

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, October 22nd, 2026, 10:00 AM

At the temporary meeting place for the City of Key Colony Beach
The Key Colony 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, Pledge of Allegiance, Prayer, & 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 – Fire Chief Shana Rogers – **Pg. 1**
 - b. Police/Code Enforcement – Chief of Police Jamie Buxton – **Pgs. 2-9**
 - c. City Administrator – John Bartus – **Pgs. 10-11**
 - d. Public Works – Public Works Department Head Mike Guarino – **Pgs. 12-13**
 - e. Building Department – Building Official Tony Lorenzo – **Pgs. 14-15**
 1. Request for a Permit Fee Waiver for the Building Permit Extension for 215 15th Circle – **Pg. 16**
 - f. City Hall – City Clerk Silvia Roussin – **Pgs. 17-19**
 1. Water Quality Report – **Pgs. 20-21**
 2. TDC Project Funding – **Pg. 22**
 3. Budget Transparency & Budget in Brief – **Pgs. 23-44**
 - g. Beautification Committee – Chair Sandy Bachman
 - h. Planning & Zoning Board – Chair George Lancaster
 - i. Recreation Committee – Chair Cindy Catto
 - j. Utility Board – Chair Fred 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 member must, at the beginning of the open session, ask that the action be moved to the discussion action item section.)*
 - a. Approval of the following City Commission Meeting Minutes
 1. 09-10-2026 City Commission First Budget Hearing – **Pgs. 45-46**
 2. 09-17-2026 City Commission Regular Meeting & Public Hearing – **Pgs. 47-55**
 3. 09-17-2026 City Commission Final Budget Hearing – **Pgs. 56-57**
 - b. Approval of Warrant No. 0926 for \$1,670,951.18 – **Pg. 58**
- 7. Discussion Action Items**
 - a. Discussion/Review of Fire/EMS Operating Fee increases by the City of Marathon – **Pgs. 59-71**

Members of the public may speak for three minutes and may speak only once...unless waived by a majority vote of the commission.” Letters submitted to the City Clerk to be read at the Commission Meeting will be part of the record but will not be read into the record.

Persons who need accommodations to attend or participate in this meeting should contact the City Clerk at 305-289-1212 at least 48 hours before this meeting 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 that 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.

- b. Discussion/Approval to Award ITB 2026-04 Clean and Camera of the City Sewer Lines, per the Recommendation of the Utility Board
 - 1. ITB 2026-04 – **Pgs. 72-90**
 - 2. Bid Tabulations – **Pgs. 91-92**
 - 3. Recommendation by the Utility Board ***TBA 10-20-2026 Meeting*
- c. Discussion/Approval of a Proposal by Veolia for the Purchase of Membranes for \$118,760.00, per the Utility Board's recommendation ***TBA 10-20-2026 Meeting* **Pgs. 93-109**
- d. Discussion/Approval of a Proposal by Material Handling Systems for Crane Repairs in the amount of \$34,227.00, per the recommendation of the Utility Board ***TBA 10-20-2026 Meeting* – **Pg. 110**
- e. Discussion/Approval for a Request for a Lot Split and Party Wall Agreement for the Property located at 230-232 Sadowski Causeway, per the Recommendation of the Planning & Zoning Board ***TBA 10-20-2026 Meeting* – **Pgs. 111-134**
- f. Discussion/Approval of the placement of the Sailfish Statue and Fountain in the City Hall Garden, where the red tree currently stands, per the Beautification Committee's recommendation

8. Ordinances & Resolutions:

- 1. **FIRST READING OF ORDINANCE NO. 2026-516:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending The City Of Key Colony Beach Code Of Ordinances And Land Development Code To Amend Article II (Definitions) Of The Land Development Code; To Amend Article III (District Regulations) Of The Land Development Code; To Amend Article VIII (Floodplain Management) Of The Land Development Code; To Amend Code Of Ordinances, Chapter 6 (Buildings) Related To Amending The Florida Building Code For Flood Hazard Areas; Providing For Severability, Applicability And Codification; And Providing For An Effective Date. – **Pgs. 135-191**
- 2. **FIRST READING OF ORDINANCE NO. 2026-517:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending Article X. (Signs) Of The Land Development Regulations Related To Government Signs In Zoning Districts Public Buildings And Grounds (PB) And Public Recreation (PR); Specifically Amending Section 101-130 (Purpose And Definitions) To Provide For A New Definition Of Government Signs, Amending Section 101-131 (Prohibited Signs) To Remove Prohibitions On Government Signs, And Amending Section 101-133 To Exempt Government Signs In Zoning Districts Public Buildings And Grounds (PB) And Public Recreation (PR); Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability, Repeal, And Codification In The Land Development Regulations; And Providing For An Effective Date. – **Pgs. 192-195**
- 3. **FIRST READING OF ORDINANCE NO. 2026-518:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending Article II. (Definitions) And Article IV. (Supplemental Regulations) Of The Land Development Regulations Related To Government Property Adornments In Zoning Districts Public Buildings And Grounds (Pb) And Public Recreation (PR); Specifically Amending Section 101-8 (Definitions) Of The Land Development Regulations To Provide For A New Definition Of Government Property Adornment, And Amending Section 101-26 (Accessory Structures And Uses) To Establish Regulations Related To Government Property Adornments; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability, Repeal, And Codification In The Land Development Regulations; And Providing For An Effective Date. – **Pgs. 196-199**

9. Secretary-Treasurer's Report

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- a. September 2026 Financial Summary – Pgs. 200-202

10. City Attorney's Report

11. Commissioners' Reports & Comments

a. Commissioner Harding

1. CDC Wastewater Sampling Update
2. Golf fee updates
3. FDOT Card Sound Road Bridge update
4. 2027 Public Parks/Recreation funds

b. Commissioner Diehl

5. Key Colony Beach 70th Birthday Committee Update

c. Commissioner DiFrancisco

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 Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida 33051.

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89676240504?pwd=hZabxJfmXu84K8vhXFyMCHLS32p1gb.1>

Passcode: 499168

Phone one-tap:

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+13092053325,,89676240504#,,, *499168# US

Join via audio:

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+1 309 205 3325 US
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+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US
+1 719 359 4580 US
+1 253 205 0468 US
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Webinar ID: 896 7624 0504

Passcode: 499168

International numbers available: <https://us02web.zoom.us/j/89676240504?pwd=hZabxJfmXu84K8vhXFyMCHLS32p1gb.1>

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CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 9/30/2026
To: Honorable Mayor and City Council members
From: Shana J Rogers, Fire Chief
Through: Steve Williams, Interim City Manager
Subject: September Month End Report

MARATHON RESPONSES	September
Fire Incidents	5
Hazardous Condition	6
EMS	139
Inter-facility Transfers	40
False Alarm/No Emergency	24
Public Service	30
Rescue	1
Total for Month:	245
Total Calls for Calendar 2026:	1757

KCB RESPONSES	September
Fire Incidents	0
Hazardous Condition	0
EMS	7
False Alarm/No Emergency	2
Public Service	3
Rescue	0
Total for Month:	12
Total Calls for Calendar 2026:	105

FIRE PREVENTION – AFM Card	September
Fire Inspections	16
Fire Safety Plan Review	31
Occupational or Annual License Inspections	
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS – Inspector Good	September
Total Applications Processed	118
Vacation Rental Fire Inspections	100
Total VR Fees Collected	148,775.00
Agent/Local Contacts Trained	124
Total VR Licenses Issued	97

**Commission Meeting Report
Key Colony Beach Police Department
September 17, 2026, to October 14, 2026
Chief Jamie Buxton**

A. REPORTS

1. **09/17/2026**
 Report Number KCBP26OFF000039
 13100 Overseas Highway
 Trespassing: Business/Theft
 Result: Arrest Made

2. **09/18/2026**
 Report Number KCBP26OFF000040
 10th St
 Trespassing
 Result: Ongoing Investigation

3. **10/04/2026**
 Report Number KCBP26OFF000041
 W Ocean Dr
 Petit Theft
 Result: Ongoing Investigation

4. MEDICAL/ALARM CALLS

Total Calls: 2

5. CALLS FOR SERVICE

Total Calls: 24

9/17/2026-Welfare Check-Sadowski Cswy- Reference a female walking down the road yelling at people. She was on the phone-855

9/18/2026-Open Door-13th St-Open garage door-Residence was secure-860

9/19/2026-Assist citizen-W Ocean Dr-Requesting a drive thought of the condo property at night-856

9/19/2026-Juvenile Problem-E Ocean Dr-Report of kids standing on the railings of the fishing pier- Kids were removed from the property-856

9/20/2026-Resource Check-Sunset Park-Negative Violations-856

9/21/2026-Burglary in Progress-9th St-Workers went into the wrong residence-855

9/27/2026-Suspicious Vehicle-8th St-Vehicle parked at pickle ball courts-Unoccupied-857

9/29/2026-Burglary: Residential-Civil Matter-Negative on a crime-857

9/30/2026-911 Hangup-Coury Dr-Home under construction-Call did not come from a cell phone- Unable to locate-858

10/01/2026-Civil Matter-W Ocean Dr-Ongoing Civil Issue-858

10/01/2026-Resource Check-Vaca Cut Bridge-Negative Violations-858

10/01/2026-Civil Matter-W Ocean Dr-Ongoing civil issue-855

10/02/2026-Hazard-Sadowski Cswy-Called in reference a vessel on a trailer that was not tied down-Negative contact-856

10/02/2026-Marine Violation-10th St-Called in that there was a queen conch in the freezer-It was a horse conch, which is legal-856

10/02/2026-Assist Citizen-W Ocean Dr-Trailer Parking Questions-858

10/03/2026-Resource Check-Sunset Park-Negative Violations-856

10/04/2026- Resource Check-Sunset Park-Negative Violations-856

10/04/2026-Animal Incident-9th St-Dog off leash-Owner located and returned-856

10/05/2026-Traffic Offense-12th St-Truck parked in roadway-Moved Along-855

10/08/2026-Assist Citizen-W Ocean Dr-Ongoing civil issue-856

10/09/2026-Traffic Offense-5th St-Vehicle parked in roadway-warning issued and moved along-858

10/10/2026-Disturbance-Sadowski Cswy-Subject yelling next door. Officer advised everything was ok-858

10/11/2026-Suspicious Person-E Ocean Dr-Fishing on private property-Advised of Property Lines and moved along-855

10/13/2026-Assist Citizen-W Ocean Dr-Ongoing civil issue-856

6. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 69

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

Total: 20

8. CITATIONS/WARNINGS

1. Traffic Citations: 2
2. Traffic Warnings: 16
3. Code Citations: 0
4. Code Warnings: 1
5. Resource Checks/Marine Life: 4

ADDITIONAL EVENTS:

The Police Department was honored to receive an official 911 Proclamation at the recent City Commission Meeting.



SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 10/14/2026

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: Open

Fire Protection, Classes of Fire: There are 5 major classifications of fire known as A, B, C, D and K.

2ND ITEM: ADDRESS SAFETY TOPIC(S)

"Fire requires three elements which are fuel, heat and oxygen, known as the fire triangle, and in the right combination the resulting chemical reaction can cause a fire. The key to extinguishing a fire is to remove at least one of the elements from the fire." (www.weeklysafety.com)

3RD ITEM:

: The most common fire extinguishers are rated ABC. However, there are the other types of fires that the ABC are not to be used on.

4TH ITEM: RESOLUTIONS: Check that the fire extinguisher in your patrol vehicle and/or station is rated ABC.

DISCUSSION: - Expiration tags attached to the fire extinguishers.

5TH ITEM: CONCLUSION

If the fire extinguisher in your vehicle and/or at the station has an expired date, be sure to notify a supervisor. Fire extinguishers are inspected and fully charged each year by Monroe County Fire Equipment.

CODE ENFORCEMENT COMMISSION REPORT

Reporting Period: September 10 – October 13

1. Executive Summary & Administrative Activities

- **System Optimization:** Collaborated with **Citizenserve** to resolve system reporting errors. Successfully developed and finalized a custom report to accurately track all issued warnings.
- **Historical Case Audits:** Reviewed historical open-citation disputes from previous code enforcement staff. Closed multiple cases due to insufficient historical documentation and photos.
- **Asset Maintenance:** Facilitated scheduled vehicle maintenance for the department **golf cart**.
- **Supervisor Briefings:** Prepared and submitted focused internal investigation reports regarding political sign compliance and active rental property violations to departmental leadership.

2. Operations & Field Inspection Overview

Trash, Recycling, and Solid Waste Management

- **Accumulation & Debris:**
 - Verified compliance at **9th St.** where a resident cleared yard cuttings from behind front bushes.
 - Issued a direct notice to the store manager at **Circle K** regarding palm frond accumulation; management committed to immediate cleanup.
- **Disposal Compliance:** Issued multiple warnings and follow-up emails across the city for garbage/recycling bins placed out before noon or left on the right-of-way past 24 hours.
- **Commercial Violations:** Issued consecutive warnings (including a formal 2nd warning door hanger) to **The Colony Inn Restaurant** for failing to secure dumpster gates and allowing garbage/debris to accumulate.

Lot Maintenance & Vegetation Control

- **Vacant Lot Overgrowth Sweeps:** Formally contacted all owners of vacant lots regarding necessary vegetation trimming. Confirmed commitments from all owners to have their lots brought into compliance between October 14 and October 15.
- **Compliance Inspections:** Performed a scheduled lot maintenance inspection on a vacant lot; the owner fully complied. Issued a reminder notice to a real estate agent on **13th St.** to contact the property owner regarding mandatory lot upkeep.

Trailer Lot Management & Right-of-Way Enforcement

- **Permit & Decal Operations:** Dedicated significant field hours to inventorying and updating the boat trailer lot, successfully affixing **over 50 new and renewal parking permit decals** throughout the month.
- **Right-of-Way Infractions:**
 - Issued multiple warnings for unauthorized boat and utility trailers parked on city rights-of-way (including actions on **1st St.** and **12 St.**).
 - Issued **2 warning citations** for trailers parked at the lot without valid municipal permits.
- **Residential Limits:** Addressed a duplex-to-single-family home conversion on **9th St.** involving multiple trailers. Spoke directly with residents to clarify that municipal code limits parking to **one trailer per dwelling unit**.

Rental Property & Licensing Compliance

- **Systemic Audit:** Initiated a comprehensive city-wide investigation into all active rental properties to verify owner and property manager compliance.
- **Licensing Support:** Coordinates with City Hall to resolve pending cases, enabling compliant property owners to successfully secure their rental licenses.
- **Listing Verifications:** Intervened with property managers to enforce rental listing requirements, ensuring mandatory vehicle capacities and license tag numbers are accurately documented.

Building Code, Construction, and Site Safety

- **Permit Verification:** Conducted active site inspections at **4 active construction zones** and an additional site on **12 St.**; all locations were found to be fully permitted and under code compliance.
- **Inter-Departmental Referrals:**
 - Alerted the Building Code Department to a waterfront site unloading construction material (confirmed to have property owner permission).
 - Referred an unresolved **2-month-old paver compound abandonment** case to Building Code after a formal door notice went missing.
- **Pool Safety:** Issued a priority warning to a property manager regarding an unsecured, open rear gate surrounding a swimming pool.

Signage & Commercial Regulations

- **Political Signage:** Conducted proactive city-wide sweeps to inspect political sign placements, ensuring compliance with local setbacks and zoning codes. Formally educated residents on applicable regulations.
- **Commercial Signs & Ads:** Enforced removal of an unauthorized rental sign from a front property line and successfully removed a commercial advertisement sign that had exceeded its **30-day legal limit**.

- **Business Licensing:** Contacted local restaurant management to audit and facilitate mandatory business license renewals.

Nuisance Mitigation & Public Inquiries

- **Lighting Nuisance:** Resolved a persistent residential lighting complaint on **12 St.** Issued a final warning to the non-compliant property owner and formally established required curfew operating hours (**6:00 PM – 10:00 PM**). Maintained continuous communication updates with the complainant.
- **Public Advisory:** Fielded citizen inquiries regarding the local rules, regulations, and operational parameters for operating **golf carts** within city limits.

3. Performance & Case Statistics

- **Storm Contingency:** Utilized poor weather days (**9/30–10/1**) to pivot from field operations to internal administrative duties, successfully compiling evidence packages for superior review on major rental violations.
 - **Case Closures:** Successfully resolved and closed **over 15 active enforcement cases** upon verification of compliance or receipt of citation payments.
-

City of Key Colony Beach

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



Date: October 14, 2026

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. TDC Capital Project Grants: The local District Advisory Council (DAC III) met on September 29 to make their recommendations on our grant applications – we got everything we applied for this year. The TDC will then pass them along to the County Commission for final approval and authorization; this meeting takes place in December. Our successful applications for TDC “Bricks & Mortar” grants include 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. I am now working with staff to prepare bid packages to be released upon signed agreements with Monroe County.
2. Along with City Clerk Silvia Roussin, met with Kelly Gibson from OVID as well as Jody McCormick and Lecia Behenna from Florida Commerce to discuss the CDBG Small Cities grant as well as strategize our approach to future grant opportunities. Concerning the CDBG Small Cities grant, we were one of 72 applications requesting more than \$130 million out of a pot of just \$22 million. The call, however, went very well, and the Florida Commerce staffers pledged to work with us to find future funding.
3. Along with City Clerk Silvia Roussin, opened bids for our Sewer Line Cleaning & Camera Project (ITB 2026-04). I reviewed the nine bids received, and I am passing along my report to the Utility Board who will make a recommendation for the City Commission to consider.
4. Worked with our City Clerk and RMPK to submit two applications for FRDAP grants, one each for 1st Street Park and 7th Street Park improvements and enhancements.
5. Met with the Recreation and Beautification Committees; will have met with the Utility Board and Planning & Zoning as they discussed and considered their agenda items, some of which are up for Commission consideration today.
6. Worked with our City Clerk as well as engineering and legal to post ITB 2026-03, WWTP Tank Painting bid. This was a particularly complex bid that required specific conditions so that the paint manufacturer’s warranty will be upheld. There have been five rounds (so far) of

bidders' Questions & Answers, and the mandatory pre-bid site visit drew several bidders to see the project site. Bids are due November 2, and the evaluation committee will meet on November 9 to make a recommendation to the Utility Board, who will then pass their recommendation along to the City Commission.

7. Continued working with Vice Mayor Colonell on donations and elements of the sailfish sculpture that will re-create our City Logo as a three-dimensional fountain in the "grassy knoll" area adjacent to City Hall and in front of the Post Office.

8. Met with the local workgroup tasked with determining a strategy for the next \$100 million authorization under the Florida Keys Water Quality Improvement Program. This Congressional authorization will be funded through earmarks sponsored by our local Representative, and they are looking for projects to consider for Fiscal Year 2028. The funding will be channeled through the Army Corps of Engineers and the split among the local stakeholders will be along the same lines as the Stewardship ILA. Funding likely will be available incrementally for local projects over the next ten years.

9. Continued our ongoing meetings with the County and other municipalities concerning street elevation and resilience studies.

John Bartus
City Administrator, Key Colony Beach

Public Works Staff Report

Report for October 15th, 2026 – City Commission Meeting

- Commissioned sewer lateral perpendicular to the shop for temporary restroom trailer
- Scheduled warranty work on sail shade at the pickleball courts
- Assembled memorial picnic bench
- Irrigated new plantings & causeway
- Installed warning lights and directionals on golf cart
- Repaired all lighting fixtures and electrical outlets at the treatment plant.
- Repaired fountain at Gazebo Park
- Repaired 12v pump on herbicide sprayer
- Citywide herbicide
- Repaired external eyewash station at treatment plant and installed signage
- Painted City Hall trailer door
- Replaced battery in Code car
- Trenched for air conditioning lines to be moved at the post office
- Planted and mulched 36 purple queen plants in front of shop
- Hedged shop, pickleball and treatment plant
- Completed PMs on 2 police vehicles, 3 public works vehicles, 1 Code golf cart & 1 Building Department Polaris.
- Set up temporary AC unit for Heather at the Post Office
- Set up and put away all meetings at the Key Colony Inn
- Assisted wastewater plant with purchases
- Closed out FY25-26 public works budget
- Removed damaged city buoy from Monte Christo
- Continued work on updating the city FWC buoy permit
- Irrigation relocation and prep for 7th street park surface bocce paver project 2nd phase
- Replaced damaged shuffleboard scoreboard
- Hedged Causeway

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	10/13/26	Location:	Shop
Time:	0700	Meeting Lead:	Mike Guarino

Attendees: Justin Luisi, Cedric Goethals, Esteban Cabrera, Anthony Battini & Mike Guarino

Absentees: N/A

Topic: Shop Cleanliness

1. Introduction and Presentation of Topic:

It was explained why we keep our shop organized, clean, and equipment sharp, fueled and ready at a moment's notice.

2. Discussion, Questions and Concerns:

The location of all off our tools and safety gear was discussed, as well as our tag out system and the importance of reporting any damaged, broken or lost tools. It was discussed the importance of noticing broken and/or hazards in the field and to report them as soon as possible. Cedric suggested we move all of storm supplies in the overhead to the side of the shop that is easier to get to with the tractor, all agreed

3. Conclusion:

The cleanliness, organization of the shop and the condition of our grounds and facilities are a direct reflection of the department and its readiness.

Building Department Staff Report
Report for October 2026– City Commission Meeting

Tony Loreno – Building Official

- Completed 115 building inspections
- Plan reviews completed: 39
- 8 new construction projects remain active throughout the city.
- The department is continuing to see an increase in new permit activity, reflecting continued construction and investment within the community.
- Daily support continues for Vice Mayor Colonell and the City Hall Renovation Project, including on-site coordination, construction progress monitoring, and ensuring Marble Hall remains accessible and operational throughout the project.
- Continued direct outreach to property owners whose canal-side seawalls showed signs of deterioration. As a result of these notifications, we are pleased to report that 6 seawalls are now actively in process—either undergoing engineering design or already under repair. This reflects strong homeowner response to our safety advisories and ongoing distribution of inspection photographs and courtesy reminders. This outreach is proving to be very effective in helping homeowners understand the importance of deteriorating seawalls and docks. 10 additional letters are pending send out, however, all seawalls noted as “critical” have already been spoken to and are either under repair or actively in discussions with engineers for upcoming repairs.
- Annual rental renewal safety inspections are now complete, with 720 inspections completed by the building department. The program represents a significant operational responsibility for the department. With the current inspection cycle being complete, we are actively putting together data on potential updates for next year to streamline and improve the renewal inspection process.
- The Building Department is working closely with the City Administrator and legal counsel to implement the requirements of HB-803. Staff are reviewing the new state mandates, updating internal permitting procedures, and preparing related code amendments to ensure full compliance as the legislation takes effect.
- 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: 33
- Permits Closed: 97
- 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.
- Completed the city-wide mailers for community outreach documents to meet our yearly CRS requirements.
- Aided contractors and owners with permit-related questions.
- Attended the Uniform Permit Application Workgroup webinar hosted by the Florida Building Commission with a second webinar scheduled for October 16th. These webinars are in response to the requirement of HB 803 for a uniform building permit application to be adopted by the Florida Building Commission and used statewide.
- Organized all paperwork and coordinated issuing two Certificate of Occupancy's for 520 5th Street and 1250 Coury Drive. The city currently has 8 new construction projects underway.
- Attended September & October 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.
- Finalized the safety inspection process for the 2026/2027 year. With 720 inspections being conducted by the building department and less than 10 properties pending inspection follow up. Managed and input all rental inspection reports. Relayed all information to City Hall for license processing.
- Scheduled vacation rental inspections for new license applications received.
- Organized and provided documents from the Building Department to be added to meeting agendas.
- Continued working with our permitting system to create reports & streamline permit deadlines.
- Provided monthly closed permits list to MCPA.
- Attended September City Commission meeting.

Wolfe|Stevens
Attorneys at Law

5800 Overseas Highway Suite 3, Marathon, FL 33050 (305) 743-9858

October 6, 2026

Key Colony City Commission
Key Colony Beach, Florida 33051
Via email

RE: 215 15th Circle Permit Fee Waive

Dear, Mayor Foster Vice-Mayor Colonell, Commissioner Harding, Commissioner DiFransico,
and Commissioner Deihl,

My office has been retained to assist Mr. and Mrs. Russell with their extension of their building permit. I would first and foremost like to thank you for extending their building permit for the construction of their new home.

At this time Mr. and Mrs. Russell are requesting that the fees for extending their building permits be waived. Pursuant to the Code of Ordinances Key Colony Beach Florida Chapter 6-7(d) the city commission may grant an expedition not to exceed one year, which you graciously did at the last meeting. 6-7(d) further states "Unless otherwise directed by the city commission, the monthly fee payable in advance for the extension shall be ten (10) per cent of the original building fees including impact fees and sewer connection fees for issuance of the permit. After the extension has expired, the permit shall be null and void." This gives you as commissioners the ability to waive the monthly extension fee.

In the particular case the fee would be approximately \$7,500.00 per month. The Russells have been long time owners within the City of Key Colony owning the above property and 240 13th Street. They have hired a reputable local contract, Pedro Falcon, who has bene working on the construction project since its inception. The delays are not a result of any negligence of the owner or contractor but rather matters outside their control. In the current market are delays due to shortages in both the supply chain and work force. Upon the completion of the construction the property will be reassessed on for the tax role and the City of Key Colony Beach will be a benefactor of the improvements, as will the Russells.

In closing we are asking for your continued grace in waving the monthly extension fees.

Should you have any questions do not hesitate to contact me at (305)743-9858 or
stevens@marathonlaw.com.

Sincerely,


Patrick M. Stevens

City Clerk's Office – Monthly Staff Report

October 2026

City Clerk Silvia Roussin

- We were informed on October 14 that the Community Development Block Grant (CDBG) application was denied. OVID is currently reviewing alternative grant opportunities.
- Received TDC reimbursements for the Pickleball Shade Project and Bait Preparation Station.
- Received State approval to continue the Shelter Bay Pervious Paver Project utilizing Stewardship Funding.
- Completed the bidding process for the Sewer Line Cleaning and Camera Inspection Project. The Utility Board's recommendation is included on today's City Commission agenda for consideration.
- The Wastewater Plant Painting Project bid is scheduled for City Commission consideration in November.
- CPH continues to develop engineering plans for the Emergency Generator Replacement Project.
- Attended public input meetings regarding proposed capital improvements to 7th Street and 1st Street Parks. Primary feedback included preserving green space, adding shade trees and structures, and providing ADA-compliant restrooms and walkways.
- Completed quarterly grant reporting for the Lift Station Grant, Dry Floodproofing Project, Ocean Water Quality Improvements Project, and Shelter Bay Pervious Paver Project.
- Continued work on the electronic records archival and conversion project. The contractor is currently developing an application to improve access to and management of City records.
- Received and distributed shirts to City Board and Committee members.
- Notified residents of the recently adopted sewer rate changes through the City's website and notices included with quarterly invoices mailed in early October.
- Attended the Fall City Clerks Conference in Palmetto and prepared a memorandum outlining the new budget transparency requirements. The memorandum is attached for reference.
- Completed employee merit pay increases and corresponding payroll system updates.
- Received TDC approval for all six requested projects for Fiscal Year 2026–2027.
- Continued monitoring water quality testing at Sunset Park Beach, with results remaining good.
- Continued providing guidance to candidates regarding campaign treasurer reports and required filing deadlines.
- Completed monthly U.S. Census Bureau reporting related to construction costs for City Hall.
- Attended City Hall construction progress meetings, coordinated with City staff and the contractor, and provided ongoing administrative support.
- Attended the KCB 70th Birthday Committee meeting and assisted with event planning and administrative coordination.
- Completed required public notices for Code amendments and bid solicitations.
- Prepared for and attended Utility Board, Beautification Committee, Recreation Committee, and City Commission meetings and completed corresponding meeting minutes.

City Clerk's Office – Monthly Staff Report

October 2026

- Provided residents with regular updates and notices regarding City events, projects, and activities.
- Attended the monthly legal meeting with the Mayor and City Administrator.
- Responded to resident correspondence and public records requests in accordance with statutory requirements.
- Processed payroll reports, ACH transactions, Florida Retirement System (FRS) and IRS reporting, and wire transfers.
- Managed general correspondence and ongoing human resources responsibilities.

Administrative Assistant / Business Tax Licenses – Par Darnall

- Organized and conducted the October 6 Property Manager Class, including preparation, coordination, and issuance of Certificates of Completion to qualified attendees.
- Processed multiple property ownership transfer applications.
- Facilitated and provided technical support for Zoom meetings, including Beautification, Recreation, Utility, Planning & Zoning, City Commission, and the budget hearings.
- Provided front desk coverage during staff absences and assisted residents and visitors with general inquiries.
- Updated the contract and agreement tracking spreadsheet and City calendar.
- Continued processing FY 2026–2027 rental license renewals, reviewing applications for completeness and identifying outstanding documentation.
- Continued working with CitizenServe through Teams meetings and email correspondence to identify and resolve issues with the new rental license renewal process.
- Assisted property owners and managers with rental license applications, required documentation, and renewal questions.
- Contacted 2025–2026 license holders by phone and email regarding outstanding 2026–2027 renewals.
- Submitted the monthly property ownership transfer report to the City Clerk and provided copies of expired agreements and those scheduled to expire within three months.

License Category	Status	Total
Long-Term / Short-Term Rentals	Issued	661
Long-Term / Short-Term Rentals	In Process	17
Long-Term / Short-Term Rentals	Extension Issued	4
Business Licenses	Issued	24
Business Licenses	Extension Issued	1

Administrative Assistant / Bookkeeper – Linda Jones

- Updated sewer rates and prepared residential and condominium invoices for the first quarter of FY 2027.
- Updated monthly commercial wastewater billing to reflect the new rates.
- Printed and emailed invoices, ensuring the correct billing formats and templates were used.
- Reconciled bank and credit card accounts with supporting documentation.

City Clerk's Office – Monthly Staff Report

October 2026

- Assisted the City Clerk with public records requests.
- Processed vendor invoices, issued checks, scanned invoices into QuickBooks, and maintained electronic and physical records.
- Completed and recorded financial transfers, including payments related to building permits and wastewater obligations owed by the City.
- Worked with vendors to research and resolve billing discrepancies.
- Processed sewer payments, updated customer accounts, and maintained billing records.
- Assisted property owners with billing questions and payment processing.
- Continued training on the preparation of monthly warrants and financial summary reports.
- Prepared financial and budget reports for various departments, including Beautification and Recreation.
- Maintained the Golf Course utility payment tracking spreadsheet.
- Provided front desk coverage and answered incoming calls as needed.
- Recorded principal and interest payments for two City loans.
- Processed and recorded Code Enforcement citation payments.

Administrative Assistant / Front Desk – Cheryl Baker

- Sold 10 short-term parking spaces.
- Processed the sale of three long-term boat trailer parking spaces, totaling \$5,387.00.
- No memorial tables or benches were purchased.
- Completed 14 property inquiries.
- Coordinated three drone flyovers for real estate agents.
- Processed \$1.00 in KCBCA merchandise sales.
- Continued scanning and shredding outdated records in accordance with applicable records retention requirements.
- Prepared updated long-term boat trailer storage applications for FY 2026–2027.
- Distributed renewal notices, collected completed applications, and processed payments for long-term boat trailer storage.
- Collected and distributed incoming mail.
- Entered wastewater payments received through PnP into QuickBooks.

Upcoming

11-03-2026 General Election Day
11-10-2026 Beautification Meeting
11-11-2026 Veterans Day – City Hall closed
11-12-2026 Recreation Committee Meeting
11-17-2026 Utility Board Meeting
11-18-2026 Planning & Zoning Board Meeting
11-19-2026 City Commission Meeting

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Press Release: Wednesday, October 7th, 2026

Issued by: The Florida Department of Health in Monroe County
To: Residents and Visitors of the Florida Keys

Beach water quality testing performed by the Florida Department of Health in Monroe County has indicated that **ALL** the water samplings taken were within the acceptable ranges this testing period. There are no health advisories to be posted.

The previous health advisories issued for Ann's Beach, Bahia Honda Oceanside Beach, Cocoplum Beach, Higgs Beach, and South Beach, have been lifted and discontinued.

The Florida Department of Health in **Monroe County** has been conducting beach water sampling since August 15, 2000, as part of the Florida Healthy Beaches Monitoring Program. We are presently sampling **eleven (17)** beaches on a bi-weekly basis. The water samples are being examined for enterococci bacteria that normally inhabit the intestinal tract of humans and animals, and which may cause human disease, infections or rashes.

The purpose of the Healthy Beaches Monitoring Program is to determine Florida's beach water quality.

NAME	CITY	ENTEROCOCCUS	WATER QUALITY	ADVISORY?
ANNE'S BEACH	ISLAMORADA	52	MODERATE	NO
BAHIA HONDA BAYSIDE BEACH	BIG PINE KEY	1	GOOD	NO
BAHIA HONDA OCEANSIDE BEACH	BIG PINE KEY	41	MODERATE	NO
BAHIA HONDA SANDSPUR BEACH	BIG PINE KEY	1	GOOD	NO
COCOPLUM BEACH	MARATHON	1	GOOD	NO
CURRY HAMMOCK S.P BEACH	MARATHON	10	GOOD	NO
FOUNDERS PARK BEACH	ISLAMORADA	1	GOOD	NO
FT ZACHARY TAYLOR S.P. BEACH	KEY WEST	10	GOOD	NO
HARRY HARRIS PARK BEACH	KEY LARGO	10	GOOD	NO
HIGGS BEACH	KEY WEST	31	GOOD	NO
ISLAMORADA LIBRARY BEACH	ISLAMORADA	1	GOOD	NO
JOHN PENNEKAMP S.P. BEACH	KEY LARGO	1	GOOD	NO
SIMONTON BEACH	KEY WEST	10	GOOD	NO
SMATHERS BEACH	KEY WEST	10	GOOD	NO
SOMBRERO BEACH	MARATHON	10	GOOD	NO
SOUTH BEACH	KEY WEST	53	MODERATE	NO
SUNSET PARK BEACH	KEY COLONY	1	GOOD	NO
VETERAN'S BEACH	BIG PINE KEY	1	GOOD	NO

Florida Department of Health

Community Health Services • Bureau of Environmental Health
3333 Overseas Highway • Marathon, FL 33050
PHONE: (305) 676-3971

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

Mission:

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

Water quality classifications are based upon:

United States Environmental Protection Agency's (EPA's) recommended criteria for enterococci is:

Good 0-35 Enterococcus sp. per 100 ml of marine water

Moderate 36-70 Enterococcus sp. per 100 ml of marine water

Poor 71 or Greater Enterococcus sp. per 100 ml of marine water

An Advisory is issued for a beach that samples in the "Poor" range of the EPA standards.

This should be considered a potential health risk to the bathing public.

If you have questions, please visit the Department of Health's Internet Beach Water Quality website

at: www.tinyurl.com/monroebeaches, scroll to the bottom of the page or visit

<http://www.floridahealth.gov/index.html>, click on "Environmental Health", select "Beach Water Quality", the Florida Healthy Beaches Program opens, scroll down and select Monroe County for your Beach Water Sampling Results for this test period.

Thank you, Bureau of Environmental Health

Florida Department of Health

Community Health Services • Bureau of Environmental Health
3333 Overseas Highway • Marathon, FL 33050
PHONE: (305) 676-3971

FloridaHealth.gov



Accredited Health Department
Public Health Accreditation Board

FY 2027 TDC Project Funding

City of Key Colony Beach

The six approved projects total \$641,250, including \$494,550 in TDC funding and \$146,700 in local matching funds.

Project	Approved TDC Funding	Local Match	Total Project Cost
7th Street Restroom	\$80,500	\$34,500	\$115,000
Basketball Court	\$85,250	\$33,000	\$118,250
City Hall Sign	\$75,000	\$0	\$75,000
Fitness Trail	\$104,300	\$44,700	\$149,000
Pickleball Restroom	\$80,500	\$34,500	\$115,000
Sunset Park Gazebo	\$69,000	\$0	\$69,000
TOTAL	\$494,550	\$146,700	\$641,250

The City Hall Sign and Sunset Park Gazebo have no local match.



Date: October 15, 2026

Subject: Conference Update – Budget Transparency Requirements (HB 727)

During the FACC Fall Conference, I attended a session on new budget transparency and accountability requirements under Florida HB 727. The session outlined additional responsibilities for municipalities regarding budget preparation, public access to financial information, and reporting to the State.

