

AGENDA

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, October 17th, 2024 – 9:35 AM or at the conclusion of the Public Hearing
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

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

1. Call to Order, Pledge of Allegiance, Prayer, Roll Call

2. Special Requests

- a. Special request from Havana Jack's Restaurant to extend music hours until 1:00 AM on New Year's Eve.

3. Citizen Comments and Correspondence

4. Approval of Agenda

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

- a. Marathon Fire/EMS – Marathon Fire Chief James Muro – **Pgs. 1-3**
- b. City Administrator's Report – John Bartus - **Pgs. 4-5**
- c. Police Department – Chief DiGiovanni – **Pgs. 6-12**
- d. Building/Code Department – Building Official Loreno – **Pgs. 13-14**
 - i. Update on City Hall Renovations
- e. Public Works – Public Works Department Head Guarino – **Pgs. 15-16**
- f. City Hall – City Clerk Roussin - **Pgs. 17-18**
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee – Richard Pflueger
- j. Utility Board - Bill Fahs

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. September 3rd, 2024 – First Budget Public Hearing – **Pgs. 19-20**
- b. September 13th, 2024 – ITB 2024-03 Review Committee Meeting Minutes – **Pg. 21**
- c. September 17th, 2024 – Second Budget Public Hearing – **Pgs. 22-23**
- d. September 19th, 2024 – City Commission Public Hearing – **Pg. 24**
- e. September 19th, 2024 – City Commission Regular Meeting Minutes – **Pgs. 25-36**
- f. Approval of Warrant 0924 for \$369,902.88 – **Pg. 37**
- g. Discussion/Approval of the Interim Report on Data and Observations obtained during the Study of the Detention Pond at Shelter Bay Drive by Dave McKeehan – **Pgs. 38-50**
- h. Discussion/Approval for the 2024-2025 Endorsement of the 600 8th Street Insurance Policy for \$9,047.00 (after the fact – due date was before the Commission Hearing) – **Pg. 52**

7. Discussion Action Items

- a. Discussion/Approval of a request by Chief DiGiovanni to approve the ZG Wired, LLC estimate for \$19,973.54 for the installation of Police equipment in the newly purchased police truck. – **Pg. 53**
- b. Discussion/Approval of a request from Chief DiGiovanni to purchase a new Police truck in the amount of \$48,953.00 (if approved, additional costs to outfit the truck will apply). – **Pgs. 54-56**
- c. Discussion/Approval of the FDEP Grant Agreement P5035 Sunset Park – **Pgs. 57-92**
- d. Discussion/Approval of the FDEP Grant Agreement P5040 7th Street Park – **Pgs. 93-128**
- e. Discussion/Approval by a recommendation by the City Administrator to award ITB 2024-04 for the City Hall Pin Pile & Leveling Project ****TBA****
- f. Discussion/Approval for an agreement with McCourt Construction for the construction of the Pickleball and Tennis Courts – **Pgs. 129-221**
- g. Discussion/Approval of architectural renderings for City Hall renovations ****TBA****

8. Ordinances & Resolutions

- a. **FIRST Reading of Ordinance 2024-495: An Ordinance on an Amendment to Yard Waste Collection**
An Ordinance of the City of Key Colony Beach, Florida, amending Chapter 7 of the Code of Ordinances, entitled Garbage & Trash, Section 7-8 Yard Trash Preparations and Section 7-8.1 Yard Trash Location for Collection, Providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date. – **Pgs. 222-224**
- b. **SECOND/FINAL Reading of Ordinance 2024-492: An Ordinance on an Amendment to Substantial Building Improvements.**
An Ordinance by the City Commission of the City of Key Colony Beach amending Chapter Six of the Code of Ordinances, Amendments to the Florida Building Code, the City of Key Colony Beach Code of Ordinances to modify Chapter 6 – Building Amendments to the Florida Building Code, and providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date.
 - i. Ordinance 2024-492 – **Pgs. 225-229**
 - ii. Business Impact Statement – **Pgs. 230-231**
 - iii. Proof of Publication – **Pg. 232**
- c. **SECOND/FINAL Reading of Ordinance 2024-493: An Ordinance on an Amendment to Freeboard Requirements.**
An Ordinance of the City of Key Colony Beach, Florida, amending the City of Key Colony Beach Land Development Regulations, Article III – District Regulations, Amending Freeboard Requirements, and providing for Codification, repealing any inconsistent provisions, providing for severability, and providing an effective Date.
 - i. Ordinance 2024-493 – **Pgs. 233-245**
 - ii. Business Impact Statement – **Pgs. 246-247**
 - iii. Proof of Publication – **Pgs. 248-249**
- d. **SECOND/FINAL Reading of Ordinance 2024-494: An Ordinance on an Amendment to the Order of Business for City Commission Meetings.**
An Ordinance of the City of Key Colony Beach, Florida, amending Chapter 2, Article VII, Sections 2-86 and 2-88 of the Code of Ordinances of the City of Key Colony Beach related to meetings of the City Commission, providing for the repeal of all Ordinances or parts thereof found to be in conflict, providing for severability, repeal, and codification, providing for inclusion in the Code Of Ordinances and providing for an effective date.
 - i. Ordinance 2024-494 – **Pgs. 250-253**
 - ii. Business Impact Statement – **Pgs. 254-255**
 - iii. Proof of Publication – **Pg. 256**

- e. **Adoption of Resolution 2024-13:** A Resolution by the City of Key Colony Beach Board of Commissioners amending Resolution 2021-08 Fee Schedule for Building Department Permits and Services. **Pgs. 257-261**
- f. **Adoption of Resolution 2024-15:** A Resolution by the City Commission of the City of Key Colony Beach, Florida, amending Resolution 2021-05 Miscellaneous Fee Schedule, and providing for an effective date. **Pgs. 262-263**
- g. **Adoption of Resolution 2024-16:** A Resolution of the City of Key Colony Beach, Florida, amending Chapter 1 – General Provisions, Section 1-10 – Organization of Code Enforcement, providing for an updated Schedule of Violations and Penalties, and providing for an effective date. – **Pgs. 264-268**

9. Secretary-Treasurer’s Report **TBA**

- a. September 2024 Financial Summary
- b. Update on Building Fund Transfers

10. City Attorney’s Report

- a. City-issued email addresses

11. Commissioner’s Reports & Comments

- a. Commissioner Harding
 - i. Wastewater Sampling Summary Report from October 14th, 2024 ****TBA****
- b. Commissioner DiFrancisco
- c. Commissioner Colonell
- d. Vice-Mayor Foster
- e. Mayor Raspe

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

Please click this URL to join. <https://us02web.zoom.us/j/84650452011?pwd=b3wZWBPmr63sb47FnoYHkRknjuNNmv.1>

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CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 10/1/2024
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: George Garrett, City Manager
Subject: September Month End Report

<u>ALARM RESPONSES</u>	<u>SEPTEMBER</u>
Fire Incidents	
Hazardous Condition	9
Public Service	18
False Alarm Fire	15
Good Intent Call	15
EMS	111
Inter-facility Transfers	
Total for Month:	168
Total Calls for Calendar 2024:	

<u>KCB BREAKOUT REPORT</u>	<u>September</u>
Fire Incidents	
Hazardous Condition	
Public Service	
False Alarm Fire	1
Good Intent Call	1
EMS	3
Total for Month:	5

<u>FIRE PREVENTION</u>	September
Fire Inspections	17
Fire Safety Plan Review	18
Vacation Rental Inspections	86
Occupational or Annual License Inspections	6
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

<u>VACATION RENTALS</u>	September
Total Applications Processed	109
Vacation Rental Inspections	86
Total VR Fees Collected	\$115,150.00
Agent/Local Contacts Trained	98
Total VR Licenses Issued	90

OPERATIONS

TRAINING:

- **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. We had 4 members of the department complete *ICS 300 training* with County Emergency Management in September. This places our Team in a position to take leadership roles during expanding incidents at any level.
- **EMS Training:** This month we upgraded our medication control process, with new technology allowing e tracking of access of truck safe boxes in real time. This will eliminate traditional keys track access. We also will be updating our storage vault to biometric access control. We also welcome our new Medical Director Antonio Gandia M.D..
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills.
- **Tactical Medic Program:** We are proud to have (3) three of our Marathon Fire- Rescue Team as members of the Monroe County SWAT Team and leaders in the Tactical Paramedic program. They are utilized in issuance of warrants and tactically complex arrests partnering with the Monroe County Sheriff's office. This year represents the 4th year that Marathon Fire Rescue will be serving as instructors for an international training event in Orlando. This "Swat Roundup" will have our team instructing members of LA County, City of Houston and other Nations like Japan, S. Korea and Hungary.
- **Combined Training:** Vector Solutions is our vendor who provides, and archives are class that our members take to ensure compliance and training. We had members take 106 classes and training modules and completed 81.46 in training hours.

- **Instructors on Staff:** We have a total of five instructors with live fire training certifications and seven EMS instructors.

PUBLIC OUTREACH IN SEPTEMBER:

We are working on updating and revising the AED Program in the City. We have revisited the locations and are working with our “EKG” Life pack provider to upgrade the equipment. This upgrade includes our partners in Key Colony Beach. On September 11th we remembered those who were lost on 9-11. We appreciate those who joined at Station 14 for this remembrance.

INFORMATION SUMMARY:

As we entered the busiest part of the hurricane season statistically in September; it did not disappoint. We assisted with all the other Departments in preparing for and post event recovery of Hurricane Helene, which while missing us directly did cause wind and water challenges. We were forced to suspend CCT service based on wind profile in our area and Dade County precluded safe movement. This storm did give us an opportunity to work with Emergency Management in their new building and the Mayor still issued a Declaration of Emergency on 9-25 as provided by § 252.38 precautionary step.

BENEVOLENT FIREFIGHTER SERVICES

No meeting was held for the month of September. The next meeting will be held in October.

ACTIVITIES ATTENDED IN SEPTEMBER:

County Chiefs Meeting – Chief
MHS Varsity Football
College Fair at MHS
City Hall 9/11 Remembrance
MHS Cross Country Meet
City GIS Workshop – Chief
Monroe County EOC Meeting – Chief
Emergency Management Meeting – Chief

City of Key Colony Beach

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



October 10, 2024

To the Mayor, Vice Mayor, and Commissioners:

City Administrator Report

Late September into October is the peak of hurricane season for the Keys. The very next day following the Grand Opening and Ribbon Cutting at the new Monroe County Emergency Operations Center, the EOC was partially activated because of the storm system that became the very destructive Hurricane Helene. Not even two weeks later, Hurricane Milton formed in the Gulf of Mexico, becoming one of the most powerful Cat 5 storms ever seen in the Gulf. Our thoughts and prayers are certainly with those recovering in the destructive paths of these catastrophic storms. It makes me appreciate the incredible staff we have here in this City, as well as the partnerships we have with Monroe County Emergency Management and Marathon Fire/EMS. Here is a recap of the previous month.

1. Participated in Monroe County's Emergency Management coordination calls for both Hurricanes Helene and Milton as Key Colony Beach's EOC representative; helped keep our staff updated with the latest and best information from our EOC.
2. On October 3, participated in the inaugural Municipal Managers' Meeting with Monroe County. Along with the managers from Key West, Marathon, Islamorada, and Layton, we discussed our common goals and strategies on issues like Stewardship funds, the new \$100 million authorization under FKWQIP, ROGO/BPAS allocation issues, vacation rental ordinances and home rule, property insurance increases, and lobbying efforts in Tallahassee and Washington. Emphasized the importance of speaking with a unified voice countywide, while at the same time speaking up for our own municipal interests.
3. Continued working with staff and Commission to complete our Disaster Readiness Assessment (DRA) for the F-ROC program that could give us advance disaster funding in 2025. This report will be filed by 10/31/24.
4. Worked with David Evans and Jason Shepler to complete an OPPAGA report detailing water quality improvement projects, funding sources, and measured improvements for the past 15 years. OPPAGA is the State's Office of Program Policy Analysis and Government Accountability, and they support the Florida Legislature by providing data, evaluative research, and objective analyses that assist legislative budget and policy deliberations.
5. Had a site visit for the Dry Floodproofing RFQ at Public Works.
6. Went on a road inspection ride-around the City with Mike Guarino; will meet with the Mayor to put together a priority list to bring to the Commission.
7. Participated in Countywide LIDAR and Resiliency meetings; will continue this ongoing process.
8. Continued efforts with City Clerk and Brown & Brown to streamline and simplify our flood insurance coverage and costs for municipal property.

9. Published the ITB 2024-04 for pin piles and floor leveling for City Hall on DemandStar; the bid opening is scheduled for Tuesday, October 15, at 8:30 a.m.

10. Attended Planning & Zoning Meeting scheduled for October 15 at 9:30 a.m.

John Bartus
City Administrator, Key Colony Beach

Commission Meeting Report Outline
Key Colony Beach Police Department
September 19, 2024, to October 09, 2024

A. REPORTS

1. 9/21/2024
Report Number KCB24OFF000033
Sunset Park
Disturbance
Result: Closed – No Crime Occurred

B. MEDICAL/ALARM CALLS

- 9/22 – Assist with medical call – A person fainted– Transferred to Marathon Fire/Rescue– Coco Plum.
10/07 – Assist with medical – A person had fallen– Transferred to Marathon Fire/Rescue - 928 WOD (West Ocean Drive).

C. CALLS FOR SERVICE

- 9/19 – Suspicious Person (2) – Subjects at Gazebo Park using narcotics – Upon the arrival of KCB officers, the subjects no longer had any narcotics – their ID's were recorded and the subjects advised to leave.
9/19 – A check of any marine/resource violations was conducted – no violations discovered – Sunset Park.
9/20 – Assist caller with getting back into their condo after being locked out - WOD.
9/22 – Assist caller by phone – 600 WOD.
9/23 – Assist citizen – a caller requested assistance with their vehicle not starting – officers were able to assist – Coury Drive.
9/27 – Assist caller with checking on his home ref. power outage -15thCircle.
9/27 – Trespassing – A subject was trespassed from the Marina per the owner.
9/30 – Homeowner called in suspicious people on their property – it was later discovered that the homeowner had hired them to work on their dock.
9/30 – Assist caller/flag down ref. boat lift had collapsed– 7th Street– owner advised.
10/04 – Assist citizen – the caller had a question about an issue they were having – 600 WOD.
10/04 – Assist citizen – with a VIN (Vehicle Identification Number) verification so the citizen could properly apply for a title for the vehicle – 600 WOD.
10/04 – Welfare check - A report was made requesting that the officer contact a subject that is living on the sailboat behind the Sadowski Causeway Shopping Mall. The officer and a back-up MCSO Deputy attempted to contact the subject, however, all attempts produced negative results. The subject was not in the immediate area when the officers were present.
10/05 – Assist citizen – An off-duty officer from a different agency was requesting to trade patches with the on-duty officer – 600 WOD.
10/05 – Assist citizen – The officer was flagged down from a citizen who had questions for the officer – 600 WOD.
10/09 – Suspicious person (3) Sadowski Causeway – 3 subjects were trespassing on a property – Subjects advised to leave.

