

# **AGENDA**

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

Wednesday, June 11<sup>th</sup>, 2025 – 9:35 AM or at the conclusion of the Public Hearing  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

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

- 1. Call to Order, 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 – Marathon Fire Chief James Muro – Pgs. 1-3**
  - b. Police Department – Chief DiGiovanni – Pgs. 4-16**
  - c. City Administrator’s Report – John Bartus – Pgs. 17-29**
  - d. Building/Code Department – Building Official Loreno – Pgs. 30-31**
  - e. Public Works – Public Works Department Head Guarino – Pgs. 32-33**
  - f. City Hall – City Clerk Roussin – Pgs. 34-36**
  - g. Beautification Committee – Sandra Bachman**
  - h. Planning & Zoning Board – George Lancaster**
  - i. Recreation Committee – Cindy Catto**
  - j. Utility Board – 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 Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
  - a. City Commission Special Hearing Minutes 04-01-2025 – Pgs. 37-40**
  - b. City Commission Special Meeting Minutes 04-14-2025 – Pgs. 41-42**
  - c. City Commission Townhall Meeting Minutes 04-14-2025 – Pgs. 43-46**
  - d. City Commission Special Meeting Minutes 05-05-2025 – Pgs. 47-48**
  - e. City Commission Public Hearing Minutes 05-15-2025 – Pgs. 49-50**
  - f. City Commission Regular Meeting Minutes 05-15-2025 – Pgs. 51-58**
  - g. Approval of the FY25/26 Budget Calendar – Pg. 59**
  - h. Approval of the Annual Service Agreement with Iguana Control – Pgs. 60-90**
  - i. Approval of a Building Permit Extension for the property located at 130 8<sup>th</sup> Street – Pgs. 91-93**
  - j. Approval of Warrant No. 0525 for \$774,487.33 – Pg. 94**

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

## **7. Discussion Action Items**

- a.** Discussion and approval of a recommendation to award the bid and contract for the 7th Street and Shelter Bay Drive Drainage Improvements, Phase 1. – **Pgs. 95-96**
- b.** Discussion/Approval for the paving of the 7th Street Park parking lot.
  - 1. Quote A: Affordable Asphalt \$24,440.00 – **Pg. 97**
  - 2. Quote B: Big D Paving Co Inc. \$59,680.00 – **Pgs. 98-99**

## **8. Ordinances & Resolutions**

- a. FIRST READING OF ORDINANCE NO. 2025-499:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Fifteen Of The Code Of Ordinances, Entitled Stormwater Utility System; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date. – **Pgs. 100-103**
- b. FIRST READING OF ORDINANCE NO. 2025-500:** 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. – **Pgs. 104-106**
- c. FIRST READING OF ORDINANCE NO. 2025-501:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending Code Of Ordinance Article Vi – Finance, Section 2-75 To Increase The Competitive Bidding Threshold To Align With Florida Statute; Repealing Conflicting Ordinances; Providing For Severability; And Providing For An Effective Date. – **Pgs. 107-109**

## **9. Secretary-Treasurer's Report**

- a.** April 2025 Financial Summary – **Pgs. 110-111**

## **10. City Attorney's Report**

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

- a.** Commissioner Tom Harding
  - 1. Wastewater Sampling Summary Report of June 9<sup>th</sup>, 2025 **\*\*TBA\*\***
  - 2. South Florida Water Management Resiliency Update **\*\*TBA\*\***
  - 3. Monroe County Local Mitigation Workgroup Update **\*\*TBA\*\***
- b.** Commissioner Doug Colonell
- c.** Commissioner Tom DiFransico
- d.** Vice-Mayor Joey Raspe
- e.** Mayor Freddie Foster

## **12. Citizen Comments**

## **13. Adjournment**

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

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/84764229201?pwd=7APKahL0ebcJFTjIjWDOi5hw5PNS5L.1>

Passcode:337957

Phone one-tap:

+13052241968,,84764229201#,,, \*337957# US  
+19292056099,,84764229201#,,, \*337957# US (New York)

Join via audio:

+1 305 224 1968 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 646 931 3860 US  
+1 669 900 6833 US (San Jose)  
+1 689 278 1000 US  
+1 719 359 4580 US  
+1 253 205 0468 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
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Webinar ID: 847 6422 9201

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## CITY OF MARATHON FIRE RESCUE

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

### Memorandum

**Date:** 6/4/2025  
**To:** Honorable Mayor and City Council members  
**From:** James E. Muro, Fire Chief  
**Through:** George Garrett, City Manager  
**Subject:** May Month End Report

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<b>ALARM RESPONSES</b>	<b>May</b>
Fire Incidents	2
Hazardous Condition	2
Public Service	13
False Alarm Fire	14
Good Intent Call	18
EMS	115
Inter-facility Transfers	54
Total for Month:	218
Total Calls for Calendar 2025:	1133

<b>KCB BREAKOUT REPORT</b>	<b>May</b>
Fire Incidents	0
Hazardous Condition	0
Public Service	0
False Alarm Fire	2
Good Intent Call	4
EMS	7
Total for Month:	13
Total Calls for Calendar 2025:	68

<b><u>FIRE PREVENTION</u></b>	<b>May</b>
Fire Inspections	11
Fire Safety Plan Review	22
Vacation Rental Inspections	123
Occupational or Annual License Inspections	5
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

<b><u>VACATION RENTALS</u></b>	<b>May</b>
Total Applications Processed	102
Vacation Rental Inspections	123
Total VR Fees Collected	\$101,000.00
Agent/Local Contacts Trained	25
Total VR Licenses Issued	101

### **OPERATIONS**

- **Fire Officer Training -**
- **EMS / Fire Training –**
- **City Partners-**
- **Combined Training-**
- **Community Outreach/ Recognition in May.**

### **BENEVOLENT FIREFIGHTER SERVICES**

The Marathon Fire Rescue Benevolent Association is organizing a Wahoo Fishing Tournament scheduled for November 8, 2025, with the ambitious goal of raising \$100,000 to fund a fire pump for the department's new fire boat. The events held at Waterfront Park include a captain's meeting, and awards ceremony, with weigh-in at station 14 for visibility.

The project already has strong momentum, including a \$20,000 reimbursable grant from the Tourism Development Council, which will fund marketing efforts and tournament promotion. The team is actively working on essential logistics, finalizing artwork for promotional materials, and building excitement through the community.

### **ACTIVITIES ATTENDED IN MAY:**

Driver Engineer Promotional Exams

Lieutenant Promotional Exams

Leadership Monroe Vehicle Extraction Demonstration

MHS Baseball  
STEMI-ACS/STROKE

**Key Colony Beach Police Department  
June 11, 2025, City Commission Meeting  
Chief Kris DiGiovanni**

**Since the last City Commission Meeting on May 15, 2025, the Key Colony Beach Police Department has completed the following:**

**REPORTS**

- 1. 5/19/2025 - Report Number KCBP25OFF000016 - 7<sup>th</sup> Street  
Neighbor Problem  
Result: Ongoing Investigation**
- 2. 5/29/2025 - Report Number KCBP25OFF000017 - East Ocean Drive (EOD)  
Residential Burglary  
Result: Ongoing Investigation**

**MEDICAL/ALARM CALLS**

**Total Calls: 6**

**CALLS FOR SERVICE**

**Total Calls: 27**

5/15/2025-Suspicious Activity-Mobil-Subject walking around with a Spear Gun. The subject was waiting for the bus. The spear gun was not loaded.

5/18/2025-Assist Citizen-600 West Ocean Drive, (WOD)-Questions for the officer.

5/18/2025-Suspicious Vehicle-1<sup>st</sup> Street-Reporting person saw a car through the cameras in their driveway. The vehicle was gone on arrival (of the officer – GOA).

5/23/2025-Marine Resource Check-Sadowski Causeway Bridge- A check on subjects fishing near the bridge. There were no violations observed.

5/24/2025-Found Property-Sadowski Causeway – A wallet was found on the exercise path. The wallet owner was located, and the wallet was returned.

5/24/2025-Traffic Offense-8<sup>th</sup> Street-A vehicle was illegally parked. A warning was issued.

5/24/2025-Suspicious Vehicle-4<sup>th</sup> Street – A vehicle was parked in the driveway. The reporting party was not home. It was seen via camera. The reporting party called back to cancel, the car was allowed to be at that location.

5/25/2025-Follow-Up-Phone Call- A subject was looking for their lost driver's license.

5/25/2025-Traffic Offense-8<sup>th</sup> Street-A vehicle was illegally parked. A warning was issued.

5/25/2025-Suspicious Vehicle-East Ocean Drive (EOD) – A vehicle in the area did not belong, the subject was trespassing. The subject left upon request from the officer.

5/26/2025-Traffic Offense-13<sup>th</sup> Street- A boat trailer was parked in the roadway- A warning was issued.

5/25/2025-Marine Resource Check-Sadowski Causeway Bridge-The officer checked on subjects fishing near the bridge. A license violation was discovered. \_ A written warning was issued.

5/26/2025-Marine Resource Check-11587 O/S Hwy-No violations were observed.

5/28/2025-Marine Resource Check-Sunset Park Pier - Negative Violations.

5/29/2025-Traffic Offense-7<sup>th</sup> Street-A vehicle was parked at the golf course with doors open. A warning was issued.



5/29/2025-Missing Adult Reported- 11th Street – The adult was not missing, he just went for a walk without his phone.

6/01/2025-Assist Citizen-600 West Ocean Drive (WOD)-A subject had questions for the officer.

6/01/2025-Disturbance-West Ocean Drive (WOD) – A report of a disturbance in the garage area. No one was discovered on the property.

6/02/2025-Trespassing at a Business-1133 West Ocean Drive (WOD) – There were subjects on the jetty refusing to leave. The subjects left without incident upon the request of the officer.

6/02/2025-Line Down-3<sup>rd</sup> Street-A landscaper hit a cable line. The homeowner disconnected the cable line and secured it.

6/02/2025-Assist Citizen - Circle K-A dog locked its owner out of the vehicle. Assistance was rendered. The dog was fine, the car was running, and the AC was on.

6/02/2025-Suspicious Vehicle-Sunset Park- A vehicle was at the park after park hours. A warning was issued.

6/02/2025-Marine Resource Check-Sadowski Causeway Bridge-No fishing license. A written warning was issued. A license was obtained.

6/02/2025-Flagdown-8<sup>th</sup> Street-Possible issue at wastewater facility. US Water notified and responded.

6/02/2025-Resource Check-Sunset Park-In Park after hours. Warning issued.

6/04/2025 – Trespassing to a residence – 15<sup>th</sup> Circle – Owner reported boaters behind their home trespassing. The boat was gone upon the officer's arrival.

6/04/2025 – Suspicious Activity – A report of a flashing light at a vacant property. The officer discovered that the light was a malfunctioning light fixture. The owner was contacted. Negative on suspicious activity.

### **SPECIALTY UNIT PATROL**

#### **Sgt. Burden**

##### **Boat Patrol**

On Monday, the 26<sup>th</sup> (Memorial Day) I conducted boat patrol for 6 hours.

During this patrol I:

1. Assisted NOAA and FWC on a vessel stop in Vaca Cut
2. Conducted 1 vessel Stop in shelter bay (verbal warning)
3. 4 Citizen contacts
4. 1 Resource Check
5. 1 boating violation (dive flag)

On Wednesday, 5.28.2025, I conducted boat patrol for 4 hours. During this time, I:

1. Conducted requested patrol of Bonefish Bay.
2. 5 Citizen contacts
3. 1 Code Enforcement Assist. (Shelter Bay)
4. 1 Wake violation verbal warnings

#### **Ofc. Buckwalter**

##### **Bike Patrol**

05/29/2025

1100-1430



Bike patrol was conducted on the above date and time.  
No police related issues to report.  
Several community police engagements with the public were conducted.  
Total miles: 10.4

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

**Total: 41**

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

**Total: 12**

#### **CITATIONS/WARNINGS**

1. Traffic Citations: 6
2. Traffic Warnings: 45
3. Code Citations: 0
4. Code Warnings: 2
5. Resource Checks/Marine Life: 6

#### **ADDITIONAL EVENTS IN THE POLICE DEPARTMENT**

**May 16, 2025**

##### **Law Enforcement Memorial Ceremony**

We gathered with KWPd, MCSO, FHP, FWC, and the citizens in Key West for the Police Memorial to Honor Law Enforcement Officers who made the Ultimate Sacrifice. This year 155 officers in the United States and 8 were from Florida. Never Forget.



May 19<sup>th</sup>-June 1<sup>st</sup>

Click It or Ticket (CIOT)

KCBPD participated in a high-enforcement campaign to “detect violators of Florida’s traffic laws with special emphasis on occupant protection” (FL LEL “No Seat Belt. No Excuses”)

May 15, 2025

LEL (Florida) Law Enforcement Liaison) Program Meeting

Sgt. Buxton and Ofc. Bethard attended the May Traffic Safety Meeting and the Click It or Ticket Kick-Off Meeting in Key West on May 15. Officers from Monroe County, which includes: Monroe County Sheriff’s Office, Key West Police Department, and KCBPD, met and discussed the following items:

- State, District and County Crash Report
- Signal 4 Analytics Presentation
- National Click it Or Ticket Campaign
- Florida Law Enforcement Traffic Safety Awards Notification
- 25th FLETSC (Florida Law Enforcement Traffic Safety Challenge) Training and Awards Ceremony
- IPTM(Institute of Police Technology and Management) Traffic Safety Training
- Operation Southern Slow Down
- Distribution of Traffic Safety Materials
- Traffic Statute Quick Reference Guides

May 24, 2025

Wounded Warrior 5K

KCB Police ran in the Wounded Warrior 5k, which commemorated Memorial Day Weekend and honored those who made the Ultimate Sacrifice for Freedom.





**Chief DiGiovanni** (In addition to daily tasks)

Assisted Mike Guarino with the removal of water signs around KCB

Statement of Financial Interests Form 1 Filed

Police Department 2025-2026 Budget

18<sup>th</sup> Annual Ron Sutton Memorial Kids' Fishing Derby Preparation

Along with KCBPD, I attended the Law Enforcement Memorial Ceremony at Bayview Park in Key West

Cleaned and organized the Police Department garage along with Officer Bethard

Training Completed:

- a. Autism training 8 hours (In person: MCSO Training Facility)
- b. MCSO Cybersecurity (Online)
- c. Small Agency Leadership Lessons for Police Executives (Online)

Attended the Sheriff's Office Meeting: (Following was discussed)

New outer carrier vests

Upcoming 4th of July coverage

Graduating Corrections/Law Enforcement

Budget submitted to the County

IT Security training

Assist Mike Guarino with buoys along the KCB City limits/Vaca Cut.

#### **UPDATES/UPCOMING EVENTS**

Vacant Position: 1 Officer

Vehicles: 1 F-150 Truck/Gray – ETA June 9, 2025.

6.13.2025

Desktop exercise for Hurricane preparation in Marathon.

6.18.2025

The 18<sup>th</sup> Annual Ron Sutton Memorial Kids' Fishing Derby will be held on Wednesday, June 18, 2025, starting (7:30 am and ending at 3:00 pm) at the Key Colony Inn.

6.23.2025

I will be attending a pedestrian/bicycle course for law enforcement hosted by Key West PD.

6.26.2025-6.27.2025

I will be attending OSHA (Occupational Safety and Health Administration) Training.

7.4.2025

The Police Department will have extra coverage for the 4<sup>th</sup> of July Weekend.

7.8.2025

I will be meeting with the Department of Children and Families for a discussion of future collaboration between DCF and KCBPD.

7.14.2025-7.17.2025

I will be attending a required training for the Florida Department of Law Enforcement/Criminal Justice Information System Symposium in Orlando from July 14 to July 17, 2025.



# JUNE 2025

## Key Colony Beach Police Department

### SAFETY MEETING

#### MEETING DETAILS

*Date: 6 /03/2025*

*Location: VIA Email/Field (At a later date)*

*Chief DiGiovanni*

#### ATTENDANCE

Attendees: Sent to ALL officers via email.

Field: Officer response to bomb calls TBD in July.

(MCSO Bomb Squad Lieutenant)

#### DISCUSSION:

The safety protocol in response to bomb calls. KCBPD Policy Chapter 408

#### DISCUSSION:

- Receipt of Bomb Threats,
- Notifications that need to be made,
- Facilities,
- Assistance needed,
- If a device is found/notifications,
- Explosion/Bombing Incidents
- Crowd control,
- Bomb Squad

See attached KCBPD Policy 408

## **Response to Bomb Calls**

### **408.1 PURPOSE AND SCOPE**

The purpose of this policy is to provide guidelines to assist members of the Key Colony Beach Police Department in their initial response to incidents involving explosives or explosive devices, explosion/bombing incidents or threats of such incidents. Under no circumstances should these guidelines be interpreted as compromising the safety of first responders or the public. When confronted with an incident involving explosives, safety should always be the primary consideration.