The new requirements take effect January 1, 2027, and will require coordination between the City Clerk's Office, Finance Department, and other City staff.

Key Dates and Deadlines

- **January 1, 2027:** New budget transparency requirements take effect.
- **January 30, 2027:** Publish the City's annual budget development calendar.
- **At least 5 days before the first public hearing: Post the tentative budget on the City's website and keep it available online for at least 45 days.**
- **October 15 annually:** Submit required budget information to the Office of Economic and Demographic Research (EDR).
- **Quarterly:** Prepare required employee compensation reports.
- **Ongoing:** Maintain required budget documents on the City's website for at least five years.

Action Item Checklist

1. Budget Preparation and Coordination

- Meet with Finance to review the new requirements.
- Prepare and publish the annual budget development calendar by January 30, 2027.
- Review current budget preparation and approval procedures.
- Assign staff responsibilities for reporting and website postings.
- Identify potential budget reductions of at least 10% and explain the impact on City services.

2. Budget Documents and Financial Information

- Prepare detailed revenue summaries identifying major funding sources.
- Prepare departmental expenditure summaries.
- Compile debt obligations, capital projects, and reserve balances.
- Prepare an updated organizational chart and staffing summary.
- Ensure all required supporting budget documents are available.

3. Website and Public Transparency

- Review the City's website for compliance with the new posting requirements.
- Establish or update a dedicated budget transparency webpage.
- Post the tentative budget on the City's website at least 5 days before the first public hearing and keep it available online for at least 45 days.
- Post adopted budgets, amendments, and required financial reports within applicable deadlines.
- Establish procedures to maintain required documents online for at least five years.

4. State Reporting Requirements

- Establish procedures for the annual October 15 EDR submission.
- Prepare required quarterly employee compensation summaries.
- Review additional reporting requirements for elected officials and City personnel.
- Coordinate with Finance to ensure all required information is submitted on time.

5. Ongoing Compliance

- Develop an internal compliance calendar identifying all reporting deadlines.
- Assign responsibility for maintaining the budget transparency webpage.
- Schedule periodic reviews of reporting and posting requirements.
- Provide the City Commission with an overview of the new requirements.

Recommended Next Steps

The immediate priority should be coordinating with Finance to prepare the budget development calendar for publication by **January 30, 2027**.

Staff should also review existing budget documents, website postings, and reporting procedures to determine what changes are necessary before the FY 2027–2028 budget process.

Establishing a clear checklist and assigning responsibilities will help the City meet the new requirements efficiently and avoid missed deadlines.

Budget in Brief

FY 2026-2027 | October 1, 2026 through September 30, 2027

This guide explains the City's budget for everyday services and community improvements. Figures reflect the supplied FY 2026-2027 budget summary and the corrections provided for this brief.

Budget highlights

\$5.93 million	\$3.71 million	2.8340 mills
Budgeted General Fund spending	Estimated City property-tax revenue	City property-tax rate

What the City plans to provide

Service	Budgeted funding
Law enforcement	\$1,562,444
Fire and emergency medical services	\$1,157,153
Public Works	\$940,103
Parks and recreation	\$509,570
Code Department	\$143,357
Beautification	\$22,500

These selected services are funded through the General Fund. Building operations, roads and infrastructure have separate budgets.

Understanding your City property taxes

A millage rate is the tax charged per \$1,000 of taxable property value. At 2.8340 mills, each \$100,000 of taxable value generates \$283.40 in City property taxes. Other taxing authorities and assessments are separate.

The rate is about 0.50% above the prior rate of 2.8200 and 4.33% above the rolled-back rate of 2.7164 shown in the budget. An individual tax bill also depends on the property's taxable value.

Investment in community facilities

The infrastructure plan includes \$3,239,204 for City Hall hardening, \$218,834 for Public Works floodproofing and \$60,000 for the basketball court. These are budget allocations, not actual spending.

Sources: Supplied Combined Budget Ad Keynoter FY26-27, page 1; marked Budget in Brief, page 2; FY27 detailed budget for service, millage comparison and project detail.

How the budget works

General Fund revenue, spending and reserves

Property taxes provide about 67.1% of the \$5,525,190 in General Fund revenue and financing sources. Other sources include license fees, grants, State revenue and transfers from other City funds.

Revenue sources

Property taxes		67.1%
License fees		11.0%
Grants		9.7%
State shared revenue		4.1%
Transfers		2.3%
Other revenue		5.8%

Planned spending

Police		26.4%
Fire and EMS		19.5%
Public Works		15.9%
Parks / recreation		8.6%
Other City services		27.1%
Reserves / contingency		2.6%

How reserves support the General Fund

General Fund	Amount
Revenue and financing sources	\$5,525,190
Budgeted spending	\$5,925,342
Reserve use to fund the difference	\$400,152
Estimated reserves at September 30, 2027	\$3,236,698

The \$400,152 difference is funded from reserves. The budget summary shows a beginning General Fund balance of \$3,636,850. Reserve use is financing rather than recurring revenue.

Funds with separate purposes

Fund	Budgeted spending	Estimated year-end reserves
Building	\$505,488	\$448,007
Road	\$98,000	\$510,469
Infrastructure	\$4,635,817	(\$424,375)

Infrastructure spending includes \$447,579 in debt payments and \$4,188,238 in projects. Its opening balance is \$2,104,118, with \$2,107,324 in revenue and financing sources, including \$1,500,000 in loan proceeds.

Infrastructure funding requires review: the supplied advertisement shows spending exceeding the opening balance plus funding by \$424,375. This is a projected shortfall, not an available reserve balance. The separate Utility Fund budget is outside this brief's scope.

Learn more and participate

Review the full budget and City Commission meeting notices at keycolonybeach.net/budget-summary-by-year/. Attend budget workshops and public hearings, or contact City Hall with questions.

Percentages are rounded. Detailed spending lines differ from the published total by \$1. Estimated reserves are from the supplied budget advertisement.

BUDGET SUMMARY

City of Key Colony Beach - Fiscal Year 2026-2027

THE PROPOSED OPERATING BUDGET EXPENDITURES OF CITY OF KEY COLONY BEACH ARE 34.6% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES

	General Fund	Road Fund	Infrastructure Fund	Impact Fund	Building Fund	Enterprise Funds Sewer and Stormwater	Total Budget
Cash Balance Brought Forward	\$3,636,850	\$525,469	\$2,104,118	\$185,327	\$435,495	\$3,220,311	\$10,107,570
ESTIMATED REVENUES:							
Taxes: Millage Per \$1,000 = 2.8340							
Ad Valorem Taxes (97% Collection)	3,706,340						3,706,340
Sales & Use, Gas Tax		33,000	375,000				408,000
Communications Service Tax	63,500						63,500
Licenses & Permits	610,000						1,133,000
Grants & Debt Proceeds	537,300		1,711,324	5,000	518,000	5,913,110	8,161,734
Intergovernmental Revenue	228,500	34,000					262,500
Parks & Recreation	42,750						42,750
Charges for Services	85,000						1,895,200
Fines & Forfeitures	1,800					1,810,200	1,800
Interest Earned/Other/Transfers	250,000	16,000	21,000			216,035	503,035
Total Revenue & Financing Sources	\$5,525,190	\$83,000	\$2,107,324	\$5,000	\$518,000	\$7,939,345	\$16,177,859
Total Revenues & Balances	\$9,162,040	\$608,469	\$4,211,442	\$190,327	\$953,495	\$11,159,656	\$26,285,429

EXPENSE SUMMARY

Legislative/Judicial	218,048						218,048
General Government Services	2,302,627						2,302,627
Public Safety	2,719,597				505,488		3,225,085
Physical Environment						7,999,305	7,999,305
Parks & Recreation	532,070						532,070
Transportation		98,000					98,000
Contingencies	50,000						50,000
Debt Service			447,579			272,000	719,579
Other Non-Operating			4,188,238				4,188,238
Designated Future Purchases	103,000					48,000	151,000
Total Expenditures	\$5,925,342	\$98,000	\$4,635,817	\$0	\$505,488	\$8,319,305	\$19,483,952
Reserves	3,236,698	510,469	-424,375	190,327	448,007	2,840,351	6,801,477
Total Expenditures & Reserves	\$9,162,040	\$608,469	\$4,211,442	\$190,327	\$953,495	\$11,159,656	\$26,285,429

The tentative, adopted, and/or final budgets are on file in the office of the above mentioned tax authority as a public record.

FLORIDA LOCAL GOVERNMENT

Budget Transparency & Accountability

New requirements enacted in 2026 | What counties and municipalities need to prepare for

EFFECTIVE JANUARY 1, 2027

1 | When Does the New Law Take Effect?

The law is enacted now; the new transparency framework begins January 1, 2027.

TIMING

JUNE 24, 2026

Law signed

Chapter 2026-161
CS/CS/HB 1329

Governor signed the legislation on
June 24, 2026.

JANUARY 1, 2027

Effective date

New posting, workshop,
calendar, compensation,
and reporting requirements
begin.

BUILD THE PROCESS IN FY2027

Practical planning point

- FY2027 budgets are generally adopted before the January 1, 2027 effective date.
- The first full annual budget cycle under the new provisions will generally be FY2028.
- Use FY2027 to design templates, data pulls, website workflows, calendar checkpoints, and ownership.

Source: Ch. 2026-161; F.S. 129.03 and 166.241.

2 | What Is the Objective?

The legislation is intended to increase transparency, accountability, and fiscal discipline in local government.

PURPOSE

01

MAKE BUDGETS EASIER TO UNDERSTAND

More narrative, trend analysis, graphics, and multi-year context.

02

SHOW HOW FUNDS ARE USED

More detail by fund, department/division, function, debt, and capital projects.

03

MAKE THE PROCESS MORE VISIBLE

Publish a calendar, hold a reduction exercise, and retain materials online longer.

04

GIVE THE PUBLIC RECURRING DATA

Quarterly compensation summaries and annual economic / spending metrics.

Training takeaway

Think of this as a shift from “posting the budget” to publishing a public-facing budget information package.

Source: Governor’s Office summary and Ch. 2026-161 / F.S. 129.03 / F.S. 166.241.

3 | Who Is Covered?

For this presentation, the new requirements are organized around counties and municipalities.

SCOPE

COUNTIES

Florida Statutes Chapter 129

- F.S. 129.03 — budget preparation and publication
- F.S. 129.06 — budget amendments and online retention
- Quarterly compensation summary and annual budget-development calendar
- Annual submission to the Office of Economic and Demographic Research (EDR)

MUNICIPALITIES

Florida Statutes Chapter 166

- F.S. 166.241 — budget preparation, publication, and amendments
- Same core online budget, reduction exercise, compensation, and calendar concepts
- Municipal economic / spending metrics submitted to EDR by October 15

4 | Online Posting: Timing & Retention

The law lengthens public access windows and gives the public more lead time before hearings.

POSTING RULES

Item	Timing	Retention
Tentative budget	At least 5 days before budget hearing	Remain online at least 45 days
Final adopted budget	Within 30 days after adoption	Remain online at least 5 years
Budget amendment — county	Proposed amendment posted 5 days before adoption when §129.06(2)(f) applies	Adopted amendment remains online at least 5 years
Budget amendment — municipality	Proposed amendment posted 5 days before adoption when §166.241(9)(c) applies	Adopted amendment remains online at least 5 years

Website readiness matters

Use a consistent naming convention, archive structure, and ownership checklist so required documents remain accessible for the full retention period.

5 | What Must the Posted Budget Contain?

The posted budget must provide five-year context: proposed fiscal year, current fiscal year, and the preceding four fiscal years.

BUDGET CONTENT

01 Budget overview & summary Narrative analysis + graphical illustrations highlighting major points and trends.

02 Overall revenue & expenditures Countywide or municipal-wide summary.

03 Revenue & expenditures by fund Fund-level transparency beyond a single overall total.

04 Expenses by department/division Show where spending occurs organizationally.

05 Expenses by program/function Connect spending to services and governmental functions.

5 YEARS OF CONTEXT

Every listed budget — tentative, adopted tentative, and final — must carry the required multi-year information.

6 | Additional Budget Content: Staffing, Capital, Debt & Reserves

The new format adds context that helps residents understand both capacity and long-term financial commitments.

BUDGET CONTENT

DEBT OBLIGATIONS

Summarize expenses related to debt obligations.

CAPITAL PROJECTS

Summarize expenses related to capital projects.

STAFFING

Include an organizational chart or staffing summary.

RESERVES & FUND BALANCES

Provide a summary and analysis of reserves and fund balances.

Why it matters

These elements encourage a budget narrative that explains not only “how much,” but “where,” “why,” and “what financial commitments come next.”

7 | The New 10% Budget Reduction Exercise

This is a required workshop exercise — not a requirement to actually cut the adopted budget by 10%.

BUDGET WORKSHOP

10%

Identify strategies to potentially reduce the ensuing fiscal year budget

compared with the current year budget

WHEN?	At least 14 days before final budget adoption.
WHERE?	Budget workshop of the governing body.
WHAT?	Document strategies that could reduce the ensuing fiscal year budget by 10%.
GUARDRAILS	Do not compromise essential public services or legal obligations.
POSTING	Post the exercise or a link to the workshop recording in downloadable/electronically accessible form.

Source: F.S. 129.03(3)(d) and F.S. 166.241(3)(b).

8 | Recurring Transparency Requirements

Two new recurring deliverables should be built into the annual operating calendar.

RECURRING OBLIGATIONS

QUARTERLY

Employee compensation summary

- All employees funded with local government appropriations.
- Must include job title, employee name, and salary.
- Post on the official website in PDF or similar downloadable/electronically accessible form.

Operational recommendation

Assign one owner for the website calendar and one owner for compensation reporting — with backup coverage and documented review steps.

ANNUAL

Budget development calendar

- Publish by January 30 each calendar year.
- Include agency budget requests, property-appraiser valuation timing, workshops, public hearings, and reduction-workshop timing.
- Calendar publication does not create a civil/equitable basis to challenge budget adoption.

9 | Annual Submission to EDR

By October 15, the county or municipality must electronically submit specified budget and economic metrics to the Office of Economic and Demographic Research.

EDR REPORTING

CORE METRICS

- Government spending per resident — at least 5 fiscal years
- Government debt per resident — at least 5 fiscal years
- Average employee salary
- Median income

ADDITIONAL METRICS

- Percent of budget spent on salaries and benefits
- Number of special taxing districts
- Annual affordable-housing expenditures, by funding source

DEADLINE: OCTOBER 15

Treat the EDR submission as a formal year-end reporting workpaper with source documentation and a review sign-off.

10 | What Changes? Old Approach vs. New Requirement

Use this as the quick-reference slide for finance officers, clerks, and budget staff.

COMPARISON

Area	Old / traditional approach	New requirement under Ch. 2026-161
Tentative budget	Post shortly before hearing	Post at least 5 days before hearing; remain online at least 45 days
Final budget	Retain online for 2 years	Post within 30 days; retain online at least 5 years
Budget detail	Primarily current budget schedules	Add five-year context + narrative + graphics + fund/department/program/debt/capital/staffing/reserves
Reduction exercise	No specific 10% exercise	Workshop to identify potential 10% reduction strategies, at least 14 days before final adoption
Compensation	No new quarterly summary requirement	Quarterly summary with job title, name, and salary
Budget calendar	Often internal or informal	Publish by Jan. 30 each year with key budget-process timeframes

11 | Compare the Budget Process: From Document to Public-Facing Package

The biggest shift is operational: the budget process must now produce more information, on a more structured timeline.

PROCESS IMPACT



KEY IDEA

Assign ownership and checkpoints before the budget cycle begins — not after the final budget is adopted.

12 | Compliance Checklist — Annual Preparation

Start here during FY2027 to establish the controls and templates needed for the first full cycle.

CHECKLIST

- ☐ Confirm the government's designated budget officer and responsible website owner(s).
- ☐ Map every new statutory deliverable to an accountable person and backup.
- ☐ Create a five-year budget data set for revenue, expenditures, funds, departments/divisions, functions/programs, debt, capital, staffing, reserves, and fund balances.
- ☐ Design the public budget overview: narrative analysis, major trends, and graphical illustrations.
- ☐ Create standard PDF / downloadable publication templates and naming conventions.
- ☐ Build a budget development calendar template that can be published by January 30.
- ☐ Document the quarterly compensation summary process and data source.

13 | Compliance Checklist — Budget Development & Adoption

Build the statutory checkpoints into the governing body's calendar and staff workplan.

CHECKLIST

BEFORE THE WORKSHOP

- Set the workshop date so the reduction exercise occurs ≥14 days before final adoption.
- Prepare 10% potential reduction scenarios and document assumptions.
- Identify essential services and legal obligations that cannot be compromised.

BEFORE HEARINGS

- Post the tentative budget ≥5 days before the budget hearing.
- Confirm required multi-year information is complete.
- Use a website QA checklist and retain evidence of posting.

BEFORE FINAL ADOPTION

- Complete the public-facing budget package.
- Confirm the reduction exercise is posted or the recording link is posted.
- Document approval/review of the final publication package.

Control recommendation: retain the final checklist, supporting exports, and screenshots / links in the budget file for audit and records-management support.

14 | Compliance Checklist — Recurring Reporting & Retention

The process continues after adoption. Build recurring dates into the finance calendar.

CHECKLIST

QUARTERLY	Compensation summary	Job title + employee name + salary; publish in required electronic format.
JANUARY 30	Budget development calendar	Publish each calendar year; include key submissions, workshops, hearings, and the reduction exercise.
OCTOBER 15	EDR submission	Submit the specified economic, spending, debt, compensation, taxing-district, and affordable-housing metrics.
5 YEARS	Website retention	Retain final budgets and applicable adopted budget amendments online for at least 5 years.
45 DAYS	Tentative budget	Keep the tentative budget online for at least 45 days.

Source: F.S. 129.03, 129.06 and F.S. 166.241.

16 | Bottom Line for Local Governments

The new law makes transparency an ongoing process — not simply a website posting task.

KEY TAKEAWAYS

- | | | |
|----------|---|---|
| 1 | START EARLY | Use FY2027 to build the templates, ownership, calendar, data pulls, and website workflow. |
| 2 | MAKE THE BUDGET
TELL A STORY | Add five-year context, narrative, graphics, staffing, reserves, debt, and capital information. |
| 3 | BUILD REPEATABLE
CONTROLS | Treat quarterly compensation, annual EDR reporting, retention, and website QA as recurring compliance processes. |
| 4 | DOCUMENT
GOVERNING BODY
ACTION | The 10% reduction exercise should be scheduled, supported, posted, and retained like any other formal budget paperwork. |

Effective: January 1, 2027 • First full cycle: generally FY2028 • Primary statutes: F.S. 129.03, 129.06 and 166.241

17 | References & Statutory Sources

Primary sources used to develop this presentation.

REFERENCES

- 1

CS/CS/HB 1329 (2026) — Local Government Finances
Florida Senate bill page. Chapter No. 2026-161; effective January 1, 2027.
<https://www.flsenate.gov/Session/Bill/2026/1329>
- 2

Chapter 2026-161, Laws of Florida
Enacted legislation amending county and municipal budget transparency, reporting, and budget-process requirements.
<https://www.flsenate.gov/Session/Bill/2026/1329>
- 3

Florida Statutes §129.03 (2026) — Preparation and adoption of budget
Primary county requirements: website posting, five-year information, 10% reduction exercise, EDR reporting, quarterly compensation, and budget development calendar.
<https://www.flsenate.gov/Laws/Statutes/2026/129.03>
- 4

Florida Statutes §129.06 (2026) — Execution and amendment of budget
County budget execution and amendment provisions, including website posting and retention of certain adopted amendments.
<https://www.flsenate.gov/Laws/Statutes/2026/129.06>
- 5

Florida Statutes §166.241 (2026) — Municipal budgets
Primary municipal requirements: website posting, 10% reduction exercise, EDR reporting, quarterly compensation, calendar, and budget amendments.
<https://www.flsenate.gov/Laws/Statutes/2026/166.241>
- 6

Florida Statutes §166.241 (2024) — Prior municipal posting requirements
Historical comparison point used to illustrate the change in municipal budget posting and retention requirements.
<https://www.flsenate.gov/Laws/Statutes/2024/166.241>

Presentation note: This deck is a practical summary of the enacted requirements and is not legal advice. Review the final statute and any applicable administrative guidance when implementing.

MINUTES
CITY OF KEY COLONY BEACH
FY2026-2027 FIRST BUDGET PUBLIC HEARING
BUDGET FOR OCTOBER 1, 2026 - SEPTEMBER 30, 2027

Thursday, September 10th, 2026, 5:05 p.m.

Located at the Temporary Meeting Place for the City of Key Colony Beach at
The Key Colony Inn, Back Patio - 700 W. Ocean Drive, Key Colony Beach, FL 33051
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission First Budget Hearing was called to order by Mayor Freddie Foster, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Absent:** Vice-Mayor Doug Colonell. **Also present:** City Administrator John Bartus, Building Official Tony Loreno, City Clerk Silvia Roussin, Administrative Assistant Par Darnall, Public Works Department Head Mike Guarino, Chief of Police Jamie Buxton.

Public Attendance: 2

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

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

4. **Review of Proposed Budgets for October 1st, 2026 - September 30th, 2027**

- a. FY2026-2027 Budget Summary
- b. General Budget
- c. Utility Board Budget

Commissioner Harding summarized the draft budget and reported only minor changes to the grant summary sheet and to the verification of the City of Marathon's Fire/EMS figures. He noted that both the general and utility budgets include fee increases and the use of reserves.

Commissioner Harding reported that General Fund fees increased by 4.6%, based on Consumer Price Index data, and that Wastewater fees increased by \$10 per month, primarily due to higher sludge-hauling costs. He stated that there were no significant changes since the previous meeting and that reduced use of reserves improved the City's overall financial position.

There were no questions regarding Commissioner Harding's report.

5. Budget Changes, if any: None.

6. Public Comments, Commission Response: None.

7. Resolution 2026-12 to Adopt a Tentative Millage Rate for Fiscal Year 2026-2027: A Resolution of the City Commission of the City of Key Colony Beach of Monroe County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for Fiscal Year 2026-2027; And Providing for an Effective Date

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Resolution 2026-13 to Adopt a Tentative Budget for Fiscal Year 2026-2027: A Resolution of the City Commission of The City of Key Colony Beach of Monroe County, Florida, Adopting the Tentative Budget for Fiscal Year 2026-2027; And Providing for an Effective Date

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. Second/Final Budget Public Hearing: Thursday, September 17th, 2026, 5:05 PM – At the Temporary Meeting Place for the City of Key Colony Beach at The Key Colony Inn, Back Patio - 700 W. Ocean Drive, Key Colony Beach, Florida 33051.

10. Adjournment: The meeting adjourned at 5:11 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, September 17th, 2026, 10:00 AM

At the temporary meeting place for the City of Key Colony Beach
The Key Colony Inn – Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, & Roll Call:** The Key Colony Beach City Commission Regular Meeting & Public Hearing was called to order by Vice-Mayor Colonell at 10:00 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster (via Zoom), Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** City Attorney Jimmie Hicks, City Administrator John Bartus, Building Official Tony Loreno, Chief of Police Jamie Buxton, Marathon Fire Deputy Jesse Fossum, Public Works Department Head Mike Guarino, Building Assistant Samantha Rodamer, Wastewater Plant Operator Danny Price, Planning & Zoning Board Chair George Lancaster.

Public Attendance: 5

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

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

City Clerk Roussin informed of the following proposed agenda changes:

- 5g. Addendum to the Beautification Report
- 7h. Discussion/Approval of a Proposal from The Blind Factory for Window Treatments in the Amount of \$34,500
- 7i. Discussion/Approval of an Interlocal Agreement between the City of Key Colony Beach and the City of Marathon for the Transfer of Affordable Housing Residential Allocations
- 7j. Discussion/Approval of an Engineering Services Agreement for the WRF Generator Replacement in the Amount of \$51,000
- 7k. Discussion/Approval of a Change Order Request from Mike Haack Excavating for the Shelter Bay Drive Project in the Amount of \$1,071,609.75
- 7l. Discussion/Approval of a Permit Extension Request for the property at 215 15th Circle
- Owner's Request
- Permit Application & Current Permit
- 11a. Commissioner Harding: Addendum of the September 14, 2026, Wastewater Report

There were no other changes.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Special Requests**

- a. Proclamation Honoring Patriot Day and National Day of Service and Remembrance – September 11, 2026

Vice-Mayor Colonell read the Proclamation honoring Patriot Day and the National Day of Service and Remembrance and presented the signed Proclamation to Marathon Fire Division Chief Fossum and Chief of Police Buxton.

4. Citizen Comments and Correspondence

City Clerk Roussin informed of the following citizen correspondence:

- August 20, 2025 – Richard & Jan Pflueger wrote with comments regarding the upcoming budget cycle and requested that the City Commission adopt a fiscally responsible budget.
- September 8, 2026 – Barb Haag-Heitman wrote to the City Commission requesting reconsideration and removal of the Flock Safety cameras in Key Colony Beach.
- September 10, 2026 – Elynn Eiss wrote expressing concerns regarding Automated License Plate Readers.

Vice-Mayor Colonell asked for citizen comments.

- Lynne Benton, 621 10th Street, questioned the proposed ordinance concerning shoreline protections, including canals. She asked about the purpose of the proposed amendment, an environmental analysis supporting the change, the potential for increased contaminant risk to marine life in the canals, and what circumstances made the longstanding 10-foot setback no longer appropriate. Ms. Benton also expressed concern about long-term effects, possible irreversible damage, public safety, and a potential violation of the Comprehensive Plan if the City changed the 10-foot setback.

Ms. Benton further commented on the City's removal of the longstanding requirement that single-family homes include masonry content and stated her understanding of the current rules for manufactured homes. She questioned the reason for eliminating the masonry-content requirement for single-family homes in a hurricane zone while retaining the City's prohibition on manufactured homes.

There were no further comments.

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

- a. Marathon Fire/EMS – Jesse Fossum, City of Marathon Division Chief, reported for Chief Shana Rogers. Division Chief Fossum provided the August statistical report. The City Commission had no questions.
- b. Police/Code Enforcement – Chief of Police Jamie Buxton: The Commission had no questions.
- c. City Administrator – John Bartus: The Commission had no questions.
- d. Public Works – Public Works Department Head Mike Guarino confirmed to Commissioner Harding that long-term trailer parking spaces for residents are available.
- e. Building Department – Building Official Tony Loreno commended Building Assistant Rodamer for her work in the department.
- f. City Hall – City Clerk Silvia Roussin reported that the scanning project was ongoing and that the City was evaluating a submitted app for data management.
- g. Beautification Committee – Chair Sandy Bachman: Nothing further.
- h. Planning & Zoning Board – Chair George Lancaster: No report.
- i. Recreation Committee – Chair Cindy Catto: No report.
- j. Utility Board – Chair Fred Swanson: No report.

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 member must, at the beginning of the open session, ask that the action be moved to the discussion action item section.)*
- a. Approval of the following City Commission Meeting Minutes
 - 1. 08-20-2026 City Commission Regular Meeting & Public Hearing
 - b. Approval of Warrant No. 0826 for \$1,188,829.87
 - c. Approval of the Hot Dog in the Hut Event scheduled for February 27, 2026

Vice-Mayor Colonell read the consent action items and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. **Discussion Action Items**

- a. Approval of City of Marathon Capital Infrastructure Funds Invoice per Interlocal Agreement for EMS/Fire Rescue Services for \$25,000.00

Vice-Mayor Colonell introduced the agenda items and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- b. Discussion/Approval of a Recommendation to Award RFP 2026-05 for Lift Station Resiliency Improvements
 - 1. RFP 2026-05
 - 2. Engineer's Recommendation to Award

Vice-Mayor Colonell 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 confirmed that \$210,000 in grant funding could be applied to the project. He noted that change orders might be expected because of the infrastructure's age and confirmed the grant funding. City Clerk Roussin clarified for the record that the recommendation was to award the project to Pedro Falcon. Commissioner Harding noted the grant's 12-month timeline and stated that extensions could be difficult to obtain. Vice-Mayor Colonell asked who would serve as the City's point of contact, and Commissioner Harding suggested Plant Operator Danny Price.

ON THE MOTION: Rollcall vote. Unanimous approval.

- c. Discussion/Approval for Code Amendments to the Code of Ordinances, Section 6-3 (2), New Construction Materials, to comply with newly enacted Florida Statutes, per the Planning and Zoning Board
 - 1. Draft Ordinance
 - 2. Board Recommendation
 - 3. 08-19-2026 P&Z Meeting Minutes

Vice-Mayor Colonell 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 DiFransico referred to Lynne Benton's comments and asked whether the City was aligned with State requirements. City Attorney Jimmie Hicks explained that the proposed modification was intended to comply with newly enacted State law and that other municipal attorneys had agreed with this interpretation. He noted that the item was before the Commission for discussion and conceptual approval based on the Planning & Zoning Board's recommendation, and that no ordinance was currently before the Commission. He further explained that staff

was also amending the floodplain management ordinance and recommended incorporating this required change into that broader amendment rather than proceeding with a standalone ordinance. Commissioner Harding discussed the State-mandated changes and said he understood that a single-family home could be constructed primarily of wood. Building Official Loreno confirmed that such construction would be permitted if it met State wind-load and Florida Building Code requirements. Mayor Foster clarified that the new law allows a home meeting the Florida Building Code to contain less than 75 percent concrete, including a wood-frame structure.

ON THE MOTION: Rollcall vote. Unanimous approval.

- d. Discussion/Approval for Code Amendments to Land Development Regulations, Section 101-26 (11) for Accessory Structures and Uses, regarding Swimming Pools, Spas, and Hot Tubs Setbacks, per the Recommendation of the Planning & Zoning Board
1. Draft Ordinance
 2. Board Recommendation
 3. 08-19-2026 P&Z Meeting Minutes (see under c)

Vice-Mayor Colonell introduced the agenda item and asked for a motion to approve.

MOTION: Motion made by Commissioner Harding to approve the Planning & Zoning Board's recommendation. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner Harding thanked Building Official Loreno and Mayor Foster for their work on the issue over the preceding several months. Commissioner DiFransico asked whether certifications beyond an engineer's certification would be required. Building Official Loreno stated that the City would require engineering certifications for both the seawall and the pool. Vice-Mayor Colonell discussed the types of engineering review that might be necessary, including review by a geotechnical engineer, particularly when a five-foot setback was proposed. City Attorney Hicks clarified that the item was presented only for discussion and consideration and that the Commission was not considering any ordinance amendment. He provided background on prior efforts to address concerns about the variance process, including whether the Planning & Zoning Board should recommend conditions on variances or whether its role in certain variance matters should be modified. Attorney Hicks explained that most variance requests involved reducing pool setbacks from ten feet to no less than five feet, which prompted consideration of whether the Code could address these situations more directly. He added that any proposed ordinance change would need to be reviewed for consistency with the Comprehensive Plan and might require a Comprehensive Plan amendment. Attorney Hicks stated that the draft ordinance was intended solely to facilitate discussion and determine whether the Commission wished to pursue the concept. City Clerk Roussin confirmed that the ordinance was not scheduled for first reading and that the Commission was not adopting a Code amendment. Vice-Mayor Colonell then invited Planning & Zoning Board Chair George Lancaster to comment.

Planning & Zoning Board Chair George Lancaster explained the Board's recommendation and stated that the Building Department should determine the appropriate certification requirements. Commissioner Diehl emphasized the importance of an engineer's seal and stated that the key consideration was whether adequate engineering documentation existed, rather than whether a pool was five or ten feet from the seawall. Chair Lancaster agreed that the Building Department should confirm that an appropriate engineering report had been issued. When Vice-Mayor Colonell asked which reports would be required, Chair Lancaster stated that the Board was not qualified to make that determination and would defer to the Building Department. Mayor Foster supported approval of the Planning & Zoning Board's recommendation. City Attorney Hicks reiterated that the Commission was not considering any Code amendment. Vice-Mayor Colonell asked how many variance requests had been received this year. Building Official Loreno informed the Commission that there were two to date. City Clerk Roussin stated that she could provide a list of prior requests. City Clerk Roussin then restated that the motion was to approve the Planning & Zoning Board's recommendation.

ON THE MOTION: Rollcall vote. Unanimous approval.

- e. Discussion/Approval for the Implementation of a Handbook for the Planning & Zoning Board, per the Recommendation of the Planning & Zoning Board
1. P&Z Member Handbook – Draft
 2. Board Recommendation
 3. 08-19-2026 P&Z Meeting Minutes (see under c)

Vice-Mayor Colonell introduced the agenda item. Planning & Zoning Board Chair Lancaster explained that a new Board member had felt unprepared upon joining the Board and had suggested creating a handbook to assist new members. He stated that the draft handbook was presented to the Board the previous month, but Board members considered it too comprehensive for a volunteer committee. Chair Lancaster reported that the Board therefore recommended that the City consider a more general handbook to guide new members of all committees. City Attorney Hicks expressed concern that the proposed handbook's level of detail could be counterproductive and that legislative changes would create ongoing costs and maintenance obligations. He recommended using the existing Florida Planning Officials Handbook, supplemented by relevant City ordinances, and cautioned against prescribing outcomes because individual matters depend on their specific facts. Vice-Mayor Colonell raised concerns about potential conflicts between State and City guidance. Commissioner Harding agreed that the draft was comprehensive and well written but expressed concern about keeping statutory references current. He suggested directing members to the City's ordinances and Land Development Regulations. Commissioner Diehl referred to an apology letter from a Planning & Zoning Board member and questioned why the matter remained under discussion after concerns had been raised about the handbook's appropriateness. Commissioner Harding supported posting the State manual on the City's website for committee and board members to use.

There was no further discussion, and Vice-Mayor Colonell asked for a motion to approve the implementation of a handbook for the Planning & Zoning Board.

MOTION: None.

ON THE MOTION: The motion failed.

- f. Discussion/Approval of a request to install a 50K 8-Post and a 20K 4-Post Cradle Lift at the property located at 285 14th Street
 - 1. Engineering Plans
 - 2. Permit & Code

Vice-Mayor Colonell introduced the agenda item and asked Building Official Loreno to elaborate. Building Official Loreno reported that the application was consistent with prior boat-lift requests and that all permit requirements had been met.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- g. Discussion/Approval of a Technician Position Request

Commissioner Harding discussed the need for additional technical support at the Wastewater Plant. He reviewed prior sewage spills, the corrective action plan requested by the State, and identified inadequate maintenance, failing equipment, and insufficient monitoring as contributing factors. Commissioner Harding stated that estimated costs reach \$125,000.00 per spill and recommended additional on-site technical support beyond the current minimum staffing level. He emphasized the need for improved preventive maintenance and consistent monthly and annual documentation. Commissioner Harding also noted that newly approved technology would assist plant operations, but that current staffing was inadequate. Commissioner Harding stated that the interview process identified another candidate with lift-station maintenance experience and recommended adding the position to improve operations.

MOTION: Motion made by Commissioner Harding to approve an additional operator technician. Mayor Foster seconded the motion.

DISCUSSION: Commissioner DiFransico further discussed accountability, training, and the importance of clearly identifying responsibility for contracted work. He recommended preparing a position description specifying the duties and responsibilities of the proposed technician. Commissioner Harding noted that Plant Operator Danny Price was licensed, while the proposed technician was not yet licensed but would work toward licensure and coordinate with Mr. Price and U.S. Water.

ON THE MOTION: Rollcall vote. Unanimous approval.

- h. Discussion/Approval of a Proposal from The Blind Factory for Window Treatments in the Amount of \$34,500
**Addendum

Vice-Mayor Colonell introduced the agenda item and asked City Clerk Roussin to elaborate. City Clerk Roussin provided details on the proposal received from the Blind Factory and requested approval of the \$34,500.00 quote.

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

DISCUSSION: City Clerk Roussin confirmed that the quote includes all windows and that the work will stay local.

ON THE MOTION: Rollcall vote. Unanimous approval.

- i. Discussion/Approval of an Interlocal Agreement between the City of Key Colony Beach and the City of Marathon for the Transfer of Affordable Housing Residential Allocations **Addendum

Mayor Foster asked to pull the agenda item for further review.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- j. Discussion/Approval of an Engineering Services Agreement for the WRF Generator Replacement in the Amount of \$51,000 **Addendum

Vice-Mayor Colonell introduced the agenda item and asked for a motion to approve.