D. TOTAL WATCH ORDERS

Total: 84 (Multiple locations in KCB)

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

- 9/23 – Assist MCSO with a traffic stop – Clara Blvd.
9/25 – Assist Coast Guard with multiple violations of a sailboat – Sadowski Causeway.
9/28 – Assist MCSO with an arrest for Battery - Island Restaurant.
10/02 – Assist MCSO at Driftwood Marina ref suspicious person.

10/04 – Assist MCSO with a motorist who had an accident.
10/06 – Assist MCSO with a possible hit and run – negative contact on KCB.
10/09 – Assist MCSO with a suspicious person – 9400 O/S Hwy.

F. CITATIONS/WARNINGS

9/28 – Resource violation – Sunset Park – warning issued.
9/28 – Resource violation – Sadowski Causeway Bridge – warning issued.
9/29 – Suspicious Vehicle – 2 subjects in Sunset Park after hours – warnings were issued – subjects left the park.
10/05 – Loud noise call – Officer responded to a loud noise call on 15th Circle – negative noise upon the officer's arrival.

G. ADDITIONAL EVENTS IN THE POLICE DEPARTMENT

1. Vehicles.

- a. Request to approve the estimate from **ZG Wired, LLC**. For \$19,973.54 to order and install police equipment, (lights, sirens, cage, etc.) in the newly purchased F-150.
- b. Request to purchase a new F-150 in the amount of \$48,953.00. We have been quoted the same price as the previous F-150. If approved, an estimated \$19,973.54 (**ZG Wired, LLC**) is again needed to outfit the additional F-150.
(The PD is purchasing trucks to replace the current SUV's. Once retired from the PD, the truck will be placed in the Public Works fleet rotation. This will require only one department the need to purchase a new vehicle instead of both departments.)

2. Partnerships

- a. Officer Burden assisted NOAA/Office of Law Enforcement last New Year's Eve, and it was recently reported that the offender was issued a \$4500 fine. This was conducted under the Lacey Act. The offender was illegally importing fish back into the United States.
- b. Officer Burden and Officer Schlegel worked closely with the Coast Guard, Florida Wildlife Conservation Commission and the KCB Code Dept. in a sailboat behind the Sadowski Shopping Center. The vessel did not have the proper sanitation requirements and illegally dumping in the canal. The owner of the vessel is being evicted by the owner of the shopping center.

3. Training

- a. Officer Ron Schlegel continues his training with Ofc. Burden. He is doing well and expected to be out of the training program, possibly by November.
- b. Officer John Buckwalter completed a professional Bicycle Training Course. Ofc. Buckwalter is the first official Bike Patrol Officer at KCBPD. He joined multiple officers from local agencies to complete his training, some of which was held here in KCB.

4. Additional

- a. We did not have to spare an officer as the driving pattern was changed at the post office thanks to the "cone" skills of PW Supervisor Mike Guarino.
- b. We are seeking new applicants for our open police officer position.

Respectfully,

Chief Kris DiGiovanni



Officer Ross Bethard, retired United States Air Force, helps raise money for Wounded Warriors.



KCBPD Officer John Buckwalter along with Officers from multiple Agencies completed the IPMBA Police Basic Cyclist Course on Thursday, September 26, 2024.



Officers partner with USCG, FWC and KCB Code Department to address the marine violations behind the shopping center.

SAFETY MEETING AGENDA

Key Colony Beach Police Department

MEETING DETAILS

Date: 10/08/2024

Time: 4PM

Recurring: YES

Location: PD Station

Dial-in Number: 305-481-8597

Meeting URL: NA

Meeting Lead: Chief DiGiovanni

Other Speakers:

ATTENDANCE

Attendees: Sent via email to all KCBPD Officers

ITEMS & DISCUSSION

1ST ITEM: OPENING & ROLL CALL

_1_min

DISCUSSION: Downed Electrical Wires

2ND ITEM: ADDRESS SAFETY TOPIC(S)

_10_min

DISCUSSION:

Safety caution around down electrical wires.

3RD ITEM: ROUND ROBIN FOR QUESTIONS/CONCERNS

_1_min

DISCUSSION:

Electrical wires can be knocked down at any time. From vehicle crashes to high winds in a storm, safety is a major concern once a live wire is loose.

4TH ITEM: RESOLUTIONS:

_2_min

DISCUSSION:

Keep everyone clear and contact the electric company. Do not try to clear it yourself.

5TH ITEM: CONCLUSION

_2_min

DISCUSSION:

Officers are encouraged to use all caution when dealing with a down wire. Keeping everyone safe, including the officer, is the top priority.

We need to know how to stay alive and to help others stay safe.

Today's Tip deals with downed electrical wires. While Today's Tip applies to everyone in public safety, I am certain that firefighters already know this information.

As first responders, we may encounter power poles that are hit by cars or downed lines from storms. We need to know how to stay alive and to help others stay safe.

If you see a line that is down, assume that it is energized. Ask the communications center to contact the appropriate utility to de-energize the lines. Be aware that the ground in the area may be electrically charged. Don't drive over a downed line and stay inside your car if at all possible.

If you absolutely must get out of the car, like if it is **on fire**, you should jump out. Try to land with your feet as close together as possible.

Be aware of **touch potential**. If you touch an energized object, such as your car, with one part of your body while you are touching another energized area, such as the ground, the electrical current can flow through your body.

Once you have both feet on the ground, be aware of **step potential** and do not take normal steps. Instead, shuffle step, keeping your feet as close together as possible. Electrical current can flow up from the ground through one foot, through the body and back to the ground through the other foot. The further apart your feet are, the greater the potential for shock. Shuffle step until you are at least 35 feet away from the downed lines.

That's Today's Tip from Lexipol. Gordon, Graham signing off.

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Categories

Working Safely Around Downed Electrical Wires

Electrical hazards multiply for workers involved in cleanup and recovery efforts following major disasters and weather emergencies. Life-threatening danger exists around downed and low-hanging electrical wires which can still be energized following a storm.

Safety First

Always consider all electrical equipment, lines and conductors to be energized. If you notice downed wires or damaged electrical equipment, contact appropriate utility personnel if you can. Circuits do not always turn off when a power line falls into a tree or onto the ground. Reloaders automatically try to reset circuits and restore power when it is interrupted. Even if electric lines are not sparking or humming, fallen electric lines can electrocute you if you touch them or the ground nearby.

Energy

Downed wires can energize other nearby objects, such as fences, water pipes, bushes and trees, buildings, and telephone/CATV/fiber optic cables. Even manhole castings and reinforcement bars (rebar) in pavement can become energized by downed wires. During storms, wind-blown objects such as canopies, aluminum roofs, siding, and sheds can also be energized by downed wires.

Backfeed

The improper connection of portable generators to a building's electrical system is one way hazardous backfeed conditions are created! Backfeed is a hazardous condition created when temporary sources of electricity (such as a generator) are connected to the damaged permanent system causing electricity to flow inside and outside a structure through connected lines and equipment. In emergency conditions, portable generators should only be used as standalone sources of power, and (except for properly wired by-pass or isolation connections) not connected to a building's electrical system. If a generator is connected to a building's electrical

system, it must be done with a properly installed main breaker bypass to prevent electricity from flowing out of the building and into downed power lines.

Some other sources of backfeed include:

- Circuit ties/switch points
- Lightning
- Downstream events

Always ensure that proper lockout/tagout procedures are followed to avoid connecting two electrical sources to the same circuit.

Rules to Live By

- **Do not** assume that a downed power line is safe simply because it is on the ground or it is not sparking.
- **Do not** assume that any wire is a harmless telephone, television, or fiber-optic cable, and does not carry lethal current.
- Treat everything electrical as energized until tested and proven to be de-energized.
- Never go near a downed or fallen electric power line.
- Electricity can spread outward through the ground in a circular shape from the point of contact. As you move away from the center, large differences in voltages can be created.
- Never drive over downed power lines. Assume that they are energized.
- If contact is made with an energized power line while you are in a vehicle, remain calm and do not get out unless the vehicle is on fire. If possible, call for help.
- If you must exit any equipment because of fire or other safety reasons, try to jump completely clear, making sure that you do not

touch the equipment and the ground at the same time. Land with both feet together and shuffle away in small steps to minimize the path of electric current and avoid electrical shock. Be careful to maintain your balance.

Workers' Rights

Workers have the right to:

- Working conditions that do not pose a risk of serious harm.
- Receive information and training (in a language and vocabulary the worker understands) about workplace hazards, methods to prevent them, and the OSHA standards that apply to their workplace.
- Review records of work-related injuries and illnesses.
- File a complaint asking OSHA to inspect their workplace if they believe there is a serious hazard or that their employer is not following OSHA's rules. OSHA will keep all identities confidential.

- Exercise their rights under the law without retaliation, including reporting an injury or raising health and safety concerns with their employer or OSHA. If a worker has been retaliated against for using their rights, they must file a complaint with OSHA as soon as possible, but no later than 30 days.

For additional information, see [OSHA's Workers page \(www.osha.gov/workers\)](http://www.osha.gov/workers).

How to Contact OSHA

Under the Occupational Safety and Health Act of 1970, employers are responsible for providing safe and healthful workplaces for their employees. OSHA's role is to ensure these conditions for America's working men and women by setting and enforcing standards, and providing training, education and assistance. For more information, visit www.osha.gov or call OSHA at 1-800-321-OSHA (6742), TTY 1-877-889-5627.

This is one in a series of informational fact sheets highlighting OSHA programs, policies or standards. It does not impose any new compliance requirements. For a comprehensive list of compliance requirements of OSHA standards or regulations, refer to Title 29 of the Code of Federal Regulations. This information will be made available to sensory-impaired individuals upon request. The voice phone is (202) 693-1999; teletypewriter (TTY) number: (877) 889-5627.



U.S. Department of Labor



**Occupational
Safety and Health
Administration**

DCC FS-3941 02/2016

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

Building Official – Tony Lorenzo

- ❖ Attended Pickleball/Tennis Court Bid Review Committee Meeting.
- ❖ Attended September City Commission Meeting.
- ❖ Attended Special City Commission Meeting, Final Public Hearing.
- ❖ Completed:
- ❖ 39 plan reviews including 2 new construction builds.
- ❖ Approved 39 permits
- ❖ 94 onsite inspections
- ❖ Assisted Code Officer overseeing required interior demo of an illegal non-conforming ground level living space to comply with storage only space at 918 W Ocean Drive.
- ❖ Isolated 5 illegal non permitted repairs and construction work. Resolved these with homeowners and contractors in a very proactive way to bring them up to code and legally permitted projects.
- ❖ Worked closely with a local contractor to resolve a non-permitted and non-approved installation of 10 dock pilings that required a variance approval and permit. These pilings have now been removed.
- ❖ Monitoring and working closely with a seawall contractor to assist homeowners affected by the seawall collapse on the marina side of Sadowski Causeway.
- ❖ Constantly monitoring and inspecting the new restaurant and marina construction at 400 Sadowski. This project has needed constant attention to help contractor and owner keep in compliance with Key Colony development codes and best practices. Worked with Contractor to get everything in order and cleaned up during construction. Also monitoring the derelict vessels that should be removed this week from this same marina.
- ❖ We have resolved numerous code and neighboring house complaints dealing directly with homeowners.
- ❖ Currently I am working with code enforcement to provide timeline and list of general housekeeping and code violations for Key Colony Inn to assist the Owner's and Current management address these in a timely manner.
- ❖ In the last month I have managed the interior demolition of City Hall and getting the space ready for pin piling and leveling of existing floor. Currently working closely with the Mayor and Commissioners as we choose what direction forward with design and planning for the remodel and possible additions.
- ❖ Received additional approved building official licensing from the Florida Department of Business and Professional licenses board

Building Assistant - Samantha Rodamer

- ❖ Completed various Contractor Registrations.
- ❖ Aided contractors with permit-related questions.
- ❖ Scheduled a multitude of inspections & organized Building Official's daily inspection schedule.
- ❖ Input completed vacation rental safety inspections into CitizenServe.

- ❖ Accepted multiple permit payments.
- ❖ Issued 39 Building Permits.
- ❖ Closed 51 Building Permits
- ❖ Received and processed various inspection reports from Private Providers.
- ❖ Virtually attended the September City Commission Meeting.
- ❖ Updated various licenses, liability insurance, etc. documents for Contractors within CitizenServe.
- ❖ Scheduled remaining vacation rental license inspections for September.
- ❖ Completed records requests as required.
- ❖ Virtually attended the October Utility Board Meeting.
- ❖ Reached out to the Clerk of Courts regarding the civil case Harper v. City of Key Colony Beach for a September update.
- ❖ Continued working on an audit of open permits and permit applications not yet issued in order to clean up any outliers.
- ❖ Virtually attended Pickleball/Tennis Court Bid Review Committee Meeting.
- ❖ Attended meeting with City Hall Staff & Building department to finalize Vacation Rental Inspections/Licensing for the upcoming year.
- ❖ City Hall pin pile bid optional walk through for contractors completed.
- ❖ Worked with Code Enforcement and City Attorney's Office in compiling documents for 908 W Ocean Drive to be sent to the Special Magistrate.
- ❖ Virtually attended the October Beautification Meeting.
- ❖ Provided documentation for 290 14th Street boat lift permit application to be added to October Planning & Zoning Agenda.

Code Enforcement Officer & Fire Safety Inspector - William Dominick

- ❖ Virtually attended Pickleball/Tennis Court Bid Review Committee Meeting.
- ❖ Resolved open code case regarding the illegal downstairs enclosure at 918 W. Ocean Drive.
- ❖ Completed all remaining Fire Safety inspections
- ❖ Issued several citations for,
 - Garbage can violations
 - Trailer parking violations
- ❖ Communicated with property owners to get code violations into compliance including,
 - 918 and 908 W. Ocean illegal livable enclosure removed. Unpermitted fence
 - 300 Sadowski for liveaboard vessels
 - 191 9th street for yard maintenance and sewer repair
 - 211 9th street for yard maintenance and sewer repair
 - Outstanding sewer lateral inspection repairs
- ❖ Patrolled the City daily to ensure code compliance.
- ❖ Monitored both temporary & permanent trailer parking lots.
- ❖ Continued city video Recording for hurricane documentation.
- ❖ Completed a site visit of Key Colony Inn for general maintenance and dumpster enclosure. Communicated these requirements to the on-site restaurant managers.