### **408.2 POLICY**

It is the policy of the Key Colony Beach Police Department to place a higher priority on the safety of persons and the public over damage or destruction to public or private property.

### **408.3 RECEIPT OF BOMB THREAT**

Department members receiving a bomb threat should obtain as much information from the individual as reasonably possible, including the type, placement and alleged detonation time of the device.

If the bomb threat is received on a recorded line, reasonable steps should be taken to ensure that the recording is preserved in accordance with established department evidence procedures.

The member receiving the bomb threat should ensure that the Chief of Police or designee is immediately advised and informed of the details. This will enable the Chief of Police or designee to ensure that the appropriate personnel are dispatched, and, as appropriate, the threatened location is given an advance warning.

#### **408.3.1 NOTIFICATIONS**

The Chief of Police or designee should consider the following notifications, as appropriate:

- (a) Additional department personnel, such as investigators and forensic services (e.g., for intelligence, follow-up investigation on threat maker, collecting physical evidence from the threat location)
- (b) Field supervisor
- (c) Chief of Police
- (d) Other law enforcement agencies or government agencies

### **408.4 GOVERNMENT FACILITY OR PROPERTY**

A bomb threat targeting a government facility may require a different response based on the government agency.



# Key Colony Beach Police Department

## Key Colony Beach Police Department Policy Manual

### Response to Bomb Calls

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#### **408.4.1 KEY COLONY BEACH POLICE DEPARTMENT FACILITY**

If the bomb threat is against the Key Colony Beach Police Department facility, the Chief of Police or designee will direct and assign officers as required for coordinating a general building search or evacuation of the police department, as he/she deems appropriate.

#### **408.4.2 OTHER COUNTY OR MUNICIPAL FACILITY OR PROPERTY**

If the bomb threat is against a county or municipal facility within the jurisdiction of the Key Colony Beach Police Department that is not the property of this department, the appropriate agency will be promptly informed of the threat. Assistance to the other entity may be provided as the Chief of Police or designee deems appropriate.

#### **408.4.3 FEDERAL BUILDING OR PROPERTY**

If the bomb threat is against a federal building or property, the Federal Protective Service should be immediately notified. The Federal Protective Service provides a uniformed law enforcement response for most facilities, which may include use of its Explosive Detector Dog teams.

If the bomb threat is against a federal government property where the Federal Protective Service is unable to provide a timely response, the appropriate facility's security or command staff should be notified.

Bomb threats against a military installation should be reported to the military police or other military security responsible for the installation.

#### **408.5 PRIVATE FACILITY OR PROPERTY**

When a member of this department receives notification of a bomb threat at a location in the City of Key Colony Beach, the member receiving the notification should obtain as much information as reasonably possible from the notifying individual, including:

- (a) The location of the facility.
- (b) The nature of the threat.
- (c) Whether the type and detonation time of the device is known.
- (d) Whether the facility is occupied, and if so, the number of occupants currently on-scene.
- (e) Whether the individual is requesting police assistance at the facility.
- (f) Whether there are any internal facility procedures regarding bomb threats in place, such as:
  - 1. No evacuation of personnel and no search for a device.
  - 2. Search for a device without evacuation of personnel.
  - 3. Evacuation of personnel without a search for a device.
  - 4. Evacuation of personnel and a search for a device.

The member receiving the bomb threat information should ensure that the Chief of Police or designee is immediately notified so that he/she can communicate with the person in charge of the threatened facility.

# Key Colony Beach Police Department

## Key Colony Beach Police Department Policy Manual

### Response to Bomb Calls

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#### **408.5.1 ASSISTANCE**

The Chief of Police or designee should be notified when police assistance is requested. The Chief of Police or designee will make the decision whether the Department will render assistance and at what level. Information and circumstances that indicate a reasonably apparent, imminent threat to the safety of either the facility or the public may require a more active approach, including police control over the facility.

Should the Chief of Police or designee determine that the Department will assist or control such an incident, he/she will determine:

- (a) The appropriate level of assistance.
- (b) The plan for assistance.
- (c) Whether to evacuate and/or search the facility.
- (d) Whether to involve facility staff in the search or evacuation of the building.
  - 1. The person in charge of the facility should be made aware of the possibility of damage to the facility as a result of a search.
  - 2. The safety of all participants is the paramount concern.
- (e) The need for additional resources, including:
  - 1. Notification and response, or standby notice, for fire and emergency medical services.
- (f) The organization of the search teams and the search procedures should be determined and communicated, as appropriate.

Even though a facility does not request police assistance to clear the interior of a building, based upon the circumstances and known threat, officers may be sent to the scene to evacuate other areas that could be affected by the type of threat, or for traffic and pedestrian control.

#### **408.6 FOUND DEVICE**

When handling an incident involving a suspected explosive device, the following guidelines, while not all inclusive, should be followed:

- (a) No known or suspected explosive item should be considered safe regardless of its size or apparent packaging.
- (b) The device should not be touched or moved except by the bomb squad or military explosive ordnance disposal team.
- (c) Personnel should not transmit on any equipment that is capable of producing radio frequency energy within the evacuation area around the suspected device. This includes:
  - 1. Two-way radios.
  - 2. Cell phones.
  - 3. Other personal communication devices.

# Key Colony Beach Police Department

## Key Colony Beach Police Department Policy Manual

### Response to Bomb Calls

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- (d) The appropriate bomb squad or military explosive ordnance disposal team should be summoned for assistance.
- (e) The largest perimeter reasonably possible should initially be established around the device based upon available personnel and the anticipated danger zone.
- (f) A safe access route should be provided for support personnel and equipment.
- (g) Search the area for secondary devices as appropriate and based upon available resources.
- (h) Consider evacuation of buildings and personnel near the device or inside the danger zone and the safest exit route.
- (i) Promptly relay available information to the Chief of Police or designee including:
  - 1. The time of discovery.
  - 2. The exact location of the device.
  - 3. A full description of the device (e.g., size, shape, markings, construction).
  - 4. The anticipated danger zone and perimeter.
  - 5. The areas to be evacuated or cleared.

#### 408.6.1 NOTIFICATIONS

When a possible explosive device is located, the following notifications should be made, as appropriate, and efforts coordinated if they respond:

- (a) Bomb squad (if the device is of possible military origin, a military bomb team should be notified at the direction of the bomb squad leader)
- (b) Fire department
- (c) Additional department personnel, such as investigators and forensic services
- (d) Field supervisor
- (e) Chief of Police or designee
- (f) Other law enforcement agencies or government agencies at the direction of the Chief of Police or designee or bomb squad leader

#### 408.7 EXPLOSION/BOMBING INCIDENTS

##### 408.7.1 CONSIDERATIONS

Officers responding to explosions, whether accidental or a criminal act, should consider the following actions:

- (a) Assess the scope of the incident, including the number of victims and extent of injuries.
- (b) Request additional personnel and resources, as appropriate.
- (c) Assist with first aid.

# Key Colony Beach Police Department

## Key Colony Beach Police Department Policy Manual

### *Response to Bomb Calls*

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- (d) Identify and take appropriate precautions to mitigate scene hazards, such as collapsed structures, bloodborne pathogens and hazardous materials.
- (e) Assist with the safe evacuation of victims, if possible.
- (f) Establish an inner perimeter to include entry points and evacuation routes. Search for additional or secondary devices.
- (g) Preserve evidence.
- (h) Establish an outer perimeter and evacuate if necessary.
- (i) Identify witnesses.

#### **408.7.2 NOTIFICATIONS**

When an explosion has occurred, the following people should be notified as appropriate:

- Fire department
- Bomb squad
- Additional department personnel, such as investigators and forensic services
- Field supervisor
- Chief of Police or designee
- Other law enforcement agencies, including local, state or federal agencies, such as the FBI and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Other government agencies, as appropriate

#### **408.8 CROWD CONTROL**

Only authorized members with a legitimate need should be permitted access to the scene. Spectators and other unauthorized individuals should be restricted to a safe distance as is reasonably practicable given the available resources and personnel.

##### **408.8.1 PRESERVATION OF EVIDENCE**

As in any other crime scene, steps should immediately be taken to preserve the scene. The Chief of Police or designee should assign officers to protect the crime scene area, which could extend over a long distance. Consideration should be given to the fact that evidence may be embedded in nearby structures or hanging in trees and bushes.

#### **408.9 BOMB SQUAD**

The bomb squad supervisor should develop procedures and guidelines for, at a minimum:

- Team member selection, retention and termination criteria.
- Response protocols and capabilities.
- Equipment procurement, use and maintenance.
- Equipment storage, security and availability.
- Training, required competencies and documentation processes.

# Key Colony Beach Police Department

## Key Colony Beach Police Department Policy Manual

### *Response to Bomb Calls*

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- Periodic review and update of this policy.
- Training of department personnel regarding this policy and related issues.

# City of Key Colony Beach

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



June 5, 2025

To the Mayor, Vice Mayor, and Commissioners:

## City Administrator Report

1. The City Hall Storm Hardening/Addition project is waiting on the arrival of the 90% Conceptual Drawings – they are due soon. The project is still currently running on schedule to go out to bid this summer.
2. Attended Planning & Zoning, Recreation, and Utility Board meetings discussing issues being considered today. Researched commercial utility rates for application for our marina for Utility Board – the Commission will ultimately set this policy.
3. In the process of the TDC staff evaluation of the three TDC Bricks & Mortar Grants for improvements at Sunset Park and 7<sup>th</sup> Street Park. Grants will be awarded at the DAC III meeting on June 25, and I will be attending this meeting in case of any questions from the DAC members. Between now and then, no one from Key Colony Beach – or any applicant, for that matter – is allowed to lobby DAC members on any of the grant applications. In other grant application news, sadly, our Fitness Trail project will have to wait a little bit. The competition for both the AARP and T-Mobile grants was quite large, with thousands of applications nationwide for the relatively few grants handed out. I will keep applying for these in upcoming grant cycles.
4. Received an ORC (Objections, Recommendations, Comments) report from Florida Commerce on our recent Comprehensive Plan amendment. I've attached the letter. Some of their issues are that the Vulnerability Assessment is dated 2024 in the Plan amendment (we just got it, and it was just approved by the state). Also, Florida statute requires us to plan for 10- and 20-year planning horizons, not the 5- and 10-year ones that used to suffice. I'm currently in contact with our consultants on how best to proceed with the work we've done so far.
5. Attended Monroe County Emergency Management's Incident Action Planning (IAP) virtual training workshop in advance of this year's tropical season.
6. Still keeping an eye on the Legislature as they have extended the session for this year. I remain in contact with our lobbyist (Kate DeLoach) as the Legislature draws closer to a budget and the (hopeful) end of session. I also attended (via Zoom) a Florida League of Cities presentation on the House Select Committee on Property Taxes. I've included a slide from their presentation that illustrates just how bad some of these proposals are. We're keeping a close watch. As of this report's deadline, the Legislature was projected to finish this session on June 16.
7. Opened bids for the 7<sup>th</sup> Street Drainage Project Phase I; the three bids came from LPS, Haack Excavators, and Charley Toppino & Sons. The bids were evaluated by our engineers, and the Commission will award the bid and contract at the June 11 meeting.
8. As mentioned earlier, we received the Vulnerability Assessment (22PLN97 Resilient Florida Planning Grant, 2023) that the City of Key Colony Beach and Layton partnered on. DEP has just approved that plan at my deadline for this report, and it will certainly be a major planning tool in the City's efforts to plan for resiliency projects – and help us apply for significant Resilient Florida grants in the future.

John Bartus  
City Administrator, Key Colony Beach



# Property Tax Reform – Initial Proposals

## House Select Committee on Property Taxes – Concept Proposals

Requiring a referendum on the question of eliminating property taxes on homestead properties

New **\$500,000** Homestead Exemption & **\$1 million** homestead exemption for 65 and older + 30-year ownership

Allow Legislature to increase homestead exemption to any value by general law

Modifying the assessment increase limitations: **3% every 3 years** (homestead) and **15% every 3 years** (non-homestead)

Eliminating foreclosures on homestead property due to tax lien

Some of the ideas that the Legislature is considering that would have a drastic impact on how we fund our local municipal government.

May 27, 2025

The Honorable Freddie Foster  
Mayor, City of Key Colony Beach  
600 W. Ocean Drive  
Key Colony Beach, Florida 33051

Dear Mayor Foster,

FloridaCommerce has completed its review of the proposed comprehensive plan amendment for the City of Key Colony Beach (Amendment No. 25-01ER), which was received on March 28, 2025. FloridaCommerce has reviewed the proposed amendment in accordance with the state coordinated review process set forth in sections 163.3184(2) and (4), Florida Statutes (F.S.), for compliance with Chapter 163, Part II, F.S.

The attached Objections, Recommendations, and Comments Report outlines FloridaCommerce's findings concerning the amendment. FloridaCommerce has identified an objection and has included recommendations regarding measures that can be taken to address the objection. FloridaCommerce is also providing a comment. The comment is offered to assist the local government but will not form the basis for a determination of whether the amendment, if adopted, is "In Compliance" as defined in section 163.3184(1)(b), F.S. Copies of comments received by FloridaCommerce from reviewing agencies, if any, are also enclosed.

The City should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, the procedures for final adoption and transmittal of the comprehensive plan amendment are enclosed.

**The second public hearing**, which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of FloridaCommerce's attached report, or the amendment will be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to section 163.3184(4)(e)1., F.S. **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.**

FloridaCommerce staff is available to assist the City to address the objection and comment. If you have any questions related to this review, please contact Yazmin Valdez, Deputy Bureau Chief, by telephone at (850)717-8524 or by email at [Yazmin.Valdez@Commerce.fl.gov](mailto:Yazmin.Valdez@Commerce.fl.gov).

Sincerely,



James D. Stansbury, Chief  
Bureau of Community Planning and Growth

JDS/yv

Enclosures: Objections, Recommendations, and Comments Report  
Procedures for Adoption  
Reviewing Agency Comments

cc: Silvia Roussin, City Clerk, City of Key Colony Beach  
Isabel Cosio Carballo, MPA, Executive Director, South Florida Regional Planning Council

**Objections, Recommendations and Comments Report  
Proposed Comprehensive Plan Amendment  
Key Colony Beach 25-01ER**

FloridaCommerce has identified an objection and a comment regarding the City of Key Colony Beach's proposed comprehensive plan amendment. The objection and comment are provided below, along with recommended actions the City could take to resolve issues of concern. If the City adopts the plan amendment without adequately addressing the objection, FloridaCommerce may find the amendment not in compliance with Chapter 163, Part II, Florida Statutes (F.S.), pursuant to section 163.3184(4)(e)4., F.S. Comments are offered to assist the local government and will not form the basis for a compliance determination.

FloridaCommerce staff has discussed the basis of the report with local government staff and is available to assist the City to address the objection and comment.

**I. Objection**

**Objection 1: Comprehensive Plan Update**

The amendment does not update the City's Comprehensive Plan to comply with statutory requirements relating to the City's planning period and is not based on relevant and appropriate data and analysis.

Chapter 2023-31, Laws of Florida, modified section 163.3177(5)(a), F.S., to require local governments to increase the two required planning periods in their comprehensive plans from 5-year and 10-year planning periods to 10-year and 20-year planning periods.

The proposed amendment does not update the City's Comprehensive Plan elements to address the required planning periods, based upon relevant and appropriate data and analysis, consistent with the requirements of section 163.3177(1)(f), F.S., that all mandatory and optional elements of the comprehensive plan and plan amendments shall be based upon relevant and appropriate data and an analysis by the local government. Pursuant to section 163.3177(2), F.S., coordination of the elements of the local comprehensive plan shall be a major objective of the planning process, and the elements shall be consistent. Where data is relevant to several elements, consistent data shall be used, including population estimates and projections unless alternative data can be justified for a plan amendment through new supporting data and analysis. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

The proposed amendment does not update all the elements of the Comprehensive Plan and the planning periods based upon relevant and appropriate data and analysis of permanent and seasonal population estimates and projections consistent with the requirements of sections 163.3177(1)(f)3., and 163.3177(2), F.S.

