

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, August 15th, 2024 – 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. Agenda Additions, Changes & Deletions**
- 3. Special Request**
- 4. Citizen Comments and Correspondence – Pgs. 1-2**
- 5. Approval of Minutes**
 - a. May 13th, 2024 – City Commission Townhall Meeting – **Pgs. 3-6**
 - b. June 20th, 2024 - City Commission Public Hearing – **Pgs. 7-8**
 - c. June 20th, 2024 – City Commission Regular Meeting – **Pgs. 9-18**
 - d. July 18th, 2024 – City Commission Regular Meeting – **Pgs. 19-27**
- 6. Committee and Department Reports** (written reports provided; Staff and Board Chairs available for questions)
 - a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card – **Pgs. 28-30**
 - b. City Administrator’s Report – John Bartus – **Pg. 31**
 - c. Police Department – Chief DiGiovanni – **Pgs. 32-45**
 - d. Building/Code Department – Building Official Loreno – **Pgs. 46-48**
 - e. Public Works – Public Works Department Head Guarino – **Pgs. 49-50**
 - f. City Hall – City Clerk Roussin – **Pgs. 51-53**
 - g. Beautification Committee – Sandra Bachman
 - h. Planning & Zoning Board – George Lancaster
 - i. Recreation Committee
 - j. Utility Board - Bill Fahs
- 7. FY24/25 Budget Discussions/Approvals**
 - a. **Draft Budget updates for General Fund, Wastewater Budget, Stormwater Budget.**
- 8. City Administrator Items for Discussions & Approvals:**
 - a. Update on Marble Hall, Administrative Offices, and overall progress
 - b. Request for approval to go forward with a \$1 million Stormwater Stewardship Grant for the Sadowski/Clara area

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

9. City Commissioner Items for Discussion/Approval

- a. Discussion/Approval for the purchase of an F-150 Ford Truck for the Police Department in the amount of \$48,670.65 – **Pgs. 54-57**
- b. Discussion/Approval for a request by Chief DiGiovanni to fill a vacancy in the Police Department – **Pg. 58**
- c. Discussion/Approval for a proposal by Rhodes Plumbing for replacing the Marble Hall sewer main line in the amount of \$9,950.00 - **Pg. 59**
- d. Discussion/Approval for a recommendation by the Building Official to discontinue the Annual Rentalscape Service – **Pgs. 60**
- e. Discussion/Approval of a recommendation by the Utility Board to approve/disapprove the renewal of the US Water Contract *****Tentative pending the Special Utility Board meeting on 08-13-2024*****
- f. Discussion/Approval of a recommendation by the Utility Board to award ITB 2024-02 for the WRF UV Contact Tank Rehabilitation to Reynolds Construction in the amount of \$734,500.00.
- g. Discussion/Approval of a recommendation by the Utility Board to approve a proposal for the Digester Access Stair Removal and Replacement by Reynolds Construction in the amount of \$98,981- **Pgs. 61-77**
- h. Discussion/Approval for a recommendation by the Utility Board to direct legal to draft a city code amendment to change sewer inspection timelines and to provide for the city to remedy any failures at its own expense to be recovered after repairs are made; and to determine if the city can enter a property without the property owners consent. – **Pgs. 78-80**
- i. Discussion/Approval for a recommendation by the Utility Board to approve a draft Ordinance regarding an increase in monthly sewer rates and charges (If approved, First Reading under Item 10b.)
 - a. Draft Ordinance 2024-XXX – **Pgs. 81-82**
- j. Discussion/Approval of the Utility Board's recommendation to approve the contract between Insituform Technologies, LLC and the City of Key Colony Beach for the clean and camera of the city's sewer lines.- **Pgs. 83-121**
- k. Discussion/Approval of a recommendation by the Utility Board for the contract renewal agreement between G-Tech and the City of Key Colony Beach – **Pgs. 122-139**

10. Ordinances & Resolutions

- a. **Resolution 2024-08:** A Resolution Of The City Of Key Colony Beach, Florida, Imposing The Annual Stormwater Utility Special Assessments For Fiscal Year Commencing October 1, 2024; Approving The Assessment Roll; Providing For Collection Of The Assessments; And Providing For An Effective Date; - **Pgs. 140-143**

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- b. First Reading Ordinance 2024-491:** 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. 144-145**

11. Secretary-Treasurer's Report

- a. July 2024 Financial Summary – Pgs. 146-148**
- b. Approval of Warrant 0724 in the amount of \$815,317.56- Pg. 149**

12. City Attorney's Report

13. Commissioner's Reports & Comments

- a. Commissioner Harding**
 - i. Wastewater Sampling Summary Report from August 12th, 2024 **TBA****
 - ii. South Florida Water Management District - Lower East Coast Water Supply Plan Update - Stakeholder Meeting Feedback**
- b. Commissioner DiFrancisco**
- c. Commissioner Colonell**
- d. Vice-Mayor Foster**
- e. Mayor Raspe**

14. Citizen Comments

15. Adjournment

**This meeting will be held at the City Hall Auditorium 'Marble Hall',
600 W. Ocean Drive, Key Colony Beach, Florida 33051.**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/83007883203?pwd=fONfZAZ83NpfUaKuXY9iOViyKIZrn.1>

Passcode: 973854

Or One tap mobile:

+13052241968,,83007883203#,,, *973854# US

+13126266799,,83007883203#,,, *973854# US (Chicago)

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 305 224 1968 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171

Webinar ID: 830 0788 3203

Passcode: 973854

International numbers available: <https://us02web.zoom.us/j/83007883203?pwd=fONfZAZ83NpfUaKuXY9iOViyKIZrn.1>

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From: Joe Schmidt <bigjoesbt@hotmail.com>

Sent: Wednesday, July 31, 2024 10:05 AM

To: KCB Mayor <Mayor@keycolonybeach.net>; Freddie Foster <freddie.foster@keycolonybeach.net>; Tom DiFransico <tom.difransico@keycolonybeach.net>; Doug Colonell <doug.colonell@keycolonybeach.net>; Tom Harding <tom.harding@keycolonybeach.net>; Silvia Roussin <cityclerk@keycolonybeach.net>

Subject: Fw: [External] KCB Solar

Good morning all,

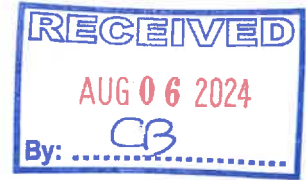
At the last few commission meetings, you have been discussing solar collection on city properties and mentioned SALT in your discussions. I would like to recommend you invite Ray Johnson, President of Florida Solar One, Inc. for his input and potential quotes on all possible locations.

Recently I had Ray Johnson install a solar collection system on my roof in KCB. It is a flawless installation and has been paying dividends ever since. I consulted SALT in the beginning of my inquiries on solar and found Ray to be much more informative, his proposals more inclusive and his prices considerably lower. Ray is a professional engineer and has an exhaustive list of satisfied customers and testimonials.

Please accept my recommendation and contact Ray. I personally guarantee you will not regret doing so.

Regards,
Joe Schmidt
430 4th St.

James & LeeAnn Steinhauer
1333 SW 17th Pl
Cape Coral, FL 33991



August 1, 2024

RE: 191 3rd Street
Key Colony Beach, FL 33991

Subject: Objection to Proposed Annual Stormwater Assessment

Dear City of Key Colony Beach,

I am writing to formally express my disagreement with the notice of a potential annual stormwater assessment that I recently received. While I understand the importance of effective stormwater management, I have several concerns regarding this proposed assessment.

Firstly, the notice lacks detailed information about the specific projects or improvements that this assessment will fund. Transparency is crucial in gaining the support and understanding of affected property owners. Without a clear breakdown of how these funds will be utilized, it is challenging to justify the additional financial burden.

Secondly, I am concerned about the fairness and equitability of the assessment. The method used to calculate each property owner's share should be clearly explained and should take into account the varying impacts and contributions to stormwater runoff from different properties. It appears that this assessment may disproportionately affect certain property owners, which raises questions of fairness, specifically comparing a single-family dwelling, in our case, just 634 sq. ft., with an assessment of \$80.00 to a large hotel with an assessment at just \$165.00.

Furthermore, I would like to know if there have been any alternative funding mechanisms considered. Exploring options such as grants, loans, or public-private partnerships might alleviate the need for an additional assessment on property owners.

Lastly, I believe that there should be a provision for exemptions or reductions for property owners who have already implemented effective stormwater management practices on their properties. Encouraging and recognizing such efforts can promote broader community participation in stormwater management.

I appreciate your attention to these concerns and look forward to your response addressing the points raised. Ensuring transparent, fair, and justified assessments is vital for maintaining the trust and cooperation of property owners.

Sincerely,

James & LeeAnn Steinhauer

MINUTES
KEY COLONY BEACH CITY COMMISSION
TOWNHALL MEETING

Monday, May 13th, 2024 – 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 Townhall meeting was called to order by Mayor Joey Raspe, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Colonell. **Also Present:** Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.
2. **Introduction of Guests:** Mayor Raspe introduced Erin Deady to the public.
3. **Monroe County Vulnerability Assessment Project for Key Colony Beach (2nd/Final Public Hearing)**
 - a. Presentation by Erin Deady, PA
 - b. Questions/Comments by the Commission & Public

Erin Deady presented an outline of the presentation, informed on the required tasks for the Resiliency Planning Grant 22PL97, and explained the purpose behind the Vulnerability assessment, including future funding opportunities, the implementation of policies, and integrating adaptation responses. Erin Deady explained the State of Florida requirements and what data needs to be examined. Erin Deady continued giving an example analysis and provided maps to present the data. Erin Deady explained the asset classes required for the State evaluation and how the determination is made on what is vulnerable.

Erin Deady continued her presentation on sea level rise and high tide flooding and explained the requirements for incorporating rainfall into future sea level rise studies. She also provided further data on future estimates and spoke on the asset assessment for the sensitivity analysis to prioritize assets.

Erin Deady informed about the CRS program and the potential for discounts on flood insurance rates. Erin Deady spoke on other resiliency efforts, including the watershed program and regional collaboration outreach programs for elevation data and road planning.

Erin Deady informed of the next steps in the vulnerability assessment and the finalization of the report. Erin Deady stated the possibility of coming back one more time and gave a timeline for the final steps in the project.

Erin Deady gave additional explanations on State requirements to model scenarios of flooding.

Erin Deady answered questions on the redevelopment of evacuation studies and possible impact factors. Erin Deady gave further information on adaption plan requirements for the FKAA, FKEC, and FDOT and continued explaining the purpose of the study, grant expectations, cost sharing, and the study being non-binding. Erin Deady stated that the city was proactive and informed on the requirement for the vulnerability assessment for future grants.

Erin Deady confirmed that digital maps and GIS data will be provided, and a story map will be created to give a clear understanding.

Erin Deady provided further information on the State's requirement for the use of tide gauges and the pursuit of a natural resource adaptation plan and explained the purpose of range projections.

Erin Deady continued answering residents' questions and explained the formulation of an adaption plan to identify and define projects. Erin Deady thanked the Commission and stated to follow up with open questions from residents.

4. Mayor Raspe

- a.** Topic: Public Input to address the potential of a Solar Referendum.
- b.** Public Comment & Commissioner Input

Mayor Raspe introduced the agenda item and asked the public for comments and suggestions.

Dave McKeehan commented on the solar panels in the retention pond affecting a small number of people in the city and a possible referendum on solar panels being more effective on city buildings. Mayor Raspe clarified to the public that no action would be taken at the Townhall meeting. James LeConte stated no support for solar panels.

5. Commissioner Colonell

- a.** Topic: The rebuilding of City Hall: Steel, piles, windows, floor leveling
- b.** Public Comment & Commissioner Input

Commissioner Colonell asked for a discussion on rebuilding City Hall and informed on having walked the building with the Building Official. Commissioner Colonell stated the structure to be solid and advised maintaining it. Commissioner Colonell noted that the floor has been sagging for 6 years and cautioned that expenses will increase the longer we wait. Commissioner Colonell spoke further about improvements to shore up the second floor and the use of poly injections to stabilize the base floor. Commissioner Colonell suggested obtaining prices and estimates and receiving an engineer's recommendations on how to proceed. The Commission discussed whether the size of the building would be sufficient for staff.

Vice-Mayor Foster asked residents questions about prior information about the building.

Sandy Bachman asked about empty space under the building, which Vice-Mayor Foster stated he would address during his report.

James LeConte agreed with hiring an engineer to obtain a professional opinion and put the project out to bid. A resident agreed with the use of pin piles for the building.

Mayor Raspe agreed with Commissioner Colonell that time is of the essence and asked the Commission to have a plan for the future soon.

Commissioner Harding recalled prior engineers having recommended pin pilings and suggested looking at the suggestion for cost. Commissioner Colonell stated that a structural engineer should make the determination and gave further input on the structure and possible repairs.

Commissioner Harding agreed that an engineer could make a recommendation based on boring and pin pile reports.

6. Vice-Mayor Foster

- a.** Topic: Information regarding old City Hall stabilization and leveling.
- b.** Public Comment & Commissioner Input

Vice-Mayor Foster informed about poly foam injection and explained its uses and benefits. Vice-Mayor Foster said it would be easier than pin piles to fill the voids and stabilize and lift the floor.

Commissioner DiFransico asked about multiple washouts caused by multiple flooding and the possibility of more washouts beneath the foam.

Vice-Mayor Foster reported that literature suggests to mitigate areas for that purpose but hesitated on the results of some of the studies. Vice-Mayor Foster gave his opinion on the ability of steering engineers depending on views and on the island settling since it was built.

The Commission discussed the use of pin piles and use of foam.

Townhall meeting attendee Donald Steamer gave concerns about foam becoming buoyant from flooding.

Vice-Mayor Foster said he had not seen such a scenario in literature and suggested that the company answer

the question.

Commissioner Colonell informed that the area in question is small and imagined for water to disburse. James Leconte suggested hiring an engineering firm and putting the project out to bid to the requested qualifications.

Key Colony Beach resident Dave McKeehan stated that he favored foam, explained its composition, and suggested researching its use in similar situations.

Vice-Mayor Foster encouraged to read available data on the matter.

There were no further comments.

7. Commissioner Harding

- a. Topic: Update on the Community Rating System (CRS)**
- b. Public Comment & Commissioner Input**

Commissioner Harding asked to clarify information on the Community Rating System. Commissioner Harding explained discounts for flood insurance and incentives for improvements. Commissioner Harding informed for information to be available on the city's website, spoke of the current CRS discount of 15% in a class 7, and the city being the lowest class in the Keys. Commissioner Harding informed for the next update to be provided in October and for FEMA having received all information for the audit. Commissioner Harding explained contractual difficulties with FEMA and an outside contractor has led to limitations in communications. Commissioner Harding gave further details on the number of residents participating in the National Flood Insurance Program, with an average savings of \$255.00 per resident. Commissioner Harding stated to receive more information later in the Summer and advised to challenge the agent/insurance company if no flood insurance discount is received. Vice-Mayor Foster stated frustration for residents not receiving the discount and struggling with the city's efforts for the program. Commissioner Harding informed that FEMA offered to investigate any claims of not receiving a discount. Vice-Mayor Foster encouraged to follow up with Commissioner Harding if not receiving the discount.

8. Commissioner DiFransico

- a. Topic: Revised Sewer Billing Approach**
- b. Public Comment & Commissioner Input**

Commissioner DiFransico explained not having attended the last meeting and discussion. Commissioner DiFransico spoke on the current assessment of fees and comparison to other cities. Commissioner DiFransico spoke on the current assessment of a flat quarterly fee and a proposed revised sewer billing approach. Commissioner DiFransico explained that the revised billing will include a fixed charge plus a variable charge based on the amount of water usage. Commissioner DiFransico gave an estimate of \$42.50 instead of \$67.00 per month in addition to \$5.86 per a thousand gallons of water. Commissioner DiFransico gave examples of what he would have paid with the new assessment and for it to provide a more equitable arrangement. Commissioner DiFransico thanked Utility Board member Donald Steamer for his work on the subject and detailed current costs through FKAA and cost comparisons to the City of Marathon. Commissioner DiFransico explained accommodations by the FKAA for pool water usage and leaks and informed of the possibility for FKAA to provide an additional meter. Commissioner DiFransico asked for this to be a more equitable approach and asked for public comments.

Larry Mills voiced opposition to a change in the assessment of fees and commented on the cost of his irrigation system and water evaporation in his pool.

Don Mint, 560 9th Street, explained having gone through a change in billing twice in separate instances and that the change in billing was minimal. Don Mint asked about the purpose of the discussion for the benefits of minuscule amounts of money.

Donald Steamer stated that the Commission should have a responsibility to all residents and for a flat system to reward the extremities and punish the conservatives. Donald Steamer detailed the proposed change and how it would affect residents in the city. Donald Steamer spoke of excessive water users in the city and for it not being fair to be paid by the rest of the city

Larry Mills asked if the city will provide a separate meter for washing his boat, among other things, similar to the City of Marathon. Commissioner DiFransico informed the FKAA to provide a separate meter if requested but could not inform of the cost.

Donald Steamer commented further on a separate water meter and clarified that the FKAA will provide a discount for a pool leak every five years.

Commissioner DiFransico confirmed that Donald Steamer's calculations required the same amount of money to allow the plant to operate.

Donald Steamer commented that the same budget numbers are used in the proposed system compared to the current one and that costs to process water are increasing.

9. Next Town Hall Meeting: Mayor Raspe announced that Town Hall meetings would be suspended until November and encouraged residents to continue providing input during the summer.

Commissioner DiFransico asked for more comments from the community and to send them to the City Clerk to be shared with the Commission.

10. Adjournment: The meeting adjourned at 11:16 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION

PUBLIC HEARING

Thursday, June 20th, 2024 – 9:30 am

Located at 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 Joey Raspe at 9:30 am followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via zoom). **Also present:** City Attorney Dirk Smits, Building Official Ed Borysiewicz, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Gransee.

Mayor Raspe recognized good cause for Commissioner Colonell to attend via Zoom.

2. **Agenda Additions, Deletions, or Changes:** None.
3. **Citizen Comments & Correspondence:** None.
4. **Administration of Oath of Witnesses:** City Clerk Gransee administered the Oath of Witness.
5. **Disclosure of Ex-Parte Communication:** None.
6. **Discussion/Approval for the installation of a 12,000-pound four-post boat lift at the property located at 76 7th Street, per the recommendation of the Planning & Zoning Board.**
 - a. Presentation by the Building Department: Building Official Borysiewicz presented the applicant's request for a four-post lift and recommended approval.
 - b. Statement by Applicant: None.
 - c. Letters of Consent from Neighbors: Included in the agenda packet.
 - d. Planning & Zoning Board Recommendation – Chair George Lancaster
 - i. Letter of Recommendation
 - ii. Meeting Minutes from May 15th, 2024
 - e. Commission Discussions
 - f. Motion to approve, deny, or approve with conditions: Mayor Raspe asked for a motion to approve.

Mayor Raspe spoke on behalf of Planning & Zoning Chair George Lancaster and informed on the Board's recommendation to approve the request unanimously.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

7. **Discussion/Approval for the installation of a 10,000-pound four-post boat lift at the property located at 73 7th Street, per the recommendation of the Planning & Zoning Board.**
 - a. Presentation by the Building Department: Building Official Borysiewicz presented the applicant's request and recommended approval.
 - b. Statement by Applicant: None.
 - c. Letters of Consent from Neighbors: Included in the agenda packet.
 - d. Planning & Zoning Board Recommendation – Chair George Lancaster
 - i. Letter of Recommendation
 - ii. Meeting Minutes from May 15th, 2024
 - e. Commission Discussions
 - f. Motion to approve, deny, or approve with conditions: Mayor Raspe asked for a motion.

Mayor Raspe spoke on behalf of Planning & Zoning Chair George Lancaster and informed on the Board's recommendation to approve the request unanimously.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Discussion/Approval of an Architectural Review for the property located at 1000 W. Ocean Drive per the recommendation of the Planning & Zoning Board.

- a. Presentation by the Building Department
- b. Statement by Applicant
- c. Planning & Zoning Board Recommendation – Chair George Lancaster
 - i. Letter of Recommendation
 - ii. Meeting Minutes from May 15th, 2024
- d. Commission Discussions
- e. Motion to approve, deny, or approve with conditions

Mayor Raspe introduced the agenda item and asked Building Official Borysiewicz to elaborate. Building Official Borysiewicz referred to City Attorney Dirk Smits.

City Attorney Dirk Smits explained the applicant's request for the matter to be sent back to the Planning & Zoning Board, subject to applicable fines and coming into compliance.

City Clerk Gransee swore in the applicant's attorney Jack Bridges.

Mr. Jack Bridges confirmed the applicant's request.

City Attorney Smits confirmed that the matter will be heard at the July Planning & Zoning Board meeting, subject to paying all accrued and current fees and coming to compliance with the property.

9. Other Business: None.

10. Adjourn: The meeting adjourned at 9:39 am.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, June 20th, 2024 – 9:40 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 Regular Meeting was called to order by Mayor Joey Raspe at 9:40 am, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via Zoom). **Also present:** City Attorney Dirk Smits, Building Official Ed Borysiewicz, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, and City Clerk Silvia Gransee.

Mayor Raspe moved the City Attorney's report to the beginning of the agenda.