Public Works Staff Report

Report for October 17th, 2024 – City Commission Meeting

Since last City Commissioner's Meeting Public Works has:

- Cleaned flotsam debris from mangroves along causeway (7 garbage bags total).
- Repaired damaged bocce court
- Trimmed trees along right-of-way on Coral Lane.
- Repaired landscape lights by coconut walkway
- Repaired City gas powered compacter
- Collected pond data for Beatification and Utility Board
- Cut down two palm trees on the corner of Sadoski and West Ocean that were struck by lightning
- Cut and Removed asphalt for Rhode Plumbing to replace sewer main to Marble Hall.
- Assisted Rhode plumbing with backfilling and compacting to keep down unexpected costs
- Removed all gravel from city roads that had spilled from yards and driveways
- Moved out all items from city hall office space for demolition crew.
- Inspected & cleaned if needed all city stormwater drains
- Repaired irrigation leak at entrance gardens.
- Assisted golf course with debris clean up.
- Removed tree stumps from golf course
- Inventoried, ordered and stocked Public Works supplies
- Hurricane Helene clean up
- Prepared city for hurricane Milton

Thank you,

Mike Guarino

Public Works Department Head

City of Key Colony Beach
Public Works Safety Training Documentation Form

Date:	10/07/24	Location:	Shop
Time:	1400	Meeting Lead:	Mike Guarino

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

Absentees: N/A

Topic: How To Use Diquat Dibromide Aquatic Herbicide

1. Introduction and Presentation of Topic:

Watched video on how to use new herbicide product.

2. Discussion, Questions and Concerns:

Discussed Herbicide Safety and proper PPE. Went over Safety Data Sheet and undated SDS binder in the shop. It was decided that Darrin would be responsible for the storage and mixing so that it is done properly and consistently.

3. Conclusion:

Wear proper PPE, triple rinse before disposing herbicide containers. Never leave your herbicide where a child can get to it. Improperly mixed herbicides can cause chemical burns.

City Hall Staff Report

Report for October 17th, 2024 – City Commission Meeting

City Clerk Silvia Roussin

- The implementation for ADP was pushed back to November because Hurricane Helene severely impacted ADP's staff.
- The clean and camera project was pushed back to October 7th and should be completed within the next three months.
- Quarterly grant reports were submitted, including reimbursement requests for LPA0311 "Stormwater & 7th Street/Detention Pond" for \$280,399.50.
- Prepared for the Beautification Committee, Utility Board, and Planning & Zoning Board meetings.
- The tentatively scheduled October DOAH Hearing was canceled.
- Completed public notice requirements for Ordinance 2024-492, 493, and 494, including advertisement and postings of Business Impact Statements.
- Posted Key West Weather Briefs on our website and Facebook during Hurricane Helene and Milton's approach to Florida.
- The Tipline phone and email address were confirmed, published on our website, and posted in City Hall and the Post Office.
- The Public Information Release on the Detention Pond was published and posted.
- Updated staff salaries for the new fiscal year.
- I successfully managed my first Workmen's Comp claim with the assistance of Jen.
- Changes in yard waste pickup were shared with the public and legal prepared an ordinance amendment for a first reading.
- A new computer server, as well as a Star Link satellite dish, were ordered, both of which were budgeted for the new fiscal year.
- There was no safety meeting in October.
- Completed various meeting minutes.
- Completed check deposits for general & utility accounts.
- Answered citizen correspondence and multiple public records requests.
- Completed payroll reports, ACH transactions, and wire transfers.
- In addition to daily general invoicing and HR tasks.

Administrative Assistant Cheryl Baker

- Uploaded various meeting minutes to the city website.
- Provided Jen with all backup for monthly invoicing.
- Completed ACH & PNP posting of payments to QB's.
- Post daily check postings in QB's.
- Issued boat trailer licenses for short term renters.
- Manage Sunset Park Weddings and collection of required forms and payments.
- Manage the Memorial Bench purchases to residents.
- Collect and distribute mail & manage the phones.
- Update forms and various information on website as needed.
- Printed, stuffed, added supplemental information and mailed out 4th quarter wastewater billing.
- Followed up on past-due wastewater accounts.
- Completed several property inquiries.
- Monitored Tammie's inbox and followed up with any matters that could not wait until her return.

City Hall Staff Report
Report for October 17th, 2024 – City Commission Meeting

Upcoming

10-14-2024 Columbus Day **City Hall closed**
10-15-2024 Pin Piles Bid Opening 8:30 AM
10-15-2024 Planning & Zoning Board Meeting 9:30 AM
10-16-2024 CRS Meeting
10-17-2024 City Commission Public Hearing
10-17-2024 City Commission Regular Meeting
10-25-2024 Dry Floodproofing Bid Opening
11-04-2024 Planning & Zoning Board Meeting **tentatively**
11-07-2024 Utility Board Meeting **tentatively**
11-08-2024 Dry Floodproofing Review Committee Meeting
11-11-2024 Veteran's Day **City Hall Closed**
11-12-2024 Farmer's Market 9:00 – 2:00
11-12-2024 Beautification Committee Meeting
11-13-2024 DOAH Meeting **tentatively**
11-18-2024 Townhall Meeting

MINUTES
CITY OF KEY COLONY BEACH
FY2024-25 FIRST BUDGET PUBLIC HEARING
BUDGET FOR OCTOBER 1, 2024 - SEPTEMBER 30, 2025

Tuesday, September 3rd, 2024, 5:05 p.m.

Located at the City Hall Auditorium, Marble Hall, 600 W. Ocean Drive, Key Colony Beach,
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach First Budget Public Hearing was called to order by Mayor Joey Raspe at 5:05 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster, Commissioner Harding, Commissioner Tom DiFransico (via Zoom), Commissioner Doug Colonell (via Zoom). **Also Present:** City Administrator John Bartus, City Accountant Jen Johnson (via Zoom), City Attorney Dirk Smits (via Zoom), Administrative Assistants Tammie Anderson and Cheryl Baker, City Clerk Silvia Roussin.

Public Attendance: 1

Mayor Raspe found good cause for Commissioners DiFransico and Colonell to attend via Zoom.

2. **Approval of Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by majority vote*): There were no agenda changes.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

4. **Review of Proposed Budget for October 1st, 2024 - September 30th, 2025**

Commissioner Harding updated on the lower millage rate in the proposed budget and the positive news of higher interest rates for a majority of the city's bank accounts. Commissioner Harding further informed on minor insurance rate decreases and the proposed lower millage to result in an average tax increase of 7.7%. Commissioner Harding informed that the proposed use of reserve and infrastructure funds has not changed, and a small calculation error was corrected in the wastewater budget. Commissioner Harding confirmed the proposed amounts for the use of reserve funds and remainder funds.

5. **Budget Changes, if any:** None.

6. **Public Comments, Commission Response:** None.

7. **Resolution 2024-09 to Adopt a Tentative Millage Rate for Fiscal Year 2024-2025:** A Resolution Of The City Commission Of The City Of Key Colony Beach Of Monroe County, Florida, Adopting The Tentative Levying Of Ad Valorem Taxes For Fiscal Year 2024-2025; And Providing For An Effective Date.

Mayor Raspe provided the reading of the proposed resolution.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Resolution 2024-10 to Adopt a Tentative Budget for Fiscal Year 2024-2025: A Resolution Of The City Commission Of The City Of Key Colony Beach Of Monroe County, Florida, Adopting The Tentative Budget For Fiscal Year 2024-2025; And Providing For An Effective Date.

Mayor Raspe provided the reading of the proposed Resolution.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. Second/Final Budget Public Hearing: Tuesday, September 17th, 5:05 PM – Marble Hall.

Mayor Raspe informed on the date and time of the second and final Budget Public Hearing.

10. Adjournment: The meeting adjourned at 5:15 pm.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES
CITY OF KEY COLONY BEACH
ITB 2024-03 REVIEW COMMITTEE
PICKLEBALL & TENNISBALL PROJECT

Friday, September 13th, 2024, 9:30 AM
Located at Marble Hall, 600 W. Ocean Drive, Key Colony Beach,
& via Zoom Conferencing

Present: Pickleball Club President Diane Slusher, KCB Resident David Evangelista, Public Works Department Head Mike Guarino, Building Official Tony Loreno. **Also Present:** City Attorney Dirk Smits (via Zoom), City Administrator John Bartus, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin

Purpose of Meeting: ITB 2024-03 Pickleball/Tennis Courts Review Committee

The Review Committee met on Friday, September 13th, 2024, to review the received bids for ITB 2024-03 Pickleball/Tennis Courts. The following bids were received:

1. Affordable Asphalt
2. McCourt Tennis Courts

City Attorney Smits explained the review criteria, including the definitions of ‘responsive’ and ‘responsible’. After reviewing and discussing the bid, the review committee members voted to award.

MOTION: Motion made by Diane Slusher to award the bid to McCourt Construction. Public Works Department Head Mike Guarino seconded the motion.

DISCUSSION: City Clerk Roussin read the bid amounts into the record. Additional discussion followed on pricing, timelines, possible addendums, and corrections on bid tabulations.

ON THE MOTION: Rollcall vote. Unanimous approval.

The Review Committee’s recommendation to the Key Colony Beach City Commission is to select McCourt Construction for the award of ITB 2024-03 for the construction of the Pickleball and Tennisball Courts.

Silvia Roussin

City Clerk

MINUTES
CITY OF KEY COLONY BEACH
FY2024/2025 SECOND & FINAL BUDGET PUBLIC HEARING
BUDGET FOR OCTOBER 1st, 2024 - SEPTEMBER 30th, 2025

Tuesday, September 17th, 2024, 5:05 PM

Located at the City Hall Auditorium 'Marble Hall', 600 W. Ocean Drive, Key Colony Beach, FL 33051
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Second & Final Budget Public Hearing was called to order by Mayor Joey Raspe at 5:05 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via Zoom). **Also present:** City Attorney Dirk Smits (via Zoom), Police Chief Kris DiGiovanni, Building Official Tony Loreno, City Administrator John Bartus, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin.

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

Public Attendance: 0

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

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments & Correspondence:** None.
4. **Review of Final Budget for October 1, 2024 - September 30, 2025**
5. **Budget Changes, if any:** There were no changes to the budget.
6. **Public Comments, Commission Response:** There was no correspondence or comment.
7. **Resolution 2024-11 to Adopt Final Millage Rate for Fiscal Year 2024-2025:** A Resolution Of The City Commission Of The City Of Key Colony Beach Of Monroe County, Florida, Adopting The Final Levying Of Ad Valorem Taxes For Fiscal Year 2024-2025; Providing For An Effective Date.

Mayor Raspe provided the reading of Resolution 2024-11 and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. **Resolution 2024-12 to Adopt Final Budget for Fiscal Year 2024-2025:** A Resolution Of The City Commission Of The City Of Key Colony Beach Of Monroe County, Florida, Adopting The Final Budget For Fiscal Year 2024-2025; Providing For An Effective Date.

Mayor Raspe provided the reading of Resolution 2024-12 and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

9. **Adjournment:** The meeting adjourned at 5:11 PM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION

PUBLIC HEARING

Thursday, September 19th, 2024 – 9:30 am

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

1. **Call to Order, Pledge of Allegiance, Prayer & Roll Call:** The Key Colony Beach City Commission Public Hearing was called to order by Mayor Joey Raspe at 9:30 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via Zoom). **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Police Chief Kris DiGiovanni, Building Official Tony Loreno, Administrative Assistant Tammie Anderson, City Clerk Silvia Roussin.

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

Public Attendance: 0

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

Mayor Raspe asked if there were any agenda changes. City Clerk Roussin requested to postpone the matter until October due to the current lack of a city planner. There were no objections to the postponement, and Mayor Raspe asked for a motion to approve the agenda.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

~~3. Citizen Comments & Correspondence~~

~~4. Administration of Oath of Witnesses~~

~~5. Disclosure of Ex-Parte Communication~~

~~6. Discussion/Approval of a recommendation by the Planning & Zoning Board on Peril of Flood & Comprehensive Plan Amendments~~ **Tabled at the 08-15-2024 Public Hearing**

- a. ~~08-12-2024 Planning & Zoning Minutes~~
- b. ~~08-12-2024 Planning & Zoning Recommendation~~
- e. ~~08-15-2024 Commissioner Comments & Responses by Jim LaRue~~
- d. ~~2024 Draft Comprehensive Plan with proposed revisions~~

~~7. Other Business~~

8. **Adjourn:** The meeting adjourned at 9:33 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

MINUTES

KEY COLONY BEACH CITY COMMISSION REGULAR MEETING & PUBLIC HEARING

Thursday, September 19th, 2024 – 9:33 AM
Marble Hall, 600 W. Ocean Drive, Key Colony Beach
& via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, Roll Call:** The Key Colony Beach City Commission Regular Meeting was called to order by Mayor Joey Raspe at 9:35 AM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Joey Raspe, Vice-Mayor Freddie Foster (via Zoom), Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Doug Colonell (via Zoom). **Also present:** City Attorney Dirk Smits, City Administrator John Bartus, Police Chief Kris DiGiovanni, Public Works Department Head Mike Guarino, Building Official Tony Loreno, Utility Board Chair Bill Fahs, Planning & Zoning Chair George Lancaster.

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

2. Special Requests:

- a. **Proclamation in Observation of October 2nd, 2024, “Ron Sutton Day” in appreciation of former Commissioner Ron Sutton.**

Mayor Raspe read the Proclamation honoring the late Commissioner Ron Sutton.

- b. **Special Request by the Key Colony Beach Community Association to move the 2025 KCB Day event to be held March 2nd, 2025, back to the City Hall/Post Office area.**

Mayor Raspe introduced the agenda item and asked Key Colony Beach Community Association President Ted Fisher to elaborate. Ted Fischer appeared via Zoom and spoke about the benefits of moving the event back to its old venue, including better utilities, potential access to Marble Hall for the Silent Auction, and the use of the bathrooms. Ted Fischer informed that vendors requested the change as well. The planned event date is March 2nd, with an expected 3000 people in attendance and about 60 vendors.