The proposed update to the Comprehensive Plan (Potable Water, Sanitary Sewer, Solid Waste and Transportation Elements) is currently not based upon relevant and appropriate data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater and transportation facilities) addressing the following for the required updated planning periods: (1)

current and projected demand upon public facilities based upon relevant and appropriate population estimates and projections, (2) current and projected designed capacity of public facilities, (3) current and projected operating levels of service of public facilities, (4) identification of any improvements that are needed to public facilities, including the timing and scope of such improvements, in order to achieve and maintain the adopted level of service standards of public facilities and (5) coordination of any need improvements with the Capital improvements Element.

**Statutory Authority:** Sections 163.3177(1)(f), 163.3177(1)(f)3., 163.3177(2), 163.3177(5)(a), 163.3177(6)(a)2., 163.3177(6)(f)2., 163.3177(6)(b), 163.3177(6)(c), 163.3177(6)(d), 163.3177(6)(e), 163.3177(6)(g), 163.3178, 163.3184(4), 163.3191 and 380.0552 F.S.

**Recommendation:** The City should revise proposed Amendment 25-01ER to be based upon relevant and appropriate data analysis of public facilities for the planning period. The City's update to the long-term and short-term planning horizons proposed to meet the requirements of section 163.3177(5)(a), F.S., must be based upon relevant and appropriate data and analysis. The update to the planning periods shall consider the following:

- Data and analysis of the permanent and seasonal population estimates and projections,
- Coordination of and consistency between all the elements of the Comprehensive Plan and
- Data and analysis of public facilities (potable water, sanitary sewer, solid waste, stormwater and transportation facilities).

Further, the City should revise the Future Land Use Element to be based upon relevant and appropriate data and analysis consistent with the requirements of section 163.3177(6)(a)2., F.S., for the required planning periods. The proposed planning horizon and above data and analysis should also be reflected within the adopted Future Land Use Map (FLUM) series.

## **II. Comment**

### **Comment 1): Lack of Meaningful and Predictable Standards**

Policies 1.2.2, 3.2.2 and 3.4.1 lack a specific timeframe for implementation, which may hinder their effectiveness and accountability. Lack of detailed targets and criteria does not establish meaningful and predictable standards for the implementation of the proposed policies. Additionally, the proposed plan incorporates policies contingent upon completion of the 2024 Vulnerability Assessment, specifically Policies 3.1.1, 3.2.1, and 3.2.5. Given that the Vulnerability Assessment has been conducted in the current year (2025), it is imperative to update the plan's dates and revise policies reliant on the assessment to accurately reflect the completion year and implementation timelines.



## SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

### FOR STATE COORDINATED REVIEW

#### Section 163.3184(4), Florida Statutes

**NUMBER OF COPIES TO BE SUBMITTED:** Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (<https://fideo.my.salesforce-sites.com/cp/>) or submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council, Water Management District, Department of Transportation, Department of Environmental Protection, Department of State, the appropriate county (municipal amendments only), the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only), and the Department of Education (amendments relating to public schools), and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

**SUBMITTAL LETTER:** Please include the following information in the cover letter transmitting the adopted amendment:

\_\_\_\_\_ State Land Planning Agency identification number for adopted amendment package.

\_\_\_\_\_ Summary description of the adoption package, including any amendments proposed but not adopted.

\_\_\_\_\_ Ordinance number and adoption date.

\_\_\_\_\_ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government.

\_\_\_\_\_ Name, title, address, telephone, FAX number and e-mail address of local government contact.

\_\_\_\_\_ Letter signed by the chief elected official or the person designated by the local government.



**ADOPTION AMENDMENT PACKAGE:** Please include the following information in the amendment package:

\_\_\_\_\_ In the case of text amendments, changes should be shown in strike-through/underline format.

\_\_\_\_\_ In the case of future land use map amendment, an adopted future land use map, **in color format**, clearly depicting the parcel, its existing future land use designation and its adopted designation.

\_\_\_\_\_ A copy of any data and analyses the local government deems appropriate.

**Note:** If the local government is relying on previously submitted data and analysis, no additional data and analysis is required.

\_\_\_\_\_ Copy of executed ordinance adopting the comprehensive plan amendment(s).

Suggested effective date language for the adoption ordinance for state coordinated review:

"The effective date of this plan amendment, if the amendment is not timely challenged, shall be the date the state land planning agency posts a notice of intent determining that this amendment is in compliance. If the amendment is timely challenged, or if the state land planning agency issues a notice of intent determining that this amendment is not in compliance, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

\_\_\_\_\_ List of additional changes made in the adopted amendment that the FloridaCommerce did not previously review.

\_\_\_\_\_ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment.

\_\_\_\_\_ Statement indicating the relationship of the additional changes not previously reviewed by the FloridaCommerce to the ORC report from the FloridaCommerce.



## MEMORANDUM

AGENDA ITEM #II.A

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DATE: APRIL 24, 2025

TO: COUNCIL MEMBERS

FROM: STAFF

SUBJECT: LOCAL GOVERNMENT COMPREHENSIVE PLAN (LGCP) PROPOSED AND ADOPTED  
AMENDMENT CONSENT AGENDA

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Pursuant to the 1974 Interlocal Agreement creating the South Florida Regional Planning Council (Council), the Council is directed by its member counties to "assure the orderly, economic, and balanced growth and development of the Region, consistent with the protection of natural resources and environment of the Region and to protect the health, safety, welfare, and quality of life of the residents of the Region."

In fulfillment of the Interlocal Agreement directive and its duties under State law, the Council reviews local government Comprehensive Plan amendments for consistency with the *Strategic Regional Policy Plan for South Florida (SRPP)*. Pursuant to Section 163.3184, Florida Statutes as presently in effect, Council review of comprehensive plan amendments is limited to 1) adverse effects on regional resources and facilities identified in the SRPP and 2) extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region. The Council's review of amendments is conducted in two stages: (1) proposed or transmittal and (2) adoption. Council staff reviews the contents of the amendment package once the Department of Economic Opportunity certifies its completeness.

A written report of the Council's evaluation pursuant to Section 163.3184, Florida Statutes, is to be provided to the local government and the State Land Planning Agency within 30 calendar days of receipt of the amendment.

### Recommendation

Find the proposed and adopted plan amendments from the local governments listed as not causing adverse impact to state or regional resources/facilities and without extra-jurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the Region.

Approve this report for transmittal to the local governments with a copy to the State Land Planning Agency.



South Florida Regional Planning Council  
1 Oakwood Boulevard, Suite 250, Hollywood, Florida 33020  
954-924-3653 Phone, 954-924-3654 FAX  
[www.sfrpc.org](http://www.sfrpc.org)

## **PROPOSED AMENDMENTS**

- **City of Key Colony Beach 25-01ER**

Proposes Evaluation and Appraisal Report (EAR) based text amendments to all the City's Comprehensive Plan Elements, including but not limited to Future Land Use, Transportation, Infrastructure, Coastal Management, Intergovernmental Coordination, and Capital Improvements. Additionally, the amendment adds a Property Rights Element. The package adds sections within the Coastal Management Element to include: Coastal Storm Areas, Increase Communitywide Resiliency, Reduce Flood Risk in Coastal Areas, and Remove Coastal Property from Flood Zone Designations, Site Development Techniques, Best Practices to Reduce Flood Loss and Claims, Keeping Consistent with Florida Building Code and Floodplain Management Regulations and Coastal Construction Standards in Chapter 161 F.S. and FEMA's Community Rating System. The amendment package also adds language to include the 2024 Vulnerability Assessment and Watershed Management Plans.

- **City of Oakland Park 25-01ESR**

Proposes amending the City of Oakland Park's Comprehensive Plan 2045, the Future Land Use Element (FLUE), and the Housing Element policies. The Housing Element has been updated to incorporate Policy 2.2.7 – Affordable Housing. The amendment updates the policy language to ensure a more precise and actionable framework for affordable housing implementation. The revisions enhance the policy's clarity and effectiveness, ensuring that affordability requirements are well-defined, enforceable, and aligned with the City's long-term housing objectives. Updates to the Future Land Use Element include enforcement of stormwater runoff requirements for new developments and usage of "best management practices", preservation of environmentally sensitive lands, and coordination with the Broward County School District regarding School Concurrency.

## **ADOPTED AMENDMENTS**

- **City of Fort Lauderdale 24-02ESR**

Adopts a text amendment to the transit-oriented development land use designation language for the floor-to-area ratio from 2.5 to 3.

- **City of Fort Lauderdale 24-03ESR**

Adopts a map amendment establishing the Uptown Urban Village Transit-Oriented Development on the City's Future Land Use Map. This map amendment corresponds to the City's transmittal of the Uptown Urban Village Transit-Oriented Development LUPA, submitted on March 13, 2024, reference number 24-01ESR. Due to a technical error, the Future Land Use Map amendment was processed separately and is now being transmitted.

- **City of Fort Lauderdale 25-01ESR**

Adopts an amendment to the City of Fort Lauderdale's Comprehensive Plan Future Land Use Element to allow community facilities and utility uses as a permitted use in the Parks, Recreation, and Open Space future land use designation, with a restriction on maximum acreage.

- **City of Hialeah 24-01ESR**

Adopts an amendment to the Future Land Use Element to increase the maximum densities of the High-Density Residential, Commercial, Downtown Mixed-Use, Industrial, and Major Institutions land use categories. The density increase is subject to participating in the mixed-income affordable housing program. Densities include 100 units per acre for High-Density Residential, Commercial, Commercial Residential, Central Business District, Industrial, and Major Institutions zoned properties participating in the mixed-income affordable housing program.

**\*\* Staff Note:** Due to the different time requirements for Agencies' responses, some comments may not have been received. Of the Agencies that have submitted comments, those comments do not reflect potential adverse regional or extra-jurisdictional impacts.

No concerns or technical assistance comments reflecting potential adverse regional or extra-jurisdictional impacts were received from local governments or partner agencies.



*Florida Department of Transportation*

RON DESANTIS  
GOVERNOR

1000 N.W. 111 Avenue  
Miami, Florida 33172

JARED W. PERDUE, P.E.  
SECRETARY

April 21, 2025

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

**Subject: Comments for the Key Colony Beach Comprehensive Plan  
Amendment FDEO #25-01ER**

Dear Ms. Roussin:

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation, District Six, reviewed the proposed amendment to the Key Colony Beach Comprehensive Plan. The proposed EAR-based amendments modify/update various Elements of the Comprehensive Plan.

The District reviewed the amendment package per Chapter 163 Florida Statutes and found the proposed text amendment would not adversely impact transportation resources and facilities of state importance.

Thank you for coordinating on the review of these proposed amendments with FDOT. If you have any questions, please do not hesitate to contact me by email at [ken.jeffries@dot.state.fl.us](mailto:ken.jeffries@dot.state.fl.us) at 305-470-5445 or [shereen.yeefong@dot.state.fl.us](mailto:shereen.yeefong@dot.state.fl.us) or at 305-470-5393.

Sincerely,

DocuSigned by:  
A stylized, handwritten signature in blue ink, appearing to read "Ken Jeffries".

705CB16FD3D5405...  
Kenneth Jeffries  
Planning Manager

Cc: John Olson, P.E., Florida Department of Transportation, District 6

**Harris, Donna**

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**From:** Plan\_Review <Plan.Review@dep.state.fl.us>  
**Sent:** Friday, April 25, 2025 4:48 PM  
**To:** DCPexternalagencycomments  
**Cc:** Plan\_Review  
**Subject:** [EXTERNAL] - Key Colony Beach 25-01ER Proposed

**CAUTION** - "This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe."


To: Donna Harris, Senior Plan Processor, Florida Commerce Bureau of Community Planning and Growth

Re: Key Colony Beach 25-01ER – State Coordinated Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please submit all future amendments by email to [Plan.Review@FloridaDEP.gov](mailto:Plan.Review@FloridaDEP.gov). If your submittal is too large to send via email or if you need other assistance, contact Lindsay Weaver at (850) 717-9037.





**Building Department Staff Report  
Report for June 2025 – City Commission Meeting**

**Building Official – Tony Loreno**

- ❖ Completed 51 inspections for both residential and commercial owners.
- ❖ Completed 32 plan reviews and approved permits.
- ❖ Working closely under the mayor's directive to complete the remodel of City Hall Kitchen. Electrical is complete and we are scheduling minor framing/drywall. We found potential asbestos and are currently having it tested before we continue working.
- ❖ We are also in the process of engaging a contractor to fabricate and install a matching truss for the existing roof structure in city hall. This particular area had no original truss installed and is now visible after the demolition of the interior space in City Hall.
- ❖ We now have permitting requirements for contractors doing foam injection services that must abide by proper State, GC licensing and engineering sign off for any work related to seawall foam injection.
- ❖ Preparation for directional boring to provide fiber optic services to the city. We will monitor all work to help keep disruption to residents and traffic flow as minimal as possible. We are focused on making sure that all work, when complete, will be repaired and restored in the same or better condition as before. Our goal is to have this archived and readily accessible and digitally organized for easy access along with long term storage of important physical records.
- ❖ The Building Department team is currently working on tackling our massive amount of permitting and building files that need to be converted to digital storage. Samatha is developing an in-house method of scanning and archiving our current documents. We also are still looking into scanning service providers that may offer a viable cost-effective solution.
- ❖ Currently code violations remain down. Willy is preparing for a busy spring and summer monitoring all code complaints as we begin our spring and summer season along with vacation rentals.
- ❖ Willy has also been very busy with managing and updating our current boat and trailer storage lot.
- ❖ Working closely with code and city attorney on a few outstanding code compliance issues.
- ❖ Per the commission's requests, we are looking into a feasibility study to possibly change some setback and easement restrictions that may allow us to not require variance requests for specific permitting requests.

**Building Assistant - Samantha Rodamer**

- ❖ Permits Issued: 39
- ❖ Permits Closed: 31
- ❖ Assisted with assembling documents, permitting, and pre-mobilization of the ITB 2025-01 Shade Sail project.

- ❖ Processed safety inspection results for May and June that have been completed thus far.
- ❖ Assembled and submitted Consulting Invoice from Ed Borysiewicz for May 2025.
- ❖ Organized & processed variance requests.
- ❖ Continued working on a potential process for scanning City archives and began the organizational aspects.
- ❖ Shadowed the Building Official on multiple building inspections
- ❖ Scheduled all vacation rental safety inspections for the month of June.
- ❖ Completed multiple Contractor Registrations and updated prior registered Contractor's records.
- ❖ Aided contractors with permit-related questions.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Received various permit and variance application payments.
- ❖ Recorded multiple NOC's for City permits.
- ❖ Assisted in coordination of the purchase of the new Polaris Ranger for the Building Department.
- ❖ Attended training to complete the City's CRS Recertification.
- ❖ Assisted with code meetings regarding Cox vs. KCB in relation to the seawall.
- ❖ Completed records requested as necessary.
- ❖ Updated our Building Permit document layout.
- ❖ Completed permit payments report for May.
- ❖ Implemented a Code Violation/Warning notification system.

#### **Code Enforcement Officer & Fire Safety Inspector - William Dominicak**

- ❖ Assisted Tony with building inspections
- ❖ Patrolled the City daily to ensure code compliance.
- ❖ Monitored both temporary & permanent trailer parking lots.
- ❖ Fabricated new roller gate for long term trailer lot
- ❖ Assisted in planning for long term trailer parking to be able to fit more trailers
- ❖ Participated in meetings for 908/918 seawall repair
- ❖ Completed approximately 160 yearly rental inspections
- ❖ Issued several citations for,
  - Garbage can violations
  - Trailer parking violations
- Communicated with property owners to get code violations into compliance including,
  - 400 Sadowski for dangerous work conditions
  - 211 9<sup>th</sup> street for permits to complete construction
  - 948 w ocean for too large of boat

## **Public Works Staff Report**

### **Report for June 11th, 2025 – City Commission Meeting**

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

- Installed basketball hoop
- Installed sod at 7<sup>th</sup> street park bocce courts
- Inventoried and ordered hurricane supplies
- Moved flagpole at Sunset Park for sail shade project
- Wired a spotlight for the new flag position at Sunset Park
- Replaced spotlight on flag at East Park
- Installed patriotic banners
- Prepped tennis court site for sod and then sodded
- Repainted and sealed shuffleboard court
- Hired vendor for ADA parking lot painting at Sunset Park and 7<sup>th</sup> Street
- Install new tires on zero turn mower and Kubota UTV
- Installed new handicap signs at Sunset Park and 7<sup>th</sup> Street Park.
- Removed plants and capped irrigation s 7th Street Park parking lot.
- Worked with the Chief to remove signs added to aids of navigation citywide
- Removed invasive/exotics from buttonwood hedge on 8<sup>th</sup> street
- Removed windscreens from pickleball and tennis courts
- Attended Wildlife Friendly Lighting Webinar
- Finalized and submitted budget requests for FY25/26
- Built fence for long term trailer lot
- Attended FRDAP Self-Certification Workshop 2025
- Repaired top of golf safety net
- Cleaned gravel overflow, from streets
- Replaced drain box at the end of 5<sup>th</sup> street

Thank you,

Mike Guarino

Public Works Department Head

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

<b>Date:</b>	6/4/25	<b>Location:</b>	Shop
<b>Time:</b>	0700	<b>Meeting Lead:</b>	Mike Guarino

**Attendees:** Esteban Cabrera Fernandez, Jesse Petersen, Darrin Smith, Justin Luisi & Mike Guarino

**Absentees:** N/A

**Topic: Ladder Safety**

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

We watched a safety video on ladder safety.