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

DISCUSSION: Mayor Foster confirmed that the project will fall under the \$ 475,000.00 appropriation received from the State. Commissioner Harding added that the new generator be at an approved flood level.

ON THE MOTION: Rollcall vote. Unanimous approval.

- k. Discussion/Approval of a Change Order Request from Mike Haack Excavating for the Shelter Bay Drive Project in the Amount of \$1,071,609.75 **Addendum

Vice-Mayor Colonell introduced the agenda item and asked for a motion to approve.

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

DISCUSSION: Mayor Foster stated that the proposal would complete the original project, that the City would maintain communication with the State if an additional bid were required, and that approval would be contingent upon State approval. Commissioner Harding noted that the City had competitively bid the original contract. Mayor Foster confirmed that grant funding was available, that another outfall could be reconstructed if funding permitted, and that the previously installed pavers could be extended to West Ocean Drive through 7th Street. Mayor Foster also reported receiving positive feedback on the project.

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

- l. Discussion/Approval of a Permit Extension Request for the property at 215 15th Circle **Addendum

a. Owner's Request

b. Permit Application & Current Permit

Vice-Mayor Colonell introduced the agenda item and asked for a motion to approve.

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

DISCUSSION: Commissioner DiFransico questioned whether the city could mitigate the permit costs associated with the extension. Building Official Lorenzo explained that permit fees for extensions are 10 percent of the original permit fee per month and that the permit can be extended for several months rather than a full year. City Attorney Hicks

believed the requests could be made as several smaller requests instead of one large one. Commissioner Harding clarified that the City Commission would grant the extension for one year and that the applicant would pay monthly for up to 12 months. The Applicant, Alan Russel, attending via Zoom, thanked the City Commission for hearing his request for an extension and a waiver of additional fees on a monthly basis. He explained that, in the local environment, completing his house in 15 months is extremely difficult and estimated that construction would take 2 years when the project started. Vice-Mayor Colonell thanked Mr. Alan Russel. City Clerk Roussin confirmed the motion on the floor was for the extension of the permit only.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Diehl commented on the frequency of permit-extension requests and suggested extending the allowable timeline for home construction to two years to reduce such requests. Commissioner Harding agreed, stating that home construction typically takes approximately 24 months and that the current 15-month timeline was unreasonable and supported reviewing the requirement. Vice-Mayor Colonell noted that the Commission had previously considered the issue and said extension requests would continue regardless of the established timeline, and that a shorter deadline encouraged timely project completion. Vice-Mayor Colonell added that several approaches could address the issue. The Commission reached consensus to direct the Building Department and City Attorney's Office to review the matter.

8. Ordinances & Resolutions:

a. SECOND and FINAL READING OF ORDINANCE 2026-515: An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

1. Ordinance 2026-515
2. Business Impact Statement
3. Proof of Publication

Vice-Mayor Colonell 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: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Ordinance was adopted.

b. RESOLUTION 2026-14: A Resolution of the City Commission of the City of Key Colony Beach, Florida, approving a One-Year Extension of the Agreement between the City of Key Colony Beach and the City of Marathon for the Provision of Emergency Medical and Fire Rescue Services, providing for an effective date.

Vice-Mayor Colonell provided the reading of the Resolution and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. Secretary-Treasurer's Report

a. August 2026 Financial Summary

In his role as Secretary-Treasurer, Commissioner Harding reported that the City was in the eleventh month of the fiscal year. He stated that revenues were improving, particularly business-license revenue, and that overall tax and total revenues remained in good condition, although expenses were over budget. He reviewed expenditures, including the \$25,000 payment for Marathon Fire/EMS, and reported a pickleball donation toward the Shade Project. He also noted that the Building Fund had a positive balance, provided a grant-status update on the dry floodproofing project for the Maintenance Building, and reported completion of the infrastructure-fund reimbursement through the hardening grant. Commissioner Harding stated that the Wastewater Fund had a negative balance because of current-year expenses, although year-to-date revenue remained in good condition. Expenses exceeding budget included sludge hauling and

plant maintenance. He added that staff was pursuing cost-saving measures for telephone services. Commissioner Harding further reported that Stormwater revenue exceeded budget and that payment had been made to Mike Haack Excavating for completion of the Shelter Bay project. He reported no changes to the proposed budget and noted available funds for furniture and related needs. City Clerk Roussin stated that she had contacted a furnishings vendor and would share available information with the Commission. Commissioner Harding concluded by noting the need for fire protection at City Hall.

10. City Attorney's Report

City Attorney Jimmie Hicks reported that the demand package for Kings Enterprises was delivered, containing demands regarding the pin piles for City Hall.

11. Commissioners' Reports & Comments

a. Commissioner Harding

1. Wastewater Sampling Weekly Report for September 14, 2026

Commissioner Harding commented on COVID-19 wastewater-sampling activity. He reported that CDC funding was scheduled to end in September and that the CDC was discussing future funding with Congress. Commissioner Harding stated that sampling would stop pending further direction and that no sampling was expected over the next two weeks. He stated that the City will await additional information in October and provided data for Monroe County and the Florida/Miami-Dade data.

b. Commissioner Diehl

- 1. Key Colony Beach 70th Birthday Committee Update:** Commissioner Diehl provided an update on the Committee's work over the last month and on the planned events for the City's 70th Birthday celebration.
- 2. Discussion to allow the Beautification Committee to hang Christmas lights at the Sunset Park Gazebo:** Commissioner Diehl reported attending the Beautification Committee meeting the prior week and a discussion about decorating the Sunset Park Gazebo during the Christmas season. Commissioner Diehl described the display as a holiday gesture and stated that the request would not change existing rules. Mayor Foster suggested a head nod to the Beautification Committee to allow a certain timeframe for Christmas lights. The Commission agreed.

c. Commissioner DiFransico

Commissioner DiFransico commented on the benefits of monitoring water quality at local beaches, and City Clerk Roussin confirmed the ability to post the results on the website.

Commissioner DiFransico further requested that the City Attorney's office bring a plan to move forward with a resolution for the property at 680 11th Street.

Commissioner DiFransico asked City Attorney Hicks to review whether variances can be granted, provided no harm is done, even if the criteria are not met. City Attorney Hicks confirmed that a comprehensive review of the City's ordinance on variances is underway.

d. Vice-Mayor Colonell

1. City Hall Update

Vice-Mayor Colonell reported that the trusses had arrived and been put up, provided an update on completed work, including windows and planters, and outlined upcoming work in the coming weeks. Vice-Mayor Colonell noted that there is no current completion date and added that working closely with the contractor and holding productive contractor meetings are helping the project move forward.

e. Mayor Foster

1. Update on License Plate Reader Cameras

Mayor Foster reported that, after reviewing concerns in the preceding weeks about the license plate readers, including a meeting with the Monroe County Sheriff's Office, the cameras were deactivated. Mayor Foster stated that the cameras can no longer record, transmit, or store, and that they have been turned off. Mayor Foster stated that the cameras are awaiting further guidance from the State.

12. Citizen Comments

Lynne Benton thanked the Commission for its service to the community and commented on the process for addressing concerns, as well as on remarks made by the City Attorney and a Commissioner regarding matters involving her. Lynne Benton stated that concerns are best raised early and requested that City officials contact her directly when a concern involves her, so the matter can be understood before a public Commission meeting. Lynne Benton added that improved communication would better serve everyone involved.

Laurie Swanson thanked the Commission for addressing the license plate readers and stated that she remained concerned because the cameras were still connected to power. She asked whether the cameras contained SIM cards. Mayor Foster responded that they did not and offered to have Ms. Swanson speak with Chief Buxton.

13. Adjournment: The meeting adjourned at 11:50 AM.

Respectfully submitted,

Silvia Roussin
City Clerk

MINUTES
CITY OF KEY COLONY BEACH
FY2026-2027 FINAL BUDGET HEARING
BUDGET FOR OCTOBER 1, 2026 - SEPTEMBER 30, 2027

Thursday, September 17th, 2026, 5:05 p.m.

Located at the Temporary Meeting Place for the City of Key Colony Beach at
The Key Colony Inn, Back Patio - 700 W. Ocean Drive, Key Colony Beach, FL 33051
& via Zoom Conferencing

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call: The Key Colony Beach City Commission Final Budget Hearing was called to order at 5:05 PM by Vice-Mayor Doug Colonell, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster (via Zoom), Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Diehl. **Also present:** City Administrator John Bartus, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Chief of Police Jamie Buxton, Administrative Assistant Par Darnall, City Clerk Silvia Roussin.

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

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

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. Citizen Comments & Correspondence

City Clerk Roussin reported receipt of correspondence from Richard and Jan Pflueger requesting that the City Commission adopt a fiscally responsible budget.

There were no citizen comments.

4. Review of Proposed Budgets for October 1st, 2026 - September 30th, 2027

- a. FY2026-2027 Budget Summary
- b. General Budget
- c. Utility Board Budget

5. Budget Changes, if any

Commissioner Harding stated that no changes or edits were made to either budget since the first public hearing.

6. Public Comments, Commission Response

There was neither a Commission response nor any public comment.

7. Resolution 2026-15 to Adopt a Final Millage Rate for Fiscal Year 2026-2027: A Resolution of the City Commission of the City of Key Colony Beach of Monroe County, Florida, Adopting the Final Levying of Ad Valorem Taxes for Fiscal Year 2026-2027; And Providing for an Effective Date.

Vice-Mayor Colonell provided the reading of the Resolution and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Resolution 2026-16 to Adopt a Final Budget for Fiscal Year 2026-2027: A Resolution of the City Commission of The City of Key Colony Beach of Monroe County, Florida, Adopting the Final Budget for Fiscal Year 2026-2027; And Providing for an Effective Date.

Vice-Mayor Colonell provided the reading of the Resolution 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.

The Resolution was adopted.

9. Adjournment: The meeting adjourned at 5:10 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number 0926

Items paid from September 1, 2026
to September 30, 2026

First Horizon Checking Account - 6871 \$494,384.91

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

Escrow Account - 5537 -

Payroll Account - 2942 \$148,074.21

Fishing Derby Account-3282 \$5,494.40

Infrastructure Reserve Account - 8644 \$13,652.50

Infrastructure Loan Account #2691 \$292,886.23

Road Reserve Account - 8677 -

Impact Fees Reserve Account - 8669 -

First State Bank Reserve Account - 3703 -

Sewer Money Mkt - 0301 \$136,376.49

Stormwater Checking Account - 0128 \$38,844.38

Sewer Account - 6006 \$541,238.06

TOTAL DISBURSEMENTS \$1,670,951.18

COUNCIL AGENDA STATEMENT



Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Steve Williams, City Manager

Agenda Item: **Resolution 2026-100**, Approving An Amendment To The Agreement Between The City Of Marathon And The City Of Key Colony Beach For The Provision Of Emergency Medical And Fire Rescue Services; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

Originally initiated on August 8th of 2017, Marathon and Key Colony Beach entered into an AGREEMENT for the City of Marathon to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of Key Colony Beach.

The City of Marathon ("Marathon") and the City of Key Colony Beach ("Key Colony Beach") desire to continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027. By mutual agreement it may be either dissolved or extended. The annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually by Marathon to Key Colony Beach.

Consideration of the amount to be paid in future years will be at the discretion of the City of Marathon, but with deliberative discussions between the parties. The Cost of this Contract is \$1,283,102 for FY27, plus \$25,000 for capital infrastructure. The operating amount may be paid in equal amounts quarterly, and the \$25,000 contribution to the Capital Infrastructure Fund will take place annually..

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	___X___
2. Other _____	_____	___X___
3. Not applicable_____		

FISCAL NOTE:

The FY27 General Fund Budget includes \$1,283,102, and the FY27 Capital Infrastructure Budget includes \$25,000 of revenues from this interlocal agreement to offset the cost of providing Fire Rescue services.

RECOMMENDATION: Council approve Resolution

Sponsored by: Williams

**CITY OF MARATHON, FLORIDA
RESOLUTION 2026-100**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE CITY OF KEY COLONY BEACH FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE RESCUE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, originally initiated on August 8th of 2017, MARATHON and KEY COLONY BEACH entered into an AGREEMENT for the CITY OF MARATHON to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, the City of Marathon (“Marathon”) and the City of Key Colony Beach (“Key Colony Beach”) desire to continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027; and

WHEREAS, the annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually MARATHON to KEY COLONY BEACH; and

WHEREAS, this agreement will not supersede Resolution 2017-66, specifically Section 3.1; and

WHEREAS, the annual amount to be paid to the City of Marathon will be \$1,283,102. This amount will be paid in quarterly increments, and \$25,000 from capital infrastructure will be paid annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Agreement between Marathon and Key Colony Beach for the provision of emergency medical and fire rescue services established in Resolution 2017-66 and 2024-89 is attached as Exhibit “A.”

Section 3. This resolution shall remain in effect until September 30, 2027.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.**

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

City Attorney

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-66**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROPOSED TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE CITY OF KEY COLONY BEACH FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE RESCUE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has met with the City Manager of the City of Key Colony Beach ("KCB") with the goal of providing the City of Marathon ("City") and KCB with the best possible emergency medical and fire rescue services to the residents, property owners and visitors of each jurisdiction while equitably distributing the costs of such services between the jurisdictions; and

WHEREAS, the City and KCB wish to enter into an Interlocal agreement to provide fire rescue and emergency medical services to KCB at an annual rate of \$575,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council hereby approves agreement between the City and KCB for the provision of emergency medical and fire rescue services as set forth in the agreement, a copy of which is attached as Exhibit "A." together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect October 1, 2017 and remain for in effect until September 30, 2020. This agreement may be extended an additional three years with cost consideration.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 8th DAY OF AUGUST, 2017**

THE CITY OF MARATHON, FLORIDA



Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Zieg
NOES: None
ABSENT: Senmartin
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



David Migut, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
THE CITY OF KEY COLONY BEACH
PROVIDING FOR DELIVERY OF
EMERGENCY MEDICAL & FIRE RESCUE SERVICES**

This Interlocal Agreement (hereinafter called the "Agreement") is made by and between THE CITY OF MARATHON, a municipal corporation of the State of Florida (hereinafter called "MARATHON"), and THE CITY OF KEY COLONY BEACH, a municipality of the State of Florida (hereinafter called "KEY COLONY BEACH").

WHEREAS, MARATHON and KEY COLONY BEACH desire to enter into this AGREEMENT which amends the prior agreement of the parties which was effective October 1, 2012, to provide for the delivery of fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, the respective elected bodies of MARATHON and KEY COLONY BEACH find the method of delivery of the fire rescue and emergency medical services set forth in this AGREEMENT is in the interest of the public and can be best accomplished through coordination of the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, MARATHON and KEY COLONY BEACH do hereby agree as follows:

ARTICLE I
GENERAL TERMS & CONDITIONS

- 1.1 The effective date of this AGREEMENT is October 1, 2017 (hereinafter, the EFFECTIVE DATE).
- 1.2 The term of this AGREEMENT shall be from October 1, 2017 to September 30, 2020. This AGREEMENT may be extended an additional three years with cost consideration.

ARTICLE 2
FIRE RESCUE & EMERGENCY MEDICAL SERVICES

- 2.1 MARATHON will provide Fire Rescue, Fire Protection and Emergency Medical Services to KEY COLONY BEACH. The fee for this service shall be \$550,000 per year, payable quarterly on or before October 15, January 15, April 15 and July 15.
- 2.2 MARATHON will provide Fire Rescue, Fire Protection, and Emergency Medical Services to KEY COLONY BEACH on a twenty-four (24) hour, seven (7) days a week basis during the term of this AGREEMENT. The level of service provided to KEY COLONY BEACH shall, at minimum, be equal to the average level of services provided by the applicable departments in other cities in Monroe County that provide their own Fire Rescue, Fire Protection, and Emergency Medical Services and by the applicable departments in the County that serve the unincorporated areas. In no case will the service provided be less than that provided within the City of Marathon.

- 2.3 Notwithstanding the provisions of Section 2.2, in the event that an emergency declared by either the federal government or the government of the State of Florida prevents or diminishes the ability of MARATHON from performing its duties under this Agreement, at no time shall the service provided to KEY COLONY BEACH be inferior to the service provided to MARATHON.
- 2.4 MARATHON will have the right to inspect all fire hydrants located within KEY COLONY BEACH boundaries. KEY COLONY BEACH will be responsible for maintenance of all fire hydrants within its boundaries in accordance with Florida Keys Aqueduct Authority guidelines. KEY COLONY BEACH agrees to continue to be responsible for all the functions of the Fire Marshal and the performance of fire inspections within KEY COLONY BEACH.

ARTICLE 3

PAYMENTS AND

FEES

- 3.1 In addition to the payment provided in Section 2.1, KEY COLONY BEACH will also contribute \$25,000 per year of infrastructure funds for Fire/EMS-related infrastructure expenditures. The infrastructure contribution shall be made by KEY COLONY BEACH directly to MARATHON upon the presentation of an invoice from the Finance Department of MARATHON. Invoices presented by the Finance Department of MARATHON will include sufficient backup to demonstrate that funds in this amount were expended for legitimate purposes of Local Discretionary Sales Surplus revenues (i.e. one cent infrastructure surtax) as per Florida Statutes.
- 3.2 The parties agree that all payments due under the prior agreements of the parties, including the October 1, 2012 agreement, have been paid and satisfied in full, with the exception of the regular fourth quarter invoice for fiscal year 2017, which is attached hereto as Exhibit "A" and no further payment under such agreements is or shall be due to MARATHON from KEY COLONY BEACH.
- 3.3 KEY COLONY BEACH shall continue to direct fire insurance premium taxes to be directed to the Chapter 175, Florida Statutes, Firefighters' Pension Trust Fund pension fund of MARATHON.

ARTICLE 4

TERMINATION

- 4.1 This AGREEMENT shall be deemed automatically terminated and of no further force and effect if MARATHON has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In the event that MARATHON becomes bankrupt or insolvent, KEY COLONY BEACH shall be entitled to reimbursement, on a pro-rate basis, of funds paid to MARATHON for the remaining year(s) of this AGREEMENT.
- 4.2 This AGREEMENT provides in Article 5 "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this AGREEMENT and that specific performance was not an adequate remedy to cause the other party to perform its' obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this AGREEMENT.
- 4.3 Other than expressly set forth herein, this contract shall not be subject to early termination

by either party.

ARTICLE 5 **DEFAULT**

- 5.1 Notwithstanding a party's right to terminate this AGREEMENT as set forth in Article 4 above, if MARATHON or KEY COLONY BEACH fails to perform or observe any of the material terms and conditions of this AGREEMENT for a period of ten (10) days after receipt of written notice of such default for the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this AGREEMENT on an expedited basis, as the performance of the material terms and conditions contained herein relate to health, safety, and welfare of the residents subject to this AGREEMENT. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained herein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 6 **INSURANCE**

- 6.1 MARATHON shall maintain a qualified insurance program in the limits specified in Section 768.28, Florida Statutes. Said insurance program shall provide coverages for general and automobile and Workers Compensation and Employers Liability. MARATHON shall provide KEY COLONY BEACH with a Certificate of Insurance evidencing said program. In the event the insurance program is modified, MARATHON shall notify KEY COLONY BEACH with at least thirty (30) days prior written notice.

ARTICLE 7 **INDEMNIFICATION/LIABILITY**

- 7.1 To the extent permitted by law, MARATHON shall indemnify, defend, and hold KEY COLONY BEACH, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of MARATHON, its employees, agents, or servants and MARATHON shall indemnify KEY COLONY BEACH, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which KEY COLONY BEACH, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of MARATHON, its employees, agents, or servants. For purposes of this provision, MARATHON employees shall not be deemed agents or servants of KEY COLONY BEACH and KEY COLONY BEACH employees shall not be deemed agents or servants of MARATHON.

- 7.2 To the extent permitted by law, KEY COLONY BEACH shall indemnify, defend, and hold MARATHON, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of KEY COLONY BEACH, its employees, agents, or servants and KEY COLONY BEACH shall indemnify MARATHON, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which MARATHON, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of KEY COLONY BEACH, its employees, agents, or servants. For purposes of this provision, MARATHON employees shall not be deemed agents or servants of KEY COLONY BEACH and KEY COLONY BEACH employees shall not be deemed agents or servants of MARATHON.
- 7.3 The parties shall individually maintain throughout the term of this AGREEMENT any and all applicable insurance coverage as required by Florida law for government entities.

ARTICLE 8

MISCELLANEOUS

- 8.1 **Merger/Amendments:** This AGREEMENT incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this AGREEMENT.
- 8.2 **Assignment:** The respective obligations of the parties set forth in this AGREEMENT shall not be assigned, in whole or in part, without the written consent of the other party.
- 8.3 **Records:** MARATHON and KEY COLONY BEACH shall each maintain their own respective records and documents associated with this AGREEMENT, for three (3) years following the expiration of this AGREEMENT, in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.
- 8.4 **Contract Administrator:** The Contract Administrators for this AGREEMENT are the City Manager or designee for MARATHON, and the City Administrator or designee for KEY COLONY BEACH. In the implementation of the terms and conditions of this AGREEMENT, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrator.
- 8.5 **Law and Venue:** This AGREEMENT shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this AGREEMENT shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

- 8.6 Attorney's Fees: If either MARATHON or KEY COLONY BEACH is required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.
- 8.7 Waiver of Jury Trial: Both MARATHON and KEY COLONY BEACH knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this AGREEMENT.
- 8.8 Severability: In the event a portion of this AGREEMENT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 8.9 Independent Contractor: MARATHON, for the purposes of this AGREEMENT, is and shall remain an Independent Contractor.

ARTICLE
9 NOTICES

- 9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by Certified mail, return receipt requested, or overnight delivery addressed as follows:

MARATHON

Charles Lindsey, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

A copy to:

David Migut, City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

KEY COLONY BEACH

City of Key Colony Beach
Christopher Moonis, City Administrator
Key Colony Beach City Hall
Post Office Box 510141
Key Colony Beach, FL 33051

A copy to:

Thomas D. Wright
Attorney for City of Key Colony Beach
Post Office Box 510141
Key Colony Beach, FL 33051

[Signatures on the following page.]

IN WITNESS OF, the parties hereto have executed this Agreement as of this 9 day of Aug., 2017.

ATTEST:

Diane Clavier
Diane Clavier, City Clerk

CITY OF MARATHON

By: [Signature]
Charles Lindsey, City Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

[Signature]
David Migut, City Attorney

ATTEST:

CITY OF KEY COLONY BEACH

Kathryn McCullough, City Clerk

By: [Signature]
Christopher Moonis, City Administrator

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Thomas D. Wright, City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
THE CITY OF KEY COLONY BEACH
PROVIDING FOR DELIVERY OF
EMERGENCY MEDICAL & FIRE RESCUE SERVICES**

This Interlocal Agreement (hereinafter, the "AGREEMENT") is made by and between THE CITY OF MARATHON, a municipal corporation of the State of Florida (hereinafter called "MARATHON"), and THE CITY OF KEY COLONY BEACH, a municipality of the State of Florida (hereinafter called "KEY COLONY BEACH").

WHEREAS, originally initiated on August 8th of 2017, MARATHON and KEY COLONY BEACH entered into an AGREEMENT for the CITY OF MARATHON to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, Marathon and the Key Colony Beach desire to reestablish and continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027, subject to annual renewal or appropriation; and

WHEREAS, the term of this Agreement is set, by mutual agreement it may be either dissolved or extended; and

WHEREAS, the annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually Marathon to Key Colony Beach; and

WHEREAS, consideration of the amount to be paid in future years will be at the discretion of the City of Marathon, but with deliberative discussions between the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, MARATHON and KEY COLONY BEACH do hereby agree as follows:

1. An AGREEMENT is hereby established between the City of Marathon and the City of Key Colony Beach for Marathon to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of Key Colony Beach.
2. The expiration of the AGREEMENT is hereby established as September 30, 2027, subject to annual renewal or appropriation. With the approval of both parties the AGREEMENT may be either dissolved or extended.
3. The amount of the AGREEMENT for FY 2024/2025 shall be \$937,000. This amount may be paid in quarterly increments.
4. The amount of the AGREEMENT in future years will be collaboratively discussed and be based upon actual cost estimates developed by Marathon and provided to Key Colony Beach.
5. This AGREEMENT will become effective upon the authorized signature of both parties.

[Signatures on the following page.]

IN WITNESS OF, the parties hereto have executed this Extension as of this 17th day of September, 2024.

ATTEST:

CITY OF MARATHON

for: Hilary H. Palmer
Diane Clavier, City Clerk
Hilary H. Palmer
Deputy Clerk

By: *George Garrett*
George Garrett, City Manager
Date: *9/19/2024*

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams
Steve Williams, City Attorney



ATTEST:

Sylvia Roussin
Sylvia Roussin, City Clerk

CITY OF KEY COLONY BEACH

By: *Joey Raspe*
Joey Raspe, Mayor
Date: *9/27/24*

APPROVED AS TO FORM AND LEGALITY:

Dirk Smits
Dirk Smits, City Attorney



CITY OF KEY COLONY BEACH

INVITATION TO BID ITB 2026-04

**Clean and Camera Approximately 38,000 Feet of 8-Inch
Sewer Gravity Main Line**

City of Key Colony Beach

INVITATION TO BID

The City of Key Colony Beach ("City") cordially invites interested contractors to complete and submit sealed bids by October 2nd, 2026, no later than 10:00 A.M. (ET), for the following project.

Clean and Camera Approximately 38,000 Feet of 8-Inch Sewer Gravity Main Line ITB 2026-04

THE PROJECT CONSISTS OF: Clean and camera sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight-inch (8") width pipe of the City's main wastewater gravity conveyance line, and the proper disposal of all debris in compliance with all federal, state and local requirements, all in accordance with the plans and specifications incorporated herein, and to be submitted by **October 2, 2026, at 10:00 A.M. (ET).**

All bids must be submitted in a sealed envelope to City Administrator John Bartus at 600 W. Ocean, Key Colony Beach, Florida 33051 (mailing address PO Box 510141, Key Colony Beach, FL 33051), no later than **October 2, 2026**, at 10:00 AM (ET) clearly marked "Sealed Bid for the City of Key Colony Beach ITB 2026-04" along with the name of your firm. Each bid must include one original, five (5) copies, and one (1) electronic copy on a thumb drive.

Bid packets are available on DemandStar. Bids will be deemed to be valid for a period of sixty (60) days after the submittal date. Successful vendors must provide proper insurance and proof of all required licenses and/or certificates, and each contractor is to submit their bid as indicated in the specifications.

The City reserves the right to reject any or all bids and to waive any informality in bidding.

Award of Contract: The City Commission will make the final award of the bid or contract.

Any questions from any bidders should be directed to City Administrator John Bartus by email to Cityadministrator@keycolonybeach.net. Answers will be posted electronically by the City on DemandStar.

DEFINITIONS:

The Term “City” whenever used in the contract documents shall be construed to mean the City of Key Colony Beach, Florida.

I. Introduction and Calendar of Events

The City of Key Colony Beach, Florida, hereinafter referred to as the “City,” will accept sealed bids from any responsive and responsible bidder as specified herein. The following is a tentative calendar:

CALENDAR OF EVENTS ITB 2026-04 (all times ET)		
September 11, 2026	10:00 a.m.	Release Solicitation
September 25, 2026	4:00 p.m.	Last Day for submission of written questions to the City
September 28, 2026	4:00 p.m.	Last day for the City to post answers to questions
October 2, 2026	10:00 a.m.	Bid Due & Opening*
October 20, 2026	10:00 a.m. Utility Board Meeting	Review by Utility Board & Recommendation to City Commission**
October 22, 2026	10:00 a.m. City Commission Meeting	Award of Bid**

*The bid opening is open to the public and will be held at City Hall (Trailer) at 600 W. Ocean Drive, Key Colony Beach, Florida 33051.

** All meetings are open to the public and will be held at the temporary meeting place for the City of Key Colony Beach, at the Key Colony Inn, Back Patio, 700 W. Ocean Drive, Key Colony Beach, Florida, 33051

II. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The Contractor shall complete a debarment certification, drug free workplace certification, sworn statement on public entity crimes, non-collusion affidavit of bidder, affidavit regarding the use of coercion for labor and services, business/personal relationship disclosure affidavit, executed contractor agreement, and E-Verify affidavit, and agrees to fully comply with Florida Public Records Laws as part of any agreement under the Invitation to Bid.

III. Cone of Silence

This Invitation to Bid is subject to a “Cone of Silence” and exemption as an ongoing competitive solicitation in accordance with Section 119.071(1), Florida Statutes. The cone of silence shall terminate at the time the

City Commission awards or approves a contract, votes to reject all bids, or otherwise takes action which ends the solicitation or procurement process.

If the City Commission refers the item back to City staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. When the cone of silence is terminated, public notice of the termination will be posted.

IV. Insurance Requirements:

The Contractor will be required to meet the City insurance requirements. Unless otherwise specified the Contractor shall, before commencing, add the City as an additionally named insured in the following minimum amounts with specific coverage. The successful bidder will submit evidence of insurance with their proposal.

1. **Commercial General Liability Insurance** - Amount: \$1,000,000.00 / \$2,000,000.00
2. **Automobile Liability Insurance** - Amount: \$1,000,000.00
3. **Workers Compensation Insurance** - Amount: Statutory Limits

V. Scope of Work:

The Contractor will complete the project based on the "Bid Specifications" page below, and all manufacturing instructions related to the use of any products selected. All work shall be completed in accordance with a project schedule provided by the City and agreed to by the Contractor.

VI. Site Restoration:

The Contractor will be responsible for the repairs or other damages to the project site and work areas caused by the Contractor during the execution of this Contract.

The Contractor shall ensure that all disturbed grass areas will be re-seeded with the same grass seed and blanket. Site cleanup shall take place at the completion of the project with all materials and debris generated during the job, be removed from the work areas. This includes the parking lots, sidewalks, driveways and any other areas affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as designated by the City's Representative. Upon completion of the entire project, the sites outside the scope of the project should be returned to the same condition that existed prior to work being done.

VII. Guaranties/Warranties:

The Contractor shall warrant and guarantee all work against defective workmanship for a period of two (2) years, commencing at the time of City acceptance of the completed project. Ordinary wear and tear will not be subject to warranty claims.

VIII. Quotes:

All required work must be included in the quoted amount on the Vendor Cost Bid form provided below.

IX. Billing/Invoicing:

All billing and invoicing shall be done at the completion of the project. All invoices for fees or compensation shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. No 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, and will otherwise comply with the Florida Prompt Payment Act as applicable.

X. Rejection of Bids:

A. The City reserves the right to cancel requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.

B. The City reserves the right:

- i. to reject any or all bids,
- ii. to accept the bid in its entirety or in parts or phases,
- iii. to waive any informality or irregularity in any bid,
- iv. to negotiate changes and/or modifications with the lowest responsible vendor, and
- v. to make award to the response deemed to be the most advantageous to the City.

C. Vendors shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

D. Any bid not conforming with the specifications or requirements set forth by the City in the request may be rejected.

E. Bids may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.

XI. Successful Bid:

A. Submissions shall be tabulated, and a recommendation shall be prepared by the City staff. If an award is to be made to other than the lowest vendor, or if the purchase was not included in the fiscal year budget, justification must be made in writing.

B. City staff shall send a recommendation and tabulation of all bids received for purchases meeting the requirements to the City Commission for consideration of awarding.

C. All awards made in accordance with the provisions of this Invitation to Bid are final determinations.

XII. Change Orders:

A. After a contract is awarded pursuant to the procedures specified herein, additional purchases or modifications may be made under the contract, or the terms of the contract may be extended, without rebidding the materials, supplies, services or equipment involved, provided that the change order:

- i. Is not of such a size or nature as to undermine the integrity of the original process; and

- ii. Is germane to the original contract; and
- iii. Does not exceed twenty percent (20%) of the contractor amount; and
- iv. The change order is approved by the City Commission. However, the Mayor or City Administrator, may approve change orders for amounts that are not greater than fifteen thousand dollars (\$15,000.00) as authorized by the City Commission.
- v. Change orders for contracts for public improvements shall be as provided by state law.

XIII. Additional Requirements:

- A. The vendor must comply with all applicable laws prerequisite to doing business in the state.
- B. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the City within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.
- D. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

XIV. Additional Items

CONTRACT REQUIREMENTS

The successful vendor will be required to enter a contract with the City consistent with the terms of this Invitation to Bid which should contain the following additional terms:

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the " indemnitees ") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the indemnitees , or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section

includes subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands and actions on account of bodily injury, death or property loss to an indemnitee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any indemnitee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights. The provisions of the indemnity provided for herein shall not be construed to indemnify any indemnitee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the City. In any and all claims against any indemnitee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

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Bid Specifications

Clean and Camera Approximately 38,000 Feet of 8-Inch Sewer Gravity Main Line

City of Key Colony Beach, FL 33051

Location:

The City of Key Colony Beach, Florida.

Scope of Work:

The Contractor shall:

1. Clean and camera the sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight-inch (8") width pipe of the City's main wastewater gravity conveyance line.
2. Remove all debris and dispose of the same in a proper method and at an authorized location that is consistent and complies with all federal, state and local requirements.
3. Any affected areas must be cleaned and returned to their condition existing prior to the commencement of work hereunder.

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CONTRACTOR AGREEMENT

TO: City of Key Colony Beach, Florida
600 W. Ocean Dr.
Key Colony Beach, FL 33051

The undersigned, in compliance with your advertisement for bids for work as specified, and related documents prepared by or at the direction of the City, Owner, and being familiar with all conditions surrounding the work, including availability of labor and material, does hereby propose to furnish materials, labor, equipment and services and pay for same and shall perform all work required for the completion of the Project, in accordance with the Contract documents and at the price provided.

Contractor certifies this bid to be for the project described in the bid document and to be in accordance with plans, specifications and Contract documents.

In no event shall any delays or extensions of time be construed as cause or justification for payment of extra compensation to the Contractor. Any claims for an increase of the Contract time shall be made in writing to the City within seven (7) days of the cause.

Signed: _____

Print Name: _____

Print Title: _____

Company Name: _____

Date: _____

City of Key Colony Beach
ITB 2026-04

VENDOR COST BID FORM

To clean and camera approximately 38,000 feet of 8-inch (8") sewer gravity main line, and to properly remove and dispose of all debris in a proper method that is consistent and complies with all federal, state, and local requirements

Complete Cost \$ _____

Total Price written in words: _____

The City reserves the right to accept or reject all bids.

The bid must be submitted on this form with all required prices filled in. The total price shall be shown both numerically and in words. In case of discrepancy, the amount written in words shall govern.