City Attorney Dirk Smits spoke on the managerial responsibilities of the position of City Administrator and recommended that the position be advertised for the duties of City Administrator on a part-time basis with no benefits subject to a legal contract provided by City Attorney Smits. City Attorney Smits elaborated on his recommendation and asked for consideration by the Commission. Vice-Mayor Foster agreed and asked if the contract includes the waiving of FRS benefits. City Attorney Smits confirmed and stated that the contract will be reviewed by the Commission.

2. Agenda Additions, Changes & Deletions:

City Clerk Gransee informed of the following agenda additions:

- Deletion of Item 5b. and 5d. Meeting minutes from May 13th and May 16th
- Under Item 8g, in addition to the proposal from Construct Build, a proposal from IDB Custom Builders for Sadowski Bridge repairs in the amount of \$22,082.00 was received.
- Addendum to Item 8h. for Commissioner DiFransico's presentation on Wastewater invoicing.
- New Item 8k: Discussion/Approval on the pursuit of Florida Opioid Allocations of Funds for FY24-25.
- Addendum under Item 12 a.(i) to the Wastewater Report

The Commission had no objections to the changes.

3. **Special Request:** A special request by Luis Alonso to make a presentation to the City Commission regarding the transfer of building rights associated with the property located at 721 West Ocean Drive to the City of Marathon.
 - a. Letter to the City Clerk
 - b. Proposed Interlocal Agreement
 - c. Preliminary Design Options

Mayor Raspe introduced the agenda item and asked Mr. Luis Alonso to present his special request. Luis Alonso, 940 Shelter Bay Drive, spoke about his builder experience in the City of Key Colony Beach and Marathon. Luis Alonso gave the benefits of his proposal and turned the presentation over to Planner Donald Craig from the Spottswood Law Firm. Donald Craig informed on having prepared today's package and gave history on his background as the Planning Director in Monroe County, the private sector as well as the Planning Director for the City of Marathon. Don Craig spoke on the proposed Interlocal Agreement recognizing the 22 units that once existed at 721 Ocean Drive and were destroyed by a recent hurricane. Don Craig asked that 18 units be allowed to be transferred to the City of Marathon and explained that these units are exempt from regulations. Don Craig further stated that the agreement did not require changes to the city's Land Development Regulations and

detailed the benefits of less traffic and density reduction. Don Craig stated that the city does not have a mechanism for transferring the units and that Mr. Luis Alonso has approved an account of up to 100K to pay for staff and legal fees associated with approving an Interlocal Agreement with the City of Marathon. Don Craig explained that both cities, as well as the State of Florida, must approve the agreement and asked for questions and concerns.

Vice-Mayor Foster asked Brian Shea, Planning Director for the City of Marathon, to elaborate. Brian Shea stated that the City of Key Colony Beach currently lacks the mechanism for the transfer and detailed the process needed to accomplish it. Vice-Mayor Foster informed having talked to City of Marathon Manager George Garrett, who expressed similar views. Planning Director Brian Shea stated to be happy to help with any ordinance changes. Commissioner DiFransico was concerned about creating a precedence that could be used in the future. Don Craig did not believe so and for the units to be exempt from current regulations and for the agreement to reflect the same. Don Craig spoke on density allocations, disagreed with Brian Shea's statement on the need to create a mechanism, and gave further thought. Commissioner DiFransico voiced concerns about equity and other facilities in Key Colony Beach being precluded from the same type of transfer with the interlocal agreement. Don Craig explained that the units had been removed after being destroyed by the hurricane and the building's right to still be there. Don Craig talked about the Commission having to support the agreement first to go forward with the process. Don Craig expressed understanding with Commissioner DiFransico's concern on equity and the current proposal being a stand alone approach to move ahead. Vice-Mayor Foster commented on the prior expired agreement for 22 units and asked if approval has to be obtained first to go back from 16 to 22 units. Building Official Borysiewicz commented on having been in contact with the Commerce Department regarding the property on density and time periods passed. Building Official Borysiewicz explained the composition of the property and gave details on Comprehensive Plan requirements regarding substantially damaged properties due to natural disasters. Building Official Borysiewicz stated that the Department of Commerce confirmed that the 22 units can be rebuilt on lots 7 and 8 and 5 on lot 6 for a total of 27 units.

Building Official Borysiewicz informed that the State still must review the project.

City Attorney Smits commented that a building permit is subject to challenge once issued.

Vice-Mayor Foster asked for clarification on the \$100,000.00 deposit. Don Craig explained available monies for expected expenditures. Building Official Borysiewicz stated to follow the Commission's directive regarding staff requirements. Don Craig confirmed that the State must confirm the interlocal agreement and that all three entities must work together to agree. Commissioner DiFransico asked about the possibility of the State agreeing for the city not to be part of BPAS or ROGO regulations. Don Craig confirmed this to be a requirement of the local agreement. Commissioner DiFransico agreed for this to be mandatory in the agreement. The Commission agreed. Vice-Mayor Foster asked for clarification on transferring 18 units to the City of Marathon. Don Craig explained the transfer process and Mr. Luis Alonso's ability to transfer to properties he owns in Marathon. Luis Alonso spoke of the goals of the property owners, the value of TDRs, and the transfer of value. Richard McChesney, representative of the applicant, asked for the Commission to entertain the idea of a reduction in density and to go forward to form an agreement with a lot of details having to be worked out. Vice-Mayor Foster stated to want to see the property developed and owners getting paid, and the process to be clean. Marathon Planning Director Brian Shea stated to work with the City of Key Colony Beach with direction from staff. Mayor Raspe asked if a development agreement is the next step in the process. City Attorney Smits stated for the city to draft a developer agreement to include cost recovery for staff and gave further concerns on monies being spent without guarantees. City Attorney Smits further talked about Development Rights and the City not having Transferrable Development Rights and his opinion to involve a Code amendment. City Attorney Dirk Smits stated that the city was in a unique position regarding critical State concerns and unknown risks, with the developer being at his own peril.

Don Craig spoke on undertaking unique and difficult projects to him and to understand the risk and reward and nature of land development.

Vice-Mayor Foster asked Don Craig about his request, how to proceed, and what he is looking for from the Commission.

Don Craig stated to be looking for a head nod from the Commission to agree for the project to be worthy of pursuing and to give directions to work with staff to bring something back to the Commission for consideration. City Attorney Smits cautioned against the unknown consequences of reducing density but advised being mindful of ripple effects and having the ability to cancel the agreement at any time.

Commissioner Harding suggested that the City Attorney's office draft a development agreement that adds risks, which can be canceled at any time, and brought back to the Commission for a review.

City Attorney Smits explained current development rights within the city and his opinion that they are not transferrable with an Interlocal Agreement. Commissioner Harding cautioned about the city's risk of entering ROGO. City Attorney Smits reiterated possible risks and the need for an evaluation.

Mayor Raspe asked about the involvement of the Comprehensive Plan.

City Attorney Smits explained his understanding of the involvement of the Comprehensive Plan, Code of Ordinance, a development agreement, and the public's input. He also stated that a Town Hall meeting is a good way to understand what the community likes and prepare a development agreement at the Commission's directive. Commissioner DiFransico gave his thoughts on residents' support of the property's development and consideration of the risk of ROGO and BFAS.

City Attorney Smits informed to bring back an initial development agreement addressing the question of ROGO and Comprehensive Plan Amendments and to understand the ripple effects. Luis Alonso stated his objective for a positive agreement for the city with density reduction and a fair process. Vice-Mayor Foster reminded of the 22 owners receiving closure to a long-standing issue. Don Craig agreed and stated to take direction as outlined by the City Commission and City Attorney. City Attorney Smits stated the importance of understanding that reimbursement will be forthcoming pursuant to a development agreement and to understand the risks to the city. Commissioner Colonell commented on the possibility of future lawsuits and less density leading to reduced tax monies. Commissioner Harding informed that income from property taxes would go up and income from wastewater would go down slightly but be a net benefit to the city. Commissioner Harding gave further explanation on the calculations. Commissioner Colonell stated that the argument be hypothetical due to the unknown factor of what will be built and agreed with Commissioner DiFransico's caution on precedence. Commissioner Harding agreed that other properties are in the same situation and that the city has to wait for the State on ROGO. Commissioner Colonell agreed to go forward and explore if the agreement is feasible. Mayor Raspe stated for the Commission to be in agreement to pursue the matter. Mr. Luis Alonso and Don Craig thanked the Commission for hearing their request.

4. Citizen Comments and Correspondence: Mayor Raspe informed that the City Commission reviewed all citizen correspondence and asked for citizen comments.

Laura Palguda-Barbara stated that her mother, owner of Unit 1, asked how the city can enter into a development agreement if they do not own the property. City Attorney Smits explained that authorization has to come with the developer trying to develop the property. Laura Palguda-Barbara stated that no authorization exists and that this was the first time she heard about it. City Attorney Smits stated that there would be no point in going forward if no authority existed. Laura Palguda-Barbara advised on no authority and advised to start with the contract on the property.

5. Approval of Minutes

- a. April 15th, 2024 – City Commission Townhall Meeting
- ~~b. May 13th, 2024 – City Commission Townhall Meeting **deleted**~~
- c. May 16th, 2024 – City Commission Public Hearing
- ~~d. May 16th, 2024 – City Commission Regular Meeting **deleted**~~

Mayor Raspe asked for any changes to the minutes. There were none, and Mayor Raspe accepted the minutes as written.

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

- a. Marathon Fire/EMS** – Marathon Assistant Fire Marshal Card gave the Fire Report for the previous month. Mike Card reported that one hazardous and five EMS calls were received during the prior month. Assistant Fire Marshal Card reiterated the importance of driving in the right lane and a slight uptick in accidents by not following the law. Mike Card informed that interviews continue for a Fire Chief and will hopefully be concluded soon. Marathon Assistant Fire Marshal Card updated that the grant for the Fire Boat was granted and talked about working on concepts for future rescues. Mike Card reminded that hurricane season had started and to be prepared with debris cleanup and to have propane properly stored.
- b. City Administrator's Report** – Mayor Raspe
- c. Police Department** – Chief DiGiovanni
- d. Building/Code Department** – Building Official Borysiewicz
- e. Public Works** – Public Works Department Head Guarino
- f. City Clerk** – City Clerk Gransee
 - i.** Update on qualified candidates for the November election
- g. Beautification Committee** – Sandra Bachman
- h. Planning & Zoning Board** – George Lancaster
- i. Recreation Committee** – Richard Pflueger
- j. Utility Board** - Bill Fahs

Commissioner Harding asked Public Works Department Head Mike Guarino for feedback on storm drain cleaning and whether any repairs were needed. Mike Guarino reported that no repairs were needed so far.

Vice-Mayor Foster commented on Public Works Employees cutting the Sadowski Causeway with the pole cutter and asked for an attachment for the tractor. Public Works Department Mike Guarino explained that the equipment was not working well and that another whole new piece of equipment would most likely be needed to complete the job.

Commissioner DiFransico asked Chief DiGiovanni for an explanation of the term 'Watch Order'. Chief DiGiovanni explained that residents can request the police to watch their homes while they are away.

7. Mayor-City Administrator Items for Discussions & Approvals:

- a.** Update on Marble Hall, Administrative Offices, and overall progress: Mayor Raspe updated to have met with the K2M Engineer and to have received a proposal for the pin pilings for the lower level of the offices as well as preliminary cost estimates to do some of the work. Mayor Raspe deferred to Building Official Borysiewicz to elaborate. Building Official Borysiewicz informed K2M to modify existing plans for the location and amount of pin piles or foam to fill the voids under the floors. Building Official Borysiewicz informed having received some estimates for parts of City Hall where bids are not required including drywall repair, tile installation, and paint. Building Official Borysiewicz explained for these prices to be preliminary and to give an idea of what can be done. Vice-Mayor Foster asked about the leveling of the floor. Building Official Borysiewicz stated for this to be part of the bid. Vice-Mayor Foster spoke on the voids extending further and to prefer them to be filled with slurry or injection.

Commissioner Colonell asked about the idea of a beam for support for the attic. Building Official Borysiewicz stated to have met with K2M and another engineer in consideration for a second story. Building Official Borysiewicz informed that both engineers advised the idea not to be cost-effective and cheaper to build a standalone building. Building Official Borysiewicz stated that the beam for the sagging floor is still under discussion stages. Vice-Mayor Foster asked what the determination was made for the idea of a second floor not being feasible to go to a second floor. Building Official Borysiewicz stated unknown factors of removing the roof, and Mayor Raspe stated that the engineers had cautioned on the idea. The Commission further discussed existing and future pin piles, cost-effectiveness, and use of grant monies. Commissioner Harding asked about the timeline for moving offices. Building Official Borysiewicz stated that this be at the

Commissioner's directive and gave further information on available office space. Commissioner DiFransico suggested leaving staff in the trailers until all construction is completed. There was no further discussion.

- b. Discussion/Approval on providing a 20% discount for short-term boat trailer parking to first responders and military personnel:

Mayor Raspe introduced the agenda item and informed the Commission of his intention to provide a discount for long-term trailer parking as well. He asked for discussion and approval. Vice-Mayor Foster supported the idea and asked for guidance for City Hall to recognize identification cards properly. The Commission discussed and agreed to define the term military as active and veterans.

MOTION: Motion made by Mayor Raspe to provide a 20% discount for short and long-term boat trailer parking to first responders and active and retired military personnel. Vice-Mayor Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. City Commissioner Items for Discussion/Approval

- a. Discussion/Approval of the final invoice by Lanier Plans, dba KorKat, for the completion of the 1st Street Playground in the amount of \$27,261.00.

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

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

DISCUSSION: Commissioner Harding asked about the effort to remove tarps in case of a storm. Public Works Department Head Mike Guarino confirmed for it to be simple.

ON THE MOTION: Rollcall vote. Unanimous approval.

Commissioner Harding informed on an upcoming grant opportunity for parks and recreation and confirmed for grant monies to be able to use for equipment and hardware. Vice-Mayor Foster informed on two ongoing grants for the use of the Pickleball and Tennis Courts. Commissioner DiFransico asked for an update on the Pickleball and Tennis agreement. Building Official Borysiewicz informed that an agreement was reached and for the bid documents to be under review prior to the release of the bid for the construction of the courts. Building Official Borysiewicz further informed on received donations which are being held by the Pickleball Club.

There was no further discussion.

- b. Discussion/Approval of a proposal by Lori Lehr for Community Rating System support services to review the 2024 CRS Recertification and supporting documentation in the amount of 16,000.00

Mayor Raspe introduced the agenda item. Building Official Borysiewicz elaborated on the subject. Building Official Borysiewicz informed that Lori Lehr supported the city over the years with CRS and gave details on the current and expected future CRS discount. Building Official Borysiewicz recommended obtaining the services of Lori Lehr in view of his upcoming retirement and to provide a big benefit to the city. Commissioner Harding informed that Lori Lehr is the CRS contract person for Monroe County and stated for her to be an expert on the subject. Commissioner Harding verified that a draft acknowledgment was given for a 25% future discount effective April 2025 and confirmed for other agencies in the County having

designated personnel for CRS matters. Commissioner Harding confirmed the requirement for public meetings and suggested meeting on a quarterly basis.

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- c. Discussion/Approval of a recommendation by the Mayor/City-Administrator to offer Tony Loreno the position of Building Official, Floodplain Manager, and Building Inspector for the City of Key Colony Beach.

Mayor Raspe introduced the agenda item, spoke on salary and benefits, and confirmed a one-time salary increase for passing his licensing. Vice-Mayor Foster commented on the continued need for Building Official Borysiewicz, which Mayor Raspe confirmed. Mayor Raspe asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Commission welcomed Tony Loreno to the city.

- d. Discussion/Approval of the budget calendar for FY2024/2025

Mayor Raspe introduced the agenda item and informed on the proposed budget calendar. City Clerk Gransee informed that Commissioner DiFransico will not be available for the first public hearing. City Attorney Dirk Smits informed on quorum requirements for certain millage increases. City Clerk Gransee confirmed to bring the matter back to the Commission after calendar amendments were made.

- e. Discussion/Approval of an Interlocal Agreement between the Board of Commissioners of Monroe County and the City of Key Colony Beach to accept State Boating Improvement Funds (BIF) in the amount of \$2,993.00 for the purchase of regulatory buoy replacements for FY2025.

Mayor Raspe introduced the agenda item.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

- f. Discussion/Approval of a proposal by K2M for the KCB Roadway Safety Project in the amount of \$22,160.00.

Mayor Raspe introduced the agenda item. Commissioner Harding elaborated on the matter and explained the purpose of the project to authorize the engineering firm for the 2022 FDOT Project with funding expected in July. Commissioner Harding informed that the city has to pay for the expenditure out of pocket for not being included in the original application and spoke further of the benefits of having a digital overview of the city. Commissioner Harding stated the engineering firm is recognized by FDOT, and once approval is obtained from FDOT, the project can go forward. Mayor Raspe asked for a motion to approve.

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

DISCUSSION: Commissioner DiFransico commented on the high costs of engineering services. Commissioner Harding informed that engineering costs are comparable to those of other engineering firms and further commented on the benefits of having the data for the city.

ON THE MOTION: Rollcall vote. Unanimous approval.

g. Discussion/Approval of a proposal by Construct Build to repair the Key Colony Beach Causeway Bridge Abutments (Bridge No. FDOT 904532) in the amount of \$23,000.00 & Consideration of a proposal by IDB Custom Builders for Sadowski Bridge repairs in the amount of \$22,082.00.

****agenda addition****

Mayor Raspe introduced the agenda item in addition to the additional proposal by IDB Custom Builders. Commissioner Harding asked Building Official Borysiewicz for a recommendation. Building Official Borysiewicz informed on having confirmed with FDOT what repairs are needed above and below the water. Building Official Borysiewicz further informed on having met with both potential contractors on above waterline repairs and for the underwater repairs to be held off for now. Building Official Borysiewicz stated that both contractors are good, and that the only difference in consideration is that Construct Build can start on Monday and IDB in three weeks. Building Official Borysiewicz confirmed for both repairs in the proposals to be identical in responses and recommended keeping the above and underwater repairs separate. City Attorney Smits agreed and further advised on the use of standard form contracts. Mayor Raspe asked for a motion to accept a proposal.

MOTION: Motion made by Mayor Raspe to accept the proposal by Construct Build and to start right away. Vice-Mayor Foster seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Raspe called for a 5-minute break at 11:33 am.

The meeting reconvened at 11:39 am.

h. Discussion/Approval of a recommendation by Commissioner DiFransico on a change in methodology for wastewater billing.

Mayor Raspe introduced the agenda item and asked Commissioner DiFransico to elaborate. Commissioner DiFransico gave his presentation on proposed changes for wastewater billing. Commissioner DiFransico gave details on a revised approach, including the need to establish EDUs, reconciliation of the city's sewer users to billing, and a proposed timeline to implement changes. Commissioner DiFransico spoke on the importance of communication and the benefits to residents in eliminating the current inequities.

Commissioner Harding gave concerns on costs to collect monies by the FKAA compared to the current internal billing. Commissioner Harding cautioned on fees for credit card uses by the FKAA and for the city being billed for it. Commissioner Harding explained calculations for staffing costs and stated that the city would be more cost-effective than FKAA. Commissioner Harding talked about residents' concerns about the need for an irrigation meter and associated costs and that more feedback from the public is needed. Commissioner Harding informed on a suggestion by another agency to buy the data from the FKAA and to complete the billing in-house to be more cost effective.

Commissioner DiFransico spoke about residents who close their houses for the season and have to pay for usage. Commissioner Harding gave understanding but cautioned that there would not be a significant change in charges with a change in methodology. Vice-Mayor Foster expressed concerns about the cost of implementation and overall savings. Commissioner DiFransico stated that the goal is to create equity for all.

Vice-Mayor Foster cautioned on the turmoil of the last couple of years and the topic having to be looked at from a business perspective in addition to other factors. Commissioner Harding explained the charge for washing machines in Condominiums. Vice-Mayor Foster asked Commissioner DiFransico about his intent for today's request. Commissioner DiFransico requested approval to go forward with the implementation of the program as described in his term sheet. Commissioner Harding suggested not to concentrate on the commercial aspect but on the residents' concerns on irrigation costs. Commissioner Colonell commented that more information is needed and cautioned that the cost might outweigh the benefits. Commissioner Colonell gave further concerns on the possibility of purchasing water meters and questioned the equity of injuring one resident to benefit another.

Commissioner DiFransico gave understanding to Commissioner Colonell's comments.

Mayor Raspe agreed with Commissioner Colonell and wished for more information, not knowing if the cost was worth it.

Vice-Mayor Foster suggested waiting until the Community returns for the season to hold Town Hall meetings for residents' input. The Commission agreed to hold off on the matter until the first Town Hall meeting in November.

i. Discussion/Approval of an agreement between the South Florida Police Benevolent Association and the City of Key Colony Beach.

Mayor Raspe introduced the agenda item and asked Andrew Axelrod, General Counsel for the South Florida Benevolent Police Association, to elaborate. Andrew Axelrod reported that negotiations, after going on for almost a year, concluded, and a collective bargaining agreement was reached. Andrew Axelrod and thanked the Commission, Chief, and staff for their received support. Stephen Stahl, President of the South Florida PBA, commented on the city making an investment into public safety and the importance of the police in times of need. Stephen Stahl spoke of a good working relationship and stated to hope to reach a positive vote on the matter.

