

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, August 21st, 2025 – 9:35 AM or at the Conclusion of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

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

- 1. Call to Order and Roll Call**
- 2. Approval of the Agenda** *(Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote)*
- 3. Special Requests**
 - a. Recognition of Chief of Police DiGiovanni for 20 Years of Service to the City – Pg. 1**
- 4. Citizen Comments and Correspondence**
- 5. Committee and Department Reports** *(written reports provided; Staff and Board Chairs available for questions)*
 - a. Marathon Fire/EMS – Marathon Fire Chief James Muro – Pgs. 2-3**
 - b. Police Department – Chief DiGiovanni – Pgs. 4-14**
 - 1. Discussion/Approval for the purchase of a 2021 Ford F150 Responder Truck for \$24,000.00 – Pgs. 15-18**
 - c. City Administrator's Report – John Bartus – Pgs. 19-20**
 - 1. Grant Update – Pg. 21**
 - 2. Early Alert Memo – Pg. 22**
 - 3. Discussion/Approval for an Agreement with Ron Book for Lobbyist Services for \$50,000.00 – Pg. 23**
 - d. Building/Code Department – Building Official Loreno – Pgs. 24-25**
 - e. Public Works – Public Works Department Head Guarino - Pgs. 26-27**
 - f. City Hall – City Clerk Roussin – Pgs. 28-29**
 - g. Beautification Committee – Chair Sandy Bachman**
 - h. Planning & Zoning Board – Chair George Lancaster**
 - i. Recreation Committee – Chair Cindy Catto**
 - j. Utility Board – Chair Fred Swanson**
- 6. Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
 - a. Approval of Warrant No. 0725 for \$ \$1,101,464.52 – Pg. 30**
 - b. Approval of an Agreement with OVID for the Administration and Management of Existing and Future grants – Pgs. 31-55**

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

7. Discussion Action Items

- a. Review of the US Water Contract, per the Recommendation of the Utility Board
 - 1. Discussion of entering an MOU Agreement with the City of Marathon
- b. Discussion/Approval of a Recommendation to Award ITB 2025-04 for the Shelter Bay Drive Wet Detention Pond Fountain System Phase 2.1 – **Pgs. 56-57**
- c. Discussion/Approval on a Recommendation to Award ITB 2025-05 for the Shelter Bay Drive Wet Detention System Landscaping Phase 2.2 – **Pgs. 58-59**
- d. Discussion/Approval of an Interlocal Agreement Between Monroe County and The City of Key Colony Beach for Fleet Maintenance & Repair Services – **Pgs. 60-66**
- e. Discussion/Approval for an Amendment to the Contract Agreement with CPH – **Pgs. 67-93**

8. Ordinances & Resolutions

- a. **RESOLUTION 2025-07:** A Resolution of The City Commission of The City of Key Colony Beach, Florida, Approving A One-Year Extension of The Agreement, Between the City of Key Colony Beach and the City of Marathon for The Provision of Emergency Medical and Fire Rescue Services; Providing for An Effective Date. – **Pgs. 94-95**
- b. **FIRST READING OF ORDINANCE NO. 2025-500:** An Ordinance of The City Of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date. – **Pgs. 96-98**
 - 1. Recommendation by the Utility Board from 08-19-2025 ****TBA**
 - 2. Recommendation by Secretary/Treasurer Tom Harding ****TBA**
- c. **FIRST READING OF ORDINANCE NO. 2025-503:** An Ordinance Of The City Of Key Colony Beach, Florida, Amending Code Of Ordinance, Chapter 12 Parks And Recreation Section 12-2 Recreation Committee Continued, 12-6 Meetings, Reports Of Committee, 12-8 Powers And Duties Of Committees, And 12-9 Limitations On Use Of Certain City Park Property; Repealing Conflicting Ordinances; Providing For Severability; And Providing For An Effective Date. – **Pgs. 99-103**
- d. **FIRST READING OF ORDINANCE NO. 2025-504:** An Ordinance of The City Of Key Colony Beach, Florida, Amending Article XIII Development Review Committees Section 101-186 Beautification Committee; Repealing Conflicting Ordinances; Providing For Severability; And Providing For An Effective Date. – **Pgs. 104-107**
- e. **FIRST READING OF ORDINANCE NO. 2025-505:** An Ordinance of The City of Key Colony Beach, Florida, Amending Article XIII Development Review Committees Section 101-185 Planning And Zoning Committee, Section 101-170 Appeals From Administrative Hearings, Section 101-171 Variances, And Section 101-172 Amendment To This Code; Repealing Conflicting Ordinances; Providing For Severability; And Providing For An Effective Date. – **Pgs. 108-116**

- f. **FIRST READING OF ORDINANCE NO. 2025-506:** An Ordinance of The City of Key Colony Beach, Florida, Amending Code of Ordinance, Chapter 14 Sewers and Sewer Disposal, Article III Utility Board, Section 14-47 Membership And 14-49 Meetings; Repealing Conflicting Ordinances; Providing for Severability; And Providing for An Effective Date. – **Pgs. 117-120**

9. Secretary-Treasurer’s Report

- a. July 2025 Financial Summary – **Pgs. 121-122**
b. FY25/26 Budget Updates – **Pg. 123**

10. City Attorney’s Report

11. Commissioner’s Reports & Comments

- a. Commissioner Tom Harding
1. Wastewater Sampling Summary Report of August 18th, 2025 ****TBA****
2. Dry Floodproofing Update
b. Commissioner Kirk Diehl
c. Commissioner Tom DiFransico
d. Vice-Mayor Doug Colonell
e. Mayor Freddie Foster
1. TDC Grant Award for Pickleball Sail Shades
2. TDC Grant Award for Improvements to the Sunset Park Fishing Pier
3. 7th Street Parking Lot
4. Update on Sunset Park Shades

12. Citizen Comments

13. Adjournment

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

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/82187068744?pwd=sJg5SwifuaFtqayCcaQDZ7dtU3pza2.1>
Passcode: 195636

Phone one-tap:

+13052241968,,82187068744#,,,,*195636# US
+13092053325,,82187068744#,,,,*195636# US

Join via audio:

+1 305 224 1968 US
+1 309 205 3325 US

Webinar ID: 821 8706 8744

Passcode: 195636

International numbers available: <https://us02web.zoom.us/j/82187068744?pwd=sJg5SwifuaFtqayCcaQDZ7dtU3pza2.1>

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City of Key Colony Beach Recognition of Service

On behalf of the **City of Key Colony Beach**, we proudly recognize and honor **Chief Kris DiGiovanni** for **20 years of dedicated service** in law enforcement, including his outstanding commitment to the City of Key Colony Beach.

Chief DiGiovanni began his law enforcement career in September 2001 as an investigator with Florida's Department of Children and Families. He went on to serve with the Monroe County Sheriff's Department before joining the Key Colony Beach Police Department in **July of 2005**. His leadership and dedication were quickly recognized, and on **July 1, 2011**, he was promoted to Chief of Police.

For the past two decades, Chief DiGiovanni has led with integrity, professionalism, and a true passion for public service. In addition to his administrative responsibilities, he remains an active and visible presence in the community—often seen patrolling the city streets most mornings and afternoons, engaging with residents, and setting an example of accessibility and dedication.

Chief DiGiovanni's contributions to the safety, stability, and spirit of Key Colony Beach are immeasurable. His service has strengthened not only the police department but the very fabric of our community.

With heartfelt appreciation, we thank Chief DiGiovanni for his 20 years of service, leadership, and unwavering commitment to the people of Key Colony Beach.

With deepest respect and gratitude,

Mayor Freddie Foster
City of Key Colony Beach
July 17th, 2025



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 8/1/2025
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: George Garrett, City Manager
Subject: July Month End Report

MARATHON RESPONSES	July
Fire Incidents	5
Hazardous Condition	4
Public Service	32
False Alarm Fire	14
Good Intent Call	13
EMS	108
Inter-facility Transfers	53
Total for Month:	229
Total Calls for Calendar 2025:	1,532

FIRE PREVENTION	July
Fire Inspections	25
Fire Safety Plan Review	16
Occupational or Annual License Inspections	2
Event Inspections	0
Annual State Inspections	2
DHR Follow-Up Inspections	0

KCB RESPONSES	July
Fire Incidents	1
Hazardous Condition	0
Public Service	1
False Alarm Fire	2
Good Intent Call	0
EMS	5
Total for Month:	9
Total Calls for Calendar 2025:	86

VACATION RENTALS	July
Total Applications Processed	86
Vacation Rental Inspections	114
Total VR Fees Collected	\$90,450.00
Agent/Local Contacts Trained	13
Total VR Licenses Issued	105

OPERATIONS

Fire Officer Training- Fire Officers worked on daily training by leading and confirming their shifts' Fire and EMS Training for existing members of the team. This includes medication changes and process review. Our Department also started a completed inventory system for tracking firefighting "bunker gear" for expiration for OSHA compliance reasons. We also started a systematic review of training records in anticipation of the ISO "insurance safety officers" inspection. We also rolled out a "refresh" of the KNOX box program which permits access and tracks the access keys to be employee when on emergency calls.

EMS/Fire Training- Marathon Fire Rescue continued with completion of the requisites RQI testing for this month for response and fire prevention tea, this counts toward each members Paramedic recertification CPR requirements. This platform allows seamless skills refreshment using a simulator allowing practical skills. We sent two members to the Pediatric EMS symposium in Fort Lauderdale allowing those members to come back and train our members on the newest techniques and adjuncts. We completed the technology portion to allow training between stations using a camera conferencing system. We formally welcomed 7 area Department members into our Marathon Fire/Southeast Medical Academy paramedic program for their final semester, allowing them to be ready to serve their departments with Paramedic certification. We have another Paramedic and EMT class starting on August 27th, which will help Monroe County by providing the necessary skilled employees for the fire service regardless of jurisdiction.

Combined Training- Vector Solutions is our vendor who provides and archives our online classes that our members take to ensure compliance and training. We had members take classes and training modules and completed 90.60 in training hours. We also had a planning session with the Aquaduct Authority related to hydrant placement and future areas of compliance for fire protection.

Community Outreach/Recognition in July- trained another 10 City employees with the CPR program, allowing them to utilize the RQI program to remain proficient and perpetually certified. We also finalized the procurement of the Star Link satellite system for City Hall that would be used during Emergency events allowing data, voice and computer connectivity.

BENEVOLENT FIREFIGHTER SERVICES

No meeting for the month of July

ACTIVITIES ATTENDED IN JULY:

EOC/Dispatch Visit & Tour

FF Candidate Testing

CPR Class for City Hall Employees

Monroe County Fire Chiefs Meeting – Chief

CPR Planning Meeting for Public – Chief/Benevolent

Commission Meeting Report
Key Colony Beach Police Department
July 17, 2025 to August 11, 2025
Chief Kris DiGiovanni

A. REPORTS

1. 8/04/2025

Report Number KCBP25OFF000024

2nd St

Lost/Stolen Tag

Result: Report Completed to obtain new tag

B. MEDICAL/ALARM CALLS

Total Calls: 6

C. CALLS FOR SERVICE

Total Calls: 67

7/17/2025-Suspicious Vehicle-Sunset Park-In Park after hours-858

7/17/2025-Traffic Offense-Unknown Reference-855

7/18/2025-Suspicious Vehicle-Sunset Park-In Park after hours-Moved Along-858

7/19/2025-Traffic Offense-11th St-Truck/Trailer parked in roadway-Warning Issued-858

7/19/2025-Traffic Offense-Sadowski Cswy-Truck/Trailer parked in bike path-Citation Issued-858

7/19/2025-Assist Citizen-15th Circle-Boat trailer parking questions-858

7/19/2025-Assist Citizen-E Ocean Dr-Assisted subject with getting boat trailer into blind driveway-855

7/20/2025-Resource Check-Sunset Park-Negative Violations-858

7/20/2025-Suspicious Vehicle-11th St-Driver came to RP's door, appeared to be lost. Subject went to wrong house, found the correct location-858

7/20/2025-Resource Check-Sadowski Cswy-Negative Violations-858

7/20/2025-Traffic Offense-11th St-Vehicle parked in roadway. Property manager notified, warning issued, vehicle moved-858

7/20/2025-Resource Check-Sunset Park-Fishing in park after hours. No FL fishing license on person-858

7/20/2025-Assist Citizen-E Ocean Dr-Guests having problems contacting management. Management notified-858

7/20/2025-Welfare Check-7th St-Subject was ok-855

7/20/2025-Trespassing Business-Sadowski Cswy- Subject was given a trespass warning-855

7/21/2025-Assist Citizen-W Ocean Dr-Reference wake signs not being posted-856

7/21/2025-Trespassing Residence-9th St-Reference subjects being on property. It was the cleaners-856

7/22/2025-Flagdown-Mobil-Questions about FHP Citation-856

7/22/2025-Water Emergency-Sadowski Cswy-Refence female that flipped kayak over and needing assistance. Female made it to land, no medical needed-856

7/22/2025-Accident non-traffic-8th St-Vehicle hit wastewater fence, handling civilly with city-856

7/23/2025-Sinking Vessel-14th St-Report of dock line too short. Property manager notified. Vessel secured- 858

7/24/2025-Welfare Check-E Ocean Dr-Unknown Reference-858

7/24/2025-Assist Citizen-W Ocean Dr-Questions for officer-858

7/25/2025-Resource Check-Sadowski Cswy-Negative Violations-856

7/25/2025-Civil Matter-E Ocean Dr- Questions about trespassing on private property-857

7/25/2025-Assist Citizen-W Ocean Dr-Questions for officer-857

7/25/2025-Assist Citizen-W Ocean Dr-Wanted to fix a ticket. Advised to take to courthouse to show proof of license-860

7/26/2025-Accident Parking Lot-9th St-Vehicle backed into other vehicle-Parties agreed to work out amongst themselves-856

7/27/2025-Trespassing Business-E Ocean Dr-Guests refusing to leave, hanging out by pool. Moved along-856

7/27/2025-Suspicious Boat-W Ocean Dr-Boat docked at property, parked at wrong slip. Boat moved-856

7/27/2025-Resource Check-Sadowski Cswy-Negative Violations-856

7/28/2025-Disabled Vehicle-Circle K-Subject locked out of vehicle. Florida Keys towing responded-858

7/28/2025-Resource Check-Sunset Park-Negative Violations-858

7/29/2025-Traffic Offense-13th St-Vehicle parked in roadway, property manager notified, voicemail left, warning issued-858

7/29/2025-Resource Check-Fishing in park after hours, valid fishing license, trespassing on property next door. Trespass warning issued-858