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

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(14), 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 (1), 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, ☐ 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: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____, who, ☐ 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: _____

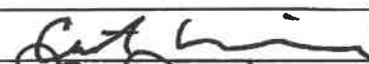
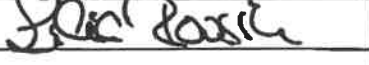
Bid Opening Form

Bid Title: ITB 2026-04 CCTV Sewer Lines

Bid Due Date & Opening: Friday, October 2nd, 2026, 10:00 AM

Opened by: City Administrator John Bartus

Witnessed by:

NAME	TITLE	SIGNATURE
CURT MARINO	GENERAL MGR.	
Silvia Roussin	City Clerk	

Received bids:

BID 1	COMPANY	Time Opened
	Hill Clear Underground	10:00 AM
Item	Description	Costs
1.	Complete Cost	\$ 103,400.00

BID 2	COMPANY	Time Opened
	LHK Pipe Renewal	10:02 AM
Item	Description	Costs
1.	Complete Cost	\$ 150,300.00

BID 3	COMPANY	Time Opened
	South East Services of Treasure Coast	10:04 AM
Item	Description	Costs
1.	Complete Cost	\$ 169,100.00

BID 4	COMPANY	Time Opened
	Atlantic Pipe Services	10:05 AM
Item	Description	Costs
1.	Complete Cost	\$ 95,000.00

BID 5	COMPANY	Time Opened
	USA Services of Florida	10:06 AM
Item	Description	Costs
1.	Complete Cost	\$ 132,899.00

BID 6	COMPANY	Time Opened
	GCU Gulf Coast Underground	10:07 AM
Item	Description	Costs
1.	Complete Cost	\$ 197,600.00

BID 7	COMPANY	Time Opened
	InstaForm	10:08 AM
Item	Description	Costs
1.	Complete Cost	\$ 107,750.00

BID 8	COMPANY	Time Opened
	GPH Services	10:10 AM
Item	Description	Costs
1.	Complete Cost	\$ 104,240.00

BID 9	COMPANY	Time Opened
	Enviro Waste Services	10:12 AM
Item	Description	Costs
1.	Complete Cost	\$ 91,006.20

BID 10	COMPANY	Time Opened
Item	Description	Costs
1.	Complete Cost	\$

BID 11	COMPANY	Time Opened
Item	Description	Costs
1.	Complete Cost	\$

Quotation	For Order Placement: E-mail: nam.service.pocentral@veolia.com		
Quote Date	Quote Validity	Veolia Quote #	Project #
September 24,2026	30 days	707346-CO	500032
Legal Entity	Veolia Contact	Customer Contact	
ZENON Environmental Corporation	Craig Brown, Regional craig.brown@veolia.com 678 687 3393	Shane Ellis sellis@uswatercorp.net	
Sold To:	City of Key Colony Beach 600 west ocean drive, Key Colony Beach, FL	Ship To:	City of Key Colony Beach 600 8th Street, Key Colony Beach, FL, 33051 USA
Currency:	USD	Payment Terms:	Net 30
Freight:	Included, best way	INCO Terms:	DDP City of Key Colony Beach WWTP

Item Description	Part #	Quantity	Unit Price	Extended Price
MOD/PKG-ZW500DS,300,PX11,1M	3151124	16		
2-year full replacement membrane warranty		incl.		
Top Permeate Saddle Adapter	3040500	10		
#232 EPDM O-ring	1124642	10		
#236 EPDM O-ring	1153604	10		
O-ring #226(EPDM)	3033693	20		
HOSE,3",GOODYEAR,GRAY FOOD	3082186	140		
HOSE,3.00,AIR,CONTINENTAL	3074649	70		
Off-site support, project management		Incl.		
On-site support, 2 FSRs 5x10-hr days on-site plus travel & living	135491	1 Visit		\$30,360
International shipment, and fees	3095534	incl.		
Freight, DDP City of Key Colony Beach WWTP		incl.		\$7,183
Trade surcharge ^{Note 1}		incl.		\$7,371
Total Price, excluding taxes			USD	118,760

Note 1: As of the date of this proposal, ZeeWeed membranes and components manufactured in Hungary are subject to a 10% tariff plus a 3.9% duty on ZeeWeed membranes not shipped in operational cassette frames. Tariffs, duties, and costs to administer tariffs/duties have been included herein. Veolia reserves the right to adjust our pricing at the time of order based on any material changes to tariffs, duties, or other government-imposed costs that directly impact our pricing.

Proposal Notes:

- Veolia would like to note that under the current exceptional circumstances across global supply chains and logistics networks, Veolia may not be in a position to guarantee and comply with the planned schedule for product / project delivery or performance. Veolia reserves the right to modify the schedule / contract accordingly. Veolia will promptly inform you of any changes which may impact the contract or the project.

- Given the evolving geopolitical landscape and the potential for changes in tariffs, duties, and trade regulations, Veolia's pricing is based on the laws, regulations and tariffs in effect as of the date of this proposal. If any material changes to tariffs, duties, or other government-imposed costs directly impact our pricing or time of performance, Veolia reserves the right to adjust our proposal pricing and schedule accordingly.

At Veolia, we remain committed to our customers. We will continue to communicate any impacts as they become known.

Buyer Scope:

- Buyer is responsible for all tasks required for the onsite installation of the membranes, including removal of existing modules, installation of new modules, and disposal of all materials.

General Notes

- Order:** To place an order, please return this signed quotation or email a signed purchase order to the customer care address shown above. To ensure that you receive the pricing quoted, please reference the quotation number on your order.
- Terms:** All sales are subject to Veolia terms and conditions, which are attached to this quotation.
- Veolia's proposed price for ZeeWeed membranes is subject to adjustment between the period from the expiry of the proposal validity up to shipment of membranes according to upward changes in the following indices:
 - 40%: PPI Industry Index for Hungary: Link to Hungary Industry PPI
 - 60%: PPI Chemical Industry for European Union: Link to EU Chemical PPI

In the event that either index becomes unavailable, a suitable equivalent replacement index will be agreed between the parties. The buyer has the right to request that the supplier supports any price increase with market pricing data, within the bounds of commercial confidentiality.

- Shipment/Collection Delays:** The sale will be subject to price adjustment if not collected within 1 month of Readiness for Shipment. After the one month of Readiness for Shipment if Purchaser does not send agreement to receive or collects the items (depending on Incoterms), Seller is entitled to reallocate the items to another customer.
- Taxes:** Pricing above does not include applicable taxes, which will be applied at time of invoicing.
- Payment:** Veolia prefers to receive payment by wire transfer and will also accept payment by courier check.

Wire transfer information for ZENON Environmental Corporation	
send details to: SHD WATS REMIT-NAM vtc.vwts.remit-nam.all@veolia.com	
Bank of America Merrill Lynch	ACCT# 4426318136
C/O ZENON Environmental Corporation	ABA# 026009593
901 Main Street Dallas, TX 75202	SWIFT# BOFAUS3N
	ACH# 111000012

● **Invoicing:**

Invoicing Schedule	Approximate % of Sub-Total	Invoice Value, Excluding Tax
An invoice will be issued upon acceptance by Veolia of customer purchase order. Approximate percent calculation based on the material, off-site labor, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	\$26,120
An invoice for the balance of the material, off-site labor, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	\$61,880
A final invoice for the on-site support sub-total will be issued upon completion of installation.	100%	\$30,360
		\$118,760

- **Freight:** Freight and freight insurance DDP City of Key Colony Beach WWTP , INCOTERMS 2020. Includes brokerage at Canada US border – flat fee, US EPA documentation flat fee and US MPF fee ~0.3464% - merchandise processing fee. Any new duty imposed after the date of this proposal is the responsibility of Key Colony Beach.
- **Trade Surcharge** – A US Tariff of 7.5% applies to all materials that originate from the European Union and a US Customs duty of 3.9% applies to all ZeeWeed membranes shipped individually or in shipping frames; not in operational cassette frames. On the basis of DDP terms, these fees will be paid by Veolia within the quoted price. Any new or increased tariff or duty imposed after the date of this proposal is the responsibility of Key Colony Beach.
- **Availability** - Delivery of membrane modules is typically 2-3 weeks after receipt of order.
- **Storage:** Membranes must be transported and stored such that the goods are protected from freezing, direct sunlight, extreme heat and stay sealed as shipped until ready for use. Storage should be in a dark, dry, level area at the temperature per the chart below. Membranes have a shelf life of 1 year before requiring re-preservation and should not be stored longer than necessary prior to installation. Buyer is responsible for risk of loss of Seller's parts while in storage at customer's plant.

Product	Recommended Temperature Range
ZW500D, ZW1000, ZW1500, ZW500S, ZW700B	5-35°C (41-95°F)

accepted by: _____ <div style="text-align: center; margin-top: 10px;">print name</div>	client PO # _____ (please attach PO): _____ <div style="text-align: right; margin-top: 20px;">date: _____</div>
<div style="text-align: center; margin-top: 10px;">signature</div>	

Doc. control: Author: DQ Technical review: N/A Commercial review: JP DOA: Bikt

Attachment A Membrane Warranty

This schedule sets out the warranty with respect to ZeeWeed membrane modules ("membrane modules"). No other warranties, expressed or implied are made in connection with the sale of these products, including, without limitation, warranties as to fitness for any purpose or use or merchantability of these products. The warranty provided herein will be the exclusive and sole remedy of Buyer. This warranty is not transferable.

1. Definitions

The following terms shall have the meaning set forth below when used in the warranty document:

- a. "Buyer" means the party purchasing the ZeeWeed Modules from the Seller
- b. "Seller" means a business component of, or legal entity within the Veolia business which is selling the ZeeWeed membranes.

2. Warranty Product

This warranty applies to only the membrane modules supplied under the contract of sale. Membrane module means the hollow fiber ultrafiltration membranes and the potted plastic headers. This warranty does not cover air piping to the membrane module, permeate piping from the membrane module, piping connection fittings, connecting hardware and cassette frames with their associated components including but not limited to spacers, aerator tubes, aerator assemblies, screen, module dummies or module blanks.

3. Scope of Warranty

The Seller warrants that its membrane module(s) will be free of defects due to faulty materials or errors in manufacturing workmanship.

Regular membrane module inspection and normal fiber repair shall be the responsibility of Buyer.

All replacement membrane modules will be shipped on the basis of INCOTERMS 2020 FCA Veolia manufacturing facility.

All ancillary costs including but not limited to bagging, boxing, crating, freight, freight insurance, applicable taxes, import duties, certifications, brokerage, receiving, forklift services, storage at site, reattachment hardware, hose/clamp/camlock replacement, crane services, installation, fiber repair materials, glycerin flushing, commissioning and waste disposal are the responsibility of Buyer.

4. Warranty Start Date

Membrane warranty will start on the earlier of:

- a. The date that installation of the original membrane module(s) has been substantially completed, or
- b. Three (3) months from the date of delivery of the original membrane module(s) to Buyer.

5. Warranty Duration

Total Warranty Duration: a total of 24 months of full replacement warranty coverage.

6. Notification Of Claim

All claims filed under this warranty shall be made in writing by Buyer within 30 days of identifying a defect.

Buyer shall provide the following information:

- a. A description of the defect giving rise to the claim;
- b. Photographs showing the manufacturing defect;
- c. The serial number(s) of the membrane module(s) which is (are) the subject of the warranty claim; and
- d. Operating data and repair history for the life of membrane modules which are the subject of a warranty claim.

7. Verification of Claim

After receipt of written notification of a defect, the Seller will promptly undertake such investigations as, in the Seller's opinion, are necessary to verify whether a defect exists. The Seller reserves the right to require additional data as necessary to validate claims. Buyer may, in the course of these investigations, be requested to return membrane module(s) to the Seller for examination (see [item 11](#)). The Seller may also conduct reasonable tests and inspections at Buyer's plant or premises. If the results of the investigation do not validate the defect claimed, Buyer will reimburse the Seller for all reasonable expenses associated with said investigation, including expenses for all tests, inspections, and associated travel.

8. Satisfaction of Claims

The Seller will have the right to satisfy claims under this warranty in a flexible manner. Such flexibility may include the repair of existing membrane modules or changes in operating protocols or membrane module replacement or by upgrading failed membrane modules with newer membrane module(s) that may embody design and efficiency improvements. Buyer consents to the supply of replacement membrane modules which may be of a different design than original membrane modules.

9. Operating Information

To maintain the membrane module warranty, membrane system operation records from initial start-up date until claim must be maintained by Buyer and made available to the Seller upon request. Records must be provided in sufficient detail as applicable to verify the subject of a warranty claim and can include but is not limited to, operation data including information on feed water quality, temperatures, flows, trans-membrane pressures, aeration rates, permeate quality, cleaning intervals, cleaning chemical concentrations, elapsed time since start-up, relevant analytical data and reporting of any screen bypass events.

Buyer shall maintain and share access to a single reference copy in electronic form of a membrane module map containing the history of activity by membrane module and the serial number for each module. Buyer shall log its procedures performed related to a membrane module including relocation of membrane modules, repairs, replacements and any other noteworthy events.

Buyer authorizes the Seller to conduct any reasonable review of operation and maintenance records or to inspect facilities where membrane modules are installed, upon reasonable notice to Buyer. Such reviews and/or inspections are intended to also assist the Seller and Buyer in detection of membrane system faults and to optimize the care and operation of the membrane modules.

10. Limitation of Warranties

Occurrence of any of the following as reasonably determined by the Seller will void this warranty:

- a. A material failure to operate the membrane system in accordance with Seller's operations and maintenance manual supplied to Buyer as part of the contract, including material failure to adhere to the Seller's specified membrane module cleaning procedures and the use of anything other than Seller-approved membrane module cleaning agents.

- b. Failure to adhere to the preventive maintenance program as presented in the Seller's operations and maintenance manual, in published product manuals and in specifications.
- c. Failure to adhere to all transportation and storage requirements. ZeeWeed membrane modules may be stored up to 12 months from date of receipt and must be transported and stored in original intact packaging out of direct sunlight in ambient temperatures between 5-35 Degrees Celsius. Storage beyond 12 months from date of receipt requires a written request to Veolia to maintain membrane module warranties.
- d. Introduction of destructive foreign materials and chemical agents into the membrane module.
- e. Failure to maintain and provide system operating data and repair history for the life of membrane modules which are the subject of a warranty claim.
- f. Physical abuse or misuse, incorrect removal or installation of membrane modules by non-Seller personnel including fiber damage caused by operator error in handling of membrane modules or cassettes.
- g. Unauthorized alteration of any components or parts originally supplied by the Seller.
- h. Intentional damage.

11. Return Procedure

In the event that the return of a membrane module is required pursuant to this warranty, Buyer will first obtain a Return Goods Authorization (RGA) number from the Seller. Membrane module(s) shipped to the Seller for warranty examination must be shipped freight prepaid in environmentally controlled freight and storage with ambient air temperature between 5-35 degree Celsius. If Buyer desires temporary replacement membrane module(s) to replace those alleged to be defective and returned to the Seller for warranty examination, Buyer shall be responsible for the cost associated with any such replacements until examination of the returned membrane modules pursuant to this warranty is complete. Any membrane module examined by Seller as part of a warranty claim where the membrane module is subsequently found to be performing as warranted or where a membrane module failure is not covered under the warranty will be returned to Buyer, freight collect or disposed of by Seller and the cost associated with any membrane analysis and diagnostic work will be levied against the Buyer based on Veolia standard labor rates.

12. Disclaimer and Limitation on Liability

To the maximum extent permitted by law, in no event shall Seller be liable for any loss of profit or revenues, loss of production, loss of use of equipment or services or any associated equipment, interruption of business, cost of capital, cost of replacement water or power, downtime costs, increased operating costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages arising out of or relating to the performance or actual or alleged breach of the agreement, regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory.

Attachment B Veolia Standard Terms and Conditions

1. **Exclusive Terms and Conditions.** Together with any other terms the Parties agree to in writing, these General Terms and Conditions – together with the last proposal in order of time issued by the Seller – form the exclusive terms (“Agreement”) whereby Buyer agrees to purchase, and Seller agrees to sell products and equipment (jointly “Equipment”) and to provide advice, instruction and other services in connection with the sale of that Equipment (“Services”). If Buyer sends to Seller other terms and conditions to which Seller may not respond, including but not limited to those contained in Buyer’s purchase order, such shall not apply. This Agreement may only be revised by a change order approved in writing by both Parties. All terms not defined herein shall be defined in Seller’s proposal.
2. **Equipment and Services.** The Equipment to be delivered and the Services to be provided shall be as set out in this Agreement. Unloading, handling, storage, installation, and operation of Buyer’s systems or the Equipment are the responsibility of Buyer. Buyer shall not require or permit Seller’s personnel to operate Buyer’s systems or the Equipment at Buyer’s site.
3. **Prices and Payment.** Buyer shall pay Seller for the Equipment and Services in accordance with the payment schedule (as set forth in Seller’s proposal or, if applicable, in any special conditions agreed to in writing by the Parties). Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller’s invoice. Seller may require a Letter of Credit or other payment guarantee, in which case the stated amount of the guarantee will be adjusted by Buyer in the event of any currency-based adjustment to prices or payment amounts per the Payment Schedule, and Buyer shall deliver the adjusted guarantee within five (5) days of request by Seller. Buyer agrees to reimburse Seller for collection costs, including 2% (two percent) interest per month (not to exceed the maximum amount permitted by applicable law), should Buyer fail to timely pay. Buyer shall have no rights to make any deduction, retention, withholding or setoff relating to any payments due under this Agreement.
4. **Taxes and Duties.** Seller shall be responsible for all corporate taxes measured by net income due to performance of or payment for work under this Agreement (“Seller Taxes”). Buyer shall be responsible for all taxes, duties, fees, or other charges of any nature (including, but not limited to, consumption, gross receipts, import, property, sales, stamp, turnover, use, or value-added taxes, and all items of withholding, deficiency, penalty, addition to tax, interest, or assessment related thereto, imposed by any governmental authority on Buyer or Seller or its subcontractors) in relation to the Agreement or the performance of or payment for work under the Agreement other than Seller Taxes (“Buyer Taxes”). The Agreement prices do not include the amount of any Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts so that Seller receives the full Agreement price without reduction for Buyer Taxes. Buyer shall provide to Seller, within one month of payment, official receipts from the applicable governmental authority for deducted or withheld taxes. Buyer shall furnish Seller with evidence of tax exemption acceptable to taxing authorities if applicable, prior to execution of the Agreement by both Parties or issuance by the Seller of the order acceptance. Buyer’s failure to provide evidence of exemption at time of order will relieve Seller of any obligation to refund taxes paid by Seller.
5. **Delivery, Title, Risk of Loss.** Unless otherwise specified in this Agreement, Seller shall deliver all Equipment to Buyer FCA (Incoterms 2020) Seller’s facility. The time for delivery of the Equipment to Buyer shall be specified in this Agreement. Seller’s sole liability for any delay in delivery of the Equipment shall be as expressly set out in this Agreement. The place of delivery specified herein shall be firm and fixed, provided that Buyer may notify Seller no later than forty-five (45) days prior to the scheduled shipment date of the Equipment of an alternate point of delivery, Buyer shall compensate Seller for any additional cost in implementing the change. If any part of the Equipment cannot be delivered when ready due to any cause not attributable to Seller, Buyer shall designate a climate-controlled storage location, and Seller shall ship such Equipment to storage. Title and risk of loss shall thereupon pass to Buyer and amounts payable to Seller upon delivery or shipment shall be paid by Buyer along with expenses incurred by Seller. Services provided herein shall be charged at the rate prevailing at the time of actual use and Buyer shall pay any increase, and Buyer shall pay directly all costs for storage and subsequent transportation. Failure by Buyer to take delivery of the Equipment shall be a material breach of this Agreement.

Title and risk of loss to the Equipment shall be transferred from Seller to Buyer at the point of delivery upon handover in accordance with this Agreement. Title and risk of loss to the Services shall pass as they are performed.
6. **Warranties and Remedies.** Seller warrants that Equipment shall be delivered free from defects in material, workmanship and title and that Services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications. Seller’s warranty does not cover the results of improper handling, storage,

installation, commissioning, operation or maintenance of the Equipment by Buyer or third parties, repairs or alterations made by Buyer without Seller's written consent, influent water which does not comply with agreed parameters, or fair wear and tear.

Unless otherwise expressly provided in this Agreement, the foregoing warranties are valid for:

- (a) Chemicals and services, for six (6) months from their date of delivery or the provision of Services;
- (b) Consumables, including filters and spiral wound membranes (other than spiral wound membranes for process treatment), the earlier of twelve (12) months from date of first use or fifteen (15) months from their date of delivery;
- (c) Spiral wound membranes for process fluid treatment, ninety (90) days from their date of first use;
- (d) Ultrafiltration membranes (ZW500, ZW700B, ZW1000, ZW1500), twelve (12) months from their date of delivery;
- (e) Equipment other than chemicals and consumables, the earlier of, fifteen (15) months from delivery or shipment to storage, or twelve (12) months from start-up/first use;
- (f) Software, ninety (90) days from the date of receipt;
- (g) Equipment not manufactured by Seller; the warranty shall be the manufacturer's transferable warranty only.

Any claim for breach of these warranties must be promptly notified in writing, and Buyer shall make the defective item available to the Seller, or the claim will be void. Seller's sole responsibility and Buyer's exclusive remedy arising out of or relating to the Equipment or Services or any breach of these warranties is limited to repair at Seller's facility or (at Seller's option) replace at Seller's facility the defective item of Equipment and re-perform defective Services. In performance of its obligations hereunder, Seller will not control the actual operation of either Buyer's systems or the Equipment at the Buyer's site.

Warranty repair, replacement or re-performance by Seller shall not extend or renew the applicable warranty period.

The warranties and remedies are conditioned upon (a) proper unloading, handling, storage, installation, use, operation, and maintenance of the Equipment and Buyer's facility and all related system in accordance with Seller's instructions and, in the absence, generally accepted industry practice, (b) Buyer keeping accurate and complete records of operation and maintenance during the warranty period and providing Seller access to those records, and (c) modification or repair of Equipment or Services only as authorized by Seller in writing. Failure to meet any such conditions renders the warranty null and void.

The Buyer will be entitled to assign to a subsequent owner of the Equipment the warranties of the Seller under this Agreement, provided that a prior written notification is sent to the Seller and the assignment agreement contains terms and conditions which provide the Seller with the protections of the warranties and limitations on liability contained in the Agreement. Subject to Buyer's compliance with the foregoing requirement, such warranty rights are expressly assignable by the Buyer to a subsequent owner of the Equipment. Except as provided herein, Buyer is not entitled to extend or transfer this warranty to any other party. The warranties and remedies set forth in this article are in lieu of and exclude all other warranties and remedies, statutory, express or implied, including any warranty of merchantability or of fitness for a particular purpose.

Unless otherwise expressly stipulated in this Agreement, Seller gives no warranty or guarantee as to process results or performance of the Equipment, including but not limited to product quality, flow, production, capacity, membrane life, chemical consumption, regulatory compliance or energy consumption.

7. **General Indemnity.** Seller shall indemnify and hold harmless Buyer from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Seller or its officers, agents, employees, and/or assigns while engaged in activities under this Agreement. Buyer shall likewise indemnify and hold harmless Seller from claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of the Buyer, its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by the joint or concurrent negligence of Seller and Buyer, the loss shall be borne by each Party in proportion to its negligence. For the purposes of this article (i) "Third party" shall not include Buyer or any subsequent owner of the Equipment, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

8. **Compliance with Laws and Permits.** All permits, authorizations, and licenses which are required to construct, install and/or operate Buyer's facility or equipment, to use the Equipment, or to manage and dispose of any wastes, discharges, and residues resulting from Buyer's use of the Equipment, shall be obtained and maintained by Buyer at Buyer's sole expense. Buyer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration, and labeling of all Equipment after delivery of the Equipment, as well as for the proper management and disposal of all wastes, discharges, and residues.
9. **Buyer's Site Conditions.** Buyer warrants that any data furnished to the Seller concerning conditions at Buyer's site (including but not limited to any existing Buyer facility, equipment or processes, influent water or other substances to be treated or measured with the Equipment) is accurate and complete, and the Seller reserves the right to utilize the most appropriate design compatible with generally accepted engineering practices, and to make changes in details of design, manufacture and arrangement of Equipment unless precluded by any limitations specified in this Agreement. Seller shall notify Buyer of (1) any conditions at Buyer's site which materially differ from those indicated in the data furnished by Buyer, (2) any previously unknown physical conditions at Buyer's site of an unusual nature, not revealed by previous investigations and differing from those ordinarily encountered in the type of work provided for in this Agreement, and (3) the presence of any Hazardous Materials (as defined below), the existence of a contaminated soil, unexploded ordinance, or archaeological remains. If such conditions cause an increase in Seller's cost or in the time required for the performance of Seller's obligations, Seller shall be entitled to an equitable adjustment in the Agreement price and an extension in the time for performance.
10. **Hazardous Materials and Wastes.** In the event that Seller encounters any Hazardous Materials (meaning toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any law, statute, directive, ordinance or regulations promulgated by any applicable governmental entity) at Buyer's site, other than Hazardous Materials introduced by Seller or that are otherwise the express responsibility of Seller under this Agreement, Buyer shall immediately take whatever precautions are required to legally eliminate such Hazardous Materials so that the Seller's work under this Agreement may safely proceed. At no time shall Seller be deemed to have taken title to or the responsibility for the management or disposal of any wastes, Hazardous Materials, influent water, any resultant product streams, wastewater streams, discharges, cleaning materials, or any other materials or substances processed by the Equipment or otherwise located at Buyer's site. Seller does not take responsibility for and hereby expressly disclaims responsibility for the characterization or disposal of wastes, Hazardous Materials, or for the identification, selection, or management of disposal facilities for any wastes.
11. **Excusable Delays.** Seller shall not be liable nor in breach or default of its obligations under this Agreement to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the reasonable control of Seller, including, but not limited to: acts of God, natural disasters, unusually severe weather, fire, terrorism, war (declared or undeclared) epidemics, material shortages, insurrection, act (or omissions) of Buyer or Buyer's contractors/suppliers or agents, any act (or omission) by any governmental authority, strikes, labor disputes, transportation shortages, or vendor non-performance. The delivery or performance date shall be extended for a period equal to the time lost by reason of delay or non-performance, plus such additional time as may be necessary to overcome the effect of the delay or non-performance. If delivery or performance is delayed for a period exceeding 180 (one hundred and eighty) days, either Party may terminate this Agreement without further liability provided that Seller shall be paid an amount equal to that which would be payable to Seller under the article entitled "Termination". If Seller is delayed by any acts (or omissions) of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall be entitled to an equitable adjustment in schedule, price and/or performance, as applicable.
12. **Emergencies.** If the safety of Seller's personnel is threatened or likely to be threatened by circumstances outside the reasonable control of Seller, including but not limited to war, armed conflict, civil unrest, riots, terrorism, kidnapping, presence of or exposure to hazardous materials, unsafe working conditions, or by the threat of such circumstances or a lack of adequate protections against such circumstances, Seller shall be entitled to take all necessary steps to ensure the security and safety of its personnel including the evacuation of personnel until such circumstances no longer apply. Any such occurrence shall be considered an excusable delay event. Buyer shall reasonably assist in the event of any such evacuation.
13. **Confidentiality, Intellectual Property.** Both Parties agree to keep confidential the other Party's proprietary non-public information, if any, which may be acquired in connection with this Agreement. Buyer will not, without Seller's advance written consent, subject Equipment to testing, analysis, or any type of reverse engineering. Seller retains all intellectual property rights including copyright which it has in all drawings and data or other deliverables (including the Equipment) supplied or developed under this Agreement. Buyer agrees that it will not file patent

applications on the Equipment or any development or enhancement of the Equipment, or of processes and methods of using the Equipment, without Seller's express prior written permission. Buyer further agrees that in any event any such patents will not be asserted against Seller or its other buyers based upon purchase and use of such Equipment. Seller grants to Buyer a non-exclusive, non-terminable, royalty free license to use the intellectual property embedded in Equipment delivered to and paid for by the Buyer, as well as any drawings, design or data delivered to and paid for by the Buyer, for the purposes of owning, financing, using, operating and maintaining the relevant Equipment at Buyer's site. Such license may only be assigned to a subsequent owner of the Equipment or to an operations and maintenance subcontractor. Such license does not extend to the re-creation of the Equipment or the manufacture of spares or consumables by Buyer or third parties.

Any software Seller owns and provides pursuant to this Agreement shall remain Seller's property. Seller provides to Buyer a limited, non-exclusive and terminable royalty free project-specific license to such software for the use, operation or maintenance at Buyer's site of any Equipment purchased hereunder to which the software is a necessary component. Buyer agrees not to copy, sub-license, translate, transfer, reverse engineer, or decode the software.

Seller shall indemnify and hold harmless Buyer from any rightful claim of any third party that any Equipment or Service infringe a patent in effect in the USA, or country of delivery (provided there is a corresponding patent issued by the USA), or USA copyright or copyright registered in the country of delivery. If the Buyer notifies the Seller promptly of the receipt of any such claim, does not take any position adverse to the Seller regarding such claim and gives the Seller information, assistance and exclusive authority to settle and defend the claim, the Seller shall, at its own expense and choice, either (i) settle or defend the claim and pay all damages and costs awarded in it against the Buyer, or (ii) procure for the Buyer the right to continue using the Equipment or Service, or (iii) modify or replace the Equipment or Service so that it becomes non-infringing, or (iv) remove the infringing Equipment and refund the price. The above paragraph shall not apply to any misuse of Equipment or Equipment which is manufactured to the Buyer's design, or to alleged infringement arising from the combination, operation, or use of any Equipment or Services with other equipment or services when such combination is part of any allegedly infringing subject matter. The foregoing list of sub-sections (i), (ii), (iii), and (iv) and related terms state the entire liability of the Seller for intellectual property infringement by any Equipment or Service.

- 14. Limitations on Liability.** Notwithstanding anything else contained in this Agreement, to the maximum extent permitted by law, and regardless of whether a claim is based in contract (including warranty or indemnity), extra-contractual liability, tort (including negligence or strict liability), statute, equity or any other legal theory:

- (a) THE TOTAL LIABILITY OF THE SELLER AND OF ITS INSURER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT OR USE OF ANY EQUIPMENT OR SERVICES SHALL NOT EXCEED THE TOTAL PRICE PAID BY BUYER UNDER THIS AGREEMENT OR (IN THE CASE OF AN AGREEMENT FOR SERVICES WITH A TERM OF MORE THAN ONE YEAR) THE ANNUAL PRICE PAYABLE BY BUYER UNDER THIS AGREEMENT;
- (b) IN NO EVENT SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF PRODUCTION, LOSS OF USE OF EQUIPMENT OR SERVICES OR ANY ASSOCIATED EQUIPMENT, INTERRUPTION OF BUSINESS, COST OF CAPITAL, COST OF REPLACEMENT WATER OR POWER, DOWNTIME COSTS, INCREASED OPERATING COSTS, CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES, OR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES;
- (c) SELLER'S LIABILITY SHALL END UPON EXPIRATION OF THE APPLICABLE WARRANTY PERIOD, PROVIDED THAT BUYER MAY CONTINUE TO ENFORCE A CLAIM FOR WHICH IT HAS GIVEN NOTICE PRIOR TO THAT DATE BY COMMENCING AN ACTION OR ARBITRATION, AS APPLICABLE UNDER THIS AGREEMENT, BEFORE EXPIRATION OF ANY STATUTE OF LIMITATIONS OR OTHER LEGAL TIME LIMITATION BUT IN NO EVENT – TO THE EXTENT PERMITTED BY APPLICABLE LAW – LATER THAN FIVE (5) MONTHS AFTER EXPIRATION OF SUCH WARRANTY PERIOD.

For the purposes of this article, "Seller" shall mean Seller, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, individually or collectively. If Buyer is supplying Seller's Equipment or Services to a third party, Buyer shall require the third party to agree to be bound by this article. If Buyer does not obtain this agreement for Seller's benefit for any reason, Buyer shall indemnify and hold Seller harmless from all liability arising out of claims made by the third party in excess of the limitations and exclusion of this article.

- 15. Termination.** This Agreement and any performance pursuant to it may be terminated by either Party, and the consequences of such termination shall be as set out in the next paragraph, if the other Party

- (a) Becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver or trustee appointed for the benefit of its creditors, or files for protection from creditors under any bankruptcy or insolvency laws; or
- (b) Fails to make any payment when due or to establish any payment security required by this Agreement or commits a material breach or defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days of written notice from the other Party.

Upon the termination of this Agreement by Buyer for cause (i) Seller shall reimburse Buyer the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete that scope, and (ii) Buyer shall pay to Seller (a) the portion of the Agreement price allocable to Equipment completed, and (b) amounts for Services performed before the effective date of termination. Upon the termination of this Agreement by Seller for cause Buyer shall pay to Seller within thirty (30) days of receipt of invoice the price of all Equipment or Services delivered at the date of termination, plus an amount equal to all costs and expenses incurred in the engineering, sourcing, financing, procurement, manufacture, storage and transportation of the Equipment including materials, work in progress and any cancellation charges assessed against Seller by Seller's suppliers including reasonable overhead and profit on all such costs and expenses. Alternatively, if any schedule of termination payments has been agreed between the Parties, Buyer shall pay to Seller within thirty (30) days of receipt of invoice the amounts set out in that schedule.

Seller shall have the right to suspend performance upon written notice to Buyer in any case where Seller would have the right to terminate the Agreement under this article, without prejudice to Seller's right to terminate this Agreement for cause. Any cost incurred by Seller in accordance with any such suspension (including storage costs) shall be payable by Buyer upon submission of the Seller's invoice(s). Performance of the Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

- 16. Governing Law, Dispute Resolution.** This Agreement shall be governed by the substantive laws of the State of New York. In the event of a dispute concerning this Agreement, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the Buyer and the rules of the arbitration will be the Commercial Arbitration Rules of the American Arbitration Association, which are incorporated by reference into this article.

Notwithstanding the foregoing, each Party shall have the right to commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Agreement, in order to seek and obtain a restraining order or injunction to enforce the confidentiality intellectual property provisions set forth in the first two paragraphs of article 13; nuclear use restrictions set forth in article 17, or to seek interim or conservatory measures not involving monetary damages.

- 17. No Nuclear Use.** Equipment and Services sold by Seller are not intended for use in connection with any nuclear facility or activity, the Buyer warrants that it shall not use or permit others to use the Equipment or Services for such purposes, without the advance written consent of Seller. If, in breach of this, any such use occurs, Seller (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, and, in addition to any other rights of Seller, Buyer shall indemnify and hold Seller (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability.
- 18. Export Control.** Seller's obligations are conditioned upon Buyer's compliance with all USA and other applicable trade control laws and regulations. Buyer shall not trans-ship, re-export, divert or direct Equipment (including software and technical data) other than in and to the ultimate country of destination declared by Buyer and specified as the country of ultimate destination on Seller's invoice.
- 19. Changes.** Each Party may at any time propose changes in the schedule or scope of Equipment or Services. All changes to the Equipment or Services shall be subject to mutual agreement via a written change order or variation, which shall only become effective once signed by both Parties. The scope, Agreement price, schedule, and other provisions will be equitably adjusted to reflect additional costs or obligations incurred by Seller resulting from a change, after Seller's proposal date, in Buyer's site-specific requirements or procedures, or in industry specifications, codes, standards, applicable laws or regulations. It shall be acceptable and not considered a change if Seller delivers Equipment (including Equipment replacement under warranty) that bears a different, superseding or new part or version number compared to the part or version number listed in the Agreement, provided that in no circumstance shall this affect any other of Seller's obligations including those set forth in article 6.

- 20. Conflicts; Survival, Assignment.** If there is any conflict between this Agreement and any written proposal or quotation provided by Seller, then the terms and conditions set forth in this Agreement shall prevail. If any term or condition of this Agreement or any accompanying terms and conditions are held invalid or illegal, then such terms and conditions shall be reformed to be made legal or valid, or deleted, but the remaining terms and conditions shall remain in full force and effect, and this Agreement shall be interpreted and implemented in a manner which best fulfills Parties' intended agreement. Those provisions which by their nature remain applicable after termination shall survive the termination of this Agreement for any reason. Seller may assign or novate its rights and obligations under the Agreement, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Agreement to any party without Buyer's consent, and the Buyer hereby agrees, by signing this Agreement, to such assignment and to execute any document that may be necessary to complete Seller's assignment or novation. This Agreement shall not otherwise be assigned by either Party without the other Party's prior written consent, and any assignment without such consent shall be void.

Seller may (i) manufacture and source the Equipment and any part thereof globally in the country or countries of its choosing; and (ii) may subcontract portions of the Services, so long as Seller remains responsible for such.

- 21. No Third Party Beneficiary.** Except as specifically set forth in the article entitled "Limitations on Liability" and "No Nuclear Use", this Agreement is not intended to, and does not, give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.
- 22. Entire Agreement.** This Agreement embodies the entire agreement between Buyer and Seller and supersedes any previous documents, correspondence or agreements between them. No modification, amendment, revision, waiver, or other change shall be binding on either Party unless agreed in writing by the Party's authorized representative. Any oral or written representation, warranty, course of dealing, or trade usage not specified herein shall not be binding on either Party. Each Party agrees that it has not relied on, or been induced by, any representations of the other Party not contained in this Agreement.

Attachment C ZENON Environmental W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Part I See page 3C instructions on page 3	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Zenon Environmental Corporation </td> <td style="width: 35%; vertical-align: top;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) 6 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above. </td> </tr> <tr> <td colspan="2"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) </td> </tr> <tr> <td colspan="2"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐ </td> </tr> <tr> <td colspan="2"> 5 Address (number, street, and apt. or suite no.). See instructions. 3600 Horizon Blvd </td> </tr> <tr> <td colspan="2"> 6 City, state, and ZIP code Trevose, PA 19053 </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> <tr> <td colspan="2"> Requester's name and address (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Zenon Environmental Corporation	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3). Exempt payee code (if any) 6 Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)		3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐		5 Address (number, street, and apt. or suite no.). See instructions. 3600 Horizon Blvd		6 City, state, and ZIP code Trevose, PA 19053		7 List account number(s) here (optional)		Requester's name and address (optional)	
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6 City, state, and ZIP code Trevose, PA 19053																	
7 List account number(s) here (optional)																	
Requester's name and address (optional)																	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later. Notes: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	<table style="width: 100%;"> <tr> <td colspan="11">Social security number</td> </tr> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td colspan="11">or</td> </tr> <tr> <td colspan="11">Employer identification number</td> </tr> <tr> <td>3</td><td>8</td><td>-</td><td>2</td><td>5</td><td>4</td><td>9</td><td>3</td><td>2</td><td>6</td><td></td> </tr> </table>	Social security number																						or											Employer identification number											3	8	-	2	5	4	9	3	2	6	
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or																																																								
Employer identification number																																																								
3	8	-	2	5	4	9	3	2	6																																															

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here	Signature of U.S. person <i>Joseph J. De...</i> Date 01/17/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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(14), 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: _____	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF: _____
COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 202__.