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

Discussed 5 points of ladder safety; the right ladder, ladder condition, location, climbing carefully and 3 points of contact.

**3. Conclusion**

The ladder must extend 3ft beyond the roof and be out 1ft for every 4ft of height.

## **City Hall Staff Report**

### **Report for June 11<sup>th</sup>, 2025 – City Commission Meeting**

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

- Tammie has chosen to pursue a career outside of the Florida Keys, marking June 13<sup>th</sup> as her final day. Tammie has served the city for nearly three years, initially excelling as the Front Desk Administrative Assistant and later as the Business Tax Administrative Assistant. Tammie's absence will certainly be felt, and she will be missed by all. The position is currently open for applications, with several already submitted.
- Danielle is doing well and continuing her training in all financial areas. Danielle will be attending the FACC Conference in July.
- Cheryl has been cross-training in financial tasks to serve as a backup when needed.
- The TDC grant reimbursement for the Pickleball/Tennis Court project was received in the amount of \$50,000.00.
- I am currently in the close-out process with our grant manager for the FRDAP Grant for the Tennis Court Project.
- We also received reimbursement funds for management costs related to Hurricane Irma, totaling \$68,511.54.
- I attended the FRDAP Self-Certification Workshop 2025 with Mike, which will enable me to complete the reporting requirements for the 1st Park Grant Reimbursement.
- Provided public notice for the Variance for the June 18<sup>th</sup> Planning & Zoning meeting.
- Attended a demonstration on campaign finance software in preparation for next year's election responsibilities.
- Updated the wastewater billing calculation spreadsheet and notified commercial properties about upcoming changes in October.
- Communicated with the critical events scheduler for stormwater assessments, completed public notice requirements, and prepared resolutions for approval.
- Prepared the budget calendar for FY2025/2026.
- Implemented a new contract expiration calendar and tracking sheet to ensure that contracts and agreements are renewed promptly.
- Developed a new tracking sheet to monitor late payments for Wastewater.
- Implemented a new tracking sheet for business tax licenses to ensure compliance.
- Prepared public notices for the second reading of new ordinances.
- Met with City Administrator Bartus and Utility Board Member Steamer regarding questions about marina billing and procedures.
- Researched previous marina billing and contacted marina owner Jim Figuerado to arrange a meeting to address the marina's billing and wastewater needs.
- I researched the ownership of the boat ramp and confirmed that the city is the rightful owner. I am waiting for the insurance company regarding questions related to liability and insurance.
- I communicated with CPH regarding the release of the 90% drawings, which is expected on July 7<sup>th</sup>.
- Prepared for and attended meetings of the Beautification Committee, Utility Board, Planning & Zoning Board, and Recreation Committee.
- All meeting minutes have been completed with no outstanding tasks.

## **City Hall Staff Report**

### **Report for June 11<sup>th</sup>, 2025 – City Commission Meeting**

- The personnel manual is currently being updated and is expected to be completed by the end of the month.
- Participated in the legal meeting alongside the Mayor and City Administrator.
- Completed check deposits for general & utility accounts.
- Answered citizen correspondence and public records requests.
- Completed payroll reports, ACH transactions, FRS and IRS reporting requirements, and wire transfers.
- In addition to daily general correspondence and HR tasks.

#### **Assistant City Clerk Danielle Spinola**

- Entered in all invoices for General, Wastewater and Stormwater in QuickBooks.
- Ran A/P for all invoices.
- Entered receipts and reconciled all credit cards.
- Entered transactions and reconciled all bank accounts.
- Attended various training sessions via phone conference with the accountant (Jennifer).
- Entered check deposits for general & utility accounts.
- Assisted City Clerk with public records requests.
- Entered in all payments from FORTE and Point and Pay.
- Entered in all Building permit payments in QuickBooks.
- Assisted Department heads with Budget reports and various other QuickBooks report requests.
- Assisted with Boat Trailer Parking Permits.
- Updated the list of all City Contracts and Insurance Contracts.
- Researched Contract Tracking Software.
- Trained on Positive Pay upload for First Horizon.
- Trained Front Desk Clerk on various QuickBooks operations.
- Provided bi-monthly wastewater aging reports to assist with past-due collections.
- TRIM training started via online portal for The Florida Department of Revenue.
- Monthly Commercial Wastewater billing.
- Became an FACC member and started reviewing The City Clerks Manual.
- In addition to daily general tasks such as answering emails, filing, and covering the front desk when needed.

#### **Administrative Assistant Cheryl Baker**

- Uploaded various meeting minutes to the city website.
- Coordinating with Willy when long-term spots are available to offer to people waiting.
- Currently there are 28 people on the waitlist.
- Currently we have 3 people taking advantage of the boat on trailer deal. We have room for 17 more spots.
- Update information on website for committee changes in personnel.
- Continually update City Staff and Personal Directories for website and staff needs.
- Issued boat trailer licenses for short term renters.
- Manage Sunset Park Weddings and collection of required forms and payments.

## **City Hall Staff Report**

### **Report for June 11<sup>th</sup>, 2025 – City Commission Meeting**

- Manage the Memorial Bench purchases to residents.
- Collect and distribute mail & manage the phones.
- Training with Danielle as back up for monthly financials, deposit entries, point n pay entries and forte entries.
- Training with Tammie on issuing rental licenses and property inquiries in her absence.

#### **Administrative Assistant Tammie Anderson**

- Issued 8 Vacation Rental Licenses for 2024-25.
- Received 6 property transfers and collected \$1,000.00 in transfer fees.
- Responded to 11 property inquiries and collected \$330.00 in property inquiry fees.
- Presented Property Management Classes on May 12 and June 3.
- Revised the Zoom tutorial designed to assist Commission and Committee members with remote meetings, added phone tips, how to test audio/video, ways to reduce audio feedback.

#### **Upcoming**

06-09-2025 Monroe County Municipal Clerk's Quarterly Meeting  
06-10-2025 Beautification Committee Meeting  
06-11-2025 City Commission Public Hearing  
06-11-2025 City Commission Regular Meeting  
06-17-2025 Utility Board Meeting  
06-18-2025 Planning & Zoning Board Meeting  
06-19-2025 Juneteenth Holiday \*\*City Hall closed\*\*  
06-26 – 6-27-2025 OSHA Training  
07-07-2025 1<sup>st</sup> Budget Workshop \*\*tentative\*\*  
07-08-2025 Beautification Committee Meeting  
07-14-2025 2nd Budget Workshop \*\*tentative\*\*  
07-15-2025 Utility Board Meeting  
07-16-2025 Planning & Zoning Board Meeting \*\*tentative – possibly moved to 07-23-2025\*\*



# **MINUTES**

## **KEY COLONY BEACH CITY COMMISSION SPECIAL MEETING**

Tuesday, April 1st, 2025 – 9:30 AM  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Special Meeting was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Tom Harding, Commissioner Doug Colonell, Commissioner Tom DiFransico (via Zoom). **Also present:** Administrative Assistant Cheryl Baker, Public Works Department Mike Guarino, Building Official Tony Loreno, City Administrator John Bartus, Chief of Police Kris DiGiovanni, City Clerk Silvia Roussin, Architect Brandan DeCaro (via Zoom), Architect Kyle Bechtelheimer (via Zoom).

### **Public Attendance: 4**

Mayor Foster found good cause for Commissioner Colonell 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*)

There were no changes to the agenda.

**MOTION:** Motion made by Commissioner Colonell to approve the agenda. Mayor Foster asked for a second. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** None.

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

### **3. Citizen Comments and Correspondence**

City Clerk Roussin informed on the following citizen correspondence:

- 03-30-2025, The Concerned in KCB Group wrote with comments on today's Special Meeting.
- 03-31, 2025, Laurie Swanson, a KCB resident, wrote to the City Commission with questions and suggestions regarding the City Hall design concept.
- 03-31-2025, Fred Swanson, a KCB resident, submitted various comments on the City Hall design plans.
- 03-31-2025, Barbara Baran-Cisna, a KCB resident, wrote to the City Commission with comments on the conceptual design documents.

### **Mayor Foster asked for citizen comments:**

Barbara Baran-Cisna, 690 11<sup>th</sup> Street, gave positive comments on the progress of the City Hall project and suggested the election of a project manager.

Vice-Mayor Raspe asked for the individual's name associated with the 'Concerned in KCB' Group. City Clerk Roussin informed no name was given for the correspondence.

Laurie Swanson, 620 9<sup>th</sup> Street, spoke on her prior involvement with the ‘Concerned in KCB’ Group and not taking responsibility for the current content of the letters.

Mayor Foster commented on the correspondence sent by the unanimous group, noting the lack of clear information regarding whom the group represents.

Laurie Swanson commented on her correspondence to the Commission, offering suggestions and questions for improvement.

Commissioner Colonell informed that all questions will be answered by the architect and questioned the identity of the unanimous group.

Joe Schmidt, 330 4<sup>th</sup> Street, informed having divested from the group, but the influence of the group in the past resulted in the current commission.

#### **4. Discussion/Approval Items**

##### **a. Presentation by Brandon DeCaro on the Schematic Design**

Brandon DeCaro provided a project update, covering key aspects such as hardening of City Hall and the post office, adding patio doors at Marble Hall, and ceiling replacements. Brandon DeCaro discussed FEMA-related changes for both floors and discussed a metal roof proposal, along with future color and texture options.

Brandon DeCaro highlighted the first-floor plan, which includes a new handicapped entrance and an enlarged women’s restroom, as well as replacing spiral stairs with rectangular ones for cost efficiency. Brandon DeCaro gave further details on the administrative offices, the storage room, the lobby, and the exercise room, which will have an off-hours entrance.

Brandon DeCaro also detailed police department access and features for natural light in the open administrative space. Brandon DeCaro commented on the second-floor design and noted that the conference room will serve as an Emergency Operations Center (EOC) and address secure storage for evidence.

Brandon DeCaro gave further details on the overall design model and emphasized the project’s compliance with code requirements, including flood panels. Brandon DeCaro updated the project to be two weeks ahead of schedule with today’s approval, and staff feedback has been addressed as they seek design approval.

Mayor Foster thanked Brandon DeCaro for his presentation and gave appreciation for the work being provided.

##### **b. Discussion/Approval of the 30% - Schematic Design Submittal by CPH Consulting LLC**

The Commission discussed the proposed 30% Schematic Design Model and provided comments on administrative office layouts, flood protection, the reduction of office space for the police department, turning radius requirements for tractor-trailers, and second-floor EOC needs, including a shower and kitchen. The Commission also examined possible reconfigurations of various spaces, with Brandon DeCaro explaining potential options for changes. The Commission further discussed the building's architecture with Brandon DeCaro, who provided details on the proposed design.

Brandon DeCaro reported that the 60% drawings will be completed ahead of schedule by April 27th, and he will seek input on materials before finalizing the design.

Brandan DeCaro provided further comments on possible reconfigurations to accommodate the increased size of the sergeant's office and the secure storage room and requested direction from the Commission on how to proceed.

Mayor Foster commented on time constraints and the need for discussion on design options and staff needs. The Commission discussed security needs for the administrative offices, layout, and sunlight, as well as how to address residential needs effectively.

The Commission discussed the need for approval of the design plans to proceed with the design process. Brandan DeCaro agreed with the need for approval.

Kyle Bechtelheimer commented on dry flood-proofing requirements, with Commissioner Harding suggesting a review of FDEP height recommendations.

The Mayor summarized the meeting's discussions and recommended leaving the administrative offices as they are. The Commission gave a head-nod, and Brandan DeCaro provided additional comments on the open design of the offices.

Mayor Foster recommended that the increase in the Sergeant's Office be left to the discretion of Brandan DeCaro. The Commission gave a nod of approval.

Mayor Foster commented on the suggestion of a shower on the 2nd floor and leaving the addition to the discretion of Brandan DeCaro. The Commission nodded in agreement.

Mayor Foster stated there's no need for further discussion on elevation and that FEMA floodproofing will be reviewed by the architects.

Mayor Foster requested that the addition of a small kitchen area on the 2nd floor be left to Brandan DeCaro's discretion. The Commission nodded in agreement.

Mayor Foster requested compliance regarding the turn radius for 18-wheelers, which Brandan DeCaro confirmed.

Brandan DeCaro reported no changes to the Post Office, which Mayor Foster stated would be addressed later internally. The Commission had no objections.

The Commission provided additional guidance on slightly enlarging the employee patio area and requested the architects to present options for elevating the parking area.

Brandan DeCaro asked for direction regarding a second rest or change room on the 2nd floor. The Commission discussed possible modifications and agreed to maintain the current design without any changes.

Brandan DeCaro provided additional comments on the structural changes to the second floor.

**MOTION:** Motion made by Mayor Foster to approve the presented design plan with the caveat to use his design expertise to address the discussion items that were given. Commissioner Colonell seconded the motion.

**DISCUSSION:** None.

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

**c. Discussion/Approval to proceed to the next Phase of Design ‘60% Schematics’**

**MOTION:** Motion made by Commissioner Colonell to approve the next design phase. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** None.

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

**5. Any Other Business**

**6. Adjournment:** The meeting adjourned at 11:13 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

# **MINUTES**

## **KEY COLONY BEACH CITY COMMISSION**

### **SPECIAL MEETING**

Monday, April 14<sup>th</sup>, 2025 – 9:30 AM

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

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Special Meeting was called to order by Mayor Freddie Foster, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Tom Harding, Commissioner Doug Colonell (via Zoom). **Absent:** Commissioner Tom DiFransico. **Also present:** City Administrator John Bartus, Administrative Assistant Tammie Anderson, Chief of Police Kris DiGiovanni, City Clerk Silvia Roussin.

#### **Public Attendance: 3**

Mayor Foster found good cause for Commissioner Colonell 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*)

**MOTION:** Motion made by Vice-Mayor Raspe to approve the agenda. Mayor Foster asked for a second. Commissioner Harding seconded the motion.

**DISCUSSION:** None.

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

4. **Citizen Comments and Correspondence:** None.

#### **5. Discussion/Approval Items**

- a. Discussion/Approval on the continued participation by the City in the Middle Keys Health Care Municipal Service Taxing Unit (MSTU)

Mayor Foster read the agenda item for approval into the record.

6. **Adoption of Resolution 2025-01:** A Resolution Of The City Commission Of Key Colony Beach, Florida, Indicating To The Monroe County Board Of County Commissioners (BOCC) Its Intent To Continue Participation In The Middle Keys Health Care Municipal Service Taxing Unit (MSTU) Only If The Current Millage Rate Is Reset By The BOCC At A Level That Will Generate The Necessary Revenue To Satisfy, But Not Exceed, The Remaining Financial Commitment Under The MSTU Agreement (\$15 Million); And Providing That The Final Millage Rate Shall Be Determined Based On The Assessed Property Values Provided By The Property Appraiser's Office In July 2025, And Providing For An Effective Date.

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

**DISCUSSION:** City Clerk Roussin confirmed that the Commission received the correct document. Commissioner Harding commented on the expected lower taxes for the following year.

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

**7. Any Other Business:** None.

**8. Adjournment:** The meeting adjourned at 9:37 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk



**MINUTES**  
**KEY COLONY BEACH CITY COMMISSION**  
**TOWNHALL MEETING**  
Monday, April 14<sup>th</sup>, 2025 – 10:00 am  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Townhall Meeting was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Roll Call. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Tom Harding, Commissioner Doug Colonell (via Zoom). **Absent:** Commissioner Tom DiFrancisco. **Also present:** City Administrator John Bartus, Chief of Police Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Cheryl Baker, Clerk Silvia Roussin.

