successors and assigns.
- (f) This Agreement, together with attached Scope of Landscaping Services, Work Order hereunder, and any other schedules and exhibits attached hereto, constitute the entire agreement of the parties with respect to the Services and Work Orders and supersedes all prior contracts or agreements with respect to the Services or Work Orders, whether oral or written.
- (g) Except as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument executed and agreed to by both Client and BrightView.
- (h) The waiver by Client or BrightView of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach by Client or BrightView of such provision or any other provision.
- (i) BrightView's total liability for any losses, damages, and expenses of any type whatsoever incurred by Client or any of its affiliates, guests, tenants, invitees, and lessees ("Losses"), which are caused by wrongful acts or omissions of BrightView in connection with, or related to, BrightView's performance of the Services, shall be limited solely to proven direct and actual damages in an aggregate amount not to exceed the amounts actually paid to BrightView hereunder. In no event will BrightView be liable for special, indirect, incidental or consequential damages, irrespective of the form or cause of action, in contract, tort or otherwise, whether or not the possibility of such damages has been disclosed to BrightView in advance or could have been reasonably foreseen by BrightView. Further,

BrightView shall not be liable for any Losses resulting from the provision of Services or performance of any Work Order hereunder, if such Losses are due to causes or conditions beyond its reasonable control, including but not limited to Losses in any way related to or associated with state or local water regulations or mandates or BrightView's compliance or good faith efforts to comply with state or local water regulations or mandates.

- (j) BrightView's performance will be excused without penalty to the extent BrightView is unable to perform as a result of accidents, acts of God, extreme weather conditions, inability to secure labor and/or products, fire, earthquake and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one

of the Parties, or other delays or failure of performance beyond the commercially reasonable control of BrightView. For purposes of this Agreement, the parties agree specifically that water conservation regulations or guidelines are specifically included within the above referenced regulations or restrictions, and that BrightView shall not be liable for any failure to perform as a direct or indirect result of BrightView's compliance with or good faith efforts to comply with state or local water regulations or mandates.

- (k) Unless otherwise expressly provided in a provision that cross-references this Section 8(k), in the event of any conflict or inconsistency between this Agreement, any SOW and/or any exhibit to this Agreement or any SOW, the order of precedence will be: this Agreement, an exhibit to this Agreement, an SOW and an exhibit to that SOW.

Notices. Except as otherwise specified in this Agreement, all notices and other communications under this Agreement must be in writing and sent by overnight courier service such as FedEx or sent by U.S. registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received the next business day following timely deposit with an overnight courier, or three (3) days after timely deposit in the U.S. mail, with the communication addressed as follows:

If to BrightView:

Attn: Nakita Shim
Address: 4155 East Mowry Drive
Homestead FL. 33030

With a copy to:

Attn: Office of the General Counsel
980 Jolly Road, Suite 300
Blue Bell, PA 19422

If to Client:

Attn: _____
Address: _____

BrightView and Client agree to all of the terms and conditions set forth in this Agreement, including any schedules and exhibits attached hereto, as of the date first set forth above.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter into this Agreement on its own behalf and on behalf of the record owner of each Landscape Site, and that this Agreement is a legally binding obligation of the undersigned and the record owner of each Landscape Site.

BRIGHTVIEW (as defined in the preamble)

CLIENT

By: Charles Gonzalez

By: _____

Name: Charles Gonzalez

Name: _____

Title: VPGM

Title: _____

Date: 6-30-26

Date: _____

BrightView Landscapes, LLC and each of its subsidiaries ("BrightView") is committed to taking care of each other, our clients and communities. The BrightView Code of Conduct, which is located at https://www.brightview.com/sites/default/files/bv_code_of_conduct.pdf keeps us true to our values.

If you become aware of a violation of the BrightView Code, we encourage you to report it by:

- Filing a report at www.brightviewconcerns.com; or Calling our 24-hour, 7-day per week compliance hotline at (800) 461-9330
- Thank you for your confidence in partnering with BrightView.

This Statement of Work ("SOW") is incorporated into the Agreement by this reference. In the event multiple SOWs or Work Orders are attached to the Agreement as provided herein, each such SOW or Work Order shall be mutually exclusive of each other.

Landscape Site Name:*	Multiple Restroom & Park locations	Landscape Site Location:	600 West Ocean Drive Key Colony Beach Fl. 33051
Client Business Name:	City of Key Colony Beach	Client Contact Name:	Mikie Guarino
Client Contact Telephone:	305-680 9415	Client Contact Email:	publicworks@keycolonybeach.net
Billing Business Name:	City of Key Colony Beach	Billing Contact Name:	Silvia Roussin
Billing Contact Telephone:	305-481 7672	Billing Contact Address:	600 West Ocean Drive Key Colony Beach Fl. 33051
Billing Email:	cityclerk@keycolonybeach.net		
BrightView Contact Name:	Jeff Kyzer	BrightView Contact Telephone:	305.258 0811

BrightView shall email all invoices to the Billing Email above. Client is responsible to notify BrightView immediately regarding any change to the Billing Email. Client shall pay all invoices within the payment terms in Section 6(a) of the Agreement.

Scope of Restroom Maintenance Services

Description of Services (attach diagrams if necessary):

Services	Notes/Comments	Frequencies Per Year
Restroom Cleaning services and stock with toiletries 1 x day		
Locations:		
Sunset Park	2 Bathrooms (Male/Female)	Daily (Excluding Holidays)
Marble Hall	2 Bathrooms (Male/Female)	Monday/Wednesday/Friday
7th Street	1 Bathroom Stall	Daily (Excluding Holidays)
Golf Pro Shop / Golf Course	1 Bathroom Stall	Daily (Excluding Holidays)
Maintenance Building	1 Bathroom Stall	Daily (Excluding Holidays)
	Services exclude ALL Holidays	
Total Cost Consideration	Price Per Month	Price Per Year
	\$1,969.03	\$23,628.37

ATTACHMENT B

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

June 17, 2026

RE: City of Key Colony Beach
Digester Local Monitoring and Alarm System

Mr. Shepler:

Reynolds Construction (RC) appreciates the opportunity to assist the City of Key Colony Beach with providing a new Omni Site local monitoring system to the City's WRF aerobic digester tank.

Reynolds has been on site with Nearshore Electric to review the existing conditions of tank and the current electrical setup. After input from the plant operator and a conference call with CPH, Nearshore, and Mr. Frank Wells of Evan Lily Engineering, Reynolds is pleased to provide the proposal below.

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

- \$29,880.37 (Twenty-nine thousand eight hundred eighty dollars and thirty-seven cents)

Scope of work includes.

- Install Omni Site Crystall Ball to monitor aerobic digester tank.
- Install a new SCADA control panel for digester level monitoring system.
- Installation of two (2) float-balls for HWL alarm and HHWL alarm to the operator.
- Installation of a new level transmitter.
- Installation of a new video camera to monitor the digester tank.
- Startup of new SCADA Omni Site system.

Scope of work does not include.

- Permitting/permit fees from the City of Key Colony
- Trenching and running conduit underground for new WINGS system.
- A new service agreement for the control panel, level transducer, CTs, and camera.
- Scope of work not clearly shown on the drawings or any email correspondences.

The above Pricing is good for thirty (30) days. Scope of work is anticipated to be completed in eight (8) days' time, and the Omni Site equipment has a lead time of one (1) month. 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: KCB WRF - Digester Local SCADA Monitor Install		PROJ. NO.:																																									
LOCATION: Key Colony Beach, FL		DATE: 06/11/26																																									
OWNER: City of Key Colony Beach		DRAWING NO.:																																									
ENGINEER:		SPEC. SECTION:																																									
REFERENCE	PCO NO.: 000	FIELD DIRECTIVE NO.: 0	RFI NO.: N/A OTHER:																																								
DESCRIPTION: KCB WRF - Digester Local SCADA Monitor Install																																											
- Reynolds to install a Omni Site WINGS system to monitor the aerobic digester levels. - Reynolds to assist the city with start-up and SCADA testing.																																											
PRICING INFORMATION																																											
1. DIRECT LABOR 1.A PRODUCT LABOR: 1.B ☐ FOREMAN ☐ SUPERINTENDENT 1.C OFFICE ENGINEERING: 1.D BURDEN		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>See backup sheet for breakdown</td> <td style="text-align: center;">0</td> <td></td> <td style="text-align: right;">\$ 3,816.24</td> </tr> <tr> <td>Safety</td> <td style="text-align: center;">0</td> <td style="text-align: right;">\$ 88.24</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>QA/QC</td> <td style="text-align: center;">0</td> <td style="text-align: right;">\$ 86.28</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Superintendent</td> <td style="text-align: center;">0</td> <td style="text-align: right;">\$ 133.00</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">16</td> <td style="text-align: right;">\$ 92.75</td> <td style="text-align: right;">\$ 1,484.00</td> </tr> <tr> <td>Project Manager</td> <td style="text-align: center;">4</td> <td style="text-align: right;">\$ 133.00</td> <td style="text-align: right;">\$ 532.00</td> </tr> <tr> <td>Labor Burden (included in Rates)</td> <td></td> <td></td> <td style="text-align: right;">\$ 5,832.24</td> </tr> </table>		See backup sheet for breakdown	0		\$ 3,816.24	Safety	0	\$ 88.24	\$ -	QA/QC	0	\$ 86.28	\$ -	Superintendent	0	\$ 133.00	\$ -	Project Engineer	16	\$ 92.75	\$ 1,484.00	Project Manager	4	\$ 133.00	\$ 532.00	Labor Burden (included in Rates)			\$ 5,832.24												
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Project Manager	4	\$ 133.00	\$ 532.00																																								
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2. MATERIALS AND EQUIPMENT 2.A INCORPORATED IN WORK: 2.B CONSUMED IN PERFORMANCE: 2.C EQUIPMENT: 2.D DIRECT COSTS: 2.E SALES TAX: 7.5%		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT</th> <th>UNIT PRICE</th> <th>COST</th> </tr> </thead> <tbody> <tr> <td>See Detail Break Down</td> <td style="text-align: center;">1</td> <td style="text-align: center;">LS</td> <td style="text-align: right;">\$ 7,148.00</td> <td style="text-align: right;">\$ 7,148.00</td> </tr> <tr> <td>Small Tools & Expendables (5% of field labor) <i>-(STC pending task)</i></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 190.81</td> </tr> <tr> <td>See Backup Sheet</td> <td style="text-align: center;">1</td> <td style="text-align: center;">LS</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Fuel and Service 20% of Equip Cost</td> <td style="text-align: center;">1</td> <td style="text-align: center;">LS</td> <td style="text-align: right;">\$ -</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 7,338.81</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 550.41</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td style="text-align: right;">\$ 7,889.22</td> </tr> </tbody> </table>		DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST	See Detail Break Down	1	LS	\$ 7,148.00	\$ 7,148.00	Small Tools & Expendables (5% of field labor) <i>-(STC pending task)</i>				\$ 190.81	See Backup Sheet	1	LS	\$ -	\$ -	Fuel and Service 20% of Equip Cost	1	LS	\$ -	\$ -					\$ 7,338.81					\$ 550.41					\$ 7,889.22
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Contract Time Extension Costs		Days Requested	Daily Rate	COST
Contractor Extension Costs		0	0	\$ -
Subcontractor Extension Costs		0	0	\$ -
Total Time Extension Costs				\$ -

(daily rate is subject to change per actual OH items)

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
A. Contractor				
1. Direct Labor:		\$ 5,832.24	20%	\$ 6,998.69
2. Material & Equipment:		\$ 7,889.22	20%	\$ 9,467.07
3. Subcontractors:		\$ 11,574.00	10%	\$ 12,731.40
4. Bond & Insurance:	1.95%	\$ 569.34	20%	\$ 683.21
TOTAL				\$ 29,880.37

TOTAL COST OF THIS CHANGE PROPOSAL (All deductions shown in parentheses):

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

Signed: Luke Johnson Date: 08/11/26
 Title: Project Engineer
 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:



Nearshore Electric, Inc.