(name of individual signing)

NOTARY PUBLIC

My commission expires:



www.MHScrane.com

MATERIAL HANDLING SYSTEMS INC.



Scan QR Code to
view our website

Quote

#QUOMHSI0972
10/7/2026

Bill To

City of Key Colony Beach
PO Box 141
Key Colony Beach FL 33051
United States

Ship To

City of Key Colony Beach
800 West Ocean Drive
Key Colony Beach FL 33051
United States

Expires

11/6/2026

Exp. Close

10/7/2026

Branch

1-Pompano Beach

Shipping Method

Item

Quantity

Rate

Amount

Quoted Labor

1

\$34,227.00

\$34,227.00

Q3145-261

Quoted labor and materials.

This quote includes: labor, hotel, travel, equipment rental, parts and to replace 2 new poly drive wheels and for 1 inspection.

Subtotal

\$34,227.00

Tax (0%)

\$0.00

Total

\$34,227.00

Shipping and Tax Not Included

Customer Purchase Order

Authorized Signature

This Instrument Was Prepared By:

Patrick M. Stevens
Wolfe Stevens PLLC
5800 Overseas Highway Unit 3
Marathon, FL 33050
305-743-9858

Lot Split and Party Wall Agreement

230-232 Sadowski Causeway, Key Colony
Beach , Florida 33051
RE: 000793272-000800

Lot Split

KNOW ALL MEN BY THESE PRESENTS: The undersigned TDGROUP RETAIL LLC, a Florida limited liability company, request a lot split for the real property located at 230-232 Sadowski Causeway, Key Colony Beach Florida 33051.

The parcel is currently a duplex which is on parcel as seen in Exhibit A legally described as follows:

Lot 8, New Marian Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 73, Public Records of Monroe County, Florida.

The owner desires to divide the property into 2 parcels.

Newly created parcel A as seen in Exhibit B would legally be described as follows:

Nort half of Lot 8, New Marian Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 73, Public Records of Monroe County, Florida.

Newly created parcel B as seen in Exhibit C would be legally described as follows:

The South half (1/2) of Lot 8, New Marian Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 73, Public Records of Monroe County, Florida.

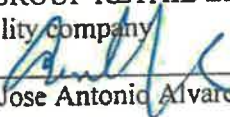
[Signature Page to Follow]

IN WITNESS WHEREOF, TDGROUP RETAIL LLC, a Florida limited liability company hereto has executed this Agreement as follows:



Witness #1

TDGROUP RETAIL LLC, a Florida limited liability company

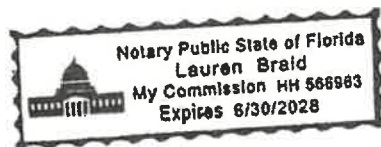

By: Jose Antonio Alvarez as manager



Witness #2

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of October, 2026 by Jose Antonio Alvarez as manger of TDGROUP RETAIL LLC, a Florida limited liability company who ☒ is personally known or ☐ has produced a driver's license as identification.





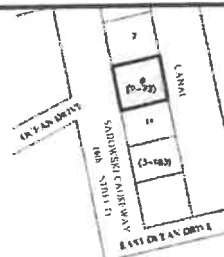
Notary Public, State of Florida
Printed Name: Lauren Braid
My Commission Expires: 6/30/28

Exhibit A

MAP OF BOUNDARY SURVEY



Property address:
230-232 Sadowski Causeway
City: Key Colony Beach
County: Monroe
State: Florida Zip Code: 33051
ID # 00079372-000800



SUBJECT PROPERTY

LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S REPORT:

1. MAP OF BOUNDARY SURVEY, Fieldwork date of data acquisition: July 19th, 2023.

2. LEGAL DESCRIPTION:

Lot 8, NEW MARINA SUBDIVISION, according to the plat thereof, as recorded in Plat Book 7, at Page 73, of the Public Records of Monroe County, Florida.

3. AREA:

Containing 10,620 Square Feet or 0.24 Acres more or less by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

- The Legal Description was furnished by client.
- North Arrow and Bearings refer to an assumed value of N12°09'00"W, along the Westerly Boundary line of the Subject Property as per P.B. 7, Pg. 73, of the Public Records of Monroe County, Florida.

VERTICAL CONTROL:

Elevations are referred to N.G.V.D. 1929.

Benchmark used:

N.O.S. 872 3962 C Tidal, Elevation 4.12' N.A.V.D. 1988, Adjusted to N.G.V.D. 29 Elev.=5.59'

Located @ 59.4 feet Southeast of the Southeast Corner of Key Colony City Hall.

N.O.S. 872 3962 E Tidal, Elevation 4.62'

Located @ concrete slab for a Lift Station 2' Westerly of the common Lot corner of Lot 3 and Lot 4 P.B. 7-73

6. FLOOD INFORMATION:

NFIP Community Name: City of Key Colony Beach and Community Number 125121 Map/Panel Number 12087C1382.
Suffix: K, FIRM Panel Effective/Revised Date 02-18-2005, Flood Zone AE, Base Flood Elevation 7 Feet.

7. LIMITATIONS:

No research was made for other instruments than the existing in the plat and provided by client.
No determination was made as to how the site can be served with utilities.
Fences and walls ownership by visual means only, legal ownership not determined.
No underground utilities and/or structures(foundations) was located within or abutting the Subject property.

SURVEYOR'S CERTIFICATION:

I certify: This Map of Boundary Survey meets all applicable requirements of the Florida Minimum Technical Standards as contained Chapter 5J-17. Unless indicated to the contrary, the measured distance and directions shown on the Map of Boundary Survey are the same as the deed distances and directions.
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www.formtechsurveyors.com email:formtechsurveyors@gmail.com

Professional Surveyor and Mapper
State of Florida L.S. # 6660

Digitally signed # 21-11093
by Eugenia L. Formoso

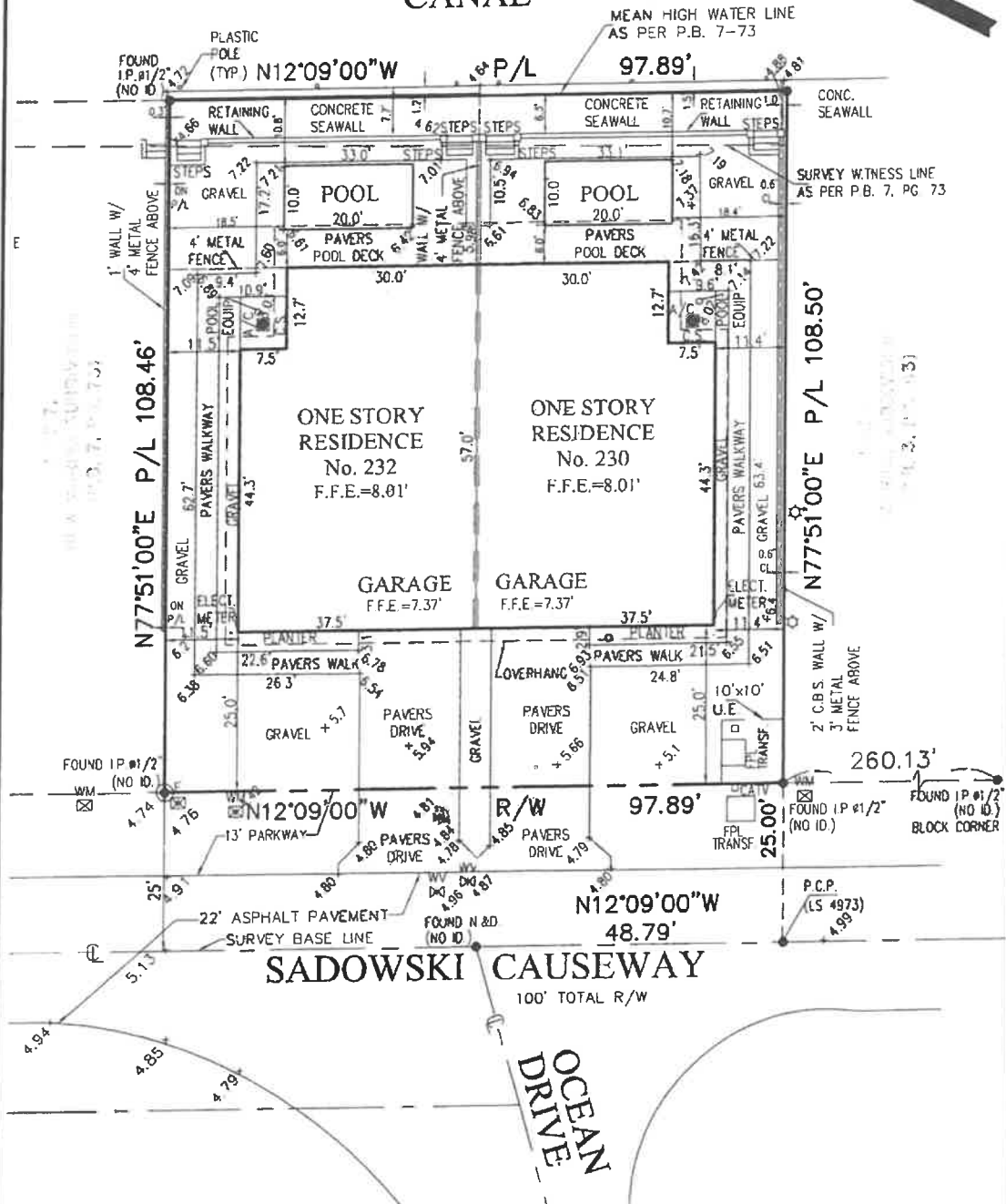
Date:
2023.07.24

14:25:47 -04'00"Page 1 of 2

MAP OF BOUNDARY SURVEY

CANAL

P.B. 7 - PG. 73



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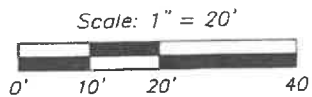
ABBREVIATIONS & LEGEND

A Arc	Pg Page	Unknown Manhole	Fire Hydrant	Chain Link Fence
FND Found	R/W Right-of-Way	Sewer Manhole	Electric Box	Wood Fence
U.E. Utility Easement	Center Line	Telephone Manhole	NLP Light Pole	Metal or plastic Fence
IP Iron Pipe	M Monument Line	Water Meter	Utility Pole	DUL Overhead Utility line
IR Iron Rebar	TBM Temporary Benchmark	Water Valve	CLP Concrete Light Pole	Spot Elevation
N&D Nail & Disc	PWY Parkway	Catch basin	Property Corner	
COL. Column	W/P Water Pump			
P.B. Plat Book	ENC Encroachment			



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GRAPHIC SCALE

Project # 21-11093
Job # 23-07063
Date: 07-19-2023

Page 2 of 2

Exhibit B

MAP OF BOUNDARY SURVEY



Property address:
232 Sadowski Causeway
City: Key Colony Beach
County: Monroe
State: Florida Zip Code: 33051
ID # 00079372-000800



SUBJECT PROPERTY

LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S REPORT:

1. MAP OF BOUNDARY SURVEY, Fieldwork date of data acquisition: July 19th, 2023.

2. LEGAL DESCRIPTION:

The North half of Lot 8, NEW MARINA SUBDIVISION, according to the plat thereof, as recorded in Plat Book 7, at Page 73, of the Public Records of Monroe County, Florida.

3. AREA:

Containing 5,309 Square Feet or 0.12 Acres more or less by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

- The Legal Description was furnished by client.
- North Arrow and Bearings refer to an assumed value of N12°09'00"W, along the Westerly Boundary line of the Subject Property as per P.B. 7, Pg. 73, of the Public Records of Monroe County, Florida

VERTICAL CONTROL:

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Benchmark used:

N.O.S. 872 3962 C Tidal, Elevation 4.12' N.A.V.D. 1988, Adjusted to N.G.V.D. 29 Elev.=5.59'.

Located @ 59.4 feet Southeast of the Southeast Corner of Key Colony City Hall

N.O.S. 872 3962 E Tidal, Elevation 4.62'

Located @ concrete slab for a Lift Station 2' Westerly of the common Lot corner of Lot 3 and Lot 4 P.B. 7-73

6. FLOOD INFORMATION:

NFIP Community Name: City of Key Colony Beach and Community Number 125121 Map/Panel Number 12087C1382, Suffix: K, FIRM Panel Effective/Revised Date 02-18-2005, Flood Zone AE, Base Flood Elevation 7 Feet.

7. LIMITATIONS:

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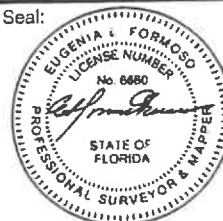
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www.formtechco.com
email:formtechsurvey@s@gmail.com

Seal:



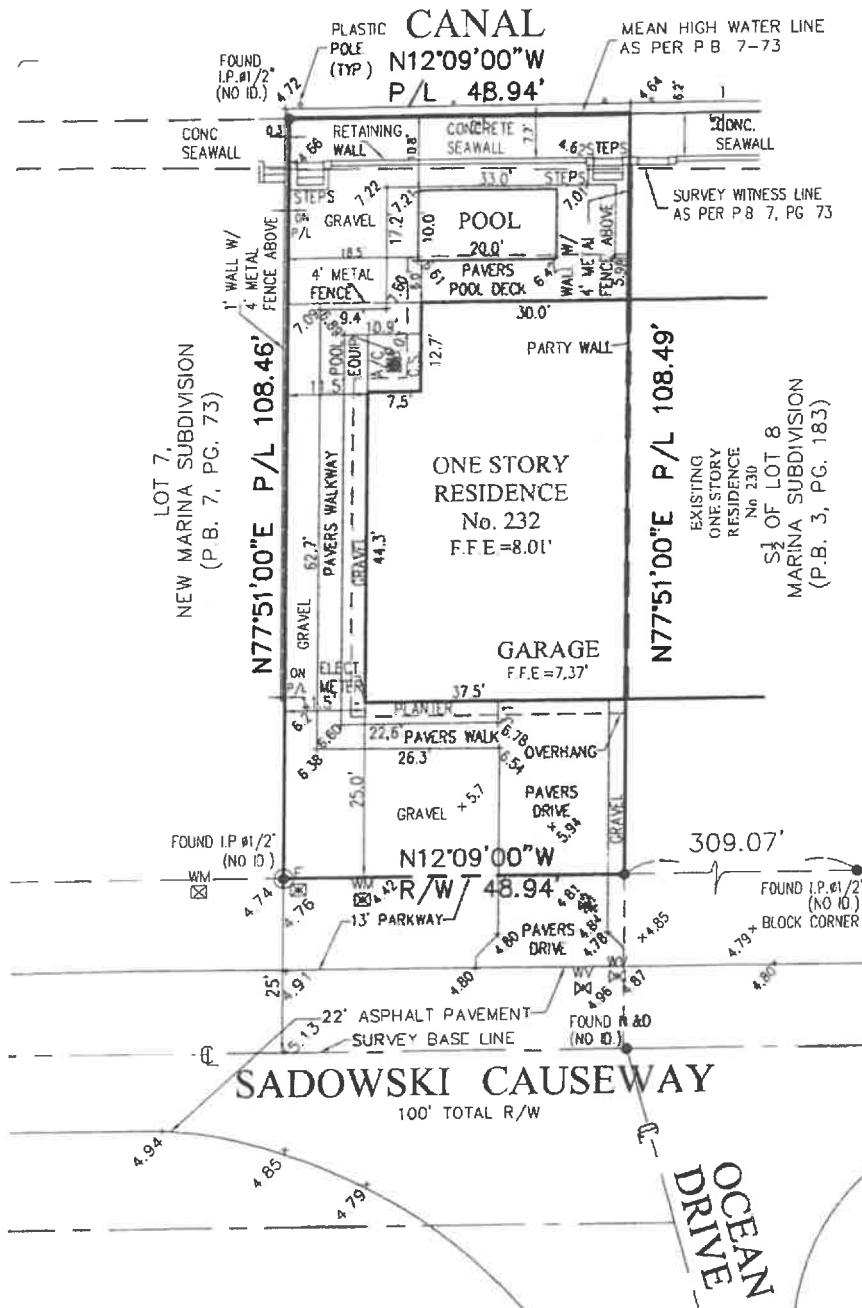
Project # 21-11093
Job # 26-100102 - 232

Date: 07-19-2023
Eugenia L. Formoso P.S.M.
State of Florida LS # 6660

Page 1 of 2

MAP OF BOUNDARY SURVEY

P.B. 7 - PG. 73



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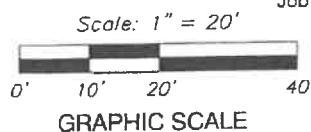
ABBREVIATIONS & LEGEND

A Arc	Pg Page	⊗ Unknown Manhole	⊗ Fire Hydrant	—x— Chain Link Fence
FND Found	R/W Right-of-Way	⊙ Sewer Manhole	E Electric Box	— Wood Fence
U.E. Utility Easement	C Center Line	⊙ Telephone Manhole	⊙ Light Pole	— Metal or plastic Fence
IP Iron Pipe	M Monument Line	⊙ Water Meter	⊙ Utility Pole	— Overhead Utility line
IR Iron Rebar	TBM Temporary Benchmark	⊙ Water Valve	⊙ Concrete Light Pole	+ Spot Elevation
N&D Nail & Disc	PWY Parkway	⊙ Catch basin	⊙ Property Corner	
COL Column	W/P Water Pump			
P.B. Plat Book	ENC Encroachment			



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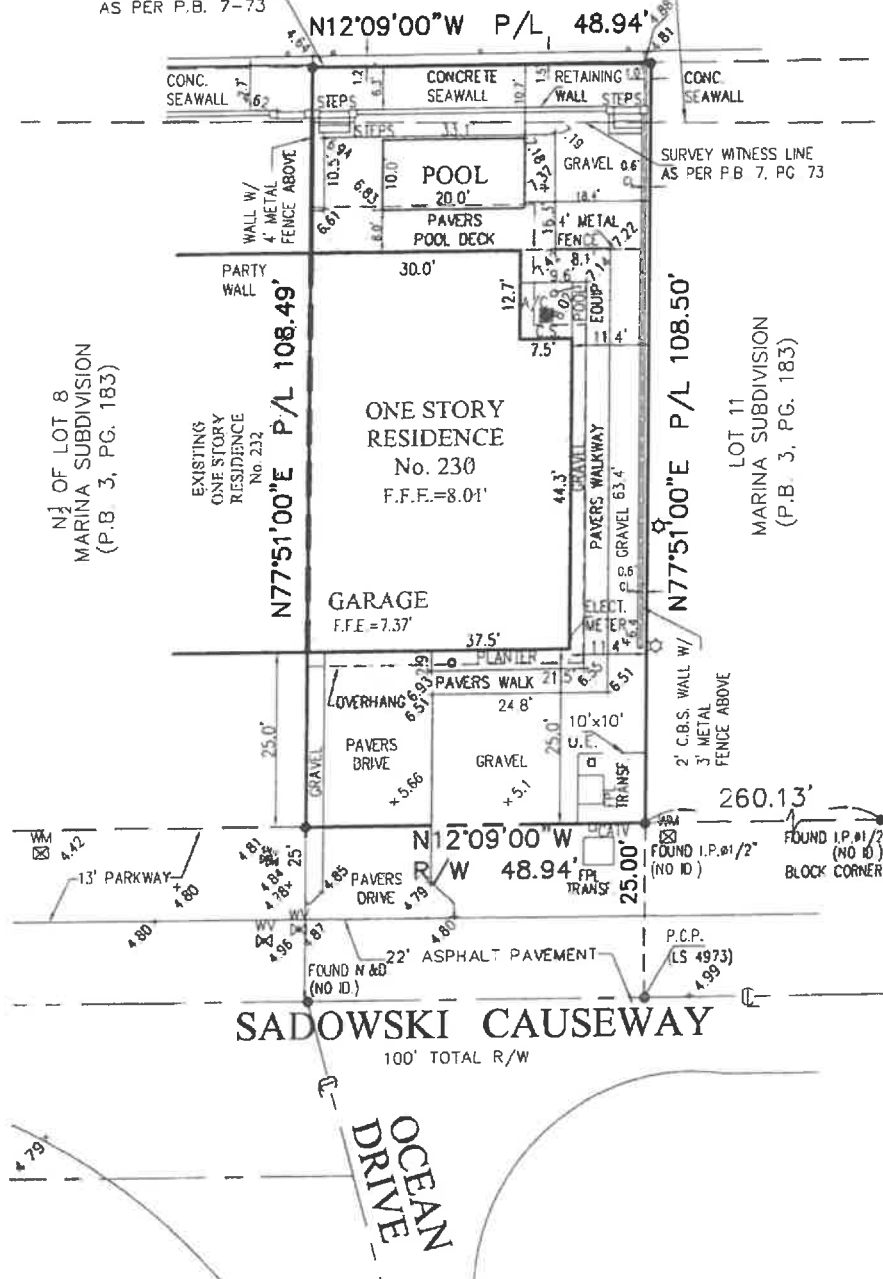
Project # 21-11093
Job # 26-100102 - 232
Date: 07-19-2023

Exhibit C

P.B. 7 - PG. 73

MEAN HIGH WATER LINE
AS PER P.B. 7-73

SURVEY WITNESS LINE
AS PER P.B. 7-73



This Survey Map and Report are not full and complete without the other.

ABBREVIATIONS & LEGEND									
A	Arc	Pg	Page	Unknown Manhole	Fire Hydrant	Chain Link Fence			
FND	Found	R/W	Right-of-Way	Sewer Manhole	Electric Box	Wood Fence			
U.E.	Utility Easement	C	Center Line	Telephone Manhole	Light Pole	Metal or plastic Fence			
IP	Iron Pipe	M	Monument Line	Water Meter	Utility Pole	Overhead Utility line			
IR	Iron Rebar	TBM	Temporary Benchmark	Water Valve	Concrete Light Pole	Spot Elevation			
N&D	Nail & Disc	PWY	Parkway	Catch basin	Property Corner				
COL	Column	W/P	Water Pump						
P.B.	Plat Book	ENC	Encroachment						



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Project # 21-11093
Job # 26-100102 - 230
Date: 07-19-2023

Scale: 1" = 20'



GRAPHIC SCALE

Page 2 of 2

Prepared by:
Wolfe Stevens PLLC
5800 Overseas Highway Suite 3
Marathon, FL 33050
(305)743-9858
Parcel ID Number: 00079372-000800

_____[Space Above This Line For Recording Data]_____

Party Wall Agreement

WHEREAS, TDGROUP RETAIL LLC, a Florida limited liability company, (hereinafter referred to as "TDGROUP") is the owner of the following described real property located in Monroe County, Florida.

See Exhibit A attached hereto and by reference made a part hereof.

WHEREAS, TDGROUP has applied for a lot split with the City of Key Colony Beach;

WHEREAS, Pursuant to the approved lot split the newly created lots are attached as Exhibits B and C;

WHEREAS, both of the above described units constitute one duplex building structure separated by a "Party Wall" as defined herein; and

WHEREAS, in order to maintain a high quality, private residence while insuring a consistent, harmonious character to such properties and the preservation of the residential suitability to each owner of his/her unit, it is deemed desirable to place certain restraints on the above described properties.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That TDGROUP does hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land, to wit:

1. "Party Wall" shall mean and refer to the dividing wall between each adjoining duplex dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls.
2. The cost of maintaining each Party Wall shall be borne by the owners of the lots on either side of said Party Wall.
3. In the event of damage or destruction to the Party Wall or shared roof if the roofline is joining ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne

equally by the owners whose lots adjoin said Common Structure. If either owner's negligence or intentional act shall cause damage to or destruction of said Common Structure, such party shall bear entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of negligence or intentional act, the other party may have such Common Structure repaired or restored and shall be entitled to have a judgement for damages against the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable by law. The party having such Common Structure repaired shall, in addition to the judgment for damages, be entitled to recover its cost and reasonable attorney's fees and shall be entitled to all other remedies provided herein or by law

4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
5. Each owner shall keep all exterior walls of his dwelling unit in good condition and repair at his sole cost and expense. No owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (e.g. variance in design, colors, roofing, failure to reasonably maintain the landscaping, etc.)
6. Each owner shall maintain the roof over his dwelling unit in good condition and in such manner so as not to damage other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.
7. At any time, either owner may (at his expense) have his dwelling inspected by a licensed inspector to determine the presence of termites in the duplex. If a licensed termite inspection of either dwelling reveals that there is an active termite infestation the parties agree that the entire duplex shall be fumigated and that each party shall bear one-half of the cost of such fumigation. Each party shall bear one-half of the cost of termite damage to a Common Structure. Termite damage to an owner's unit shall be borne solely by that unit's owner.
8. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.
9. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the

enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, including appellate fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

10. To the extent that there exist any utility connections serving the half of the duplex other than the half on which they are located, the parties hereby grant reciprocal easements to each other for such connections in their current locations, such easements to run with the land.
11. These covenants are to run with the land and shall be binding on all parties, their heirs, executors and assigns and all persons claiming under them.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgement or court order shall in no way effect any of the other provisions which remain in full force and effect.

IN WITNESS WHEREOF, TDGROUP RETAIL LLC has duly executed this Agreement as follows:



Witness #1

TDGROUP RETAIL LLC, a Florida limited liability company

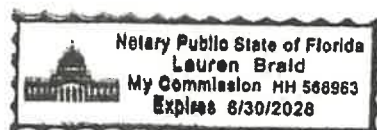

By: Jose Antonio Alvarez as manager



Witness #2

STATE OF FLORIDA
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of October, 2026 by Jose Antonio Alvarez as manger of TDGROUP RETAIL LLC, a Florida limited liability company who ☒ is personally known or ☐ has produced a driver's license as identification.





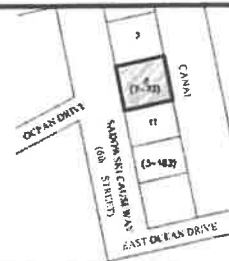
Notary Public, State of Florida
Printed Name: Lauren Braid
My Commission Expires: 6/30/28

Exhibit A

MAP OF BOUNDARY SURVEY



Property address:
230-232 Sadowski Causeway
City: Key Colony Beach
County: Monroe
State: Florida Zip Code: 33051
ID # 00079372-000800



SUBJECT PROPERTY

LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S REPORT:

1. MAP OF BOUNDARY SURVEY, Fieldwork date of data acquisition: July 19th, 2023.

2. LEGAL DESCRIPTION:

Lot 8, NEW MARINA SUBDIVISION, according to the plat thereof, as recorded in Plat Book 7, at Page 73, of the Public Records of Monroe County, Florida.

3. AREA:

Containing 10,620 Square Feet or 0.24 Acres more or less by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

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—North Arrow and Bearings refer to an assumed value of N12°09'00"W, along the Westerly Boundary line of the Subject Property as per P.B. 7, Pg. 73, of the Public Records of Monroe County, Florida.

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Benchmark used:

N.O.S. 872 3962 C Tidal, Elevation 4.12' N.A.V.D. 1988, Adjusted to N.G.V.D. 29 Elev.=5.59'.

Located @ 59.4 feet Southeast of the Southeast Corner of Key Colony City Hall.

N.O.S. 872 3962 E Tidal, Elevation 4.62'.

Located @ concrete slab for a Lift Station 2' Westerly of the common Lot corner of Lot 3 and Lot 4 P.B. 7-73.

6. FLOOD INFORMATION:

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Suffix: K, FIRM Panel Effective/Revised Date 02-18-2005, Flood Zone AE, Base Flood Elevation 7 Feet.

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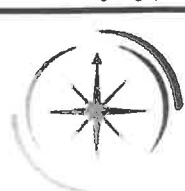
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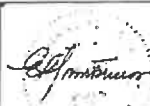
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Professional Surveyor and Mapper
State of Florida LS # 6660

Digitally signed # 21-11093
by Eugenia L. Formoso

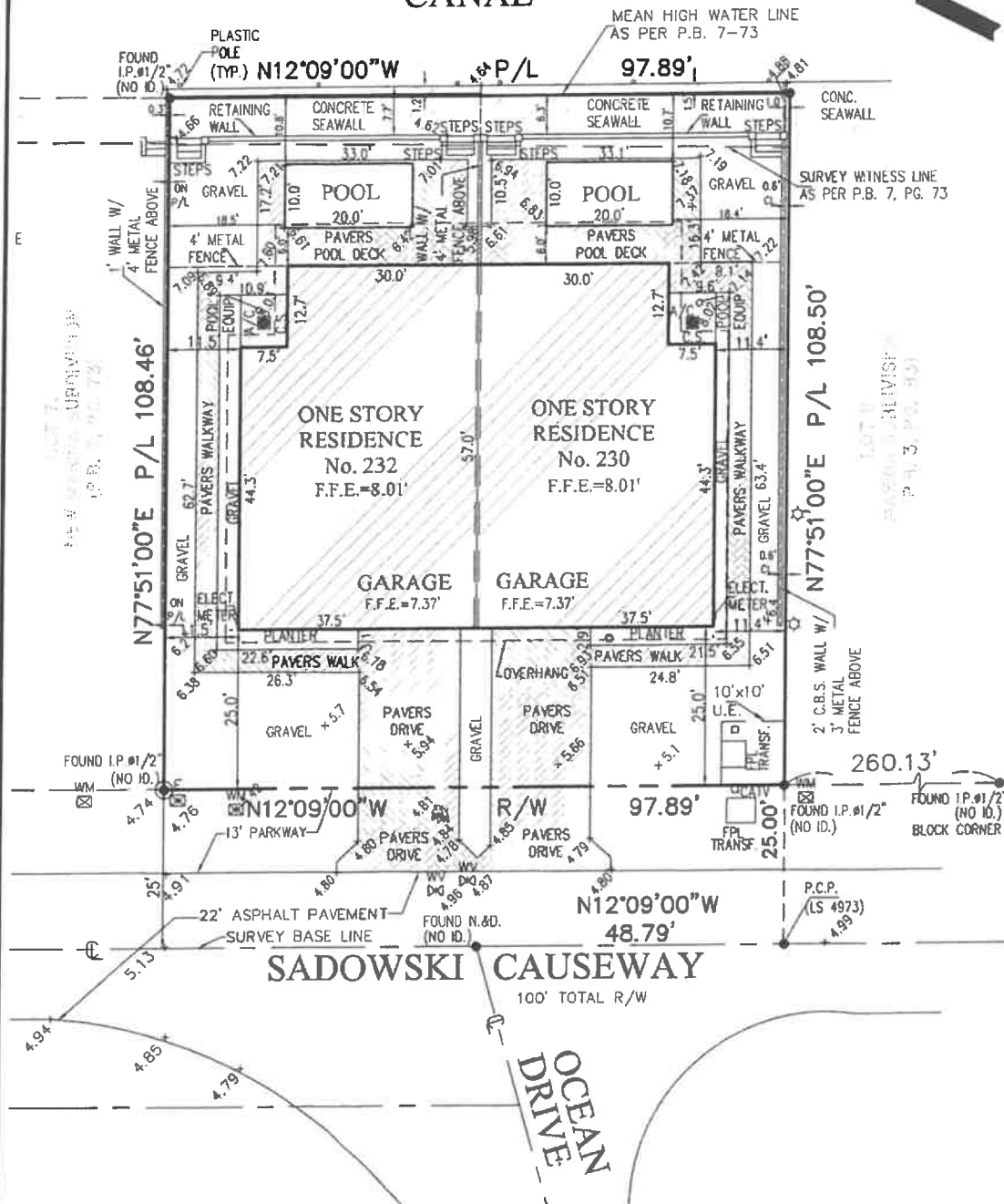
Date:
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14:25:47 -04'00"Page 1 of 2

MAP OF BOUNDARY SURVEY

CANAL

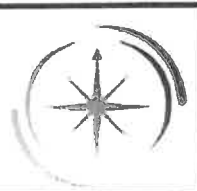
P.B. 7 - PG. 73



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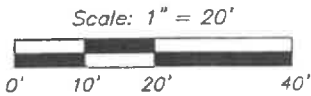
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COL	Column	W/P	Water Pump		Property Corner
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GRAPHIC SCALE

Project # 21-11093
Job # 23-07063
Date: 07-19-2023

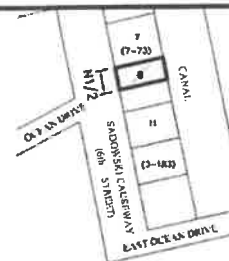
Page 2 of 2

Exhibit B

MAP OF BOUNDARY SURVEY



Property address:
232 Sadowski Causeway
City: Key Colony Beach
County: Monroe
State: Florida Zip Code: 33051
ID # 00079372-000800



SUBJECT PROPERTY

LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S REPORT:

1. MAP OF BOUNDARY SURVEY, Fieldwork date of data acquisition: July 19th, 2023.

2. LEGAL DESCRIPTION:

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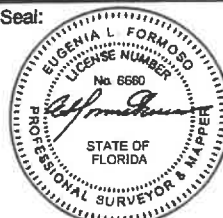
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Seal:

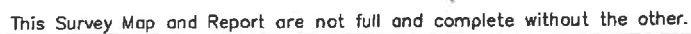


Project # 21-11093
Job # 26-100102 - 232

Date: 07-19-2023
Eugenia L. Formoso, P.S.M.
State of Florida LS # 6660

Page 1 of 2

P.B. 7 - PG. 73

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Project # 21-11093
Job # 26-100102 - 232
Date: 07-19-2023

131

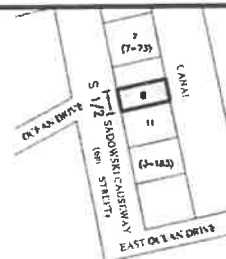
Exhibit C

MAP OF BOUNDARY SURVEY



SUBJECT PROPERTY

Property address:
230 Sadowski Causeway
City: Key Colony Beach
County: Monroe
State: Florida Zip Code: 33051
ID # 00079372-000800



LOCATION SKETCH
NOT TO SCALE



SURVEYOR'S REPORT:

1. MAP OF BOUNDARY SURVEY, Fieldwork date of data acquisition: July 19th, 2023.

2. LEGAL DESCRIPTION:

The South half of Lot 8, NEW MARINA SUBDIVISION, according to the plat thereof, as recorded in Plat Book 7, at Page 73, of the Public Records of Monroe County, Florida.

3. AREA:

Containing 5,311 Square Feet or 0.12 Acres more or less by calculations.

4. ACCURACY:

The accuracy obtained by measurement and calculations of a closed geometric figure was found to exceed this requirement.

5. DATA OF SOURCES:

HORIZONTAL CONTROL:

- The Legal Description was furnished by client.
- North Arrow and Bearings refer to an assumed value of N12°09'00"W, along the Westerly Boundary line of the Subject Property as per P.B. 7, Pg. 73, of the Public Records of Monroe County, Florida.

VERTICAL CONTROL:

Elevations are referred to N.G.V.D. 1929.

Benchmark used:

N.O.S. 872 3962 C Tidal, Elevation 4.12' N.A.V.D. 1988, Adjusted to N.G.V.D. 29 Elev.=5.59'.

Located @ 59.4 feet Southeast of the Southeast Corner of Key Colony City Hall.

N.O.S. 872 3962 E Tidal, Elevation 4.62'.

Located @ concrete slab for a Lift Station 2' Westerly of the common Lot corner of Lot 3 and Lot 4 P.B. 7-73.

6. FLOOD INFORMATION:

NFIP Community Name: City of Key Colony Beach and Community Number 125121 Map/Panel Number 12087C1382, Suffix: K, FIRM Panel Effective/Revised Date 02-18-2005, Flood Zone AE, Base Flood Elevation 7 Feet.