Mayor Raspe asked about the possibility of a vendor space floor plan to anticipate possible storage for construction materials for City Hall. Ted Fischer confirmed the ability to send a preliminary plan and asked for confirmation on the date to inform vendors. Vice-Mayor Foster stated that he had reviewed the preliminary layout and believed that it had sufficient space. He suggested moving forward with the venue change. Mayor Raspe asked if the Commission agreed.

Commissioner DiFransico asked for confirmation that construction efforts would be under control in March. Building Official Loreno confirmed there would be no issue, and interior demolition and pin piles would be completed by then. Commissioner Colonell agreed with Vice-Mayor Foster that there would be sufficient room and spoke on the importance of having signage and barricades to keep people from the construction site.

Commissioner Colonell and Mayor Raspe believed that Marble Hall and bathrooms will be available for the event. Mayor Raspe informed that temporary bathrooms must be available for the event to not overwhelm the bathrooms in Marble Hall. Ted Fischer informed of the number of portable bathrooms available at previous events and confirmed that they would be available again.

Mayor Raspe confirmed the consensus from the Commission to give Ted Fischer the go-ahead to notify the vendors.

3. **Citizen Comments and Correspondence:** City Clerk Roussin informed of the following correspondence:

- August 15th, 2024, Concerned in KCB: Laurie Swanson and Joe Schmidt wrote the City Commission with suggested floor plans for existing and second-floor spaces and thoughts on existing designs by a former city engineer.
- September 9th, 2024, Sue and Jack Bartkus wrote to the City Commission to express their gratitude for their hard work in restoring the city.

There were no other citizen comments.

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

City Clerk Roussin informed on the following agenda additions:

- Under Item 5d. Update by the Building Official on City Hall Renovations
- Under Item 7k. A corrected extension of the US Water contract.
- Under Item 7l. An Estimate by Century Construction for the interior demolition work in City Hall in the amount of \$9,860.00
- Under Item 8c. Missing Page 2 in the agenda packet on the proposed Ordinance 2024-494
- Under Item 9a. Addendum to the Treasurer's Report
- Under Item 11a(i) – Addendum to the Wastewater Report.
- Under Item 11a (ii) – Addendum to the CRS Update

There were no objections to the additions to the agenda, and Mayor Raspe asked for a motion to approve.

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

DISCUSSION: None. City Clerk Roussin clarified that the approval is for the entire agenda.

ON THE MOTION: Rollcall vote. Unanimous approval.

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

a. Marathon Fire/EMS – Marathon Fire Chief James Muro gave the Fire/EMS report for August. Chief Muro informed on two internal false fire alarms and 8 EMS calls within the last 30 days and further informed to be partnering with the City for special events for standby and safety. Chief Muro provided an update on emergency management matters and stated to provide follow-up information on Starlink communication options and the updating of the AED program. Mayor Raspe asked about the possibility of piggybacking on the portable AED units as well. Chief Muro had no objections to the suggestion.

b. City Administrator's Report – John Bartus

c. Police Department – Chief DiGiovanni

d. Building/Code Department – Building Official Loreno

i. Update on City Hall Renovations: Building Official Loreno updated on the planned interior demolitions, the upcoming bid for the pin piles and floor leveling and working with an architect for different rebuilding options. Building Official Loreno expected the demolition to go fast and to be able to evaluate available space.

Commissioner DiFransico asked about the completion of the Sadowski Causeway Bridge. Building Official Loreno confirmed that repairs are completed and to follow up when DOT will complete their inspection. Commissioner Harding asked Administrative Assistant Tammie Anderson about outstanding vacation rental licenses. Tammie Anderson informed that 90 licenses are left to be issued and 25 of those within the next week.

Mayor Raspe commented on the earlier filing deadline to help with the approval of licenses.

e. Public Works – Public Works Department Head Guarino

- f. City Hall – City Clerk Roussin
- g. Beautification Committee – Sandra Bachman
- h. Planning & Zoning Board – George Lancaster
- i. Recreation Committee – Richard Pflueger
- j. Utility Board - Bill Fahs

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. July 15th, 2024 – City Commission Budget Workshop Minutes
- b. July 15th, 2024 - City Commission Special Meeting Minutes
- c. August 15th, 2024 – City Commission Public Hearing Minutes
- d. August 15th, 2024 – City Commission Regular Meeting Minutes
- e. Approval of Warrant 0824 for \$1,232,762.09

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

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

ON THE MOTION: Rollcall vote. Unanimous approval.

7. Discussion Action Items

a. Discussion/Approval of the reinstatement of the weekly Farmer's Market

Mayor Raspe informed that he facilitated a meeting to discuss the reinstatement of the Farmer's Market and received positive feedback on bringing the event back to Key Colony Beach. Mayor Raspe informed on a tentative starting date of November 12th going through April of 2025. Mayor Raspe informed that he had discussed parking and traffic control as well as the need for a contract and certificate of insurance.

Mayor Raspe asked the Commission to approve the reinstatement and go forward with bringing the event back.

Mayor Raspe asked for a motion to approve.

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

DISCUSSION: Building Official Loreno confirmed that there will be no interference with work on City Hall. Commissioner Harding asked about the need for additional police support and its impact on the budget. Chief of Police DiGiovanni explained how the issue has been addressed before and will continue to try without extra Police present. Mayor Raspe informed on the monthly lease and possible additional stipend from the KCB Community Association and believed there was no need for additional temporary bathrooms.

ON THE MOTION: Rollcall vote. Unanimous approval.

b. Continued Discussion/Approval for a recommendation by the Building Official on the Annual Rentalscape Service

Mayor Raspe introduced the agenda item and asked Building Official Loreno to elaborate. Building Official Loreno recommended discontinuing the service and gave confidence in Code Officer Dominicak to fulfill the

task. Commissioner Harding asked about monitoring the internet.

Building Official Loreno explained oversight of social media sites and monitoring rentals in-person in the city. Commissioner Harding asked about using the TIPLINE phone and if it is still used. Building Official Loreno gave uncertainty on the current use of the phone, or emails sent to the TIPLINE email address. Chief DiGiovanni confirmed that the Police assist with the TIPLINE phone on the weekends as well as the use of CitizenServe for the reporting of violations. Building Official Loreno confirmed to follow up with the reimplementation of the service. Mayor Raspe confirmed renaming the 'Trailer Lot' phone back to the 'TIPLINE' phone and explained where the number is available on the city's directory. City Clerk Roussin stated that the number will be posted in City Hall and the Post Office.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

c. Discussion/Approval of a recommendation by the Review Committee to award McCourt Construction with ITB 2024-03

Mayor Raspe introduced the agenda item. Building Official Loreno informed about the Committee's recommendation to award McCourt Construction with the bid. Mayor Raspe asked for a motion to approve. City Attorney Smits clarified that no contract can be entered into until the city has the money. Mayor Raspe asked for a motion to approve the recommendation by the Review Committee to award McCourt Construction for ITB 2024-03.

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

DISCUSSION: Commissioner DiFransico requested clarification regarding the funds. City Attorney Smits explained that the funds belonged to the Pickleball Club and were in their possession and that the funds needed to be transferred back to the city. Mayor Foster informed for the TDC monies to be released at the beginning of the new budget year. Diane Slusher, President of the Key Colony Beach Pickleball Club, appeared via Zoom and gave agreement to the discussion that has been held and the transfer of funds based on McCourt's deposit requirements. Building Official Loreno confirmed to be handling the contract requirements alongside City Attorney Smits and City Administrator Bartus. City Attorney Smits confirmed that the City Commission will review the contract before execution and did not anticipate problems receiving the funds for the project. City Attorney Smits confirmed the intention to have the contract approved at the next regular scheduled Commission meeting or at a Special meeting.

ON THE MOTION: Rollcall vote. Unanimous approval.

d. Discussion/Approval for the 2024-2025 Brightview Landscape Service Agreement in the amount of \$22,272.00

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

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

DISCUSSION: Mayor Raspe confirmed the scope of the contract for restroom maintenance.

ON THE MOTION: Rollcall vote. Unanimous approval.

e. Discussion/Approval for the 2024-2025 Iguana Control Service Agreement in the amount of \$15,630.00

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

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

f. Discussion/Consideration of Approval for Proposals for Comprehensive Planning Services

- i. Chen Moore & Associates Proposal in the amount of \$10,000.00
- ii. Jason Utley's Proposal for an amount not to exceed \$10,900.00

Mayor Raspe introduced the agenda item and presented the received proposals. Mayor Raspe recommended the proposal from CMA as the better choice, which City Administrator Bartus agreed with.

MOTION: Motion made by Mayor Raspe to approve the CMA Proposal for \$10,000.00. Commissioner DiFransico seconded the motion.

DISCUSSION: Commissioner DiFransico asked for thought from the Planning & Zoning Board. Planning & Zoning Chair Lancaster informed not have had a chance to review the recommendation but felt good about the choice.

ON THE MOTION: Rollcall vote. Unanimous approval.

g. Discussion/Approval of a recommendation by the Utility Board to approve a Public Information Release on the Retention Pond by Dave McKeehan

Mayor Raspe introduced the agenda item and asked Beautification Committee member Dave McKeehan to elaborate.

Dave McKeehan joined the meeting via Zoom and elaborated on the communications package for members of the public to provide information on the work on the detention pond. Dave McKeehan thanked the Public Works Department for their assistance in collecting data on the project and explained the objective of the public information release. Dave McKeehan informed the City Commission about the package's availability at City Hall or electronically and requested approval to present it as requested. Mayor Raspe asked for questions or discussions. Commissioner Harding suggested posting the information on the website. Dave McKeehan and Mayor Raspe supported the suggestion. Mayor Raspe asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Utility Board Chair Fahs supported posting the presentation on the website for easy updates. Commissioner Harding suggested making quarterly updates. Dave McKeehan agreed to the suggestion to provide updates on trends and results. Commissioner DiFransico asked about the overall standing with the DEP and South Florida Water Management District to change the nature of the facility. Vice-Mayor Foster informed having met with the DEP and having received a head-nod and guidance to change the facility from a retention pond to a detention pond. Vice-Mayor Foster advised that the survey was received, and engineering plans are currently being prepared for final guidance for Mittauer Engineering. Vice-Mayor Foster confirmed that Mittauer Engineering would complete the engineering as part of the remainder of the grant, including the stormwater lines at the end of 7th Street.

h. Discussion/Approval of a recommendation by the Utility Board for Sunbelt Invoice No. 157651671 for the rental of a Diesel Generator

Mayor Raspe introduced the agenda item and informed that Public Works Department Head Mike Guarino was in contact with Sunbelt to negotiate a better price for the rental. Utility Board Chair Fahs gave appreciation for Mike Guarino's efforts and elaborated on the generator that is currently out of service. Bill Fahs stated to have been updated that the old generator has been repaired and is currently being tested for performance. Mayor Raspe agreed on the importance of the backup system. Chair Fahs further commented on the work involved in repairing the generator. Mayor Raspe asked for a motion to approve the invoice.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

i. Discussion/Approval of a recommendation by the Utility Board to reject the Engineering Service Agreement by Mittauer for the WRF Generator Replacement in the amount of \$31,000.00

Mayor Raspe introduced the agenda item and asked Utility Board Chair Bill Fahs to elaborate. Chair Fahs informed having asked Jason Shepler from Mittauer Engineering on the replacement cost for the generator, who provided an in-depth research on a replacement. Chair Fahs informed that that was not the intention of the Utility Board, which recommended rejection of the proposal.

Mayor Raspe asked for a motion to approve the Utility Board's recommendation to reject Mittauer Engineering's proposal.

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

DISCUSSION: Commissioner DiFransico asked about the need for the proposal in case the generator replacement is necessary. Chair Fahs explained the scope of the proposal and the difficulties in finding parts and diagnosing the repairs. Vice-Mayor Foster agreed that a replacement would be necessary at some point, but for the diesel only having 300 hours and the generator being the problem, Vice-Mayor Foster informed that parts are available worldwide but agreed on an eventual replacement.

Commissioner Harding informed on the possibility of grant funding for backup generators, to which Vice-Mayor Foster agreed with caution on pricing for a new system. Commissioner Harding agreed with Vice-Mayor Foster and elaborated on the cost of the system.

ON THE MOTION: Rollcall vote. Unanimous approval.

j. Discussion/Approval of a recommendation by the Utility Board for the installation of solar panels on rooftops as depicted here (see attachment) and on any other city-owned building the Commission deems appropriate.

Mayor Raspe introduced the agenda item and asked Utility Board Chair Fahs to elaborate. Utility Board Chair Fahs informed on the Board's request to proceed with a Phase 1 for grant funding to proceed with the project. Commissioner Harding informed on a recommendation from the Key Largo Wastewater Plant to start with a smaller project and expand from there. Commissioner Harding supported the idea but cautioned on residents' considerations on the topic and the age of rooftops that are being considered. Commissioner Harding further commented that electricity costs for the wastewater plant are significant and that the suggested project would not be undertaken without grant funding. Commissioner Harding reiterated the advice from the Key Largo Wastewater Plant and gave appreciation for SALT Energy's presentation at the Utility Board meeting. Commissioner Harding reaffirmed the need to evaluate the placement of solar panels

for residents' consideration and gave further thoughts on the ages of the city roofs. Mayor Raspe commented on the city's electricity needs. Chair Fahs spoke about the available options for trailer parking and improving the structural integrity of roofs by adding solar panels. Commissioner Harding agreed with the idea of going forward with a plan and preparing a grant proposal. Commissioner DiFransico asked about the necessity of engineering plans for a grant proposal. Commissioner Harding explained grant application procedures. Mayor Raspe asked for a head-nod from the Commission to move forward.

Commissioner Harding suggested asking for a head-nod to apply for a grant.

Commissioner Colonell asked for clarification on the possibility of going forward with solar panels without grant funding.

Commissioner Harding explained typical state funding, which is 70% or as low as 50 %, and elaborated on the Key Largo Wastewater Plant having been funded at 100 %.

Commissioner Harding stated that 70% of state funding is a good goal and gave further thoughts on moving forward. Commissioner Harding estimated the costs of a grant writer for the funding application at \$5,000.00. Mayor Raspe asked for a head-nod from all Commissioners.

Vice-Mayor Foster gave opposition.

Vice-Mayor Foster disagreed with a 70/30 percent application.

Commissioner Harding informed on different funding opportunities. Vice-Mayor Foster suggested giving a head-nod to research funding at 100% grant funding. Chair Fahs suggested not locking into 100 % grant funding and starting to come up with a plan. Mayor Raspe suggested tabling the matter until October or November.