State Certified Electrical Contractor

#EC13001186

Scope of Work

Job #260601

Confidential

Contractor: Reynolds Construction LLC

Phone: (317) 832-5987 ~ Email: joshua.vondersaar@reynoldscon.com

Project: Aerobic Digester SCADA

Project Address Key Colony Beach WWTP
Marathon, FL 33050

June 9, 2026

To all concerned,

We are pleased to offer you our proposal for the electrical work required at Key Colony Beach WWTP in Marathon, Florida. All work performed by Nearshore Electric, Inc. shall conform to current codes, regulations, and project specifications. All work performed by Nearshore Electric, Inc. shall be warranted for a period of one year. The following breakdown describes the items and services that Nearshore Electric, Inc. shall provide as well as any exclusion from our scope of work.

INCLUDED IN BID:

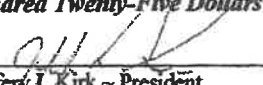
- ◆ Provide and install stainless steel uni-strut on existing handrail to accommodate new SCADA control panel
- ◆ Install SCADA control panel provided by others on uni-strut rack
- ◆ Provide and install 1" SCH80 PVC conduit from existing control panel to new SCADA control panel for power
- ◆ Provide and install #12 THWN copper wire from existing control panel to new SCADA control panel for power
- ◆ Provide and install 3amp din mounted breaker in existing control panel
- ◆ Install wiring from transformer to line side of new breaker
- ◆ Terminate power conductors to new breaker and SCADA control panel
- ◆ Provide and install 1" SCH80 PVC conduit from new SCADA control panel to existing control panel for current transformers (CT's) to monitor motor currents and common alarm signal
- ◆ Provide and install #14 THWN copper wire from SCADA panel to existing control panel and terminate conductors for CT's, common alarm signal
- ◆ Provide and install 1" SCH80 PVC conduit from new SCADA panel to digester tank for submersible level transducer
- ◆ Install level transducer and terminate conductors to new SCADA control panel
- ◆ Provide and install 1" PVC conduit from new SCADA panel to digester tank for 2-floatballs
- ◆ Provide and set floatball levels as directed by owner and terminate conductors in new SCADA control panel
- ◆ Install security camera at new SCADA control panel and set viewing angle as directed by owner
- ◆ Workers Comp/General Liability Insurance
- ◆ Taxes
- ◆ Warranty

EXCLUDED FROM BID:

- ◆ Permit fees
- ◆ SCADA control panel/level transducer/CT's/Camera/Service agreement
- ◆ Any Scope of work not clearly shown on drawings or within the bid documents and/or specifications is not included in this proposal.

We propose to furnish material and labor, complete in accordance with the above specifications, for the lump sum of:
Eleven Thousand Three Hundred Twenty-Five Dollars and No Cents \$11,325.00

Authorized Signature


Jeffery L. Kirk ~ President

Date 6/9/2026



QUOTE

QUOTE #
Q279498

PREPARED
05/21/2026

EXPIRES
06/20/2026

PREPARED BY
Phil Terrani
pt@gilsoneng.com
(904) 200-1409

OmniSite

Please address your PO to:
Logical Concepts, Inc. dba
Omnisite
203 West Morris Street
Indianapolis, IN 46225
Send to Gilson Engineering Sales
for processing.

BILL TO

Evanlily Engineering
10273 Mc Laurin Rd E
Jacksonville FL 32256
United States

Contact: Frank Wells
Phone:
Email: frank.wells@evanlilyengineering.com

SHIP TO

Evanlily Engineering
10273 Mc Laurin Rd E
Jacksonville FL 32256
United States

JOB REF # OmniSite WINGS Quote Key Colony Project Marathon, Florida	ESTIMATED LEAD TIME 1 Month	SALES REP Phil Terrani pt@gilsoneng.com (904) 200-1409
--	--------------------------------	---

ITEM	PART NUMBER	QUANTITY	UNIT PRICE	TOTAL
1	KIT-WINGS WINGS - Multimodal data collector and camera surveillance system with (5) AI, (8) DI, (1) DO, dual Ethernet NICs, 4G, WIFI, GPS, PLC-ETHERNET/IP gateway, color touchscreen, dual USB, backup battery, 120VAC. (Antenna required and sold separately.) Kit includes: WINGS panel mount, (1) submersible well camera with 60 ft. cable, (1) OmniSite I-Level submersible well level transmitter with 60 ft. cable, (2) pump amp probes, quick start guide, wire, fittings, and conduit. Unlike all other OmniSite products, WINGS does not use digital inputs for pump calculations, making them available for other uses. Note that certain cameras (Chinese and others) are banned on US Government projects. Our cameras come from allowed countries, including the USA. (Antenna required and sold separately.)	1	\$5,544.00	\$5,544.00
2	S-ENCL-WINGS-NEMA4X-KIT This 14 x 12 x 06 NEMA 4X enclosure is larger to house our new WINGS product (i.e. larger than XR50 and Crystal Ball enclosure) and includes extra space to mount OmniSite's optional Ethernet switch and expansion I/O (coming in Q3/Q4 2026), and the larger multi-element WINGS antenna. If you order this enclosure with your WINGS device, the antenna is pre-mounted on top at the factory by OmniSite. Includes the antenna with the 4 ft. coax length for this pre-mounted option	1	\$600.00	\$600.00
3	S-WS-WINGS-5MIN-CELLONLY WINGS 1 Year Cellular-Only 5-Minute Reporting Package - Includes 5 minute Realtime data reporting for onboard I/O, peer-to-peer control with any product, and 100 camera images/month, and Ethernet IP PLC interface up to 100 variables/WINGS device. PLC variables can trigger camera, alerts, peer-to-peer, just like onboard I/O. Auto-roam SIM card will auto switch from ATT to VZW to T-Mobile to find service. Automatically enrolled in OmniSite's National Microbe Database.	1	\$689.00	\$689.00

1 of 2



QUOTE

QUOTE #
Q279498

PREPARED
05/21/2026

EXPIRES
06/20/2026

PREPARED BY
Phil Terrani
pt@gilsoneng.com
(904) 200-1409

OmniSite

Please address your PO to:
Logical Concepts, Inc. dba
OmniSite
203 West Morris Street
Indianapolis, IN 46225
Send to Gilson Engineering Sales
for processing.

ITEM	PART NUMBER	QUANTITY	UNIT PRICE	TOTAL
4	S-OA-PLAN OmniAdvantage Annual Plan - Plan is purchased per unit. End of repair costs. OmniSite will repair any damaged unit at no cost. Includes free factory training, advanced phone apps, and other features. See OmniSite website for more details. Includes coverage for spare units on your shelf. Also includes 1 new spare unit of each type if you have more than 5 stations. If customer has less than 5 stations, it includes 1 refurbished unit.	1	\$165.00	\$165.00
5	S-OMNI-CONFIG Programming Service - OmniSite emails you a form to fill in and then OmniSite will completely configure the device on our GuardDog Platform. You just install and wire. Available for XR50, Crystal Ball, and WINGS.	1	\$249.00	\$249.00
6	Shipping Estimate Estimated Shipping Cost to Marathon, FL	1	\$150.00	\$150.00

NOTES

SUBTOTAL \$7,397.00
TAX (%) \$0.00

TOTAL
\$7,397.00

THANK YOU

Thank you for the opportunity. Please reach out with any questions.

<https://www.gilsoneng.com/WebCat6/pdf/GilcoTerms.pdf>



JEFFREY ALLEN INC

P.O Box 891359
Tampa, FL 33689



EQUIPMENT SALES QUOTE

Page: 1

Quote Number: ESQ403243
Quote Date: 4/10/2026

P.O. Number:

Transaction Type:

Payment Terms: COD/Prepay

3 Year/3,000 Hour Gas Warranty Lifetime Warranty Rust Proof Aluminum Frame

Sell-To Customer ID: C19502

Bill-To Customer ID: C19502

Ship To:

Salesperson:

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051

Dave Kelly Jr.
954-526-5323
dkelly@jeffreyaleninc.com

305.680.9415

305.680.9415

305.680.9415

10% Municipality Discount Applied

4-6 Week Lead Time

Description	EQ No.	Serial No.	Year	Quantity	List Price Per Unit	Line Disc %	Line Disc \$	Net Price Per Unit	Net Price Extended
CLUB CAR CARRYALL 700 G			2026	1	19457.00	10.0	1945.70	17511.30	17,511.30
Base Model (each)					15908.00	10.0	1,590.80	14317.20	14,317.20
Option	14 hp (429cc) EFI Overhead Valve Engine			1	0.00			0.00	0.00
Option	Four Wheel Brakes			1	0.00			0.00	0.00
Option	White Cowl			1	0.00			0.00	0.00
Option	Gray Seat			1	0.00			0.00	0.00
Option	Cargo Box includes Tailgate Tether			1	886.00	10.0	88.60	797.40	797.40
Option	12V Powerpoint			1	0.00			0.00	0.00
Option	Fuel Gauge/Hour Meter			1	0.00			0.00	0.00
Option	Pedal Start			1	0.00			0.00	0.00
Option	5-Spoke Silver Wheel Cover (set of 4)			1	75.00	10.0	7.50	67.50	67.50
Option	Premium Tire 6-ply rated - 20x10-10 (Front)			1	0.00			0.00	0.00
Option	Premium Tire 6-ply rated - 20x10-10 (Rear)			1	0.00			0.00	0.00
Option	Standard Keyswitch- 1B			1	0.00			0.00	0.00
Option	Heavy Duty 2" Rear Receiver			1	119.00	10.0	11.90	107.10	107.10
Option	Heavy Duty Front Brushguard			1	384.00	10.0	38.40	345.60	345.60
Option	Halogen Headlights			1	0.00			0.00	0.00
Option	Tail Lights, Brake Lights and Horn			1	246.00	10.0	24.60	221.40	221.40
Option	Black Canopy, Front Seats Only (inc. Strut Kit)			1	502.00	10.0	50.20	451.80	451.80
Option	Hinged Windshield			1	182.00	10.0	18.20	163.80	163.80
Option	5 Panel Rear View Mirror			1	92.00	10.0	9.20	82.80	82.80
Option	Aluminum Locking Toolbox, Cargo Box			1	384.00	10.0	38.40	345.60	345.60
Option	Bed Lift Installation for Gas Vehicles			1	0.00			0.00	0.00
Option	Differential Guard, Gas			1	44.00	10.0	4.40	39.60	39.60
Option	VersAttach Ladder Rack (Pair)			1	635.00	10.0	63.50	571.50	571.50
Dealer Prep & Local Delivery				1	500.00			500.00	500.00
Florida solid waste fee - new batteries				1	1.50			1.50	1.50
Florida solid waste fee - new tires				4	1.00			1.00	4.00
Inbound freight from factory - Club Car				1	650.00			650.00	650.00



JEFFREY ALLEN INC

P.O Box 891359
Tampa, FL 33689

EQUIPMENT SALES QUOTE

Page: 2

Quote Number: ESQ403243
Quote Date: 4/10/2026
P.O. Number:
Transaction Type:
Payment Terms: COD/Prepay

Sell-To Customer ID: C19502

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051
MICHAEL GURINO
MICHAEL GURINO
305.680.9415

Bill-To Customer ID: C19502

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051
MICHAEL GURINO
MICHAEL GURINO
305.680.9415

Ship To:

CITY OF KEY COLONY BEACH
600 W. OCEAN DRIVE
KEY COLONY BEACH, FL 33051
MICHAEL GURINO
MICHAEL GURINO
305.680.9415

Salesperson:

Dave Kelly Jr.
954-526-5323
dkelly@jeffreyaleninc.com

Subtotal: 18,666.80
Tax: 0.00
Total: 18,666.80

Customer Signature

Date

25% deposit required on all COD orders. Quote valid for 30 days. Trade-in values are subject to final inspection at delivery. Used equipment is sold "as-is" unless otherwise stated in writing on the quote/order. Credit/debit card payments incur a 3% convenience fee. By signing this order, buyer agrees to our Terms and Conditions posted at <https://www.jeffreyalleninc.com/termsandconditions/>

VEHICLE WARRANTY

Warranty information can be viewed at manuals.clubcar.com. No other expressed or implied warranties are contained herein.

Your dealer or distributor examined the vehicle before it was delivered to you. The dealer or distributor will also supply you a copy of the completed vehicle warranty registration form.

FEDERAL EMISSIONS COMPONENT DEFECT WARRANTY

Warranty Coverage

This emission warranty is applicable in all States in the United States Of America, except the State of California.

Club Car, LLC ("Club Car") warrant(s) to the initial retail purchaser and each subsequent owner, that this Non-road engine ("engine") has been designed, built, and equipped to conform at the time of initial sale to all applicable regulations of the United States Of America Environmental Protection Agency (EPA), and that the engine is free of defects in materials and workmanship which would cause this engine to fail to conform with EPA regulations during its warranty period.

For the components listed under Parts Covered, the service dealer authorized by Club Car will, at no cost to you, make the necessary diagnosis, repair, or replacement necessary to ensure that the engine complies with applicable EPA regulations.

Warranty Period

The warranty period for this engine begins on the date of sale to the initial purchaser and continues for a period of three years.

Parts Covered

Listed below are the parts covered by the Emission Components Defect Warranty. Some of the parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

Exhaust Emissions

- Fuel Metering System
 - Throttle Body, carburetor, and internal parts (and/or pressure regulator or fuel injection system)
 - Air/fuel ratio feedback and control system, if applicable
 - Cold start enrichment system, if applicable
 - Fuel pump and fuel pressure regulator
 - Fuel tank
 - Oil temperature sensor

- Air Induction System
 - Intake manifold, if applicable
 - Air filter
- Ignition System
 - Spark plugs
 - Magneto or electronic ignition system
 - Spark advance/retard system, if applicable
- Catalyst or Thermal Reactor System
 - Exhaust Manifold, if applicable
- Miscellaneous Items Used in Above Systems
 - Electronic controls (ECU), if applicable
 - Hoses, belts, connectors, gaskets, brackets, clamps, accessories, and assemblies used in the above systems.

Exhaust Emissions

- Air Cleaner Purge Port Connector
- Carbon Canister
- Carbon Canister Mounting Brackets
- Clamps
- Fuel Cap
- Fuel Line
- Fuel Line Fittings
- Fuel Tank
- Vapor Hoses

Distribution Center

Replacement parts are provided to the market upon request by the customers. Replacement parts distribution center is located at:

Club Car, LLC
Attention: Service Parts Department
4125 Washington Road
Evans, Georgia 30809
United States Of America

Warranty Service

To obtain warranty service, take your engine to the nearest authorized Club Car service dealer. Bring your sales receipts indicating date of purchase for this engine. The service dealer authorized by Club Car will perform the necessary repairs or adjustments within a reasonable amount of time and furnish you with a copy of the repair order. All parts and accessories replaced under this warranty become the property of Club Car.

For owners located more than 100 miles from an authorized service center, the following will be provided to those applicable owners (excluding the states with high-altitude areas). Club Car will either:

- Pay for the shipping costs of replacement parts to and from an authorized service center
- Provide for a service technician to come to the owner to make the warranty repair
- Pay for the repair to be made at a local non-authorized service center

What Is Not Covered

- Conditions resulting from tampering, misuse, improper adjustment (unless they were made by the service dealer authorized by Club Car during a warranty repair), alteration, accident, failure to use the recommended fuel and oil, or not performing required maintenance services.
- The replacement parts used for required maintenance services.
- Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- Diagnosis and inspection charges that do not result in warranty-eligible service being performed.
- Any non-authorized replacement part, or malfunction of authorized parts due to use of non-authorized parts.

Owner's Responsibilities

As the engine owner, you are responsible for the performance of the required maintenance listed in your operator's manual. Club Car recommends that you retain all receipts covering maintenance on your engine, but Club Car cannot deny warranty solely for the lack of receipts or for your failure to ensure the performance of all scheduled maintenance.

As the engine owner, you should however be aware that Club Car may deny warranty coverage if your engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your engine to the nearest service dealer authorized by Club Car when a problem exists.

If you have any questions regarding your warranty rights and responsibilities, you should contact the Club Car customer service department at:

Club Car, LLC
Attention: Service Parts Department
4125 Washington Road
Evans, Georgia 30809
United States Of America

Things To Know About The Emission Control System Warranty Maintenance And Repairs

You are responsible for the proper maintenance of the engine. You should keep all receipts and maintenance records covering the performance of regular maintenance in the event questions arise. These receipts and maintenance records should be transferred to each subsequent owner of the engine. Club Car reserves the right to deny warranty coverage if the engine has not been properly maintained. Warranty claims will not be denied, however, solely because of the lack of required maintenance or failure to keep maintenance records.

Maintenance, replacement or repair of emission control devices and systems may be performed by any repair establishment or individual; however, warranty repairs must be performed by a service dealer authorized by Club Car. The use of parts that are not equivalent in performance and durability to authorized parts may impair the effectiveness of the emission control system and may have a bearing on the outcome of a warranty claim.

If other than the parts authorized by Club Car are used for maintenance replacements or for the repair of components affecting emission control, you should assure yourself that such parts are warranted by their manufacturer to be equivalent to the parts authorized by Club Car in their performance and durability.

How To Make A Claim

All repairs qualifying under this limited warranty must be performed by a service dealer authorized by Club Car. In the event that any emission-related part is found to be defective during the warranty period, you shall notify Club Car customer service department and you will be advised of the appropriate warranty service dealer or service providers where the warranty repair can be performed.

CALIFORNIA EVAPORATIVE EMISSION CONTROL WARRANTY STATEMENT

Your Warranty Rights And Obligations

The California Air Resources Board ("CARB") and Club Car, LLC ("Club Car") are pleased to explain the emission control system warranty on your model year 2019 vehicle engine (the "emission warranty"). In California, new equipment that uses small off-road engines ("SORE") must be designed, built and equipped to meet the State's stringent anti-smog standards. Club Car must warrant the evaporative emission control system on your vehicle engine for the period listed below

provided there has been no abuse, neglect or improper maintenance of your small off-road engine leading to the failure of the evaporative emission control system.

Your evaporative emission control system may include parts such as a carburetor or fuel-injection system, fuel tanks, fuel lines (for liquid fuel and fuel vapors), fuel caps, valves, canisters, filters, clamps, connectors, and other associated components.

Manufacturer's Warranty Coverage

This evaporative emission control system is warranted for two years. If any evaporative emission-related part on your Club Car small off-road engines ("SORE") is defective, the part will be repaired or replaced by Club Car.

Owner's Warranty Responsibilities

- As the vehicle engine owner, you are responsible for the performance of the required maintenance listed in your operator's manual. Club Car recommends that you retain all receipts covering maintenance on your vehicle engine, but Club Car cannot deny warranty coverage solely for the lack of receipts.
- As the vehicle engine owner, you should be aware that Club Car may deny you warranty coverage if your vehicle engine or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.
- You are responsible for presenting your vehicle engine to a Club Car distribution center or service center as soon as a problem exists. The warranty repairs shall be completed in a reasonable amount of time, not to exceed 30 days. If you have any questions regarding your warranty coverage, you should contact:

E-Mail
cci_warrantyadministration@clubcar.com

Postal Service
Club Car, LLC
Attention: Warranty Services
4125 Washington Rd.
Evans, Georgia 30809
United States Of America

Defects Warranty Coverage

Club Car warrants to the ultimate purchaser and each subsequent purchaser that the small off-road engines ("SORE") and related evaporative emissions control equipment is designed, built and equipped so as to conform with all applicable California environmental emission regulations; and free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to that part as described in Club Car's application for certification with CARB. The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser or first placed into service. The warranty period is two years from the date of purchase.