7/29/2025-Vessel Stop-7th St Canal-Negative Violations-858

7/29/2025-Assist Citizen-W Ocean Dr-RP looking for police report. Advised it was a medical call and how to go about obtaining it-852

8/01/2025-Suspicious Vehicle-E Ocean Dr-Vehicle in parking lot running. Vehicle was not running; rear lights left on. Vehicle unoccupied-852

8/01/2025-Assist Citizen-W Ocean Dr-Questions for officer-852

8/01/2025-Assist Citizen-W Ocean Dr-Reference previous code all for overcrowding. Advised it was being handled -857

8/02/2025-Assist Citizen-8th St-Trailer parking questions-852

8/02/2025-Suspicious Person-Sunset Park-Subjects sleeping at park. Advised of ordinance-852

8/02/2025-Traffic Offense-1st St-Boat trailer sticking over property line-Trailer moved-855

8/03/2025-Suspicious Vehicle-13th St-Fishing, No resource violations-858

8/03/2025-Resource Check-Sadowski Cswy-No Fishing license on person-Written warning-In park after hours-858

8/05/2025-Flagdown-Mobil-Questions about bus times-856

8/05/2025-Flagdown-Circle K-Car died, assisted with jumping battery-856

8/05/2025-Stolen Vehicle-12th St-Negative on stolen vehicle. Left vehicle at Island Fish Company and caught an uber home-860

8/06/2025-Unknown Problem-W Ocean Dr-Refence disturbance. Negative on any disturbance upon arrival. Subjects agreed to be quiet for the rest of the night-860

8/06/2025-Traffic Offense-4th St-Vehicle in roadway-Moved-860

8/06/2025-Assist business-W Ocean Dr-Questions about disturbance call night before-852

8/07/2025-Assist Citizen-10th St-Boat Trailer Questions-860

8/08/2025-Reckless Driver-7th St-Report of dump trucks driving fast on 7th St-Negative Violations-856

8/08/2025-Assist Citizen-Sadowski Cswy-Questions about left hand turn at light with boat-856

8/08/2025-Traffic Offense-Sadowski Cswy-Boat trailer in driveway-Warning sticker-No property manager or owner on file-860

8/09/2025-Reckless Driver-Sadowski Cswy-Report of reckless driver, Bolo's the city. Negative contact-856

8/09/2025-Assist Citizen-3rd St-Reference possible narcotic use near residence. Negative contact with subjects.

8/09/2025-Suspicious Boat-W Ocean Dr-Ref a vessel videotaping vessels and homes, vessel gone upon arrival-858

8/10/2025-Resource Check-Sadowski Cswy-Negative Violations-856

8/10/2025-Found Property-W Ocean Dr-Firearm left at property. Placed into property-858

8/10/2025-Trepassing Residence-E Ocean Dr-2 males climbing over fence. Subjects located and trespass warning issued-856

Mini Season Calls for Service

7/30/2025-Resource Check-Sunset Park-Negative Violations-858

7/30/2025-Vessel Stop-1st St (water)-Dive flag violation-written warning-858

7/30/2025-Traffic Offense- 13th St-Vehicle parked illegally-Unoccupied-860

7/31/2025-Vessel Stop-7th St-Dive Flag Violation-Warning Issued-857

7/31/2025-Vessel Stop-Dive Flag Violation-Warning Issued-857

7/31/2025-Resource Check-Shelter Bay Dr-Negative Violations-857

SPECIALTY UNIT PATROL

Sgt. Burden

7/29/2025

Boat Patrol: 4 Hours

1-Vessel Stop-Dive Flag Violation

5-Citizen Contacts

Patrolled the area due to high boat traffic

7/30/2025

1-Vessel Stop-Dive Flag Violation-Warning Issued

7-Citizen Encounters

Patrolled for safety violations for mini season

8/03/2025

2-Citizen Encounters

Officer Bethard

7/26/2025

3-Resource Checks

3-Speed Violations

2-Dive Flag Violations

7/27/2025

2-Resource Checks

5-Speed Violations

7/28/2025

8-Resource Checks

4-Dive Flag Violations

7/30/2025

3-Resource Checks

7/31/2025

1-Vessel Rafting
7-Resource Checks
4-Dive Flag Violations

8/03/2025

1-Dive Flag Violation
5-Speed Violations
1-Resource Check

8/04/2025

2-Dive Flag Violations
1-Infant with No Life Jacket
3-Lobster Boats advised to Slow Down
4-Speed Violations
3-Resource Checks
Patrolled Sunset Park advised a subject to stop jumping off the pier.

D. TOTAL WATCH ORDERS/NON-RESIDENTS

Total: 81

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

Total: 14

F. CITATIONS/WARNINGS

- 1. Traffic Citations: 5**
- 2. Traffic Warnings: 47**
- 3. Code Citations: 0**
- 4. Code Warnings: 12**
- 5. Resource Checks/Marine Life: 11**

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

The second F150 that has been equipped and is in patrol rotation.

Ofc. Bethard represented KCBPD in the Monroe County Sheriff's Office Honor Guard. Bethard has participated in an academy graduation and Quarterly Award Ceremony as he presented the colors and flags during the ceremonies.

I attended the Florida Department of Law Enforcement – Criminal Justice Information Systems (CJIS) Symposium, from July 14-July 17, (See additional information attached).

Sgt. Buxton and Ofc. Bethard represented KCBPD at the Florida Law Enforcement Liaison meeting at the Homestead-Miami Speedway on Wednesday July 30. The meeting provides new traffic law information to officers, a chance to network with other agencies and a chance to drive around the track.

During Mini-Season, KCBPD made many contacts with boaters that were out looking for lobsters. Ofc. Bethard was on the patrol boat during the day, Sgt. Burden, at night. Bethard assisted FWC on the water and Sgt. Burden assisted them in the air. I was able to help for a few hours on Wednesday, and each encounter had reached their limit, and the lobsters seemed larger than in years past.

National Night Out, NNO, was held on August 5, where community members had the opportunity to meet the local first responders. The entire police department was present along with the new Ford 150 and the new Polaris Ranger. We met many great people and handed out rubber ducks disguised as police officers, thin blue line flags and many other great giveaways.

Sheriff's Office Meetings:

July 21 - Habitat for Humanity, Airport updates, Border Patrol updates on staffing, All agencies present are getting ready for Mini-Season, FHP-Traffic crashes that have recently occurred, FWC – assisting local agencies with personnel for the upcoming Mini-Season, Data Processing – a migration for the new in-car video system, FEMA exercise, Property Division – personnel to go through the property department and work on inventory.

August 4 – National Night Out (NNO) - All agencies preparing for participation in the event, NAS (Naval Air Station)– Key West was present at this meeting and was looking forward to working with all local agencies, the academy has 3 people graduating, the Sheriff will be attending the Key Largo NNO, there are 4 new hires that are in the “ghost” phase that are almost on their own to patrol, SUV;s are being worked on to be released for patrol.

Cookout with Cops will be happening again on 8/15, at noon at Sunset Park.

SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 8/07/2025 **Time:** 1600 AM / PM **Recurring:** YES / NO
Location: PD Trailer **Dial-in Number:** 305-481-8597 **Meeting URL:**
Meeting Lead: Chief DiGiovanni **Other Speakers:**

ATTENDANCE

Attendees: Sgt. Buxton, Ofc. Buckwalter, Ofc. Bethard

Absentees: Sgt. Burden, Ofc. Niemiec and Ofc. Schlegel (Information will be provided to Officers via email)

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_5_min

DISCUSSION: Chief DiGiovanni advised all attendees that there will be a monthly safety meeting. Any topics that a member would like to address can have them prepared for the next meeting. Please send me an email with your topic prior to the meeting.

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_10_min

DISCUSSION:

Hydration

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

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

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

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_5_min

DISCUSSION: None

4TH ITEM: RESOLUTIONS

_5_min

DISCUSSION: Check with PW for more water bottles/Crate. Drink more water while wearing a vest and in the heat.

5TH ITEM: CONCLUSION

_5_min

DISCUSSION: Stay hydrated. Next meeting: Safety Belt and wear your vest.

Hydrate for Your Safety

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

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

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



CJIS Symposium

July 14-July 17, 2025

Orlando, FL.

The Criminal Justice Information Systems Symposium provides members of the criminal justice community the opportunity to network, receive updated information within the information technology world, and discover new methods for providing better law enforcement services to the population that they serve.

I had the opportunity to attend the following training sessions:

Professional Leadership/Leadership vs Management – The presenter provided examples of how to be an active leader and how it differs from a manager of people. Leaders think ahead and managers deal with the present issues.

Stress X, Suicide Research, and the Post-Critical Incident Seminar – The instructor, FDLE Deputy Commissioner, Matthew Walsh, describes a critical incident that he had been through and works his feelings through the Yerkes-Dodson Stress Curve. He calls his version of this curve, *The Stress X Continuum*. He also explains his incident through Colonel Cooper's Condition of Awareness. The concept of the Conditions of Awareness uses colors to include White, Yellow, Orange, and Red. It helps you to understand your state of readiness for possible danger. (White – unaware and unprepared, Yellow – relaxed alert, Orange – specific alert, and Red – fight.

Empowering Law Enforcement/Advanced Cybersecurity Training and Resources/Enhancing Cybersecurity Resilience, Training Incident Responses, and Available Resources - Cyber threats in an agency that is connected to the state criminal justice system is a major problem at the local level. It is the local agencies that must make certain their computer systems are updated with the most current malware.

FALCON (Florida's Integrated Criminal History System) - Use of the system, understanding the information that returns from taking fingerprints, adding applicants to the system, and notifications of arrests of applicants.

Capital Region Realtime Crime Center – The crime center gets critical information to deputies and officers in real time through the dispatch center.

FIBRS (Florida's Incident-Based Reporting System): Transition Experiences: An Agency's Perspective – Agency personnel made up a four-member panel and

explained the difficulties that they encountered with the new reporting system. The new system has replaced the prior UCR, Unified Crime Report, which only reported major crimes. The FIBRS now records every crime that is now reported to the state from the various law enforcement agencies.

Preparing for disaster response and recovery – Panama City Police described how they were able to rebuild after Hurricane Michael. The use of grants has given the police department a fleet of response vehicles that are used to assist other agencies after a natural disaster. The fleet includes trucks with sleeping quarters, food trucks, tractors, shower facilities and they offer personnel to help with covering the patrol shifts.

Counter Drone – Drones are more prevalent throughout Florida in recent years and

Active Assailant – The presenter analyzed active shooters since the Columbine School shooters.

CJIS Security Policy Modernized – Any update was provided on the Criminal Justice Information System policy that is mandated for law enforcement agencies in Florida.

When Gates, Guards, and Guns aren't enough protection...What do you do? - The class was on the importance of focusing on the agency's plan when everything goes wrong. It is important to have a back up plan and practice to know that it works.

From: [Freddie Foster](#)
To: [Silvia Roussin](#)
Subject: Fwd: Fw: 2021 Ford F150 Responder
Date: Thursday, August 14, 2025 8:09:51 PM
Attachments: [image.png](#)

Please put this on the agenda

----- Forwarded message -----

From: Chief Kris DiGiovanni <Chief@keycolonybeach.net>
Date: Thu, Aug 14, 2025 at 3:12 PM
Subject: Fw: 2021 Ford F150 Responder
To: KCB Mayor <Mayor@keycolonybeach.net>

From: Chief Kris DiGiovanni <Chief@keycolonybeach.net>
Sent: Thursday, August 14, 2025 2:12 PM
To: KCB Mayor <Mayor@keycolonybeach.net>
Subject: 2021 Ford F150 Responder







Good afternoon, Mayor,

I am seeking your approval to purchase the truck as shown for \$24,000. from this current budget cycle.

We have been offered an incredible deal on an F-150 Police Responder truck from the representative of the police light company that we are currently using.

This is a show truck for the company. The representative is receiving a new truck from the company.

The truck comes with all the lights, front push bumper, and truck bed accessories.

The Truck:

Mileage: 93,766

Color: Silver

Make: Ford

Model: Police Responder

Month/Year Made: 11/21

The truck needs the following to be put on patrol, all of which can be purchased at a separate time:

-Prisoner cage

A vehicle wrap of colors and a police logo, an in-car camera, and side step running boards can be purchased at a later time.

The price for the police department for the truck with all the lights and accessories, as it appears in the photos:

\$24,000.

There are funds in the current police budget for this purchase.

Thank you for your consideration.



Date: August 10, 2025

To: Mayor & Commissioners

Subject: City Administrator Report

From: John Bartus, City Administrator

1. The 90% Conceptual Drawings for the City Hall Storm Hardening/Addition project were commented on and approved. CPH has indicated that they will have the 100% bid-ready documents for us in August.
2. Participated in Zoom meeting with the Mayor, Joey Williamson from FDEP (Grant Administrator for the City Hall Storm Hardening grant), and City Clerk Silvia Roussin. We got clarification that we can submit costs for reimbursement on work performed by 6/30/26 – without needing the project to be complete. I was also able to obtain further clarification from FDEP about conditions that apply to the grant, including Buy America Build America (BABA), American Iron and Steel Act, competitive bidding thresholds, and what qualifies under the grant. In a nutshell: BABA requirements likely don't apply; Iron and Steel provisions do apply; the project has a \$10,000 competitive bidding threshold; and design services aren't covered by the grant.
3. Attended Recreation, Planning & Zoning, and Utility Board meetings as well as the Legal meeting discussing issues being considered today.
4. Met (via Zoom) with Ron Book and Kelly Mallette with the Ron Book lobbying firm; my recommendation is attached to this report.
5. Still working with Marathon Planning Director Brian Shea (and others) to help address the ORC (Objections, Recommendations, Comments) report from Florida Commerce on our recent Comprehensive Plan amendment.
6. The Florida Legislature approved \$20 million under the Stewardship Act for water quality improvements for the Keys, as well as additional millions available under Water Quality and Resilient Florida grants from DEP. The Mayor and I worked with other stakeholders throughout the county to draft an Interlocal Agreement for Stewardship funds that was passed by Key Colony Beach as well as five other jurisdictions (Marathon, Islamorada, Layton, Key Largo Wastewater, and the FKAA). Monroe County and Key West declined to participate in negotiations with the other entities to pass the ILA, opining that they deserve a much larger share. The parties to the ILA drafted a letter that was sent to the County, Key West, our State Representative, and our State Senator (the letter is attached). We are still pushing for all parties to the ILA to receive a fair share of these funds. I met with State Representative Jim Mooney on

this issue, and he confirmed his support of an Interlocal Agreement for Stewardship funds, with all stakeholders working together cooperatively. The funds may be distributed via the FDEP grant portal this year, and the Commission has already approved a contract with Jason Shepler from CPH to get our projects ready to submit for both Stewardship and Water Quality/Resilient Florida.