7. LIMITATIONS:

No research was made for other instruments than the existing in the plat and provided by client.
No determination was made as to how the site can be served with utilities.
Fences and walls ownership by visual means only; legal ownership not determined.
No underground utilities and/or structures (foundations) was located within or abutting the Subject property.

SURVEYOR'S CERTIFICATION:

I certify: This Map of Boundary Survey meets all applicable requirements of the Florida Minimum Technical Standards as contained Chapter 5J-17. Unless indicated to the contrary, the measured distance and directions shown on the Map of Boundary Survey are the same as the deed distances and directions.
Not valid without the signature and the original raised seal of Florida Licensed Surveyor and Mapper. Additions or deletions to Map of Boundary Survey by other than signing party or parties is prohibited without written consent of the signing party or parties.

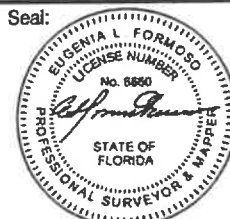
This Survey Map and Report are not full and complete without the other.



FormTech
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Seal:



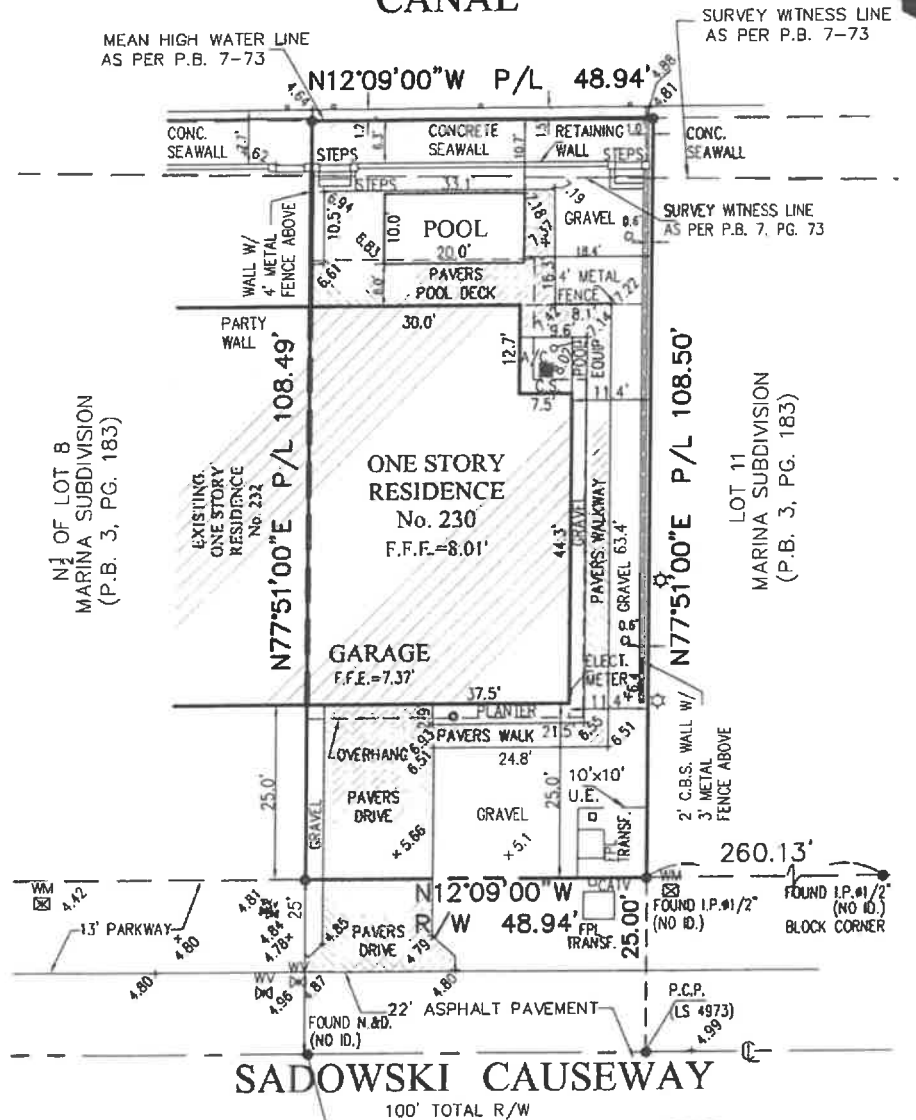
Project # 21-11093
Job # 26-100102 - 230

Date: 07-19-2023
Eugenia L. Formoso, P.S.M.
State of Florida LS # 6660

Page 1 of 2

MAP OF BOUNDARY SURVEY

CANAL



This Survey Map and Report are not full and complete without the other.

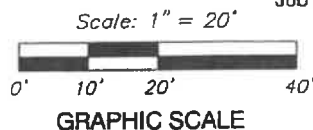
ABBREVIATIONS & LEGEND

A	Arc	Pg.	Page	⊗	Unknown Manhole	⊗	Fire Hydrant	—x—x—	Chain Link Fence
FND	Found	R/W	Right-of-Way	⊙	Sewer Manhole	⊕	Electric Box	—//—	Wood Fence
U.E.	Utility Easement	CL	Center Line	Ⓣ	Telephone Manhole	⊕	Light Pole	---	Metal or plastic Fence
IP	Iron Pipe	ML	Monument Line	⊗	Water Meter	⊕	Utility Pole	—OUL—	Overhead Utility line
IR	Iron Rebar	TBM	Temporary Benchmark	⊗	Water Valve	⊕	Concrete Light Pole	+	Spot Elevation
N&D	Nail & Disc	PWY	Parkway	⊗	Catch basin	●	Property Corner		
COL	Column	W/P	Water Pump						
P.B.	Plot Book	ENC	Encroachment						



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Project # 21-11093
Job # 26-100102 - 230
Date: 07-19-2023

ORDINANCE NO. 2026-516

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING THE CITY OF KEY COLONY BEACH CODE OF ORDINANCES AND LAND DEVELOPMENT CODE TO AMEND ARTICLE II (DEFINITIONS) OF THE LAND DEVELOPMENT CODE; TO AMEND ARTICLE III (DISTRICT REGULATIONS) OF THE LAND DEVELOPMENT CODE; TO AMEND ARTICLE VIII (FLOODPLAIN MANAGEMENT) OF THE LAND DEVELOPMENT CODE; TO AMEND CODE OF ORDINANCES, CHAPTER 6 (BUILDINGS) RELATED TO AMENDING THE FLORIDA BUILDING CODE FOR FLOOD HAZARD AREAS; PROVIDING FOR SEVERABILITY, APPLICABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and has achieved Class 7 designation; and

WHEREAS, Chapter 553, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Commission previously adopted local amendments to the Florida Building Code and is reformatting those amendments as part of its Code of Ordinances and Land Development Code; and

WHEREAS, the City Commission is repealing previously adopted local amendments to require accumulation of costs of improvements and repairs over a three-year period and to consider repetitive damage from flooding; and

WHEREAS, the City Commission has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, and are in compliance with section 553.73(4), Florida Statutes.

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, THAT THE CODE OF ORDINANCES AND LAND DEVELOPMENT CODE ARE AMENDED AS SET FORTH IN THE FOLLOWING AMENDMENTS, AS SHOWN IN STRIKETHROUGH AND BOLD UNDERLINE FORMAT IN SECTION 2, MORE PARTICULARLY AS FOLLOWS:

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals.

The above recitals are true and correct, and incorporated herein.

Section 2: Amendments.

- A. Article II (DEFINITIONS) of the Land Development Code is hereby amended as set forth in *Attachment A*, which attachment is incorporated herein by this reference.
- B. Article III (DISTRICT REGULATIONS) of the Land Development Code ~~is~~ hereby amended as set forth in *Attachment B*, which attachment is incorporated ~~herein~~ by this reference.
- C. Article VIII (FLOODPLAIN MANAGEMENT) of the Land Development Code is hereby amended as set forth in *Attachment C*, which attachment is incorporated ~~herein~~ by this reference.
- D. Chapter 6 (BUILDINGS), Article I (BUILDING CODE) of the Code of Ordinances is hereby amended as set forth in *Attachment D*, which attachment is incorporated ~~herein~~ by this reference.

Section 3: Fiscal Impact Statement.

In terms of design, plan application review, construction, and inspection of ~~buildings~~ and structures, the cost impact as an overall average is negligible in regard to the local ~~technical~~ amendments because all development has been subject to the requirements of the local ~~floodplain~~ management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued ~~savings~~ and benefits to consumers.

Section 4: Applicability.

For the purposes of jurisdictional applicability, this Ordinance shall apply in ~~the~~ City of Key Colony Beach, Florida. This Ordinance shall apply to all applications for development in flood hazard areas submitted on or after the effective date of this Ordinance.

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

It is the intent of the City Commission that the provisions of this Ordinance shall become and be made a part of the City of Key Colony Beach Code of Ordinances and Land Development Code, and that the sections of this ordinance may be renumbered or re-lettered to conform to the uniform numbering system of the Code of Ordinances and Land Development Code. The word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 6: 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 7: Effective Date.

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

-/Remainder of Page Left Intentionally Blank/-

FIRST READING by the City of Key Colony Beach, Florida, City Commission this 22nd day of October 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, Florida, City Commission on this 19th day of November 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 19th day of November 2026.

Freddie Foster
Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ATTACHMENT A

Land Development Code Article II (DEFINITIONS)

ARTICLE II. - DEFINITIONS

Sec. 101-7. - Interpretation.

Words used in the present tense include the future; words in the singular number include the plural, and words in the plural number include the singular; the word "building" includes the word "structure;" the word "used" includes the words "designed, intended or arranged to be used," and said words may be used interchangeably; the term "land use" includes also the use of a building unless the context indicates otherwise; the word "lot" includes the words "plot" or "tract;" the word "land" shall include water, surface and land under water; the word "shall" is mandatory and not directory; the word "person" includes also the terms firm, partnership or corporation, or any executor, administrator, assign or agent of any of the foregoing.

Sec. 101-8. - Definitions.

For the purposes of the chapter, certain words and terms are defined as follows:

Accessory structure or use: A garage, carport, tool shed, bathhouse, tennis court, swimming pool, spa, hot tub, dock facility or other structure of a similar nature on a lot or parcel that is subordinate to the main or principal building or use. Garden structures or greenhouses shall not be considered accessory buildings within the meaning of this definition.

Acre, net: For the purpose of defining density of dwelling units per acre, a net acre is a lot or parcel containing forty-three thousand five hundred sixty (43,560) square feet including utility easements, but excluding public streets or rights-of-way and excluding bay bottom and all property lying seaward of the mean high water line.

Addition: Any change in the footprint and/or structural supporting arrangements of a building.

Alteration: Any change or modification of construction, space arrangement and/or occupancy of a building, including but not limited to, electrical, plumbing, mechanical, and roofing.

Antennas as defined in this chapter shall include: any apparatus designed for transmitting and/or receiving of electromagnetic waves which includes but is not limited to telephonic, radio or television communications. Types of antennas include, but are not limited to: omni-directional (whip) antennas, sectorized (panel) antennas, multi or single bay (FM & TV), yagie, or parabolic (dish) antennas.

The definition shall also include antenna supporting structures which means a vertical projection composed of metal, wood, or other substance with or without a foundation that is for the express purpose of accommodating antennas at a desired height above grade. Antenna-supporting structures may be either guyed, self-supporting (lattice), monopoles, or in some other configuration.

The definition shall not include amateur radio antennas to the extent that such local regulation is preempted by Florida Statute 125.561. However, under no circumstances shall an amateur radio antenna exceed 70 feet in height, but all antennas exceeding 40 feet shall be of crank-up type. Measurement should be from the crown of the road. (See article IV, supplemental regulations, section 101-26(1) for restrictions on antennas.)

Apartment building: See "dwelling, multifamily."

ASCE 24: A standard titled Flood-Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood: A flood having a 1-per cent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-per cent-annual chance flood."

Base flood elevation: The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement: For the purposes of Article VIII Floodplain Management, the portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)"].

Building: Any structure having a roof and which is entirely separated from any other structure by space. See also "structure."

Building area: The area of a building is the area computed from the dimensions at the exterior of the building walls, plus attached porches enclosed with glass or jalousies and with interiors finished in a manner comparable with that of the interior of the main part of the building including enclosed or open garages, open or screened porches, carports and similar structures.

Building height: The vertical distance from the crown of road to the highest point of the uppermost story.

Building, main: A main building is the building in which the principal use of a plot is conducted.

Club, beach: Persons associated together for profit or as a nonprofit organization for the purpose of providing ocean beach front property for ocean swimming, and may include a swimming pool, appurtenant buildings and grounds for other recreational purposes.

Club, private membership: Person or persons associated together for profit or as a nonprofit organization. Such clubs shall have a bona fide membership.

Coastal high hazard area: A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Commission: The city commission.

Committee: The planning and zoning committee.

Community residential home: A dwelling unit licensed to serve clients of the department of health and rehabilitative services, which provides a living environment for 7 to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of residents. The clients are limited to: children, the aged, physically disabled, handicapped, developmentally disabled, and mentally ill who do not constitute a direct threat to the health, property and safety of the neighborhood. State statutory requirements must be met, including definitions of the foregoing categories, a municipal review process, a 1,200 foot minimum spacing between such homes and a 500 foot distance from an R-1 or R-2 district.

Construction vehicle: Any type of trencher, grader, tractor, back hoe, dragline, crane, trailer, derrick, hoist, roller, lowboy or other machines used for construction, either self-propelled or without independent motive power, which are used for construction or industrial purposes. Construction vehicle shall not include a motor vehicle primarily designed to transport persons.

Declaration of Land Restriction (Nonconversion Agreement): A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated buildings.

Density: The site area available for development, including the land needed for private internal drives but excluding adjacent rights-of-way and land below the mean high tide.

Design flood: The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) Area with a floodplain subject to a 1-per cent or greater chance of flooding in any year; or
- (2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation: The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

Development: For the purposes of Article VIII, Floodplain Management, any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Dock box: A storage container for marine and fishing gear not to exceed 3 feet wide by 3 feet high by 6 feet long.

Dockside shelter: A structure that is open on all sides with a roof and located close to the canal.

Dwelling, multiunit: A building or coordinated complex of buildings each of which contains 3 or more dwelling units.

Dwelling, one unit: A building that contains one dwelling unit only, also a manufactured house, group home or family day care home as defined herein.

Dwelling, two unit: A single building or dwelling that contains 2 dwelling units, whether attached or one above the other.

Dwelling unit: A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation. (See article IV, Supplemental Regulations, section 101-41 for dwelling unit standards.)

Existing building and existing structure: Any buildings and structures for which the "start of construction" commenced before July 16, 1971.

Family day care home: An HRS-licensed day care center for 5 or less children during school hours and 10 during nonschool hours.

Federal Emergency Management Agency (FEMA): The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fish-cleaning station: A table not to exceed 30 inches by 60 inches with or without an enclosed base.

Flood or flooding: A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials: Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

Flood hazard area: The greater of the following two areas: [Also defined in FBC, B, Section 202.]

- (1) The area within a floodplain subject to a 1-per cent or greater chance of flooding in any year.

- (2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM): The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

Flood Insurance Study (FIS): The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]

Floodplain Administrator: The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floor: A surface within a building perimeter on which said surface a person can stand and which the vertical height of the space from the said floor exceeds 6 feet.

Cross reference(s)— See definition of floor, article VIII.

Florida Building Code: The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Frontage: The distance measured along a street right-of-way.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Garage, private: A structure for the private use of the owner or occupant of the principal building for the storage of noncommercial motor vehicles.

Garden structure: A structure such as a chickee, pergola, arbor, gazebo or structure of a similar nature.

Gasoline station: Any place that is designed or used for the retail sale and direct delivery to motor vehicles of fuels, lubricating oil, air, water and other operating commodities but not facilities for the installation of such commodities but not including the performance of any auto body work, welding, painting or other than emergency repairs on any motor vehicle.

Group home: A dwelling unit licensed to serve clients of the Department of Health and Rehabilitative Services which provides a living environment for 6 or less unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of residents. The clients are limited to: children (including foster children), the aged, physically disabled, handicapped, developmentally disabled and mentally ill who do not constitute a direct threat to the health, property and safety of the neighborhood. State statutory requirements must be met, including 1,000 foot (or more) spacing between such homes.

Habitable floor: Any floor usable for living purposes, which includes working, sleeping, eating, cooking, or recreation, or a combination thereof. A floor used only for storage and/or parking purposes is not a habitable floor.

Hardship: As relates to variances from this article means the exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade: The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure: Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Home occupation: See section 101-34(2).

Hotel: A building or group of buildings designed to provide sleeping accommodations for transient or overnight guests, and includes motor lodge, motel or any similar establishment. A hotel unit is a room or suite.

Letter of Map Change (LOMC): An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Lighting, outside: Lighting devices installed on a building for the purpose of outside illumination.

Livable floor area: Building area less enclosed or open garages, open or screened porches, carports and similar structures.

Lot: A parcel of land designated on a recorded subdivision plat or any piece of land described by a legally recorded deed which is occupied or intended to be occupied by a building.

Lot, combined: A lot plus all or a portion of an adjacent lot or lots, each meeting minimum requirements of that land use district, which are aggregated together to form a single building lot in conformance with the requirements of this chapter.

Lot, corner: Any lot situated at the junction of and abutting on 2 or more intersecting or intercepting streets.

Lot coverage: Total area of all buildings and structures located on a lot. Maximum percent of lot coverage permitted shall not include projections of eaves, stairways, or fire escapes, but shall include any other covered area such as garage, carport, porch, balcony, storage area, swimming pool, etc. Uncovered parking area, swimming pool, patio, tennis court, shuffleboard or other game equipment shall not be included in computing coverage, whether screened or not screened.

Lot finished grade: The final grade of the lot immediately adjacent to the structure after construction is completed and landscaping is in place.

Lot grade: The natural elevation of a lot before construction.

Lot line, front: In the case of a lot abutting upon only one street, the front lot line is the line separating said lot from said street. On those lots which are at the end (dead-end) of the streets and which abut the 2 bays of water

along the north side of the city, the front lot line will be that portion of the lot line that adjoins the side and/or the end of the street. In the case of any other lot, one such line shall be elected to be the front lot line for the purposes of this chapter, provided it is so designated by the building plans which meet the approval of the building official.

Lot line, rear: The boundary which is opposite and most distant from the front lot line. However, on those lots which are at the end (dead-end) of the streets and which abut the 2 bays of water along the north side of the city, the rear lot line will be that portion of the lot line along the canal and/or other body of water.

Lot line, side: Any lot boundary line not a front lot line or a rear lot line.

Lowest floor: The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]

~~*Manufactured house:* A new dwelling unit which: (1) meets the HUD Manufactured Home Construction and Safety Standards, (2) is not a mobile home as defined in section 101-91, (3) meets the architectural review criteria in section 101-167, and (4) is constructed in one or more sections in the factory and trucked to the site for assembly on a foundation.~~

***Manufactured home:* A "manufactured building" as defined in s. 553.36(13), F.S. which is intended for single-family residential use, or a "manufactured home" as defined in s. 320.01(2)(b), F.S. which is constructed in whole or in part offsite and is treated as real property.**

~~*Market value:* The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this article, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.~~

Mean high water line: A line determined by a registered Florida land surveyor.

New construction: For the purposes of Article VIII, Floodplain Management and the flood-resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after July 16, 1971, and includes any subsequent improvements to such structures.

Nonconforming building or structure: A building or structure that has a size or location on the tract which does not conform with the regulations prescribed in this chapter but which was lawfully in existence at the time of the adoption of the regulations.

Nonconforming use: A use that does not conform to the regulations prescribed in this chapter for the district in which it is located but which was lawfully in existence at the time of the adoption of the regulations.

Ocean: Stevens Subdivision, and Block 6, part of Key Colony Beach Subdivision as they border the Atlantic Ocean.

Pet, household: Animals or birds that are customarily kept for personal enjoyment within the home. Such pets shall include dogs, domestic cats, domestic tropical birds, fish and hamsters (or similar small animals).

Private passenger vehicle: A noncommercial automobile, van sport utility vehicle or pick-up truck with a ¾-ton maximum capacity.

Public safety and nuisance: Anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable canal or basin.

Restaurant: An establishment where meals or prepared foods, including beverages, are served to customers. (See article IV, Supplemental Regulations, section 101-42 for requirements for restaurants and bars.)

Sand dunes: Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Setback: The minimum horizontal distance which must remain free of structures between the street, rear or side lines of the lot, and the front, rear, or side lines of the walls of the building. When property is used and is adjacent to the Atlantic Ocean or Vaca Cut, the mean high water line will be used where the land to or seaward of the mean high water line is owned by the user.

Special flood hazard area: An area in the floodplain subject to a 1 per cent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

Start of construction: The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

~~Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]~~

Story: That portion of a building included between the upper surface of any habitable or commercial use floor and the upper surface of the habitable or commercial use floor next above, except that the topmost story shall be that portion of a building included between the upper surface of the topmost habitable or commercial use floor and the roof above.

Street grade: The level at the street center line, top of curb, or surface of cement sidewalk, whichever is the highest.

Structure: Anything which requires a location on a parcel of land or in the water, whether permanent or temporary, exceeding 18 inches above the lot finished grade or 18 inches above the mean high water line. "Structure" also includes swimming pools, advertising signs and decorative pools; but excludes fences, dockside shelters, fish-cleaning stations, davits, boat lifts, dock boxes, driveways, sidewalks, yard adornments, flag poles, antennae and items that do not extend more than 18 inches above lot finished grade.

Subdivision: A subdivision is a division of a lot, tract or parcel of land into 2 or more lots, plots, sites, for the purpose of sale, rent, lease, building development, anchorage or other use.

Cross reference(s)—See definition for subdivision, article IX.

Substantial damage: Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 per cent of the market value of the building or structure before the damage occurred. ~~The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 per cent of the market value of the structure before the damage occurred. [Also defined in FBC, B Section 202.]~~ [Also defined in FBC, B Section 202.]

Substantial improvement: Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure ~~taking place during a 3-year period, the cumulative~~ the cost of which equals

or exceeds 50 per cent of the market value of the structure, either: (1) before the improvement or repair is started; or (2) if the structure has been damaged and is being restored, before the damage occurred. ~~The period of accumulation begins when the first improvement or repair of each building is permitted subsequent to November 22, 2011.~~ This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. This term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Swimming pool: A swimming pool is an in-ground structure containing therein a vessel of water for the purpose of recreational or hydrotherapy bathing of persons; it includes spas and hot tubs. An above grade pool is an outdoor pool with side walls that extend more than 18 inches above the lot finished grade.

Time-share period: That period of time when a purchaser of a time-sharing plan is entitled to the possession and use of the accommodations or facilities, or both, of a time-share plan.

Time-sharing plan: Any arrangement other than an exchange program, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license or right-to-use agreement or by any other means, whereby a purchaser, in exchange for a consideration, receives a right to use accommodations or facilities, or both, for a specific period of time less than a full year during any given year, but not necessarily for consecutive years, and which extends for a period of more than 3 years.

Time-share unit: An accommodation or facility of a time-sharing plan which is divided into time-share periods.

Trellis: A structural frame with latticework used as a screen or as a support for climbing plants.

Utility use: Electric, telephone, cable, water, sewage or solid waste (recycling) facilities. A minor utility use serves only the adjacent blocks while a major utility use serves the entire city.

Vaca Cut: Stevens Subdivision Tract A; Vista del Sol Subdivision; and Coury II Subdivision, Block 3, Lots 10-30, Tract A, Tract E, and Block 2, Lots 46-48.

Variance: For the purposes of Article VIII Floodplain Management, a grant of relief from the requirements of this article, or the flood-resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Waterfront: Any site shall be considered as waterfront premises provided any or all of its lot lines abut on or are contiguous to any body of water including canal, bay, ocean or any other body of water but not including a swimming pool.

Width of lot: The average width between the side lot lines of the lot.

Yard: An open space on the same lot with a building, said space being unoccupied or unobstructed from the ground upwards except as otherwise permitted herein.

Yard, front: The yard extending across the full width of the plot and lying between the front lines of the plot and the building on the streetside.

Yard, rear: The yard extending across the full width of the plot and lying between the rear lines of the plot and the building on the waterside if applicable.

Yard, side: The yard extending the full length of the plot and lying between the side lines of the plot and the building.

Yard adornments: Any statuary, fountain, bird bath, planter or similar item that is placed in any yard as a permanent adornment. (See article IV, Supplemental Regulations, section 101-26(10) for yard adornment regulations.)

Summary of District Regulations

Note: This is a summary table only; consult district regulations for full details.

District	Density	Lot Size Min. (Sq. Ft.)	Min. Lot Width	Front Setback (Feet)	Side Setback (Feet)	Corner Lot Side/Rear Setback (Feet)	Rear Set-back ⁽¹⁾ (Feet)	Floor Area Min. (Sq. Ft.) per D/U	Pervious Min. (%)	Cov-erage Max. (%)	Height Max. (Feet/ Stories)
R-1A	N/A	7,500	75	25	8.5	8.5	25	1200	15	N/A	30/2
R-1B	N/A	6,000	60	25	7.5	7.5	25	1,000	15	N/A	30/2
R-2A	N/A	6,000	60 75	25	7.5 8.5	7.5 8.5	20	800	15	N/A	30/2
R-2B	N/A	5,500	40	20 ⁽²⁾	5	5	15 ⁽²⁾	450	15	N/A	20/1
R-3	8 DU/A max.	20,000	75	50	15	15	20	900	20	33	35/3
R-H	8 DU/A max.	20,000	75	50	15	15	20	600	20	33	35/3
B-1	8 DU/A max. ⁽³⁾	10,000	90	25 ⁽⁴⁾	5 ⁽⁵⁾	25 ⁽⁵⁾	15	N/A	20	45	30/2
PB	N/A	N/A	N/A	25	20	25	25	N/A	20	N/A	30/2
PR	N/A	N/A	N/A	25	25	25	25	N/A	N/A	N/A	30

;sz;9q;(1) 50 foot setback from Vaca Cut and 100 foot setback from Ocean.

;sz;9q;(2) 5 foot setback from Clara Boulevard and Coral Lane.

;sz;9q;(3) Applies to live-aboard boats only, other dwellings not permitted.

;sz;9q;(4) 40 foot setback from Sadowski Causeway.

;sz;9q;(5) 25 foot setback from a residential parcel.

Sec. 101-9. - Reserved.

ATTACHMENT B

Land Development Code

Article III (DISTRICT REGULATIONS)

ARTICLE III. - DISTRICT REGULATIONS

Sec. 101-10. - R-1A One dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate one unit detached dwellings. It conforms with the single-family residential category of the comprehensive plan.
- (2) *Permitted uses.* One unit detached dwelling.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Family day care home as defined in article II.

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 7,500 square feet.

Minimum lot width of 75 feet.

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

Front yard minimum of 25 feet.

Side yard minimum of 8.5 feet on each side, except on a corner lot or a combined lot.

Rear yard minimum of 25 feet except a 50 foot minimum setback from mean high tide along Vaca Cut.

Corner lot minimum side yard of 25 feet on the street frontage and rear yard of 8.5 feet.

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

- (6) *Floor area.* Minimum habitable building area of 1,200 square feet per dwelling unit.

- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.

- (8) *Height.* ~~Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 30 feet or two (2) stories, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

Mechanical equipment shall not be permitted on the roof.

- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-11. - R-1B One dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate one unit detached dwellings. It conforms with the single-family residential category of the comprehensive plan.
- (2) *Permitted uses.* One unit detached dwelling.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.
- Dockside shelter and related uses.
 - Private boat dock or pier.
 - Private garage.
 - Swimming pool.
 - Tennis court.
 - Home occupation as defined in section 101-34.
 - Family day care home as defined in article II.
 - Utility use, minor.
 - Yard adornments.
- (4) *Lot area and width.*
- Minimum lot area of 6,000 square feet.
 - Minimum lot width of 60 feet.
- (5) *Setbacks* (see also section 101-26).
- Front yard minimum of 25 feet.
 - Side yard minimum of 7.5 feet on each side, except on a corner lot or a combined lot.
 - Rear yard minimum of 25 feet.
 - Corner lot minimum side yard of 25 feet on the street frontage and rear yard of 7.5 feet.
 - For combined lots, each side yard minimum shall be 10 per cent of total width.
- (6) *Floor area.* Minimum habitable building area of 1,000 square feet per dwelling unit.
- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.
- (8) *Height.* ~~Maximum of 30 feet or 2 stories, whichever is less for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 30 feet or two (2) stories, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

Mechanical equipment shall not be permitted on the roof.

- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-12. - R-2A Two dwelling unit residence district.

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

- (2) *Permitted uses.*

One unit detached dwelling.

Two unit dwelling.

- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Family day care home as defined in article II.

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 6,000 square feet.

Minimum lot width of 60 feet.

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

Front yard minimum of 25 feet.

Side yard minimum of 7.5 feet on each side, except on 75 foot wide lots where the minimum shall be 8.5 feet, corner lots or on combined lots. In the case of attached two unit dwellings, one side setback shall be required for each dwelling.

Rear yard minimum of 20 feet.

Corner lots shall have minimum side yards of 25 feet on the street frontage and rear yards measuring the same distance as the required side yard.

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

- (6) *Floor area.* Minimum habitable building area of 800 square feet per dwelling unit.
- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.
- (8) *Height.* ~~Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and two stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 30 feet or two (2) stories, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

In the event the application is made to elevate one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners within three hundred (300) feet of the proposed construction and notice of the hearing shall be published in a newspaper of general circulation in Key Colony Beach no less than seven (7) days prior to the date of the hearing. ~~No mechanical equipment shall be allowed on roof.~~

Mechanical equipment shall not be permitted on the roof.

- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

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

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

- (2) *Permitted uses.*

One unit detached dwelling.

Two unit dwelling.

- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Family day care home as defined in article II.

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 5,500 square feet.

Minimum lot width of 40 feet.

See also section 101-192, nonconforming lots.

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

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

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

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

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

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

(6) *Floor area.* Minimum habitable building area of 450 square feet per one story dwelling unit and minimum 800 square feet per two story dwelling unit.

(7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.

(8) *Height.* ~~Maximum of 20 feet or 1 story, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 20 feet or one (1) story, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

In the event that application is made to elevate only one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with a particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners within three hundred (300) feet of the proposed construction and notice of the hearing shall be published in a newspaper of general circulation in Key Colony Beach no less than seven (7) days prior to the date of the hearing. ~~No mechanical equipment shall be allowed on roof.~~

Mechanical equipment shall not be permitted on the roof.

(9) New construction or renovation of an existing structure to a higher elevation shall require a minimum of 2 parking spaces for standard automobiles with one being an under structure parking space.

(10) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-14. - R-2C Two dwelling unit residence district.

(1) *Intent.* This district is intended to accommodate single unit detached and two unit dwellings located on Lots 4-10, Marina Subdivision, and any platted resubdivision of the said lots. It conforms with the two-family residential category of the comprehensive plan.

(2) *Permitted uses.*

One unit detached dwelling.

Two unit dwelling.

- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.
Private boat dock or pier.
Private garage.
Swimming pool.
Tennis court.
Home occupation as defined in section 101-34.
Family day care home as defined in article II.
Utility use, minor.
Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 6,500 square feet.
Minimum lot width of 65 feet.

- (5) *Setbacks.* (See also section 101-26.)

Front yard minimum of 25 feet.
Side yard minimum of 8.5 feet. In the case of attached two unit dwellings, one side setback shall be required for each dwelling.
Rear yard minimum of 20 feet.
For combined lots, the side yard minimum shall be 10 per cent of total width.
Commercial uses adjacent to the southerly boundary of Lot 10 would be 9 feet (see also B-1 regulations, section 101-17).

- (6) *Floor area.* Minimum habitable building area of 800 square feet per dwelling unit.

- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.

- (8) *Height.* ~~Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and two stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 30 feet or two (2) stories, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

In the event the application is made to elevate one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners within three hundred (300) feet of the proposed construction and notice of the hearing shall be published [prior] to the date of the hearing. ~~No mechanical equipment shall be allowed on roof.~~

Mechanical equipment shall not be permitted on the roof.

(9) *Special regulations.*

Type of construction: Enclosure of the area under elevated buildings that comply with the flood resistant construction requirements of the Florida Building Code ~~Ground floor structures which comply with federal flood elevation requirements~~ shall be permitted, provided there is a two-car garage per dwelling unit and such garage may not thereafter be converted to any other use other than parking, storage, or building access, and the lot is no less than 79 feet wide. ~~Lots~~ Buildings on lots less than 79 feet in width must be supported on piles or columns and be stilt construction elevated at least 8 feet above grade to ~~and~~ provide for parking underneath the structure. The area used for parking underneath the structure may not subsequently be converted to any other use.

Parking: No boat trailers, utility trailers, recreational vehicles, campers or other than private passenger vehicles shall be parked outside of the footprint of the house. No parking of any vehicles shall be permitted on the right-of-way.

Landscaping: A landscape buffer shall be maintained at a height no less than 6 feet along the northerly side of Lot 4 and the road adjoining said lot.

See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-15. - R-3 Multiunit residence district.

- (1) *Intent.* This district is intended to accommodate the full range of residential uses and related amenities. It conforms with the multifamily residential category of the comprehensive plan and therefore the density shall not exceed 8 units per acre.

(2) *Permitted uses.*

One unit detached dwelling.

Two unit dwelling.

Multiunit dwelling.

Beach club. (See definition of beach club for restrictions.)

Community residential home as defined in article II.

- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34;

Family day care home as defined in article II;

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 20,000 square feet.

Minimum lot width of 75 feet.

(5) *Density.* Not more than 8 units per acre.

(6) *Setbacks.*

Front yard minimum of 50 feet, except tennis courts and swimming pools which may be set back 25 feet.

Side yard minimum of 15 feet on each side, except 25 feet from street line on corner lots, and at least 10 per cent of total width for combined lots, up to a maximum of 30 feet on each side; no fence, gate, wall or hedge over 4 feet in height, or any accessory structure is permitted within the minimum required side yard.

Rear yard minimum of 20 feet.

Ocean: 100 feet from mean high water line.

(7) *Floor area.* Minimum habitable building area of 900 square feet per dwelling unit.

(8) *Building coverage.* Maximum of 33 per cent of lot area.

(9) *Pervious area.* Minimum of 20 per cent.

(10) *Height.* ~~Maximum of 3 stories, but in no case more than 35 feet, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 48 feet and three stories as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.~~

Additions to existing structures containing nonconforming habitable space below the applicable base flood elevation shall be permitted, provided the total height of the structure, including the addition, does not exceed 30 feet or two (2) stories, whichever is less.

Additions to existing structures that conform to the flood provisions of the Florida Building Code shall not exceed 40 feet in height or two (2) stories, whichever is less.

New construction shall not exceed 40 feet in height or two (2) stories, whichever is less.

Mechanical equipment shall not be permitted on the roof.

(11) *Site plan.* A site plan is required for all development other than one or two family dwellings; see article XII.

(12) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-16. - RH Resort hotel district.

(1) *Intent.* This district is intended to accommodate hotels, multiunit dwellings, beach clubs and restaurants with a waterfront, ocean resort orientation. The site plan review process shall further this goal. It conforms with the resort category of the comprehensive plan.

(2) *Permitted uses.*

Multiunit dwelling.

Hotel.

Beach club. (See definition of beach club for restrictions.)

Private membership club.

Restaurants and bars. (See article IV, supplemental regulations, section 101-42, for requirements for restaurants and bars.)

(3) *Accessory structures and uses.* See section 101-26 for additional regulations.

Club or bath house.

Dockside shelter and related uses.
Private boat dock or pier.
Private garage.
Utility shed.
Swimming pool.
Tennis court.
Home occupation as defined in section 101-34.
Utility use, minor.
Yard adornments.

(4) *Lot area and width.*

Minimum lot area of 20,000 square feet.

Minimum lot width of 75 feet.

(5) *Density.* Not more than 8 dwelling units per acre. In the case of a mixed-use project, this density shall be calculated by considering each hotel unit (suite or room) and each 1,200 square feet of business floor area as a dwelling unit.

(6) *Setbacks.*

Front yard minimum of 50 feet, except tennis courts and swimming pools which may be set back 25 feet.

Side yard minimum of 15 feet on each side, except 25 feet from street line on corner lots, and at least 10 per cent of total width for combined lots, up to a maximum of 30 feet on each side; no fence, gate, wall or hedge over 4 feet in height, or any accessory structure is permitted within the minimum required side yard.