**Public Attendance: 14**

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

2. **Mayor Foster**  
    a. Topic: Golf Course - Privatize vs. City Operated  
    b. Public Comment & Commissioner Input

Mayor Foster introduced the agenda item, noting that the lease has expired and cautioning about potential liability for the City. Mayor Foster informed that he had talked with the Golf Course Lessee, Daryl Rice, as well as legal counsel, and discussed options such as going out to bid for a new contract or hiring someone to manage the facility internally and invited public comments on the matter.

Dave McKeehan, 2 7th Street, expressed optimism about the Commission's decisions for the city, having spoken with Daryl Rice on the matter and his opinion that the course is in excellent shape. Dave McKeehan further talked about significant increases in memberships, commended Daryl Rice's character, and voiced support for him.

David Evangelista, 838 W. Ocean Drive, expressed support for the current management of the golf course and cautioned against potential negative effects if management is put out to bid. David Evangelista also suggested negotiating with the current management to maintain effective pricing and service.

Len Testa, 828 W. Ocean Drive, discussed significant improvements over the past 20 years and expressed support for negotiating a new contract with the current management.

Richard Pflueger, 240 8th Street, expressed his support for the current course management and argued against the outsourcing of management.

Patricia Evangelista, 838 W. Ocean Drive, voiced agreement with the previous comments and provided additional feedback on investments by the current management and contractual expectations.

Mayor Foster clarified that there is no conflict with Daryl Rice, but the issue concerns contract requirements under the law.

Doug Lipke, a Monte Christo resident, reflected on his long history with the city and highlighted recent improvements to the course. He suggested renegotiating Daryl's contract and believes collaborating with legal on a renewal is the best route, noting the course's condition is at its best since the 1980s.

Mayor Foster commented on contract requirements and for legal to determine the needs.

Vice-Mayor Raspe praised the post-Irma course repairs and noted the loss of trees. Vice-Mayor Raspe expressed support for the current management, and compared it favorably to the City of Marathon, and also commented on timely rent payments.

David Evangelist observed that the city's driving concerns expose it to liability and suggested renegotiations as the most expedient way.

Mayor Foster commented that the city is working with legal on the matter.

Tom Harding suggested that the city collaborate with the management team to identify improvements needed for the golf course.

Commissioner Colonell echoed Commissioner Harding's points and shared his experiences with city-managed golf courses. Commissioner Colonell expressed concerns about the challenges of long-term commitments and effective management planning. Commissioner Colonell emphasized that long-term investments would benefit the course and noted that while management has been good, there is always room for improvement.

Cindy Catto, 601 W. Ocean Drive, spoke against the city operating the golf course and expressed concerns about operating hours, employee coverage costs, and raising green fees. Cindy Catto commented on the summer heat and issues with reclaimed water. Cindy Catto further informed to have been involved in the original draft of the contract and gave support to the current management.

Chet Dunn, 101 E. Ocean Drive, remarked that Daryl Rice is doing a good job on the course.

### **3. Vice-Mayor Raspe**

- a. Topic: City Gardens – Upgrading & Maintaining**
- b. Public Comment & Commissioner Input**

Vice-Mayor Raspe introduced his discussion topic and praised the Beautification Committee for the successful work parties that have taken place. Vice-Mayor Raspe recommended that the city gardens be professionally planted and maintained, and suggested that the city budget be adjusted accordingly.

Dave McKeehan, 2 7th Street, agreed with Vice-Mayor Raspe's comments and discussed the hard work involved with mulching. Dave McKeehan highlighted the improvements achieved with the assistance of volunteers and the Public Works Department. Dave McKeehan further remarked on the progress made in collaboration with Brightview Landscaping Services and the manager, addressing some communication challenges, but urged for ongoing engagement between the Committee, Brightview, and the Public Works Department.

Vice-Mayor Raspe commented on Brightview's prior commitment and their willingness to be committed to the city.

Mayor Foster commented on the budget allocations for flowers. Dave McKeehan updated on improvements that were made and proposals that have been given from Brightview.

Mayor Foster cautioned on expenditures.

Dave McKeehan spoke on expected costs for installation and maintenance of the hanging flowers.

Vice Mayor Raspe emphasized that owners of commercial properties must be held accountable for improvements.

Commissioner Harding discussed the use of reclaimed water, John Deere water wagons, and student volunteers on weekends, which are particularly effective for remote areas.

Sandy Bachman thanked Mayor Foster for addressing the matter and raised concerns about watering new plants and iguanas eating orchids.

#### **4. Commissioner Harding**

- a. Topic: Request for Feedback on providing Wi-Fi Internet at Key Colony Beach Parks
- b. Public Comment & Commissioner Input

Commissioner Harding commented on the availability of free Wi-Fi at his complex, noting that people often utilize it when they are outside. Commissioner Harding spoke about the benefits for residents and mentioned the available technology that would enable the city to provide Wi-Fi in city parks, asking for feedback from the public.

Dave McKeehan, 2 7<sup>th</sup> Street, gave support for the idea and commended the Commission for their proactive work for the city.

Barbara Cisna, 690 11th Street, inquired about affordability. Commissioner Harding explained the anticipated costs for the monthly subscription, hardware installation, and maintenance, as well as the funds that can be allocated for expenditures, with no use of ad valorem taxes.

#### **5. Commissioner Colonell**

- a. Topic: Personalized Pavers for Pathways around the City
- b. Public Comment & Commissioner Input

Commissioner Colonell discussed the concept of pavers, their benefits to the city, contractual requirements, fundraising opportunities, and various brick designs. Commissioner Colonell stated that this was a wonderful idea for the city and a good opportunity to raise funds.

Dave McKeehan, 27th Street, supported the idea and cautioned about how to control messaging and advertising.

Mayor Foster commented on the ability of these concerns to be addressed and confirmed that the matter would be placed on Thursday's Regular City Commission meeting.

#### **6. Next Townhall Meeting: November 17<sup>th</sup>, 2025**

**7. Adjournment:** The meeting adjourned at 11:15 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

# **MINUTES**

## **KEY COLONY BEACH CITY COMMISSION**

### **SPECIAL MEETING**

Monday, May 5<sup>th</sup>, 2025 – 9:30 AM

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

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Special Meeting was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Harding, Commissioner DiFransico, Commissioner Colonell. **Also present:** City Administrator John Bartus, Chief of Police John Bartus, Building Official Tony Lorenzo, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, CPH Architects Brandan Decaro, James Tirado, Nicolle Leon, and Kyle Bechtelheimer.

**Public Attendance:** 8

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 asked for the addition of the 60% Submission of the Exterior & Interior Finish Package. There were no objections, and Mayor Foster asked for a motion to approve.

**MOTION:** Motion made by Commissioner Colonell to approve the agenda. Mayor Foster asked for a second. Commissioner DiFransico seconded the motion.

**DISCUSSION:** None.

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

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

4. **Discussion/Approval Items**

- a. **Presentation by CPH Architect Brandan DeCaro on the 60% Design Development Drawings**

CPH Architect Brandan DeCaro presented the 60% Design Development Drawings and provided a project update, discussed revisions since the schematic designs, presented the exterior and interior finishes, and updated on the schedule and project status.

- b. **Discussion/Approval of the City Hall 60% Design Drawings**

The Commission discussed the need to review the drawings promptly and directed questions regarding design to Brandan DeCaro. Brandan DeCaro addressed inquiries and comments on flood panels, paint colors, showers on the 2nd floor, Post Office design and flood protection, roof color and warranty, as well as EOC needs on the second floor, the use of Marble Hall as a point of last resort, generator size, and acoustic tile ceiling replacement. Building Official Lorenzo confirmed that no design approval from the State was necessary. The discussion continued on management and procedures during EOC needs, along with cost estimates for interior lighting and overall expenses for the building. Brandan DeCaro confirmed his plan to review the minimum hurricane code requirements and to alter the use of wood in the building, while continuing to respond to various questions on design, construction, and both interior and exterior finishes. Discussion ensued regarding the elevation and slope of the parking lot, supplemented by explanations from CPH Architect Kyle Bechtelheimer

on the design needs to comply with ADA requirements and potential alternate design scenarios. After further conversation, Kyle Bechtelheimer agreed to create additional alternate design options for the Commission's consideration, enabling progression into the design phases while deferring the review of the parking lot for a few weeks. Further discussions addressed current ADA accessibility and code requirements.

Mayor Foster asked for a motion to approve the 60% Design Development Drawing, including the design of the exterior and interior finishes of 60% as presented.

**MOTION:** Motion made by Commissioner DiFransico to approve. Mayor Foster asked for a second. Commissioner Colonell seconded the motion.

**DISCUSSION:** None.

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

Mayor Foster confirmed the approval for the 60% Design Drawings minus the grade for the parking lot.

5. **Any Other Business:** None.
6. **Adjournment:** The meeting adjourned at 10:51 AM.

Respectfully submitted,

*Silvia Roussin*

City Clerk



**MINUTES**  
**KEY COLONY BEACH CITY COMMISSION**  
**PUBLIC HEARING**  
Thursday, May 15<sup>th</sup>, 2025, 9:30 am  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer & Roll Call:** The Key Colony Beach City Commission Public Hearing was called to order by Mayor Freddie Foster at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell. **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Building Official Tony Loreno, Chief of Police Kris DiGiovanni, City of Marathon Fire Chief James Muro, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin, Planning & Zoning Board Chair George Lancaster.

**Public Attendance:** 4

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 Vice-Mayor Raspe to approve. Commissioner DiFransico seconded the motion.

**DISCUSSION:** None.

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

3. **Citizen Comments & Correspondence:** None.
4. **Administration of Oath of Witnesses:** City Clerk Roussin administered the Oath of Witness to Building Official Loreno.
5. **Disclosure of Ex-Parte Communication:** None.
6. **Variance Request: A Variance Request by Melanie L. Lyden, the representative for the Melanie L. Richards Revocable Trust, owner of the property at 240 9th Street, Key Colony Beach, Florida 33051, for the installation of a residential pool that would encroach on the side setback by 5 feet.**
  - a. Proof of Legal Publications & Affidavits of Mailing/Posting
  - b. Presentation of Variance Request – Building Department
  - c. Letter of Approval from Neighbor(s)
  - d. Planning & Zoning Board Recommendation
  - e. Planning & Zoning Board Meeting Minutes
  - f. Motion to approve, deny, or approve with conditions

Mayor Foster introduced the variance request and asked Planning & Zoning Chair Lancaster to report. Planning & Zoning Chair Lancaster informed the Board to recommend approval with no objections. Building Official Loreno agreed with the recommended approval of the variance. The applicant was not attending.

Mayor Foster asked for a motion to approve.

**MOTION:** Motion made by Commissioner DiFransico to approve. Mayor Foster asked for a second. Commissioner Harding seconded the motion.

**DISCUSSION:** Vice-Mayor Raspe inquired about the possibility of removing variance procedures similar to those for 7th Street regarding side pool setbacks. Building Official Loreno agreed to remove variances for 7th Street but suggested that 9th Street and adjacent streets be kept for individual property review. Building Official Loreno emphasized the importance of maintaining current codes, and a discussion followed on costs, prior approvals or

denials, and potential changes to variance requirements for pools, setbacks, and accessory structures. The Commission reached a consensus for the Planning & Zoning Board and Building Official Loreno to review setback requirements.

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

7. **Discussion/Approval of a Request by AT&T to Permit the Installation of a Communications Cabinet in the Easement located in front of 601 W. Ocean Drive.**
- a. Presentation of the Request by the Building Department
  - b. Planning & Zoning Board Recommendation
  - c. Planning & Zoning Board Meeting Minutes

Mayor Foster introduced the agenda item and asked for additional comments from the Building Official. Building Official Loreno had nothing further to add. Mayor Foster discussed the benefits of the request for residents, expressed no concerns regarding the cabinet installation, and requested a motion to approve.

**MOTION:** Motion made by Vice-Mayor Raspe to approve. Mayor Foster asked for a second. Commissioner DiFransico seconded the motion.

**DISCUSSION:** None.

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

8. **Other Business:** None.
9. **Adjourn:** The meeting adjourned at 9:40 AM.

**Respectfully submitted,**

*Silvia Roussin*

**City Clerk**

# **MINUTES**

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

Thursday, May 15<sup>th</sup>, 2025 – 9:41 AM  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Regular Meeting & Public Hearing was called to order by Mayor Freddie Foster at 9:41 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Joey Raspe, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell. **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Public Works Department Head Mike Guarino, Building Official Tony Loreno, Chief of Police Kris DiGiovanni, Marathon Fire Chief James Muro, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin, Utility Board Chair Fred Swanson.

**Public Attendance:** 4

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 requested the following additions to the agenda:

### **Under Item 5 for Committee & Department Reports**

- Addendum to 5d. – A letter from the Building Official to the Commission regarding Soil Amendments & Foam Fill

### **Under Item 6 for Consent Action Items**

- Addendum to 6k. Approval of Warrant No. 0425 for \$484,766.60

### **Under Item 9 for the Treasurer's Report**

- Addendum to 9a. Financial Summary, Pg. 2, for Wastewater and Stormwater

### **Under Item 11 for Commissioner Reports & Comments**

- 11a (i) Addendum to the Wastewater report

Mayor Foster asked for any other additions.

Commissioner DiFransico requested the removal of Consent Action Items 6e and i, and to place them under Discussion Action Items.

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

**MOTION:** Motion made by Commissioner DiFransico to approve the agenda. Mayor Foster asked for a second. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** None.

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

3. **Special Requests:**

- a. Proclamation Recognizing National Police Week and Peace Officers Memorial Day

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

**MOTION:** Motion made by Vice-Mayor Raspe to approve. Mayor Foster asked for a second. Commissioner Colonell seconded the motion.  
**DISCUSSION:** Mayor Foster read the Proclamation Title into the record.  
**ON THE MOTION:** Rollcall vote. Unanimous approval.

#### **4. Citizen Comments and Correspondence**

City Clerk Roussin informed of the following citizen correspondence:

- On April 22, 2025, Doug Lipke commented on the Golf Course Lease.
- On April 29, Will Langley raised allegations of misconduct involving Vice-Mayor Raspe.
- On May 12, the "Concerned in KCB" group submitted a letter to the Commission with various questions.

Mayor Foster commented on the "Concerned in KCB" Group and clarified that Dick Harper is the author of the correspondence.

Discussion followed about whether unanimous comments should be included in the citizen correspondence. City Attorney Smits advised that there is no obligation to read the correspondence, only a requirement to preserve the record, and Mayor Foster confirmed that future unanimous correspondence will not be included in citizen correspondence.

Cindy Catto, a KCB resident, asked for a status update on the golf course and basketball court.

Mayor Foster reported that the golf course lease was signed with a mutual understanding of how to move forward and without any further need for committee involvement at this time. Mayor Foster also updated that a basketball hoop has been added to the tennis court and provided details on the location.

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

##### **a. Marathon Fire/EMS – Marathon Fire Chief James Muro**

Fire Chief Muro presented his report for April, detailing calls and meetings, providing an update on the CPR class that was held, giving information about a county-wide virtual drill for moving and managing patients, and discussing the anticipated helicopter delivery. Mayor Foster informed about his participation in a drill for the Coast Guard Auxiliary. Fire Chief Muro further reported that approval was granted for the purchase of a Fire/EMS boat, and benefits regarding response, cost, and life expectancy were discussed.

##### **b. Police Department – Chief DiGiovanni**

Chief DiGiovanni thanked the City Commission for the Proclamation and gave his report for April. Mayor Foster commented on the proposed purchase of the Polaris Ranger and spoke about benefits for the Police Officers.

##### **c. City Administrator's Report – John Bartus**

City Administrator Bartus commented on legislative actions taken in Tallahassee and possible changes for the upcoming year. Mayor Foster expressed disappointment regarding TDC funds available to the city, hoping that City Administrator Bartus will bring change and provided further comments on the city's funding needs.

City Administrator Bartus advised on possibly joining the DAC Committee and confirmed that he would reach out to the County for guidance.

City Administrator Bartus informed to be working with legal on the 'Bricks' contract.

**d. Building/Code Department – Building Official Loreno**

Building Official Loreno commented on his report, which included Samantha Rodamer passing her Permit Technician exam, the progress of the restaurant, potential outages caused by the AT&T Fiber Optics project, previous damage from the Hot Wire Fiber Optics project and planned repairs, the benefits of the golf cart for the building and code department, and the cleaning of offices.

Discussion followed about the need to clean up papers in the garage and the safety concerns raised by Mayor Foster.

Building Official Loreno commented on his Soil Amendment Report about the lack of licensing and oversight for foam injections and soil amendments, as well as the need for public awareness, modifications to procedures for permit requirements, and engineering sign-offs. A discussion followed regarding the state of seawalls in the city, existing code violations, code requirements, and potential changes to city standards.