Mayor Raspe stated that the Commission had reviewed the agreement in a prior closed session, and some minor tweaks were looked at with no major differences. Mayor Raspe stated to make a motion to pass the agreement as ratified by the SFPBA in the morning.

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

DISCUSSION: Commissioner Harding commented on a cooperative agreement and was impressed with the end result.

ON THE MOTION: Rollcall vote. Unanimous approval.

j. Discussion/Approval of the following recommendations by the Utility Board regarding Solar Power:

- i. Continued Discussion/Approval of a recommendation by the Utility Board to offer the power company the installation of solar panels on city owned buildings as discussed in the Utility Board meeting on April 23, 2024.
 - Update by Commissioner DiFransico on conversations with the FKEC

Commissioner DiFransico informed the FKEC not to be interested in the proposal and informed to be in conversations with Solar Firm SALT and to bring back more information the following month. The matter was tabled until the following month.

Commissioner Harding reminded of grant opportunities and the importance of a proposed project being aesthetically pleasing for residents. Commissioner DiFransico agreed that there are many opportunities for solar installation and that it is important to understand possible costs.

- ii. Discussion/Approval of a recommendation by the Utility Board to recommend to the City Commission the use of a referendum, either binding or non-binding, should the proposal under 8f(i) not be acceptable to the City Commission. ****tabled****

**k. Discussion/Approval for the pursuit of Florida Opioid Allocations of Funds for FY24/25.
addendum**

Mayor Raspe introduced the agenda item. Commissioner Harding gave the background on the opioid funding and corresponding filing deadlines. Commissioner Harding explained estimated funds and opportunities provided through the funding, including education, wellness, and support services. Commissioner Harding gave additional details on the annual funding opportunity and data on opioid abuse in Monroe County. Commissioner Harding stated the purpose of the discussion is to evaluate to participate in the funding. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Vice-Mayor Foster to deny the funding request.

DISCUSSION: Vice-Mayor Foster supported the safe disposal of morphine for in-home care patients but not the administrative costs. Chief DiGiovanni informed that the Police Department is receiving Narcan from the Fire Department, and the Sheriff's office has a secure drug disposal in its lobby. Commissioner Harding agreed with giving support to the local sheriff's office and utilizing the sheriff's resources.

MOTION: Mayor Raspe seconded the motion to deny.

FURTHER DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. Ordinances & Resolutions

SECOND/FINAL Reading of Ordinance 2024-490: 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.

- a. Ordinance 202-490
- b. Business Impact Statement
- c. Proof of Publication

Mayor Raspe provided the final reading of the Ordinance.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Gransee informed of the Ordinance having been adopted.

10. Secretary-Treasurer's Report

a. May 2024 Financial Summary: Commissioner Harding provided the May Financial Report with no significant concerns on accounts. Commissioner Harding reported expecting some limited funds to roll over to 2025 and gave further data on revenue vs. expenses. Commissioner Harding informed for a draft budget to be in place and to be working on a 5-year capital plan.

Commissioner Harding reported on Wastewater accounts revenues being above budgeted target and expenses below. Commissioner Harding informed a 5 % increase in Sludge hauling expenditures and Electricity costs to track lower this year due to lower natural gas prices and to monitor capital expenses for upcoming larger projects.

Commissioner Harding informed on Stormwater Grants reimbursements for May and further talked about anticipated upcoming FDOT approvals.

- b. Approval of Warrant 0524 in the amount of \$525,029.99

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approvals.

11. City Attorney's Report

- a. Update on the position of an Executive Assistant to the Mayor/City-Administrator **see under I**

12. Commissioner's Reports & Comments

- a. Commissioner Harding
 - i. Wastewater Sampling Summary Report for June 17th, 2024

Commissioner Harding informed of a significant increase in Covid in the city as well as the rest of the State. Commissioner Harding reported no increases in influenza and minor increases in RSV.

- ii. Gas Tax Interlocal Agreement update: Commissioner Harding attended the bi-annual meeting for the interlocal gas tax agreement and explained how the tax is calculated. Commissioner Harding also informed about the next tax recalculation in 2027 and an additional 5 cent tax not to be recalculated until 2030 in correlation with census data.
- iii. Monroe County EV Grant update: Commissioner Harding reported attending a meeting on EV charging and a County's request for federal government charging stations. Commissioner Harding informed of the filing deadline for the city to join the county's application and recommended not to pursue the grant.

- b. Commissioner DiFransico: Nothing further.
- c. Commissioner Colonell: Nothing further.
- d. Vice-Mayor Foster: Vice-Mayor Foster asked Commissioner Harding to review the monthly cost for the CPA. Commissioner Harding informed that the former Utility Clerk's role had been absorbed by the City Hall staff and the CPA accountant. Commissioner Harding informed on the current contract with the CPA accountant and did not anticipate lower CPA costs unless with the hiring of a salaried position for Utility work. Vice-Mayor Foster informed that the Sludge Hauling contract with the city has expired and gave concerns on the correct certification on license requirements. Vice-Mayor Foster informed on changes in dumping locations and anticipated increases in fees. Vice-Mayor Foster informed of attending the Governor's conference alongside Chief DiGiovanni.
- e. Mayor Raspe: Mayor Raspe asked City Clerk Gransee for an election update. City Clerk Gransee reported that the qualifying period for the upcoming elections ended, and all four Commissioners up for election had qualified and ran unopposed.

13. Citizen Comments: None.

14. Adjournment: The meeting adjourned at 12:44 pm.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, July 18th, 2024 – 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 meeting was called to order by Mayor Joey Raspe at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via Zoom). **Also present:** Interim City Administrator John Bartus, City Attorney Dirk Smits, Building Official Ed Borysiewicz (via Zoom), Interim Building Official Tony Lorenzo, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin.

Mayor Raspe recognized good cause for Commissioner Colonell and Vice-Mayor Foster to attend via Zoom.

Public Attendance: 4

2. **Agenda Additions, Changes & Deletions:** City Clerk Roussin informed on the following agenda additions:

- Under Item 3: A Presentation of Support by Chief DiGiovanni
- Under Item 7a. – A corrected Budget Calendar
- Under Item 7c and d – an updated proposed budget for FY2024/25
- Under Item 9h – Discussion/Approval for an amendment to the Mittauer Engineering Agreement from July 16th, 2024
- Under Item 9i – Discussion/Approval of the City Administrator Employment agreement
- Under 9j – Discussion/Approval of a recommendation by the Planning & Zoning Board to appoint Patricia Diebold to the Board as an alternate member.
- Under Item 9k – Discussion/Approval of a TDC Grant Award Agreement for the Pickleball and Tennis Court Project.
- Under Item 10 – Resolution 2024-07 with a proposed millage and roll-back rate and a correction in the public hearing dates.
- Under Item 11a – Addendum of the Treasurer's Report
- Under Item 13a i. – Addendum to the Wastewater report
- Under Item 13 a iii (3) – Addendum of a review on a proposed increase in monthly sewer charges.

Mayor Raspe found good cause to add the requested items to the agenda. There were no other changes or deletions.

3. **Special Request:** Chief DiGiovanni thanked the City Commission for their support during the Police Benevolent Association negotiations and asked to recognize two Commission members specifically. Chief DiGiovanni recognized Mayor Joey Raspe and Vice-Mayor Freddie Foster for their support and presented a plaque of appreciation.

4. **Citizen Comments and Correspondence:** Mayor Raspe asked for citizen comments and correspondence.

City Clerk Roussin informed that all citizen correspondence received pertained to Monday's meeting and was forwarded to the City Commission.

Luis Alonso thanked the Commission for their time during the June meeting. He reported that the property is no longer under contract and expressed that he had hoped for a different outcome. Luis Alonso confirmed that the property had been under contract, but an extension for due diligence was not granted. He stated that he had been excited about the project and had given it his best shot.

There were no other comments.

5. Approval of Minutes

- a. May 16th, 2024 - City Commission Regular Meeting: Mayor Raspe asked for a motion to approve the meeting minutes from May 16th, 2024.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

- a. Marathon Fire/EMS – Marathon Assistant Fire Marshal Card
- b. City Administrator’s Report – Mayor Raspe
- c. Police Department – Chief DiGiovanni
- d. Building/Code Department – Building Official Borysiewicz/Loreno
- e. Public Works – Public Works Department Head Guarino
- f. City Hall – City Clerk Roussin
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee
- j. Utility Board - Bill Fahs

Mayor Raspe asked for additional verbal reports from Department Heads and Board members. There were none.

Commissioner Harding commented on the completion of the Gazebo Tiki Hut and suggested installing landscaping lights and wireless internet for the public. Mayor Raspe supported the idea and noted that power was already available.

7. FY24/25 Budget Discussions/Approvals (addendums available Tuesday after Monday’s Budget Workshop)

- a. Approval of Budget Calendar: Mayor Raspe asked for a motion to approve.

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

DISCUSSION: Commissioner Harding asked for confirmation that the first hearing date will be September 3rd. The date was confirmed.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Review of Building and Business Tax Fees & Schedule of Violations & Penalties: Commissioner Harding reviewed the city’s assessment of fees and fines and suggested doing a yearly review of the matter. Commissioner Harding talked about the possibility of lowering building fees and reviewing the vacation rental license and development fees. Commissioner Harding offered to work on a proposal and put in a yearly schedule for approval. Vice-Mayor Foster urged compliance with State Laws on building permit fees and to verify

compliance. Mayor Raspe asked to review a possible scrivener error under long-term violations. Mayor Raspe believed the stated 30-day suspension for a third violation is supposed to be one year. Mayor Raspe agreed with an adjustment of smaller increments of fines and fees on a more regular basis. Commissioner Harding confirmed to review the current assessments and to verify compliance with the State. Mayor Raspe informed that Administrative Assistant Tammie Anderson started license fee comparisons to other municipalities in the county and thanked her for her work.

c. Review of proposed General Fund budget: Commissioner Harding informed on edits made to the police budget after Monday's Workshop and adjustments for a 7th Police Officer, overtime, and contract police expenditures. Commissioner Harding informed on some minor adjustments for overtime for the Public Works Department and the amount pulled-off reserves have increased slightly. Commissioner Harding proposed to keep the millage rate the same for today's meeting, with expectations of having a final lower millage rate in August. Commissioner Harding stated to return to the August meeting with a revised budget reflecting the changes. Commissioner Harding informed of no changes in the Utility budget and the draft ordinance on a proposed sewer charge amendment having been included in today's documents.

City Attorney Smits informed that City of Marathon Manager George Garrett was in attendance to talk about the fire contract. Mayor Raspe invited George Garrett to speak.

City of Marathon Manager George Garrett informed on having released a city budget that must be reviewed by the Marathon City Council first. George Garrett informed the projected number was higher than last year's proposal and to provide a copy of the full budget upon Council approval. George Garrett congratulated the City Commission on hiring John Bartus as City Administrator, praised his capabilities and accomplishments, and anticipated a great future working relationship for both cities.

City of Marathon Manager George Garrett reported that the one-day mini lobster season was covered well and updated on the boat ramp use and coverage. George Garrett expressed appreciation to the city and provided further information on volunteer responsibilities. Mayor Raspe thanked City Manager George Garrett for attending the meeting.

d. Review of proposed Utility Fund Budget: See under c.

e. Approval of proposed millage rate (to be adopted via Resolution 2024-07 under Item 10): Mayor Raspe introduced the agenda item and agreed to keep the millage rate the same for today's purposes. Mayor Raspe explained that the millage rate can be lowered but not raised once approved. Mayor Raspe agreed with Commissioner Harding to draw some monies from the reserves and deferred to Agenda Item 10 for the approval of the Resolution.

8. Mayor-City Administrator Items for Discussions & Approvals:

a. Update on Marble Hall, Administrative Offices, and overall progress: Mayor Raspe asked Building Official Loreno to elaborate on progress. Building Official Loreno informed that all plans had been finalized and are ready to be put out on DemandStar upon legal review. Mayor Raspe informed on pilings, drywall, and tile installation cost estimates. Building Official Ed Borysiewicz confirmed cost estimates and scope of work. Mayor Raspe informed that the pin piles had to go to bid, but the floor leveling and tile work were anticipated to be under \$25,000.00. Vice-Mayor Foster confirmed that big items must go out to bid but smaller items to be handled a la carte.

9. City Commissioner Items for Discussion/Approval

a. Discussion/Approval for a proposed change in leave and FMLA use for city employees: Mayor Raspe introduced the agenda item and asked Vice-Mayor Foster to elaborate. Vice-Mayor Foster informed on having reviewed the city's policy on leave, sick, comp time, and FMLA Leave and, after a comparison with

other agencies, proposed to align the city's numbers with the County's. Vice-Mayor Foster stated support for the change of using sick time first when applying for FMLA. Vice-Mayor Foster stated that once approved, the controls will be put in the employee manual and beliefs to be competitive with retaining employees and pursue top-level employees if there is a need.

MOTION: Motion made by Mayor Raspe to adopt the change. Vice-Mayor Foster seconded the motion.

DISCUSSION: Commissioner DiFransico asked about the impact on the budget. Commissioner Harding explained that more vacation days do not impact the budget unless contract workers are hired. Vice-Mayor Foster confirmed the placing of controls in the personnel manual after approval was obtained.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Discussion/Approval of the following recommendations by the Utility Board regarding Solar Power:

- i. Continued Discussion/Approval of a recommendation by the Utility Board to offer the power company the installation of solar panels on city-owned buildings, as discussed in the Utility Board meeting on April 23, 2024.

- Update by Commissioner DiFransico on conversations with SALT Energy

Mayor Raspe introduced the agenda item and asked Commissioner DiFransico to elaborate. Commissioner DiFransico informed that FKEC is not interested in placing solar panels on city-owned buildings but he had researched the topic in more detail. Commissioner DiFransico reported working with SALT Energy on a proposal for the city to install solar panels on the Golf Shop, the Public Works, and Storage building with the possibility of 20% replacement of power usage in the Wastewater treatment plant. Commissioner DiFransico informed of a cost estimate of \$300,000.00 and an opportunity by the Federal Government to pay 1/3 of the amount. Commissioner DiFransico stated that the city does not currently have the funds for the expenditure but suggested sending the matter back to the Utility Board to determine if the matter is financially viable to pursue. City Attorney Smits confirmed the need for a motion.

MOTION: Motion made by Commissioner DiFransico to send the matter back to the Utility Board and have more information provided by SALT Energy. Mayor Raspe asked for a second. Commissioner Harding seconded the motion.

DISCUSSION: Vice-Mayor Foster asked about the repetitive discussions on the matter. Commissioner DiFransico explained that the use of buildings is a new proposal. Vice-Mayor Foster explained that the topic had been discussed before and wanted to ensure the Board was utilized to the best of its ability.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval for possible questions on the November ballot.

- i. Discussion/Approval of a recommendation by the Utility Board to recommend to the City Commission the use of a referendum, either binding or non-binding, should the proposal under 9b. not be acceptable to the City Commission.

Mayor Raspe introduced the agenda item and informed for Item 9c.i. to be tabled based upon the prior motion.

Mayor Raspe asked the Commission for any suggestions for questions for the November ballot. There were none.

d. Discussion/Approval of Invoice 6042 from LaRue Planning for updates to the Comprehensive Plan in the amount of \$13,500.00:

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Approval for a recommendation by the Utility Board to award ITB 2024-01 for the Clean and Camera of the Sewer Gravity Main Line to Insituform Technologies:

Mayor Raspe introduced the agenda item and asked Chair Fahs to elaborate on the Utility Board's recommendation. Utility Board Chair Fahs stated that five bids were received, all were found satisfactory, and the Board selected Insituform Technologies' lowest bid of \$104,500.00. Mayor Raspe asked for a motion to accept.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

f. Discussion/Approval for a recommendation by the Utility Board for the extension of a contract with G-Tech for Wastewater sludge hauling:

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

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

DISCUSSION: Commissioner Harding asked for new City Administrator Bartus to follow up with Utility Board Chair Fahs with details on the contract. Vice-Chair Foster asked for verification of licenses for compliance purposes. City Clerk Roussin informed that Juan Perez could not attend the meeting but had stated to honor all prices as in the current contract, however, the question on licensing was not raised. Mayor Raspe stated that this needs to be checked before finalizing the contract. City Attorney Smits confirmed that the contract can be approved subject to compliance and proper licensing, which is part of the contract requirements.

ON THE MOTION: Rollcall vote. Unanimous approval.

g. Discussion/Approval for a recommendation by the Utility Board to pursue additional Stormwater Funding through a Florida Keys Stewardship Grant Opportunity.

Mayor Raspe introduced the agenda item and asked Commissioner Harding to elaborate. Commissioner Harding informed that the DEP is expanding funding opportunities through the Florida Keys Stewardship funding, including Stormwater projects. Commissioner Harding anticipated this opportunity to be an annual one, and this year's due date would be August 31st. Commissioner Harding believed enough work to be left after the exhaustion of current grant monies and to pursue available monies on a yearly basis to complete projects in the rest of the city. Commissioner Harding suggested using Jason Shepler or RMK funding for the application process. Mayor Raspe asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

**h. Discussion/Approval for an Amendment to the Mittauer Engineering Agreement from July 16th, 2024
addendum**

Mayor Raspe introduced the agenda item. Vice-Mayor Foster informed about the need for an additional survey to expedite the process and requested the item be added to the agenda.

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

DISCUSSION: Vice-Mayor Foster gave his understanding of the cost to be reimbursable.

ON THE MOTION: Rollcall vote. Unanimous approval.

i. Discussion/Approval of the City Administrator Employment Agreement **Agenda Addendum**

Mayor Raspe introduced the agenda addition and asked City Attorney Smits to elaborate. City Attorney Smits explained the changes made and the verbiage redacted and changed in the agreement. Commissioner Harding asked about compensation for additional hours worked. City Attorney Smits stated that additional approval had to come back to the Commission. A discussion followed on hourly compensation in excess of regular time worked. Mayor Raspe clarified that the contract should be good as is and that the matter should be brought back if needed. Mayor Raspe asked for a motion to approve.

MOTION: Motion made by Commissioner DiFransico to approve as amended. Mayor Raspe asked for a second. Commissioner Harding seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

j. Discussion/Approval of a recommendation by the Planning & Zoning Board to appoint Patricia Diebold to the Board as an alternate member **Agenda Addendum**

Mayor Raspe introduced the agenda item and spoke on behalf of Chair George Lancaster. Mayor Raspe informed of the qualifications and experiences of Patricia Diebold and asked for a motion to accept the Planning & Zoning Board's recommendation to accept her as an alternate member to the Planning & Zoning Board.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

k. Discussion/Approval of a TDC Grant Award Agreement for the Pickleball and Tennisball Project
****Agenda Addendum****

Mayor Raspe introduced the agenda addition. Vice-Mayor Foster informed on a meeting with the TDC alongside Building Official Borysiewicz and having scored well in the rating process. Vice-Mayor Foster informed for the required impact study to be completed once authorized and recommended approval.

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

DISCUSSION: Commissioner Harding suggested changing the agreement name to Pickleball/Tennis to avoid confusing the project's expenditures. City Attorney Smits informed that the tennis courts are defined in the agreement's scope of work.

ON THE MOTION: Rollcall vote. Unanimous approval.

10. Ordinances & Resolutions

Resolution 2024-07: A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida; Determining The Proposed Millage Rate, And The Current Year Rolled-Back Rate, And The Date, Time And Place For The First And Second Budget Public Hearings As Required By Law; Directing The Finance Director To File Said Resolution With The Property Appraiser Of Monroe County Pursuant To The Requirements Of Florida Statutes And The Rules And Regulations Of The Department Of Revenue Of The State Of Florida; And Providing For An Effective Date.

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

11. Secretary-Treasurer's Report

- a. June 2024 Financial Summary: Commissioner Harding gave the June financial summary, including year-to-date revenues, reported expenses below budgeted target, and reimbursements received for Stormwater expenses. Commissioner Harding informed of no changes since 2022 for monthly accounting charges and the twice-yearly charge for auditing services. Commissioner Harding informed that the liability insurance has been paid, and monthly legal fees have come down with detailed tracking on expenditures. Commissioner Harding projected a rollover of funds and has worked on the budget over the last month. Commissioner Harding informed that Wastewater revenue is below the budgeted target, expenses are down significantly, and the yearly account audit payment has been made. Commissioner Harding expected a minor negative balance by the end of the fiscal year. Commissioner Harding informed that a budget has been drafted with a proposed rate increase of 6.5% and reserve funding of \$398,000. Commissioner Harding informed that the June Stormwater reimbursement has been received and will be reconciled in July. Commissioner Harding expects positive revenue at the end of this cycle.
- b. **Approval of Warrant 0624 in the amount of \$544,399.04:** Mayor Raspe asked Commissioner Harding to make the motion.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

12. City Attorney's Report

- a. Update on a transfer of building rights associated with the property located at 721 West Ocean Drive to the City of Marathon.

City Attorney Smits stated that there is no need to give an update on 721 West Ocean Drive due to Luis Alonso's update under citizen comments.

City Attorney Smits announced the intention to hold a closed session at the end of the next City Commission in the case of Cox versus the City of Key Colony Beach, case number 2023-ca-148-m, to receive advice concerning litigation expenditures. He informed the attendees to be the City Commissioners, the City Administrator, a Court Reporter, and himself or a designee, or both. City Attorney Smits stated the possibility of removing the closed session in case there is nothing to report.