7. Along with City Clerk Silvia Roussin, opened the single bid for the Wet Detention Pond Fountain System.

8. Spoke at length with William Wagner, principal of Early Alert. They offer a variety of emergency management services that will help us with preparation, response, and recovery. My recommendation regarding working with them is attached to this report for consideration at the September Commission meeting.

9. Along with the Mayor, I met with Marathon City Manager George Garrett to discuss working together on several issues that we share.

10. I am continuing to work with other municipalities and the County on resiliency and our Vulnerability Assessment process that will open the door to future resiliency grants. Speaking of grants, I have added to this report a list of grants, some with swiftly approaching deadlines, that we are currently working on for the City.

11. Attended an all-day in-person seminar on F-ROC from the Florida Division of Emergency Management. F-ROC (Florida Recovery Obligation Calculation) is a program that offers participating communities the ability to get a portion of FEMA disaster assistance funding upon obligation, as opposed to having to wait for reimbursement. This program is designed to standardize, streamline, and simplify the Public Assistance process, and enables quicker recovery and reduced financial risk for all concerned. I opted into the program last year, and my attending this seminar will help us get an even better score this year.

John Bartus

City Administrator, Key Colony Beach



Date: August 10, 2025

To: Mayor & Commissioners

Subject: Grants Update

From: John Bartus, City Administrator

I spent some time compiling a list of grants we could pursue, and wanted to make sure we had a reference to all of them in one place. Most of these we are already working on with our engineer and our lobbyist.

1) Stewardship, water quality improvement grant for FKACSC, \$20 million, via portal. Deadline 9/1/25.

2) FDEP Alternative Water Supply grants (reclaimed water, stormwater, surface water, etc.), \$50 million. Deadline 9/1/25.

3) Resilient Florida Planning/Implementation Grants (road elevation, raising lift stations, critical infrastructure flood mitigation, etc. FS 380.093.) Planning Project and Implementation Project applications due 9/1/25.

4) Nonpoint Source Federal (FL0151) and State (FL0519), \$8 million total. There is no set deadline; we are on the notification list for when the portal opens.

5) FDEM Flood Mitigation Assistance (FMA) Grant. Need to send Notice of Interest form (NOI) by August 29 — we need to let them know what flood mitigation project we would be interested in having them fund. NOI due August 29.

6) FRDAP Grants — Commissioner Harding informed me about the status of our existing FRDAP grants — it looks as if we will be eligible to apply for new grants this fiscal year. Portal is open September 1 - 30.

City of Key Colony Beach

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



Date: August 10, 2025

To: Mayor & Commissioners

Subject: Early Alert Emergency Management Services

From: John Bartus, City Administrator

As we are now in the Atlantic Hurricane Season, it's best that we be totally prepared in the event of a storm or other disaster. I worked with Early Alert during my time with the City of Marathon, and my personal experience with its founders goes back even further.

William and Hans Wagner (sons of Monroe County's legendary emergency manager Billy Wagner) are the principals of Early Alert. Hans was Marathon's Fire Chief while I was Mayor during the 2005 hurricane season, where we were hit by four storms (including Wilma). William also served as Fire Chief for both Marathon and Islamorada. With Early Alert, they have assembled a nationwide team of emergency management professionals ready to help local governments and organizations with assistance in preparation, response, and recovery from disasters.

Early Alert can assist us with the following:

- National Incident Management System (NIMS)
- Incident Command System (ICS)
- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA Public Assistance Program
- Hazard Mitigation Assistance
- Florida Division of Emergency Management (FDEM), including the Florida Recovery Obligation Calculation (F-ROC)
- Monroe County Emergency Management Program and Requirements
- Florida Statutes §252.38(2) Emergency Management Powers of Political Subdivisions

I am meeting with William (after my deadline for this report, but before the August Commission meeting). I see us having a relationship with Early Alert like the one they have with Marathon. Their services are generally billed on a pay-as-you-use-them basis, and their expertise is invaluable during a disaster and recovery. I will have a more detailed proposal for the September Commission meeting.

City of Key Colony Beach

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



Date: August 1, 2025

To: Mayor & Commissioners

Subject: Lobbying Services – Ron Book

From: John Bartus, City Administrator

At the Mayor's direction, I reached out to lobbyist Ron Book to inquire about his services and how they might work for Key Colony Beach. I have previous experience with Mr. Book and his team from my years on Marathon's City Council, and I know him as a very capable and productive lobbyist. I look at his addition to our lobbying team in Tallahassee as an investment that will pay dividends far beyond the cost of his contract. Mr. Book's firm works very well with The Southern Group and Kate DeLoach, our current lobbyist. They formulated a great working relationship with the City of Marathon, and I know they will do the same here.

Mr. Book has 30 years of experience in the inner workings of Tallahassee. He represents clients before the State Legislature, Governor's Office, and the myriad state agencies. His firm is expert in the appropriations process, responsible for literally billions of dollars in grants, programs, and earmarks for his clients. As an innovator in local government representation, Mr. Book and his team craft relationships – they are already familiar with the leadership of the House and Senate for the next upcoming sessions. They are a bipartisan firm that enjoys and cultivates relationships on both sides of the aisle in Tallahassee, and this allows them to be effective in the current political climate.

In addition to the City of Marathon and other South Florida municipalities, Ron Book represents Miami-Dade, Broward, Brevard, and Seminole Counties. Mr. Book was named Appropriations Lobbyist of the Year in 2021 and 2023, and received a News Service of Florida Impact Award in 2024.

I recommend entering into an agreement with Ron Book for lobbying services. His firm will work well with our current lobbyist, and will help us with the issues we face now and in the future in Tallahassee.

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

Building Official – Tony Lorenzo

- ❖ Completed Inspections: 74
- ❖ Completed Plan Reviews: 37
- ❖ The building department is undergoing changes and continues to streamline processes for homeowners and contractors for prompt service and averaging less than 24hr turnaround for plan review's, permit approvals and inspections. We are adopting a new process with contractors to verify site management including debris removal and erosion control are maintained with relevant inspections and citations if needed to maintain general housekeeping and safety.
- ❖ Happy to report as of last week all asbestos abatement has been complete in marble hall and section of existing city hall that was exposed recently during interior demolition. The marble hall abatement work was originally inspected and quoted at \$32,375.00. After reviewing estimate and reinspecting work involved, I verified it was not correct and worked with contractor to update estimate for actual areas needing abatement. The new estimate came in at \$15,700.00 saving the city a total of \$16,675.00.
- ❖ We are currently working with new guidelines from the Florida DBPR for milestone inspection reports to be directly submitted under my license to the state for yearly review and record keeping. This will greatly enhance our reporting and state oversight to protect condo owners that all milestone inspections are being completed and provide updates to the state on any milestone repairs that are needed or completed.
- ❖ Working closely with Vice Mayor "Brick" Colonel regarding the remodeling and addition including our plans for relocation to city hall trailer for the building department prior to construction. We had a very successful meeting with CPH on a contract/bid coordination meeting.
- ❖ I spent last weekend reviewing the almost complete plan set for city hall renovations and found them to be in near perfect order for all relevant design and building code criteria.
- ❖ We are currently looking into possibilities to revise our cities code for setback requirements for accessory structures (Specifically swimming pools) to help homeowners that may require a variance request due to side setbacks that can slow approval for a pool up to 3 months.
- ❖ All directional boring work is complete on Sadowski, and I have walked the entire road and all areas with both contractors from Hotwire and AT&T with requirements to properly repair all areas affected or damaged to be repaired to original or better condition.

Building Assistant - Samantha Rodamer

- ❖ Permits Issued: 37
- ❖ Permits Closed: 23
- ❖ Shade Sail installation at Sunset Park has been completed!
- ❖ Received, coordinated, and completed sewer locates with US Water.
- ❖ Assembled and submitted Consulting Invoice from Ed Borysiewicz for July 2025.
- ❖ Organized & processed variance requests.
- ❖ Shadowed the Building Official on multiple building inspections
- ❖ Scheduled all vacation rental safety inspections for the month of August & September.

- ❖ Completed multiple Contractor Registrations and updated prior registered Contractor's records.
- ❖ Aided contractors with permit-related questions.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Completed records requested as necessary.
- ❖ Completed permit payments report for July.
- ❖ Assisted with asbestos abatement completion.
- ❖ Processed safety inspection results that have been completed thus far.
- ❖ Reviewed received STR, LTR, and BL applications received thus far for completion. Submitted review packets to City Clerk of those approved.
- ❖ Issued reviewed STR/LTR/BL licenses for 2025/2026 and worked with City Clerk to assist with any other licensing needs.
- ❖ Compiled updated information for all condos on laundry, lavatory, etc. facilities and provided to Commissioner Harding as directed by the City Commission.
- ❖ Submitted DCA/DBPR Building Surcharges to the State for Building Permits.
- ❖ Began working on the 2nd Point Match Report for 2025 to be submitted to the Florida Department of Revenue.
- ❖ Hosted the August Property Manager/Local Contact course.
- ❖ Drafted job description and ad posting for part time code officer.
- ❖ Attended City Hall Contract/Bid Coordination meeting.
- ❖ Finalized updates to cradle lift ordinance with City Attorney and the Mayor for upcoming Board reviews.
- ❖ Fielded questions regarding STR/LTR/BL license renewals.
- ❖ Attended lunch with Condo Managers and City Clerk.
- ❖ Updated City Directory/Greeting recording.
- ❖ Finalized and sent all CRS required mailers.
- ❖ Met with Commissioner Harding regarding current CRS standing and set a preliminary plan for upcoming meetings and discussed future recertifications.
- ❖ Virtually attended the July City Commission, Budget Workshops, Utility Board, Planning & Zoning, and Recreation Committee Meetings.
- ❖ Assisted with Code related issues and City rounds in absence of a Code Officer.

Public Works Staff Report

Report for August 15th, 2025 – City Commission Meeting

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

- Repaired park bench at bocce court
- Went on scouting mission in Homestead for hedges, palms, flowers and orchids
- Planted a silver buttonwood in 8th street hedge where a Brazilian Pepper was removed
- Planted flowers for Beautification in front of pickleball courts
- Justin attended the Certified Playground Safety Inspection course (CPSI).
- Pruned Clara Street ROW
- Raised drain on the corner of 12th and West Ocean
- Scheduled bee removal of two hives on the golf course
- Repaired backhoe bushings
- Repaired irrigation sprinklers in gazebo park
- Replaced foam covers on microphones
- Removed palm frond pile, golf course
- Trimmed tree over City Hall trailer
- Performed preventative maintenance on golf cart batteries
- Repaired trip hazards on walking paths at Gazebo Park
- Removed trees for sail shade at sunset park
- Cleaned up all around the wastewater plant area
- Repaired pothole on Sadowski
- Removed six Australian pines on golf course
- Planted three fishtail palms on the golf course
- Grounded all stumps citywide
- Repaired irrigation sunset park
- Planted six palm trees at Sunset Park
- Installed new battery in UTV
- Repaired damaged fence at overflow boat trailer parking area

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	8/7/25	Location:	Shop
Time:	1230	Meeting Lead:	Mike Guarino

Attendees: Esteban Cabrera Fernandez, Jesse Petersen, Willy Dominicak Justin Luisi & Mike Guarino

Absentees: N/A

Topic: Stump Cutter Operation and Safety

1. Introduction and Presentation of Topic:

Vermeer's safety video on the model stump grinder that we rented from Sunbelt.

2. Discussion, Questions and Concerns:

Operation is very straight forward.

3. Conclusion

Do not do anything until the cutting wheel has stopped moving.

City Hall Staff Report

Report for August 21st, 2025 – City Commission Meeting

City Clerk Silvia Roussin

- Continuing to follow up on grant close-outs for the Tennis Court Project and 1st Street Park, and reimbursement requests for the WRF and Shelter Bay Project. With the completion of the sail shades at Sunset Park, I will start the close-out process for the grant as well.
- Prepared for and attended meetings of the Beautification Committee, Utility Board, and Planning & Zoning Board.
- The Recreation Committee held its first meeting entirely via Zoom, and it went very well.
- Alongside the Mayor, participated in a meeting with US Water Representative Lina Quintero to discuss concerns about contractual obligations.
- Attended a Condominium Property Managers meeting with Samantha Rodamer to discuss needs and potential improvements for property managers and processes in the city.
- Participated in a meeting with CPH and staff to discuss outstanding questions on bid and contract needs.
- Participated in the legal meeting alongside the Mayor and City Administrator.
- Completed check deposits for general & utility accounts.
- Answered citizen correspondence and public records requests.
- Completed payroll reports, ACH transactions, FRS and IRS reporting requirements, and wire transfers.
- In addition to daily general correspondence and HR tasks.

Administrative Assistant/Bookkeeper Linda Jones

- Learned to use Citizen Serve for accessing property information such as code violations, fees owed, and rental application status.
- Issued 36 rental licenses and submitted refund requests when overpayment was received.
- Logged and responded to individuals signing up for the property management course on 8/5/25.
- Switched positions from issuing rental licenses to bookkeeping.
- Learned about the different programs and bank accounts used in the financial side of city operations. Worked with Jennifer and recorded several Zoom meetings during training.
- Learned to use and operate Zoom equipment and set up conferences. Attended and helped with three committee meetings and one commission meeting and one commission hearing.
- Attempted to reconcile all bank accounts and succeeded at most. The accounts receiving multiple deposits through Forte/Dex and Point and Pay are the most challenging and will receive more attention in the coming month.
- Recorded numerous invoices in the appropriate places in Quickbooks, then scanned each into a folder for the check runs every two weeks. Completed two check runs successfully.
- Learning about the various deposits and transfers from the county and state-where to save them and how to properly record them.
- Processed ACH reversals when the bank returns payments for the quarterly sewer assessments.
- Learned how to process payments and issue permits for trailer parking.

City Hall Staff Report

Report for August 21st, 2025 – City Commission Meeting

- Helped the public with call-in questions by answering them or directing them to the proper department.

Administrative Assistant Cheryl Baker

- There was \$14.00 in KCBCA merchandise sold.
- 3 New long-term boat trailer spots were offered and accepted.
- A total of 14 people were notified of the available long-term spots.
- 49 short-term spots were sold.
- 1 Sunset Beach rental was issued.
- Posted mailings for Public Hearing Notices.
- 12 Property inquiries were completed.
- 8 Transfer of ownership forms were completed.