Subject to certain conditions and exclusions as stated below, the warranty on emission-related parts is as follows:

1. Any warranted part that is not scheduled for replacement as required maintenance in the written instructions supplied, is warranted for the warranty period stated above. If the part fails during the period of warranty coverage, the part will be repaired or replaced by Club Car according to subsection (4) below. Any such part repaired or replaced under warranty will be warranted for the remainder of the original warranty period.
2. Any warranted part that is scheduled only for regular inspection in the written instructions supplied is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining original warranty period.
3. Any warranted part that is scheduled for replacement as required maintenance in the written instructions supplied is warranted for the period of time before the first scheduled replacement date for that part. If the part fails before the first scheduled replacement, the part will be repaired or replaced by Club Car according to subsection (4) below. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.
4. Repair or replacement of any warranted part under the warranty provisions herein must be performed at a warranty station* at no charge to the owner.
5. Notwithstanding the provisions herein, warranty services or repairs will be provided at all of our distribution centers that are franchised to service the subject engines or equipment.
6. The engine or equipment owner will not be charged for diagnostic labor that is directly associated with diagnosis of a defective, emission-related warranted part, provided that such diagnostic work is performed at a warranty station.

Note: Warranty station could be Club Car, its authorized dealers, or a service agency approved by Club Car.

7. Club Car is liable for damages to other engine or equipment components proximately caused by a covered failure under warranty of any warranted part.
8. Throughout the engine or equipment warranty period stated above, Club Car will maintain a supply of warranted parts sufficient to meet the expected demand for such parts.
9. Any replacement part may be used in the performance of any warranty maintenance or repairs and must be provided without charge to the owner. Such use will not reduce the warranty obligations of Club Car.
10. Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing warranty claims. Club Car will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

Evaporative Emissions Warranty Parts List

The repair or replacement of any warranted part otherwise eligible for warranty coverage may be excluded from such warranty coverage if Club Car demonstrates that the engine or equipment has been abused, neglected, or improperly maintained, and that such abuse, neglect, or improper maintenance was the direct cause of the need for repair or replacement of the part. That

notwithstanding, any adjustment of a component that has a factory installed, and properly operating, adjustment limiting device is still eligible for warranty coverage. The following emission warranty parts are covered:

Note: Evaporative emission-related parts will vary between vehicles; therefore, certain vehicles may not include all of the listed parts or may include equivalent part.

- Carbon canister, canister mounting brackets
- Crankcase breather tube
- Fuel tank
- Fuel cap
- Fuel lines (for liquid fuel and fuel vapors)
- Fuel line fittings
- Fuel metering carburetor assembly
- Fuel regulator/filter
- Fuel injection pump
- Fuel injection nozzle
- Fuel tank vent hose
- Fuel tank rollover valve
- Fuel tank anti-slosh valve
- Throttle body assembly
- Intake air filter housing
- Intake air filter
- Intake hose
- Oil filler cap
- PCV valve
- Purge hose
- Purge valves
- Purge port connector
- Valves, hosing, tubing, fittings, seals, gaskets, clamps, and fittings as they relate to the evaporative emissions control system.

ALAN JAY FLEET SALES

Contract Number: 2026 091521-NAF & 032824-NAF

Quote ID: 72820

Agency: KEY COLONY BEACH, CITY OF

Date: 6/25/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 FORD RANGER SUPER CREW PICKUP 4WD XLT 5' BED, please review carefully and contact us with any errors or changes.

MSRP:	\$42,045.00
Base Price:	\$36,715.00
Factory Options:	\$1,265.00
Aftermarket Options:	\$500.00
Purchase Total:	\$38,480.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: SCOTT WILSON / 863-991-4693 / scott.wilson@alanjay.com



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	72820-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4893	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/25/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/25/2026

REQUESTING AGENCY **KEY COLONY BEACH, CITY OF**

CONTACT PERSON

EMAIL

PHONE

MOBILE

FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL	R4H 300A	MSRP	\$42,045.00
2026 FORD RANGER SUPER CREW PICKUP 4WD XLT 5' BED			

CUSTOMER ID

CONTRACT PRICE \$36,715.00

BED LENGTH

5' Bed

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS

DESCRIPTION

M7	Carbonized Gray Metallic	\$0.00
BH	Ebony, Cloth Front Bucket Seats	\$0.00
99H	Engine: 2.3L EcoBoost	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
18D	Black Running Boards	\$745.00
300A	Equipment Group 300A Standard	\$0.00
64H	Wheels: 17" Gray-Painted Aluminum Sport	\$0.00
86S	Tough Bed Spray-In Bedliner	\$520.00
	3.73 Axle Ratio	\$0.00
	Tires: 255/70R17 All-Terrain BSW	\$0.00
	Equipment Group 300A Standard savings	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00

FACTORY OPTIONS \$1,265.00

CONTRACT OPTIONS

DESCRIPTION

WSTP	Windshield strip	\$60.00
DT2 TRK	Deep tint film installed on front two door glass only.	\$195.00
NEW-TAG-CITY	New CITY tag Includes temp tag & two way overnight shipping for signature.	\$245.00

CONTRACT OPTIONS \$500.00

TRADE IN

TOTAL COST \$38,480.00

YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING

TOTAL COST LESS TRADE IN(S) QTY 1 \$38,480.00

Estimated Annual payments for 60 months paid in advance: \$8,847.35

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

SCOTT WILSON

FLEET SALES MANAGER

scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box	MSRP:\$39,375.00
Interior:Ebony, Cloth Front Bucket Seats	
Exterior 1:Carbonized Gray Metallic	
Exterior 2:No color has been selected.	
Engine: 2.3L EcoBoost	
Transmission: Electronic 10-Speed Automatic	

OPTIONS

CODE	MODEL	MSRP
R4H	[Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box	\$39,375.00
OPTIONS		
153	Front License Plate Bracket	\$0.00
18D	Black Running Boards	\$750.00
300A	Equipment Group 300A Standard	\$0.00
44T	Transmission: Electronic 10-Speed Automatic	\$0.00
64H	Wheels: 17" Gray-Painted Aluminum Sport	\$0.00
86S	Tough Bed Spray-In Bedliner	\$525.00
99H	Engine: 2.3L EcoBoost	\$0.00
BH	Ebony, Cloth Front Bucket Seats	\$0.00
M7	Carbonized Gray Metallic	\$0.00
—	3.73 Axle Ratio	\$0.00
—	Tires: 255/70R17 All-Terrain BSW	\$0.00
—	Equipment Group 300A Standard savings	(\$500.00)
SUBTOTAL		\$40,150.00
Adjustments Total		\$0.00
Destination Charge		\$1,895.00
TOTAL PRICE		\$42,045.00

FUEL ECONOMY

Est City:19 MPG

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Data Version: 28825. Data Updated: Jun 25, 2026 1:49:00 AM UTC.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box ( Complete)

Est Highway:24 MPG

Est Highway Cruising Range:432.00 mi

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Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (✔ Complete)

Standard Equipment

Mechanical

- Engine: 2.3L EcoBoost -inc: auto start-stop technology (STD)
- Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal, ECO, sport, tow/haul and slippery (STD)
- 3.73 Axle Ratio (STD)
- Transmission w/Driver Selectable Mode and SelectShift Sequential Shift Control
- Electronic Transfer Case
- Part-Time Four-Wheel Drive
- Battery w/Run Down Protection
- Towing Equipment -inc: Trailer Sway Control
- 1763# Maximum Payload
- GVWR: 6,270 lbs
- Gas-Pressurized Shock Absorbers
- Front Anti-Roll Bar
- Electric Power-Assist Speed-Sensing Steering
- 18 Gal. Fuel Tank
- Single Stainless Steel Exhaust
- Auto Locking Hubs
- Short And Long Arm Front Suspension w/Coil Springs
- Solid Axle Rear Suspension w/Leaf Springs
- 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake

Exterior

- Wheels: 17" Gray-Painted Aluminum Sport (STD)
- Tires: 255/70R17 All-Terrain BSW (STD)
- Regular Box Style
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Black Rear Step Bumper w/Gray Rub Strip/Fascia Accent
- Gray Front Bumper w/Metal-Look Rub Strip/Fascia Accent and 2 Tow Hooks

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Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (✔ Complete)

Exterior

- Gray Painted Front Fascia & Rear Bumper
- Gray Wheel Well Trim
- Black Side Windows Trim and Black Front Windshield Trim
- Black Door Handles
- Black Power Side Mirrors w/Manual Folding
- Fixed Rear Window w/Defroster
- Deep Tinted Glass
- Variable Intermittent Wipers
- Galvanized Steel/Aluminum Panels
- Gray Painted Center Bar & Grille Surround
- Sport Box Decal
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams
- Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Front Fog Lamps
- LED Brakelights
- Sport Appearance Package

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and SYNC 4 External Memory Control
- Radio: AM/FM Stereo -inc: 6 speakers and A and C USB ports
- 6 Speakers
- Streaming Audio
- Integrated Roof Antenna

IF At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (✔ Complete)

Entertainment

SiriusXM w/360L & 3-Month Trial Subscription -inc: Service will automatically stop at the end of your trial subscription period unless you decide to continue service, Trial is non-transferable, If you do not wish to enjoy your trial, you can cancel by calling the number below, All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period, Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349, Some services and features are subject to device capabilities and location availability, Satellite service not available in AK & HI, Certain features and/or content may not be available in vehicles w/SiriusXM w/360L unless an active data connection is enabled in the vehicle, Content varies by SiriusXM subscription plan, All fees, content and features are subject to change, SiriusXM and related logos are trademarks of SiriusXM Radio Inc, and its respective subsidiaries

SYNC 4A w/Connected Navigation -inc: connected navigation (1 year trial), enhanced voice recognition communications and entertainment system, 10" center display, AppLink, 911 Assist and Apple CarPlay and Android Auto compatibility

Wireless Phone Connectivity

2 LCD Monitors In The Front

Real-Time Traffic Display

Interior

Driver Seat

Passenger Seat

Full Folding Bench Front Facing Fold-Up Cushion Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Transmission Fluid Temp, Trip Odometer and Trip Computer

Power Rear Windows

Mobile Hotspot Internet Access

Leatherette Steering Wheel

Front Cupholder

Rear Cupholder

Compass

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Cruise Control w/Steering Wheel Controls

Voice Activated Manual Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Full Cloth Headliner

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Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (✔ Complete)