Commissioner DiFransico asked about the tracking of violations of fines. City Attorney Smits explained that all time is being tracked and recorded, and defendants in litigation cannot be advised by the City Attorney. Commissioner DiFransico suggested reminding violators of accruing fines. City Attorney Smits explained to be talking about the matter in closed session and to keep tracking all time.

Mayor Raspe asked for an update on the fire contract. City Attorney Smits stated that progress had been made as of this morning and that a firm number would be available after the City of Marathon's Council review. City Attorney Smits believes that the process is on track.

13. Commissioner's Reports & Comments

- a. Commissioner Harding
 - i. Wastewater Sampling Summary Report from July 15th, 2024

Commissioner Harding gave the report on wastewater sampling and informed of a second wave of COVID-19, which is higher in the city than it was during the winter. Commissioner Harding told that the State overall has received an increase.

- ii. Community Rating System discount for flood insurance policies

Commissioner Harding explained the CRS FEMA flood insurance awareness program and stated that he had verified with his insurance underwriter that the city is currently receiving the 15% discount on a full-risk premium. Commissioner Harding informed that FEMA approved going to a 20% discount next April. He gave further details on the fee calculations and advised contacting their insurance agency to talk to the underwriter. Commissioner Harding gave a further breakdown of assessed fees and discounts, invoice details, and policy breakdown.

Commissioner Colonell asked for clarification on how to receive the discount. Commissioner Harding explained that FEMA has made the discount and use of the FEMA spreadsheet mandatory and that people should look at the policy or call the agency for compliance.

- iii. Addendum on draft ordinance – explained proposed increase.

Mayor Raspe introduced the draft ordinance to increase monthly sewer charges and asked Commissioner

Harding to elaborate. Commissioner Harding explained researching current assessments and for the draft ordinance to be presented to the Utility Board for review.

b. Commissioner DiFransico: Nothing more.

c. Commissioner Colonell: Nothing more.

d. Vice-Mayor Foster: Nothing more.

e. Mayor Raspe: Nothing more.

13. Citizen Comments: None.

14. Adjournment: The meeting adjourned at 10:52 AM.

Respectfully submitted,

Silvia Roussin

City Clerk



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 7/31/2024
To: Honorable Mayor and City Council members
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager
Subject: July Month End Report

| <u>ALARM RESPONSES</u> | July |
|--------------------------------|-------------|
| Fire Incidents | 4 |
| Hazardous Condition | 6 |
| Public Service | 13 |
| False Alarm Fire | 12 |
| Good Intent Call | 7 |
| EMS | 103 |
| Inter-facility Transfers | 50 |
| Total for Month: | 195 |
| Total Calls for Calendar 2024: | 1251 |

| <u>KCB BREAKOUT REPORT</u> | July |
|-----------------------------------|-------------|
| Fire Incidents | |
| Hazardous Condition | |
| Public Service | |
| False Alarm Fire | 2 |
| Good Intent Call | |
| EMS | 8 |
| Total for Month: | 10 |

| FIRE PREVENTION | July |
|----------------------------------|-------------|
| Fire Inspections | 28 |
| Fire Safety Plan Review | 15 |
| Vacation Rental Inspections | 122 |
| Occupational License Inspections | 7 |
| Annual Life Safety Inspections | 0 |
| Event Inspections | 1 |
| Annual State Inspections | 0 |
| DHR Follow-Up Inspections | 0 |

| VACATION RENTALS | July |
|------------------------------|-------------|
| Total Applications Processed | 84 |
| Vacation Rental Inspections | 122 |
| Total VR Fees Collected | \$85,400.00 |
| Agent/Local Contacts Trained | 10 |
| Total VR Licenses Issued | 111 |

OPERATIONS:

• Training:

- **Fire Officer Training:** All Fire Officers maintained daily incident management, continuing education. Also working on storm Prep.
- **EMS Training:** This month the Firefighters/Paramedics/EMTs completed training. This training includes monthly medication exercises, updated protocols, and an EMS equipment refresher.
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills.
- **Tactical Medic Program:** This month three (3) firefighters participated in 12-hours of SWAT Call Out with MCSO. The department has added two more swat medics to assist the Sherifs Office.
- **Combined Training:** Vector Solution software for all shifts, a total of 218 courses were taken, which totaled 95.92 hours of training.
- **Instructors on Staff:** We have a total of five instructors with live fire training certifications and seven EMS instructors.

BENEVOLENT FIREFIGHTER SERVICES

No meeting was held for the month of July. The next meeting will be held in August to discuss the sale of the boat, the future of the benevolent, potential membership drive, and future venue.

INFORMATION

As we start an above average storm season we are continuing to watch the National Hurricane Center for updates of potential risks to the Florida Keys. This is the time you all need to have your plans in order in case of a potential storm including the possibility of evacuation. The department is ready to respond to any potential issues.

The department is also getting ready for the start of a new school year with 14 students assigned to the Fire Explorer program. The current fire academy has four of our students enrolled to receive their firefighter II Certification hoping we can employ some local talent for the department.

On a personal note, as the City of Marathon transitions to a new Fire Chief, I would like to thank all the great people I have had the privilege and honor to work with over the last 13.8 years. I know I am leaving the city in good hands with the professional Fire Fighters and Paramedics who serve the city and with the new leadership coming into the Department. I know they will continue to keep the department moving forward to continue to provide the highest level of Fire and EMS services to its citizens and visitors.

Marathon invited me into the city and treated me like a local. It will always be a part of me.

Thank You again for allowing me to serve the City of Marathon in the capacity of your Fire Chief. I look forward to assisting the new Fire Chief with the transition.

John A. Johnson, CFO EFO

PUBLIC OUTREACH IN JULY:

ACTIVITIES ATTENDED IN JULY:

Parks and Rec Summer Camp Station Tour

4th of July Parade

KCB Meeting

City Council Meeting

Lobster Mini-Season Volunteering – MFD Administration

Vacation Rental Meeting

City of Key Colony Beach

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



August 9, 2024

To the Mayor, Vice Mayor, and Commissioners:

City Administrator Report

My first few weeks on the job have been eventful. In addition to getting my feet wet, learning new systems, and attending meetings, we had a tropical visitor who would eventually be named Debby. Thankfully, she wasn't nearly as bad as she became when she passed us by. Here is a recap of my first weeks as your Administrator.

1. Joined ICMA and FCCMA for resources and continuing education; completed the ICMA/FCCMA Ethics Course.
2. Attended Planning & Zoning and Utility Board meetings discussing issues being considered today.
3. Called Disaster Preparedness meeting to discuss adopting our own Comprehensive Emergency Management Plan. Special thanks to George Garrett and Mike Card from the City of Marathon Fire EMS, as well as Chief DiGiovanni, Mike Guarino, Tony Loreno, and Mayor Raspe for their input. We will bring this to the Commission for adoption when ready.
4. Worked with City Clerk to evaluate and recommend ADP payroll services for the City. This will streamline our payroll process for a very little amount of money.
5. Participated in Monroe County EOC coordination calls as TD 4 approached. Monitored progress of the storm and passed along current information as it was received. City got lucky, especially compared to areas in the Upper and Lower Keys.
6. Posted Pickleball/Tennis Court Construction Bid to DemandStar; investigated submitted questions and posted their answers. Bid deadline is August 29.
7. Participated in Countywide LIDAR and Resiliency meetings; will continue this ongoing process.
8. Participated in WebEOC training – Monroe County's web-based emergency needs and status updating app.
9. Met with Justin Folger about Bike Share, a proposed countywide pick up/drop off bike rental system.
10. Zoom meeting with Kate DeLoach, Olivia Vairo (Southern Group), Jason Schepler (Mittauer), and Vice Mayor Foster to discuss this year's Stewardship Act funding. In years past, distribution of these funds was through an ILA with the county and other cities. This year, these funds will be disbursed through a grant process administered by DEP, with a deadline of September 1. We will ask your blessing to apply for \$1 million for a stormwater grant for the Sadowski/Clara area. Mittauer and the Southern Group assure us we can submit what DEP will need.
11. Went on a walk-through of City Hall with Tony Loreno, Mayor Raspe, and Engineer Will Campbell to discuss potential strategies for City Hall rehab. First step will be floodproofing the entire building; proposals will be forthcoming soon.

John Bartus
City Administrator, Key Colony Beach

Commission Meeting Report Outline

Key Colony Beach Police Department

July 18, 2024, to August 8, 2024

A. REPORTS

1. 7/20/2024

Report Number KCB24OFF000028
190 13th St
Petit Theft
Result: Ongoing Investigation

2. 7/25/2024

Report Number KCBP24OFF000026
Sadowksi Cswy
Domestic Battery
Result: Arrest Made

3. 7/25/2024

Report Number KCBP24OFF000027
600 W Ocean Dr
Assist Citizen
Result: Ongoing Investigation

B. MEDICAL/ALARM CALLS

Total Calls: 2

C. CALLS FOR SERVICE

Total Calls: 7

7/22-Assist MCSO-With Accident no Injuries-KCBP Accident involving Cruise-9th St

7/25-Assit MCSO-With Marine Violation-15th St

7/30-Assist MCSO-With Suspicious Activity-946 75th St East

8/2-Assist MCSO-With Business Trespass-12693 O/S

8/3-Assist FHP – With a traffic stop - Sadowski Causeway

8/6 – Assist Fire/Rescue – 3 subjects stuck in an elevator due to the power going out. The power returned on, and they were then able to exit the elevator. – 501 East Ocean Drive.

8/6 – Assist MCSO with a medical issue – Fairfield Inn

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 14

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

Total:

F. CITATIONS/WARNINGS

- 1. Traffic Citations: 2**
- 2. Traffic Warnings: 13**
- 3. Code Citations: 0**
- 4. Code Warnings: 4**

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

7/23/2024 Interview of Applicant - Mayor Raspe, Sgt. Buxton, Officer Burden and I interviewed Ronald Edward Schlegel for the police department vacancy. Please see attached recommendation as a result of that interview.

Mini-Season – See attached
NNO National Night Out

The Key Colony Beach Police Department participated in the National Night Out Event.

A BIG “THANK YOU” to Reserve Officer Ross Bethard for setting up the Key Colony Beach Police Department table and cleaning the POLICE truck so that it shined at the event.

“National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community. ” - National Night Out (natw.org)

Members of the police department got to interact with residents and visitors of Monroe County while also enjoying the company of their community partners.

At the event, Mayor Raspe presented the police department with a donation on behalf of the Fishing and Boating Club of \$500 dollars for the purchase of additional items for the event.









SAFETY MEETING REPORT

SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: **August 7, 2024** (See Below) Time: **4 AM / PM** Recurring: **YES / NO**
Location: PD Station Dial-in Number: 305-481-8597 Meeting URL: NA
Meeting Lead: Chief DiGiovanni Other Speakers:

ATTENDANCE

Attendees: ALL
SENT VIA EMAIL

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_1_min

DISCUSSION: Caring for your firearm – GLOCK

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_1_min

DISCUSSION: - A firearm is a tool, and we need it to always function properly.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_5_min

DISCUSSION: -

"Your GLOCK pistol should be cleaned and lubricated:

When it's brand new, before it's fired for the first time

After each time it's fired

At least once a month, if it hasn't been used in that time

If it's been exposed to rain, snow, perspiration, salt water, dirt, dust, etc.

Cleaning Your GLOCK

Proper cleaning and lubrication prevents corrosion and removes accumulated dirt and debris that can affect your pistol's operation. Check the owner's manual for your GLOCK model for where to apply lubricant and how much to apply.

NOTE: Applying the correct amount of lubrication is key. Too much lubrication can affect the pistol's performance.

Each time you clean your GLOCK pistol, it should be field-stripped (disassembled into its major components)." - [Caring for Your GLOCK](#)

4TH ITEM: RESOLUTIONS:

_2_min

DISCUSSION: - If at any time, your issued GLOCK has a malfunction that you cannot clear you must report it to your supervisor immediately. The Department will make certain that you are provided another functioning firearm while your GLOCK is inspected and fixed by a GLOCK armorer and returned to you.

5TH ITEM: CONCLUSION

_2_min

DISCUSSION: - Although there can be function issues with our department issued GLOCKS and we train how to clear malfunctions, we owe it to everyone that we care for that our firearms operate correctly because our lives and theirs depend on it.



MINI-SEASON

Key Colony Beach Police Department

Chief Kris I. DiGiovanni

P.O. Box 510141, 600 West Ocean Drive, Key Colony Beach, Florida 33051. Phone 305-289-1212

To: Mayor Joey Raspe

From: Chief Kris DiGiovanni

Date: August 01, 2024

Ref: Mini-Season, July 24th - 25th, 2024

Mayor,

Mini-(Sport) Season is a yearly event before the opening of “Regular” season occurs. In 2024, this event occurred on Wednesday, July 25 and Thursday July 26.

Each year, the Key Colony Beach Police Department tries to team up with the Florida Wildlife Conservation Commission for enforcement and officer safety on the water, however, this year there was a shortage of FWC officers in the Florida Keys.

Nonetheless, Officer Joe Burden and Reserve Officer Ross Bethard patrolled the waters and conducted resource enforcement in Key Colony Beach limits.

The following actions were performed by all the Key Colony Beach Police Officers from Sunday July 21, 2024, to Sunday July 28, 2024.

They responded to:

- Accident/No Injury: 1
- Animal Incident: 1
- Assist Citizen: 5
- Code: Rafting: 2
- Domestic/Battery: 1 Arrest
- Fire/Boat: 1
- Investigation: 1
- Medical Call: 1
- Property/Lost: 1

Resource Violation: 1
Shots Fired: 1
Suspicious Activity: 1
Suspicious Vehicle: 1
Traffic Stop: 1
Traffic/Parking Offense: 2
Theft/Petit: 1
Traffic Stop: 13
Trespassing/Residence: 1
Vessel Stops: 36
Watch Order: 3

The officers responded to and handled all the calls during the Min-Season week with no reported issues. There were two notable occurrences during this week.

The first is an arrest that Officer Nicholas Niemiec made as the result of a domestic argument. A traffic stop was conducted after Officer Niemiec was notified that two people were fighting. Officer Niemiec observed marks on the victim and confirmed the story that there was an unwanted touch/strikes to her. The driver was arrested, medically cleared from Baptist Hospital and then transported to the Key West Jail.

The second, pictured below, is of Officer Ross Bethard assisting Florida Wildlife Conservation Commission dragging a large barrel out of the water. Officer Bethard was helping to keep the waters of the Keys clean. Officer Bethard then coordinated with Public Works Department Head, Mike Guarino, to have it removed the following day.

The City of Key Colony Beach was also asked to help with the Quay Boat Ramp, located off the Overseas Highway in Marathon. On Thursday July 25, 2024, I volunteered 4 hours to assist the City of Marathon in their request. There were few vehicles that used this ramp that day and only 5 spots were occupied throughout the entire parking area. The fees for use of this boat ramp are waived for the residents and visitors of Key Colony Beach.

Thank you.







**Building Department Staff Report
Report for August 2024 – City Commission Meeting**

Building Official – Tony Loreno

- ❖ Working closely with our team in the building department overseeing and resolving critical issues building code compliance with 195 15th circle and our ongoing compliance issue with 918 Ocean Drive. Also keeping tabs and full transparency on resolving lot clean-up of lot on 1000 Ocean Drive.
- ❖ Averaging 6-8 building inspections daily and 3-12 plans and permit reviews. In the last month I have isolated and resolved about a dozen permit and building infractions that
- ❖ Where resolved directly with individual general contractors to assist in keeping them on track to finish individual projects.
- ❖ Isolated 4 homeowners and GC's that were doing work without proper permits. These cases were resolved quickly with homeowners and GC's immediately to assist in bringing them into compliance with proper permitting.
- ❖ Working Closely with Ed to come up to speed on our floodplain management for the city. And related CRS and freeboard ratings that are affecting our homeowners in remodeling or improvements.
- ❖ During my inspections I am always on the lookout for construction or related work that may need me to follow up with homeowners or GC's to clean up work areas or investigate possible permitting infractions.
- ❖ Our department is on the last stretch of getting our homeowner sewer inspection and repairs with only 6 homes that are in need of compliance, and they are being addressed individually to resolve this asap.
- ❖ After a full web training of Rentalscape software I found it to not be beneficial to our department for monitoring our cities vacation rental program and have brought this recommendation to the city to possibly cancel our contract with this company
- ❖ Just organized a walkthrough with Will Campbell Engineering, the Mayor and John Bartus for a preliminary walkthrough in City Hall to address possible 2nd level and restoration remodeling options. I will be working on getting a floor plan together to propose to the mayor for review and all department input on space planning. I am also in the early stages of getting flood mitigation plan in order to present to the mayor for city hall. Along with working closely with Ed on all these plans and improvements.
- ❖ Currently in the middle of mandatory 14 hours classroom training and home studying for my upcoming License testing in late august or early sept.
- ❖ I have been working with our contractor repairing the Sadowski Bridge with ongoing critical inspections of spalling work that is 99% complete with just a few minor cosmetics. Bridge work is complete as far as spalling and anything related to initial inspection that needed to be done.

Building Administrative Assistant - Samantha Rodamer

- ❖ Completed various Contractor Registrations.
- ❖ Aided contractors with permit related questions.
- ❖ Completed an updated sewer lateral inspection report detailing permits, contractors, etc.

- ❖ Issued letters to all homeowners who have yet to repair their plumbing following their failed sewer lateral inspections.
- ❖ Issued a Certificate of Occupancy for a new duplex located at 261/271 2nd Street.
- ❖ Requested refunds for multiple clean up bonds that were not correctly refunded to contractors within the past year.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Accepted multiple permit payments.
- ❖ Issued 51 Building Permits.
- ❖ Closed 21 Building Permits
- ❖ Scheduled 187 Vacation Rental Safety Inspections for August 2024.
- ❖ Input completed vacation rental safety inspections into CitizenServe.
- ❖ Virtually attended the July Planning & Zoning Meeting.
- ❖ Virtually attended the July City Commission Meeting.
- ❖ Attended a Zoom tutorial for Rentalscape.
- ❖ Virtually attended the Planning & Zoning Workshop.
- ❖ Virtually attended the August Utility Board Meeting.
- ❖ Updated various licenses, liability insurance, etc. documents for Contractors within CitizenServe.
- ❖ Began scheduling any remaining Vacation Rental Safety Inspections for September.
- ❖ Completed records requests as required.
- ❖ Completed the required Point Match report for the Florida Department of Revenue.
- ❖ Assisted Commissioner Harding in research regarding building permit fees.

Code Enforcement Officer & Fire Safety Inspector - William Dominick

- ❖ Performed approximately 150 Fire Safety inspections
- ❖ Issued several citations for;
 - Garbage can violations
 - Trailer parking violations
- ❖ Communicated with property owners to get code violations into compliance including;
 - 1000 W. Ocean
 - 918 and 908 W. Ocean
 - 661 10th Street
 - 195 15th Circle
- ❖ Certified letters were sent to 7 property owners with repairs not yet completed.
- ❖ Completed and passed Fire Safety inspector course/test
- ❖ Attended Rentalscape training
- ❖ Patrolled the City daily to ensure code compliance.
- ❖ Monitored both temporary & permanent trailer parking lots.

Upcoming

07-17-2024 Planning & Zoning Meeting

07-18-2024 City Commission Meeting

Public Works Staff Report

Report for August 15th, 2024 – City Commission Meeting

- Standardized and repaired/replaced street signposts citywide.
- Mulched Ixora planted in front of Marble Hall.
- Weeded and removed Brazilian Pepper from Veteran's Garden.
- Patched potholes on East Ocean and 8th Street. .
- Completed 1200hr Service on Kubota UTV
- Assisted the city of marathon with traffic cones and staffing at the Quay boat ramp for mini season.
- Clean and sanitized all city trash receptacles and recycling bins.
- Removed all stumps from golf course.
- Power washed, completed masonry repairs and painted fountain at Gazebo Park.
- Drilled and installed 5 perc test tubes for Beatification and the Utility Board at the retention pond.
- Replaced damaged short-term boat trailer parking sign.
- Refinished wood banister inside of post office.
- Greased/replaced hurricane shutter hardware on golf clubhouse.
- Remove invasive exotics from hedges citywide.
- Replaced stormwater grates at 880 Shelter Bay.
- Moved post office furniture back to 600 West Ocean Drive.
- Cleaned post office prior to opening.
- Painted doors and baseboard in Marble Hall.
- Removed flotsam from the boat ramp collected by the Police Department.
- Cleaned and disconnected utilities to post office trailer.
- Conducted citywide storm cleanup.
- Repaired fan in the post office.
- Conducted an inspection and inventory of the city's vessel exclusion buoys with Officer Bethard.
- Removed felled tree from 1000 West Ocean Drive.
- Repaired RO irrigation line at 7th Street Park.
- Collected salinity data at retention pond for the Beautification Committee and Utility Board.

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

| | | | |
|--------------|--------|----------------------|--------------|
| Date: | 8/8/24 | Location: | Shop |
| Time: | 0700 | Meeting Lead: | Mike Guarino |

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

Absentees: N/A

Topic: Heat Stress: 5 Factors That Can Lead to Dehydration

1. Introduction and Presentation of Topic:

Watched safety video on the causes of heat stress.

https://www.youtube.com/watch?v=j4bq9_H-Dvg

2. Discussion, Questions and Concerns:

It was interesting that medication and elevation can affect your hydration levels, as well as, diet playing a major role in how your body passes/retains water.