Upcoming

08-26-2025 Recreation Committee Meeting (Zoom only)
09-09-2025 Beautification Committee Meeting
09-11-2025 FY25/26 First Budget Hearing (5:05 PM)
09-16-2025 Utility Board Meeting
09-18-2025 City Commission Public Hearing
09-18-2025 City Commission Regular Hearing
09-18-2025 FY 25/26 Final Budget Hearing
10-02-2025 Planning & Zoning Board Hearing
10-14-2025 Beautification Committee Meeting
10-15-2025 Planning & Zoning Board Meeting
10-16-2025 City Commission Public Hearing
10-16-2025 City Commission Regular Meeting

CITY OF KEY COLONY BEACH

Warrant Number	0725
Items paid from	July 1, 2025
to	July 31, 2025
First Horizon Checking Account - 6871	\$661,349.22
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$216,490.88
Infrastructure Reserve Account - 8644	-
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	\$10,780.00
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$26,325.00
Sewer Account - 6006	\$186,519.42
TOTAL DISBURSEMENTS	<u><u>\$1,101,464.52</u></u>

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between **OVID SOLUTIONS** (the “Vendor”) 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 August 21, 2025 to August 20, 2026.

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

2. VENDOR'S SERVICES

Vendor shall provide the following tasks:

1. OVID will assist the City of Key Colony Beach with the review and strengthening of a draft Florida Department of Environmental Protection grant application prepared by the city for nonpoint source water pollution mitigation project and help them to submit the application by the deadline of September 1, 2025. Up to fifteen (15) hours.
2. OVID will provide grant administration support including reporting and requests for reimbursement for existing grants awarded to the City of Key Colony Beach. Up to seventy (70) hours.
3. OVID will work with leadership, partners, and staff to identify projects and initiatives for the City of Key Colony Beach and the resources needed to accomplish these goals. This will include detailed project descriptions, budgets, key stakeholders, as well as a matrix of potential grant resources that align with the proposed projects and initiatives. The matrix will include approximate funding cycles, which will be prioritized by leadership and then sorted by date to ensure that work on relationship and partnership building begins well in advance of the grant cycle, where possible. This information will be compiled into a Strategic Funding Plan for the City of Key Colony Beach. The plan can be used as a tool to help build relationships with funding agencies and show how the project ties to the overall mission of the city.

Documentation of the specific goods/services in the OVID Solutions Proposed Scope of Work is attached and labeled as *Attachment “A”* to this Contract and is incorporated herewith by reference. The OVID Solutions Proposed Scope of Work is only incorporated as to the scope of

service. All other terms and conditions are expressly excluded in favor of all terms of this agreement. In the event of a conflict between the terms of this Contract and any attachment or exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

The City shall pay the Vendor an amount not to exceed Thirty-Four Thousand Eight Hundred Seventy-Five Dollars (\$34,875.00) for completion of the three tasks identified in the Scope of Services.

4. INSURANCE

Vendor agrees to secure and maintain at all times during the term of this Contract, at Vendor's expense, insurance coverage, as laid out below, covering Vendor for all acts or omissions which may give rise to liability for services under this Contract. All Vendor 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. Vendor shall provide The City with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Vendor agrees to notify The City immediately of any material change in any insurance policy required to be maintained by Vendor.

X General Liability Insurance

Amount: \$1,000,000.00

X Professional Liability Insurance

Amount: \$1,000,000.00

Vehicle Liability Insurance

Amount:

X Workers Compensation Insurance

Amount: Statutory Limits

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

5. REPROCUREMENT UPON TERMINATION

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

6. NOTICE OF CLAIM

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

7. COMPLIANCE WITH LAWS AND POLICIES

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

Public Records. To the extent Vendor is acting on behalf of City as stated in Section 119.0701, Florida Statutes, Vendor 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 Vendor's possession or keep and maintain public records required by City to perform the services. If Vendor transfers the records to City, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt. If Vendor keeps and

maintains the public records, Vendor 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. Vendor will provide any requested records to City to enable City to respond to the public records request.

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

8. INDEPENDENT VENDOR STATUS

OVID Solutions is an independent Vendor and shall not be, or deemed for any purpose to be, an employee or agent of the City.

9. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by the City upon thirty (30) days written notice to the Vendor 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 Vendor (such termination to be effective upon Vendor'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 Vendor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Vendor 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 Vendor to maintain the insurance required by the terms of this Contract.
- iv. any other breach of this agreement.

10. ASSIGNMENT

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

11. AMENDMENT

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

12. INDEMNIFICATION, GOVERNING LAW & VENUE

Vendor 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 Vendor, its agents, employees, or officers in the provision of services or performance of duties by Vendor 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.

13. E-VERIFY

Pursuant to Florida Statute § 448.095, Vendor shall be required to register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired after January 1, 2021. The City's E-Verify affidavit is

included and attached hereto in “Attachment C”. If Vendor enters into any contract with a subcontractor, Vendor 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. Vendor 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 Vendor that the City has developed a good faith belief that Vendor has knowingly violated this section.

14. REPRESENTATIONS, WARRANTIES & DEBARMENT

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

- 1) Vendor 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 Vendor’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) Vendor 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 Vendor, 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;
- 4) Vendor and Vendor’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 Vendor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- 5) 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; (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.

15. CONFIDENTIALITY

Vendor recognizes and acknowledges that by virtue of entering into this Contract and providing services hereunder, Vendor, its agents, employees and officers may have access to certain confidential information. Vendor agrees that neither it nor any Vendor 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. Vendor, 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.

16. 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.

17. ETHICS CLAUSE

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

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

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 Vendor 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 supersedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to

the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given

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

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051 <u>With a copy to:</u> City of Key Colony Beach, Florida Counsel Vernis & Bowling of the Florida Keys, P.A. 81990 Overseas Hwy, 3 rd Floor Islamorada, FL 33036	<u>The Vendor:</u> Julie Dennis OVID Solutions 150 S. Monroe Street, Suite 303 Tallahassee, FL 32301 (850) 445-1932
--	--

25. 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.

26. NO THIRD-PARTY BENEFICIARIES

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on this ____ day of _____, 2025.

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

FOR CITY OF KEY COLONY BEACH, FLORIDA:

SIGNATURE OF MAYOR

DATE

FOR VENDOR:

SIGNATURE OF VENDOR/REPRESENTATIVE

DATE

PRINT NAME

TITLE

ATTACHMENT A



Scope of Work Proposal

Prepared by OVID Solutions

OVERVIEW

This scope of work is prepared for the City of Key Colony Beach to support grant research, development and administration.

APPROACH

Task 1: Provide Technical Review and Support for Application Development

OVID will assist the City of Key Colony Beach with the review and strengthening of a draft Florida Department of Environmental Protection grant application prepared by the city for nonpoint source water pollution mitigation project and help them to submit the application by the deadline of September 1, 2025.

Hours: Up to 15 hours

Cost: \$175/hr. or up to \$2,625.00

Task 2: Grant Administration

OVID will provide grant administration support including reporting and requests for reimbursement for existing grants awarded to the City of Key Colony Beach.

Hours: Up to 70 hours

Cost: \$175/hr. or up to \$12,250.00

Task 3: Strategic Funding Plan

OVID will work with leadership, partners, and staff to identify projects and initiatives for the City of Key Colony Beach and the resources needed to accomplish these goals. This will include detailed project descriptions, budgets, key stakeholders, as well as a matrix of potential grant resources that align with the proposed projects and initiatives. The matrix will include approximate funding cycles, which will be prioritized by leadership and then sorted by date to ensure that work on relationship and partnership building begins well in advance of the grant cycle, where possible. This information will be compiled into a Strategic Funding Plan for the City of Key Colony Beach. The plan can be used as a tool to help build relationships with funding agencies and show how the project ties to the overall mission of the city.

Cost: \$20,000.00 (flat rate)

TASK	BILLING STRUCTURE	AMOUNT
Task 1: Provide Technical Review and Support for Application Development	Hourly rate, not to exceed 15 hours	(up to) \$2,625.00
Task 2: Grant Administration	Hourly rate, not to exceed 70 hours	(up to) \$12,250.00
Task 3: Strategic Funding Plan	Flat Rate	\$20,000.00
Total Not-To-Exceed		\$34,875.00

Firm Foundation

OVID Solutions is a **Florida-Certified Woman-Owned and Operated** consulting firm that specializes in helping communities and organizations plan impactful projects and secure grant funding to bring large-scale visions to life. We partner with organizations that have powerful missions—from economic development and electric grid enhancement to historic preservation, education, and conservation. We also collaborate with communities to execute major infrastructure projects. This is the work we're passionate about, and in just the last four years, we've **secured over \$1 billion in funding for our clients.**

Prior to founding OVID, Julie Dennis served as the top Community Development Official for the State of Florida, managing most of the state funds available to rural communities to grow their economy, over \$100 million in federal non-entitlement grant funds and billions of dollars appropriated following disasters. She has authored and directed the development of many federal spending plans and managed statewide compliance efforts. With a diverse background in federal grant programs, we know how to help states and communities responsibly and transparently manage these funds.

Our Team



Yes, we are grant writers and managers—but that's just the start of what we do. Our team is so much more.

- We are **STRATEGISTS** who help you identify the right grant opportunities, build relationships, and increase your chances of success.
- We are **URBAN PLANNERS** who understand how communities function, including their infrastructure, ecosystems, and social frameworks.
- We are **PROJECT MANAGERS** who set milestones, meet deadlines, and ensure your project reaches the finish line.
- We are **BUDGETING EXPERTS** who craft strong project budgets.
- We are **STORYTELLERS** committed to understanding your mission and presenting it in a compelling way to funding agencies.
- We are **TRANSLATORS** who speak the language of federal and state agencies, helping you navigate complex grant requirements and manage funds responsibly.

Places We Have Served Since 2019



Our Clients

- Counties
- Municipalities
- Nonprofit Organizations
- Water/Sewer Special Districts
- Electric Cooperatives
- Environmental Organizations
- Hospitals
- Private Companies
- Economic Development Councils
- Universities
- Rural Areas
- Urban Areas
- And more!

How we Help Organizations

SERVICE AREAS



STRATEGIC FUNDING PLANNING

OVID Solutions recognizes that creating competitive grant applications starts well before a grant cycle opening. For this reason, we work with our clients to first develop a strategic plan. The plan's focus can be any number of areas, including economic development, disaster recovery, infrastructure investments – the list goes on. The plan, in a nutshell, is a wish list of large-scale projects that are important to the community and will need funding. Our team can then condense these ideas into a concise plan that directs the project with a clear vision. We encourage our clients to adopt or approve these plans as this increases the competitiveness of their applications by showing that the project is part of something bigger and has community buy-in.



GRANT RESOURCE MATCHING

Our Team then matches a client's wish list with funding sources that may be a good fit. We deliver back to our clients a matrix of funding opportunities specific to their needs with information that helps them to find the right fit including:

- A synopsis of each grant,
- Minimum and maximum funding award amounts,
- The scale of competition (local, region, state or nationwide),
- Match requirements,
- Application prerequisites,
- Required Partnerships, and
- Date when cycle typically opens.



GRANT DEVELOPMENT

We write compelling grant narratives that tell an organization's story in the way that best fits the priorities and scoring of a funding agency. In addition, we help the organization leverage partnerships, build out detailed budgets and drive the entire application through to grant submission. We can work closely with in-house grant staff to increase their capacity exponentially by applying for multiple grants while they focus on implementing the projects that are awarded.



GRANT MANAGEMENT

We can help communities with project management and reporting required for state and federal compliance. This can include policy development, financial tracking/reporting and keeping files organized so that they are "monitoring ready" throughout the life of the grant. We specialize in federal and state government funding sources and understand complex regulations that are associated with these grant programs.

ATTACHMENT B

ATTACHMENT C

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

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

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

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

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

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.
By: _____ AUTHORIZED SIGNATURE
Print Name and Title: _____
Date: _____

AFFIDAVIT OF SOLVENCY

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

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

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

Signature of Affiant

STATE OF _____) COUNTY OF _____)

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

Notary Public

My commission expires:

DEBARMENT CERTIFICATION

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

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

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

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

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

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

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

DRUG FREE WORKPLACE FORM

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

(Name of Business)

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

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

Date: _____

Applicant's Signature

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

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

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

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

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

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

_____ day of _____
_____ 20 _____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

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

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

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

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

_____.

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

(Signature of Authorized Representative) Dated: _____

Print: _____

STATE OF _____,
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires

THE CITY OF KEY COLONY BEACH, FLORIDA

NON-COLLUSION AFFIDAVIT

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

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

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

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

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

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

(Signature of Bidder)

DATED: _____

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

_____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

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

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

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

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

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

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

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

(name of individual signing)

NOTARY PUBLIC

My commission expires:



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

August 6, 2025

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

RE: Engineer's Recommendation of Award
Shelter Bay Drive – Wet Detention Pond Fountain System
City of Key Colony Beach, Florida
Client No. 0604-08-1

Dear Mayor and City Commission:

On July 24, 2025, one bid was received in response to the City's Advertisement for Bids on the Shelter Bay Drive – Wet Detention Pond Fountain System project. Attached is a copy of the Certified Bid Tabulation which we have prepared. Contingent upon approval by your attorney, as well as receipt of insurance certificates and associated contract forms, we recommend that the project be awarded as follows:

CONTRACTOR: CBT Construction and Development , Inc.
87889 Overseas Highway
Islamorada, FL 33036
Tel: (305) 394-1002
Email: chris@cbtconstruction.com

LUMP SUM BID: \$122,750.00

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

Sincerely yours,
CPH Consulting, LLC

A handwritten signature in cursive script that reads 'Jason Shepler'.

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

JRS/pj
Enclosure

Shelter Bay Drive - Wet Detention Pond Fountain System
City of Key Colony Beach, Florida
Client No. 0604-08-1

CERTIFIED BID TABULATION
Bids Received by 2:00 p.m. on July 24, 2025

By: Jason Shepler

	<div>1</div> CBT Construction and Development, Inc.
Lump Sum Price	\$97,750.00
Construction Allowance	\$25,000.00
TOTAL BID	\$122,750.00



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

August 6, 2025

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

RE: Engineer's Recommendation of Award
Shelter Bay Drive – Wet Detention System Landscaping
City of Key Colony Beach, Florida
Client No. 0604-08-1

Dear Mayor and City Commission:

On July 31, 2025, one bid was received in response to the City's Advertisement for Bids on the Shelter Bay Drive – Wet Detention System Landscaping project. Attached is a copy of the Certified Bid Tabulation outlining the bidder's submittal. Contingent upon approval by your attorney, as well as receipt of proper insurance certificates and associated forms, we recommend that the project be awarded as follows:

CONTRACTOR: Blue Native of the Florida Keys
739 Washington Avenue, Suite 901267
Homestead, FL 33090
Tel: (305) 872-4050
Email: steven@bluenativekeys.com

TOTAL BID: \$175,411.41

We've generally discussed the project with the Contractor, and we will coordinate a pre-construction conference with the appropriate City officials following contract approval.