Interior

- Interior Trim -inc: Piano Black/Metal-Look Instrument Panel Insert, Cabback Insulator and Chrome Interior Accents
- Cloth Door Trim Insert
- Leather Gear Shifter Material
- Cloth Front Bucket Seats -inc: 8-way manual adjustable driver including lumbar, 6-way manual adjustable passenger, driver and passenger manual reclining seats, flow-through console and floor shift
- Day-Night Auto-Dimming Rearview Mirror
- Driver And Passenger Visor Vanity Mirrors
- Full Floor Console w/Covered Storage, Full Overhead Console w/Storage and 1 12V DC Power Outlet
- Front And Rear Map Lights
- Fade-To-Off Interior Lighting
- Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
- Cab Mounted Cargo Lights
- Smart Device Remote Engine Start
- Tracker System
- Smart Device Integration
- FOB Controls -inc: Keyfob Remote Start
- Integrated Navigation System w/Voice Activation
- Instrument Panel Bin, Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Redundant Digital Speedometer
- Trip Computer
- Outside Temp Gauge
- Digital/Analog Appearance
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Front Center Armrest and Rear Center Armrest
- Perimeter Alarm

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Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (Complete)

Interior

- Securilock Anti-Theft Ignition (pats) Immobilizer
- 1 12V DC Power Outlet

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos Capability
- Pre-Collision Assist with Automatic Emergency Braking (AEB)
- Lane Keeping Alert Lane Keeping Assist
- Lane Keeping Alert Lane Departure Warning
- Collision Mitigation-Front
- Reverse Sensing System Rear Parking Sensors
- BLIS with Trailer Tow Coverage Blind Spot
- Reverse Brake Assist
- Driver Monitoring-Alert
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags
- Airbag Occupancy Sensor
- Restricted Driving Mode/Alerts
- Rear Child Safety Locks
- Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
- Reverse Camera Back-Up Camera

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford Ranger (R4H) XLT 4WD SuperCrew 5' Box (✔ Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

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To the Mayor and Members of the Commission,

I am writing to formally request approval for an Intent to Purchase letter, addressed to Alan Jay Fleet Sales, to initiate the order of a new 2026 Ford F150 Police Responder.

Due to manufacturer build times and current fleet constraints, we must place this order immediately to ensure the vehicle is delivered when needed. The dealership has agreed to accept our order now with the explicit understanding that no payment will be issued until October 1, 2026, aligning perfectly with the start of our new fiscal budget cycle.

Securing this commitment now allows us to avoid upcoming price increases and production delays without impacting our current budget. Thank you for your time, consideration, and continued support of our department's operational needs.

Respectfully submitted,

Chief Jamie Buxton



Contract Number: 2026 091521-NAF & 032824-NAF
Quote ID: 72813
Agency: KEY COLONY BEACH, CITY OF
Date: 6/25/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD 145" WB XL 5.5' BED, please review carefully and contact us with any errors or changes.

MSRP:	\$56,035.00
Base Price:	\$47,219.00
Factory Options:	\$1,075.00
Aftermarket Options:	\$1,310.00
Purchase Total:	\$49,604.00

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: SCOTT WILSON / 863-991-4693 / scott.wilson@alanjay.com



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	72813-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/25/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
6/25/2026

REQUESTING AGENCY **KEY COLONY BEACH, CITY OF**

CONTACT PERSON

EMAIL

PHONE

MOBILE

FAX

SOURCEWELL CONTRACT # 2026 091521-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL	W1P 150A	MSRP	\$56,035.00
2026 FORD F-150 POLICE RESPONDER SUPER CREW CAB PICKUP 4WD 145" WB XL 5.5' BED			

CUSTOMER ID **CONTRACT PRICE** **\$47,219.00**

BED LENGTH **5.5' Bed**

**** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.**

FACTORY OPTIONS	DESCRIPTION	
M7	Carbonized Gray Metallic	\$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	\$0.00
998	Engine: 3.5L V6 EcoBoost	\$0.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
150A	OPTIONS Equipment Group 150A	\$0.00
18B	Black Platform Running Boards	\$250.00
64H	Wheels: 18" Aluminum	\$480.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	\$345.00
153	Front License Plate Bracket	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,075.00
WSTP	Windshield strip		\$60.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$245.00
HD SOB SH	HD Scorpion spray on bed liner (short bed) under rail.		\$760.00
NEW-TAG-CITY	New CITY tag includes temp tag & two way overnight shipping for signature.		\$245.00
CONTRACT OPTIONS			\$1,310.00

TRADE IN **TOTAL COST** **\$49,604.00**

YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING

TOTAL COST LESS TRADE IN(S) QTY 1 \$49,604.00

Estimated Annual payments for 60 months paid in advance: \$11,404.98

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

SCOTT WILSON

FLEET SALES MANAGER

scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Window Sticker

SUMMARY

[Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box MSRP:\$52,350.00

Interior:Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats

Exterior 1:Carbonized Gray Metallic

Exterior 2:No color has been selected.

Engine: 3.5L V6 EcoBoost

Transmission: Electronic 10-Speed Automatic

OPTIONS

CODE	MODEL	MSRP
W1P	[Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	\$52,350.00
OPTIONS		
150A	Equipment Group 150A	\$0.00
153	Front License Plate Bracket	\$0.00
18B	Black Platform Running Boards	\$255.00
44G	Transmission: Electronic 10-Speed Automatic	\$0.00
64H	Wheels: 18" Aluminum	\$485.00
67P	Remote Keyless-Entry Key Fob w/o Key Pad	\$350.00
998	Engine: 3.5L V6 EcoBoost	\$0.00
M7	Carbonized Gray Metallic	\$0.00
PB	Black, HD Police-Grade Cloth 40/Blank/40 Front-Seats	\$0.00

SUBTOTAL	\$53,440.00
Adjustments Total	\$0.00
Destination Charge	\$2,595.00
TOTAL PRICE	\$56,035.00

FUEL ECONOMY

Est City:17 (2025) MPG

Est Highway:23 (2025) MPG

Est Highway Cruising Range:598.00 mi

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Data Version: 28825. Data Updated: Jun 25, 2026 1:49:00 AM UTC.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Standard Equipment

Mechanical

Engine: 3.5L V6 EcoBoost -inc: 120-MPH top speed (STD)

Transmission: Electronic 10-Speed Automatic -inc: selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic w/progressive range select (STD)

Transmission w/Driver Selectable Mode

Electronic Transfer Case

Part And Full-Time Four-Wheel Drive

Electronic Locking w/3.31 Axle Ratio

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection

240 Amp Alternator

Class IV Towing Equipment -inc: Hitch and Trailer Sway Control

Trailer Wiring Harness

3 Skid Plates

Police/Fire

2030# Maximum Payload

GVWR: 7,050 lbs Payload Package

HD Gas-Pressurized Shock Absorbers

Front HD Anti-Roll Bar

Off-Road Suspension

Electric Power-Assist Speed-Sensing Steering

26 Gal. Fuel Tank

Single Stainless Steel Exhaust

Auto Locking Hubs

Double Wishbone Front Suspension w/Coil Springs

Solid Axle Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Regular Box Style

Wheels w/Full Wheel Covers

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Exterior

- Wheels: 18" Steel
- Tires: LT265/70R18 BSW A/T
- Steel Spare Wheel
- Full-Size Spare Tire Stored Underbody w/Crankdown
- Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
- Black Rear Step Bumper
- Black Side Windows Trim
- Black Door Handles
- Black Power Side Mirrors w/Manual Folding
- Fixed Rear Window
- Light Tinted Glass
- Variable Intermittent Wipers
- Aluminum Panels
- Black Grille
- Tailgate Rear Cargo Access
- Tailgate/Rear Door Lock Included w/Power Door Locks
- Ford Co-Pilot360 - Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
- Cargo Lamp w/High Mount Stop Light
- Headlights-Automatic Highbeams

Entertainment

- Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls and Radio Data System
- Radio: AM/FM Stereo w/6 Speakers
- SYNC 4 -inc: 12" LCD capacitive touchscreen w/swipe capability, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
- 6 Speakers
- Streaming Audio
- Fixed Antenna
- Wireless Phone Connectivity
- 2 LCD Monitors In The Front

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Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior

- Driver Seat
- Passenger Seat
- 60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
- Manual Tilt/Telescoping Steering Column
- Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter and Trip Odometer
- Power Rear Windows
- Fleet Telematics Modem Selective Service Internet Access
- Front Cupholder
- Rear Cupholder
- Compass
- Cruise Control w/Steering Wheel Controls
- Manual Air Conditioning
- HVAC -inc: Underseat Ducts
- Glove Box
- HD Police-Grade Cloth 40/Blank/40 Front-Seats -inc: reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench
- Interior Trim -inc: Cabback Insulator and Chrome Interior Accents
- Full Cloth Headliner
- Urethane Gear Shifter Material
- Day-Night Rearview Mirror
- Passenger Visor Vanity Mirror
- Mini Overhead Console w/Storage and 2 12V DC Power Outlets
- Fade-To-Off Interior Lighting
- Full Vinyl/Rubber Floor Covering
- Cab Mounted Cargo Lights
- Fleet Telematics Modem Tracker System
- Smart Device Integration
- Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
- Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Interior

- Delayed Accessory Power
- Power Door Locks w/Autolock Feature
- Driver Information Center
- Redundant Digital Speedometer
- Outside Temp Gauge
- Analog Appearance
- Seats w/Cloth Back Material
- Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
- Perimeter Alarm
- 2 12V DC Power Outlets
- Air Filtration

Safety-Mechanical

- AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
- ABS And Driveline Traction Control

Safety-Exterior

- Side Impact Beams

Safety-Interior

- Dual Stage Driver And Passenger Seat-Mounted Side Airbags
- Emergency Sos Capability
- Reverse Sensing System Rear Parking Sensors
- BLIS with Trailer Tow Coverage Blind Spot
- Automatic Emergency Braking
- Ford Co-Pilot360 - Reverse Brake Assist
- Ford Co-Pilot360 - Lane-Keeping Assist Lane Keeping Assist
- Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning
- Collision Mitigation-Front
- Driver Monitoring-Alert
- Tire Specific Low Tire Pressure Warning
- Dual Stage Driver And Passenger Front Airbags
- Safety Canopy System Curtain 1st And 2nd Row Airbags

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box (✔ Complete)

Safety-Interior

Airbag Occupancy Sensor

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Reverse Camera Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 100,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

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Data Version: 28825. Data Updated: Jun 25, 2026 1:49:00 AM UTC.



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

July 9, 2026

The Honorable Freddie Foster, Mayor
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

RE: Engineering Services Agreement
Collection System Action Plan
City of Key Colony Beach, Florida
Project No. 2501534
Client No. 0604-00-0

Dear Mayor Foster:

In accordance with our Agreement for Continuing Consulting Engineering Services, we are pleased to present the following proposal for Engineering Services associated with development of the City of Key Colony Beach's Collection System Action Plan. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to City of Key Colony Beach, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will provide engineering and planning services to develop a Collection System Action Plan (CSAP) in accordance with the requirements of Rule 62-600.705(2), Florida Administrative Code, and applicable guidance issued by the Florida Department of Environmental Protection (FDEP). The proposal includes an optional task to develop a Web-Based GIS Map to assist the City's ongoing wastewater collection system management.