3. Conclusion:

Lifestyle choices affect your hydration levels.

City Hall Staff Report

Report for August 15th, 2024 – City Commission Meeting

City Clerk Silvia Roussin

- Alongside Accountant Jen Johnson and City Administrator Bartus, I attended the ADP Payroll Introductory meeting to hear the benefits and implications of the possibility of a new payroll system. Mayor Raspe approved the expenditure, and we are currently working with the ADP setup team to facilitate the change. The process should be completed in 7-8 weeks.
- Attended the UV Tank bid opening on July 25th alongside City Administrator Bartus. One bid was received, and a recommendation for an award will be made at Thursday's City Commission meeting.
- I attended the monthly legal meeting on August 1st.
- Attended a Planning & Zoning Board workshop on August 2nd to hear a presentation by Erin Deady on proposed Comprehensive Plan amendments.
- I attended the Utility Board meeting on August 8th.
- The Safety meeting for August was held on August 8th and led by City Administrator Bartus.
- I trained City Administrator Bartus on the posting and managing of bids on DemandStar.
- I completed the annual Stewardship report for Sunset Park.
- Completed onboarding for City Administrator Bartus.
- Finalizing the close-out process for 1st Street Park. The final document should be submitted next week.
- Prepared for the upcoming Disaster Preparedness Committee, Planning & Zoning, Beautification, and Special Utility Board meetings.
- Completed various meeting minutes.
- Completed check deposits for general & utility accounts.
- Answered citizen correspondence and multiple public records requests.
- Completed payroll reports and ACH transactions, and wire transfers.
- In addition to daily general invoicing and HR tasks.

Upcoming

08-09-2024 Disaster Preparedness Meeting
08-12-2024 Planning & Zoning Board Meeting
08-13-2024 Beautification Committee Meeting
08-13-2024 Special Utility Board Meeting (1:00 PM)
08-14-2024 DOAH Code Enforcement Hearing **cancelled**
08-15-2024 City Commission Public Hearing
08-15-2024 City Commission Regular Meeting
09-03-2024 First Public Budget Hearing – 5:05 PM
09-09-2024 Planning & Zoning Board Meeting
09-10-2024 Beautification Committee Meeting
09-11-2024 DOAH Code Enforcement Hearing **tentative**
09-12-2024 Utility Board Meeting
09-17-2024 Second Public Budget Hearing – 5:05 PM
09-19-2024 City Commission Regular Meeting

Administrative Assistant Cheryl Baker

- Uploaded various meeting minutes to the city website.
- Provided all backups for monthly invoicing.
- Completed ACH posting of payments to QuickBooks.
- Post daily check postings in QuickBooks.
- Issued boat trailer licenses for short-term renters.

City Hall Staff Report
Report for August 15th, 2024 – City Commission Meeting

- Manage Sunset Park Weddings and collection of required forms and payments.
- Manage the Memorial Bench purchases for residents.
- Collect and distribute mail & manage the phones.

Administrative Assistant Tammie Anderson

- With Cheryl, completed the posting of ACH payments to Wastewater accounts for the 3rd Quarter of 2024.
- Issued 105 Vacation Rental Licenses for 2024.
- Processed 9 property transfers and collected \$1100 in transfer fees.
- Processed 12 property inquiries and collected \$360 property inquiry fees.



City of Key Colony Beach
Safety Meeting – Code/Building, City Hall

Date: 08-08-2024

Time: 12:45 pm

Present: City Administrator John Bartus, Building Official Tony Loreno, City Clerk Silvia Roussin, Administrative Assistants Cheryl Baker & Tammie Anderson, Building Assistant Samantha Rodamer.

Absent: Code Officer William Dominicak

1. Review/Follow-up from previous meeting:

Silvia welcomed John Bartus to his first safety meeting and asked him to lead the meeting.

2. New Items for Discussion:

The group discussed possible safety concerns that might have occurred over the last month. Tony informed the group that the loose railing leading to the Building Department offices has been repaired.

Tony confirmed the City Hall trailer's safety equipment to be sufficient.

Samantha observed the need for a first aid kit in the Building Department offices. Tony agreed.

There was no further discussion.

3. To-Do's: None.

The meeting adjourned at 1:10 pm.

Silvia Roussin

City Clerk

Re: [External] Quote: Ford F-150 Responder-Duval Ford

Chief Kris DiGiovanni <Chief@keycolonybeach.net>

Tue 2024-07-23 4:34 PM

To:KCB Mayor <Mayor@keycolonybeach.net>

 1 attachments (4 MB)

F150.pdf;

Mayor,

As you know, last night, Officer Buckwalter was struck by an intoxicated driver. The officer is okay, however, the vehicle he was driving received damage to the left front tire, rendering it inoperative.

The time this vehicle will take to fix will be at least 4 months.

A new vehicle will possibly be approved in the next budget cycle, according to the next budget workshop proposals however, the average wait time for new orders is about 6 months.

There is an F-150 that was ordered by another police department, and it was not picked up.

As the police department is going to F-150's, I feel it would be wise to purchase this F-150 out of this year's budget.

Budget:

The current cost is \$48,670.65. This price was based on a State bid and the upgrades that will have to be completed with all future vehicles.

In the 2023/2024 budget, there is \$57,000. set aside for the reserve officer. I have reach out to Jen for a current budget for the police department.

I consider this purchase an emergency, given the time it will take for the current vehicle to be fixed at the local body shop and the average time for the ordering of a new vehicle.

Attached is the information on this vehicle and the State bid information.

Respectfully,



Chief Kris DiGiovanni

Key Colony Beach Police Department

Key Colony Beach, FL 33051

Office: 305-289-1212 ext. 1

Cell: 305-481-8597

Please note: Florida has a very broad public records law. Written communications to or from this office regarding State or County or City business constitute public records and are available to the public and media upon request unless the information is subject to a specific statutory exemption. Therefore, your email message may be subject to public disclosure.

Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.



City of Key Colony Beach PD

Prepared for:

City of Key Colony Beach PD
Joe Burden
kcb658@keycolonybeachpd.com
502-817-6493

Contract Holder

7/18/2024

Duval Ford
Jared Davis
(Work) 904-381-6595
jared.davis@duvalmotor.com
405 Lane Ave N
Jacksonville, FL 32254

Pricing through Bradford County Sheriff's Contract BCSO 22-27-1.0. Please note any items in red as they may require additional customer information or clarification. When submitting purchase order, please note billing address, delivery address, and any titling instructions. Thank you!

| Code | Equipment | OEM Price Level: | BCSO Contract Price |
|----------------------------------------|---------------------------------------------------------------------------------|------------------|---------------------|
| 2023 W1P | 2023 Ford F-150 Responder | \$ 46,676.00 | \$ 43,648.15 |
| OEM freight | Factory Destination | \$ 1,795.00 | \$ 1,824.62 |
| UM | Agate Black Metallic | \$ - | \$ - |
| PB | Black police seats; 40/BLANK/40 | \$ - | \$ - |
| 998.44G | 3.5L EcoBoost/10-spd auto | \$ - | \$ - |
| 153 | Front license plate bracket | \$ - | \$ - |
| 18B | Black platform running boards | \$ 228.00 | \$ 231.76 |
| 67P | Remote keyless entry | \$ 310.00 | \$ 315.12 |
| Discount | Government Concession reflected in Base Vehicle Price | | |
| Ceiling Markup | Primary Awardee Ceiling Markup | 1.65% | |
| Ceiling Percentage Markup: Accessories | | 29% | |
| 3 | Tint all windows, incl windshield strip | \$ 250.00 | \$ 967.50 |
| 1 | Spray-in bedliner | \$ 450.00 | \$ 580.50 |
| Final Delivery | | | |
| Labor | Total Labor Hours for installation of parts | \$ - | \$ - |
| Freight | Freight on Parts | \$ - | \$ - |
| 33051 | Destination & Fuel to end user zip code (calculated from Dealer to EU zip Code) | \$ 2.00 | \$ 932.00 |
| Tag | New FL City Tag, processing and handling by dealer | \$ 173.00 | \$ 173.00 |
| Warranty | Extended Warranty excluded | \$ - | \$ - |
| NOTE | Stock unit PKF04561 | | |

UNIT COST

\$ 48,670.65

TOTAL QUANTITY

1

TOTAL PURCHASE

\$ 48,670.65

Tabulation Sheet

| | | |
|--------------------------------------------------|--|----------------------------------------------------------------|
| Solicitation Title: Motor Vehicles | | Agency Personnel: |
| Solicitation Number: 23-25100000-ITB | | Opened by: Kimberly Alvarez-Estrada, Senior Purchasing Analyst |
| Solicitation Responses Due: April 11, 2023 | | Tabulated by: Jesse Marks, Bureau Chief |
| Posting Notice of Intended Award: April 25, 2023 | | Verified by: Ashley Sellers, Purchasing Analyst Supervisor |
| From: April 25, 2023 | | |
| To: April 28, 2023 | | |

Pursuant to 287.057(25) of the Florida Statutes, "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

Final award is contingent on completion of a signed and submitted contract, compliance with contract terms, conditions, and reporting requirements, and transaction fee reporting and payment. Alternate terms submitted are not accepted. In accordance with the Basis for Award Section in the ITB, Contracts for each Model, within each Sub-Group (or Group, for Groups that do not include Sub-Groups) will be awarded to the responsible and responsive Bidder(s) that offer the lowest Cost Plus Percentage (not to exceed 6%) which will be applied for the initial and renewal term.

The following Bid Tabulation identifies the intended awarded vendor(s) in yellow.

| Bidder(s) | Responsive |
|---------------------------------------------------------------------|------------|
| Affordable Carts Holdings, LLC | Responsive |
| Alan Jay Automotive Management, Inc. | Responsive |
| Bozard Ford Co. | Responsive |
| Duval Ford LLC | Responsive |
| Gabonmoto Utility Vehicles and More LLC, DBA Moto Electric Vehicles | Responsive |
| Love Power Equipment, Inc. | Responsive |
| Starks Motors LLC | Responsive |
| Step One Automotive dba CDJR Ft Walton Beach | Responsive |
| Step One Automotive dba Ford Crestview | Responsive |
| Step One Automotive dba Hyundai Brunswick | Responsive |
| Tropical Ford, Inc. | Responsive |

| ITB No. 23-25100000-JTB, MOTOR VEHICLES | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-------------------------|
| Attachment C: Cost Sheet - Group 1: Law Enforcement Vehicles | | | | | |
| Commodity Codes: 25101702 (POLICE VEHICLES), 25101509 (ELECTRICALLY POWERED VEHICLE), 25101511 (PLUG-IN-HYBRID ELECTRIC VEHICLE), 25101801 (MOTORCYCLES) | | | | | |
| Note: Cost Plus % (not to exceed 6%) shall be entered as percentages up the hundredths, or higher, decimal place. For each Model bid upon, Bidders must submit a Cost Plus % which will be applied for the Initial and Renewal Terms for the Model and its applicable Options. | | | | | |
| Submitted By: | | <Insert Organization Name> | | | INITIAL & RENEWAL TERMS |
| Sub-Group | Brand | Line Number | Model | Bidder Name (Autofill when Organization Name is entered above and Initial & Renewal Terms column is completed) | |
| Sub-Group A: Police Pursuit Vehicles | Chevrolet | 1 | Blazer EV Police Pursuit Vehicle (Electric) | | |
| | | 2 | Silverado Police Pursuit Vehicle | | |
| | | 3 | Tahoe Police Pursuit Vehicle | | |
| | Dodge | 4 | Charger Pursuit | | |
| | | 5 | Durango Pursuit | | |
| Sub-Group B: Special Service Vehicles | Ford | 6 | F-150 Police Responder | | |
| | Ford | 7 | Police Interceptor Utility | | |
| | Ford | 8 | Police Interceptor Utility (Hybrid) | | |
| | Chevrolet | 9 | Bolt EUV Special Service Vehicle | | |
| | | 10 | Bolt EV Special Service Vehicle | | |
| | | 11 | Silverado Special Service Vehicle | | |
| | | 12 | Tahoe Special Service Vehicle | | |
| | | 13 | Traverse Special Service Vehicle | | |
| | Dodge | 14 | Durango Special Service | | |
| | | 15 | Expedition Special Service Vehicle | | |
| | Ford | 16 | F-150 Special Service Vehicle | | |
| | | 17 | F-150 Special Service Vehicle (Hybrid) | | |
| Sub-Group C: Transport Vans | Ram | 18 | F-150 Lightning Pro Special Service Vehicle (Electric) | | |
| | | 19 | 1500 Classic Special Service | | |
| | Chevrolet | 20 | Express Transport Van | | |
| | | 21 | E-Transit Prisoner Transport Vehicle (Electric) | | |
| Sub-Group D: Non-Specialized Vehicles for Law Enforcement Use* | Ford | 22 | Transit Prisoner Transport Vehicle | | |
| | Chevrolet | 23 | Camaro 1LS, 1LT, LT1, and 1SS Coupes | | |
| | | 24 | Challenger SXT, GT, and RT | | |
| | Ford | 25 | Mustang GT Fastback and EcoBoost Fastback | | |
| | | 26 | CE 04-P (Electric) | | |
| Sub-Group E: Motorcycles | BMW | 27 | F 750 GS-P | | |
| | | 28 | F 850 GS-P | | |
| | | 29 | R 1250 RT-P | | |
| | Harley-Davidson | 30 | Police Electra Glide | | |
| | | 31 | Police Iron 883 | | |
| | | 32 | Police Road King | | |
| | Honda | 33 | ST1300PA Police Motorcycle | | |
| | | 34 | Concours14 | | |
| | Yamaha | 35 | FJR1300P | | |

* Availability is limited to the trims and configurations specifically listed for each Model.

Key Colony Beach Police Department

Chief Kris I. DiGiovanni

P.O. Box 510141, 600 West Ocean Drive, Key Colony Beach, Florida 33051. Phone 305-289-1212

To: Mayor Raspe
City Commissioners
From: Chief DiGiovanni
Re: Hiring Recommendation

I am recommending Mr. Ronald Edward Schlegel for your approval to fill the full-time vacancy in the police department upon his successful completion of the following:

Polygraph Examination
Psychological Testing
Psychological Interview (If applicable)
Drug Testing
Medical Examination
Completed Background Check

A criminal history check, a driver's license check, and an interview have been successfully completed at this time.

Mr. Schlegel is a retired sergeant from the Allentown Police Department in Pennsylvania and is seeking employment with the Key Colony Beach police Department. Mr. Schlegel also has a bachelor's degree in criminal justice.

As per the current PBA Contract, the vacant position that he will be assigned to will be a result of the current PBA members shift bids.

It is my recommendation that he be hired and his salary to be discussed after further review of the PBA contract.



Proposal

ERNEST E. RHODES PLUMBING, INC.

10700 5th Avenue Gulf
P.O.Box 500995
MARATHON, FLORIDA KEYS 33050
Phone (305)743-7072
Florida Certified Plumbing Contractor #CFC1427241

| | | | | | |
|--------------------------|---------------------------|--------------|------------------------------------|------|----------|
| PROPOSAL SUBMITTED | City of Key Colony Beach | PHONE | 305-289-1212 | DATE | 08/08/24 |
| STREET | 600 West Ocean Drive | JOB NAME | Marble Hall | | |
| CITY, STATE AND ZIP CODE | Key Colony Beach FL 33051 | JOB LOCATION | 600 W Ocean Drive Key Colony Beach | | |
| ARCHITECT | DATE OF PLANS | | JOB PHONE | | |

We hereby submit specifications and estimates

Installation of Plumbing including only the following:

Labor and materials to replace +/- 135 feet of 4" sewer main line from cleanout at planter area next to building to city connection in green space near West Ocean Drive. Approximately 110 feet of asphalt must be removed and disposed of. Excavate and replace sewer main line with pvc. Backfill new sewer line bed and compact.

No Asphalt Cutting Or Disposal Is Included In This Proposal

No Asphalt Replacement Included In This Proposal

Parking Lot Traffic Will Need To Be Diverted To The 7th Street Entrance For Several Days

Due to rapidly rising material prices—proposals are good only for 10 days from proposal date*

Interior water piping to be pex / cpvc tube and fittings, exterior water and all drainage piping to be Schedule 40 PVC pipe and fittings. This estimate includes standard fixtures and installation only. Any additional hand showers, body sprays, specialty shower heads, etc. may result in an extra labor fee.

Should owner want to provide their own fixtures, all fixtures must be on sight at the time of rough plumbing or detailed cut-sheets must be provided by owner.

Water connections to FKAA meters only. No meter or tap fees included. Sewer connections to City or County systems are based on sewer connections at property line only. Any additional digging or locating of sewer connections may require additional labor and materials.

All phases of the installation to be completed in a workmanlike manner in accordance with applicable Plumbing codes and regulations.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nine Thousand Nine Hundred Fifty Dollars And Zero Cents

\$9,950.00

Payment to be made as follows:

Pay \$4,975.00 At The Beginning Of Work And Pay \$4,975.00 At The Completion Of Work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other insurance. Our workers are fully covered by Workman's Compensation insurance

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____

Signature _____

Signature _____

Silvia Roussin

From: Tony Loreno <buildingofficial@keycolonybeach.net>
Sent: Wednesday, August 7, 2024 9:11 AM
To: Silvia Roussin
Cc: Samantha Rodamer; John Bartus
Subject: RentalScape overview from my perspective.

Follow Up Flag: Follow up
Flag Status: Flagged

Good Morning Silvia,

Per our conversation a few weeks ago. Our building Department team took the live webinar training with rentalscape software. I feel this may not be a productive tool for a smaller city like ours. The interface is useful but the daily scraping of public data on all the rental sites like VRBO, AirBnB and related public sites to verify active license compliance. We found that some of the data was not ideally helpful or useful as we have a great team with Tammie, Samantha and Willy that stay on top of rental licensing and compliance within our city. Some of the data provided that was red flagged for license issues turned out to be incorrect as rentalscape is limited to public data and showed a few of our cities rental homes as being red flagged for licensing or blocked dates owners are personally using for less than 7 days. During the web training I was able to pull up these properties and verify they did have current license, but it was not provided on the rental owners vrbo listing. Just my thoughts but I feel this may not be a viable tool for our team as we are always on the lookout for rental and license violations. And I know Tammie is on top of keeping all our cities rentals in compliance and finding most discrepancies online via facebook and related sites. I do believe the rentalscape software is more useful for larger metro cities that may not monitor or oversea rental's the way KCB does. Just wanted to bounce this off the team as I found the benefits seemed marginal and not being utilized like it would for a city that does not have a team to monitor our vacation and long term rentals.

Thank you

Tony Loreno

Building Official
City of Key Colony Beach
305-289-1212 ext 3
Buildingofficial@keycolonybeach.net

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Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity.

If you are an entity authorized to provide confidential information to a government entity, please indicate the exemption to Florida Chapter 119 and verify its applicability before sending. If you are authorized to receive confidential information from the City of Key Colony Beach it will be so noted and with the statutory exemption applicable. Exempt material retransmission or disclosure is governed by Florida Law. The recipient is charged with compliance regarding any retransmission or disclosure. The City of Key Colony Beach shall not be liable for any inappropriate retransmission or disclosure.

City of Key Colony Beach

Wastewater Treatment Plant

Digester Access Stair Removal and Replacement



Safety of Access and Risk Mitigation

City of Key Colony Beach
Mr. Jason Shepler
Key Colony Beach, FL 33051

July 15, 2024

RE: Key Colony Beach WWTP
Safety Modifications and Upgrades
Digester Access Stairway and Platform
Removal and Replacement

Mr. Shepler:

Reynolds Construction (RC) is appreciative of the opportunity to submit a proposal for the City of Key Colony Beach for the Safety Upgrades for the Removal and Replacement of Digester Access Stairway and Platform.

In efforts to address the immediate safety concerns as associated with the digester access stair, RC suggests complete removal and replacement of the digester access stair and platform.

Damage to the stairway includes, but is not limited to:

- Main stair structural stringer is structurally compromised and is no longer functional as an anchored support. The stringer does not provide rigidity as the stair is being utilized as one side of the tread stringer is now independent of the designed structural intent and lacks integrity. The stair tread support stringer is a potentially significant violation of OSHA and may need to be immediately reviewed.
- Structural carbon steel column footers directly fastened to the concrete to the intermediate stair landing are in advanced stage of corrosion in which layering and flaking is occurring.
- Handrail mounting brackets are cracked, broken and damaged. At least two handrail posts are broken and independent of the anchoring brackets that fasten to the structural beam member.
- The handrail fastening tab is mounted to carbon steel that has corroded in a manner creating a heaving situation that has created differential pressures causing breaking and/or cracking.

Proposed work includes, but is not limited to:

- Removal and disposal of existing carbon metal stairway.
- Removal and replacement of all gratings and handrails with aluminum treads and handrails.
- Removal and replacement of ~15' platform (independent of control panel walkway).
- Replacement of stairway with aluminum structural components to eliminate future need of coatings and corrosion protection.
- An electrical allowance of \$1,000 has been included for miscellaneous conduit disconnection and reconnection.

- Mittauer Engineering is to confirm the new structural components for design integrity.