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

Sincerely yours,
CPH Consulting, LLC

A handwritten signature in black ink that reads 'Jason Shepler'.

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

JRS/pj
Enclosure

Shelter Bay Drive - Wet Detention System Landscaping
City of Key Colony Beach, Florida
Client No. 0604-08-1

CERTIFIED BID TABULATION
Bids Received by 2:00 p.m. on July 31, 2025

By: Jason Shepler

				1	
				Blue Native of the Florida Keys	
Item No.	Description	Est. Qty.	Unit	Unit Price	Amount
1	Wet Detention System Landscaping	1	LS	\$109,461.41	\$109,461.41
2	Sodding	3,500	SY	\$11.70	\$40,950.00
3	Construction Allowance	1	LS	\$25,000.00	\$25,000.00
TOTAL BID (1 + 2 + 3)				\$175,411.41	

INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND _____ FOR FLEET MAINTENANCE & REPAIR SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement" or "ILA") is made and entered into this ____ day of _____, 2025, by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040 (hereinafter "County"), and _____, a governmental entity of the State of Florida, whose address is _____ (hereinafter "Agency").

RECITALS

WHEREAS, Chapter 163, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to enter into interlocal agreements for mutual advantage; and

WHEREAS, the County maintains and operates Fleet Management Service facilities at Plantation Key, Marathon, and Rockland Key for repair and maintenance of County vehicles; and

WHEREAS, the Agency desires to utilize the County's Fleet Management Services for maintenance and repair services on its vehicles under the terms and conditions set forth herein; and

WHEREAS, the County agrees to provide such services on a cost-reimbursement basis, under the pricing terms outlined in Appendix A, which shall be updated annually and automatically incorporated into this Agreement without further amendment; and

WHEREAS, the County and the Agency find that this Agreement serves a valid public purpose and is in the best interest of public health, safety, and welfare.

TERMS

1. Authority and Purpose

The purpose of this Agreement is to define the duties and obligations of the County and the Agency regarding the provision of vehicle maintenance and repair services.

2. Services Provided

The County will provide fleet maintenance and repair services, including but not limited to oil changes; speedometer calibrations; tire dismount, mount and balance; brake work; suspension, electrical, A/C, drivetrain, and routine inspections. Services such as bodywork, painting, major

structural repairs, or highly specialized work (e.g., extreme electronic diagnostics, towing) are excluded.

3. Pricing & Payment

- a. Pricing for services shall be performed at the hourly labor rate set forth in Appendix A (FY 2025–2026 Pricing), based on the schedule provided by the County Fleet Management Services, with services being billed based on actual hours/partial hours at 6-minute intervals.
- b. The hourly labor rate shall be reviewed and updated annually when needed, to cover County costs, and the updated Appendix A listing said hourly labor rate shall automatically become part of this Agreement upon issuance by the County without requiring formal amendment or board approval.
- c. The County will bill the Agency monthly for services provided, providing detailed work orders showing labor hours, parts costs, and any subcontractor charges. Payment is due within 30 days of issuance of the invoice.

4. Term

This Agreement shall commence upon execution and remain in effect for five (5) years, unless terminated earlier under Section 6.

5. Management & Legal Point of Contact

Daryl Greenlee, Fleet Director
1100 Simonton Street, Suite 216
Key West, FL 33040
305-292-3452 | greenlee-daryl@monroecounty-fl.gov

Donald Townsend, Assistant County Attorney
Monroe County Attorney's Office
P.O. Box 1026, Key West, FL 33041-1026
305-848-5264 / townsend-donald@monroecounty-fl.gov

6. Termination

Either party may terminate this Agreement for convenience with 90 days' written notice or for cause with 30 days' notice and an opportunity to cure. The Agency shall pay all amounts due through the effective date of termination.

7. Records & Audits

Each party shall maintain accurate records related to this Agreement and provide access for audit upon request for five (5) years following termination.

8. Insurance & Indemnification

Each party shall maintain insurance or shall self-insure throughout the entire term of this agreement with coverages and limits consistent to insure against customary risk associated with the work performed under this agreement.

_____, as a state agency or subdivision defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious actions, which result in claims or suits against either County or _____, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

The County, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortious acts, which result in claims or suits against either _____ or County, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortious acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies relevant to this agreement.

9. Public Records

The parties acknowledge and will comply with Florida's Public Records Act, Chapter 119, Florida Statutes, including responsibilities if acting on behalf of the other as a contractor.

10. Nondiscrimination.

The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-

616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101 Note), as amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) All requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; and 12) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. Governing Law, Venue & Interpretation

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the Parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The Parties agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

12. Severability.

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

13. Attorney's Fees and Costs.

The Parties agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings.

14. Adjudication of Disputes or Disagreements.

The Parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The Parties Representative shall try to resolve the claim or dispute with meet and confer sessions. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

14. Cooperation.

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the Parties agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The Parties specifically agree that neither party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

15. Non-Reliance by Non-Parties.

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the Parties agree that neither Party or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

16. No Personal Liability.

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(SEAL)

ATTEST: KEVIN MADOK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
As Deputy Clerk

By: _____
Mayor/Chairman

AGENCY:

By: _____
Mayor / Chair / Authorized Officer
Date: _____

Attest: _____

APPENDIX A: PRICING FOR FY 2025 - 2026

- Labor rate: \$259.29/hour

City of Key Colony Beach

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



THE CITY OF KEY COLONY BEACH, FLORIDA

**FIRST AMENDMENT TO THE AIA STANDARD FORM AGREEMENT BETWEEN
OWNER AND ARCHITECT**

THIS FIRST AMENDMENT to the AIA Standard Form Agreement between Owner and Architect (the "First Amendment") is made by and between **CPH CONSULTING, LLC** (the "Architect") and the **CITY OF KEY COLONY BEACH, FLORIDA** (the "City").

This First Amendment restates and duplicates the Agreement in all respects other than as reflected in strike-through/add format below reflecting the changes made by this First Amendment. Other than as set forth in strike-through/add format herein, the terms of the Agreement remain the same as set forth previously and in full force and effect as originally written. This First Amendment amends Article 11 "Compensation", specifically Article 11.3, and is deemed an "Amendment" as defined and required in the Agreement.

WHEREAS, The Architect and the City entered into a certain Agreement (the "Agreement") effective March 5, 2025, attached hereto as Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this First Amendment, the Architect and the City agree as follows.

Section 1. Amendment to Agreement. The Term of the Agreement is amended to read as follows:

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the

Owner shall compensate the Architect as follows:

The Owner shall pay the Architect an additional sum of forty-eight thousand dollars (\$48,000.00). In addition, the Owner shall compensate the Architect an amount equal to five percent (5%) of the design fees for the portion of the final construction cost in excess of Two Million Seven Hundred Thirty-One Thousand Four Hundred Eighty Dollars (\$2,731,480.00). No additional compensation will be paid to the Architect without a mutually agreed-upon amendment.

Section 2. **No Further Modifications.** All other terms and conditions of the existing Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set for the herein.

Section 3. **Effective Date.** This First Amendment shall be effective ____ August, 2025.

IN WITNESS WHEREOF, the parties execute this First Amendment on the respective dates next to each signature: The City, signed by and through its Mayor, and by the Architect.

Signature of Mayor

Date

Signature of Architect

Date

EXHIBIT A



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 5 day of March in the year 2025
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

The City of Key Colony Beach
600 W Ocean Dr
Key Colony Beach, FL 33051

and the Architect:
(Name, legal status, address and other information)

CPH Consulting, LLC a limited liability company
500 W Fulton St
Sanford, FL 32771

for the following Project:
(Name, location and detailed description)

Key Colony Beach City Hall
600 W Ocean Dr, Key Colony Beach, FL 33051
CLIENT proposes to harden, renovate, and expand the City Hall for Key Colony Beach located at 600 W Ocean Dr, Key Colony Beach, FL 33051 in accordance with its Request for Qualifications (RFP) No. 24-002.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(826436420)

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

CPH will work with the Owner to develop a program.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

This project focuses on an existing building located at 600 W Ocean Dr, Key Colony Beach, FL 33051. The general scope of the project will include general hardening of the existing building (Doors, Windows, Flood Proofing [if needed] and code compliance checks to bring building up to code, the remodel of the first floor of the existing building, approximately 1,441sf, and the expansion of the building to include a second story with each floor being approximately 1,550sf.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$3,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Please see Project Schedule attached as Exhibit "A". The Project Schedule shall be amended and advanced in the event Architect reaches any deadline or milestone prior to the designated End Date.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Procurement Method: negotiated contract.

Delivery Method: CPH shall provide deliverables to the client at the 15, 30, 60, 90, and 100 percent design milestones.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Owner's Primary Contact:

John Bartus

City Administrator

City of Key Colony Beach

600 W Ocean Dr, Key Colony Beach, FL 33051

Cell: 305.849.0273

Office: 305.289.1212 ext.2

Owner's Secondary Contact:

Doug Colonell

City Commissioner

City of Key Colony Beach

600 W Ocean Dr, Key Colony Beach, FL 33051

Office: 305.289.1212

Cell: 410.382.4444

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§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
With the exception of the documents previously supplied by Owner to Architect, Owner shall not be required to retain the services of a Geotechnical Engineer.
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer: N/A

.2 Civil Engineer: N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Brandan DeCaro, RA
Municipal Studio Principal, Senior Architect
1992 SW 1st Street, Miami, FL 33135
bdecaro@cphcorp.com
O 305-274-4805 X3626
C 305-775-4269

Secondary Contact:
Kyle Bechtelheimer, P.E.
Municipal Market Director
O 305-274-4805
C 352-279-2534

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:
(Paragraphs deleted)
N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

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N/A

§ 1.1.12 Other Initial Information and Documentation on which the Agreement is based:

City of Key Colony Beach RFQ No. 24-002
CPH Response to RFQ 2024-003

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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User Notes:

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§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

(Paragraph deleted)

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall conduct a workshop with the Owner to define the design vocabulary for the project, initial building program and identify other needs / desires. The Architect shall compare/coordinate findings of the workshop and prepare a draft program for review by the Owner. The Architect will conduct a follow up meeting with the Owner to review the program and solicit final comments. Following receipt of final comments, the Architect will prepare a Final Building Program document which will be used as the basis for Conceptual Design. One (1) in person workshop and one (1) remote review meeting are included in scope. (These services are the subject of the Parties Interim Agreement for Design Services) The design services shall also include bathroom and Landscape design.

(Paragraph deleted)

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§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components. The Architect shall prepare up to three (3) conceptual exterior designs for the Owner's consideration. Conceptual designs will convey the exterior form, massing and materials by way of 2D black and white elevations. The Owner shall select one conceptual design from among the options. One (1) revision to the preferred conceptual floor plan after is included in the scope of work. Architect shall provide a preliminary cost estimate. (These services are the subject of the Parties Interim Agreement for Design Services)

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, and elevations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels. After the 90% Final Design is approved by Owner, Architect shall prepare as part of its Basic Services, a high-definition rendering of the overall project.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents. Said Construction Documents shall be in the following format(s): PDF, hard copy, CAD or Revvit if required. The Owner shall own all filed/documents produced by Architect for the project.

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§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall prepare required signed and sealed permit submittal for the local building permit. This submittal shall include all required plans, specifications, renderings and / or calculations. The Architect shall coordinate the permit submittal and track it to the completion of the process where applicable. The Architect shall review comments by the permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. The Owner will be financially responsible for any application, filing or permitting fees required by the permitting agencies.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 assist the Owner with review and responses to RFI's during the bidding process;
- .2 assist Owner with organizing and conducting a pre-bid conference for prospective bidders; make recommendations to the owner to facilitate bidding and award of the project to a general contractor. The Architect will assist the Owner in the evaluation of the bids and selection of alternate bids;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 The Architect will review and advise the Owner on the acceptability of product substitutions proposed by the general contractors during bidding.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 organizing and participating in selection interviews with prospective contractors;
- .2 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below. Additionally, Architect understands and agrees that a portion of the funding for this project is the subject of a grant from the Florida Department of Environmental Protection, Agreement No. 22FRP63 and all amendments thereto, and Architect agrees to cooperate and assist Owner with required grant funding compliance, submissions, and payment or reimbursement obligations.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect shall conduct six (6) site visits and one (1) punch walk.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall participate in monthly virtual construction meetings with the owner and contractor for the duration of the construction period. **§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraphs deleted)

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

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tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- .5 Assist Owner to ensure that required grant funding compliance, submissions, and payment or reimbursement obligations have been met and accepted.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility and said service is not a required service under Article 3 above, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
<i>(Rows deleted)</i>	
<i>(Rows deleted)</i>	

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

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(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. All Additional Services are subject to Owner's prior written authorization.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing is required as part of Architect's Basic Services;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .10 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .2 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .3 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

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- 4 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- 1 Twenty (20) reviews of Shop Drawings, Product Data items, samples and similar submittals of the Contractor
- 2 six (6) visits to the site by the Architect during construction
- 3 Zero (0) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 One (1) inspection of the Work to determine final completion.
- 5 One (1) punch list walkthrough.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner's anticipated budget for this project, to include design services is \$3,000,000.00

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes permits, Owner separate contracts, pre-purchased equipment or supplies, owner-direct purchases, the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;

- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding

dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☒ [x] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: (Specify)

CLIENT and CPH shall agree to negotiate in good faith any dispute between them for a period of thirty (30) days after notice to the other party prior to exercising any other rights available to them under the Agreement and the law. No such claim, nor the exercise of other rights, shall constitute a basis to withhold or delay payment to CPH for work performed unless payment for said work is the subject of a claim or dispute.