Commissioner Colonell recalled residents' opposition in former discussions and the available options. Mayor Raspe stated the purpose of tabling was to gather more input from residents on the suggestion of solar panels. Chair Fahs informed that this was the idea behind a referendum and the Utility Board's intent to save on electricity.

City Clerk Roussin suggested tabling the matter so that Commissioner Harding could look into possible grant funding and come back for a discussion by the City Commission and a possible Town Hall meeting. Commissioner Harding recommended waiting until November and gave further thoughts on placing panels on smaller buildings and considering aesthetics.

Mayor Raspe asked for a motion to table the matter until November.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

Mayor Raspe asked Chuck Meier from SALT Energy if he would like to comment. Chuck Meier commented on the discussion and informed that a commercial installation will have a complete return on investment within approximately 7 years. Chuck Meier provided information about a new government program for investment tax credits, informed that panels are 100% warranted for 40 years and also easily removed in case a roof replacement is needed. Commissioner Harding agreed with Chuck Meier's comments.

k. Discussion/Approval of a recommendation by the Utility Board to renew the US Water Agreement

Mayor Raspe introduced the agenda item and asked City Administrator Bartus to elaborate.

City Administrator Bartus informed Mayor Raspe of the updated percentages to the agreement. Mayor Raspe asked for clarification on the proposed increases. City Administrator Bartus explained the numbers

given and anticipated savings. Mayor Raspe agreed with the numbers and asked for a motion to approve the Utility Board's recommendation.

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

DISCUSSION: Vice-Mayor Foster asked for the time length of the contract. Mayor Raspe confirmed the length of the contract, which was one year and up to three renewals. City Attorney Smits confirmed the ability for annual renewal. City Administrator Bartus stated the only change in the contract is the monthly cost. Vice-Mayor Foster asked about other municipalities having their in-house individual to operate wastewater plants. City Administrator Bartus informed the City of Marathon to have their own operator but also have their own wastewater staff and equipment. Vice-Mayor Foster cautioned on the high monthly cost. City Administrator Bartus agreed.

ON THE MOTION: Rollcall vote. Unanimous approval.

➤ **Discussion/Approval for an Estimate by Century Construction for the interior demolition work in City Hall in the amount of \$9,860.00 **Addendum****

Mayor Raspe introduced the agenda item. Mayor Raspe informed having received three estimates, with Century Construction being the lowest one and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

8. Ordinances & Resolutions

a. First Reading of Ordinance 2024-492: An Ordinance on an Amendment to Substantial Building Improvements.

An Ordinance by the City Commission of the City of Key Colony Beach amending Chapter Six of the Code of Ordinances, Amendments to the Florida Building Code, the City of Key Colony Beach Code of Ordinances to modify Chapter 6 – Building Amendments to the Florida Building Code, and providing for codification, repealing any inconsistent provisions, providing for severability, and providing an effective date.

- i. Discussion on proposed amendments
- ii. Motion to approve or bring back for further discussion

Mayor Raspe provided the first reading of the Ordinance and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin informed that the second and final reading will be held at the October City Commission meeting.

b. First Reading of Ordinance 2024-493: An Ordinance on an Amendment to Freeboard Requirements.

An Ordinance of the City of Key Colony Beach, Florida, amending the City of Key Colony Beach Land Development Regulations, Article III – District Regulations, Amending Freeboard Requirements, and

providing for Codification, repealing any inconsistent provisions, providing for severability, and providing an effective Date.

- i. Discussion on proposed amendments
- ii. Motion to approve or bring back for further discussion

Mayor Raspe provided the first reading of Ordinance 2024-493 and asked for a motion to approve.

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

City Clerk Roussin informed that the second and final reading will be at the City Commission meeting on October 17th, 2024.

c. First Reading of Ordinance 2024-494: An Ordinance on an Amendment to the Order of Business for City Commission Meetings.

An Ordinance of the City of Key Colony Beach, Florida, amending Chapter 2, Article VII, Sections 2-86 and 2-88 of the Code of Ordinances of the City of Key Colony Beach related to meetings of the City Commission, providing for the repeal of all Ordinances or parts thereof found to be in conflict, providing for severability, repeal, and codification, providing for inclusion in the Code Of Ordinances and providing for an effective date.

- i. Discussion on proposed amendments
- ii. Motion to approve or bring back for further discussion

Mayor Raspe provided the first reading of Ordinance 2024-494 and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin informed of the second and final reading to be presented on October 17th, 2024.

d. SECOND/FINAL Reading of Ordinance 2024-491: An Ordinance on an increase to monthly sewer fees.

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.

- i. Ordinance 2024-491
- ii. Business Impact Statement
- iii. Proof of Publication
- iv. Discussion on proposed amendments
- v. Motion to adopt or bring back for further discussion

Mayor Raspe provided the second and final reading of the ordinance and asked for a motion to approve.

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

DISCUSSION: None.

ON THE MOTION: Rollcall vote.

City Clerk Roussin informed that the Ordinance was adopted.

- e. Adoption of Resolution 2024-14:** A Resolution of the City Commission of the City of Key Colony Beach, Florida, approving a one-year extension of the agreement between the City of Key Colony Beach and the City of Marathon for the provision of Emergency Medical and Fire Rescue Services; providing for an effective date. – **Pgs. 188-191**
 - i.** Discussion on the proposed agreement
 - ii.** Motion to adopt or bring back for further discussion

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

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

DISCUSSION: City Clerk Roussin informed of a small scrivener's error on page 1 in the identification of the fiscal year and confirmed that it would be corrected. There was no further discussion.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin informed that the Resolution was adopted.

9. Secretary-Treasurer's Report

a. August 2024 Financial Summary **Addendum**

Commissioner Harding gave his financial report in his position as Secretary-Treasurer. Commissioner Harding reported on revenue, business income, and interest earnings. Commissioner Harding informed that expenses had increased but were still below target level and that legal fees were below budget.

Commissioner Harding informed that Stormwater funds are due for reimbursement and estimated for limited funds to rollover for the next fiscal year.

Commissioner Harding informed on Wastewater funds and reported on the transfer of funds for sewer connection and reuse water fees, and interest revenue to be above target.

Commissioner Harding projected to go negative with no rollover funds for the next fiscal year, and the increase in fees to have been absorbed by capital expenses. Commissioner Harding cautioned about limited funds in the Stormwater account and funds due for reimbursement.

10. City Attorney's Report

City Attorney Smits stated that his office has been busy preparing for the meeting, and he had taken the time to speak with all Commissioners prior to today. Mayor Raspe praised Paralegal Kate High on her work for the city, a sentiment shared by all Commissioners.

11. Commissioner's Reports & Comments

a. Commissioner Harding

i. Wastewater Sampling Summary Report from September 16th, 2024 **Addendum**

Commissioner Harding updated that the CDC now includes the sampling of viruses for Dengue and Bird flu. Commissioner Harding reported that COVID levels are back to low after a big spike and gave data on the County, Miami, and the State of Florida, with a steady increase for Miami-Dade.

ii. CRS Update **Addendum**

Commissioner Harding updated on a meeting with Lori Lehr to identify CRS points for the potential loss of points due to the change in freeboard requirements. Commissioner Harding reminded that the city will change to a Class 6 in April of 2025 for the flood policies discount with an average savings of \$180.00 per resident. Commissioner Harding explained the point reduction and points needed to maintain a Class 6 and explained Lori Lehr's suggestions, including holding a Special Meeting to inform residents about flood insurance benefits. Commissioner Harding asked for agreement to continue working with staff to hold monthly meetings. Mayor Raspe stated support for Commissioner Harding to continue his work to increase points for CRS purposes.

The Commission gave consensus.

Commissioner Harding offered information about Risk Assessment 2.0 and its difficulties identifying CRS discounts.

iii.Key Colony Beach Fee Schedule Proposed Updates

1. 2015-02 Miscellaneous Fee Schedule
2. 2021-08 Fee Schedule for Building Department Permits and Services
3. Schedule of Violations and Penalties

Commissioner Harding discussed the importance of reviewing the fee schedules regularly and explained reasons for having the building department be in compliance with Florida Statutes for revenue and expenses. Commissioner Harding explained that the Florida Statute requires a review every four years and reported a significant increase in permit income over the last two years. Commissioner Harding recommended a 12.5% reduction in building permit fees in addition to providing a discount for private inspections. Commissioner Harding recommended to re-evaluate the matter in the following year.

Commissioner Harding gave his evaluation of rental license fees and suggested a raise. Commissioner Harding explained the factors in his calculations and compared them to other municipalities in the County and spoke about calculated staff and management time.

Mayor Raspe asked about data points for Fire and EMS services for rental properties and whether costs for services can be implemented into vacation rental licenses to recover costs.

Commissioner Harding agreed with Mayor Raspe and suggested receiving better data in the upcoming year to justify fee increases.

Vice-Mayor Foster suggested looking at the property as a whole for nuisance alarms, commented that license inspections have improved significantly, and asked for an explanation for an increase. Vice-Mayor Foster recalled having brought up the topic of building costs last year with no success and asked Commissioner Harding what had changed.

Commissioner Harding stated that 95% of fire calls are legitimate and suggested getting more details from the Fire Marshal. Commissioner Harding informed on having discussed time requirements for inspections with Code Officer Dominicak and incorporated time for education and investigation of complaints into the fee schedule.

Commissioner Harding explained the calculation of building revenues and expenses over the last three years and informed that the previous year was significant in revenue. Commissioner Harding informed having met with the city's accountant several times over the year, who recommended making changes. Vice-Mayor Foster stated to have heard the same statement two years ago.

Vice-Mayor Foster asked Commissioner Harding to clarify discounts on flood insurance for residents. Commissioner Harding explained the discount calculations and suggested including an educational document from the FEMA website in his report for the next Commission meeting. Commissioner Colonell asked about building department overages and a possible projection for next year. Commissioner Harding informed on revenues in 2022 of \$55,612.00, 2023 of \$134,880.00, and estimated revenues for 2024 of \$205,257.00. Commissioner Harding explained how renovations drive the permit fees and how the economy influences them.

Commissioner Harding estimated \$200,000.00 yearly additional revenue and a reduction of 12.5% in fees for the next year and a possible reduction of 10% in the following year.

Commissioner Harding informed that these numbers are looked at monthly with the accountant and high on his list for review.

Commissioner DiFransico asked about the number of points needed to return the city to its previous state and the target. Commissioner Harding explained the process of achieving points and the goal of achieving 60 to 70 points before the CRS audit. Commissioner Harding asked Commissioners to send edits to the City Clerk to be forwarded to the City Attorney and presented at the next Commission meeting.

b. Commissioner DiFransico: Nothing more.

c. Commissioner Colonell: Commissioner Colonell expressed excitement about moving forward with City Hall and having obtained an architect to provide concept plans. Commissioner Colonell asked about the procedure of reviewing concept plans and how a design is chosen. Mayor Raspe gave anticipation for the process to be quick once the Commission has a plan.

City Clerk Roussin clarified that the Commission will discuss and decide the matter during a City Commission meeting. Mayor Raspe indicated that he would like to discuss the matter at the October 17th meeting. Commissioner Harding suggested providing information on cost, taxes, and grant funding and evaluating the need for square footage.

Mayor Raspe believed to be able to understand costs easily for Options A, B, and C and believed the building to have more square footage than realized. Commissioner Colonell agreed and Mayor Raspe reiterated his wish to have the discussion item back for the Commission to vote upon at the October 17th meeting.

Commissioner Colonell asked Commissioner Harding how to define costs with concept plans other than estimates. Commissioner Colonell suggested using a spreadsheet to estimate engineering and construction costs and clarify options and costs. Mayor Raspe informed that bids can be rejected if costs come back too high and the ability to change needs.

Commissioner Colonell agreed with the Mayor and asked to keep the momentum moving forward.

d. Vice-Mayor Foster: Vice-Mayor Foster commented that citizens will be excited about not building a new building and reminded of the available grant money of \$2.2 million dollars in addition to reserves which should be well within the budget. Vice-Mayor Foster asked Building Official Loreno to be vigilant for the remainder of the hurricane season.

e. Mayor Raspe: Mayor Raspe thanked the Commission and Secretary-Treasurer Harding for their work on the budget and for the city to be in a good position for the next fiscal year.

12. Citizen Comments: None.

13. Adjournment: The meeting adjourned at 11:55 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

CITY OF KEY COLONY BEACH

Warrant Number 0924

Items paid from September 1, 2024
to September 30, 2024

First Horizon Checking Account - 6871 \$213,489.48

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

Escrow Account - 5537 -

Payroll Account - 2942 \$84,871.37

Infrastructure Reserve Account - 8644 -

Road Reserve Account - 8677 -

Impact Fees Reserve Account - 8669 -

First State Bank Reserve Account - 3703 -

Sewer Money Mkt - 0301 -

Stormwater Checking Account - 0128 \$10,095.00

Sewer Account - 6006 \$61,447.03

TOTAL DISBURSEMENTS \$369,902.88

INTERIM REPORT ON DATA AND OBSERVATIONS OBTAINED DURING THE STUDY OF THE DETENTION POND AT SHELTER BAY DRIVE

30 SEPTEMBER, 2024

Ref. 1: Detention Pond Field Trial – A Joint Effort: Utility and Beautification

This the first interim report of observations and measurements taken as part of a joint project by the Utility Board and the Beautification Committee to better understand the hydrology of the pond and to identify plants that would be suitable to a possible future littoral zone around the pond. The project background is provided in Ref, 1 issued as a community information note and approved for release during the Commission Meeting of 19 September 2024.

The study period commenced with the drilling of five boreholes on 23 July, 2024 and the installation of 50 test plants on 2 August, 2024 at the Northeast corner of the pond. Although it is premature to draw conclusions the information obtained to date is provided to show the type of data being collected. During late July and into mid August the pond was largely dry with only 0.14 inches of precipitation recorded in the period 24-31 July and 3.45 inches from 1-16 August. In late August and during September the precipitation increased.

Part A: Field Trial of Candidate Plants for Future Pond Littoral Zone

At the time of installation the pond was dry and supplemental watering was required to help establish the plants. This was done by members of the Beautification Committee during August. Observations by Committee members indicated that the plants dried out faster than expected and required watering very day. The Dahoon Holly on the berm dried really quickly but was manually irrigated. Mary Kohl noted that the birds love this area as a food source. By 2 September the rainfall increased and further watering became unnecessary. Since 2 September the pond has retained water such that low lower plants have been inundated. The upper grassy plants have done well but it is not known if the lower plants will survive the extended inundation although they are inundation resistant. The condition of these plants will not be fully known until water levels recede. Photographs below taken on Sep. 2 and Sep 14 are representative of September conditions.