The purpose of the project is to assist the City in evaluating the condition, operation, maintenance, and management of its wastewater collection system and to develop a comprehensive Collection System Action Plan that establishes a framework for future assessment, maintenance, repair, rehabilitation, replacement, and capital improvement activities. The CSAP will provide the City with a five-year implementation strategy intended to minimize infiltration and inflow (I&I), improve system reliability, and support long-term regulatory compliance.

The project will include review of existing collection system records, previous Sewer System Evaluation Survey (SSES) documentation, closed-circuit television (CCTV) inspection records, maintenance records, lift station information, wastewater treatment facility operational data, and other available utility information. If selected by the City, the Engineer will utilize available information provided by the City to develop a Web-Based GIS Map of the wastewater collection system using an industry-recognized open-source GIS platform suitable for long-term asset

management and future system planning. The Web-Based GIS Map will provide the City with an interactive asset management tool that links available sewer inspection reports, CCTV videos, photographs, and related documentation to wastewater infrastructure assets using existing aerial imagery and available utility records.

In addition, the Engineer will review operational information, maintenance practices, emergency response procedures, and system performance characteristics. Findings from these evaluations will be incorporated into the final CSAP and used to develop recommendations for system maintenance, rehabilitation, replacement, and capital improvements.

More specifically, the Engineer's scope of services will include the following:

ITEM A
COLLECTION SYSTEM ASSESSMENT

The Engineer will perform a comprehensive review of available information related to the City's wastewater collection system. Information reviewed will include available record drawings, previous SSES reports, CCTV inspection records, maintenance records, lift station records, sanitary sewer overflow reports, customer service records, and other available utility information provided by the City.

The Engineer will evaluate historical collection system performance, maintenance activities, known deficiencies, infiltration and inflow (I&I) concerns, and system reliability issues. Available information will be reviewed to identify recurring maintenance concerns, areas exhibiting elevated I&I, structurally deficient assets, and locations requiring future investigation or rehabilitation.

The Engineer will conduct interviews with City operations personnel to obtain information regarding routine maintenance activities, emergency response procedures, operational challenges, and known collection system deficiencies. Findings from the collection system assessment will be incorporated into the Collection System Action Plan and used to develop future maintenance and rehabilitation recommendations.

ITEM B
WASTEWATER TREATMENT FACILITY & LIFT STATION EVALUATION

The Engineer will perform one site visit to evaluate the City's wastewater treatment facility and wastewater lift stations to support development of the Collection System Action Plan.

The Engineer will review available wastewater treatment facility operational records, influent flow information, lift station operational data, maintenance records, emergency response procedures,

and other available information relevant to evaluation of collection system performance and reliability.

As part of the operational evaluation, the Engineer will assess the feasibility of installing an influent flow meter at the wastewater treatment facility for monitoring infiltration and inflow (I&I) during both dry-weather and wet-weather conditions. The evaluation will include a recommended monitoring location, planning-level opinion of probable cost, anticipated operational and maintenance benefits, and discussion of implementation considerations.

The Engineer will also evaluate methods for monitoring the City's gravity injection wells to better assess system performance and hydraulic capacity. The evaluation will include recommended monitoring approaches, planning-level opinion of probable cost, anticipated operational and maintenance benefits, and discussion of implementation considerations. Recommendations developed under this task will be incorporated into the Collection System Action Plan.

Findings from the wastewater treatment facility and lift station evaluations, including recommendations for influent flow monitoring and gravity injection well monitoring, will be incorporated into the Collection System Action Plan and used to develop recommendations for future maintenance, rehabilitation, replacement, capital improvement, and system monitoring activities. The Engineer will also identify planning-level implementation priorities for the recommended monitoring improvements to assist the City in evaluating future capital planning and operational enhancements.

ITEM C

COLLECTION SYSTEM ACTION PLAN DEVELOPMENT

The Engineer will prepare a Collection System Action Plan (CSAP) in accordance with Rule 62-600.705(2), F.A.C., and current Florida Department of Environmental Protection guidance.

The Collection System Action Plan will establish a framework for evaluating, maintaining, repairing, rehabilitating, and managing the City's wastewater collection system over a five-year planning horizon. The plan will incorporate information obtained through the collection system assessment, wastewater treatment facility evaluation, lift station evaluations, and coordination with City staff. If authorized by the City, the Web-Based GIS Map developed under Optional Item D will be incorporated as a supporting tool for implementation of the Collection System Action Plan.

The Collection System Action Plan will include:

- Collection system inventory and system overview.
- Assessment methodologies and implementation strategies.

- Collection system maintenance and repair procedures.
- Infiltration and inflow reduction strategies.
- Recommendations for influent flow monitoring.
- Recommendations for gravity injection well monitoring.
- Emergency response and operational recommendations.
- Asset management recommendations.
- Prioritized repair, rehabilitation, and replacement recommendations.
- Planning-level capital improvement recommendations.
- Five-year implementation schedule.
- Annual reporting framework consistent with FDEP requirements.
- Recommended schedule for periodic updates.

The Engineer will prepare draft and final Collection System Action Plan documents for City review and acceptance and will incorporate comments received from the City into the final deliverable.

ITEM D [OPTIONAL] **WEB-BASED GIS MAP DEVELOPMENT**

The Engineer will develop an interactive Web-Based GIS Map of the City's wastewater collection system utilizing an industry-recognized open-source GIS platform. The purpose of the Web-Based GIS Map is to provide the City with an intuitive, web-based asset management tool that allows City staff to visualize wastewater infrastructure and access available sewer inspection reports, CCTV videos, photographs, and other supporting documentation associated with individual collection system assets.

The Web-Based GIS Map will be developed utilizing industry-standard open-source GIS technologies, including an open-source spatial database, web mapping platform, and optional field data collection applications, as appropriate for the project. The selected technology stack will allow the City to access and maintain the GIS data without proprietary software licensing fees.

The Engineer will compile available record drawings, previous Sewer System Evaluation Survey (SSES) documentation including: CCTV inspection videos, CCTV inspection reports, lift station information, and other utility information deemed beneficial to the asset management as provided by the City. Existing sewer inspection reports and videos will be linked to collection system assets where available to support future operation, maintenance, and capital planning activities.

Deliverables under this task will include:

- Interactive Web-Based GIS Map accessible through a web browser.
- Open-source spatial database containing available wastewater collection system assets.

- Wastewater collection system mapping utilizing available record drawings, CCTV information, aerial imagery, and utility information provided by the City.
- Hyperlinks to available sewer inspection reports, CCTV inspection videos, photographs, and other supporting documentation associated with collection system assets, where available.
- Electronic asset inventory for future operations, maintenance, and capital improvement planning.
- Open-source GIS project files and supporting documentation to allow future maintenance and updates by the City.

Asset locations are intended to be approximate and suitable for infrastructure management, operations, maintenance, and planning purposes only. The Engineer will not perform land surveying, GPS data collection, or SUE services. Accordingly, the Engineer does not warrant the horizontal or vertical accuracy of utility locations contained within the GIS Web Map that have not been verified through land survey or subsurface utility engineering services.

CONDITIONS

The following assumptions have been made in preparing this scope of services and fee proposal:

- The City will provide available record drawings, previous Sewer System Evaluation Survey (SSES) reports, CCTV inspection records, maintenance records, sanitary sewer overflow (SSO) reports, wastewater treatment facility operational records, lift station information, and other available utility records.
- The Engineer will utilize available utility information provided by the City and will not perform field surveying, subsurface utility engineering, or field verification of utility locations.
- Development of the Web-Based GIS Map assumes utilization of industry-standard open-source GIS technologies and available record drawings, digital utility records, CCTV inspection records, and other information provided by the City.
- The City will be provided with the Web-Based GIS Map in an open-source format suitable for future maintenance and updates following project completion.
- The Engineer assumes reasonable access to the wastewater treatment facility, lift stations, and other wastewater utility facilities during normal working hours.
- One (1) draft review cycle and one (1) final review cycle are included.
- Regulatory review beyond one review cycle or significant revisions requested after submission of the draft document will be considered Additional Services.

Please note, FDEP requires an annual report summarizing plan updated by June 30 of the year following the fiscal year covered by the report. The report is required to include the following items:

- A summary of assessments conducted, results of the assessments, and the percentage of the collection system assessed.
- Significant repairs, replacements, maintenance activities, expansions and upgrades conducted during the year and any planned for the upcoming year.
- Information on annual expenditures for I&I studies, implementing the collection system action plan, repairs, replacements, and measures related to limiting fats, oil, grease, roots, wet wipes, sand, and grit in the collection system.
- Details of facility revenues and expenditures related to the collection system.
- Any other activities and information deemed relevant by the permittee.

EXCLUSIONS

The Engineer's scope of services does not include:

Field surveying | Utility locating | Field verification of GIS asset locations | Subsurface Utility Engineering (SUE) | Additional CCTV inspections | Flow monitoring | Smoke testing | Dye testing | Sewer system hydraulic modeling | Geotechnical investigations | Environmental permitting | Construction plans and specifications | Bidding services | Construction administration | Construction observation | Regulatory permit application fees | Capital improvement design | Easement acquisition | Long-term hosting and maintenance of the Web-Based GIS Map

Additional services will be performed on an hourly basis in accordance with the Engineer's current fee schedule unless otherwise agreed upon by the City and the Engineer.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SCHEDULE OF FEES¹

Item	Description	Billing Basis	Total Amount
A	Collection System Assessment	Lump Sum	\$15,000
B	Wastewater Treatment Facility & Lift Station Evaluation	Lump Sum	\$9,000
C	Collection System Action Plan Development	Lump Sum	\$18,000
BASE PROPOSAL TOTAL			\$42,000.00
D	Optional - Web-Based GIS Map Development	Lump Sum	\$12,500

¹ Additional Services will be performed only upon authorization by the City and will be billed in accordance with the Engineer's current hourly rate schedule.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance with the Act are subject to late fees as outlined in the regulations as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer will serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it will become null and void.