In connection with any dispute arising out of or relating to this Agreement, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

Int.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

Init.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum (The Stipulated Sum includes all sums paid by Owner to Architect pursuant to the Parties Interim Agreement for Design Services)
(Insert amount)

(Paragraphs deleted)
\$268,520

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

In the event construction costs exceed \$2,731,480, and Owner elects to proceed with construction, the parties shall negotiate and enter into a separate agreement or modification to this agreement for said Additional Services.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

All compensation pursuant to this section shall be subject to Owner's prior written authorization.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Programing/Concept Design & Due Diligence	\$27,980
Schematic Design Phase	\$22,000
Design Development Phase	\$33,680
Construction Documents Phase	\$124,500
Materials And Finishes Selection	\$8,800
Permitting Support	\$3,500
Bid Construction Documents	\$32,060
Bidding Support	\$1,000
Construction Administration	\$15,000
Total Basic Compensation	\$268,520

The Stipulated Sum includes all sums paid by
Owner to Architect pursuant to the Parties
Interim Agreement for Design Services

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Please see attached Exhibit B

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence, with the exception of travel included herein as Architect's Basic Services;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

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- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect *(Paragraphs deleted)*

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraphs deleted)

Architect's assistance with grant funding compliance, submissions, and payment or reimbursement obligations shall be a condition precedent to issuance of payment to Architect.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

- .3 Exhibits:

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(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

City of Key Colony Beach RFQ No. 24-002

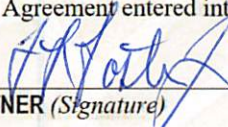
Florida Department of Environmental Protection, Agreement No. 22FRP63 and all amendments thereto (included in RFQ)

CPH Response to RFQ 2024-003 and all attachments thereto


4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit A- Project Schedule
Exhibit B CPH Hourly Rates

This Agreement entered into as of the day and year first written above.


OWNER (Signature)

Freddie Foster Mayor
City Of Key Colony Beach
(Printed name and title)


ARCHITECT (Signature)

Kimberly McCann, AIA, LEED AP Director of
Architecture
(Printed name, title, and license number, if required)

Init.

Task Name	Start Date	End Date	Duration	2025			
				Q1	Q2	Q3	Q4
Key Colony Beach City Hall Expansion	01/29/25	08/20/25	204d				
Selection, Negotiation, Commission Approval	01/29/25	01/29/25	1d				
Programming and Conceptual Design	01/30/25	03/16/25	46d				
Kick-off Meeting and Coordination	01/30/25	02/02/25	4d				
Due Diligence	01/30/25	03/05/25	35d				
Programming and Conceptual Plans	02/03/25	03/09/25	35d				
City Review	03/10/25	03/16/25	7d				
Design Documents	03/17/25	08/20/25	157d				
Schematic Plans (30%)	03/17/25	04/06/25	21d				
City Review	04/07/25	04/13/25	7d				
Design Development (60%)	04/14/25	05/04/25	21d				
City Review	05/05/25	05/11/25	7d				
Final Design (90%)	05/12/25	07/06/25	56d				
Permitting	07/07/25	08/03/25	28d				
City Review	08/04/25	08/06/25	3d				
Bid Documents (100%)	08/07/25	08/16/25	10d				

Exhibit "A"

HOURLY BILLING RATES

Effective: November 1, 2024

Category	Rate
Project Manager I	\$200
Project Manager II	\$225
Project Manager III	\$270
Project Manager IV	\$295
Project Manager V	\$310
Manager I	\$185
Manager II	\$210
Engineer I	\$205
Engineer II	\$230
Engineer III	\$240
Engineer IV	\$265
Engineer V	\$285
Architect I	\$185
Architect II	\$210
Architect III	\$235
Architect IV	\$270
Architect V	\$285
Interior Designer	\$160
Designer I	\$160
Designer II	\$175
Designer III	\$195
Designer IV	\$205
Designer V	\$220
Technician I	\$110
Technician II	\$135
Technician III	\$160
CADD I	\$120
CADD II	\$135
CADD III	\$165
Analyst I	\$130
Analyst II	\$145
Analyst III	\$160

Category	Rate
Landscape Architect I	\$165
Landscape Architect II	\$190
Landscape Architect III	\$215
Scientist I	\$140
Scientist II	\$170
Scientist III	\$220
Planner I	\$165
Planner II	\$185
Planner III	\$210
Discipline Manager I	\$300
Discipline Manager II	\$335
Principal Executive	\$360
Administrative I	\$100
Administrative II	\$110
Administrative III	\$125
Administrative IV	\$140
Administrative V	\$170
Project Administrator I	\$130
Project Administrator II	\$175
Coordinator I	\$155
Coordinator II	\$175
Coordinator III	\$190
Intern I	\$80
Intern II	\$95
Graphic Designer I	\$160
Graphic Designer II	\$170
Graphic Designer III	\$185

Category	Rate
Construction Rep I	\$155
Construction Rep II	\$180
Construction Rep III	\$195
Construction Manager I	\$200
Construction Manager II	\$220
Instrument Operator	\$110
Crew Chief	\$135
Surveyor I	\$145
Surveyor II	\$180
Surveyor III	\$220
GPS Crew I	\$185
GPS Crew II	\$260
Survey Crew - 1 Man	\$260
Survey Crew - 2 Man	\$335
Survey Crew - 3 Man	\$360
GIS Analyst I	\$120
GIS Analyst II	\$145
GIS Analyst III	\$160
GIS Manager	\$210



*Billing and Reimbursable Rates are Subject to Periodic Review and Adjustment.

*Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be a minimum of 10% of the total subconsultant costs.

**CITY OF KEY COLONY BEACH, FLORIDA
RESOLUTION 2025-07**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, APPROVING A ONE-YEAR EXTENSION OF THE AGREEMENT, BETWEEN THE CITY OF KEY COLONY BEACH AND THE CITY OF MARATHON FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE RESCUE SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach ("Key Colony Beach") and the City of Marathon ("Marathon"), collectively referred to as Parties, desire to extend the Interlocal Agreement between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027; and

WHEREAS, the agreement allows for a three-year extension with cost consideration, subject to annual renewal and appropriation; and

WHEREAS, the Parties wish to extend the Interlocal agreement for one year to provide fire rescue and emergency medical services to Key Colony Beach at an annual rate of \$1,157,153.00 for FY25-26.

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

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

Section 2. The Interlocal Agreement between Key Colony Beach and Marathon for the provision of emergency medical and fire rescue services, a copy of which is attached as Exhibit "A."

Section 3. This resolution shall take effect October 1, 2025, and remain in effect until September 30, 2026.

**[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on August 21, 2025.

**FINAL VOTE AT ADOPTION
CITY COMMISSION OF KEY COLONY BEACH**

Mayor Freddie Foster	NO _____	YES _____
Vice Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

Freddie Foster, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

ORDINANCE NO. 2025-500

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER FOURTEEN OF THE CODE OF ORDINANCES, ENTITLED SEWERS AND SEWAGE DISPOSAL, SECTION 14-6 MONTHLY RATES AND CHARGES, AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

Section 1: Recitals

The above recitals are true and correct.

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

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

CHAPTER 14. SEWERS AND SEWAGE DISPOSAL

Section 14-6. Monthly rates and charges.

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

Residential living unit. .	\$71.00 (\$213.00/quarter) \$74.00 (\$222/quarter)
Apartment and condominium living unit .	\$71.00 (\$213.00/quarter) \$74.00 (\$222/quarter)
Laundry machines, standard load	(that are

a part of apartments and condominiums beyond the total unit count) . . .

~~\$32.00~~ **\$15.00**

~~Recreational buildings~~ **Additional bathrooms** (that are a part of apartments or
Condominiums) . . . ~~\$80.00~~ **\$36.00**

Additional facilities with sinks.... **\$23.00**

All commercial accounts, per 100 gallons of water consumed ~~\$2.47~~ **\$2.57**

Or a minimum of ~~64.00~~ ~~\$71.00~~ **\$74.00** 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 **2025**.

Section 3: Severability and Conflict

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

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

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

Section 5: Effective Date

~~This Ordinance shall become effective upon its final adoption by the City of Key Colony Beach, Florida Commission.~~ **This Ordinance shall become effective upon its proper adoption by the Key Colony Beach City Commission and will take effect on October 1st, 2025.**

FIRST READING by the City of Key Colony Beach City Commission this 21st day of August, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of September 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of September, 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO. 2025-503

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CODE OF ORDINANCE, CHAPTER 12 PARKS AND RECREATION SECTION 12-2 RECREATION COMMITTEE CONTINUED, 12-6 MEETINGS, REPORTS OF COMMITTEE, 12-8 POWERS AND DUTIES OF COMMITTEES, AND 12-9 LIMITATIONS ON USE OF CERTAIN CITY PARK PROPERTY; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Recreation Committee serves as an advisory body that assists the City Commission in preserving and enhancing community assets and quality of life; and

WHEREAS, the City Commission of Key Colony Beach has determined that it is necessary to amend Chapter 12, “Parks and Recreation,” Sections 12-2, 12-6, 12-8, and 12-9 to modify the residency requirements, meeting procedures, responsibilities of advisory or oversight committees related to the City’s parks and recreational resources, and prohibited activities at Sunset Park; and

WHEREAS, the City Commission finds that periodic updates to the composition, duties, and operating procedures of its committees help eliminate redundancies and better align their work with the City’s long-term goals and priorities; and

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

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amendment

Chapter 12, “Parks and Recreation”, of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

Sec. 12-2. Recreation area committee continued.

The recreation area committee is hereby continued and shall be referred to hereinafter as the recreation area committee. Sec. 12-3. Composition of committee; qualifications, compensation; removal of members.

The recreation committee shall consist of five (5) regular members and may consist of two (2) alternate members who are appointed by the city commission no later than the second regular meeting of the city commission in the month of April. Each member must be a **full-time** resident of the City of Key Colony Beach. No city commissioner or city employee shall serve as a member of the recreation area committee. Each member shall serve without remuneration. Members shall serve their terms or until their successors are appointed, whichever comes last. Any member may be relieved of his duties by a majority vote of the city commission at its sole discretion. If any member fails to attend two (2) of three (3) successive meetings, without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy. Alternate members shall serve as full members in the absence of a regular member. The city commission may waive the residency requirements for membership of the committee in the case of unforeseen and unusual circumstances that are in the best interest of the city. Sec. 12-4. Appointment, terms of committee members; filling vacancies.

The members shall serve for terms of two (2) years. The terms of two (2) members and one (1) alternate shall expire in even-numbered years, and the terms of three (3) members and one (1) alternate shall expire in odd-numbered years. In the event of a vacancy caused by the expiration of a term, the city commission shall appoint a person to serve thereon for a period of two (2) years. In the event of a vacancy created other than by expiration of a term, the city commission shall appoint a person to serve thereon for the remainder of the unexpired term.

Sec. 12-6. - Meetings, reports of committee.

The recreation area committee shall hold a regular meeting once every month unless there is no business to conduct. It will meet at such other times as the chair or city commission may direct. Minutes of all meetings shall be taken and copies shall be filed immediately with the city clerk. **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board.**

Sec. 12-8. Powers and duties of committee.

The recreation area committee shall have the following duties:

- (1) ~~Propose~~ **Recommend** to city commissioners:
 - a. Future improvements to the golf course and attendant buildings.
 - b. Area reserved for recreational uses, and activities to be conducted thereon.
 - c. Area reserved for municipal uses, and facilities to be developed thereon.
- (2) Subject at all times to city commission approval, it shall **observe and report to City Commission regarding recreational activities** ~~supervise the recreational uses of this area.~~ It shall not supervise or be responsible for any municipal use to be conducted in said area. **The Recreation Committee shall not supervise self-funded groups or other entities operating under contractual agreements with the City Commission.**

- ~~(3) In the event that all or any part of this area shall be leased for a recreational use, it shall insure the protection of the city's interest in the drawing of the lease and the operation and performance of the lessee.~~
- (4) It shall assist the beautification commission with the plans of the latter for the beautification of the area.
- (5) Annually, at the time of preparation of the city budget, it shall present to the city commission a list of ~~proposed~~ **recommended** activities and improvements, together with an estimate of the cost thereof.
- (6) Upon direction by the city commission, it shall plan, supervise and implement any activity or improvement which may be assigned to it by the city commission.
- (7) It shall have such other powers and duties as may be assigned to it from time to time by the city commission.

Sec. 12-9. Limitations on use of certain city park property.

- (a) Use of the park property of the City of Key Colony Beach as described in section 12-1 shall be limited to the time from 6:00 a.m. to 10:00 p.m. each day unless otherwise posted. Persons on the subject properties during the prohibited hours shall be subject to penalties as set forth in section 1-9 of the Key Colony Beach Code.
- (b) Sunset Park rules and regulations:
 - (1) Sunset Park shall be open from 6:00 a.m. to one-half hour after sunset. The time of sunset is defined as the moment when the trailing edge of the sun's disk disappears below the horizon.
 - (2) Special events must be pre-registered at City Hall forty-eight (48) hours in advance, and permits are subject to availability.
 - (3) Dog waste is a threat to public health and can transmit disease, therefore persons must leash and clean up after their dogs.
 - (4) Swimming **and snorkeling**, ~~snorkeling, or wading in the park~~ is prohibited. ~~No persons are allowed into the water at any time.~~ Crocodiles live in the coastal water of South Florida, and swift currents exist in the area immediately surrounding the park area, making the water unsafe.
 - (5) ~~No fishing is permitted from or in the water's edge or observation deck.~~ **Fishing is permitted only in the designated areas of the pier.**
 - (6) No shrimp, crab or lobster trapping/netting is permitted from the water's edge or the observation deck.
 - (7) ~~Entry into the water from the observation deck is prohibited.~~ **Jumping off the observation deck is prohibited.**
 - (8) Docking is prohibited.
 - (9) No floating vessels shall launch or port from the water's edge, including but not limited to, boats of any kind, kayak, jet-ski, paddleboard, surfboard or windsurfing board.
- (c) Use of tennis or pickleball courts owned by the City of Key Colony Beach shall be limited to the time from 7:30 a.m. to sunset each day unless otherwise posted.

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances

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

Section 6: Effective Date

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

FIRST READING by the City of Key Colony Beach City Commission this 21st day of August, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of September, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

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DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of September, 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO. 2025-504

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA,
AMENDING ARTICLE XIII DEVELOPMENT REVIEW COMMITTEES
SECTION 101-186 BEAUTIFICATION COMMITTEE; REPEALING
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Beautification Committee serves as an advisory body that assists the City Commission in preserving and enhancing community assets and quality of life; and

WHEREAS, the City Commission of Key Colony Beach has determined that it is necessary to amend Article XIII, “Development Review Committees,” specifically Section 101-186 of the City’s Land Development Code, to modify the responsibilities and meeting procedures for the City’s Beautification Committee; and

WHEREAS, the City Commission recognizes that periodic updates to committee structure, responsibilities, and procedures help reduce redundancy and ensure that advisory activities align with the City’s long-term goals and priorities; and

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

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amendment

Section 101-186 “Beautification Committee” of Article XIII, “Development Review Committees” of the Land Development Regulations, of the City of Key Colony Beach, Florida be amended to read as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

Sec. 101-186. - Beautification committee.