Mayor Foster inquired about the details needed for permits and possible improvements. Building Official Loreno provided information on current standards and confirmed that benchmark data would be included in the permits. Building Official Loreno also updated on the progress of the Marble Hall kitchen.

Commissioner Harding commented on the availability of documents on the city's website and suggested that the Code Officer audit contractors who advertise services in the city.

**e. Public Works – Public Works Department Head Guarino**

Commissioner Harding requested an update on the walkway by the tennis court tiki. Public Works Department Head Guarino reported that they are awaiting engineering plans. A discussion ensued regarding how to proceed, future construction in the area, and the expected grant funds in July for improvements around 7th and 8th Street, as well as Shelter Bay, to align the plans for the tennis courts and tiki hut with those improvements.

**f. City Hall – City Clerk Roussin**

**g. Beautification Committee – Sandra Bachman**

**h. Planning & Zoning Board – George Lancaster**

**i. Recreation Committee – Cindy Catto**

**j. Utility Board – 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 Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*

**a. City Commission Public Hearing Minutes 03-20-2025**

- b. City Commission Regular Meeting Minutes 03-20-2025
- c. City Commission Public Hearing Minutes 04-17-2025
- d. City Commission Regular Meeting Minutes 04-17-2025
- ~~e. Approval for the purchase of a 2025 Polaris Ranger for \$22,898.50 for the Building Department~~
- f. Approval of a contract renewal with Atlantic Pipe Services for \$30,500.00
- g. Approval of a contract renewal with Brightview Inc. for Landscape Services for \$37,080.00
- h. Approval of a contract renewal with Southern Group for Lobbyist Services for \$54,000.00
- ~~i. Approval of the termination of contractual engineering services with K2M~~
- j. Approval of moving the June 16<sup>th</sup> City Commission Meeting to June 11<sup>th</sup>, 2025
- k. Approval of Warrant No. 0425 **\*\*TBA\*\***

Mayor Foster asked for a motion to approve the agenda item, excluding Items 6e and i.

**MOTION:** Motion made by Commissioner DiFransico to approve the agenda. Mayor Foster asked for a second. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** None.

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

## 7. Discussion Action Items

- a. Discussion/Approval of a change to Wastewater Commercial Billing per the recommendation from the Utility Board

Mayor Foster introduced the agenda item. Utility Board Chair Fred Swanson discussed the recommendation to raise commercial fees to match residential fees and reported that the Marina billing procedure is still under consideration. Commissioner Harding explained the recommended changes and anticipated billing adjustments and suggested providing equitable notice to affected properties regarding the increase in wastewater billing. Mayor Foster proposed October 1st as the implementation date for the change and urged notifying the properties as soon as possible. Commissioner Harding recommended supporting the Utility Board's proposal and providing notice to the commercial property owners about the change effective October 1st.

**MOTION:** Motion made by Commissioner Harding to accept the Utility Board's recommendation and to provide a notice to commercial property owners for the change to become effective October 1<sup>st</sup>.

**DISCUSSION:** Commissioner DiFransico asked about the pool offset. Commissioner Harding explained the commercial water meter readings and cautioned on implementing the process for the city in its entirety.

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

- b. **Discussion/Approval for the purchase of a 2025 Polaris Ranger for \$22,898.50 for the Building Department ~~\*\*pulled from Consent Action Items\*\*~~**

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

**MOTION:** Motion made by Mayor Foster to approve. Mayor Foster asked for a second. Commissioner DiFransico seconded the motion.

**DISCUSSION:** Mayor Foster explained the available funds for the purchase, the benefits of accessibility and use, including the ability to use them after a storm, and staff requests. A discussion followed regarding the type of carts, storage, the use of moving trailers, parking benefits, licensing needs, and the use of the truck by the Public Works Department. Department heads agreed on the benefits of using golf carts.

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



**c. Approval of the termination of contractual engineering services with K2M \*\*pulled from Consent Action Items\*\***

Mayor Foster introduced the agenda item and asked Commissioner DiFransico for comments. Commissioner DiFransico inquired about K2M's involvement in city projects. Commissioner Harding discussed the active contract for the Dry Floodproofing Project and the progress made with the State and FEMA. Mayor Foster confirmed that the contract is a separate entity. City Attorney Smits advised on the effective date for non-renewal. Mayor Foster highlighted the agreement and better options for comparable service. City Attorney Smits provided further comments on the scope of the agreement. Building Official Lorenzo confirmed access to several engineers if needed.

**MOTION:** Motion made by Vice-Mayor Raspe to terminate the K2M Engineering Contract effective as of May 2025. Commissioner Colonell seconded the motion.

**DISCUSSION:** None.

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

**8. Ordinances & Resolutions**

**a. Adoption of Resolution 2025-03:** A Resolution by the City Commission of the City of Key Colony Beach, Florida, Amending the City's Fiscal Year 2024-2025 Budget; and providing for an effective date.

Mayor Foster introduced the agenda item and asked Commissioner Harding to provide further details. Commissioner Harding explained the proposed budget amendment, outlining the changes made and the expected grant reimbursements.

**MOTION:** Motion made by Commissioner Harding to approve Resolution 2025-03.

**DISCUSSION:** Mayor Foster asked City Administrator Bartus about expectations for TDC funding. City Administrator Bartus discussed budget limitations, grant applications, and requests for next year's budget. Mayor Foster emphasized caution regarding next year's budget and grant applications.

**MOTION:** Mayor Foster asked for a second. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** None.

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

**b. Adoption of Resolution 2025-04:** A Resolution by the City Commission of the City of Key Colony Beach, Florida, providing recommendations from the potential Solution List of Projects within Appendix G of the approved U.S. 1 Transportation Master Plan to improve traffic flow, alleviate congestion, improve safety and assist in improving the level of service on U.S. 1.

Mayor Foster read the proposed resolution and asked Commissioner Harding to provide more details. Commissioner Harding explained the purpose of the Transportation Committee meetings and the process for gathering proposed projects from the municipalities that the County will submit to FDOT in July for approval.

**MOTION:** Motion made by Commissioner Harding to approve Resolution 2025-04. Vice-Mayor Raspe seconded the motion.

**DISCUSSION:** Commissioner Harding confirmed that the project list for the city has been submitted to David Rice for review and forwarded to the Monroe County Commission. Commissioner Harding provided additional information on a proposed ferry service to alleviate traffic congestion on US1, which is included in the list of proposed projects.

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

## **9. Secretary-Treasurer's Report**

### **a. April 2025 Financial Summary \*\*TBA\*\***

Commissioner Harding reminded of the June 1st deadline to submit department budget requests for the upcoming fiscal year. Commissioner Harding noted that the general financial reports are still outstanding and will be provided next month. Commissioner Harding also presented the financial report for Wastewater and updated the status of revenue and expenses for Wastewater, as well as the checking account for Stormwater.

### **b. 2025/2026 Stormwater Assessment**

Commissioner Harding spoke about the review of the annual stormwater assessment, upcoming deadlines, and the proposal not to raise stormwater rates this year. Commissioner Harding discussed the need for grants to support stormwater projects necessary to complete large initiatives in the city. Commissioner Harding clarified the definition of stormwater, the fee assessment, and the differences in commercial accounts. He elaborated on proposed changes to the units for commercial accounts, leading to a discussion about how to implement changes for both residential and commercial assessments and determining the appropriate rate to charge. The Commission agreed on a base rate of \$80.00 for both residential and commercial assessments and settled on the subsequent number of units for the purpose of the Stormwater Assessment:

- Cabana Club 4 Units
- KCB Realty 1 Unit
- Circle K 1 Unit
- Mobile Gas Station 1 Unit
- Key Colony Inn 2 Units
- Marina 2 Units
- Shopping Center 6 Units
- Glunz 46 Units
- Key Colony Beach Hotel 40 Units

Commissioner Harding confirmed the implementation of the changes, and City Clerk Roussin verified that there is sufficient time for the required ordinance changes and to follow up on the question regarding the assessment for Havana Jacks.

## **10. City Attorney's Report**

### **a. State of City Contracts**

City Attorney Smits elaborated on his memo to the Commission regarding the legal requirements for contracts, best practices, general procurement packages, various bidding options, piggybacking contracts, and sole-source purchases.

Mayor Foster commented on current contracts, which was followed by a discussion about the city's contracts, the flexibility of certain agreements, and the contract requirements specified in bid documents. City Attorney Smits offered insights on the benefits of adhering to city contracts that include terms and affidavits designed to protect the city. Additional commentary centered on the terms of purchase orders and their compliance with contract stipulations.

Mayor Foster called for a five-minute break at 11:45 AM.

The meeting resumed at 11:50 AM.

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

### **a. Commissioner Tom Harding**

#### **i. Wastewater Sampling Summary Report of May 12<sup>th</sup>, 2025**

Commissioner Harding presented his report on wastewater, noting that there were no numbers for COVID-19, flu, and RSV, but some increases are expected this summer.

#### **ii. Update on the FDOT work project for Pedestrian Safety at US1 and Sadowski Causeway**

Commissioner Harding informed that all studies had been completed and that a modified standard operating plan had been agreed upon, but no timing or details regarding the construction/execution plan were provided.

#### **iii. Update to the South Florida Regional Planning Council meeting on April 24, 2025**

Commissioner Harding provided an update on the Council meeting, including their approval of the city's comprehensive plan, as well as discussions regarding garbage disposal and the comparison of landfills versus an incinerator. Commissioner Harding addressed expected timelines and commented on the needs for recycling and landfills.

Commissioner Harding further commented on observing cement trucks and commercial fuel delivery vehicles at night, suggesting code changes for delivery times of commercial vehicles. Commissioner comments followed.

Commissioner Harding stated that the Stormwater issue at Sadowski Causeway has not yet been resolved.

### **b. Commissioner Doug Colonell**

Commissioner Colonell suggested working on standardized language for building permits and volunteered to address the matter.

### **c. Commissioner Tom DiFransico: Nothing further.**

### **d. Vice-Mayor Joey Raspe: Nothing further.**

### **e. Mayor Freddie Foster**

#### **i. 2025 City Administrator Evaluation**

Mayor Foster addressed the feedback from the City Commission regarding the Administrator Evaluations, having discussed it with the City Administrator, and is planning a salary increase for the upcoming year.

Mayor Foster reminded of the next City Commission meeting on June 11<sup>th</sup>.

Mayor Foster requested the preparation of the budget calendar in anticipation of the summer. City Clerk Roussin confirmed.

Commissioner Colonell informed about the upcoming CPG Engineers meeting to evaluate the City Hall building's electrical, plumbing, and air conditioning systems. Commissioner Colonell indicated that the 90% drawings are on track and nearing the bidding process.

## 12. Citizen Comments

Kurt Diehl, 540 12th Street, inquired about an update on the potential opening of the ramp behind the Post Office and commented on its benefits to residents in the community. Kurt Diehl also asked about the schedule for stormwater management on 12th Street.

Mayor Foster stated that the stormwater improvements for 11th and 12th Streets, along with West Ocean Drive, still need to be addressed, and grant applications are under consideration by the State to complete the project.

Mayor Foster requested input regarding the boat ramp question. The Commission discussed the potential opening of the boat ramp, including usage controls, the distinction between city-owned and private property, benefits for residents, conditions during low tide, the ramp's condition, possible liability issues, and traffic control.

**13. Adjournment:** The meeting adjourned at 12:16 PM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

# CITY OF KEY COLONY BEACH Millage/Budget Adoption Calendar Fiscal Year 25/26 - DRAFT

**City Meetings are indicated in BLACK**  
**TRIM Millage & Budget items are indicated in GREY**

June 1	<i>Tentative Property Appraisal Value Available from Property Appraiser's Office</i>
July 1	<i>Property Appraiser Certifies Assessed Property Values on Form DR 420</i>
<b>Monday, July 7</b>	<b><u>City Commission Workshop #1: FY25/26 Budget Discussion – 9:30 am</u></b>
<b>Monday, July 14</b>	<b><u>City Commission Workshop #2: FY25/26 Budget Discussion – 9:30 AM</u></b>
<b>Thursday, July 17</b>	<b><u>City Commission Meeting FY25/26 Budget Discussion – 9:30 am</u></b> <i>City Commission adopts proposed millage rate and selects dates, times and places for public hearings via resolution. Review of proposed General Fund budget.</i>
Friday, July 22	<i>Submit DR-420 with proposed millage, dates, times, and places for public hearings to Property Appraiser</i>
<b>Thursday, August 21</b>	<b><u>City Commission Meeting FY 25/26 Budget Discussion – 9:30 am</u></b> The City Commission will hold further budget discussions.

NOTE: First Public Hearing must be between September 3<sup>rd</sup> and September 18<sup>th</sup> and can't conflict with Monroe County BOCC (Wednesday, September 3<sup>rd</sup> and Wednesday, September 10<sup>th</sup>) or Monroe County School Board Public Hearings (Tuesday, July 29<sup>th</sup>, Tuesday, September 9<sup>th</sup>). Final Public Hearing must be within 15 days of first public hearing.

<b>Thursday, September 11</b>	<b><u>Time Specific – Special City Commission Meeting - First Public Hearing FY24/25 Budget- City Hall - 5:05 PM</u></b> First Public hearing to adopt tentative budget and millage rate
<b>Saturday, September 13</b>	<b><u>Advertisement of final public hearing</u></b>
<b>Thursday, September 18</b>	<b><u>City Commission Meeting 9:30 am</u></b>
<b>Thursday, September 18</b>	<b><u>Time Specific – Special City Commission Meeting - Final Public Hearing FY25/26 Budget - City Hall - 5:05 PM</u></b> Final Public hearing to adopt final budget and millage rate

*City of Key Colony Beach*

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



## CONTRACT RENEWAL

THIS CONTRACT RENEWAL is made and entered into the date last written below, by and between the City of Key Colony Beach, Florida ("City"), and **Iguana Control** ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated **April 28, 2022** (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the second renewal option in accordance with the terms of the Original Contract, attached hereto as Exhibit A.
2. The Renewed Contract shall commence on **October 5, 2025**, and expire on **October 4, 2026**.
3. The Parties agree that in addition to the Original Contract, Parties will execute the City's Standard Contract and Affidavits, attached hereto as Exhibit B, required to conduct business with the City, both attached hereto.
4. All terms and conditions of the Original Contract are renewed solely with respect to the scope of services. Any conflict between the Original Contract, Exhibit A, and the City's Standard Contract, Exhibit B, shall be controlled by this renewal and the City's Standard Contract, Exhibit B.

NOTE: A copy of the original contract must accompany this renewal.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
SIGNATURE OF MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

\_\_\_\_\_  
DATE

# **EXHIBIT A**





## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Jennifer@IguanaControl.com | www.IguanaControl.com

**RECIPIENT:****Municipality of Key Colony Beach**

600 West Ocean Drive  
Key Colony Beach, Florida 33051

**Estimate #4799**

Sent on 10/25/2021

Total \$15,600.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Monitoring (Weekly for 1 year)	Monitoring includes a minimum of 2 weekly visits (more frequent if necessary) to trap (as needed) and employ aggressive methods (netting, noosing, and pellet) for an entire year.	1	\$15,600.00	\$15,600.00*

Monthly program \$1,300

Sunset Park  
24.717697,-81.025229

Key Colony Golf  
24.723667,-81.020472  
( between 7th and 8th)

Utility Facility  
Trailers  
24.724828,-81.021499  
( row of bushes surrounding )

Tikki Hut  
24.721644,-81.018729

Ask Sunset for permission  
24.722033,-81.013547

Park  
24.722992,-81.013792

Entrance to city  
24.731751,-81.020592  
24.732055,-81.020323  
24.731124,-81.020434  
End if Entrance  
24.722140,-81.018193



## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Jennifer@IguanaControl.com | www.IguanaControl.com

- Impact -

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Service Agreement: Iguana Control Inc. - Commercial	<p>Service Agreement: Iguana Control Inc.</p> <ul style="list-style-type: none"><li>- Effective Iguana treatment requires consistent monitoring for nests and their displacement to reduce iguana nesting sites.</li><li>- Owner holds Iguana Control Inc. and its affiliates harmless for any loss of plant life.</li><li>- Labor is included in all installation of barrier, monitoring or any service as noted.</li><li>- In absence of signatures, issuance of payment and acceptance of payment constitute a binding agreement.</li><li>- Our annual programs call for over 100 visits. On a per visit basis, you will find Iguana Control pricing is extremely competitive.</li></ul> <p>The undersigned agent, owner or acting manager fully grants Iguana Control Inc and its agents full access to property. Permission for complete access to property for services required; including repeat visits for multiple applications and use of utilities.</p>			

**Payment in the amount of \$1,300.00 will be required to begin.**

\* Non-taxable

I agree to pay Iguana Control Inc. or any of its agents the full cost of this agreement. Verbal agreements between owner and Iguana Control Inc. are not enforceable. Payment is due on acceptance of this estimate. All liens and legal fees will be paid by the property owner.