Proposal:

- Reynolds proposes to perform the included work as a change order to the existing digester platform as a contractual change modification for the lump sum total of:
 - o \$98,981 (*ninety-eight thousand nine hundred eighty-one dollars and zero*)

Assessment of immediate repairs if proposal for the replacement of the digester access stair and platform does not occur:

- The east lower stair stringer needs to be addressed immediately as the component's structural usefulness is terminal.
- The handrail structural mounts may need to be reworked, replaced or possibly structurally modified as several of the handrail mounts are either broken, cracked or the integrity of the component likely will not meet OSHA compliance.
- The structural platform columns may need to be sandblasted and examined for replacement.
- The structural platform may need to be sandblasted and recoated in efforts of preserving the steel for a short period of time.

Time:

- Work is anticipated to be eighteen (18) to twenty (20) weeks following the design, engineering and submittal approval.
- Reynolds work is expected to take approximately ten (10) business days and is subject to weather. RC anticipates working ten (10) hours per day to expedite the schedule.
- This quotation is valid for thirty (30) days and shall be subject to price modifications based on the pricing volatility of aluminum components.

Reynolds appreciates the opportunity to provide this proposal to the City of Key Colony Beach. Feel free to call me on my mobile phone if you have any questions; I may be reached at (317) 832-5987.

Respectfully Provided:

Reynolds Construction, LLC



Joshua R. Vondersaar











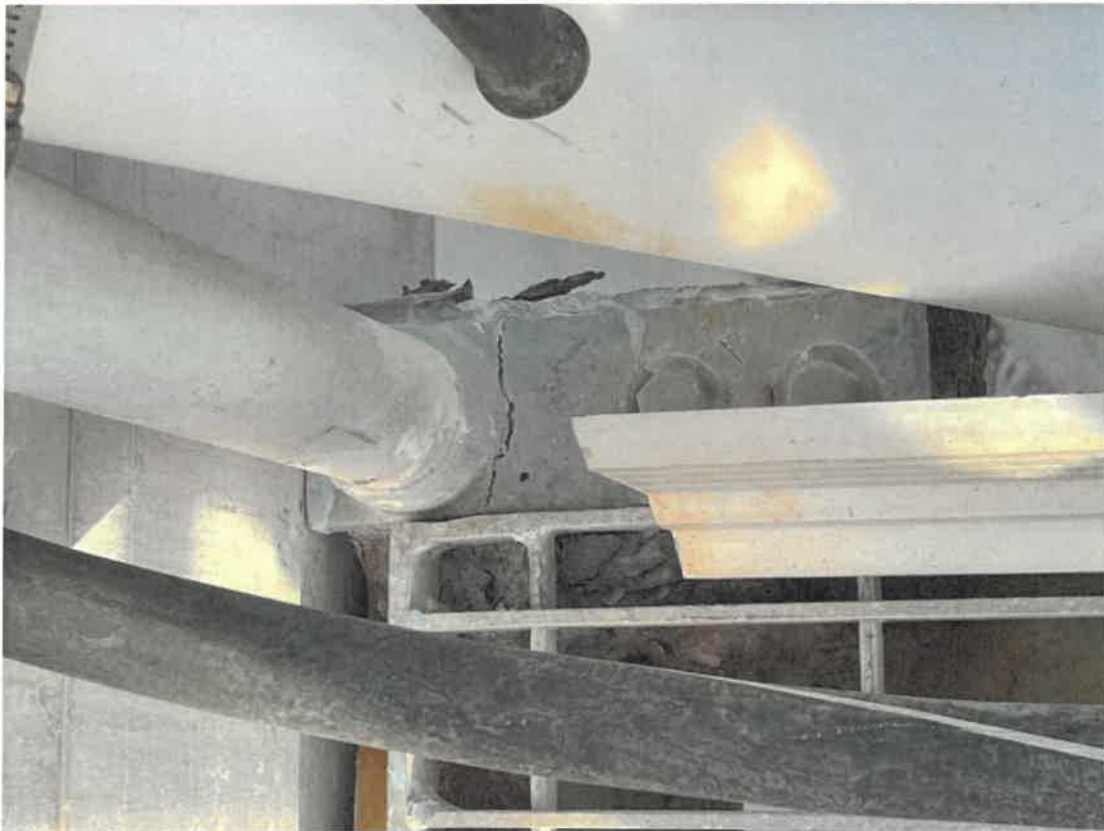


















The purpose of rewriting 14–5 is to change it from a punishment oriented statute to one that accomplishes the intent of keeping the sewage in the sewer system. It also takes into account the limited number of contractors that are available to the city to perform the required work.

Statute number 14–5 sewer pipe testing and inspection. No later than June 30, 2011, property within the city must be inspected and tested by a licensed plumbing contractor to determine if the sewer pipes are structurally sound or in need of repair or replacement. Test results must be provided to the building official. It is the responsibility of the property owner to assure that the inspection report has been forwarded to the building official from their contractor.

All properties must be inspected in accordance with the schedule below:

For structures built before 1970: Every five years

All other structures: Every 10 years

IF any structure has had work done on it's connection to the sewer system, and in the opinion of the KCB building official that the system is now in compliance with the latest standards, their inspection cycle will be 10 years.

IF the inspection report is not submitted to the building official by July 1 of the inspection year, the owner will be subjected to a fine of \$50 per month. A property owner that has contacted a licensed contractor, has received an appointment and received an approximate start date, shall submit said dates to the building official, and this will be considered in compliance until the start date.

After two months, and after two attempts to contact the property owner and if the property has a sewer entrance that is exterior to the house, the city may hire a licensed contractor to inspect the sewer connection. All costs incurred in this effort, administrative and actual shall be the responsibility of

the property owner. Property that failed inspection must be repaired or scheduled to be repaired within two months of the identified failure. The information of satisfactory reinspection of the rework, must be presented to the KCB building official.

In the event that a violation of this ordinance is referred to the code enforcement board, the board shall have the authority to impose penalties pursuant to section 1–10, including daily fines in excess of those in subsection B and administration fees.

Revision 7/22/2024

DRAFT ORDINANCE NO. 2024-XXX

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 September 2021; and

WHEREAS, collections of user fees for fiscal year 2024-2025 are projected to be less than the amount needed to operate the sewer plant and system and therefore reserves will be reduced; 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 . . . | \$60.00 | \$66.67 | \$71.00 (\$213/quarter) |
| Apartment and condominium living unit . . . | \$60.00 | \$66.67 | \$71.00 (\$213/quarter) |
| Laundry machines, commercial, standard load (that are a part of apartments and condominiums) . . . | | \$30.00 | \$32.00 |
| Laundry machines, commercial, large load (that are a part of apartments and condominiums) . . . | | \$91.50 | \$97.50 |
| Recreational buildings (that are a part of apartments or condominiums) . . . | | \$75.00 | \$80.00 |

All commercial accounts, per 100 gallons of water consumed ~~\$2.09~~ ~~\$2.32~~ \$2.47
 Or a minimum of ~~\$40.00~~ ~~\$50.00~~ ~~\$60.00~~ \$64.00 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, 2013 ~~2023~~ 2024.

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 ____ day of ____ 2024.

| | | |
|-----------------------------|----------|-----------|
| Mayor Joey Raspe | NO _____ | YES _____ |
| Vice-Mayor Freddie Foster | 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 ____ day of ____ 2024.

| | | |
|-----------------------------|----------|-----------|
| Mayor Joey Raspe | NO _____ | YES _____ |
| Vice-Mayor Freddie Foster | 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 ____ day of ____ 2024.

 Joey Raspe, Mayor

 Silvia Gransee, City Clerk

Approved as to form and legal sufficiency:

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

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between **Insituform Technologies, LLC** (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 _____ to _____.

This Contract may be extended to complete the scope of work, as necessary.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following services:

Clean and camera approximately 38,000 feet of 8-inch sewer gravity line.

Documentation of the specific goods/services is attached and labeled as *Exhibit “A”* to this Contract and is incorporated herewith by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

City shall pay Contractor the sum of \$104,500.00 for services rendered pursuant to this Contract, with payment to be made as follows:

Payment will be made in full upon completion of project.

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

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.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit "C."*

☒ **General Liability Insurance**

Amount: \$1,000,000.00

☒ **Professional Liability Insurance**

Amount: \$1,000,000.00

☐ **Vehicle Liability Insurance**

Amount: _____

☐ **Workers Compensation Insurance**

Amount: _____

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 90 days 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.

6. **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: SILVIA ROUSSIN, CITYCLERK@KEYCOLONYBEACH.NET, OR BY MAIL TO: THE CITY OF KEY COLONY BEACH, ATTN: CUSTODIAN OF PUBLIC RECORDS, 600 WEST OCEAN, KEY COLONY BEACH, FLORIDA 33051.

7. 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.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party 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.

9. ASSIGNMENT

Neither Contractor nor the City 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.

10. 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.

11. 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.

12. 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. 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.

13. REPRESENTATIONS, WARRANTIES & DEBARMENT

Affidavits concerning the below are attached hereto as "*Exhibit B.*" 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. ETHICS CLAUSE

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

19. 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, except as allowed by DOE Interpretative Memorandum No. A-20. 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.

20. 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.

21. COUNTERPARTS

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

22. 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.

23. CAPTIONS

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

24. 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.

25. 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 Name:</u> The City of Key Colony Beach 600 W Ocean Key Colony Beach, FL 33051 <u>With a copy to:</u> Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036 | <u>The Contractor:</u> Instituform Technologies, LLC Attn: Diana Partridge, Contracting and Attesting Officer 35 Commercial Drive, Suite 306 Wrentham, MA 02093 580 Goddard Avenue Chesterfield, MO 63005 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

26. 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.

27. 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.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on this ____ day of _____, 2024.

FOR CITY:

JOEY RASPE, MAYOR

DATE _____

FOR CONTRACTOR:

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE _____

PRINT NAME _____

TITLE

EXHIBIT A

**INVITATION TO BID (ITB)
CITY OF KEY COLONY BEACH
ITB 2024-01**

**CLEAN AND CAMERA APPROXIMATELY 38,000 FEET
OF 8-INCH SEWER GRAVITY MAIN LINE**

NOTICE IS HEREBY GIVEN that the City of Key Colony Beach, Florida ("City") hereby requests sealed bids for the following:

1. Clean and camera sewer gravity main line within the City of Key Colony Beach, consisting of one hundred twenty (120) manholes and approximately 38,000 feet of eight (8") inch width pipe of the City's main wastewater gravity conveyance line.
2. Debris must be removed, and area cleaned to pre-construction conditions.
3. All bids must be submitted in a sealed envelope to City Clerk Silvia Gransee at 600 W. Ocean, Key Colony Beach, Florida 33051 (mailing address PO Box 510141, Key Colony Beach, FL 33051), no later than June 26th 2024 at 9:30 am.
4. The City will hold a non-mandatory conference and site visit on May 29th, 2024, at 10:00 am. The meeting will be held at the Wastewater Treatment Plant, 600 8th Street, Key Colony Beach, Florida 33051.
4. Successful vendors must provide proper insurance, and each contractor is to submit their bid as indicated in the specifications.
5. Award of Contract: The City Commission will make the final award of the bid or contract. The City reserves the right to reject any or all bids and to waive any informality in bidding.
6. Any questions from any bidders should be directed to City Clerk Silvia Gransee by email to cityclerk@keycolonybeach.net.

Answers to questions will be posted electronically by the City on DemandStar.

| CALENDAR OF EVENTS ITB 2024-01 | | |
|---------------------------------------|------------------------------------|----------------------------------------------------------------------------------------------------------|
| 05-22-2024 | | Release Solicitation |
| 05-29-2024 | 10:00 am | Non-Mandatory Pre-Bid Conference and Site Visit (600 8 th Street, Key Colony Beach, FL 33051) |
| 06-12-2024 | 4:00 pm | Last Day for submission of written questions to the City |
| 06-18-2024 | 4:00 pm | Last day for the City to post answers to questions |
| 06-26-2024 | 9:30 am | Bid Due & Opening (Open to Public – 600 W. Ocean Drive, Key Colony Beach, FL 33051) |
| 07-11-2024 | 9:30 am Utility Board Meeting | Recommendation to Award |
| 07-18-2024 | 9:30 am City Commission meeting | Award of Bid (Open to the Public – 600 W. Ocean Drive, Key Colony Beach, FL 33051) |
| | | |

I. Conditions:

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. The contractor shall complete a debarment certification and agrees to full comply with Florida Public Records Laws as part of any agreement entered into under the Invitation to Bid.

II. Cone of Silence

This Invitation to Bid is subject to a “Cone of Silence” and exemption as an ongoing competitive solicitation in accordance with Section 119.071(1), Florida Statutes. The cone of silence shall terminate at the time the City Commission awards or approves a contract, votes to reject all bids, or otherwise takes action which ends the solicitation or procurement process.

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

III. Insurance Requirements:

The Contractor will be required to meet the City insurance requirements. Unless otherwise specified the Contractor shall, before commencing, add the City as an additionally named insured in the following minimum amounts with specific coverage which includes underground, explosion, and collapse.

| | |
|-----------------------------------|---------------------------------------------------------------------------------------|
| Property Damage Bodily Injury | \$1,000,000 (each accident) \$500,000 (each person) \$1,000,000 (each accident) |
| Workmen's Compensation Insurance: | All Liability imposed under Workmen's Compensation statute |
| Employer's Liability Insurance | \$100,000 |
| Contractual Liability Insurance | \$500,000 |
| Completed Operations Insurance | \$500,000 |

IV. Scope of Work:

The Contractor will complete the project based on specifications listed in section IV and all manufacturing instructions related to the use of the products selected. All work will be completed in accordance with a project schedule provided by the City and agreed to by the Contractor.

V. Site Restoration:

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

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

VI. Guarantees:

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

VII. Quotes:

All proposed work will be included in the quote.

VIII. Billing/invoicing:

All billing and invoicing will be done at the completion of the project.

IX. Rejection of Bids:

- The City reserves the right to cancel requests for bids without penalty when it is in the best interest of the City. Notice of cancellation shall be sent to all individuals or entities solicited.
- The City reserves the right:
 - to reject any or all bids,
 - to waive any informality or irregularity in any bid,
 - to negotiate changes and/or modifications with the lowest responsible vendor and
 - to make award to the response deemed to be the most advantageous to the City.

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

- Any bid not conforming with the specifications or requirements set forth by the City in the request may be rejected.
- Bids may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment, or labor.

X. Successful Bid:

- A. Submissions shall be tabulated, and a recommendation shall be prepared by the City staff. If an award is recommended to be made to other than the lowest vendor, or if the purchase was not included in the fiscal year budget, justification for the award must be made in writing.
- B. City staff shall send a recommendation and tabulation of all bids received for purchases meeting the requirements to the City Commission for consideration of awarding.
- C. All awards made in accordance with the provisions of this Invitation to Bid are final determinations.

XI. Change Orders:

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

1. Is not of such a size or nature as to undermine the integrity of the original process; and
 2. Is germane to the original contract; and
 3. Does not exceed twenty percent (20%) of the contractor amount; and
 4. The change order is approved by the City Commission. However, the Mayor or City Administrator, may approve change orders for amounts that are not greater than five thousand dollars (\$5,000.00) as authorized by the City Commission.
8. Change orders for contracts for public improvements shall be as provided by state law.

XII. Construction Contracts:

- The vendor must comply with all applicable laws prerequisite to doing business in the state.
8. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).
- C. The vendor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.
 - D. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award.

Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer, or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the City within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

- E. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.
- F. The vendor must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

XIII. Additional Items CONTRACT REQUIREMENTS

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

Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend, save and hold the City, its trustees, officers, employees, agents, attorneys and lenders (collectively the "Indemnitees") harmless from and against all loss and expense (including, but not limited to, reasonable attorney's fees and other costs and expenses) by reason of the liability imposed by law upon the Indemnitees, or any of them, for damages because of bodily injury, occupational sickness or disease, including death, resulting therefrom, sustained by any employees of Contractor or subcontractors, while performing the work or while at the site where work under the Contract is being conducted or elsewhere, while engaged in the performance of Work under the Contractor, or sustained by any person or persons other than employees of Contractor, however such injuries may be caused, whether attributable to a breach of statutory duty or administrative regulation or otherwise, and such injuries for which liability is imputed to the Indemnitees, or any of them, or claims for property damage because of injury to or destruction of tangible property, directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the work or the failure to protect the work or the site, or the condition of the work, the site, adjoining land or driveways, or streets or alleys used in connection with the performance of the work. Without limiting the generality of the foregoing, the defense and indemnity set forth in this section includes subject only to the limitations contained in this section, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to an Indemnatee or to any other person or entities, whether based upon, or claimed to be based upon, statutory, contractual, tort or other liability of any Indemnatee. In addition, such defense and indemnity shall include all liabilities, damages, losses, claims, demands, and actions for defamation, false arrest, malicious prosecution or any other infringement or similar rights. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnatee for its own negligence. If any, to the extent not permitted by law or to eliminate or reduce any other indemnification, right or remedy which the City is otherwise entitled to assert. If any claim indemnified hereunder has not been settled or discharged when the work is completed, final payment of the Contract Sum shall not be due, unless and until Contractor provides a bond or other security equal to 150% of the amount of such claim in a form and substance satisfactory to the City. In any and all claims against any Indemnatee or any of its agents or employees by any employee of Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under Worker's Compensation acts or other employees benefit acts.

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DRUG FREE WORKPLACE CERTIFICATION

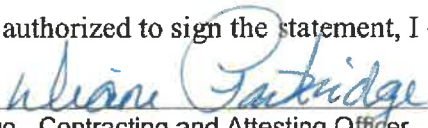
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

Insituform Technologies, LLC

(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 section (1).
4. In the statement specified in section (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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



Diane Partridge - Contracting and Attesting Officer
Applicant's Signature Date 6/26/2024

CONTRACTOR AGREEMENT

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

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

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

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

Signed:



Print Name: Diane Partridge

Title: Contracting and Attesting Officer

Company Name: Insituform Technologies, LLC

Date: 6/26/2024

CITY OF KEY COLONY BEACH

VENDOR COST BID

To clean and camera approximately 38,000 Feet of 8-inch Sewer Gravity Main Line

Complete Cost \$ 104,500.00

One Hundred Four Thousand Five Hundred Dollars and 00/100

Total price written in words.

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

AUTHORIZED SIGNATURE:  DATE: 6/26/2024
Diane Partridge - Contracting and Attesting Officer

NON-COLLUSION AFFIDAVIT OF BIDDER

State of MISSOURI
County of ST. LOUIS

Diane Partridge

I ("Affiant"), being first duly sworn, deposes and says that:

Contracting and Attesting Officer Insituform Technologies, LLC

- (1) Affiant is (insert job title) of (insert name of company) the bidder that submitted the attached bid;
- (2) Affiant is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Affiant nor any of his/her/its officers, partners, owners, agents, representatives, employees or parties in interest, including Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or has refrained from bidding in connection with such Contract; nor in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder; nor has fixed any overhead, profit or cost element of the bid price, or the bid price of any other bidder; nor has secured through any collusion, conspiracy, connivance or unlawful agreement, any advantage against the Town of Dundee or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Affiant or any of its agents, representatives, owners, employees, or parties in interest.

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

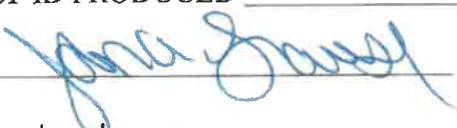
STATE OF MISSOURI

COUNTY OF ST. LOUIS

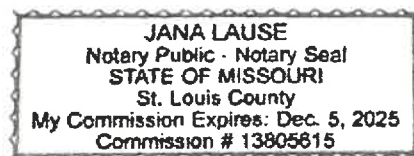
SWORN TO AND SUBSCRIBED BEFORE ME THIS 26 DAY OF June, 2024

NOTARY PUBLIC: CHECK ONE PERSONALLY KNOWN TO ME X Produced I.D.

TYPE OF ID PRODUCED

SIGN: 

PRINT: Jana Lause



**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 City of Key Colony Beach
(print name of the public entity)
by Diane Partridge, Contracting and Attesting Officer for Insituform Technologies, LLC
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is 580 Goddard Avenue, Chesterfield, MO 63005 and (if applicable) its Federal
Employer Identification Number (FEIN) is 13-3032158. *(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.)

X 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.

Diane Partridge
(Signature)

Diane Partridge, Contracting and Attesting Officer

6/26/2024

(Date)

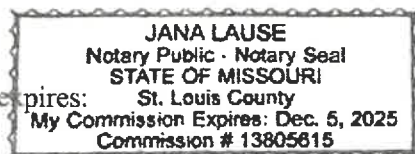
STATE OF MISSOURI
COUNTY OF ST. LOUIS

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this 26 day of June, 2024.

Jana Lause

(name of individual signing)

My commission expires:



Jana Lause
NOTARY PUBLIC



Stronger. Safer. Infrastructure.



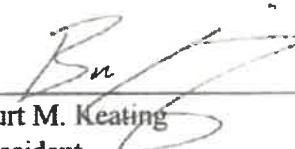
580 Goddard Avenue
Chesterfield, MO 63005
Phone: (636) 530-8000
Fax: (636) 898-5078
www.aegion.com

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Ursula Youngblood and Patrizia Sordillo are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: September 30, 2022



Burt M. Keating
President



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WELSH, KENDALL THOMAS

INSITUFORM TECHNOLOGIES LLC

82 TORTOLA WAY

ST JOHNS

FL 32259

LICENSE NUMBER: CGC1510306

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com



ISSUED: 06/17/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that INSITUFORM TECHNOLOGIES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 18, 2012.