Sep 2 Jane Byland



Sep. 2 Sandy Glassman



Sep. 14 Sandy Bachman



Sep 14 Sandy Bachman



Sep 29 Janie Byland (Dahoon Holly on berm)

Part B Borehole Monitoring

Public works installed five boreholes (diameter 9", depth 60") on July 23 and began monitoring the salinity levels on 24 July. Each of the boreholes are profiled by salinometer by Public Works staff on a regular basis. The data consist of salinity of the water at depth intervals of 5 inches down to 30 inches and at full depth of 60"

The data obtained to date include measurements taken on:

7/24/2024 at 10:30 am with tide at 2.1 ft rising

7/26/2024 at 2:00 pm with tide at 1.9 ft falling

8/16/2024 at 2:30 pm with tide at 0.18 ft rising

8/28/2024 at 2:07 pm with tide at 0.24 ft rising

9/6/2024 at 1:15 pm with tide at 1.78 falling

9/13/2024 at 2:15 pm with tide at 0.82 rising

9/25/2024 at 9:15 am with tide at 0.64 falling (period of king tides of 3.3 ft)

The salinity profiles are presented graphically in two formats: all boreholes at each measurement date and individual boreholes for all 7 measurement dates. Depths indicated are relative to the top of the drain grate Shelter Bay Drive. To provide supporting information on the status of the pond, the depth to first water relative to the drain grate is shown by a red circle above each profile. All data are presented in the following 12 plots. Figs. 1 to 7 show all five borehole profiles for each measurement date. Figs. 8-12 show a specific borehole at each of the 7 measurement dates. It is noted that when the pond is fully inundated the first water levels relative to the drain grate should be the same for all boreholes. There is some deviation to this since the correction factor to the raw data is approximate since only the nearest measured elevation of the pond bottom relative to the grate is used. This results in a variation of the first water level of 1 to 2 inches between boreholes when the pond is fully inundated.