Subtotal	\$15,600.00
Monroe County Sales Tax (7.5%)	\$0.00
Total	\$15,600.00

Signature: \_\_\_\_\_

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

4/28/22

# **EXHIBIT B**

## **THE CITY OF KEY COLONY BEACH, FLORIDA**

### **Contract for Goods & Services**

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

#### **1. TERM**

The term of this Contract shall be from October 5, 2025 to October 4, 2026.

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

#### **2. CONTRACTOR'S SERVICES**

Contractor shall provide:

-Monitoring a minimum of two (2) weekly visits (more frequent if necessary) to trap (as needed) and employ aggressive methods (netting, noosing, and pellet) for an entire year at Sunset Park, Key Colony Golf Course, Utility Facility Trailers, Tikki Hut, Sunset Park (with permission), and at the entrance of the City.

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

#### **3. COMPENSATION**

The City shall compensate Iguana Control in the amount of \$15,600.00, to be paid in full on an annual basis. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt.

#### **4. INSURANCE**

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or

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

☒ **General Liability Insurance**

Amount:  \$1,000,000.00

☐ **Professional Liability Insurance**

Amount:

☐ **Vehicle Liability Insurance**

Amount:

☐ **Workers Compensation Insurance**

Amount:  Statutory Limits

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

## 5. WARRANTY

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

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

- a. *Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the

correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.

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

## **6. DELAY IN PERFORMANCE**

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

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

- c. *No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.
- d. *Notification of Delay.* Contractor shall provide written notice to the City in accordance with section 9 of this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Failure to submit the notice of claim strictly in accordance with the provisions of section 9 shall bar any claim of Contractor.

## **7. REPROCUREMENT UPON TERMINATION**

If this Agreement is terminated by the City for cause, in addition to all other remedies, Contractor shall be liable for all expenses incurred by the City in reprocurring elsewhere the same or similar items or services offered by Contractor.

## **8. NOTICE OF CLAIM**

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

## **9. COMPLIANCE WITH LAWS AND POLICIES**

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

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

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

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

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

#### **10. INDEPENDENT CONTRACTOR STATUS**

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



## **11. TERMINATION**

### **A. WITHOUT CAUSE**

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

### **B. TERMINATION FOR BREACH**

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

### **C. IMMEDIATE TERMINATION BY THE CITY**

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

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

## **12. ASSIGNMENT**

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

## **13. AMENDMENT**

This Contract may be amended only with the mutual consent of the parties. All

amendments must be in writing and must be approved by the City of Key Colony Beach, Florida.

#### **14. INDEMNIFICATION, GOVERNING LAW & VENUE**

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

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

#### **15. E-VERIFY**

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

#### **16. REPRESENTATIONS, WARRANTIES & DEBARMENT**

Affidavits pertaining to the matters set forth below are attached hereto labeled as "*Attachment C*". Contractor represents and warrants to the City of Key Colony Beach, Florida, upon execution and throughout the term of this Contract that:

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

voluntarily relinquished under threat of disciplinary action, or restricted in any way;

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

## **17. CONFIDENTIALITY**

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

## **18. BILLING**

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

## **19. THIRD-PARTY BILLING AND PAYMENT**

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

## **20. CONTRACT RECORDS RETENTION**

Pursuant to Florida Statute 119.0701, contractor agrees to:

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

to the public agency in a format that is compatible with the information technology systems of the public agency.

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

## **21. ETHICS CLAUSE**

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

## **22. CONFLICT OF INTEREST**

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

## **23. SEVERABILITY**

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

## **24. COUNTERPARTS**

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

## **25. WAIVER**

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as

provided by this Contract and/or the policies of the City does not relieve the Contractor of the indemnification provisions contained within this Contract.

**26. CAPTIONS**

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

**27. ENTIRE CONTRACT**

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

**28. NOTICES**

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

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

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051  <u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 <sup>rd</sup> Floor Islamorada, FL 33036	<u>The Contractor:</u> Iguana Control 6615 W. Boynton Beach Blvd #121 Boynton Beach, Florida 33437 jennifer@iguanacontrol.com
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

**29. NO WAIVER OF SOVERIGN IMMUNITY**

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

**30. NO THIRD-PARTY BENEFICIARIES**

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

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**FOR CITY OF KEY COLONY BEACH, FLORIDA:**

\_\_\_\_\_  
SIGNATURE OF MAYOR

\_\_\_\_\_  
DATE

**FOR CONTRACTOR:**

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

# ATTACHMENT A





## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Jennifer@IguanaControl.com | www.IguanaControl.com

### RECIPIENT:

#### Municipality of Key Colony Beach

600 West Ocean Drive  
Key Colony Beach, Florida 33051

### Estimate #4799

Sent on 10/25/2021

Total \$15,600.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Monitoring (Weekly for 1 year)	Monitoring includes a minimum of 2 weekly visits (more frequent if necessary) to trap (as needed) and employ aggressive methods (netting, noosing, and pellet) for an entire year.	1	\$15,600.00	\$15,600.00*

Monthly program \$1,300

Sunset Park  
24.717697,-81.025229

Key Colony Golf  
24.723667,-81.020472  
( between 7th and 8th)

Utility Facility  
Trailers  
24.724828,-81.021499  
( row of bushes surrounding )

Tikki Hut  
24.721644,-81.018729

Ask Sunset for permission  
24.722033,-81.013547

Park  
24.722992,-81.013792

Entrance to city  
24.731751,-81.020592  
24.732055,-81.020323  
24.731124,-81.020434  
End if Entrance  
24.722140,-81.018193



## Iguana Control

6615 W. Boynton Beach Blvd., #121, Boynton Beach, Florida 33437  
(855) 525-5656 | Jennifer@IguanaControl.com | www.IguanaControl.com

- Impact -

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Service Agreement: Iguana Control Inc. - Commercial	<p>Service Agreement: Iguana Control Inc.</p> <ul style="list-style-type: none"><li>- Effective Iguana treatment requires consistent monitoring for nests and their displacement to reduce iguana nesting sites.</li><li>- Owner holds Iguana Control Inc. and its affiliates harmless for any loss of plant life.</li><li>- Labor is included in all installation of barrier, monitoring or any service as noted.</li><li>- In absence of signatures, issuance of payment and acceptance of payment constitute a binding agreement.</li><li>- Our annual programs call for over 100 visits. On a per visit basis, you will find Iguana Control pricing is extremely competitive.</li></ul> <p>The undersigned agent, owner or acting manager fully grants Iguana Control Inc and its agents full access to property. Permission for complete access to property for services required; including repeat visits for multiple applications and use of utilities.</p>			

**Payment in the amount of \$1,300.00 will be required to begin.**

\* Non-taxable

I agree to pay Iguana Control Inc. or any of its agents the full cost of this agreement. Verbal agreements between owner and Iguana Control Inc. are not enforceable. Payment is due on acceptance of this estimate. All liens and legal fees will be paid by the property owner.

Subtotal	\$15,600.00
Monroe County Sales Tax (7.5%)	\$0.00
Total	\$15,600.00

Signature: \_\_\_\_\_

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

4/28/22

# **ATTACHMENT B**

# ATTACHMENT C

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Authorized Representative)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Signature, NOTARY PUBLIC

\_\_\_\_\_  
My commission expires:

STAMP/SEAL

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

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

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

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

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

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

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

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

# AFFIDAVIT OF SOLVENCY

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

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

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

\_\_\_\_\_  
Signature of Affiant

STATE OF \_\_\_\_\_ ) COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

## DEBARMENT CERTIFICATION

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By \_\_\_\_\_  
Authorized Signature/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number



## **DRUG FREE WORKPLACE FORM**

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

---

(Name of Business)

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

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

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

\_\_\_\_\_  
Applicant's Signature

**BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

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

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Representative)

Dated: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF \_\_\_\_\_,  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
My commission expires

**THE CITY OF KEY COLONY BEACH, FLORIDA**

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
(Signature of Bidder)

DATED: \_\_\_\_\_

STATE OF \_\_\_\_\_,

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
(name of individual signing)

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:



June 5th, 2025

Samantha Rodamer.  
Building Assistant  
City of Key Colony Beach  
(305)289-1212, ext. 110 (office)  
(786)933-0726 (cell)  
[Buildingassistant@keycolonybeach.net](mailto:Buildingassistant@keycolonybeach.net)

RE: 130 8 Street Key Colony  
BLK: 8 Lot: 66  
B24-000419

We are formally requesting an extension to the time allocated on building permit number (B24-000419) for the completion of the approved foundation of the property. We had a personal family matter arise causing us to reallocate funds. Furthermore delaying our ability to start the project because we needed to secure funding or acquire a construction loan. As well as we realized that the 2 pool drawings for the approved permit were not part of the package. We have been notified that pool permit drawings are ready to submit. We will submit them in the next couple of days.

Thank you in advance for extending the permit foundation timeline. We appreciate your understanding and look forward to getting started asap.

If you have any questions or comments please do not hesitate to contact me.

Best Regards,

ANTHONY R. MARTIN  
PRINCIPAL  
CGC-061293

## 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.

CITY OF KEY COLONY BEACH 305-289-1212			
WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS	<h1>BUILDING PERMIT</h1>	ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS TYPE OF CONSTRUCTION/ ALTERATION: Anthony Martin / ARM Structural Inc. New residential duplex 00074720-000000 \$776,620.00	
<b>WARNING TO OWNER; YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.</b>  Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day.  <b>FOR INSPECTIONS, PLEASE CALL 305-289-1212 EXT. 3 OR EMAIL INSPECTION REQUESTS TO BUILDINGASSISTANT@KEYCOLONYBEACH.NET PLEASE NOTE ALL INSPECTIONS MUST BE EMAILED OR CALLED IN NO LATER THAN 2PM FOR NEXT DAY INSPECTIONS.</b>		Lot: __ 66 __ Block: __ 8 __ Street Address: <u>VACANT 8TH ST</u> Subdivision: <u>KEY COLONY BEACH 1ST ADD</u> Property Owner: <u>CONCH HAUS HOLDINGS, LLC</u> Date Issued: <u>01/13/2025</u> Expiration Date: <u>04/13/2026</u> Permit No. <u>B24-000419</u>	
Inspection Type	Date Approved	Inspector	Comment

## Posted Rules

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

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

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

All vehicles parked in the street must face the proper direction of travel.

**Do not park on adjoining properties, this is trespassing.**



**CITY OF KEY COLONY BEACH**

Warrant Number	0525
Items paid from	May 1, 2025
to	May 31, 2025
First Horizon Checking Account - 6871	\$453,267.45
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$129,794.93
Infrastructure Reserve Account - 8644	-
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	-
Sewer Account - 6006	\$191,424.95
TOTAL DISBURSEMENTS	<u><u>\$774,487.33</u></u>



**MITTAUER**  
**& ASSOCIATES, INC.**  
CONSULTING ENGINEERS &  
PROJECT FUNDING SPECIALISTS  
**NOW A PART OF *cph***

THE SAME GREAT TEAM. NOW WITH EVEN MORE RESOURCES.

580-1 WELLS ROAD  
ORANGE PARK, FL 32073  
PHONE: (904) 278-0030  
FAX: (904) 278-0840  
WWW.MITTAUER.COM

May 21, 2025

Mayor and City Commission  
City of Key Colony Beach  
600 W. Ocean Drive  
Key Colony Beach, FL 33051

RE: Engineer's Recommendation of Award  
7<sup>th</sup> & Shelter Bay Drive Drainage Improvements, Phase 1  
City of Key Colony Beach, Florida  
Mittauer & Associates, Inc. Project No. 0604-20-1

Dear Mayor and City Commissioners:

On May 20, 2025, three (3) bids were received in response to the City's Advertisement for Bids on the 7<sup>th</sup> & Shelter Bay Drive Drainage Improvements, Phase 1 project. We have reviewed the bids and have found the below listed Contractor to be low bidder for this project. Attached is a copy of the Certified Bid Tabulation which we have prepared. Contingent upon approval by your attorney, as well as receipt of proper bonds and insurance certificates, we recommend that the project be awarded as follows:

CONTRACTOR: LPS Utilities, Inc. dba LPS Contracting  
300 Sadowski Causeway, Suite 309  
Key Colony Beach, FL 33051  
Tel: (815) 337-7130  
Email: info@lps-contracting.com

TOTAL AWARD AMOUNT: \$482,756.00

We look forward to continuing our services on the Construction Phase of this project. As always, we remain available to answer any questions.

Sincerely yours,  
CPH Consulting, LLC,  
formerly Mittauer & Associates, Inc.

Jason R. Shepler, P.E.  
Vice President of Environmental Services

JRS/pj  
Enclosure

7th and Shelter Bay Drive Drainage Improvements, Phase 1  
City of Key Colony Beach, Florida  
Project No. M060420.000  
Client No. 0604-20-1

**CERTIFIED BID TABULATION**  
Bids Received by 2:00 p.m. on May 20, 2025

By: 

	<b>1</b> <b>LPS Utilities, Inc. dba</b> <b>LPS Contracting</b>	<b>2</b> <b>Charley Toppino</b> <b>&amp; Sons, Inc.</b>	<b>3</b> <b>Mike Haack</b> <b>Excavating, Inc.</b>
Base Bid	\$467,756.00	\$788,491.00	\$891,776.32
Utility Relocation Allowance	\$15,000.00	\$15,000.00	\$15,000.00
<b>TOTAL BID</b>	<b>\$482,756.00</b>	<b>\$803,491.00</b>	<b>\$906,776.32</b>

## ESTIMATE

### AFFORDABLE ASPHALT

94411 Overseas Highway  
Tavernier, FL 33070

office@aapavers.com  
+1 (305) 853-1189

### KEY COLONY BEACH CITY HALL

#### Bill to

City Hall  
600 West Ocean Dr  
Key Colony Beach,  
Key Colony Beach  
FL  
33051

#### Ship to

City Hall  
600 West Ocean Dr  
Key Colony Beach,  
Key Colony Beach  
FL  
33051

#### Estimate details

Estimate no.: 3772  
Estimate date: 05/27/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Paving	Dig and remove unfit material to reach firm unyielding sub base Haul material to site owned by KCB Supply and install lime rock base as needed up to 12" Grade and compact surfaces to reach density Apply tack coat to all surfaces to be paved Pave prepared surfaces using hot-type SP9.5 asphalt at 2 inches in compacted thickness	1	\$24,440.00	\$24,440.00
Total						\$24,440.00

Accepted date

Accepted by

---

# *BIG D PAVING CO INC*

---

## **PARKING LOT @ KEY COLONY BEACH PARK-53025-BDP**

---

\*\*\*\*Job is prices with normal access, i.e., dump trucks being able to dump in the footprint of the court. If we must dump in the street and must shuttle materials in, there will be additional charges\*\*\*\*

**New Parking area-4,200 SF**

**SITEWORK/DEMOLITION:** **\$ 6,500.00**

**All demolished materials to be disposed of properly.**

- A. Remove grass.
- B. Remove existing base rock.
- C. Cut and fill to prepare sub-grade. No import or export fills.

**NEW PARKING AREA:** **\$ 53,180.00**

- A. Laser grade 12" of compacted sub-base and compact to 98% density.
- B. Provide and place eight (8) inches of lime rock, laser graded and compacted to 98% density.
- C. Prime rock base with SS-1H.
- D. Pave with one and one half (1.5) inches of **SP-9.5R** hot mix asphalt, one lift. .
- E. Density tests are included.
- F. Travel expenses are included.
- G. Striping and car stops by others.

**TOTAL PRICE: \$ 59,680.00**

NOTE: Although we use the finest materials available, e.g., FDOT approved rock base (lime rock and crushed concrete) and virgin asphalt to avoid contaminants, Big D Paving cannot be responsible for contaminants in the rock base and asphalt.

### **OWNER TO PROVIDE:**

- A. Stable access road to the work site from the nearest paved road.
- B. Source of potable water to within 100' of courts.