Rear yard minimum of 20 feet.

Ocean: 100 feet from mean high water line.

(7) *Floor area.* Minimum habitable building area of 600 square feet per dwelling unit but not hotel units.

(8) *Building coverage.* Maximum of 33 per cent of lot area.

(9) *Open space.* A hotel project shall provide 1,000 square feet of recreational open space per hotel unit. The location, design and facilities shall be reviewed and approved as part of the site plan.

(10) *Pervious area.* Minimum of 20 per cent.

(11) *Height.* Maximum of 3 stories, but in no case more than 48 feet in height. No mechanical equipment shall be allowed on roof.

(12) *Site plan.* A site plan is required for all development; see article XII.

(13) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X]. See also section 101-35 relative to any resort dwelling units to be sold as time shares.

Sec. 101-17. - B-1 Neighborhood business district.

- (1) *Intent.* This district is intended to provide those retail, personal service and office uses needed to serve the city's residential neighborhoods plus marinas. This conforms with the commercial category of the comprehensive plan. The site plan review process shall further the goal of water-related uses and design in B-1 districts south of the bridge.

- (2) *Permitted uses.* Convenience retail sales including groceries, hardware, variety, gift, florist, video, newspaper, jewelry, wearing apparel, fabrics, books, bakery goods, and similar retail uses.

Self-service laundry, dry cleaning and laundry pick-up, and similar service establishments.

Personal service shops such as barber, beauty parlor, shoe repair and tailor.

Offices.

Restaurants and bars. (See article IV, supplemental regulations, section 101-42, for requirements for restaurants and bars.)

Marina, to include boats for rent or hire carrying no more than 35 passengers except as expressly approved in advance by the city commission for special occasions, but not boat repair uses. (See section 101-51 for parking requirements.)

Live-aboard boats in conformance with chapter 5, article II and the densities in (6) below.

Medical marijuana treatment facilities and dispensing facilities are prohibited.

- (3) *Conditional uses.*

Gasoline station: Conditioned on frontage along an arterial roadway (as so classified in the comprehensive plan).

- (4) *Accessory structures and uses.* All customary accessory structures and uses.

- (5) *Lot area and width.*

Minimum lot area of 10,000 square feet.

Minimum lot width of 90 feet.

- (6) *Density.* Live-aboard boats tied up to docks located within the B-1 district shall not exceed a density of 8 dwelling units per net acre with each such boat considered a dwelling unit.

- (7) *Setbacks.*

Sadowski Causeway: Minimum of 40 feet.

Other front yard: Minimum of 25 feet.

Other side yard: Minimum of 5 feet, except 25 feet on a corner lot or from a residentially zoned parcel and at least 10 per cent of total width for a combined lot, up to a maximum of 30 feet on each side.

Rear yard: Minimum of 15 feet.

- (8) *Lot coverage.* Maximum of 45 per cent.

- (9) *Pervious area.* Minimum of 20 per cent.

- (10) *Height.* Maximum of 2 stories, but in no case more than 48 feet in height as mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.

- (11) *Site plan.* A site plan is required in accordance with article XII.

- (12) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

Sec. 101-18. - PB Public buildings and grounds districts.

- (1) *Intent.* This district is intended to accommodate city administrative or maintenance buildings, city wastewater treatment plant and other governmental uses. It conforms with the Public category of the comprehensive plan.

- (2) *Permitted uses.*

Governmental administrative offices, including police station.

Governmental maintenance facilities.

Libraries.

Post offices.

Public parking including boat trailers.

Public parks.

Public restrooms.

Utility use, major.

(3) *Site design standards.*

Building setbacks:

Side setback: 20 feet, except on a combined lot where the side yard minimum shall be 10 per cent of total width, up to a maximum of 30 feet on each side.

Front setback: 25 feet.

Rear setback: 25 feet.

Pervious area minimum of 20 per cent.

Height maximum of 2 stories but in no case more than 48 feet in height as mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.

(4) *Special regulations.* See sections on floodplain management [article VIII], parking [article V], and landscaping [article VI].

Sec. 101-19. - PR Public recreation district.

(1) *Intent.* This district is intended to accommodate the city's park, recreation and public golf course facilities. It conforms to the recreational category of the comprehensive plan.

(2) *Permitted uses.*

Public parks and related recreational facilities.

Public golf courses and related building facilities.

(3) *Site design standards.*

Building setback minimum of 25 feet.

Height maximum of 40 feet.

Sec. 101-20. - C Conservation district.

(1) *Intent.* This district is intended to preserve unique natural features, particularly wetlands, in their natural state. This conforms to the conservation category in the comprehensive plan.

(2) *Permitted uses.* Open space, including wetlands.

(3) *Accessory uses.* Environmentally sensitive walkways.

Secs. 101-21—101-24. - Reserved.

ATTACHMENT C

Land Development Code Article VIII (FLOODPLAIN MANAGEMENT)

ARTICLE VIII. FLOODPLAIN MANAGEMENT

ARTICLE VIII. FLOODPLAIN MANAGEMENT

Sec. 101-90. - Floodplain management; general.

- (1) *Title.* These regulations shall be known as the Floodplain Management Ordinance of the City of Key Colony Beach, hereinafter referred to as "this article."
- (2) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; installation or replacement of tanks; installation of swimming pools; and any other development.
- (3) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
 - (a) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (b) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (c) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (d) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (e) Minimize damage to public and private facilities and utilities;
 - (f) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (g) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (h) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.
- (4) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (5) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal

Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

- (6) *Disclaimer of Liability.* This article shall not create liability on the part of the City Commission of the City of Key Colony Beach or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

Sec. 101-91. - Applicability.

- (1) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (2) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Key Colony Beach, as established in Section 101-91(3) of this article.
- (3) *Basis for establishing flood hazard areas and Species Focus Areas and Real Estate Numbers.*
- (a) The Flood Insurance Study for Monroe County, Florida and Incorporated Areas, dated February 18, 2005, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at City Hall, 600 West Ocean Drive, Key Colony Beach, FL 33051.
 - (b) The Species Focus Area Maps (SFAMs) and the real estate numbers of parcels (RE List) that are within the SFAMs identified by the U.S. Fish and Wildlife Service in accordance with the Biological Opinion, dated April 30, 2010, as amended, for the City of Key Colony Beach, and any subsequent revisions there to, are hereby declared to be a part of this article. The SFAMs and RE list are on file at the City Hall.
- (4) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to Section 101-95 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
- (a) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 - (b) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.
- (5) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
- (6) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
- (7) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
- (a) Considered as minimum requirements;
 - (b) Liberally construed in favor of the governing body; and
 - (c) Deemed neither to limit nor repeal any other powers granted under state statutes.

Sec. 101-92. Duties and powers of the floodplain administrator.

- (1) *Designation.* The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.
- (2) *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 101-97 of this article.
- (3) *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:
 - (a) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (b) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (c) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (d) Provide available flood elevation and flood hazard information;
 - (e) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (f) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (g) Issue building permits for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and
 - (h) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (4) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
 - (a) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (b) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (c) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; ~~the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement" and for proposed work to repair~~

~~damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood related damage as specified in the definition of "substantial damage"; and~~

- (d) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.
- (5) *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 101-97 of this article.
- (6) *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (7) *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 101-96 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (8) *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:
 - (a) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 101-92(4) of this article;
 - (b) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;
 - (c) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete;
 - (d) Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Key Colony Beach are modified; and
 - (e) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (9) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall, 600 West Ocean Drive, Key Colony Beach, FL 33051.

Sec. 101-93. - Permits.

- (1) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt

from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.

- (2) *Building permits.* Building permits shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a building permit is required in addition to a building permit.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), building permits shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - (a) Railroads and ancillary facilities associated with the railroad.
 - (b) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
 - (c) Temporary buildings or sheds used exclusively for construction purposes.
 - (d) Mobile or modular structures used as temporary offices.
 - (e) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
 - (f) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (g) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (h) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
 - (i) Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- (4) *Application for a permit or approval.* To obtain a building permit the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
 - (a) Identify and describe the development to be covered by the permit or approval.
 - (b) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (c) Indicate the use and occupancy for which the proposed development is intended.
 - (d) Be accompanied by a site plan or construction documents as specified in Section 101-95 of this article.
 - (e) State the valuation of the proposed work.
 - (f) Be signed by the applicant or the applicant's authorized agent.
 - (g) Give such other data and information as required by the Floodplain Administrator.

- (h) For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
- (5) *Validity of permit or approval.* The issuance of a building permit pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.
- (6) *Expiration.* A building permit shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.
- (7) *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a building permit if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (8) *Other permits required.* Floodplain building permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
 - (a) The South Florida Water Management District; section 373.036, F.S.
 - (b) Florida Department of Economic Opportunity, section 380.05, F.S., Areas of Critical State Concern, and Chapter 553, Part IV, F.S., Florida Building Code.
 - (c) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.(3).
 - (d) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
 - (e) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (f) Federal permits and approvals.

Sec. 101-94. - Protection of endangered species.

- (1) *Applications with Determination of Unsuitable Habitat.* Upon receipt of a floodplain building permit application for a property that is determined to be on the SFAMs and the RE list as containing unsuitable habitat, the Floodplain Administrator shall place a letter in the floodplain building permit file that indicates:
 - (a) The name of the city official that made the determination;
 - (b) The date of the determination; and
 - (c) The date of the SFAM and RE list used to make the determination.Once the determination has been made, the City of Key Colony Beach may take action on the floodplain building permit application without further concern for Federally threatened and endangered species and their habitat.
- (2) *Species Assessment Guides and Acceptance Form.* The Species Assessment Guide for the City of Key Colony Beach provided by the U.S. Fish and Service (Service), dated November 2011, and any subsequent revisions there to, is hereby declared to be a part of this article. The Species Assessment Guide is on file at the City Hall.
 - (a) The City of Key Colony Beach shall use the Species Assessment Guide to determine whether the applicant for a floodplain building permit application must seek technical assistance by the Service. For

applications that require such assistance, the City of Key Colony Beach shall provide copies of the applications to the Service for review on a weekly basis.

- (b) Based on the Service's technical assistance, the City of Key Colony Beach shall condition the floodplain building permit to incorporate the Service's recommendations to avoid and/or to minimize possible impacts on Federally listed threatened and endangered species and their habitat.
 - (c) The City shall maintain an Acceptance Form of the Service's recommendations in the permit file. The Acceptance Form shall be signed by the permit applicant and the building official.
 - (d) The City shall use the Species Assessment Guide (SAG) for properties that exist within the boundaries of a completed Habitat Conservation Plan and which are subject to the SFAMs. The Real Estate folio number list which accompanies the SFAMs will be utilized in combination to determine if a building permit application must be provided to the Service for technical assistance in order to meet the full requirements of the Endangered and Threatened sections of this section.
- (3) *Avoiding Impacts on Federally Listed Species.* All proposed development shall meet the conditions attached to floodplain building permits in accordance with Section 101-94(b) to avoid possible impacts to Federally threatened and endangered species and their habitat.

Sec. 101-95. - Site plans and construction documents.

- (1) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
- (a) Delineation of flood hazard areas, flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - (b) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - (c) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (d) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (e) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

- (2) *Additional analyses and certifications.* For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis signed and sealed by a Florida licenses engineer that demonstrates that the proposed alteration will not increase the potential for flood damage shall be submitted with the site plan and construction documents.
- (3) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

Sec. 101-96. - Inspections.

- (1) *General.* Development for which a building permit is required shall be subject to inspection.
- (2) *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued building permits.
- (3) *Buildings, structures and facilities exempt from the Florida Building Code.* The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued building permits.
- (4) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.
- (5) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 101-96(4) of this article.

(6) *Manufactured homes.* The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

Sec. 101-97. - Variances and appeals.

- (1) *General; recommendations.* The Planning and Zoning Committee Commission shall hear requests for appeals and requests for variances from the strict application of this article and the flood-resistant construction requirements of the Florida Building Code. Based on the provisions of this section, the Planning and Zoning Committee shall make recommendations to the City Commission. Pursuant to section 553.73(5), F.S., the City Commission shall hear and decide on requests for appeals and requests for variances from the strict application of the flood-resistant construction requirements of the Florida Building Code.
- (2) *Appeals.* The City Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.
- (3) *Limitations on authority to grant variances.* The City Commission shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 101-97(6) of this article, the conditions of issuance set forth in Section 101-97(7) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. The City Commission has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (4) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood-resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

- (5) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (6) *Considerations for issuance of variances.* In reviewing requests for variances, the City Commission shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
 - (a) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (b) The danger to life and property due to flooding or erosion damage;
 - (c) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (d) The importance of the services provided by the proposed development to the community;
 - (e) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (f) The compatibility of the proposed development with existing and anticipated development;
 - (g) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (h) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (i) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 - (j) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.
- (7) *Conditions for issuance of variances.* Variances shall be issued only upon:
 - (a) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;
 - (b) Determination by the City Commission that:
 - (i) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
 - (ii) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
 - (iii) The variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (c) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
 - (d) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up

to amounts as high as \$25.00 for \$100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 101-98. - Violations.

- (1) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article or the conditions established by grants of variance, shall be deemed a violation of this article and punishable as a non-criminal violation. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (2) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.
- (3) *Unlawful continuance; fine.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be fined not more than \$500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.

Secs. 101-99, 101-100. - Reserved.

Sec. 101-101. - Buildings and structures.

(a) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 101-93(3) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 101-106 of this article.

(b) Florida Building Code, amendments. Amendments to the Florida Building Code adopted by the City are contained in the Code of Ordinance of the City of Key Colony Beach, Chapter 6 Buildings.

Sec. 101-102. - Subdivisions.

- (1) *Minimum requirements.* Subdivision proposals shall be reviewed to determine that:
 - (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Subdivision plats.* Where any portion of proposed subdivisions lies within a flood hazard area, the following shall be required:
 - (a) Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats; and

- (b) Compliance with the site improvement and utilities requirements of Section 101-103 of this article.

Sec. 101-103. - Site improvements, utilities and limitations.

- (1) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (a) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (b) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (c) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (2) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
- (3) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.(3) and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
- (4) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (5) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 101-95(2) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 101-106(6)(c) of this article.

Sec. 101-104. - Manufactured homes and recreational vehicles.

~~Installation of manufactured homes shall not be permitted.~~

- (1) Recreational vehicles are permitted to be stored but not occupied.

(2) *Manufactured homes.* Manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.

(a) New manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(i) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this article.

(ii) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this article.

(b) New manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation

system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(c) Manufactured homes that are placed, replaced, or substantially improved, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone)*.

(d) Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential Section R322.2 or R322.3* for such enclosed areas, as applicable to the flood hazard area.

(e) Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential Section R322*, as applicable to the flood hazard area.

Sec. 101-105. - Tanks.

- (1) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (2) *Above ground tanks, not elevated.* Above ground tanks that do not meet the elevation requirements of Section 101-104(3) of this article shall:
 - (a) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 - (b) Not be permitted in coastal high hazard areas (Zone V).
- (3) *Above ground tanks, elevated.* Above ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (4) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (a) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (b) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

Sec. 101-106. - Other development.

- (1) *General requirements for other development.* All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
 - (a) Be located and constructed to minimize flood damage;
 - (b) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
 - (c) Be constructed of flood damage-resistant materials; and

- (d) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
- (2) *Detached accessory structures in coastal high hazard areas (Zone V).* In coastal high hazard areas, detached garages are not permitted. Detached accessory structures used only for storage that are 100 square feet or less in area are permitted below the base flood elevation provided the structures comply with Section 101-106(1) of this article.
- (3) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
 - (a) Structurally independent of the foundation system of the building or structure;
 - (b) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
 - (c) Have a maximum slab thickness of not more than four (4) inches.
- (4) *Decks and patios in coastal high hazard areas (Zone V).* In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:
 - (a) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
 - (b) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
 - (c) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
 - (d) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.
- (5) *Other development in coastal high hazard areas (Zone V).* In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:
 - (a) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

- (b) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
 - (c) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.(3), as filled systems or mound systems.
- (6) *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:
 - (a) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
 - (b) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (c) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

ATTACHMENT D

Code of Ordinances
Chapter 6 (BUILDINGS)
Article I (BUILDING CODE)

Chapter 6 – BUILDINGS

ARTICLE I. – BUILDING CODE

Sec. 6-1. - Purpose.

The purpose of this article is to compile all of the regulations pertaining to the construction of buildings, applications for building permits, and the inspection of construction within the city.

Sec. 6-2. - Codes adopted.

(a) Adopted.

(1) Standard codes.

- a. The Florida Building Codes;
- b. ICC (International Code Council);
- c. NFPA (National Fire Protection Association);
- d. NEC (National Electric Code);
- e. ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers);
- ~~f. IAMPO (International Association of Mechanical and Plumbing Officials);~~
- f. g. City, county, state and federal laws, regulations and codes (FEMA, ADA, etc.);

(2) The latest editions, revisions and amendments of these codes shall be adopted and enforced as the building codes for the city.

(b) *Most restrictive applies.* In the case of differing requirements between standard codes cited above, requirements imposed by state statute, requirements imposed by federal laws, and the city provisions cited elsewhere in the City Code, the most restrictive code shall apply.

Sec. 6-3. - Additional construction specifications.

(1) *Wind and flood loads.*

- (a) Buildings and structures and every part thereof shall be designed to withstand the forces of wind pressure assumed in any direction. Allowance shall not be made for the effect of shielding by other structures.
- (b) A registered professional engineer must state and certify, including his seal impression on the plans, and by letter to the city, that the plans reflect that:
 1. The pilings or columns used as structural supports are designed and anchored so as to withstand all applied loads ~~of the base flood flow~~ **required by the Florida Building Code.**
 2. All buildings or structures are designed to be securely anchored on pilings or columns so as to withstand velocity water and hurricane wave wash.

(2) *New construction materials.*

- (a) **Excluding new single-family dwellings, masonry** Masonry type materials must be used for all new construction.
 - 1. The masonry content shall consist of reinforced concrete, concrete block, and/or prestressed concrete products, and shall be a minimum of seventy-five (75) per cent of the overall exposed vertical walls, excluding screened-in and glass areas.
- (b) Review by building official:
 - 1. The building official will review all plans for new construction to ensure architectural style and building materials are harmonious in character and appearance with existing buildings in the neighborhood and are appropriate to their surroundings. If the opinion of the building official there are issues regarding any of these matters, it shall be referred to the planning and zoning committee.
 - 2. Harmony shall be achieved through the use of similar building massing, scale, materials and colors or other architectural features. Design features such as, but not limited to, articulation of doors and windows, sculptural or textural relief of facades, architectural ornamentation or varied rooflines shall be incorporated into building designs to provide aesthetically satisfactory views from public rights of way as determined by the Key Colony Beach Planning and Zoning Committee through section 101-28 of the land development regulations.
 - 3. Designs for new buildings, additions or alterations will not be permitted which will adversely affect neighboring properties in appearance or value resulting from design factors or construction techniques in accordance with subsection 101-167(2)(i)1. or as amended.
- (3) *Foundation pilings.*
 - (a) Must be no more than seventeen (17) feet, zero (0) inches on center either way.
 - (b) Must be physically connected to pile caps with adequate lapping of piling strands to pile cap rebar.
- (4) *Pile caps.*
 - (a) Minimum dimensions two (2) feet zero (0) inches x two (2) feet zero (0) inches x one (1) foot, six (6) inches deep with reinforcing steel.
- (5) *Grade beams.*
 - (a) Minimum dimensions twelve (12) inches wide x sixteen (16) inches deep and must connect all perimeter pilings of proposed structures.
 - (b) Must be physically connected to slab and columns with doweled and spliced rebar.
- (6) *Columns.*
 - (a) Minimum dimensions eight (8) inches x twelve (12) inches. No more than eighteen (18) feet zero (0) inches on center and within two (2) feet zero (0) inches of piling with reinforcing steel to be approved by the building official and city engineer.
 - (b) Must be physically connected to tie beams with doweled and spliced rebar.
- (7) *Tie beams.* Minimum dimensions eight (8) inches wide x sixteen (16) inches deep with reinforcing steel to be approved by the building official and city engineer.
- (8) *Hurricane straps.*
 - (a) Must be in place prior to tie beam concrete pour.
 - (b) Double hurricane straps (one (1) each side of roof member), to be designed for double roof member uplift.
 - (c) Hurricane straps to be wrapped over top chord of each roof member embedded to four (4) inches depth.

- (d) All hurricane straps embedded into concrete must have hooked ends.
- (9) *Hurricane shutters.* Hurricane shutters will be required for all new construction and/or existing structures undergoing remodeling.
 - (a) SBCCI Standard-SSTD 12-97, "Test Standard for Determining Impact Resistance from Wind-borne Debris," is hereby adopted as the test standard for hurricane shutters. Product approval by the products control section of the Dade County Building Codes Compliance Office shall constitute and acceptable alternative to the aforementioned standard.
 - (b) All shutters and prescribed fasteners shall be designed to withstand the wind loads generated by a minimum peak wind speed of one hundred fifty (150) mph (i.e., in three (3) second gusts) pursuant to the latest revision of ASCE Standard 7. This minimum peak wind speed is equivalent to a minimum fastest mile wind speed of approximately one hundred thirty (130) mph and a minimum sustained wind speed of approximately one hundred twenty-two (122) mph.
 - (c) All shutters and prescribed fasteners shall be designed (when installed) to withstand wind-borne debris impact loads (i.e., "a large missile load") pursuant to SBCCI SSTD 12-97. Any shutter that has received product approval by the product control section of the Dade County Building Compliance Office will be accepted insofar as the debris impact requirements are concerned.
 - (d) Shutters shall be required for all glass areas and shall be specified on the drawing submitted for permit.
 - (e) All structures shall have engineer approved fastening devices which must be specified on the plans and permanently installed (if applicable) on the structure during construction. These fasteners will facilitate the installation and removal of the panels.
 - (f) Prior to the issuance of a certificate of occupancy (and as part of the final building inspection), physical verification of the installation of the fasteners together with the availability of the shutters will be required.
 - (g) Shutters shall be erected in accordance with manufacturers' shop drawings, as approved by the engineer of record. Any shutter system specified by the engineer must meet the design requirements specified herein.
- (10) *Trusses.*
 - (a) Truss drawings to be approved by job engineer of record prior to installation.
 - (b) All trusses to receive interior lateral supports as per truss manufacturer's engineer and job engineer of record approvals.
- (11) *Roof sheathing.*
 - (a) New three-quarter (¾) inch CDX plywood minimum.
 - (b) Minimum fastening to roof members will be hot dipped galvanized common nails to SBCCI 1705.1.
- (12) *Roof coverings.*
 - (a) First ply minimum #30 (ASTM) felt.
 - (b) Fiberglass shingles will require six (6) nails per shingle.
 - (c) Galvanized nails to go through ~~sheathing~~ sheathing. No staples permitted.
 - (d) All roof tiles to be screwed with two (2) #10 galvanized screws minimum per tile whether mortar is used or not.
- (13) *Exterior walls, soffits and fascia.*
 - (a) New one-half (½) inch CDX plywood minimum is required.
 - (b) Particle board, wafer board, greenboard and similar materials are prohibited from use.

- (14) *Concrete.* All concrete shall be minimum three thousand (3,000) psi.
- (15) *Framing specifications.*
- (a) All exterior framing to be minimum 2 x 6 pressure treated members sixteen (16) inches on center.
 - (b) Exterior framed walls must have subsheathing of at least one-half ($\frac{1}{2}$) inch thick CDX plywood with structural siding such as T-111 or plaster and metal lath. Nailing to be same as roof.
 - (c) Exterior framing must be tied in to beams every thirty-two (32) inches with hurricane straps to run up the 2 x 6's at least sixteen (16) inches.
 - (d) Wood floors shall be two (2) layers three-fourths ($\frac{3}{4}$) inch T&G plywood glued and affixed by screws.
- (16) *Miscellaneous structural specifications.*
- (a) Minimum reinforcing bar lap thirty-six (36) times diameter.
 - (b) All reinforcing bar laps of beam rebar and main structural floor rebar to be lapped over beam.
 - (c) All rebar to be free of rust and scale.
- (17) *Refuse storage and disposal.* A dumpster with a minimum capacity of two (2) cubic yards must be on hand for storage of all refuse beginning on the day construction starts. Refuse must be hauled away as soon as the dumpsters are full but at least weekly. Burning of refuse is not permitted. Adjacent lots must be kept clean and free of refuse at all times. Wire cages are prohibited.
- (18) *Water meters.* Water meters must be installed so that the top of the water box is level with the finish grade of the pertinent lot.
- (19) *Toilets.* Adequate portable toilet facilities must be provided during the construction period or a substitute therefore must be approved by the building official.
- (20) *Water conservation.* The following water conservation requirements (or the latest Standard Plumbing Code, whichever is more restrictive) shall apply to any new building. They shall apply to an addition to or a renovation of an existing building only if the cost of the addition or renovation exceeds twenty-five (25) per cent of the value of the existing building and compliance with the requirements of this section will not require substantial modification of the existing plumbing system.
- (a) *Water closet:* No tank-type water closet shall have a tank capacity in excess of three and one-half ($3\frac{1}{2}$) gallons of water; or
 - (b) *Shower head:* No shower head or faucet shall allow a flow of more than an average of three (3) gallons of water per minute at sixty (60) pounds of pressure per square inch;
 - (c) *Exception:* In the case of additions or renovations authorized above, the installation of tank-type water closets having a tank capacity in excess of three and one-half ($3\frac{1}{2}$) gallons shall be permitted if such water closets are equipped with a device which reduces average water consumption to no more than three and one-half ($3\frac{1}{2}$) gallons per flush. In addition, the city commission may allow the use of standard flush toilets if, in the opinion of the commission, the configuration of the building drainage system requires a quantity of water greater than three and one-half ($3\frac{1}{2}$) gallons to adequately flush the system.
- (21) *Sewer laterals.* Upon construction of a new residence or redevelopment of an existing residence, the city will inspect the existing lateral for structural soundness. The city may delay issuance of the building permit to allow the city to repair or replace the lateral.
- (22) *Sewer pipe inspection.* If a sewer pipe is under an area to be improved, the pipe must first be inspected.

Sec. 6-4. - Building official.

- (1) *Appointment.* There shall be a building official who shall be appointed by the city commission. The building official may designate a building inspector to be approved by the city commission. The appointment of the

building official and building inspector shall be subject to the provisions of **the Florida Building Code** ~~section 102.1 (Right of entry) and section 102.2 (Stop work orders) of the standard building code.~~

- (2) *Powers and duties.* The general powers and duties of the building official shall include, but not be limited to the following:
- (a) Review plans and specifications for proposed construction and improvements, for compliance with existing codes.
 - (b) Conduct preliminary plan reviews with owner/builders and contractors, as required.
 - (c) Approve and issue building permits for construction meeting building code requirements and city ordinances.
 - (d) Make field inspections and issue inspection reports to contractor.
 - (e) Issue stop orders on own recognizance.
 - (f) Enforce the land development code (in cooperation with the planning and zoning committee) including the review and issuance of sign permits.
 - (g) Enforce article ii of this chapter, the dangerous buildings code.
 - (h) Perform the duties of code enforcement officer as described in chapter 1, section 1-10 of the City Code.
 - (i) Issue certificates of occupancy.
 - (j) Conduct an inspection of the premises where any business is to be conducted prior to issuance of occupational license and periodically thereafter.
 - (k) Administer the public right-of-way permit process contained in this chapter.
 - (l) Supervise city public works employees.
 - (m) Utilize the services of the consulting city engineer when required to administer this chapter; retain the services of other technical experts when authorized by the city commission.
 - (n) Make recommendations and perform inspections required for city projects.
 - (o) Obtain bids for city projects.
 - (p) Follow-up and make recommendations on citizen complaints on roads, drainage, etc.
 - (q) Recommend changes to city ordinances pursuant to construction, permitting or code violations, when applicable.
 - (r) Assist city sewer utility board when requested.
 - (s) Supervise outside contractors employed by the city.
 - (t) Attend city meetings as required.
 - (u) Attend county meetings pertaining to building code issues when so designated by city commission.
 - (v) Perform such other duties as are assigned by the city commission.
- (3) *Compensation.*
- (a) Building official: The full-time building official shall be compensated on a salaried basis, including benefits as provided for in the appropriate city resolutions.
 - (b) Temporary building inspector: Any person hired to temporarily perform the duties of the building official shall be compensated in accordance with a schedule set forth by the city commission.

Sec. 6-5. - Consulting city engineer.

A consulting city engineer shall be appointed by the city commission. The consulting city engineer must be a certified professional engineer of the State of Florida who is qualified to review building plans and construction to determine that ~~the Florida Building Code standard building codes~~ and all construction requirements of the city are followed. This person shall perform other assignments as requested by the city administrator or city commission. Any time the services of the consulting city engineer are used under this chapter, there shall be an additional fee to the applicant over and above other fees.

Sec. 6-6. - Building permit.

- (1) *When required.* No building permit is required for cosmetic maintenance (painting, roof coating, plastering, stucco) on single-family or duplex residential structures.

A building permit must be obtained for:

- (a) Any new use ~~as described in section 401.1, standard building code~~, or a change of an existing use as described in ~~section 401.1, standard building code~~ **Florida Building Code**, on any plot.
- (b) Construction, alteration or major structural repair of any buildings, canals, swimming pools, tennis courts, walls, seawalls, docking facilities, driveways, barbecue pits, new roofs, roof repairs and similar projects; what constitutes major structural repair shall be determined by the building official. In any case, a project with an estimated cost exceeding one thousand dollars (\$1,000.00), shall require a permit, again, the cost to be determined by the building official.
- (c) A permit for fence construction shall be obtained for any fence constructed in the city.
- (d) Any electrical, plumbing or mechanical addition or alteration.
- (e) Capping a sewer lateral upon demolition of an existing structure.

Anyone initiating such work prior to obtaining a building permit shall pay a penalty fee as specified in the fee schedule.

- (2) *Who may apply.*

- (a) In general: Application for a permit required by this article must be submitted by a person certified or licensed by either the State of Florida or Monroe County to do the work for which the permit is desired, except that the owner of the property who is building or improving a single-family dwelling for the use of such owner may submit such application. Also the owner who is building or improving a commercial building may submit an application if the cost is under twenty-five thousand dollars (\$25,000.00) and is for occupancy or use by such owner.
- (b) Prospective buyer: If an application for a building permit is made by a prospective buyer, a copy of the "contract to buy," signed by the current property owner, must be presented with the building permit application.
- (c) Owner/builder: An individual may alter or repair his own residence or construct a new residence in agreement with F.S. §§ 489.103(7), (9), and the City of Key Colony Beach Owner/Builder Requirements. All work must conform to codes adopted by the city and pass all inspections. An owner/builder taking out such a permit shall be restricted to one (1) permit in five (5) years, for the construction of a new single-family dwelling for his or her use and must be present on the job site whenever work is in progress and during an inspection. Other than common laborers*, anyone assisting the owner/builder on construction activity must either be licensed by the state or certified by Monroe County. The building official is authorized to have an owner/builder sign an affidavit incorporating more detailed city owner/builder requirements. For the purposes of this provision, the term "individual" shall include members of the applicant's immediate family, including spouse and minor children, and also any corporations owned in full or in part by the applicant.

*A common laborer is defined as a person who works under the direct supervision of the owner/builder in performing nontechnical tasks of a routine nature.

- (3) *Application procedures.* An application for a building permit shall be made in writing at the office of the city clerk. The application shall give a legal description of the property where the construction is proposed. The legal description shall include the lot and block number and subdivision involved. Said application must be accompanied by three (3) complete sets of plans.
- (4) *Application contents.* The drawings shall show the following in detail:
- (a) A lot survey by a registered surveyor to establish lot lines is required before construction of a seawall, new building or external addition thereto or boundary fence may be started. Stakes outlining the property shall be placed and so identified on the survey and shall be maintained during the course of construction.
 - (b) Location of all buildings showing:
 - 1. Front, side and rear elevations; height from the average crown of the road and from mean sea level.
 - 2. The distance of all setbacks from property lines as determined from a recent survey.
 - 3. Driveways with finished elevations.
 - (c) For new or substantial improvement of any residential structure, the elevation of the **bottom of the lowest horizontal structural member** base of the lowest supporting member of the lowest habitable floor and the elevation of the **finished lowest finished habitable floor** (in relation to **the datum on the Flood Insurance Rate Map mean sea level or NGVD**). See the **Florida Building Code** and land development code for this and other flood protection requirements.
 - (d) For new or substantial improvement of any commercial or other nonresidential structure, the elevation of the **bottom of the lowest horizontal structural member** base of the lowest supporting member of the lowest habitable floor and the elevation of the **finished lowest finished habitable floor** (in relation to **the datum on the Flood Insurance Rate Map mean sea level or NGVD**).
 - (e) Description of type of breakaway **walls and flood openings in walls below the elevated building, if any, or vented walls planned, if any, below the base flood elevation** and designate on the plans the use to be made of each portion of the enclosed area. Plans for **walls of enclosed areas breakaway or vented walls** must be submitted to the building official for approval.
 - (f) Location, height and nature of all lot perimeter walls and fences shall be shown on the plan. See article VI of the land development code.
 - (g) In R-3, RH and B-1 zoning districts:
 - 1. Locations and dimensions of all driveways on and giving access to the site.
 - 2. Location and dimension of all areas to be used for automobile parking, with parking spaces indicated in accordance with article V of the land development code.
 - 3. The number of residential dwelling units and density per net acre.
 - 4. The number, placement and design requirements of fire well(s), also known as a "dry hydrant" as described by the National Fire Protection Association, Inc., in NFPA "~~Standard on Water Supplies for Suburban and Rural Fire Fighting 1231~~" published 1984 **1142, published in 2022** as approved by the Monroe County Fire Marshal.
 - (h) A registered professional engineer must state and certify, including his seal impression on the plans and by letter to the city, that the plans reflect that:
 - 1. The pilings or columns used as structural supports are designed and anchored so as to withstand all applied loads **of the base flood flow required by the Florida Building Code**.
 - 2. All buildings or structures are designed to be securely anchored on pilings or columns so as to withstand velocity water and hurricane wave wash.

3. The building or structure and every part thereof are designed to structurally remain standing, without allowance for the effect of shielding by other structures, as required by the Florida Building Code Standard Building Code, SBBCI.
4. On all new construction of multifamily residential and commercial buildings, the building official may accept a sworn affidavit from a registered architect, ~~or~~ engineer, or private provider, stating that the plans submitted conform to the laws as to egress, and Chapter ~~11 10, Standard Building Code~~ Florida Building Code, "Means of egress requirements", type of construction and general arrangement, and if accompanied by drawings showing the structural design, and by a statement that the plans and design conform to the requirements of the ~~Standard Building Code~~ Florida Building Code as to strength, stresses, strains, loads and stability.
 - (i) A registered Florida engineer responsible for the final grading must state and certify, including their seal impression on the plans, and by letter to the city, that the plans reflect that lot drainage planned is such that water will be retained on site and will otherwise conform to the drainage provisions of the land development code, including the level of service standard contained in section 101-151(4). No certificate of occupancy will be issued until this requirement is satisfied. A drainage and grading plan showing proposed finished grades must be submitted for building official approval.
 - (j) Plans and elevations showing structural design and diagrams for electrical, mechanical, plumbing and roofing installations.
 - (k) Location, size, type and design of all signs to be in accordance with article X of the land development code.
 - (l) A landscaping plan in accordance with article VI of the land development code.
 - (m) The names of the plumbing, mechanical, electrical and roofing subcontractors.
 - (n) A statement as to use of said property and structure.
 - (o) Such other information as the building official may require.
- (5) *Utility adequacy and concurrency.* No building permit for construction of a single family dwelling shall be issued until affidavits are provided from the Florida Keys Aqueduct Authority showing that there will be an adequate potable water supply and from the Florida Keys Electric Cooperative showing that there will be an adequate electricity supply for the proposed development. An applicant for a multifamily residential, commercial or other project subject to the concurrency provisions of article XI of the land development code, shall show evidence of an approved concurrency review plus an affidavit from the Florida Keys Electric Cooperative.
- (6) *Review procedures.*
 - (a) Building official: The building official shall approve the plans for renovation to multifamily dwellings and commercial buildings as well as plans for new construction, alterations and additions to conforming uses in the R-1A, R-1B, R-2A and R-2B zoning districts if said plans meet all of the requirements of this chapter, the codes adopted hereby, the land development code, and all other pertinent ordinances, rules and regulations.
 - (b) Planning and zoning committee: If requested by the building official, the planning and zoning committee shall review; (i) building plans for all new construction or additions to existing structures; (ii) building plans for nonconforming uses in any zoning district; (iii) all deviations from the land development code and impact statement ordinance regulations; and (iv) any engineered deviations from this chapter. The planning and zoning committee shall report its findings and recommendations in writing to the city commission.
 - (c) City engineer: The city's consulting engineer will review those plans for new construction of multifamily and commercial buildings. The engineer shall also review any request for engineered deviations from this chapter or any unique design issue on which the building official needs technical assistance. The engineer will inform the building official in writing as to his findings.