FIG. 1

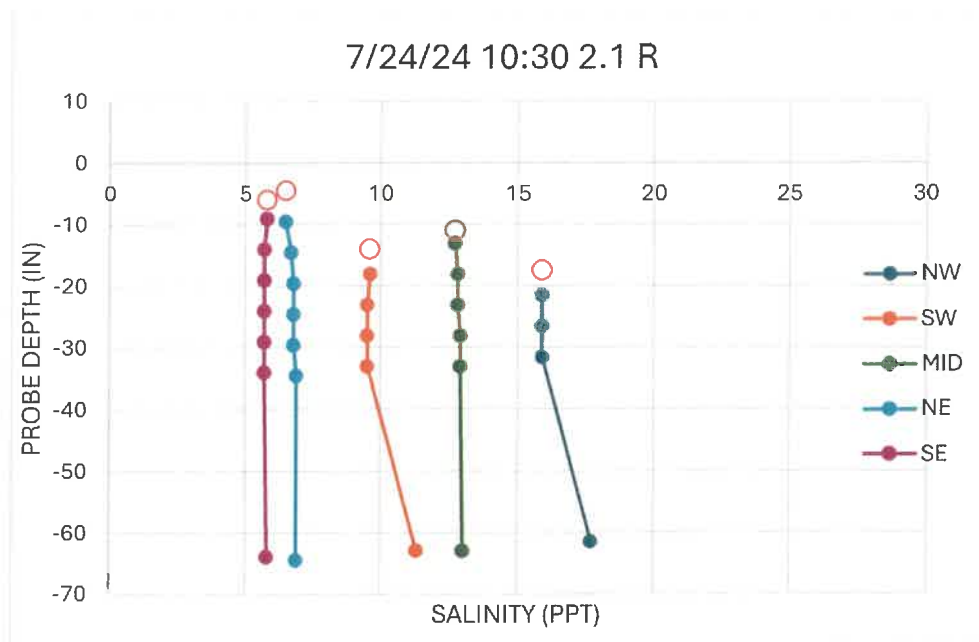


FIG. 2

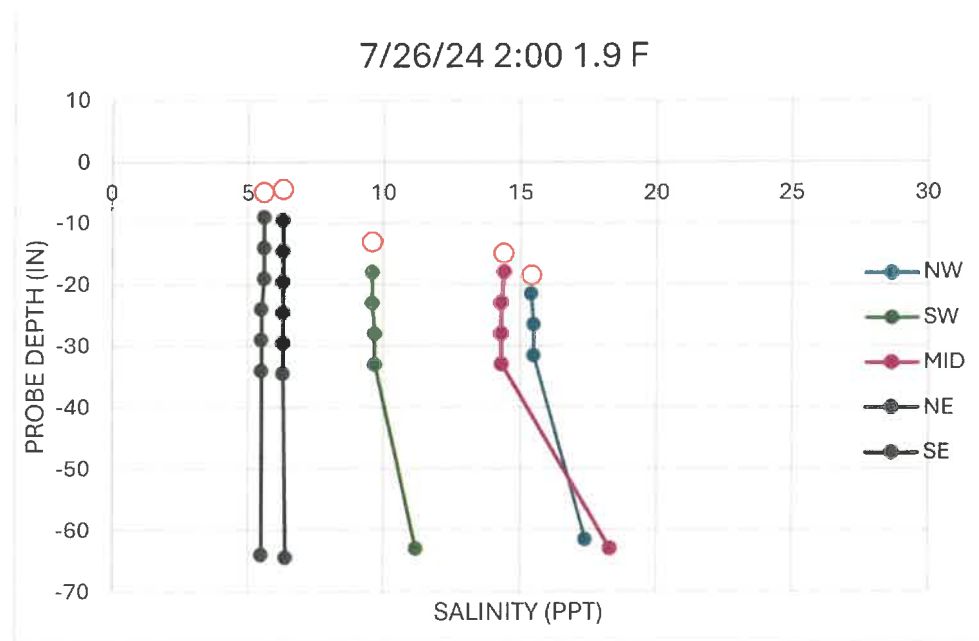


FIG. 3

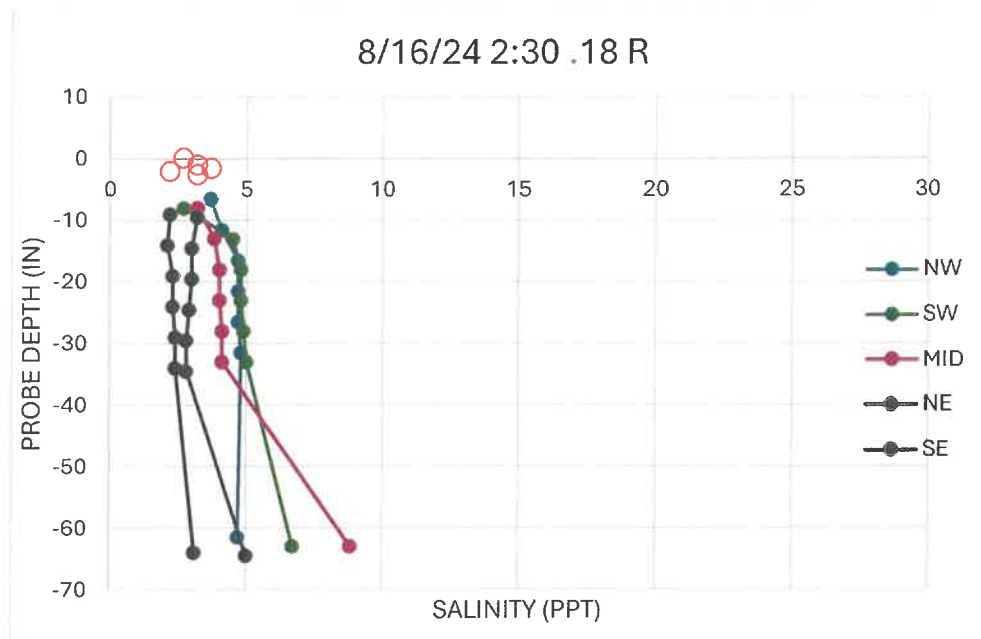


FIG. 4

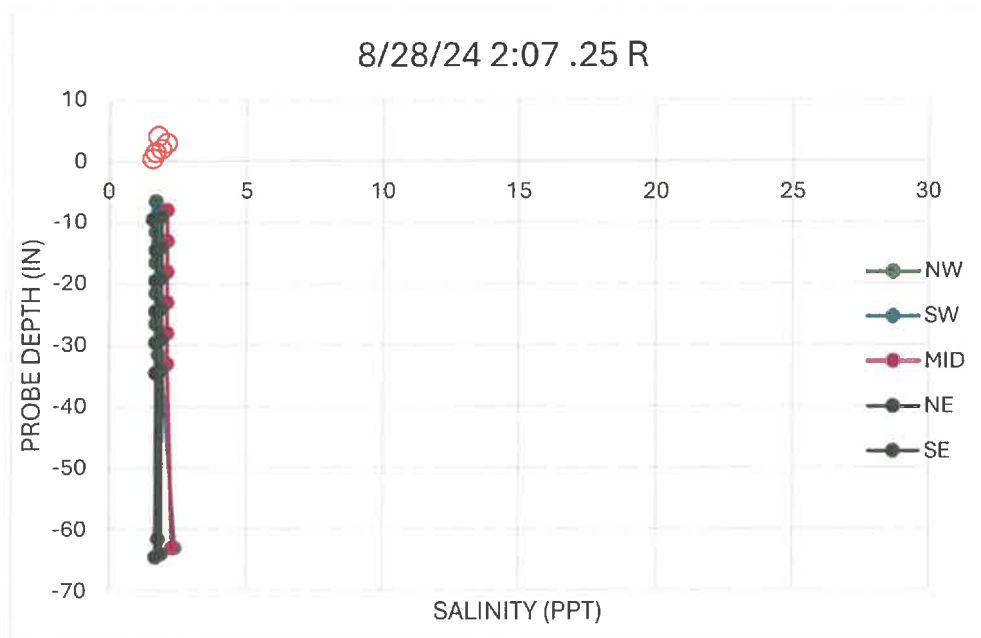


FIG. 5

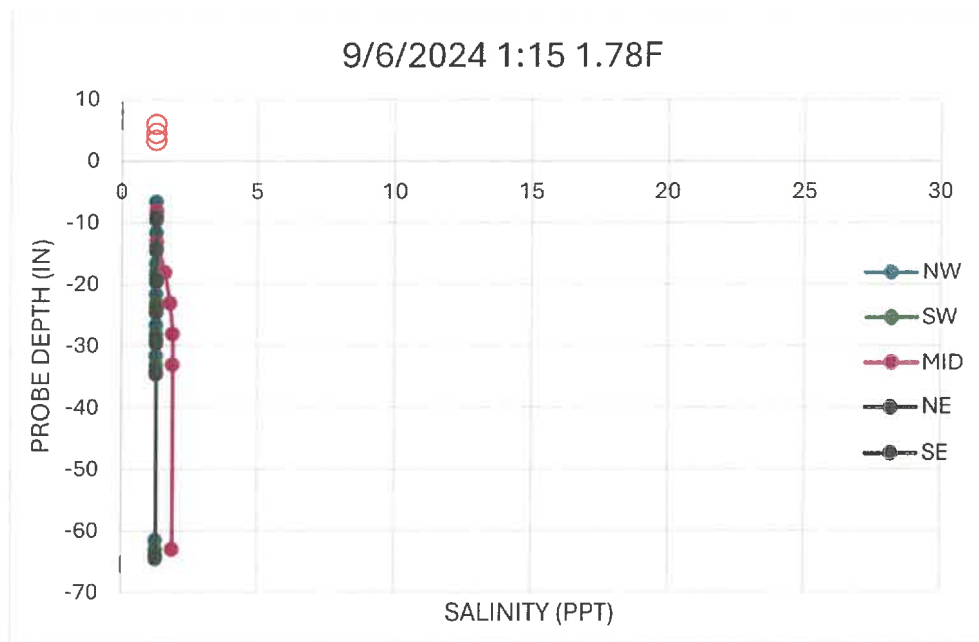


FIG. 6

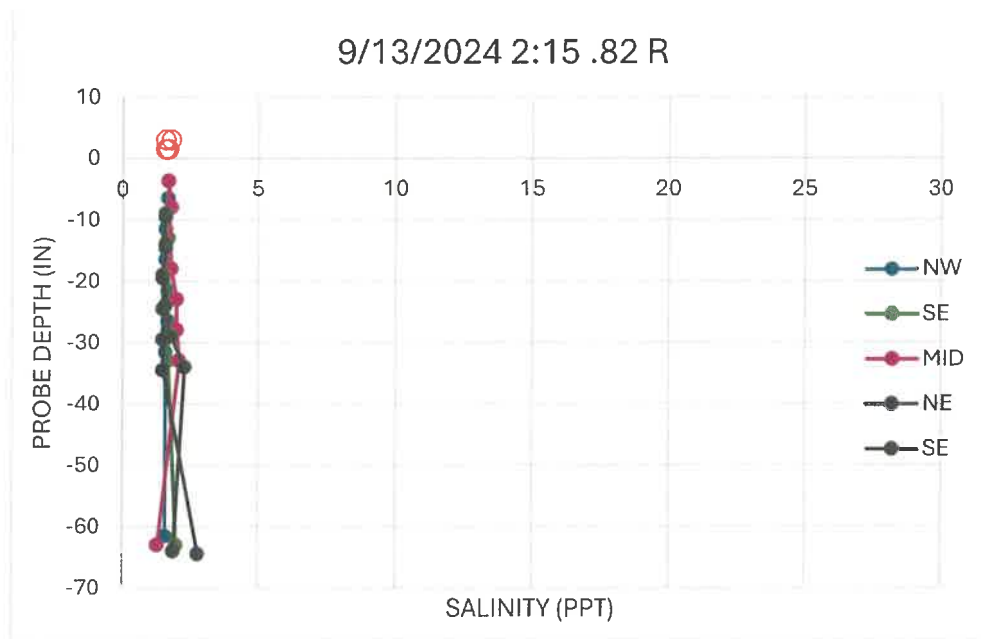


FIG. 7

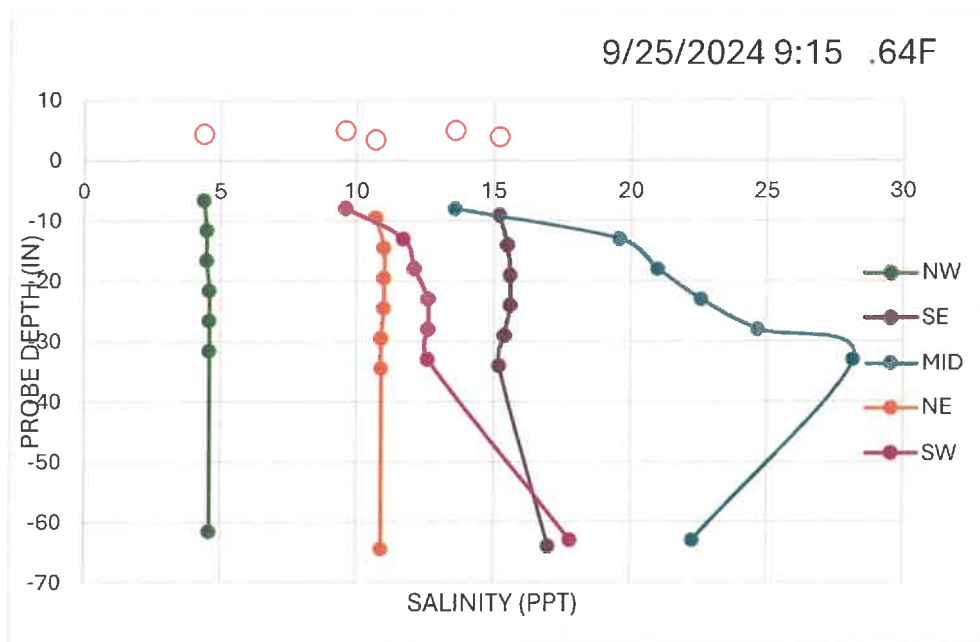


FIG. 8

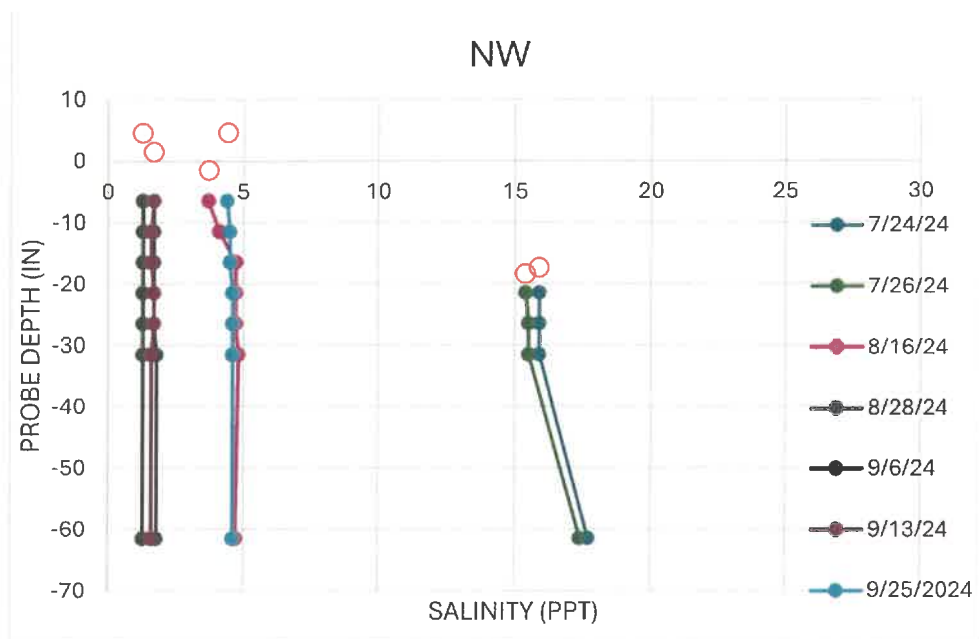


FIG. 9

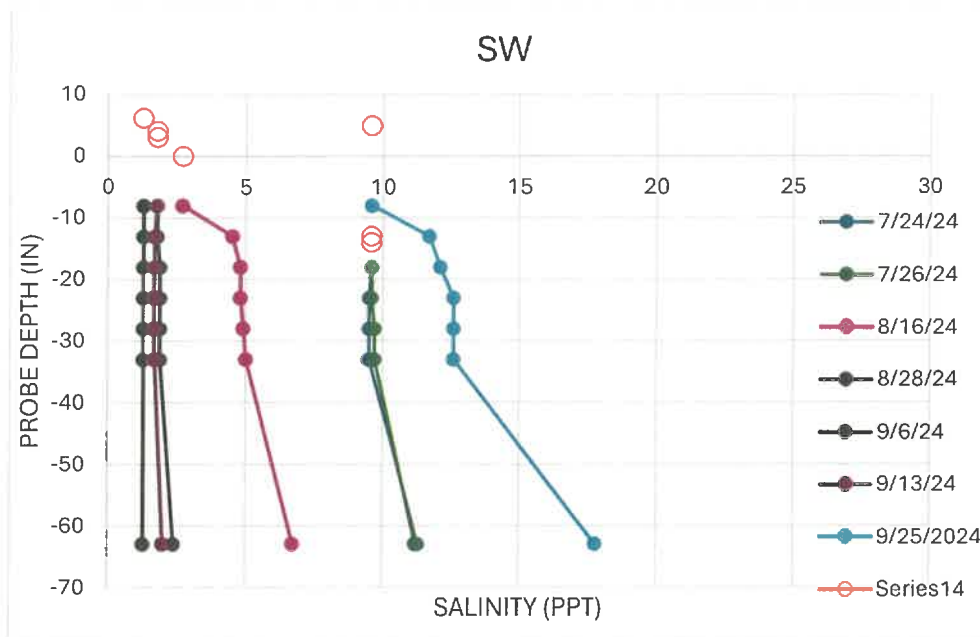


FIG. 10

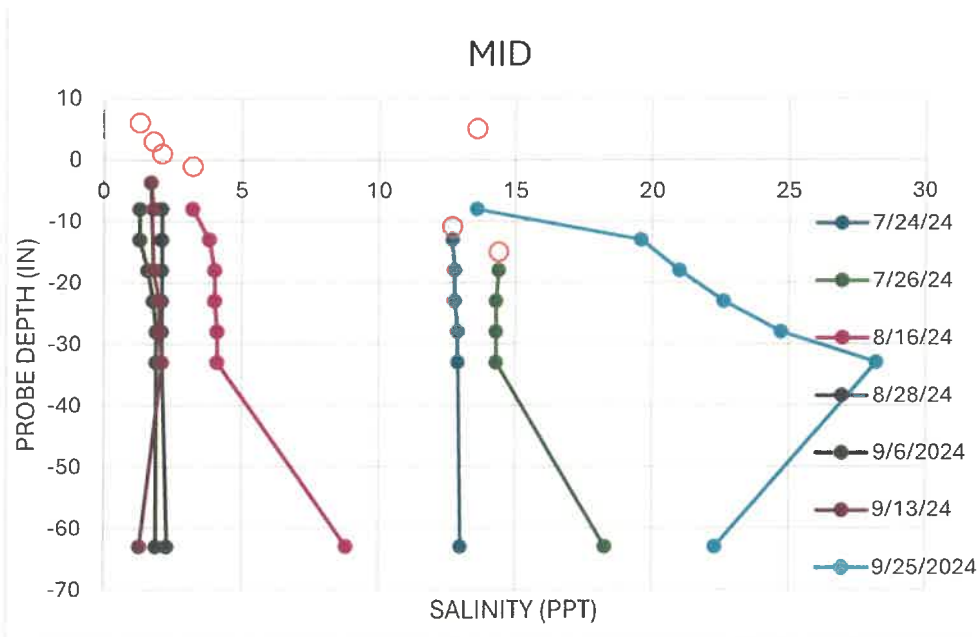


FIG. 11

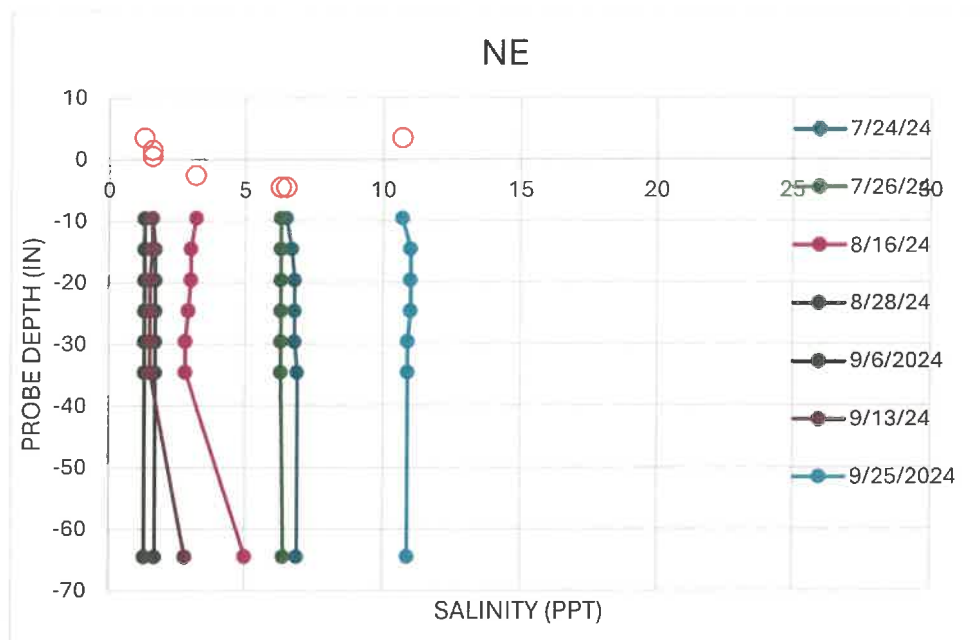
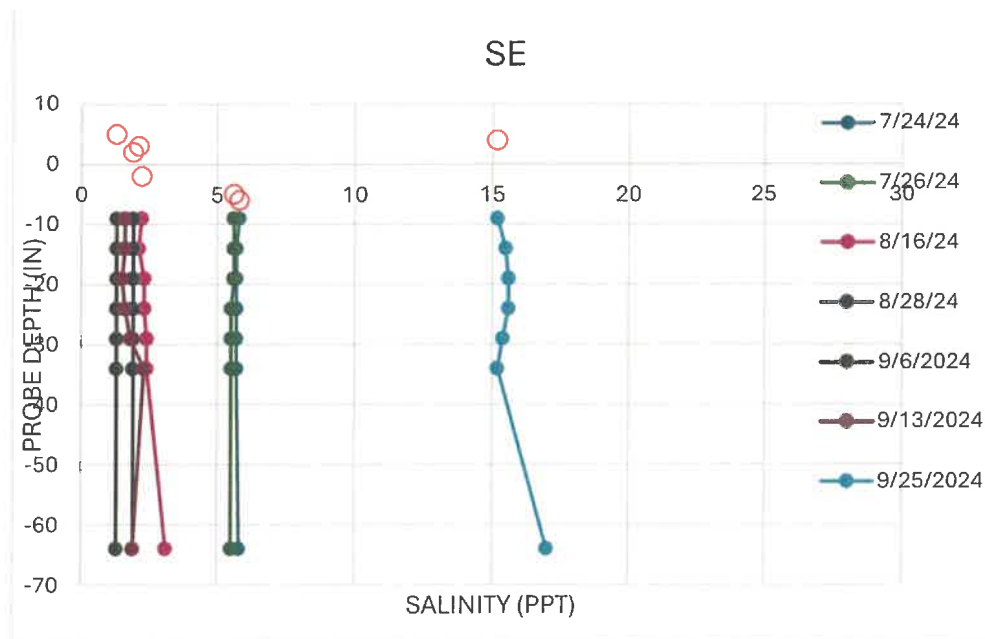


FIG. 12



OBSERVATION SUMMARY TO DATE

While no conclusions are drawn at this early stage, several observations can be made.

- 1) During dry conditions (7/24, 7/26) profiles show a well-mixed water column with little or no salinity increase at the bottom of the borehole.

- 2) During dry conditions first water varies from 18” below the drain grate at the NW borehole to 5 inches at the NE borehole.
- 3) When the pond is inundated (8/28, 9/6, 9/13) the water column is essential fresh completely to the bottom of the borehole with no stratification
- 4) When the pond is inundated during a period of king tides (9/25) there is significant salinity and associated stratification particularly in the MID borehole.
- 5) During periods of inundation first water varied from 4 to 5 inches above the grate

RESPECTFULLY SUBMITTED

Dave Mckeehan (Beautification Committee)

3 October 2024

ENDORSEMENT TRANSMITTAL



Wright National Flood Insurance Company
 A Stock Company
 PO Box 33003
 St. Petersburg, FL, 33733
 Office: 800.820.3242
 Fax: 800.850.3299

INSURED	EFFECTIVE DATE	TERM	POLICY NUMBER
CITY OF KEY COLONY BEACH	08/09/2024	12 Months	09115002942615

AGENCY INFORMATION		INSURED MAILING AND PROPERTY ADDRESS	
Agency Number	83447	Mailing Address	PO BOX 510141
Agency	BROWN & BROWN INSURANCE SERVICES INC		KEY COLONY BEACH, FL 33051-0141
Address	8825 NW 21ST TER	Property Address	600 8TH STREET
	DORAL, FL 33172		KEY COLONY BEACH, FL 33051
Phone Number	305.714.4400		

ENDORSEMENT INFORMATION

Endorsement Type Endorsement Transmittal
 Building Coverage has Increased from \$52,000 to \$500,000
 Contents Coverage of \$200,000 Added
 Building Deductible has Increased from \$1,000 to \$1,250
 Contents Deductible of \$1,250 Added
 Effective Date Changed from Fri Aug 09 00:00:00 EDT 2024 to Fri Nov 01 00:00:00 EDT 2024
Endorsement Date 11/01/2024
Pro Rata Factor 0.77000
Endorsement Amount \$9,047.00
Transaction Date 10/02/2024
Insured Signature *Silvia Roussik do. Mayor Joey Raspe*
Agent Signature _____

PAYMENT INFORMATION

Payment Method Check
Payor CITY OF KEY COLONY BEACH
Transaction Date 10/02/2024
Amount Paid \$9,047.00
Check Number 0000

NOTES

THIS IS NOT AN OFFER FOR ENDORSEMENT. THIS QUOTE IS NON-FIRM AND NON-BINDING AND SUBJECT TO REVIEW AND ADJUSTMENT. INCREASED COVERAGE DOES NOT EXIST UNTIL PAYMENT OF TOTAL PREMIUM IS RECEIVED BY WRIGHT NATIONAL FLOOD INSURANCE COMPANY AND THE WAITING PERIOD HAS EXPIRED.