- (1) *Membership*. The beautification committee shall consist of seven (7) persons who shall be appointed by the city commission no later than the second regular meeting of the city commission in the month of April. The city commission may, in its discretion, appoint two

- (2) alternate members who shall serve as full members in the absence of a regular member. Members and alternate members shall serve their terms or until their successors are appointed, whichever comes last.
- (2) *Qualifications.* Each member must be a **full-time** resident of the city. No member or alternate members shall be an elected official or employee of the city.
- (3) *Attendance and vacancies.* If any member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy. In the event of a vacancy created other than by the expiration of a term, the city commission shall appoint a person to serve for the remainder of the unexpired term.
- (4) *Terms.* The members shall serve for terms of two (2) years. The terms of three (3) members and one (1) alternate member shall expire in odd-numbered years, and the terms of four (4) members and one (1) alternate member shall expire in even-numbered years.
- (5) *Officers.* At the beautification committee's first meeting in May, it will elect a chair, a vice-chair and a secretary from among its regular members, for a term of one (1) year or until their replacements are elected.
- (6) *Meetings.* The beautification committee shall hold a regular meeting once every month unless there is no business to conduct. It will meet at such other times as the chair or city commission may direct. Minutes of all meetings shall be taken and copies shall be filed immediately with the city clerk. **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board.**
- (7) *Responsibilities.* The committee shall have the following powers and duties:
- (a) Planning: From time to time it shall make recommendations to the city commission concerning projects or programs to beautify or in any way improve the appearance of the city.
 - (b) Litter: It shall observe the implementation of rules and regulations concerning cleanup and maintenance, and report to the city commission any violation thereof, and from time to time recommend any improvement or change in said rules and regulations.
 - (c) Budget: Annually, at the time of preparation of the city budget, it shall present to the city commission a list of recommended beautification or maintenance programs or projects to be undertaken during the next fiscal year, together with an estimate of the cost thereof.
 - (d) Projects: With prior approval of the city commission and prior submission of plans, it shall supervise and carry out programs or projects of beautification or maintenance of city-owned properties including the expenditure of assigned funds thereon.
 - (e) Plan review: It shall review all landscape plans and amendments thereto in accordance with article VI and make recommendations thereon to the city commission or building official, depending upon the type of development.
 - (f) Education: It shall encourage the city residents, property owners and organizations to work for the beautification and improvement of the city.
 - (g) Other: It shall have such other powers and perform such other duties as may be assigned to it from time to time by the city commission.

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances

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

Section 6: Effective Date

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

FIRST READING by the City of Key Colony Beach City Commission this 21st day of August, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of September, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of September, 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO. 2025-505

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING ARTICLE XIII DEVELOPMENT REVIEW COMMITTEES SECTION 101-185 PLANNING AND ZONING COMMITTEE, SECTION 101-170 APPEALS FROM ADMINISTRATIVE HEARINGS, SECTION 101-171 VARIANCES, AND SECTION 101-172 AMENDMENT TO THIS CODE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of Key Colony Beach has determined that it is necessary to amend Article XIII, “Development Review Committees,” specifically Section 101-185, Section 101-170, Section 101-171, and Section 101-172 of the City’s Land Development Regulations, to modify the residency requirements and meeting procedures of the Planning and Zoning Committee; and

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

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

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amendment

Section 101-185 of Article XIII, “Development Review Committees” of the Land Development Regulations of the City of Key Colony Beach, Florida shall be amended to read as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

Sec. 101-185. - Planning and zoning committee.

- (1) *Composition.* The city planning and zoning committee shall consist of five (5) persons appointed by the city commission no later than the second regular meeting of the city commission in the month of April. Additionally, two (2) alternate members may be appointed by the city commission, who shall attend meetings. Alternate members shall be designated either first or second alternate member and shall exercise voting priority accordingly. Members and alternate members shall serve their terms or until their successors are appointed, whichever comes last.
- (2) *Qualifications.* Each member or alternate must be a **full-time** resident of the city. Alternate members may act in the temporary absence or disability of any regular member. No member or alternate member of the committee shall be an elected official or an employee of the city.
- (3) *Attendance and vacancies.* The city commission can remove any member of the planning and zoning committee for cause after written notice and public hearing. If any member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy. Any vacancy occurring during the unexpired term of office of any member or alternate shall be filled by the city commission for the remainder of the term. The existing planning and zoning committee shall continue in office according to the terms of their original appointments.
- (4) *Terms.* Members of the planning and zoning committee shall be appointed for staggered terms of two (2) years. Three (3) members shall and one (1) alternate may be appointed in the odd number years and two (2) members shall and one (1) alternate may be appointed in the even years. Committee member terms shall end no later than the second regular meeting of the city commission in the month of April. At the time of the initial appointments of the alternates, one (1) shall be for a one (1) year term and one (1) shall be for a two (2) year term.
- (5) *Officers.* At the planning and zoning committee's first meeting in May, it will elect a chair, a vice-chair and a secretary from among its regular members, for a term of one (1) year or until their replacements are elected.
- (6) *Meetings.* The planning and zoning committee shall hold a regular meeting once every month unless there is no business to conduct. It will meet at such other times as the chair or city commission may direct. Minutes of all meetings shall be taken and copies shall be filed immediately with the city clerk. **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board. The City will conduct any required public hearings or quasi-judicial proceedings where required.**
- (7) *Responsibilities.* The city planning and zoning committee will have the following duties and powers:
 - (a) Records: It shall follow the administrative rules for transaction of its business. It shall keep records of its findings and determinations and copies of all its recommendations for amending ordinances and handling appeal cases and requested variances. All meetings shall be public.

- (b) Budget: Annually, at the time of preparation of the city budget, it shall present to the city commission its proposed annual income and expenses. Approved budgeted expenses may be spent without additional city commission approval. Any expenditure to be made, not included in the budget, shall be submitted in advance to the city commission for its approval.
 - (c) Amendments to this code: It will review all proposed amendments to this chapter in accordance with section 101-172 and after public hearing, make recommendations to the city commission.
 - (d) Other development permits: It will review subdivision plats, site plans and related impact reports and furnish the city commission a detailed written report with its recommendation on the development permit application.
 - (e) Comprehensive plan: See (8) below.
 - (f) Variances and appeals: It shall review and make recommendations to the city commission on variances to this code (in accordance with section 101-171) and appeals of city development staff decisions (in accordance with section 101-170).
 - (g) Other: The planning and zoning committee may have such other duties and powers as may be assigned to it from time to time by the city commission.
 - (h) Code enforcement: It will not be the responsibility of the planning and zoning committee to enforce the regulations of this code.
- (8) *Local planning agency.*
- (a) The city commission hereby designates the planning and zoning committee as the local planning agency to be responsible for the development of the local comprehensive plan as required by F.S. Ch. 163.
 - (b) The committee shall conform to the statute, its own citizen participation plan and the 1990 Comprehensive Plan Appendix B for purposes of monitoring and amending the plan.

Section 101-170 of Article XIII, "Development Review Committees" of the Land Development Regulations of the City of Key Colony Beach, Florida shall be amended to read as follows:

Sec. 101-170. - Appeals from administrative rulings.

- (1) *Appeal initiation.* Any person aggrieved by a decision of the building official or other city official who enforces this chapter may appeal in writing to the planning and zoning committee. Any such appeal must be filed in writing with the city clerk together with the fee established in the fee schedule. Any such appeal must be filed within thirty (30) days after the act or decision upon which the appeal is made and must specify the grounds thereof.
- (2) *Planning and zoning committee procedure.*
 - (a) Upon receipt of a written appeal, the city clerk will deliver the appeal to the planning and zoning committee.
 - (b) The building official or other city official shall transmit to the planning and zoning committee all records upon which the action or decision that was the basis for the appeal.
 - (c) An appeal from an administrative ruling shall stay all proceedings and all work on the premises involved unless such stay shall be deemed to imperil life or property.

In such cases, proceedings or work shall not be stayed except by a stop order which may be granted by the city commission or by the circuit court if the same shall have been refused by the city commission.

- (d) The planning and zoning committee shall investigate the circumstances for the appeal and make a recommendation to the city commission prior to the commission's public hearing. The letter shall include the facts leading up to the recommendation and whether or not the ruling given the applicant by the building inspector or other city official was given in error.
 - (e) **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board. The City will conduct any required public hearings or quasi-judicial proceedings where required.**
- (3) *City commission procedure.*
- (a) After receipt of the planning and zoning committee report, the city commission shall give notice in a newspaper stating the date, time and place of a city commission public hearing as provided for in [section 101-173](#).
 - (b) After the public hearing, the city commission may reverse or affirm wholly or partly or may modify the determination made by the administrative official in enforcing this Code.
 - (c) The concurring vote of a majority of all members of the city commission shall be necessary to reverse any decision of any administrative official or to decide in favor of the applicant.

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

Sec. 101-171. - Variances.

- (1) *Initiation.* Any owner, agent, lessee or occupant of land or a structure may apply in writing to the city clerk for a variance, on that land, from the requirements of this chapter, except that no request for a use variance will be considered. Details must be included with the request and be filed with the city clerk together with the established fee for a variance. If the applicant is other than the owner of the property, the written consent of the owner for the variance requested must be submitted with the application. When the petitioner is a public agency, the city commission may authorize the waiver or reduction of the fee.
- (2) *Planning and zoning committee procedure.*
 - (a) Upon receipt of a written request, the city clerk will deliver the request to the planning and zoning committee.
 - (b) The planning and zoning committee shall make an investigation of the conditions pertaining to the requested variance in advance of the public hearing by the city commission. This investigation shall be at a duly noticed meeting. Mailing of notice of the meeting shall be made by the city to all property owners within three hundred (300) feet of the boundaries of the property which is the subject of the variance request.

- (c) The planning and zoning committee, shall make their recommendation to the city commission in writing, based upon the standards in (5) below. They may recommend approval or disapproval of the variance or may recommend approval of the same subject to such specified conditions as it may deem to be necessary or advisable in furtherance of the provisions of this chapter. Reasons for the recommendation shall be stated.
 - (d) **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board. The City will conduct any required public hearings or quasi-judicial proceedings where required.**
- (3) *City commission procedure.*
- (a) After receipt of the planning and zoning committee report, the city commission shall give notice in a newspaper stating the date, time and place of a city commission public hearing as provided for in [section 101-173](#).
 - (b) After their public hearing the city commission may approve or disapprove the requested variance or may approve the same subject to specified conditions as it may deem to be necessary or advisable in furtherance of the provisions of the zoning ordinance. If the applicant desires to present evidence not presented to the planning and zoning committee, the matter shall be returned to the planning and zoning committee for further deliberation and recommendation unless the city commission finds by majority vote that the new evidence is insignificant or unsubstantial.
 - (c) The commission shall state reasons for their decision, based on the standards detailed in (5) below.
 - (d) The decision of the city commission shall be final. No new request for similar action concerning the same property may be made to the city commission or planning and zoning committee for a period of not less than six (6) months after the date of said decision by the city commission.
- (4) *Effective period.*
- A building permit application must be submitted within twelve (12) months of variance approval otherwise the approval expires. Any extension of up to twelve (12) months may be granted by the city commission for good cause.
- (5) *Standards for granting variances.*
- (a) *Specific criteria:*
 - (1) The applicant shall demonstrate a showing of good and sufficient cause;
 - (2) Failure to grant the variance would result in unnecessary hardship to the applicant;
 - (3) Granting the variance will not result in increased public expenses, create a threat to public health and safety, create a public nuisance, or cause fraud or victimization of the public;
 - (4) Property has unique or peculiar circumstances, which apply to this property, but which do not apply to other properties in the same zoning district;

- (5) Granting the variance will not give the applicant any special privilege denied other properties in the immediate neighborhood in terms of established development patterns.
- (b) *Recommendations to the city commission.*
 - (1) If all five (5) specific criteria are met, then the planning and zoning committee shall recommend approval to the city commission. Approval by the city commission would be by majority vote of the city commission. If the planning and zoning committee finds the five (5) specific criteria are not met, they shall recommend disapproval of the variance unless they specifically find that the granting of the variance will have minimal adverse effect on other citizens of the city or on the city. Approval of a variance where all five (5) specific criteria are not met shall require a favorable vote of four-fifths ($\frac{4}{5}$) of the city commission.
 - (2) *Conditions.* The planning and zoning committee may recommend, and the city commission may prescribe, appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
 - (3) *Use variance.* Under no circumstances shall the city commission grant a variance to permit a use not generally permitted in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

Section 101-172 of Article XIII, "Development Review Committees" of the Land Development Regulations of the City of Key Colony Beach, Florida shall be amended to read as follows:

Sec. 101-172. - Amendment to this code.

- (1) Initiation. An amendment to this chapter may be suggested by the city commission, the planning and zoning committee or any property owner directly affected by the provisions or map change in question.
In the latter case the petitioner shall submit a request in writing to the city clerk who shall transmit the same to the chairman of the planning and zoning committee. The request shall contain all pertinent information which may be required by the planning and zoning committee for proper consideration of the matter and shall be accompanied by the necessary amendment fee.
- (2) Planning and zoning committee procedure.
 - (a) All proposed code amendments shall be submitted to the planning and zoning committee for study and recommendations.
 - (b) The planning and zoning committee shall set a date, time and place of their public hearing. The committee shall provide public notice appropriate to the nature of the amendment.
 - (c) The planning and zoning committee at the completion of the public hearing shall make their recommendations to the city commission in writing. They may recommend approval or disapproval or make changes in the amendment as appear to be appropriate in furtherance of this chapter. The planning and zoning committee may

vote by majority to make a specific finding that any code amendment approved pursuant to this section be subject to expedited review by the City Commission.

- (d) Absent a recommendation of expedited review by the planning and zoning committee, a minimum of ten (10) days shall elapse before the City Commission may consider the proposed ordinance for action.
- (e) **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board. The City will conduct any required public hearings or quasi-judicial proceedings where required.**

(3) City commission procedure.