- (d) City commission: The city commission, after reviewing the building plans, the reports from the planning and zoning committee, the city consulting engineer and the city building official shall approve or disapprove the issuance of a building permit for the construction or addition to a multifamily dwelling or commercial building by a roll call vote at a city commission meeting.

(7) *Permitting fees.*

- (a) Fee schedule: When a permit application has been approved as herein provided, the applicant shall be issued a permit by the building official to perform the construction or alteration as specified in the plans upon payment to the city of the permitting fee. Cost estimates will be determined by the periodic construction cost reports of the Means Cost Data Manuals. Building permit fees shall be specified in a fee schedule adopted by the city commission.

- (b) Additional fees: The building official shall advise the city clerk promptly when additional inspection fees are to be charged the builder for:

Work not ready for inspection when called.

Condemned work resulting from faulty construction.

Work not in accordance with plan.

Builder's request for on-job advice.

A charge for excessive time spent at the office with builder or his representative.

Engineered deviations from this chapter, as approved by the city engineer.

- (c) Fire safety inspection fees.

- 1. Plan review: The city fee schedule shall also include plan review fees to cover the costs of reviewing construction and alteration plans for smoke detectors, firewalls, emergency lighting, fire extinguishing systems, exit signs, means of egress distances, emergency egress windows, fire-rated self-closing doors, etc. (Life Safety 101), and on-site inspections of same, plus the continued certification and education of the building official as the fire safety inspector as required by Florida Statute.

- 2. Annual inspection of existing structures: The fee schedule shall also include the fee for the annual fire inspection of public assemblies and public areas (means of egress, fire, alarm and suppression systems, smoke detectors, etc.). The written schedule for these periodic inspections shall be as follows:

- a. Sprinkler systems:

Wet pipe system:

Visual inspection—monthly.

Alarm and water flow tests—yearly.

Dry pipe system:

Visual inspection—weekly.

Alarm test—monthly.

Trip test—yearly.

Deluge and preaction:

Visual—monthly.

Main drain—yearly.

- b. Standpipe systems:

Wet—Six (6) months.

Dry—Annually and hydrostatically tested every five (5) years.

- c. Fire and smoke alarm systems—Six (6) months.

- d. Smoke detectors: Hotel, motel, private residential rentals and offices—yearly.
- e. Extinguishing systems:

Portable fire extinguishers—yearly and hydrostatically every five (5) years.

Fixed systems (CO₂, Halogenated agents, wet chemical)—yearly.

- f. Fire wells—yearly.
- g. Records of the above inspections shall be maintained by the owner for five (5) years.

(8) *Cleanup bond.*

- (a) *Amount.* At the time of obtaining a building permit, the applicant will place with the city a good and sufficient bank check, or cash money, at the option of the city clerk, in the amount of three (3) per cent of the cost of construction or alteration, provided however that said bank check or cash money will not exceed five hundred dollars (\$500.00) for the construction or alteration of a single-family or duplex dwelling, one thousand dollars (\$1,000.00) for the construction or alteration of up to and including nine (9) units, and two thousand dollars (\$2,000.00) for the construction or alteration of a multifamily dwelling over nine (9) units, said bond to insure that such person will clean up and carry away all materials, trash and debris left or placed on the premises for which the permit is issued, or permitted on any premises adjoining thereto, as a result of said construction or alteration.
 - (b) *Cleanup bond refund.* After the cleanup and removal of all of said material, trash and debris has been performed to the satisfaction of the building official and the final inspection has been completed, written approval of the same will be given by the building official to the city clerk, said bank check or cash money will be refunded to the person placing it with the city. In the event that any such person fails to clean up and carry away all of said materials, trash and debris within fifteen (15) days after completion of work provided for on the permit, the bond will be forfeited to and the aforesaid bank check or cash money will become the sole property of the city and will be used by the city to clean up the property. Provided, however, that the bond or deposit required hereby shall not be considered as liquidated damages, and the city reserves the right to proceed against the permittee for any costs incurred by the city in excess of said bond or deposit.
- (9) *Permit display.* The building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Said permit shall be clearly visible from the street. Said permit shall be encased in plastic and affixed to a display board which shall be on a separate post on the property or affixed to the temporary power pole, or to an existing building. The building official shall use this display board as the location for the signed inspection slips and other information for the builder.
- (10) *Transfer of permits.* A building permit may be transferred only after written permission therefore has first been secured from the building official. No such transfer shall be permitted unless the new owner or builder would have been qualified to receive the permit initially. There shall be no transfer to relatives except in the case of the death of the initial applicant; however, if the applicant is survived by a spouse, then that spouse shall automatically have the rights of the applicant. Said new owner or builder shall succeed only to such rights and such duties as were applicable to the previous owner or builder prior to transfer. No fees shall be charged for any such transfer.
- (11) *Refund of permit fee.*
- (a) *Permit never granted:* In the event that a building permit application has been filed and a building permit fee paid as provided herein and due to irregularities, incompleteness, or noncompliance with the Code of Ordinances, a permit cannot be granted within ninety (90) days, the fee less a handling charge of ten (10) per cent or one hundred dollars (\$100.00), whichever is greater, and the building plans shall be returned to the property owner.
 - (b) *Permit granted:* In the event the building permit is granted and within ninety (90) days from the date of issuance of said building permit the owner requests the cancellation of said permit, fifty (50) per cent of the permit fee shall be returned to the owner if construction thus permitted has not started. If said

request for cancellation shall be made after construction has started or after expiration of the ninety-day period, no refund shall be made. If a second application is made on the same property, the rules and regulations in existence at the time of the new application shall apply.

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

- (a) *Failure to begin work.* Completed foundation and/or pilings for the structure for which the permit was issued must be in place within the time provided in the Florida Building Code. An appeal can be made to the city commission for one (1), ninety-day extension prior to expiration of the initial period. If an extension is not requested or granted, the permit becomes null and void. If a permit becomes null and void pursuant to this subsection, a new permit must be obtained before construction is started, and new fees must be paid therefor.
- (b) *Discontinuance of work.* If work on new construction under a permit issued in accordance with this chapter is discontinued and builder does not request an inspection to show proof of continued construction for a period of one hundred eighty (180) days without the consent of the city commission, the permit shall be null and void.
- (c) *Restoration of property.* If a permit becomes null and void for either failure to begin the new construction work or discontinuance of the work, it shall be the duty of the permittee and the property owner to restore the property to its condition prior to the issuance of the permit.
- (d) *Deadline for completing new construction.* Unless otherwise specified by the city commission, every building or structure on which new construction is started must be completed within fifteen (15) months from the date of the start of construction, and any building or structure which is not completed within said fifteen (15) months shall be considered in violation of this article and the owner thereof shall be subject to penalties for violation of this article; provided, however, that the city commission may grant extensions not to exceed one (1) year in the aggregate for the completion of said construction. Said extension shall not be considered unless requested by the property owner or owner's agent prior to thirty (30) days of the date of expiration of the permit, unless the applicant shows good cause to the commission that he was unable to present his request for an extension prior to thirty (30) days of the date of expiration of the permit. Unless otherwise directed by the city commission, the monthly fee payable in advance for the extension shall be ten (10) per cent of the original building fees including impact fees and sewer connection fees for issuance of the permit. After the extension has expired, the permit shall be null and void.
- (e) *Continuation of construction permit.* When a permit becomes null and void because of permit expiration, and the property owner has not requested an extension, the property owner must then apply to the building department for a continuation permit to complete the construction. The monthly fee payable in advance for the continuation permit shall be fifteen (15) per cent of the original building fees including impact fees and sewer connection fees applicable when the original building permit was issued. The time frame for the continuation permit shall be the decision of the city commission and the property owner.

Sec. 6-8. Remodeling: required performance and permit expiration.

Remodeling or other alteration work under a permit issued in accordance with this chapter shall not be discontinued for more than thirty (30) days. Evidence of this shall be: (i) failure of the builder to request an inspection within thirty (30) days of the last inspection; or (ii) building official field inspection determination that no significant work has been performed during this period. Such discontinuance shall result in an indefinite extension of the permit coupled with a three dollar (\$3.00) daily fee until the work is completed and the required inspections called for resulting in approval of the work.

Sec. 6-9. Inspections.

- (a) *In general.* The building official shall establish a schedule of building inspections and approvals shall be granted in accordance with the schedule during the course of construction or alteration. The builder shall notify the building official when work is ready for inspection, and allow one (1) full working day for completion of the inspection. In the event that the builder does not notify the building official of a required inspection, the building official may at his option require a letter of compliance from the applicant's engineer, or he may

require the builder to tear down or demolish the work done since the preceding completed inspection. The permittee may appeal this decision to the city commission within ten (10) working days. In any case, the building official shall inspect all permitted work at least once every thirty (30) days.

(b) *Requests for inspections.*

- (1) Requests for inspections are to be made only by the builder, or by the plumbing, electrical, mechanical or roofing subcontractor.
- (2) Requests for inspections are made to the building official who will obtain the following:
 - Date when ready for inspection.
 - The address and legal description.
 - Name of party calling.
 - Type of inspection requested.

(c) *Stop orders.* In the event that the building official shall become aware that any construction or alteration is in violation of this chapter or any other pertinent ordinance, rule or regulation, a stop order may be issued for such construction or alteration. Said stop order shall be of such form and substance as shall be provided by the building official. Said stop order shall be posted on the site of said construction or alteration and all building activity thereon shall cease and shall remain in cessation until said stop order has been withdrawn by the building official.

Sec. 6-10. - Working days.

Construction activity can occur only during the following time periods:

- (1) *Working days.* Working days are Monday, Tuesday, Wednesday, Thursday, Friday and Saturday except when any such day shall be a holiday.
- (2) *Working hours.* Working hours are from 7:30 a.m. until 6:00 p.m. on working days.
- (3) *Holidays.* For the purposes of this section, holidays are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Any other special holiday may be granted at the discretion of the city commission.
- (4) *Applicability.* The above restrictions apply only to work performed which requires a building permit.

Sec. 6-11. Certificate of occupancy.

(a) *Documents.* Before a certificate of occupancy is issued, the building official must receive:

- (1) A written certification with seal impression by a registered land surveyor or professional engineer of the actual elevation, in relation to mean sea level or NGVD, of the applicable floor structure as specified in article VIII of the land development code; this certification should be obtained prior to the "pour" of said floor. The building official shall ascertain that the applicable elevation meets city requirements.
- (2) A written certification by the contractor or owner that the building has been constructed according to the approved plans.

(b) *Permit and use conformance.* It shall be the duty of the building official to issue a certificate of occupancy after a final inspection at which it has been determined that the building has been constructed in accordance with the provisions of the building permit and provided that such building is designed, arranged, intended and authorized (zoning) for the specified use. This also includes satisfactory completion of the certificate of occupancy check list. In no event shall any building be occupied or used until a certificate of occupancy is issued by the building official.

(c) *Change of use.* Whenever the principal use, as classified ~~under chapter 4 of the standard building code in the~~ Florida Building Code, of an existing structure or parcel is to be changed, the owner, agent, lessee or intended

occupant thereof shall apply to the building official for a certificate of occupancy stating that the new use is an approved use within the zoning district in which the structure or parcel is located. The building official shall issue a certificate of occupancy only when the new use conforms to the requirements set forth in the land development code including the concurrency requirements of article XI.

- (d) *Site cleanup.* A cleanup of the construction site must be performed and the requirements of the cleanup bond met before the issuance of a certificate of occupancy. See subsection 6-6(8).
- (e) *Sewer connection.* Prior to connecting to the city sewer line, the builder must give twenty-four (24) hours notice to the city as to the need for an on-job inspection for the proper tie-in with the sewer line. The building official, after inspecting the connection, will sign a tie-in certificate showing that the connection was witnessed. The tie-in certificate will be given to the builder or representative making the connection. The sewer tie-in certificate must be signed before a certificate of occupancy is issued.
- (f) *Address numbers.* The building must display correct numbers as specified in article III prior to the certificate being issued.
- (g) *Revocation of certificate of occupancy.* The building official may revoke any certificate of occupancy if a false statement is contained in the application on which the certificate was issued or if the subsequent use does not conform to the requirements of the zoning district in which the structure or parcel is located.

Sec. 6-12. - Inspection of business property.

The building official or his designee shall conduct an inspection of the premises where any business is to be conducted whenever an application is submitted in order to insure that the premises are in compliance with all applicable codes. An annual inspection may be conducted as scheduled throughout the year with an administrative fee to be paid for each inspection and reinspection. The amount of inspection fee and reinspection fee may be set by resolution of the commission.

Sec. 6-13. - Public right-of-way use permit.

- (a) *When required.* Any person, firm, corporation or other entity who has a use within the public right-of-way use which requires maintenance and repairs to be made including streets, bike paths, rights-of-way, swales, or any paved area on city property, shall be required prior to commencement of any such maintenance and repair to obtain a city public right-of-way use permit from the building official.
- (b) *Restoration by permittee.* Where any city road or right-of-way is damaged or impaired in any way because of construction, installation, inspection or repair work by any permittee pursuant to subsection (1), the permittee shall, at their own expense, promptly restore the road or right-of-way to the satisfaction of the city in regard to its original condition before such damage. If the permittee fails to make such restoration, the city is authorized to do so and charge the cost thereof against the permittee in accordance with the provisions of F.S. §§ 338.18, 338.20 and 125.42, 1981.
- (c) *Requirements of permittee.*
 - (1) *Utility notification:* All existing aerial and underground utilities must be located and the appropriate utilities notified of the proposed work.
 - (2) *Traffic and safety:* All necessary provisions shall be made for the accommodation and convenience of traffic and shall take such safety measures, including the placing and display of caution signs and signals as required by the current edition of the Florida Department of Transportation Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall further prevent obstruction or conditions which are or may become dangerous to the traveling public. The authority to temporarily close off a street or easement in its entirety rests entirely with the city administrator or police chief.
 - (3) *Police and fire:* The city police department and the concerned ambulance and fire districts shall be notified in writing before any street closing (when approved by the city commission), street opening and/or pavement excavation.

- (4) Hydrants: Fire hydrants and fire wells shall be left accessible at all times.
- (5) Inspection: All repairs will be made under the supervision of the building official; final inspection of all repairs will be made by the building official or designee thereof.
- (6) Utility sewer disruption: Existing utility service shall not be disrupted without specific authority of the concerned utility and public notification, by newspaper or the airways, that the disruption will occur. Repairs determined to be of an emergency nature are not subject to the notification procedure.
- (7) Pollution control: The flow of stormwater within drainage facilities will remain unimpeded. Adequate measures will be taken to prevent pollution of water in the area from runoff, and pollution of the air from dust, during the course of construction and restoration.
- (8) Property restoration: Any property (public or private) which is used or affected by a permitted project will be maintained and preserved from damage to the maximum extent feasible during the operation and restored to its original condition upon completion or cessation of work.

Sec. 6-14. - Appeal of building official's decision.

Any person aggrieved by a decision of the building official in the enforcement of this chapter may appeal in writing to the city commission. Any such appeal must be filed in writing with the city clerk together with the fee established in the fee schedule. Any such appeal must be filed within thirty (30) days after the act or decision upon which the appeal is made and must specify the grounds thereof.

Sec. 6-15. - Penalties and fines.

See section 1-1 of the Code of Ordinances for the provisions covering penalties, fines and liens relative to enforcement of this chapter as administered by the code enforcement board.

Sec. 6-16. - Contractor liability.

Any contractor or subcontractor who performs work on a residence which exceeds the scope of a building permit, or without benefit of a building permit, in a manner which creates a habitable floor ~~below base flood elevation or converts nonhabitable~~, or converts parking, storage or building access space to a habitable floor below the lowest floor elevation required by the Florida Building Code ~~base flood elevation~~ or causes a violation of the density requirements for the district or location shall be subject to the enforcement procedures of the code enforcement board. The code enforcement board, upon finding a contractor or subcontractor in violation of this section, shall have the power to revoke or suspend the privilege of the contractor or subcontractor, or both, to perform work in the City of Key Colony Beach for an appropriate period of time within the discretion of the board. This section shall be considered to supplement and not to abridge any remedies against the owner of the property as provided elsewhere in the Code.

Sec. 6-17. - Private improvements on city rights-of-way.

Any construction of driveways or other private improvements within city rights-of-way by a property owner:

- (1) Shall be located in the city right-of-way that is in front of, and in the case of corner lots, also on the side of, that owner's property.
- (2) Shall be at the sole expense of that property owner.
- (3) Shall only be undertaken pursuant to a building permit.
- (4) Shall be maintained by that property owner.
- (5) Shall be restored at the sole expense of that property owner if damaged or destroyed, pursuant to repair or construction on roads, walking paths, sewers, phone lines and cables or other utilities.

Right-of-way is hereby defined as land which the City of Key Colony Beach owns or has been dedicated in the plat for public use, or has an easement devoted to or required for use as a transportation facility or public utilities.

It includes, but is not limited to, the public streets and land between the public street and the front lot line of the adjacent platted lot.

Said rights-of-way shall remain city property after permitted improvements are built upon them.

The city reserves the right to remove improvements within the rights-of-way if the city determines it to be necessary.

At the time of issuance of a permit for construction across the city rights-of-way, permittee shall sign an acknowledgment of this section to remain in the building file.

Sec. 6-18. - Certificate of competency required.

- (a) Any person, firm or corporation shall be subject to the provisions and penalties of this chapter if they do not possess a current certificate of competency and they:
 - (1) Advertise in any newspaper, airwave transmission, phone directory or other advertising media; or
 - (2) Issue any card advertising, or device indicating to the public that they are a contractor, or are qualified to engage in the business as a contractor; or
 - (3) Hold themselves out as a contractor as plaintiff or defendant in any court of this state.

A certified copy of such court record or a copy of such newspaper, telephone directory, or other advertising making such assertion shall be prima facie evidence in court, or in any other proceeding authorized by this chapter, that the person purports to have the capacity to act as a contractor.

- (b) Contractors conducting their contracting business with the City of Key Colony Beach shall identify all vehicles used in the furtherance of their business by use in the transporting of materials, equipment or employees to a job site, by placing on the sides thereof identification of the contractor by name and their certificate number, in a size no less than three (3) inches.

Exceptions:

Those vehicles rented or leased by a contractor from a commercial vehicle rental agency for a period of less than one (1) month and such vehicles are plainly marked with the name of the lessor in a size which is easily readable.

A vehicle owned by an employee which vehicle is only used for private transportation or in carrying employees' personal tools and personal equipment necessary to fulfill their job tasks.

Sec. 6-19. - Sheds.

- (a) A manufactured shed may be placed on a property without a building permit provided that the following requirements are met:
 - (1) Maximum of two (2) per dwelling unit.
 - (2) Maximum size for each manufactured shed is one hundred thirty (130) cubic feet.
 - (3) No encroachment into the setbacks is created by the placement of the shed.
 - (4) The shed must be securely anchored to the wall of the dwelling unit.
- (b) Administrative variances for manufactured and constructed sheds in the side setback. The building official, with the concurrence of the mayor, shall grant an administrative side setback variance for a shed if the following conditions are met:
 - (1) Applicant submits an application form accompanied by a signed consent from the property owner adjacent to the requested variance. Application is to be filed with the city clerk along with the required fee.
 - (2) Creating the administrative variance leaves adequate access for fire and EMS personnel and equipment.

- (3) The shed does not create an aesthetic detriment to the neighborhood.

If the building official or mayor believes that all of these conditions have not been met, the variance application may proceed only if the applicant follows the requirements of land development regulations section 101-171, "Variances".

No administrative setback variance for a shed shall constitute precedent or justification for additional setback variances on the property receiving the administrative variance.

Sec. 6-20. - Signs.

- (a) With written concurrence of the city administrator and the building official, the city shall grant an administrative variance for a permit not to exceed one (1) year, upon the following conditions:
- (1) A temporary sandwich board not to exceed two feet by four feet (2 x 4 ft.) shall be placed in B-1, RH zoning districts only.
 - (2) A banner sign not to exceed thirty (30) square feet may be placed in B-1, RH and R3 zoning districts only.
 - (3) Sign shall be professionally manufactured and inspected by the city administrator and the building official prior to placement.
 - (4) Creating the administrative variance leaves adequate access for fire and EMS personnel and equipment.
 - (5) Fees for the administrative variance for one (1) year are: sandwich board style shall be seventy-five dollars (\$75.00) and banner style one hundred fifty dollars (\$150.00).
 - (6) Although an applicant shall be allowed to apply for an annual renewal of the administrative variance the city shall retain the right to amend its criteria and disapprove renewals.
 - (7) Signs placed pursuant to the administrative variance shall not be considered grandfathered in the event of a change of criteria or the repeal of the ordinance. If the applicant is a lessee the application form shall be accompanied by a signed consent from the property owner. Applications shall be filed with the city clerk along with the required fee.
 - (8) Only one (1) administrative sign variance may be granted for a business.
- (b) If the building official or mayor believes that all of these conditions have not been met, the variance application may proceed only if the applicant follows the requirements of land development regulations section 101-171, Variances.

Sec. 6-21. - Silt fence required.

- (a) A silt fence is a temporary sediment control device to protect water quality from sediment (loose soil) in stormwater runoff.
- (b) No demolition of existing structures or construction of new structures shall commence until such time as a silt fence is installed in a manner to prevent erosion and/or the migration of silt, fill or other matter into the adjacent waterway or onto the adjacent lot(s). Building permits issued by the city shall contain this requirement in conspicuous print.
- (c) The silt fence shall be removed only upon the construction project passing the final inspection or such earlier time that written consent is issued by the building official.

Secs. 6-22—6-24. - Reserved.

Sec. 6-25. - Amendments to the Florida Building Code, ~~Building~~.

(1) Required certification forms.

(a) The City of Key Colony Beach V-Zone Certification shall be submitted for buildings in Coastal High Hazard Areas and Coastal A Zones.

(b) Where elevations of buildings in flood hazard areas are specified in applications, and where certification of the elevation of buildings in flood hazard areas is required, the FEMA Elevation Certificate shall be submitted.

(c) Where certifications of the design of dry floodproofed nonresidential buildings in flood hazard areas is required and where certification of the elevation of dry floodproofing is required, the FEMA Dry Floodproofing Certificate for Nonresidential Structures shall be submitted.

(2) Nonconversion agreements. Applications for buildings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), as defined in the Land Development Regulations, Article II. The agreements shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

(3) Enclosures below required elevations for dwellings in flood hazard areas. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

(a) The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.

(b) Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations.

(c) Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

~~107.3.5 Minimum plan review criteria for buildings.~~

~~Commercial Buildings: Building~~

~~8. Structural requirements shall include:~~

~~Flood requirements in accordance with Section 1612, including lowest floor elevations, the City of Key Colony Beach VE Zone Certification form, FEMA's Floodproofing Certification form (FEMA Form 086-0-34), enclosures, declaration of land restriction (nonconversion agreement), flood damage resistant materials.~~

~~Residential (one and two family):~~

~~6. Structural requirements shall include:~~

~~Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, the City of Key Colony Beach VE Zone Certification form, declaration of land restriction (nonconversion agreement), equipment, and flood damage resistant materials.~~

~~110.3 Required inspections.~~

~~Building [partial shown]~~

~~1. Foundation inspection.~~

~~1.1. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the FEMA Elevation Certificate (FEMA Form 086-0-33) shall be submitted to the authority having jurisdiction.~~

5. ~~Final inspection.~~

5.1. In flood hazard areas, as part of the final inspection, final FEMA Elevation Certificate (FEMA Form 086-0-33) of the lowest floor elevation shall be submitted to the authority having jurisdiction.

SUBSTANTIAL DAMAGE. ~~Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

SUBSTANTIAL IMPROVEMENT. ~~Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a 1-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to November 22, 2011. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

Sec. 6-26. - Reserved. Amendments to the Florida Building Code, Existing Building.

SUBSTANTIAL DAMAGE. ~~Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.~~

SUBSTANTIAL IMPROVEMENT. ~~Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a 1-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to November 22, 2011. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:~~

- ~~3. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.~~
- ~~4. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.~~

Sec. 6-27. - Reserved. Amendments to the Florida Building Code, Residential.

Modify Sec. R322 as follows:

R322.2.2 Enclosed area below design flood elevation. Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing

walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

Remainder unchanged

R322.3.4 Walls below design flood elevation. Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. ~~Electrical, mechanical and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and~~
2. ~~Are constructed with insect screening or open lattice; or~~
3. ~~Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a resistance of not less than 10 (479 Pa) and not more than 20 pounds per square foot (958 Pa) as determined using allowable stress design; or~~
4. ~~Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), as determined using allowable stress design, the construction documents shall include documentation prepared and sealed by a registered design professional that:~~
 - 4.1. ~~The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the base flood.~~
 - 4.2. ~~The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on structural and nonstructural building components. Water loading values used shall be those associated with the design flood. Wind loading values shall be those required by this code.~~
5. ~~Walls intended to break away under flood loads as specified in Items 3 or 4 have flood openings that meet the criteria in Section R322.2.2, Item 2.~~

R322.3.5 Enclosed areas below the design flood elevation. Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be temperature controlled or partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

R322.3.6 Construction documents. The construction documents shall include the City of Key Colony Beach V-Zone Certification form that is prepared and sealed by a registered design professional that the design and methods of construction to be used meet the applicable criteria of this section.

Secs. 6-28, 6-29. - Reserved.

ORDINANCE NO. 2026-517

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING ARTICLE X. (SIGNS) OF THE LAND DEVELOPMENT REGULATIONS RELATED TO GOVERNMENT SIGNS IN ZONING DISTRICTS PUBLIC BUILDINGS AND GROUNDS (PB) AND PUBLIC RECREATION (PR); SPECIFICALLY AMENDING SECTION 101-130 (PURPOSE AND DEFINITIONS) TO PROVIDE FOR A NEW DEFINITION OF GOVERNMENT SIGNS, AMENDING SECTION 101-131 (PROHIBITED SIGNS) TO REMOVE PROHIBITIONS ON GOVERNMENT SIGNS, AND AMENDING SECTION 101-133 TO EXEMPT GOVERNMENT SIGNS IN ZONING DISTRICTS PUBLIC BUILDINGS AND GROUNDS (PB) AND PUBLIC RECREATION (PR); PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION IN THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) determined the need to amend the Land Development Regulations as relating to government signs within zoning districts PB and PR; and

WHEREAS, the City Commission desires to specifically amend Article X, Sections 101-130, 101-131, and 101-133 of the City’s Land Development Regulations in order to define and regulate government signs within zoning districts PB and PR; and

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

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

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals

The above recitals are true and correct, and incorporated herein.

Section 2: Amending Section 101-130 of the Land Development Regulations

Section 101-130 (Purpose and definitions.) of Article X. (Signs) of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

Sec. 101-130. – Purpose and definitions.

Flag: A piece of light-weight, flexible material such as cloth or plastic with one (1) side attached to a pole and the other end flying freely.

Government sign: A temporary or permanent sign erected by or on the order of: (1) the City; (2) an authorized City public official; or (3) a quasi-public entity at the federal, state or local government level in the performance of any duty.

Ground or monument sign: Any freestanding solid monument structure containing a sign face which is supported solely by its own ground-mounted base and which is not attached or affixed in any way to a building or other structure.

Section 2: Amending Section 101-131 of the Land Development Regulations

Section 101-131 (Prohibited signs.) of Article X. (Signs) of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

Sec. 101-131. – Prohibited signs.

Excluding government signs in zoning districts PB and PR, the The following signs are prohibited anywhere in the city:

(1) Abandoned signs.

Section 3: Amending Section 101-133 of the Land Development Regulations

Section 101-133 (Public interest or exempt signs.) of Article X. (Signs) of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

(8) Memorial signs including but not limited to names of buildings or individuals when made of bronze or other durable materials or when cut into any masonry surface provided the signs do not exceed four (4) square feet per sign face.

(9) Government signs with commission approval in zoning districts PB and PR are expressly exempt from the requirements of Article X.

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Land Development Regulations

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

Section 6: Effective Date

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

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FIRST READING by the City of Key Colony Beach, Florida, City Commission this 22nd day of October, 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, Florida, City Commission on this 19th day of November, 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 19th day of November, 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 NO. 2026-518

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING ARTICLE II. (DEFINITIONS) AND ARTICLE IV. (SUPPLEMENTAL REGULATIONS) OF THE LAND DEVELOPMENT REGULATIONS RELATED TO GOVERNMENT PROPERTY ADORNMENTS IN ZONING DISTRICTS PUBLIC BUILDINGS AND GROUNDS (PB) AND PUBLIC RECREATION (PR); SPECIFICALLY AMENDING SECTION 101-8 (DEFINITIONS) OF THE LAND DEVELOPMENT REGULATIONS TO PROVIDE FOR A NEW DEFINITION OF GOVERNMENT PROPERTY ADORNMENT, AND AMENDING SECTION 101-26 (ACCESSORY STRUCTURES AND USES) TO ESTABLISH REGULATIONS RELATED TO GOVERNMENT PROPERTY ADORNMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION IN THE LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission of the City of Key Colony Beach, Florida (the “City Commission”) determined the need to amend the Land Development Regulations as relating to governmental property adornments on property within zoning districts PB and PR; and

WHEREAS, the City Commission desires to specifically amend Article II, Section 101-8, and Article IV, Section 101-26 of the City’s Land Development Regulations in order to define and regulate governmental property adornments within zoning districts PB and PR; and

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

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

~~Strikethrough~~ = deletion

Bold underline = addition

Section 1: Recitals

The above recitals are true and correct, and incorporated herein.

Section 2: Amending Section 101-8 of the Land Development Regulations

Section 101-8 (Definitions.) of Article II. (Definitions) of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

Sec. 101-8. – Definitions.

Gasoline station: Any place that is designed or used for the retail sale and direct delivery to motor vehicles of fuels, lubricating oil, air, water and other operating commodities but not facilities for the installation of such commodities but not including the performance of any auto body work, welding, painting or other than emergency repairs on any motor vehicle.

Government property adornment: Any statuary, fountain, bird bath, planter or similar item that is placed by the City, or with its approval, as a permanent adornment in zoning districts PB Public Buildings and Grounds and PR Public Recreation.

Group home: A dwelling unit licensed to serve clients of the Department of Health and Rehabilitative Services which provides a living environment for 6 or less unrelated residents who operate as the functional equivalent of a family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of residents. The clients are limited to: children (including foster children), the aged, physically disabled, handicapped, developmentally disabled and mentally ill who do not constitute a direct threat to the health, property and safety of the neighborhood. State statutory requirements must be met, including 1,000 foot (or more) spacing between such homes.

Yard adornments: Any statuary, fountain, bird bath, planter or similar item that is placed in any yard as a permanent adornment. **The term “yard adornment” expressly excludes government property adornments.** (See article IV, Supplemental Regulations, section 101-26(10) for yard adornment regulations.)

Section 2: Amending Section 101-26 of the Land Development Regulations

Section 101-26 (Accessory structures and uses.) of Article IV. (Supplemental Regulations) of the Land Development Regulations of the City of Key Colony Beach, Florida, is hereby amended as follows:

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

(13) *Yard adornments.* Yard adornments are permitted in any front or rear yard area, but no yard adornment shall be permitted in any side setback. Yard adornments cannot be more than 48

inches high and not more than 9 square feet at the base. No more than 2 yard adornments are permitted in any front or rear yard area of a lot.

(14) Government property adornments. Government property adornments are permitted as of right in zoning districts PB and PR, and shall not be governed by any limitations including but not limited to location, height and base dimensions, materials, or quantity.

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 Land Development Regulations

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

Section 5: Effective Date

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

-/Remainder of Page Left Intentionally Blank/-

FIRST READING by the City of Key Colony Beach, Florida, City Commission this 22nd day of October 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, Florida, City Commission on this 22nd day of November 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 22nd day of November 2026.

Freddie Foster
Mayor

Silvia Roussin, City Clerk

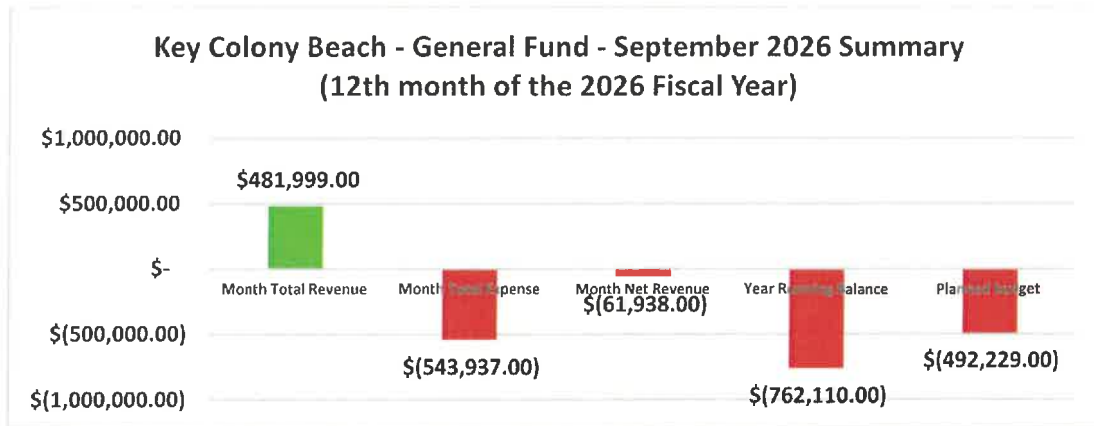
Approved as to form and legal sufficiency:

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

City of Key Colony Beach Treasurer's Report – October 22, 2026

September 30, 2026, financial summary – General Fund

- ✓ 12th Month of the 2026 fiscal year budget, Monthly Plot below:



End of year running balance includes transfer of \$65,000 from the Building fund to the General Fund

Revenue Comments:

- Total revenue exceeded budget by 1.0 %

Expenses Comments:

- Total expenses exceeded budget by 6 %
- Areas over budget at year end:
 - Legislative
 - Financial and Administration
 - City Hall (Insurance)
 - Parks & Recreation

Building Fund:

- End of year in good shape, with transfer of \$65,000 to general fund, EOY balance at \$90,504.00

Grant Status:

- Pickleball shade grant reimbursement received for the amount of \$139,300 and Pickleball Club donation received in September Financials for \$18,300.
- Fishing pier TDC reimbursement received for \$19,600 on 05Oc26, which will be included in the Oct 2026 financials

Infrastructure Fund:

- End of year revenue exceeded budget from the state tax and interest by 3.6%
- End of year expenses were below budget by 33% due to lower City Hall Building Expenses, and the timing of received bills vs. planned expenses.

City of Key Colony Beach Treasurer's Report – October 22, 2026

September 30, 2026, financial summary – Wastewater/Stormwater

- ✓ 12th month of the 2026 Fiscal Year, Wastewater Monthly plot below:



Revenue Status:

- End of year revenue exceeded budget by 5.6%.

Expenses Status:

- End of year expenses exceeded budget by 27%
- Expenses over budget - driven by:
 - Sludge hauling
 - Plant maintenance and Repairs
 - Capital - Plant

Stormwater:

Checking/Savings balance \$246,045.41

Grants:

- Submitted final bill for Shelter Bay work for reimbursement, \$262,862.30
- West Ocean Drive project reimbursement funds received for \$41,240

City of Key Colony Beach Treasurer's Report – October 22, 2026

2026/2027 Budget Potential edits

General Budget:

- Marathon Fire/EMS change
 - Approved in the 2027 Key Colony Beach Budget \$1,157,153.00 (provided on 27Au26)
 - Change to \$1,283,102.00, an increase of \$125,949.00
 - Have we received the official approved resolution from Marathon?
 - Once received we will need to update our budget and decide how we will cover this new amount, by either budget reductions, fee increases, or a combination of both.
 - I would not recommend further use of reserves