The document number of this limited liability company is M12000000304.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on December 4, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-third day of January,
2024*



A handwritten signature in black ink, appearing to be "J. B. J.", written over a horizontal line.

Secretary of State

Tracking Number: 0016610382CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



FINANCIAL INFORMATION

Bonding Company: Travelers Casualty & Surety Company of America
One Tower Square, 13CZ
Hartford, CT 06183
Richard W. DuPont, St. Louis Manager (314) 579-8315
AM Best Guide Rating A++ XV

Agent: Marsh & McLennan Agency
825 Maryville Centre Drive, Suite 200
Chesterfield, MO 63017
Dana Johnessee (314) 594-2700
Bonding Capacity: \$700,000,000

Insurance Company: XL Insurance Company of America/Greenwich Insurance Co.
200 Liberty St., One World Financial Center
New York, NY 10281
Nancy Rummel, (317) 374-0657

Agent: Lockton Companies / St. Louis
#1 Cityplace Drive, Suite 160
St. Louis, MO 63141
Jocelyn Harmon, (314) 432-0500 x3691

Banking: Global Banking & Markets
Bank of America, BofA Securities, Inc.
7676 Forsyth Blvd., Clayton, MO 63105-3404
Kevin M. Knopf, Sr. VP (314) 898-9280
M (314) 724-7225 F (312) 453-3691
kevin.knopf@bofa.com

Trade Reference: **AOC**
950 HWY 57 E
Collierville, TN 38017
Phone: (901) 854-2818
Fax: (901) 854-7223

Auriga Polymers
4235 S. Stream Blvd.
Charlotte, NC 28217
Attn: Kay Mills
Phone: (980) 233-8269
Fax: (980) 233-6602

United Initiators, Inc.
555 Garden Street
Elyria, OH 44036
Phone: (440) 326-2413



Insituform

Technologies, LLC

Worldwide Pipeline Rehabilitation

580 Goddard Avenue
Chesterfield, MO 63005

Tel: 636-530-8650
Fax: 636-560-8701
www.insituform.com

Clean & CCTV Inspection Previous Project List

Below is a brief list of the many previous projects involving Short Lining, Manhole Rehab, and Clean/TV work our team has been involved in over the years:

- 1) Name and Address of Owner: City of Cambridge
Description of Work: CCTV and Clean Sewers and Stormwater Lines & Emergency Services & Pipe Lining
Engineer: Mike Abcunas 617-938-2347
 - CCTV/Cleaning Sewer and Drain,
 - Short Liners from 8"-24",
 - Manhole Rehabilitation.
- 2) Name and Address of Owner: City of Quincy
Description of work: Sewer System Rehabilitation and On Call Services
Engineer: Dustin Briere (Woodard & Curran) 860-681-9114
 - CCTV/Cleaning Sewer and Drain,
 - Short Liners from 8"-24",
 - Manhole Rehabilitation,
 - Chemical Grouting.
- 3) Name and Address of Owner: Town of Milton
Description of work: Sewer System Infiltration Rehabilitation
Engineer: Chase Berkely DPW Director 617-334-4407
 - CCTV/Cleaning Sewer and Drain,
 - Short Liners from 8"-24",
 - Manhole Rehabilitation,
 - Chemical Grouting.
- 4) Name and Address of Owner: City of Medford
Description of work: Sewer and Drain Inspection and Rehabilitation
Engineer: Mark Shea 781-953-6348
 - CCTV/Cleaning Sewer and Drain,
 - Short Liners from 8"-24",
 - Manhole Rehabilitation,
 - Chemical Grouting.
- 5) Name and Address of Owner: City of Newton
Description of work: CIP Project Sewer Rehabilitation
Engineer: Aaron Souza (Weston & Sampson) 508-990-6677
 - CCTV/Cleaning Sewer and Drain,
 - Short Liners from 8"-24",
 - Manhole Rehabilitation,
 - Chemical Grouting.

CLEAN & CCTV INSPECTION EXTENDED PROJECT LIST

Below is a brief list of the many previous projects involving Cleaning and CCTV inspection work our team has been involved in over the years:

| Project Name | Start Date | Finish Date | Comment |
|------------------------------------------------------------------------|------------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Somerville, MA 22-38 – 2022 CCTV Investigations | 2022-07-01 | 2023-04-01 | 1,200 LF of 6 in 160,000 LF of 8-12 in 30,000 LF of 14-20 in 16,000 LF 21-42 in 925 LF of 44-94 in |
| Lorain, OH – Year 6 Sewer Lining and CCTV | 2024-01-01 | 2024-02-01 | 24,000 LF of 8-12 in |
| Cambridge, MA – FY 23 Emergency on Call and CCTV Investigations | 2023-02-01 | 2024-02-01 | 90,000 LF of 8-15 in 40,000 LF of 15-30 in 30,000 LF of 30-48 in 8,000 LF of 48-60 in |
| Boston, MA - BWSC 23-309- 009 Sewer & Drain Condition Monitoring | 2023-09-01 | 2024-02-01 | 135,000 LF of 8-18 in 32,000 LF of 18-30 in 12,000 LF of 30-48 in 7,200 LF of 48-60 in |
| Cheektowaga, NY – Phase VIII Clean and TV | 2023-09-01 | 2024-02-02 | 60,571 LF of 8 in 72,064 LF of 10 in 9,156 LF of 12 in 3,369 LF of 15 in 991 LF of 18 in 7,021 LF of 24 in 2,633 LF of 30 in 954 LF of 36 in |
| Darien, CT 2023 Clean and CCTV | 2023-10-10 | 2024-3-1 | 42,000 LF of 8-12 in |
| Boston, MA - BWSC 22-309- 009 Sewer & Drain Condition Monitoring | 2022-09-01 | 2023-02-01 | 135,000 LF of 8-18 in 32,000 LF of 18-30 in 12,000 LF of 30-48 in 7,200 LF of 48-60 in |
| Quincy, MA SSES CCTV Investigations | 2022-09-01 | 2023-09-01 | 225,000 LF of 8-48 in |
| Greater New Haven WPCA 2021-04 | 2022-02-08 | 2022-03-11 | 285,000 LF of 12 in to 30 in |

| | | | |
|---------------------------------------------|------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Umbro & Sons (BWSC) #17-308-007 | 2022-02-07 | 2022-02-07 | 120 LF of 12 in 135 LF of 15 in 162 LF of 8 in, 255 LF of 10 in 3390 LF of 12 in, 756 LF of 15 in 615 LF of 18 in, 640 LF of 20in 1048 LF of 21in, 305 LF of 22in 305 LF of 24 in, 339 LF of 27 in 270 LF of 30in |
| P. Gioioso & Sons - Sommerville | 2022-01-26 | 2022-02-01 | |
| Gagliarducci Construction - Easthampton | 2022-01-24 | 2022-01-24 | 112 LF of 10 in |
| Fieldstone Property Owners Association | 2022-01-19 | 2022-01-20 | 1161 LF of 8 in to 10in 5402 LF of 12 in 2187 LF of 15 in, 1806 LF of 18 in to 20 in, 55 LF of 24 in, 1019 LF of 30 in |
| Geosyntec Consultants, NY | 2022-01-12 | 2022-01-18 | 40 LF of 6 in, 840 LF of 12 in 120 LF of 16 in, 10 LF of 18 in 525 LF of 24 in |
| Coventry CT, Patriot Park | 2021-12-29 | 2021-12-29 | 920 LF of 12 in |
| Lake County Board of Commission | 2021-10-11 | 2021-11-05 | 7900 LF of 27 in to 30 in |
| Sloan NY, 2021 Phase I | 2021-10-07 | 2021-10-08 | 321 LF of 8 in, 443 LF of 12 in 1502 LF of 15 in |
| Cheektowaga, NY (Phase VII) - 2021 | 2021-09-08 | 2021-12-08 | 2,274 LF of 6 in, 82,383 LF of 8 in 22,194 LF of 10 in, 9,567 LF of 12 in 5,782 LF of 15 in, 1,043 LF of 18 in 24 LF of 20 in, 11,264 LF of 24 in |
| Jefferson, OH | 2021-08-29 | 2021-08-29 | 6000 LF of 8 in |
| Hudson, OH 2021 Storm Lining | 2021-08-24 | 2021-08-27 | 3914 LF of 12 in to 36 in |
| Richmond VA, Term Contract WO #16 | 2021-07-13 | 2021-07-17 | 2342 LF of 8 in |
| Medford Lakes, NJ | 2021-06-22 | 2021-08-11 | 95,000 LF of 8in, 16,000 LF of 10in 4,000 LF of 12 in |
| Baltazar Construction, W. Springfield MA | 2021-06-16 | 2021-06-16 | 3800 LF of 8 to 12 in |
| Fieldstone Property Owners Association | 2021-06-01 | 2021-06-10 | 11,000 LF of 8 in to 30 in |
| Medford Lakes, NJ | 2021-05-17 | 2021-05-21 | 109,000 LF |
| Ayer, MA - FY21 -Sewer System Rehab | 2021-05-12 | 2021-05-12 | 7728 LF of 8 in to 24 in |

| | | | |
|----------------------------------------|------------|------------|-------------------------------------------------------------------------------------------------------------------------------|
| Boothbay, ME - West Side Reline | 2021-04-26 | 2021-04-26 | 5485 LF of 8 in, 4077 LF of 10 in 1928 LF of 14 in |
| Xenia, OH - 2020 Rehab | 2021-04-10 | 2021-04-10 | 3000 LF of 8 in |
| Montgomery County OH, 2020 | 2021-04-06 | 2021-04-16 | 25000 LF of 8 to 15 in |
| Ayer, Ma - FY21 -Sewer System Rehab | 2021-03-31 | 2021-04-02 | 1984 LF of 8 in, 2618 LF of 10 in 1982 LF of 12 in, 838 LF of 18 in 306 LF of 24 in |
| Richmond VA, Term Contract, WO #14 | 2021-02-11 | 2021-02-11 | 675 LF of 16 in x 24 in Egg shaped brick sewers |
| Richmond VA, Term Contract, WO #17 | 2021-02-10 | 2021-02-10 | 560 LF of 8 in, 180 LF of 12 in |
| Richmond VA, Term Contract, WO #15 | 2021-02-10 | 2021-02-10 | 200 LF of 8 in to 24 in |
| Richmond VA, Term Contract, WO #11 | 2021-02-10 | 2021-02-10 | 732 LF of 8 in to 30 in |
| Richmond VA, Term Contract, WO #12 | 2021-02-08 | 2021-02-09 | 1300 LF of 42 in |
| Richmond VA, Term Contract, WO #10 | 2021-02-05 | 2021-02-05 | 640 LF of 8 in |
| Medford Lakes, Nj | 2021-01-27 | 2021-02-20 | 49,701 LF of 8 in, 5200 LF of 10 in 1900 LF of 12 in |
| McCandless Township Sanitary Authority | 2021-01-20 | 2021-01-20 | 2467 LF of 24 in |
| Worthington, OH - #711-20 | 2021-01-07 | 2021-01-11 | 3017 LF of 6 in, 8139 LF of 8 in 1117 LF of 10 in, 1185 LF of 12 in 181 LF of 15 in, 566 LF of 24in, 327 LF of 42 in |
| Xenia, OH - 2020 Rehab | 2021-01-05 | 2021-01-06 | 5600 LF of 8 in |

EXHIBIT B

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: _____

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

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

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.

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

EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)

8/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|----------------------------------------|-------|--------------------------------------------|-------|-------------------------------------------------|-------|-----------------------------------------------------|-------|---------------------------------------------|-------|-------------|--|
| INSURED 1397735 Insituform Technologies, LLC 580 Goddard Avenue Chesterfield MO 63005 | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : XL Insurance America, Inc.</td><td>24554</td></tr><tr><td>INSURER B : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C : Starr Indemnity & Liability Company</td><td>38318</td></tr><tr><td>INSURER D : ACE Fire Underwriters Insurance Company</td><td>20702</td></tr><tr><td>INSURER E : Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER F :</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : XL Insurance America, Inc. | 24554 | INSURER B : ACE American Insurance Company | 22667 | INSURER C : Starr Indemnity & Liability Company | 38318 | INSURER D : ACE Fire Underwriters Insurance Company | 20702 | INSURER E : Indian Harbor Insurance Company | 36940 | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : XL Insurance America, Inc. | 24554 | | | | | | | | | | | | | | |
| INSURER B : ACE American Insurance Company | 22667 | | | | | | | | | | | | | | |
| INSURER C : Starr Indemnity & Liability Company | 38318 | | | | | | | | | | | | | | |
| INSURER D : ACE Fire Underwriters Insurance Company | 20702 | | | | | | | | | | | | | | |
| INSURER E : Indian Harbor Insurance Company | 36940 | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 20809930 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------------------------------------------------------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | N | CGD300084909 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> Independt Contractor <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | BROAD FORM PD/CONTRACTUAL | | | MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | N | ISA H10835896 | 7/1/2024 | 7/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | N | 1000095154241 | 7/1/2024 | 7/1/2025 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX |
| B D D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WLR C57242577 (AOS) SCF C57240684 (WI) (EXCLUDING MONOPOLISTIC) | 7/1/2024 7/1/2024 | 7/1/2025 7/1/2025 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| E E E | CONTRACTORS PROFESSIONAL AND POLLUTION LIABILITY | Y | N | CEO742002412 CEO742163301 (PROF - CLAIMS MADE) | 7/1/2024 7/1/2024 | 7/1/2025 7/1/2025 | Each Policy: \$10,000,000 PER CLAIM/AGG \$500,000 SIR each loss |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract for Goods & Services, Clean and camera approximately 38,000 feet of 8-inch sewer gravity line.

City of Key Colony Beach is additional insured under General Liability, Automobile Liability, and Excess Liability if required by written contract executed prior to loss, but only with respect to liability arising out of the Named Insured's operations, and is additional insured under Contractor's Pollution Liability when required by written contract or agreement and solely for "covered operations" performed by or on behalf of the Named Insured.

CERTIFICATE HOLDER

CANCELLATION See Attachment

20809930
City of Key Colony Beach
600 West Ocean
Key Colony Beach FL 33051

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

IMPORTANT NOTICE

To whom it may concern:

In our continued effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance going forward.

To ensure future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing **Certificate ID 20809930**

- Email: stl-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If we do not receive your email address via one of the above methods prior to the client's next renewal, we will assume you no longer need the certificate.

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

The above inbox is for collecting email addresses for renewal electronic certificate delivery ONLY. You will not receive a response from this inbox.

Thank you for your cooperation.

Lockton Companies

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 **G-Tech Construction Group, LLC** ("Contractor"), in order to renew the agreement ("Original Contract") between the parties dated **June 1, 2022** (original contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the **1 of 3** renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").
2. The Renewed Contract shall commence on **July 30, 2024**, and expire on **July 30, 2025**.
3. All other terms and conditions of the Original Contract shall remain in full force and effect.
4. Contractor's obligations to maintain insurance remains in effect as evident by the updated copy attached.
5. Contractor hereby certifies that the Relationship Disclosure Affidavit and Debarment Certification as submitted as attachments to the Original contract have remained unchanged or has submitted new documents as necessary.

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 _____, 2024.

SIGNATURE OF MAYOR

DATE

SIGNATURE OF REPRESENTATIVE

DATE

THE CITY OF KEY COLONY BEACH, FLORIDA



Contract for Goods & Services

This Contract entered into on the date last written below, by and between: G-Tech Construction Group, LLC (the "Contractor") and The City of Key Colony Beach, Florida ("City" or "KCB"). 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:
June 1, 2022 to May 31, 2023.

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the City Commission. Further, renewal of this contract is contingent upon a determination by the City that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Sludge Hauling Services as requested by the City, provided by Contractor as detailed in the proposal submitted by Contractor dated May 17, 2022.

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit " A "* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any 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 pay Contractor the sum of \$122,750.00 (NTE-Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the City verifies that all services have been fully and satisfactorily completed. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

Contractor shall bill the City for provided services as the rates included in Contractor's proposal Dated May 17, 2022, attached hereto as Exhibit A, and incorporated herein by reference.

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 City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify City immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

- ☒ **General Liability Insurance**
Amount: \$1 Million
- ☐ **Professional Liability Insurance**
Amount: _____
- ☒ **Vehicle Liability Insurance**
Amount: \$1 Million
- ☐ **Workers Compensation Insurance**
Amount: _____

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current City Policies and all applicable local, state and federal laws. Contractor agrees that City has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, the City is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The 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. No officer, agent or employee of the Contractor or the City shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor the City, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party 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 City

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 students
- iii. failure by Contractor to maintain the insurance required by the terms of this Contract.

8. ASSIGNMENT

Neither Contractor nor the City 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.

9. 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.

10. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the City 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.

11. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the City, upon execution and throughout the term of this Contract that:

- A) 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;
- B) 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;
- C) 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
- D) 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.
- E) The Vendor 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;
- (iii) 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.

12. 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.

13. 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 City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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.

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 AT: CITY CLERK, cityclerk@keycolonybeach.net; (305) 289-1212 x 2, 600 W OCEAN DRIVE, KEY COLONY BEACH, FLORIDA.

17. ETHICS CLAUSE

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

18. 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 City Administrator or a City Commissioner has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City Commissioner officer, or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes. No City Commissioner, or City employee may receive gifts or any preferential treatment from vendors.

19. 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.

20. COUNTERPARTS

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

21. 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.

22. CAPTIONS

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

23. ENTIRE CONTRACT

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

24. LIQUIDATED DAMAGES

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$N/A per day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

25. BONDING

In accordance with FS 255.05(1) a payment and/or performance bond may be required on this project in the amount of \$ N/A. As part of the bid process, proof of bonding capability was required. If applicable, proof of bonding capability submitted by Contractor is attached hereto as Exhibit A – Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the City, the bond must be submitted to the City prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit N/A, and shall be incorporated by reference.

26. E-VERIFY

Beginning January 1, 2021, all contractors doing business with the City shall be required to provide proof of enrollment in the E-Verify system. Contractor shall be required to insure compliance with all applicable E-Verify requirements, including screening all employees to verify their work authorization status. If Contractor enters into any contract with a subcontractor, Contractor shall be required to obtain an affidavit from the subcontractor confirming that the subcontractor does not employ, contract with, or subcontract with any person who is not authorized under federal law to be employed in the United States. Contractor shall be required to maintain a copy of said affidavit for the duration of the Contract Term.

27. 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 all means of express mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

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

With a copy to City Attorney
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:

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

_____, _____.

SIGNATURE OF MAYOR

DATE

SIGNATURE OF CITY ADMINISTRATOR

DATE

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME AND TITLE

EXHIBIT A



TRANSMITTAL LETTER.

May 17th, 2022

City of Key Colony Beach – Florida

Attn: Selection Committee

Dear Committee Members.

GTECH CONSTRUCTION GROUP, LLC. Is a Family-Owned Florida Registered Company with more than 10 years of experience, Certified Plumber by the State of Florida (CFC 1428789), Authorized by the Department of Regulatory and Economic Resources Division of Environmental Resources Management to Haul Liquide Waste and valid Annual Operating Permlt (LW-000816-2022/2022 (ST) and fully Insured.

As you might be aware, our Company has served the City for several years with Professionalism and Experience regarding the Scope of Work mentioned on City's RPF 2022-06. Gladly we present this Proposal for your review and further acceptance.

As you might be aware, one of our company's unit serves dedicatedly the Florida Keys and is staging within 45 minutes from the City's location in the event of and emergency call.

Our Pricing/Bid Items are listed on our Exhibit A and attached to this transmittal.

Our Contact Information:

Principal: Juan C. Perez (CFC1428789 by the State of Florida)

Phone Number: 954 214 1050/305 923 8872

Email: juan.perez@gtechco.com

Address: 1986 Tigertail Blvd, Dania Beach, FL 33004.

Sincerely,

Juan C Perez

9542141050/3059238872



EXHIBIT - A

Proposal - Pricing List

GTECH CONSTRUCTION GROUP, LLC

1986 Tigertail Blvd
Dania Beach Fl 33004
PH: 305 923 8872
juan.perez@gtechco.com

DATE: May 11, 2022
X USED BY: CITY OF KCB

City of Key Colony Beach
REF: RFP 2022-006 - Sludge Hauling

| Item | DESCRIPTION | Quantity | Unit | UNIT PRICE | LINE TOTAL |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------|------------------|--------------------|
| 1 | Hauling of domestic Sludge from KCB WWTP to Balck Point at South Distric WWTP | 4500 | GAL | \$ 0.180 | \$ 810.00 |
| 2 | Dumping Fee at Blcakpoint WWTP to Be Paid By GTECH and Reimbursed by KCB per 4500 Gallons**** | 1 | LS | \$ 294.75 | \$ 294.75 |
| TOTAL | | 4500 | Gallons | \$ 0.2455 | \$ 1,104.75 |
| **** As of May 2022, Dumping Fee at Black Point WWTP is \$294.75 per 4500 Gallons, GTECH will adjusst the mentioned upon Miami Dade Authorities "adjusts" dumping fees, receipts/proof of payment will be attached to each presented Invoice | | | | | |
| 3 | Emergency Calls | | | | |
| | On-site/stand-by Truck and Operator per Hour (min 3 Hours) | 1 | Hour | \$ 250.00 | \$ 250.00 |
| | Emergency Pump-outs will be discharged at KCB WWTP, then if the City requires, pricing for hauling will be the ones listed on items 1&2 | | | | |
| 4 | Pumping Services to Clean 15Ea Lift Stations per each Mobilization (2 times per year) | 1 | LS | \$ 4,500.00 | \$ 4,500.00 |
| EXTENDED PROPOSAL | | | | | |
| | OFF SEASON (PER MONTH) | 35000 | GAL | \$ 0.2455 | \$ 8,592.50 |
| | PEAK SEASON (PER MONTH) | 60000 | GAL | \$ 0.2455 | \$ 14,730.00 |
| | YEARLY BASED ON PROPOSAL | 500000 | GAL | \$ 0.2455 | \$ 122,750.00 |

GTECH CONSTRUCTION GROUP, LLC
THANK YOU FOR YOUR BUSINESS!