- (a) Unless recommended for expedited review, the city commission shall not consider any code amendment proposed for approval or disapproval by the planning and zoning committee that has not satisfied the minimum ten (10) day wait period in accordance with Sec. 101-172(2)(d) set forth above.
- (b) After receipt of the planning and zoning committee recommendation, the city commission shall give notice in the newspaper of their public hearing as provided for in Sec. 101-173. However, if the amending ordinance involves a zoning map change, or substantially changes permitted use categories in a zoning district, the city commission shall give public notice as provided in state statute; see Sec. 101-173(2).
- (c) After the public hearing the city commission may approve or may make changes in the proposed amending ordinance. The first of two (2) readings of the amending ordinance shall be held at a regular or special meeting. The ordinance may be read by title only if copies are available for public inspection.
- (d) The enactment of the proposed amending ordinance must be noticed once, at least ten (10) days prior to its second reading and adoption, in a newspaper of general circulation in Key Colony Beach. The notice shall state the date, time and place of the meeting, the title of the proposed ordinance, the place in Key Colony Beach where the proposed ordinance may be inspected by the public, and the notice shall state that interested parties may appear at the meeting and be heard with respect to the ordinance.
- (e) At a subsequent regular or special meeting it shall be read for a second time, provided that the second reading, if the ordinance is not amended, may be read by title only unless full reading is requested by two (2) members of the city commission. The ordinance may be adopted after the second reading.
- (f) If a change in the ordinance by the city commission is adverse to the recommendation of the planning and zoning committee, such change shall not become effective except by the affirmative vote of a majority of the city commission membership.
- (g) The amending ordinance becomes effective ten (10) days after adoption.
- (h) The amending ordinance shall be promulgated without unnecessary delay by posting at the city hall and at one (1) other public place within the city for a period of not less than four (4) weeks.

- (i) Each amending ordinance, shall, upon its final passage, be recorded in a book kept for that purpose and shall be signed by the presiding officer and the city clerk.
 - (j) The city commission may, by an affirmative vote of four (4) members at a regular or special meeting, enact an emergency ordinance without complying with requirements of the above paragraphs (b) through (g) and without referring the amendment to the planning and zoning committee. However, no emergency ordinance shall be enacted which rezones private real property or changes the number of units per net acre of density.
- (4) Guidelines for amendments to this code. At public hearings held to consider requests for amendments to this chapter, the planning and zoning committee and the city commission shall consider, but shall not necessarily be limited to, the following factors:
- (a) When pertaining to the rezoning of land, the effect of the change, if any, on the particular property and surrounding properties.
 - (b) When pertaining to rezoning of land, the amount of undeveloped land in the general area having the same classification as that requested.
 - (c) The extent to which property values would diminish by such land development code regulations.
 - (d) The character of the district and its peculiar suitability for particular uses.
 - (e) The use of nearby property.
 - (f) The gain to the public compared to the hardship imposed upon the individual property owner.
 - (g) Subdivision restrictions or deed restrictions that apply to the property under consideration.
 - (h) The relationship of the proposed amendment to the purposes of the city comprehensive plan with appropriate consideration as to whether the proposed change will further the purposes of this chapter and the city comprehensive plan.

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances

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

Section 6: Effective Date

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
FIRST READING by the City of Key Colony Beach City Commission this 21st day of August, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of September, 2025.

Mayor Freddie Foster	NO _____	YES _____
Vice-Mayor Doug Colonell	NO _____	YES _____
Commissioner Tom Harding	NO _____	YES _____
Commissioner Tom DiFransico	NO _____	YES _____
Commissioner Kirk Diehl	NO _____	YES _____

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of September, 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO. 2025-506

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CODE OF ORDINANCE, CHAPTER 14 SEWERS AND SEWER DISPOSAL, ARTICLE III UTILITY BOARD, SECTION 14-47 MEMBERSHIP AND 14-49 MEETINGS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utility Board serves as an advisory body to the City Commission, providing recommendations on matters related to the City’s utility services, including water, electric, communications, drainage, and waste collection or disposal; and

WHEREAS, the City Commission of Key Colony Beach has determined that it is necessary to amend Chapter 14, “Sewers and Sewage Disposal,” Article III “Utility Board,” Section 14-47 “Membership” and Section 14-49 “Meetings,” to modify the resident requirements and meeting procedures for the Utility Board and its members; and

WHEREAS, the City Commission recognizes that periodic review and refinement of committee structures, duties, and procedures help eliminate redundancies and align advisory efforts with the City’s strategic utility and infrastructure goals; and

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

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

Section 1: Recitals

The above recitals are true and correct.

Section 2: Effective Date

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

Section 3: Amendment

Chapter 14 “Sewers and Sewage Disposal,” Article III “Utility Board” of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

~~Strikethrough~~ = deletion

Bold underline = addition

ARTICLE III. - UTILITY BOARD

Sec. 14-47. - Membership.

The utility board shall consist of five (5) persons appointed by the city commission. It is preferred that each member be a **full-time** resident of the City of Key Colony Beach and a registered voter within the City of Key Colony Beach. No member shall be a city commissioner or an employee of the city. Any member may be relieved of his duties at any time by a majority vote of the city commission. If any member fails to attend two (2) of three (3) successive meetings without cause and without prior approval of the chairman, the board shall declare the member's office vacant, and the city commission shall promptly fill such vacancy. Vacancies occur on the utility board for any reason shall be filled by appointment by the city commission within sixty (60) days from the time the vacancy officially occurs. The term of office for each member of the utility board shall end no later than the second regular meeting of the city commission in the month of April. Utility board members will serve until their successors are appointed. Terms of members appointed to fill any vacancies occurring during the year will expire at the same time as all other members of the board.

The city commission shall also appoint not more than two (2) alternate members to the utility board and such members shall require the same qualifications and serve the same terms as regular members. Alternate members shall be designated at the time of their appointment as "alternate one" and "alternate two." Alternate one shall have full voting power in the absence of one (1) member of the board. Alternates one and two shall have full voting power in the absence of any two (2) regular members. Alternate members shall be considered as regular members for the purpose of constituting a quorum. All members may participate in discussions but no more than five (5) votes shall be counted in the manner described above on any matter. Alternate members shall be permitted voting privileges only at official meetings conducted by a regularly elected officer of the board.

Potential and eligible utility board members will be recommended to the city commission by the utility board for its approval and appointment.

The city commission may waive the residency requirements for membership of the board in the case of unforeseen and unusual circumstances that are in the best interest of the city.

Sec. 14-49. - Meetings.

A regular monthly meeting date and time for the utility board meetings shall be established by the board and all meetings shall be held at City Hall and be open to the public. Special meetings may be called by the chairman or any three (3) members of the utility board and due notice of such meetings and their purpose shall be posted in accordance with law. A quorum shall consist of three (3) members of the utility board. Minutes of all meetings shall be recorded and filed with the city clerk. Regular meetings need not be held if there is no business to conduct. **If the Board is unable to establish a quorum at its regularly scheduled meeting, or within seven (7) days afterward, all matters that were to be considered shall be submitted to the Commission by the City Clerk to be considered at the next regular City Commission meeting, without a recommendation from the Board.**

Section 4: Severability and Conflict

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

Section 5: Inclusion in the Code of Ordinances

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

Section 6: Effective Date

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

FIRST READING by the City of Key Colony Beach City Commission this 21st day of August, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 18th day of September, 2025.

Mayor Freddie Foster	NO_____	YES_____
Vice-Mayor Doug Colonell	NO_____	YES_____
Commissioner Tom Harding	NO_____	YES_____
Commissioner Tom DiFransico	NO_____	YES_____
Commissioner Kirk Diehl	NO_____	YES_____

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DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 18th day of September, 2025.

Freddie Foster, Mayor

Silvia Roussin, City Clerk

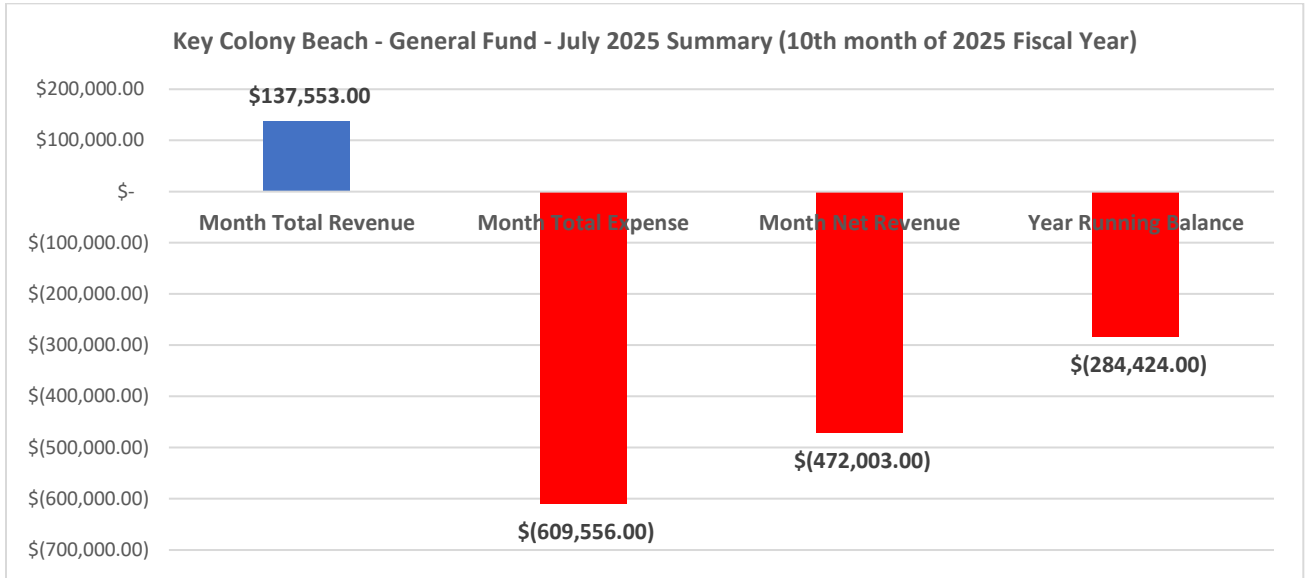
Approved as to form and legal sufficiency:

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

City of Key Colony Beach Treasurer's Report – August 21, 2025

July 31, 2025, financial summary – General Fund

- ✓ 10th Month of the 2025 fiscal year budget- Monthly plot below:



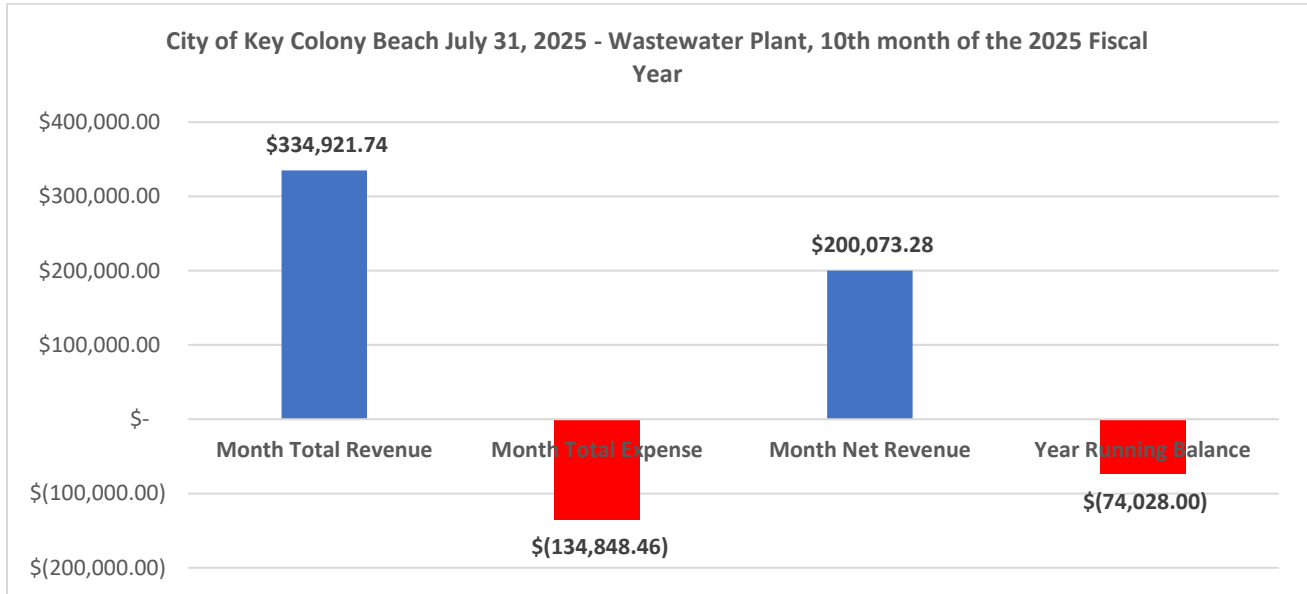
✓ **Comments:**

- Actual revenue in good shape vs. overall budgeted projection. Awaiting \$100,000 dollars in grants submitted to the State for reimbursement, expected funds this fiscal year.
- Actual expenses tracking higher than the predicted budget by \$247,000, or by 5.8%
- Year-to-date net running balance went negative in August as predicted. Thus, required to use reserve funds for payment of expenses. Based on the projected revenue for August and September, and the expected expenses for these months, I expect we will stay in the net negative balance for the remainder of this fiscal year.
 - Planned budgeted value at EOY is - \$374,393.00
 - Predicted EOY will now be - \$640,323.00 (updated with July actual values)

City of Key Colony Beach Treasurer's Report – August 21, 2025

July 31, 2025, financial summary – Wastewater/Stormwater

- ✓ 10th month of the 2025 Fiscal Year, Wastewater Monthly plot below



Comments:

- ✓ Residential Sewer Service revenue at EOY budget level, in good shape
- ✓ Commercial Sewer Service revenue tracking below budget by 15%
- ✓ YTD Operating Expenses are above EOY budget levels for 10 months of actuals, driven by:
 - System Maintenance and Repairs
 - Sludge hauling expenses
 - System Operator expenses
 - Plant maintenance and repairs
 - Electricity expenses
- ✓ 10 months of actuals, net revenue remains negative and expect EOY net revenue to be negative. Reimbursement funds for UV tank replacement expected to occur in 2026 fiscal year.

Stormwater:

Checking/Savings balance \$513,529.70

City of Key Colony Beach Treasurer's Report – August 21, 2025

2026 Fiscal Year Budget Updates

General Budget

Updates from July meetings:

- City hall additions added from the July 17, 2025, meeting, 5 changes for a total estimate of \$380,000.
- Medical costs updated.
- Dry Flood Proofing, place holder for Phase II engineering per the State's request
- Final Emergency and EMS services costs updated

Utility Budget

Updates

- Adjusted lower revenue from washing machines, and recreation room fee suggested edits to our current ordinance.