### **EXCLUSIONS:**

- 1. LAYOUT/SURVEYING
- 2. PERMIT FEES
- 3. AS-BUILTS
- 4. SOILS TESTING
- 5. ASBESTOS REMOVAL
- 6. COST OF CONFLICT
- 7. WELL POINTING
- 8. VIBROCOMPACTION/PILES

9. DEMUCKING
10. EXCAVATION OF ROCK
11. COST OF SUPPORTING UTILITY POLES
12. SHEETING/SHORING
13. RELOCATION OF UTILITY POLES
14. CONSTRUCTION/SILT FENCE
15. TRASH REMOVAL
16. CONTAMINATED/UNSUITABLE MATERIAL REMOVAL/REPLACEMENT
17. TREE RELOCATION AND PROTECTION
18. LANDSCAPING
19. DRAINAGE AND UTILITIES
20. BUILDING DEMOLITION
21. ELECTRICAL DISCONNECT
22. TOPSOIL

ALTHOUGH WE WILL BE VERY CAREFUL TO AVOID DAMAGE, WE CANNOT BE RESPONSIBLE FOR DAMAGE DUE TO NECESSARY ACCESS.

**\*\*\*\*40% deposit, remainder at completion\*\*\*\***

I sincerely thank you, Rick South

## **ORDINANCE NO. 2025-499**

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FIFTEEN OF THE CODE OF ORDINANCES, ENTITLED STORMWATER UTILITY SYSTEM; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Key Colony Beach supports protection of our environment by controlling stormwater run-off and containment of any contaminants therein and,

**WHEREAS**, the City of Key Colony Beach has provided for water quality improvements in a stormwater master plan, project site, construction bids, and design for stormwater improvements and,

**WHEREAS**, the City of Key Colony Beach is required to establish a system of user fees, charges or assessments to provide for the maintenance, operation and recovery of capital costs associated with stormwater management and, a current copy of the City's unit assessment is attached hereto as Exhibit "A" and,

**WHEREAS**, the City of Key Colony Beach would like to increase the annual assessment to improve the Stormwater financial position in order to continue with proposed projects to mitigate localized flooding from excessive rain events,

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

### **Section 1: Recitals**

The above recitals are true and correct.

### **Section 2: Effective Date**

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

### **Section 3: Amendment**

Section 15-4 of Article I, "Stormwater Utility System" of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

#### **Sec. 15-4. Schedule of rates.**

- (a) The city administrator is directed to prepare a list of lots and parcels within the city and assign a classification of residential or commercial to each lot or parcel.
- (b) The service assessment imposed shall be the rate of eighty dollars (\$80.00) per residential unit or residential lot or ~~one hundred sixty dollars (\$160.00)~~ eighty dollars (\$80.00) per commercial parcel, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial parcel for stormwater services and facilities provided during the delinquency period.

**FIRST READING** by the City of Key Colony Beach City Commission this 11<sup>th</sup> day of June, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 17<sup>th</sup> day of July, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, this 17<sup>th</sup> day of July, 2025.

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

\_\_\_\_\_  
Silvia Roussin, City Clerk

*Approved as to form and legal sufficiency:*

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



# EXHIBIT A

### Key Colony Beach Commercial Property

Item	Description	Address	Units	2025-2026 Tax
1	Cabana Club	425 E. Ocean Dr.	3	\$ 240.00
2	KCB Realty	220 Sadowski Cswy	1	\$ 80.00
3	Circle K Gas Station	13100 Overseas Hwy	1	\$ 80.00
4	Mobile Gas Station	13155 Overseas Hwy	1	\$ 80.00
5	Key Colony Inn Restaurant	700 W. Ocean Dr.	2	\$ 160.00
6	Marina	400 Sadowski Cswy	2	\$ 160.00
7	Causeway Shopping Center	300 Sadowski Cswy	6	\$ 480.00
8	Glunz Ocean Beach Club	351 E. Ocean Dr.	38	\$ 3,040.00
9	Dry Tortugas	301 E Ocean Dr.	8	\$ 640.00
10	Key Colony Beach Motel	441 E. Ocean Dr.	40	\$ 3,200.00
11	Havanah Jacks	401 E. Ocean Dr.	5	\$ 400.00
	Total			\$ 8,560.00

### Key Colony Beach Residential Property

Item	Description	Address	Residential Units	2025-2026 Tax
1	Continental Inn	1121 W. Ocean Dr.	43	\$ 3,440.00
2	Sea Isle Condominium	1101 W. Ocean Dr.	36	\$ 2,880.00
3	Sunset Beach Club	581 E. Ocean Dr.	36	\$ 2,880.00
4	Seapointe Condominium	101 E. Ocean Dr.	30	\$ 2,400.00
5	Cay Condominium	601 W. Ocean Dr.	51	\$ 4,080.00
6	Castillo Del Sol	799 W. Ocean Dr.	30	\$ 2,400.00
7	Key Colony Point	1133 W. Ocean Dr.	37	\$ 2,960.00
8	Standard single family home		1	\$ 80.00

## ORDINANCE NO. 2025-500

**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.**

**WHEREAS**, the City of Key Colony Beach provides sewer facilities and bills residential property owners for those services quarterly and commercial customers monthly; and

**WHEREAS**, the quarterly and monthly rates were increased in October 2024; and

**WHEREAS**, the City Commission deems it necessary to increase commercial wastewater billing rates to promote fairness and ensure the financial responsibility of the City's wastewater utility; and

**WHEREAS**, the City Commission desires that the sewer treatment plant and system operate in a financially responsible manner and not deplete current reserves; and

**WHEREAS**, the City Commission desires to protect the health and safety of the citizens through routine maintenance of the sewer treatment plant and infrastructure.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, as follows: (Additions to the ordinance are underlined; deletions are ~~crossed-out~~.)

### **Section 1: Recitals**

The above recitals are true and correct.

### **Section 2: Amending Section 14-6 of the Code of Ordinances**

Section 14-6 of the Code of Ordinances for the City of Key Colony Beach, Florida, are hereby amended as follows:

## **CHAPTER 14. SEWERS AND SEWAGE DISPOSAL**

### **Section 14-6. Monthly rates and charges.**

The monthly rates and charges for the services and uses of the city sewer facilities will be as follows:

Residential living unit . . .	\$71.00 (\$213.00/quarter)
Apartment and condominium living unit . . .	\$71.00 (\$213.00/quarter)
Laundry machines, commercial, standard load (that are	

a part of apartments and condominiums) . . .	\$32.00
Laundry machines, commercial, large load (that are a part of apartments and condominiums) . . .	\$97.50
Recreational buildings (that are a part of apartments or condominiums) . . .	\$80.00
All commercial accounts, per 100 gallons of water consumed	\$2.47
Or a minimum of <del>64.00</del> <b>\$71.00</b> per unit monthly, whichever is greater.	
User of sewer system facilities not otherwise listed above to be determined by use factors.	

Monthly rates and charges listed above shall be effective October 1, ~~2024~~ **2025**.

**Section 3: Severability and Conflict**

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

**Section 4: Inclusion in the Code of Ordinances and Land Development Regulations**

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

**Section 5: Effective Date**

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

**FIRST READING** by the City of Key Colony Beach City Commission this 11<sup>th</sup> day of June, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 17<sup>th</sup> day of July, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, this 17<sup>th</sup> day of July, 2025.

\_\_\_\_\_  
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. 2025-501**

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CODE OF ORDINANCE ARTICLE VI – FINANCE, SECTION 2-75 TO INCREASE THE COMPETITIVE BIDDING THRESHOLD TO ALIGN WITH FLORIDA STATUTE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, Florida Statutes § 287.057(3) provides that purchases exceeding the threshold in Category Two must generally follow competitive sealed bid or proposal procedures, except under limited statutory exemptions such as single-source procurement; and

**WHEREAS**, Category Two, as defined in Florida Statutes § 287.017, currently establishes a threshold of \$35,000.00, which is widely recognized by state agencies and municipalities as the point at which formal competitive procurement requirements apply; and

**WHEREAS**, aligning the City’s formal bid threshold with the Category Two threshold established in Florida law ensures consistency with state procurement standards and facilitates streamlined compliance; and

**WHEREAS**, modernizing the City’s procurement threshold to match the \$35,000 limit improves efficiency without compromising transparency or fiscal oversight, particularly for purchases that qualify as single-source acquisitions under Florida law; and

**WHEREAS**, increasing the formal bid threshold to \$35,000.00 will allow the City to respond more quickly to operational needs, reduce procedural delays, and better manage taxpayer resources.

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

### **Section 1: Recitals**

The above recitals are true and correct.

### **Section 2: Effective Date**

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

### **Section 3: Amendment**

Section 2-75 of Article VI, “Finance” of the Administration of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

#### **Sec. 2-75. - Purchases or contracts.**

(a) No purchase or contract for purchase of equipment, material, supplies or services, other than professional services exempt under Florida Statute, may be made by the city commission

when the purchase price thereof is in excess of ~~twenty-five thousand dollars (\$25,000.00)~~ thirty-five thousand dollars (\$35,000.00) unless made after open competitive bidding. The city commission shall have the right to accept or refuse any or all bids. This requirement applies to a single and not a cumulative project. This requirement shall not apply to purchases of commodities and contractual services from purchasing agreements established by and maintained by the State of Florida. It further does not apply to purchases of commodities, equipment, or material exempted from bidding by Florida Statutes where available only from a single source. This section shall not be construed to limit or prevent any exemptions from bidding requirements provided by Florida Statutes.

**Section 4: Severability and Conflict**

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

**Section 5: Inclusion in the Code of Ordinances**

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

**Section 6: Effective Date**

This ordinance shall become effective upon its adoption by the City of Key Colony Beach Commission.

**FIRST READING** by the City of Key Colony Beach City Commission this 11<sup>th</sup> day of June, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 17<sup>th</sup> day of July, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Joey Raspe	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Doug Colonell	NO _____	YES _____

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, this 17<sup>th</sup> day of July, 2025.

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

\_\_\_\_\_  
Silvia Roussin, City Clerk

*Approved as to form and legal sufficiency:*

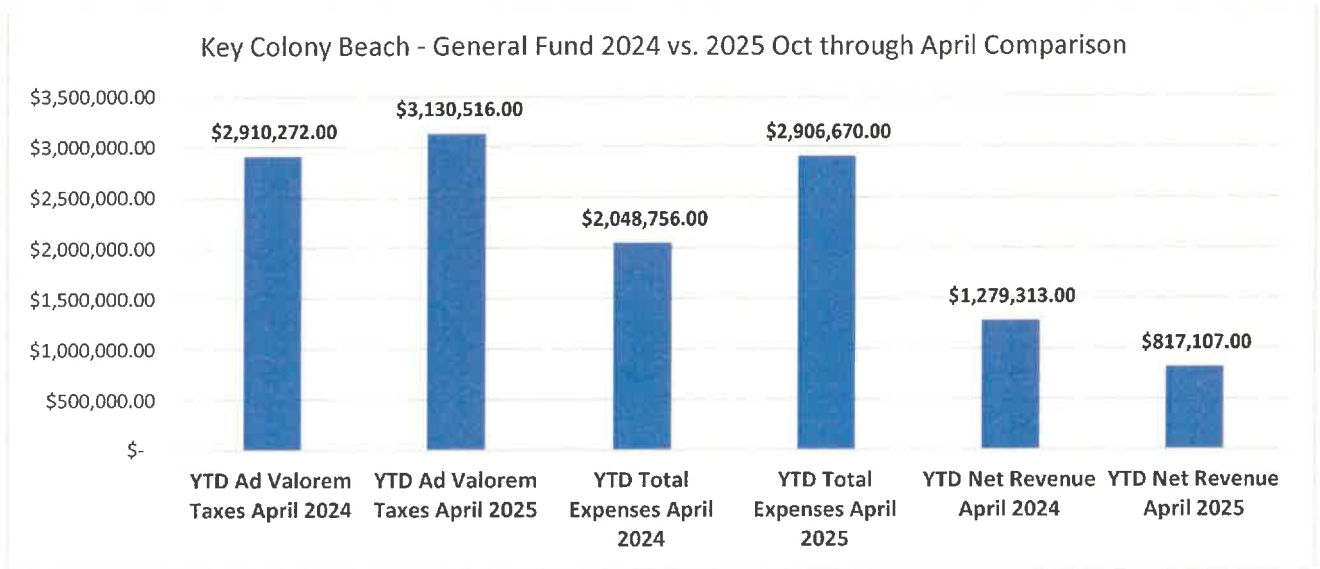
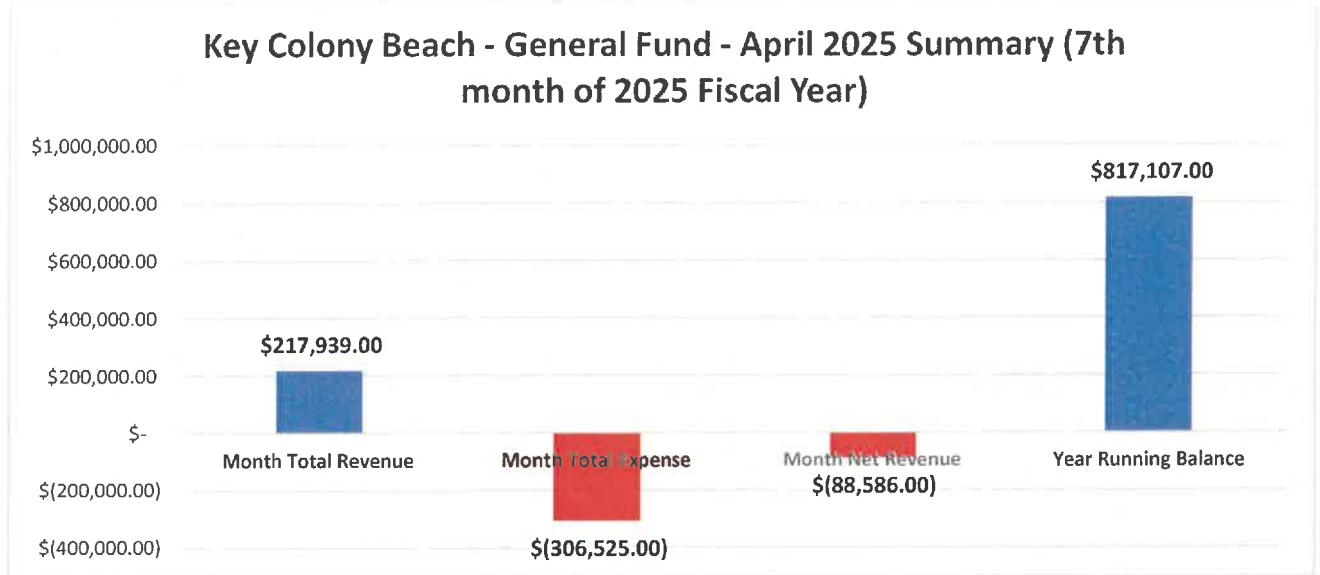
\_\_\_\_\_  
Dirk M. Smits, Esq. B.C.S., City Attorney



## City of Key Colony Beach Treasurer's Report – June 11, 2025

### April 30, 2025, financial summary – General Fund

- ✓ 7th Month of the 2025 fiscal year budget- Monthly plot below:



**City of Key Colony Beach Treasurer's Report – June 11, 2025**

**April 30, 2025, financial summary – General Fund**

**Comments:**

- **Reminder, April financials were not available at our last meeting for the General Fund. Last month we reviewed Wastewater and Stormwater for April 2025, so it will not be repeated in this summary.**
- **Revenue is on track for 2025 to be consistent with planned budget of a 7.5% increase over 2024 revenue as of YTD.**
  - **Ad Valorem taxes at 97% of the planned budget as of this month**
  - **Primary revenue for the last 5 months will be from Business Tax licenses and Interest earning.**
  - **Continued tracking of grant reimbursements status by staff**
- **Expenses tracking slightly over budgeted expenses by \$22,862.00, 0.8% over planned budget at 7 months.**
- **As planned from the budget, expect to have a negative net balance at the end of the fiscal year with expenses higher than revenue. Estimated range to be in the range of - \$300,000.00 at the end of the year. In line with budgeted estimate last year. Final amount will be dependent on grant reimbursements timing.**
- **Building Fund**
  - **Revenue below budgeted estimate by 22%, driven by lower revenue from Building Permits.**
  - **Expenses below budgeted estimate by 36%**
  - **Net revenue at \$8,352.00**

**2026 Budget updates:**

- **Starting meetings on budget prep for 2026**
  - **Monroe County certification needed by 22JL25**
- **2025 estimated taxable value received from Monroe County**
  - **\$1,293,028,382 Gross Taxable Value**
    - **6.63% increase over 2024 (\$1,212,561,686 Gross Value)**