Sincerely,
CPH Consulting, LLC



Jason R. Shepler, P.E.
VP - North Florida Infrastructure

JRS/bb

Accepted by
City of Key Colony Beach

Freddie Foster
Mayor

Date: _____

ORDINANCE NO. 2026-513

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING ARTICLE XII OTHER DEVELOPMENT REVIEW COMMITTEE PROCEDURES SECTION 101-171 VARIANCES; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Committee serves as an advisory body to the City Commission, providing recommendations on community development, land use, and planning matters that help preserve and enhance the character and quality of life in the City; and

WHEREAS, the City Commission of Key Colony Beach has determined that it is necessary to amend Article XII, "Other Development Review Committee Procedures," specifically Section 101-171 of the City's Land Development Regulations, to modify the meeting procedures of the Planning and Zoning Committee; and

WHEREAS, the City of Key Colony Beach recognizes that regular review and refinement of committee structures, duties, and procedures help eliminate redundancies and better align advisory work with the City's strategic planning goals; and

WHEREAS, the City Commission has reviewed the proposed ordinance and determined that its adoption is in the best interests of the public health, safety, and welfare of the residents of Key Colony Beach, Florida.

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: Amendment

Section 101-171 of Article XII, "Other Development Review Committee Procedures" of the of the Land Development Regulations of the City of Key Colony Beach, Florida shall be amended to read as follows:

Sec. 101-171. - Variances.

- (1) *Initiation.* Any owner, agent, lessee or occupant of land or a structure may apply in writing to the city clerk for a variance, on that land, from the requirements of this chapter, except that no request for a use variance will be considered. Details must be included with the request and be filed with the city clerk together with the established fee for a variance. If the applicant is other than the owner of the property, the written consent of the owner for the variance requested must be submitted with the

application. When the petitioner is a public agency, the city commission may authorize the waiver or reduction of the fee.

(2) *Planning and zoning committee procedure.*

- (a) Upon receipt of a written request, the city clerk will deliver the request to the planning and zoning committee.
- (b) The planning and zoning committee shall make an investigation of the conditions pertaining to the requested variance in advance of the public hearing by the city commission. This investigation shall be at a duly noticed meeting. Mailing of notice of the meeting shall be made by the city to all property owners within three hundred (300) feet of the boundaries of the property which is the subject of the variance request.
- (c) The planning and zoning committee, shall make their recommendation to the city commission in writing, based upon the standards in (5) below. They may recommend approval or disapproval of the variance ~~or may recommend approval of the same subject to such specified conditions as it may deem to be necessary or advisable in furtherance of the provisions of this chapter.~~ Reasons for the recommendation shall be stated.
- (d) If the ~~Board~~ planning and zoning committee is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the ~~Board~~ planning and zoning committee. The City will conduct any required public hearings or quasi-judicial proceedings where required.

(3) *City commission procedure.*

- (a) After receipt of the planning and zoning committee report, ~~or after the planning and zoning committee does not timely consider a request under section 101-171(2)(d) above,~~ the city commission shall give notice in a newspaper stating the date, time and place of a city commission public hearing as provided for in section 101-173.
- (b) After their public hearing the city commission may approve or disapprove the requested variance or may approve the same subject to specified conditions as it may deem to be necessary or advisable in furtherance of the provisions of the zoning ordinance. If the applicant desires to present evidence not presented to the planning and zoning committee, the matter shall be returned to the planning and zoning committee for further deliberation and recommendation unless the city commission finds by majority vote that the new evidence is insignificant or unsubstantial.
- (c) The commission shall state reasons for their decision, based on the standards detailed in (5) below.
- (d) The decision of the city commission shall be final. No new request for similar action concerning the same property may be made to the city commission or planning and zoning committee for a period of not less than six (6) months after the date of said decision by the city commission.

(4) *Effective period.* A building permit application must be submitted within twelve (12) months of variance approval otherwise the approval expires. Any extension of up to twelve (12) months may be granted by the city commission for good cause.

(5) *Standards for granting variances.*

(a) *Specific criteria:*

- (1) The applicant shall demonstrate a showing of good and sufficient cause;
- (2) Failure to grant the variance would result in unnecessary hardship to the applicant;
- (3) Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance, or cause fraud or victimization of the public;
- (4) Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district;
- (5) Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of established development patterns.

(b) *Recommendations to the city commission.*

- (1) If all five (5) specific criteria are met, then the planning and zoning committee shall recommend approval to the city commission. Approval by the city commission would be by majority vote of the city commission.

If the planning and zoning committee finds the five (5) specific criteria are not met, they shall recommend disapproval of the variance unless they specifically find that the granting of the variance will have minimal adverse effect on other citizens of the city or on the city. Approval of a variance where all five (5) specific criteria are not met shall require a favorable vote of four-fifths ($\frac{4}{5}$) of the city commission.

- (2) *Conditions.* ~~The planning and zoning committee may recommend, and t~~ The city commission may prescribe appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.

- (3) *Use variance.* Under no circumstances shall the city commission grant a variance to permit a use not generally permitted in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

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.

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

FIRST READING by the City of Key Colony Beach City Commission, this 16th day of July 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 20th day of August 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 20th day of August 2026.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE 2026-514

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES, ENTITLED BUILDINGS; ARTICLE II. DANGEROUS STRUCTURES; AMENDING SECTION 6-37 CERTIFICATION AND RECERTIFICATION OF EXISTING AND FUTURE MULTI-STORY STRUCTURES; 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 Commission desires to establish local administrative procedures consistent with Section 553.899, Florida Statutes, and other applicable provisions of Florida law governing milestone inspections and structural safety inspections; and

WHEREAS, the City Commission determines that adoption of this ordinance promotes accountability, public confidence, and compliance with state-mandated building safety requirements; and

WHEREAS, the City Commission finds that this ordinance is in the best interests of the health, safety, and welfare of the citizens of the City of Key Colony Beach, Florida.

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 6-37 of the Code of Ordinances

Section 6-37 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

Sec. 6-37. - ~~Certification and r~~Recertification of existing and future multi-story structures.

~~The city commission hereby adopts the regulations for the establishment of a certification and recertification process for existing and future multi-story structures located within the city limits of the City of Key Colony Beach, Florida, as authorized by Florida Law, SB 4d, as adopted in the 2022 Special Legislative Session, and further codified in the Chapter 2022-269, Laws of Florida.~~

- (1) For the purpose of this section, recertification shall be construed to mean the requirement for a specific inspection of existing buildings and structures and furnishing the Building Official with a written report of such inspection as prescribed herein.
 - a. Such inspection shall be for the purpose of determining the general structural condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical systems pursuant to the Building Code.
 - b. Inspections may only be performed by licensed, qualified professional engineers.
- (2)
 - a. All buildings, regulated by Sec. 553.899, F.S. shall be recertified in the manner described below where such buildings or structures have been in existence for 25/30 years or longer, as determined by the Building Official, who shall at such time issue a Notice of Required Inspection to the building owner.
 - b. Subsequent recertification shall be required at ten (10) years interval.
 - c. In the event a building is determined to be structurally and electrically safe under the conditions set forth herein, and such building or structure is less than twenty-five (25) years of age, recertification shall not be required for a minimum of ten (10) years from that time, or age twenty-five (25), whichever is the longer period of time.
- (3)
 - a. The owner of a building or structure subject to recertification shall furnish, or cause to be furnished, within 90 days of Notice of Required Inspection, a written report to the Building Official, prepared by a Professional Engineer or Architect registered in the State of Florida, certifying that each such building or structure is structurally and electrically safe, or has been made structurally and electrically safe for the specified use for continued occupancy.
 - b. Such written report shall bear the impressed seal and signature of the Responsible Engineer or Architect who has performed the inspection.
 - c. Such Engineer or Architect shall undertake such assignments only where qualified by training and experience in the specific technical field involved in the inspection and report.
 - d. Such report shall indicate the manner and type of inspection forming the basis for the report and description of any matters identified as requiring remedial action.
 - e. There shall be immediate notification to the Building Official upon discovery of any material failure, unsafe condition or threat to the health, welfare or safety of the occupants of the building. Upon receipt of such notification during the recertification process, the Building Official shall have the ability to immediately issue a stop work order for the building and declare the cessation of use of the building.

- f. In the event that repairs, or modifications are found to be necessary resulting from the recertification inspection, the owner shall have a total of one hundred and eighty (180) days from the date of the Phase Two Inspection Report in which to complete indicated repairs or modifications which shall be executed in conformance with all applicable sections of the Building Code.

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

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 16th day of July 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 _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 20th day of August 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 20th day of August 2026.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

RESOLUTION NO. 2026-09

**A RESOLUTION OF THE CITY OF KEY COLONY BEACH,
FLORIDA, IMPOSING THE ANNUAL STORMWATER UTILITY
SPECIAL ASSESSMENTS FOR FISCAL YEAR COMMENCING
OCTOBER 1, 2026; APPROVING THE ASSESSMENT ROLL;
PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Key Colony Beach, Florida (the "City) enacted Article 1 of Chapter 15 of the Code of Ordinances, City of Key Colony Beach, Florida (the" Code"), which establishes a Stormwater Utility and authorizes the imposition of annual Stormwater Assessments for Stormwater Utility services, facilities, or programs against certain Assessable Property with the City; and

WHEREAS, the imposition of a Stormwater Utility Service Assessment for Stormwater collection and treatment services, facilities and programs are an equitable and efficient method of allocating and apportioning Stormwater Costs among parcels of Assessable Property located in the City; and

WHEREAS, a Stormwater Utility Service Assessment was initially imposed upon all property within the City commencing October 1, 2011, which rate was established in Chapter 15, Section 15-4 of the Code, and

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for Fiscal Year 206-2027, and the Assessable Property in the City will be subject to the previously established amount for the Stormwater Utility; and

WHEREAS, as required by Code the Assessment Roll has been filed with office of the City Administrator, and a notice of public hearing has been published; the proof of publication being attached hereto as Exhibit "A".

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

Section 1. This Resolution is adopted pursuant to the Code, Sections 166-021 and 166.041, Florida Statutes, and other applicable provisions of law.

Section 2. This Resolution is the Initial Assessment Resolution as defined in the Code. All capitalized terms in this Resolution shall have the meanings defined in the Code.

Section 3. (A) It is hereby ascertained and declared that each parcel of the Assessed Property within the City will be specially benefited by the City's provision of stormwater utility services in an amount not less that the Stormwater Utility Service Assessment for such parcel, computed in the same manner set forth in Code.

(B) The method of computing and apportioning the Stormwater Utility Assessment described in the Code is hereby approved.

(C) For Fiscal Year 2026-2027, the Stormwater Cost shall be allocated among all parcels of Assessed Property, based upon each parcel's classification as Residential or Commercial. The service assessment imposed shall be the rate of ~~\$80.00~~ \$84.00 per residential unit or residential vacant lot or ~~\$80.00~~ \$84.00 per commercial parcel.

Section 4. The Stormwater Assessment Roll currently on file in the office of the City Clerk and incorporated herein by reference is hereby approved.

Section 5. (A) The Stormwater Utility Service Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, counties, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(B) As to any Property that is acquired by a public entity through condemnation, negotiated sale or otherwise prior to adoption of the next Annual Assessment Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the City Commission of the Annual Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Assessment.