2. COMPANY STAFF

President & Qualifier:

Juan C Perez (CFC 1428789)

With more than 15 years of experience and 3 State License (Plumbing, Underground and Excavation and General Contractor).

Our Company knows the City's Wastewater Treatment location, we have worked with City's Contractor at the time the City increased the plant's capacity. Our team worked at several stages during its construction, one of the stages was the pumping, hauling, and cleaning of the largest City's Digester tank.

My personal experience depicts work on numerous Wastewater treatment plants (Central Regional at West Palm, Village of Islamorada, City of Marathon Area 4&6 when working with Underground and GC Companies (Globetec Construction, United Engineering and Greentech Group)

Controller:

Iruany's Pena

Mrs. Pena has worked with the City's staff for more than 5 years, she had collected all tickets and proof of deliveries on a weekly basis, the billing has contained transparency.

Driver:

Oscar G. De los Reyes Pendas (CDL Driver) Licensed Issued 12/19/2012

Mr. Reyes has operated the truck for more than 5 years; he had tried to accomplish weekly targets as per City's demands. He has no records of sewage spills nor damages to City's facilities.

Back-up Driver:

David Boza (CDL River) Licensed Issued 9/10/2015.



3. Work Plan.

Hauling and Dumping of Sewage.

Our Company will mobilize on a daily basis as per City's Demand, we understand that some "months" will increase the demand due to City's visitors/seasoning residents.

We will collect 4500 Gallons at a time and haul the sludge directly to Black Point, Invoicing/billing will be sent to City's Department on a weekly basis along with all back-ups/receipts needed.

Cleaning of Lifts Stations.

Our Company will mobilize within 72 hours from service call, we will clean each lift station using jetters at 4,200 PSI, cleaning will be assisted by Vacuum truck, disposal of cleaned material will be done at City's Plant, in the event the City will require that such sewage is in need to be disposed at Black Point, we will rate the hauling service as per Exhibit A.

Emergency Calls.

In the event the City requires a vacuum truck pump service we will mobilize in less than 90 minutes (weather permitted), FYI, one of our units will stage at the Upper Keys.

4. Scope Exclusions/Addenda.

N.A.

5. Fee Proposal.

| Item | DESCRIPTION | Quantity | Unit | UNIT PRICE | LINE TOTAL |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|----------|------|-------------|---------------|
| 1 | Hauling of domestic Sludge from KCB WWTP to Black Point at South District WWTP | 4500 | GAL | \$ 0.180 | \$ 810.00 |
| 2 | Dumping Fee at Black point WWTP to Be Paid By GTECH and Reimbursed by KCB per 4500 Gallons**** | 1 | LS | \$ 294.75 | \$ 294.75 |
| TOTAL | | 4500 | GAL | \$ 0.2455 | \$ 1,104.75 |
| **** As of May 2022, Dumping Fee at Black Point WWTP is \$294.75 per 4500 Gallons, GTECH will adjust the mentioned upon Miami Dade Authorities "adjusts" dumping fees, receipts/proof of payment will be attached to each presented Invoice | | | | | |
| 3 | Emergency Calls | | | | |
| | On-site/stand-by Truck and Operator per Hour (min 3 Hours) | 1 | Hour | \$ 250.00 | \$ 250.00 |
| | Emergency Pump-outs will be discharged at KCB WWTP, then if the City requires, pricing for hauling will be the ones listed on items 1&2 | | | | |
| 4 | Pumping Services to Clean 15Ea Lift Stations per each Mobilization (2 times per year) | 1 | LS | \$ 4,500.00 | \$ 4,500.00 |
| EXTENDED PROPOSAL | | | | | |
| | OFF SEASON (PER MONTH) | 35000 | GAL | \$ 0.2455 | \$ 8,592.50 |
| | PEAK SEASON (PER MONTH) | 60000 | GAL | \$ 0.2455 | \$ 14,730.00 |
| | YEARLY BASED ON PROPOSAL | 500000 | GAL | \$ 0.2455 | \$ 122,750.00 |

Since Diesel cost is a fluctuant variant, we would like to propose an increasement of \$40/4500 Gallons every time Diesel Cost is set \$1.00 more as per EIA.GOV/petroleum/gasdiesel/ starting 5/16/2002 (set price as of 5/09/2022 \$5.907 per gallon)



6. REFERENCES.

- City of Key Colony Beach. Hauler Operator since 2015
- City of Village of Islamorada – Ana Hernandez 305 664 6453

GTECH serves as Vendor, we have been with the City of Village of Islamorada on multiple Emergency calls, specifically large sewer force main breakages and Wastewater Treatment plant cleaning of digester tanks.

- Coldwell Banker – DD Schmitt 305 393 0055

GTECH serves as Vendor, we have been with Coldwell Banker on multiple Commercial Properties where we are exclusive hauler, locations like Bealls Plaza (Marathon), Coldwell Banker Plazas (Islamorada & Big Pine), we serve on lift stations and vacuum systems/

- City of Marathon – Joshua Levy – 305 923 9307

GTECH assisted the City of Marathon for hauling of sewage and cleaning during Hurricane Irma scope of work.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
5/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CONTINENTAL INSURANCE OFFICE
3758 West 12th Avenue
Hialeah, FL 33012

CONTACT

NAME: (305) 828-7770 FAX (A/C, Not)
PHONE (A/C, No Ext):
E-MAIL: arianna@continentalinsuranceoffice.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAICS

INSURER A: EVANSTON INS CO/BASS UND

INSURER B: PROGRESSIVE

INSURER C: EVANSTON INS COMP

INSURER D:

INSURER E:

INSURER F:

INSURED GTECH CONSTRUCTION GROUP

1986 Tigertail
DANIA BEACH, FL 33004

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------|
| A | GENERAL LIABILITY | | | 3AA473118 | 04/29/2022 | 04/29/2023 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| B | GEN'L AGGREGATE LIMIT APPLIES PER: | | | 02024472-8 | 01/17/22 | 01/17/23 | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input type="checkbox"/> ANY/AUTO <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ |
| C | DED <input type="checkbox"/> RETENTION \$ | | | 3AA473118 | 04/29/22 | 04/29/23 | WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | E.L. EACH ACCIDENT \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| C | BPP | | | 3AA473118 | 04/29/22 | 04/29/23 | \$130,000 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
CFC1428789

CERTIFICATE HOLDER

THE CITY OF KEY COLONY BEACH
600 WEST OCEAN DR,
KEY COLONY BEACH, FL 33051

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 2024-08

**A RESOLUTION OF THE CITY OF KEY COLONY BEACH, FLORIDA,
IMPOSING THE ANNUAL STORMWATER UTILITY SPECIAL
ASSESSMENTS FOR FISCAL YEAR COMMENCING OCTOBER 1, 2024;
APPROVING THE ASSESSMENT ROLL; PROVIDING FOR
COLLECTION OF THE ASSESSMENTS; AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

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

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

WHEREAS, this Resolution shall serve as the Annual Assessment Resolution for Fiscal Year 2024-2025, and the Assessable Property in the City will be subject to the previously established amount for the Stormwater Utility; and

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

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

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

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

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

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

(C) For Fiscal Year 2024-2025, the Stormwater Cost shall be allocated among all parcels of Assessed Property, based upon each parcel’s classification as Residential or Commercial. The

service assessment imposed shall be the rate of \$80.00 per residential unit or residential vacant lot or \$165.00 per commercial parcel.

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

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

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

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on August 15, 2024.

FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH

| | | |
|-------------------------|----|-----|
| Mayor Raspe | NO | YES |
| Vice-Mayor Foster | NO | YES |
| Commissioner Harding | NO | YES |
| Commissioner DiFransico | NO | YES |
| Commissioner Collonel | NO | YES |

Joey Raspe, Mayor

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney



Published Weekly
Marathon, Monroe County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA COUNTY OF MONROE

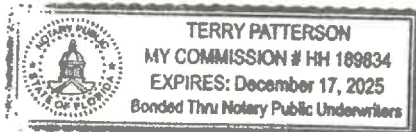
Before the undersigned authority personally appeared JASON KOLER who on oath, says that he is PUBLISHER of the WEEKLY NEWSPAPERS, a weekly newspaper published in Marathon, in Monroe County, Florida; that the attached copy of advertisement was published in said newspaper in the issues of: (date(s) of publication)

July 25, 2024

Affiant further says that the said WEEKLY NEWSPAPERS is a newspaper published at Marathon, in said Monroe County, Florida, and that the said newspaper has heretofore been continuously published in said Monroe County, Florida, once each week (on Thursday) and has been qualified as a second class mail matter at the post office in Marathon, in Monroe County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement. The affiant further says that he has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s) and that The Weekly Newspapers is in full compliance with Chapter 50 of the Florida State Statutes on Legal and Official Advertisements.

Sworn to and subscribed before me
this 25 day of July, 2024.
(SEAL)

Notary



City of Key Colony Beach

305 West 121st Ave., Key Colony Beach, Florida • Phone: 305-289-1212 • Fax: 305-289-1747



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

Notice is hereby given that the City Commission of Key Colony Beach, Florida, will conduct a public hearing to consider imposing stormwater service assessments for the Fiscal Year beginning October 1, 2024, against properties located within the incorporated area of the City, to fund the cost of stormwater management services, facilities and programs provided to such properties and to authorize collection of such assessments on the tax bill.



The public hearing will be held at 9:30 a.m. on August 15, 2024, at the City of Key Colony Beach - Marble Hall, 600 W. Ocean Drive, Key Colony Beach, FL 33051 for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 calendar days of the date of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. It is the policy of the City of Key Colony Beach to comply with all requirements of the Americans with Disabilities Act (ADA). Persons who need accommodations in order to attend or participate in this meeting should contact the City Clerk at 305-289-1212 at least 48 hours prior to this meeting in order to request such assistance.

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

The Stormwater Service Assessment imposed shall be the rate of eighty dollars (\$80.00) per residential unit or residential vacant lot or one hundred sixty-five dollars (\$165.00) per commercial parcel. The total annual stormwater assessment revenue to be collected within the City of Key Colony Beach for the upcoming fiscal year is estimated to be \$125,000.

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

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

The assessments will be collected on the ad valorem tax bill to be mailed in November 2024, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

CITY COMMISSION OF KEY COLONY BEACH, FLORIDA

Publish: July 25, 2024, The Weekly Newspapers

ORDINANCE NO. 2024-491

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 September 2023; and

WHEREAS, collections of user fees for fiscal year 2024-2025 are projected to be less than the amount needed to operate the sewer plant and system and therefore reserves will be reduced; 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 . . . | \$66.67 | <u>\$71.00 (\$213.00/quarter)</u> |
| Apartment and condominium living unit . . . | \$66.67 | <u>\$71.00 (\$213.00/quarter)</u> |
| Laundry machines, commercial, standard load (that are a part of apartments and condominiums) . . . | \$30.00 | <u>\$32.00</u> |
| Laundry machines, commercial, large load (that are a part of apartments and condominiums) . . . | \$91.50 | <u>\$97.50</u> |
| Recreational buildings (that are a part of apartments or condominiums) . . . | \$75.00 | <u>\$80.00</u> |

All commercial accounts, per 100 gallons of water consumed \$2.32 **\$2.47**

Or a minimum of ~~60.00~~ **\$64.00** 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.

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 15th day of August 2024.

| | | |
|-----------------------------|----------|-----------|
| Mayor Joey Raspe | NO _____ | YES _____ |
| Vice-Mayor Freddie Foster | 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 19th day of September 2024.

| | | |
|-----------------------------|----------|-----------|
| Mayor Joey Raspe | NO _____ | YES _____ |
| Vice-Mayor Freddie Foster | 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 19th day of September 2024.

Joey Raspe, Mayor

Silvia Gransee, City Clerk

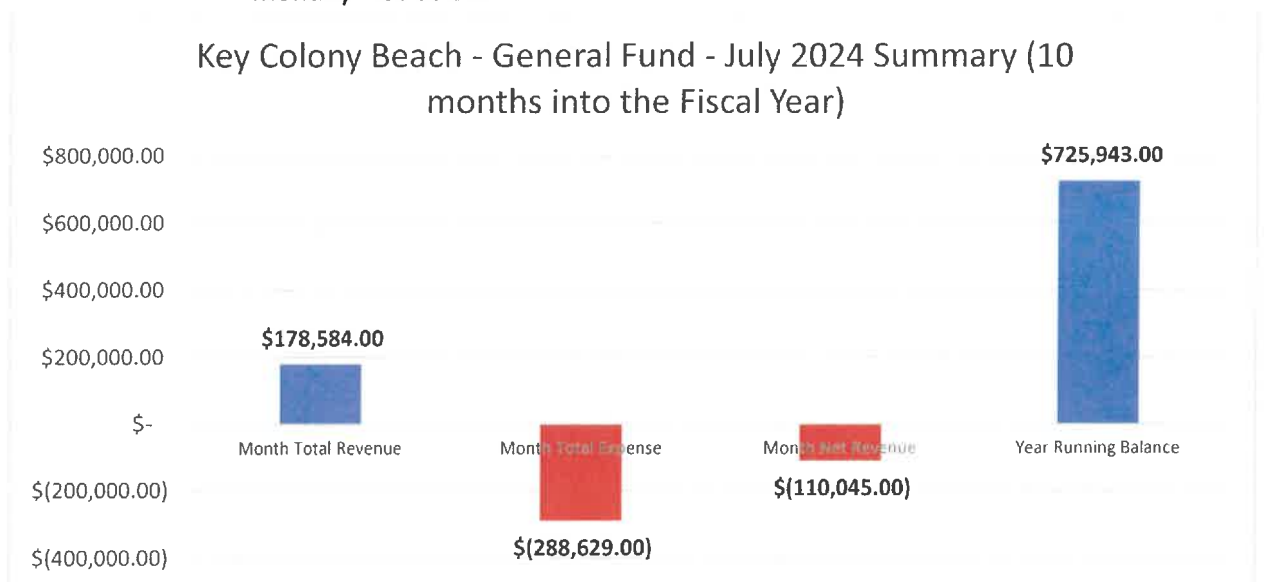
Approved as to form and legal sufficiency:

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

City of Key Colony Beach Treasurer's Report – August 15, 2024

July 2024 financial summary – General Fund

- 10th month of 2024 fiscal year budget-
 - YTD revenue above budget target, Ad Valorem Taxes have met the end of year budget target, current revenue highlights for this month:
 - Business tax income is starting to increase- typical for this time of year.
 - Boat Trailer parking above budgeted target
 - Code Violation revenue increased to meet the budgeted target.
 - YTD expenses are below budget target, 9.0% below budgeted amount.
 - Legal fees continue to track below YTD budget target, monthly meeting 14Au24.
 - Insurance payments made in July.
 - Still projected end of Fiscal Year to have some limited funds to roll over to 2025 Fiscal Year
 - Monthly Plot below:



- Continued work on 2025 FY draft budget.
 - Updates completed with more recent input on draft budget, staff meetings continued

City of Key Colony Beach Treasurer's Report – August 15, 2024

July 2024 financial summary – General Fund

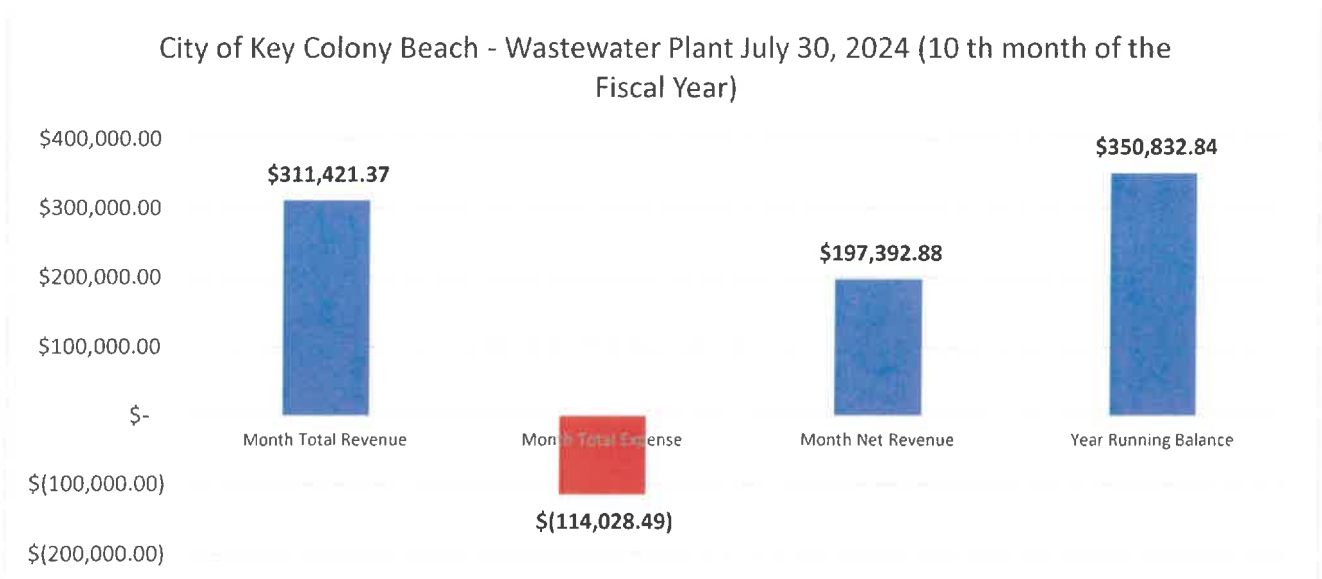
- Investigation of city charged fees- update on Building Permit investigation.
- Suggestion to reduce two areas for the Building Permit's based on reviewing the last 3 years of the financial information and completing an audit.
 - Change Resolution 2021-08 in two areas:
 - New Single Family, Duplex, Multi-Family, Business
 - Current - \$15 Per \$1,000 of Job Cost
 - **Change to \$13 per \$1,000 of Job Cost, 13 % reduction.**
 - Sea walls, swimming pools, spas, tennis courts, docks, additions, alternatives, roofing (repairs and new roofs), major repair, electrical, plumbing, mechanical additions or alternatives
 - Costs Greater Than \$2,000 – Per \$1,000 or Any Part Thereof \$40
 - **Change to \$35 per \$1,000, 12.5% reduction.**
 - Additionally cross check collected Sewer Connection Fees and Impact fees have been transferred to correct department form Building Permit fee's that were collected and develop an end of month regular process for transferring.
- Work still in process for other fees on the Resolution.

City of Key Colony Beach Treasurer's Report – August 15, 2024

July 2024 financial summary – Wastewater/Stormwater

Wastewater

- Overall revenue above budgeted target value for YTD
- Overall expenses below budgeted target value for YTD
- Projection to the end of the fiscal year, minor positive amount to minor negative amount, based on timing of invoices for approved projects.
- 2025 FY Draft Budget – edits completed with feedback requests.
- Plot below for Monthly Summary:



Stormwater:

- Checking/Savings at \$68,903.47
- Accounts Payable at \$378,528.70
- Grant funding reimbursement of \$546,728.00 received.
- Expense payment for cleaning of catch basins \$26,415.00.
- Expense payment for Swales and Injection Wells for the amount of \$311,000.00
- Net revenue for the month of \$209,082.00
- YTD net revenue of -\$664,316.00

CITY OF KEY COLONY BEACH

| | | |
|----------------------------------------------------------------------------------|--------------------|----------------------------|
| Warrant Number | 0724 | |
| Items paid from | July 1, 2024 | |
| to | July 31, 2024 | |
| First Horizon Checking Account - 6871 | \$318,134.34 | |
| (includes all vendor payments for general, road, building and infrastructure) | | |
| Escrow Account - 5537 | - | |
| Payroll Account - 2942 | \$105,573.72 | |
| Infrastructure Reserve Account - 8644 | \$282,150.00 | |
| Road Reserve Account - 8677 | - | |
| Impact Fees Reserve Account - 8669 | - | |
| First State Bank Reserve Account - 3703 | - | |
| Sewer Money Mkt - 0301 | - | |
| Stormwater Checking Account - 0128 | \$30,665.00 | |
| Sewer Account - 6006 | <u>\$78,794.50</u> | |
| TOTAL DISBURSEMENTS | | <u><u>\$815,317.56</u></u> |