Section 6. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

Section 7. This resolution shall take effective immediately upon its adoption.

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PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on July 16, 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 DiFrancisco	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

Freddie Foster, Mayor

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

EXHIBIT 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)

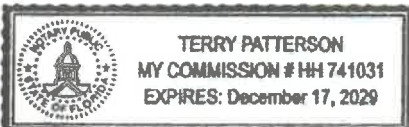
June 25, 2026

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 25th day of JUNE, 2026.

(SEAL)


Notary

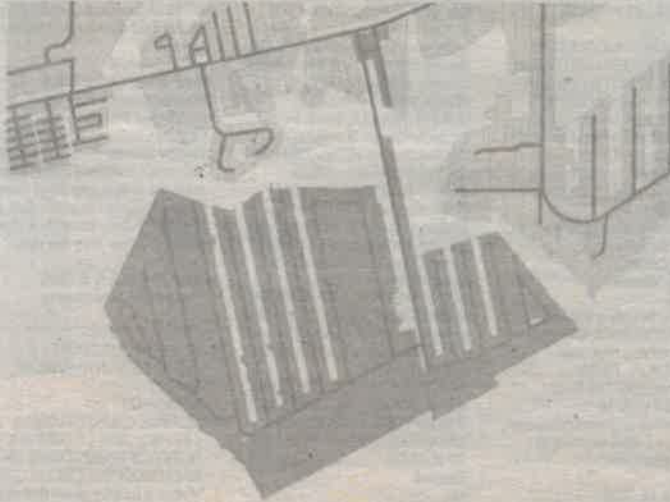


City of Key Colony Beach

PO Box 1000, Key Colony Beach, Florida • Phone 305-289-1212 • Fax 305-289-1213



NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF STORMWATER SERVICE SPECIAL ASSESSMENTS



Notice is hereby given that the City Commission of Key Colony Beach, Florida, will conduct a public hearing to consider imposing stormwater service assessments for the Fiscal Year beginning October 1, 2026, against properties located within the incorporated area of the City, to fund the cost of stormwater management services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.

The public hearing will be held at 3:30 p.m. on July 16, 2026, at the City of Key Colony Beach - Marble Hall, 600 W. Ocean Drive, Key Colony Beach, FL 33051 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

It is the policy of the City of Key Colony Beach to comply with all requirements of the Americans with Disabilities Act (ADA). 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.

The Stormwater Service Assessments are proposed to fund the City's cost to provide Stormwater Management Services in the area shown above. The Stormwater Service Assessments are imposed upon each lot and parcel within the City for services and facilities provided by the stormwater management utility. For purposes of imposing the Stormwater Service Assessment, all lots and parcels within the City are classified into the following two customer classes: (1) Residential, which includes vacant properties zoned residential and (2) Commercial, which includes governmental, hotels and other.

The Stormwater Service Assessment imposed shall be the rate of eighty-four dollars (\$84.00) per residential unit or residential vacant lot and eighty-four dollars (\$84.00) per commercial parcel. The total annual stormwater assessment revenue to be collected within the City of Key Colony Beach for the upcoming fiscal year is estimated to be \$130,000.

Copies of the ordinance and other legal documentation for the assessment program are available for inspection at the City Clerk's office, located at City Hall - 600 West Ocean Drive, Key Colony Beach, FL 33051.

If you have any questions, please contact the City at 305-289-1212, Monday through Friday between 9:00 a.m. and 4:00 p.m.

RESOLUTION 2026-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING THE FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MONROE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 1, 2026, the Honorable Scott P. Russell, Property Appraiser of Monroe County, Florida (the "Property Appraiser"), served upon the City of Key Colony Beach (the "City"), a "Certification of Taxable Value" certifying to the City its 2026 taxable value; and

WHEREAS, the City Commission has reviewed the taxable value supplied by the Property Appraiser in accordance with Section 200.065, *Florida Statutes*, et seq.; and

WHEREAS, the provisions of Section 200.065, *Florida Statutes*, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the City Commission desires to announce the dates of the first and second public hearings to the Property Appraiser.

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

Section 1. The proposed millage is declared to be 2.8340 mills, which is \$ 2.8340 per \$1,000.00 of assessed property within the City of Key Colony Beach, Florida. The proposed millage is 4.33% greater than the rolled back rate.

Section 2. The current year rolled-back millage rate, computed pursuant to Section 200.065, *Florida Statutes*, is 2.7164 mills, which is \$2.7164 per \$1,000.00 of assessed value.

Section 3. The maximum millage rate which may be adopted by a *majority vote* of the governing body, pursuant to Section 200.185, *Florida Statutes*, is 2.7164 mills, which is \$ 2.7164 per \$ 1,000.00 of assessed value.

Section 4. That the date, time, and place of the first and second public hearings are

set by the City Commission as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
Thursday, September 10, 2026	5:05 p.m.	Temporary Meeting Place of the City Commission of Key Colony Beach, The Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida
Thursday, September 17, 2026	5:05 p.m.	Temporary Meeting Place of the City Commission of Key Colony Beach, The Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on the 16th day of July, 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

THE CITY OF KEY COLONY BEACH, FLORIDA

Mayor Foster, City of Key Colony Beach

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

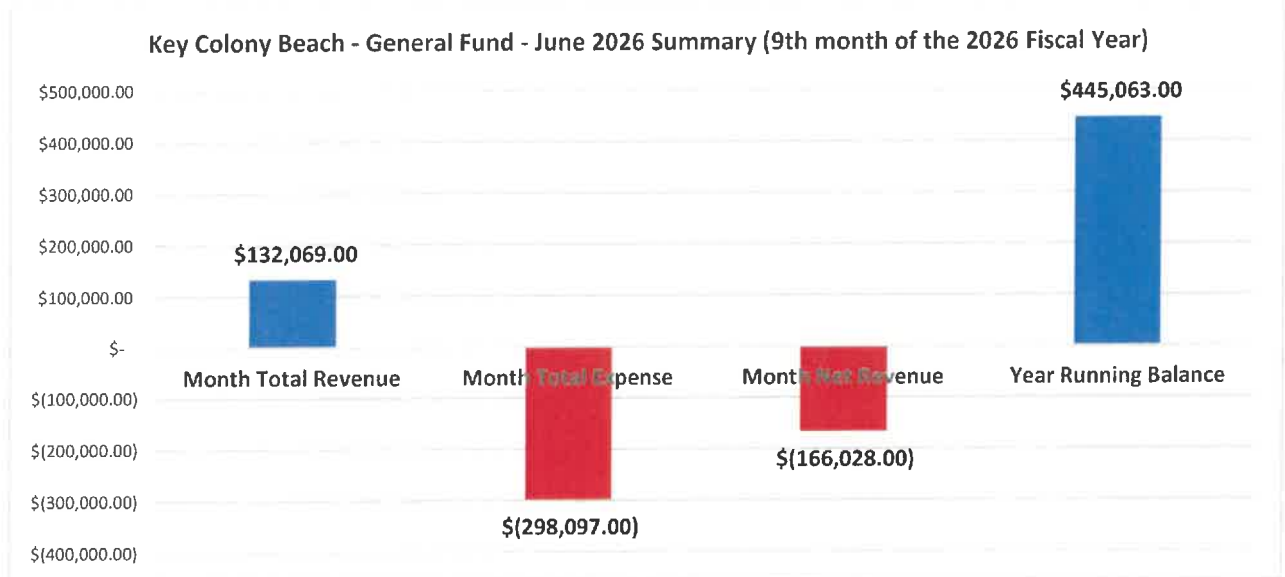
Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

City of Key Colony Beach Treasurer's Report – July 16, 2026

June 30, 2026, financial summary – General Fund

✓ 9th Month of the 2026 fiscal year budget, Monthly Plot below:



Revenue Comments:

- Ad-Valorem at 99.9% of budgeted target
- Total Revenue in good shape

Expenses Comments:

- Total expenses remain under budgeted target
- Areas remain over budget for expenses at this time:
 - Legislative
 - Financial and Adm

Building Fund:

- Year-to-date status remains in good shape, at a positive \$70,715.00

Grant Status:

- City Hall Hardening grant fund has been fully utilized, final submission to be completed for the remaining balance of funds for reimbursement.

Infrastructure Fund:

- \$1,368,598.00 expensed in June 2026 for the City Hall project

City of Key Colony Beach Treasurer's Report – July 16, 2026

June 30, 2026, financial summary – Wastewater/Stormwater

- ✓ 9th 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:

- Expenses over budget - driven by:
 - Sludge hauling
 - Plant maintenance
 - Consulting
 - Staff Salaries
- Phase 1 membrane replacement - final bill completed this month

Stormwater:

Checking/Savings balance \$638,108.89

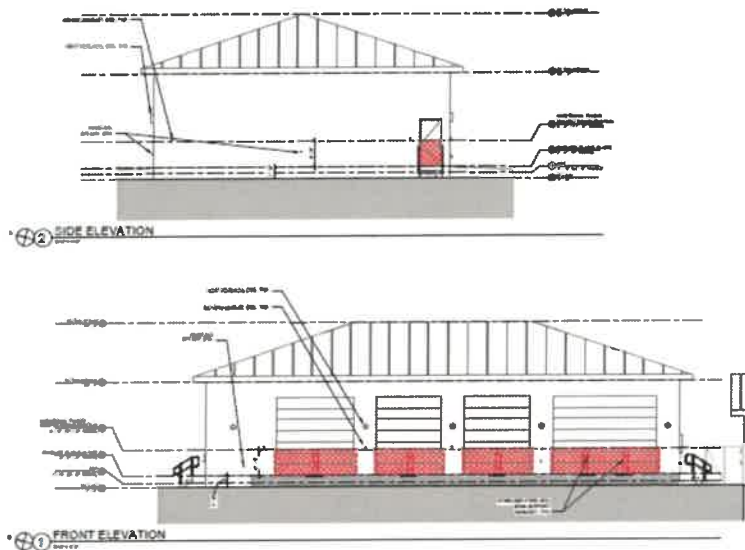
Revenue: Stormwater fees collected for YTD at 105% of budget

Key Colony Beach – City Commission Meeting 16JL26

Commissioner Updates:

City Maintenance Building, Dry Floodproofing Update

- Phase I – Engineering Design Phase, Budget requested change has been approved by FEMA, \$53,856.00 budget amount approved. Next steps to update the contract for the city and FEMA to approve the reimbursement.



- Phase II – execution phase
 - The project has been approved by FEMA. The State is working on updating the contract for the city and FEMA's signature approvals. Federal share \$196,950.00, Local share \$21,883.40.