REQUIRED DOCUMENTATION CHECKLIST (additional items, not indicated below, may be required)

Submit this Endorsement Transmittal and the documents indicated in the email from CustomerService@weareflood.com by using the File Upload option on the website. Items may also be submitted by mailing to the address or faxing to the number indicated at the top of this letter.

RGLR 091150029426 15 00000000 EN 1240809 8 ITY BGBSP238

ZG Wired LLC

410 101st Street Unit A

305-509-9328

19zack92@Gmail.Com

Marathon, FL, 33053

Bill To: Key Colony Beach Police

Phone: 305-743-5380

Estimate #: 2

Address: 600 W. Ocean Dr, Key Colony Beach,
FL, 33051

Fax:

Estimate Date: 9/26/2024

Email: Kcb858@Keycolonybeachpd.com

Estimate For: KCBPD F150 Build

Item #	Description	Qty	Unit Price	Discount	Price
1	All Emergency lights + sirens and required controllers				\$ 8,175.00
2	Center console + all required accessories				\$ 2,400.00
3	Push bumper with 4 light holes and wire covers				\$ 486.00
4	Printer + required accessories				\$ 483.00
5	Prisoner partition				\$ 1,580.00
6	Dual Gun Mount				\$ 460.00
7	Docked drawer system				\$ 1,275.00
8	BWC charger + needed accessories				\$ 300.00
9	Flashlight				\$ 165.54
10	Estimated cost of freight shipping				\$ 400.00
11	Estimated Labor + parts to install all above equipment	36	\$ 120.00		\$ 4,320.00
					\$
Estimate Subtotal					\$ 19,973.54
Tax Rate					
Sales Tax					\$
Other					
Deposit Received					
TOTAL					\$ 19,973.54

Key Colony Beach PD

Prepared for:

Key Colony Beach PD
Officer Joseph Burden
JC858@keycolonybeachpd.com
562-817-6493

Contract Holder

10/7/2024

Duval Ford
Jared Davis
(Work) 904-388-2144
(Fax) 904-387-6816
jared.davis@duvalmotor.com
405 Lane Avenue North
Jacksonville, FL 32238

PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL



We appreciate your interest and the opportunity to quote. Pricing references the **FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT PSA 24-VEL-32**. If you have any questions regarding this quote please call! Note, Vehicle will be ordered **white exterior** unless specified on purchase order. Shipping and Invoicing Instructions are required on agency purchase order.

Labor: Rate/
Hr \$80

Parts QTY	Code	Equipment	UNIT PRICE	EXTENDED
1	W1P SOUTH	Item 207 Southern Zone: Ford Responder Police F150 SuperCrew® 4x4 – 5.5' Box (W1P), Includes Spot light, & Keyless Entry	\$ 48,379.00	\$ 48,379.00
1	M7	Carbonized Gray Metallic M7 •	\$ -	\$ -
1	PS	Black Police Seat	\$ -	\$ -
1	998	3.5L V8 EcoBoost [120MPH Top speed]	\$ -	\$ -
1	185	Black Platform Running Boards	\$ 254.00	\$ 254.00
1	59P	Driver Only (Whelen) Note: NA with 54R/59S ; NA with 54Y/59S	\$ 428.00	\$ 428.00
1	67P	Remote Keyless Entry Fob less Pats	\$ -	\$ -
1	67T	Integrated Trailer Brake Controller	\$ 279.00	\$ 279.00
1	96W	Spray-in Bedliner, Toff: Dealer Installed	\$ 642.00	\$ 642.00
1	534	Complete Trailer Tow Package (534) • 4-pin/7-pin wiring harness, Ball mount, 2" ball, pin and Clip	\$ 393.00	\$ 393.00
1	TINTA	Tint All Windows 4 Door Including Windshield Strip	\$ 385.00	\$ 385.00
1	TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriff's Tag. Includes (TMP). Transfer Tag Charge: (Florida only: \$90) Please send scan of agency registration with tag ID clearly indicated. Requires (TTO) Tag/Title Option, includes (TMP)	\$ 125.00	\$ 125.00
1	TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and affixed to vehicle prior to delivery. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	\$ 68.00	\$ 68.00
TOTAL LABOR HOURS				
Additional Notes				
			\$	48,953.00
QUANTITY		1	TOTAL PURCHASE	\$ 48,953.00

STANDARD EQUIPMENT

SE W1P 1	<ul style="list-style-type: none"> ● Two-Speed Automatic Torque on Demand 4WD with Neutral Towing Capability (Includes 4A mode for Set and Forget) ● Alternator - 240 amp ● Aids, Front - Independent Front Suspension (IFS) ● Brakes - 4-Wheel Disc with ABS ● Class IV Trailer Hitch (incl. Smart Trailer Tow Connector, 4-pin/7-pin wiring, Class IV trailer hitch receiver) ● Electric Parking Brake ● Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes: Normal/Tow-Haul/Snow-Wet/EcoSelect/Sport ● Engine Hour Meter ● Engine Idle-Hour Meter ● Full-Size Cooling ● Jack ● Electronic Parking Brake ● SelectShift® Automatic Transmission with Progressive Range Select ● Shock Absorbers, Gas - Heavy-Duty, Front ● Shock Absorbers, Gas - Heavy-Duty, Outboard Mounted, Rear ● Springs, Front - Coil ● Springs, Rear - Leaf, Two-Stage Variable Rate ● Upgraded Stabilizer Bar, Front ● Steering - Power, Rack-and-Pinion
SE W1P 2	<p>EXTERIOR</p> <ul style="list-style-type: none"> ● Bumper - Tailgate ● Bumper and Fascia, Front - Black ● Bumper, Rear - Black ● Cargo Lamp - Integrated with Center High-mounted Stop Lamp (CHMSL) ● Daytime Running Lamps (DRL) (On/Off Cluster Controllable) ● Easy Fuel® Capless Fuel-Filler ● Exhaust - Single Rear ● F-150 Fender Badge ● Fuel Tank - Standard Range 26 Gallon ● Fully Bonded Steel Frame ● Grille - Black Two Bar Style with Black Nostrils and Black Surround ● Handles, Black - Door and Tailgate with Black Bezel ● Hooks - Pickup Box Tie-Down, four (4) ● Hooks - Front Tow 4x4, two (2) ● Mirrors, Sideview - Manual-folding, Power Glass with Black Skirt Caps ● Power Tailgate Lock ● Spare Tire Carrier - Rear Under Frame ● Spare Tire/Wheel Lock ● Stone Cuts, Front & Rear ● Tailgate - removable ● Tires - LT265/70R 18 BSW (A/T) ● Trailer Sway Control ● Trailer Towing - 4-pin/7-pin wiring, Class IV trailer hitch receiver ● Wheels - 18" Steel Wheel ● Wipers - Intermittent speed
SE W1P 3	<p>INTERIOR/COMFORT</p> <ul style="list-style-type: none"> ● 1st Row Power Windows ● 2nd Row Power Windows ● 4" Productivity Screen in Instrument Cluster ● 12" Center-stack Screen Touchscreen w/Audio Controls ● Air Conditioning Regulators - Black Vanas with Chrome Knob ● Black Vinyl Floor Covering ● Cruise Control ● Center Console Mounting Plate ● Red/White Task Lighting in Overhead Console ● Fade-to-Off Interior Lighting ● Gauges and Meters - Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer ● Grab Handles ● Horn - Dual-Note ● Illuminated Entry ● Manual Air Conditioning, Single Zone ● Outside Temperature Display ● Power Door Locks ● Powerpoint (2) 12V - Front ● Rear Driver-side/Passenger-side Solar Trim ● Rear-window with Fixed Glass and Solar Trim
SE W1P 4	<p>INTERIOR/COMFORT (continued)</p> <ul style="list-style-type: none"> ● Rearview Mirror, Day/Night ● Scuff Plate, Driver and Front-Passenger Doors ● Seat, Front ● Seat, Rear - Vinyl, 60/40 Rip-up split seat with elongated cushion ● Speedometer - Calibrated (includes digital readout) ● Steering Wheel, Black Urethane - Manual TRV/Telescoping and Manual Locking ● Universal Top Tray - Center of IP for mounting aftermarket equipment ● Visor, Driver Side; Visor with Mirror, Passenger-Side

SE W1P 6	<p>SAFETY/SECURITY</p> <ul style="list-style-type: none"> ● AdvanceTrac® w/RSC® (Roll Stability Control™) ● Airbags ● Autolock ● Door Lock Cylinders (Front Driver/Passenger door) ● Flood LED Headlamps ● Illuminated Entry ● Rainlamp Wiper Activated Headlamps ● Police Perimeter Alert detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I. Doors will lock and windows will automatically go up at level II. Includes visual display in instrument cluster with tracking ● Seat Belts, Active Restraint System (ARS), Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats ● SOS Post-Crash Alert System™ ● Simple Fleet Key – (In-line-milled, w/o microchip, easy to replace; 4-keys) ● Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support) <p>Note: Includes unique one-touch temporary disable switch for Law Enforcement use.</p> ● Tire Pressure Monitoring System (TPMS) <p>Alexis-150 Police Responder was designed and developed to meet the same federal fuel system crash standards as retail vehicles and other manufacturers' police vehicles. Ford Police Interceptors are the only vehicles on the market designed for the 75 mph rear-impact crash test.</p>
SE W1P 6	<p>DRIVER ASSIST TECHNOLOGY</p> <ul style="list-style-type: none"> ● Autolamp – Auto On/Off Headlamps ● Rear View Camera with Dynamic Hitch Assist ● Reverse Sensing System ● Hill Start Assist ● SYNC® 4
SE W1P 7	<p>FUNCTIONAL</p> <ul style="list-style-type: none"> ● AM/FM Stereo – 6 speakers ● BUS ● Clerk Car ● Fleet Telematics Modem ● Rear power lug located underneath rear seat to accommodate Police upfitting; One (1) 80-amp battery ground circuit. 5 Police Engine Iola
SE W1P 8	<p>FX4 OFF-ROAD PACKAGE</p> <ul style="list-style-type: none"> ● 3.31 Electronic-locking rear-axle ● Hill Descent Control™ ● Off-Road tuned front shock absorbers ● Skid plates: fuel tank, transfer case and front differential

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Sunset Park	P5035
2. Parties	
State of Florida Department of Environmental Protection	
3900 Commonwealth Boulevard	
Tallahassee, Florida 32399-3000 (Department)	
Grantee Name:	Entity Type: Local Government
Grantee Address:	FEID: 59-6044074
P.O Box 510141, Key Colony Beach, FL 33051 (Grantee)	
3. Agreement Begin Date: Upon execution	
Date of Expiration: June 30, 2027	
4. Project Number: P25035	
Project Location(s): West Ocean Drive and 12th Street, Key Colony Beach, FL 33051	
(If different from Agreement Number)	
Project Description: New - landscaping. Ren - beach access	

5. Total Amount of Funding: \$50,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1829, GAA, FY2024-2025	\$ 50,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 50,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: <u>Jeremy Pe</u>	Name: <u>Tom Harding</u>
or successor	or successor
Address: <u>3900 Commonwealth Blvd.</u>	Address: <u>P.O Box 510141</u>
<u>Tallahassee, FL</u>	<u>Key Colony Beach, FL</u>
<u>32399-3000</u>	<u>33051</u>
Phone: <u>850-245-2732</u>	Phone: <u>734-476-0531</u>
Email: <u>jeremy.pe@floridadep.gov</u>	Email: <u>tom.harding@keycolonybeach.net</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Key Colony Beach	GRANTEE
Grantee Name	
By _____	Date Signed _____
(Authorized Signature)	

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed _____

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:

- i. Standard Grant Agreement
- ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
- iii. Attachment 1, Standard Terms and Conditions
- iv. The Exhibits in the order designated in the Standard Grant Agreement

- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

4 of 14

- price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

- b. **Procuring Signs:** Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

Attachment 1

11 of 14

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5035**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Sunset Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A,
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

Attachment 2

1 of 3

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

Attachment 2

2 of 3

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: Sunset Park
Grantee Name: City of Key Colony Beach
FRDAP Project # P25035

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located West Ocean Drive and 12th Street, Key Colony Beach, FL 33051 and is considered a "Small Project pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000
Match Ratio:	100:0

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new – landscaping Ren – beach access. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2027, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 7

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1 5 of 7

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$50,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

BGS-DEP 55-215
Revised 7/2019

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

Attachment 6

2 of 3

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection
EXHIBIT A
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):

- ☐ January through April: Due May 5th
☐ May through August: Due September 5th
☐ September through December: Due January 5th
☐ Final Status Report Date from Project Completion Certification: _____

LIAISON: _____
Signature_____
Date

DRP-109 (Effective 05-22-2015)

Page 2 of 2



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): 7th Street Park	Agreement Number: P5040
2. Parties State of Florida Department of Environmental Protection 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: City of Key Colony Beach	Entity Type: Local Government
Grantee Address: P.O Box 510141, Key Colony Beach, FL 33051	FEID: 59-6044074
(Grantee)	
3. Agreement Begin Date: Upon execution	Date of Expiration: June 30, 2027
4. Project Number: P25040 <i>(If different from Agreement Number)</i>	Project Location(s): 7th Street, Key Colony Beach, FL 33051
Project Description: New - two tennis courts. Ren - landscaping	

5. Total Amount of Funding: \$50,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Line Item #1829, GAA, FY2024-2025	\$ 50,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 50,000.00

6. Department's Grant Manager Name: Jeremy Pe Address: 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2732 Email: jeremy.pe@floridadep.gov	Grantee's Grant Manager Name: Tom Harding Address: P.O Box 510141 Key Colony Beach, FL 33051 Phone: 734-476-0531 Email: tom.harding@keycolonybeach.net
or successor	or successor

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

<input type="checkbox"/> Exhibit H: Non-Profit Organization Compensation Form (State)	
<input type="checkbox"/> Exhibit I: Forced Labor Attestation Form	
<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Key Colony Beach	GRANTEE
Grantee Name	
By _____	Date Signed _____
(Authorized Signature)	
Print Name and Title of Person Signing	

State of Florida Department of Environmental Protection	DEPARTMENT
By _____	
Secretary or Designee	Date Signed _____
Callie DeHaven, Director, Division of State Lands	
Print Name and Title of Person Signing	

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

Attachment 1

1 of 14

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

Attachment 1

2 of 14

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

Attachment 1

3 of 14

- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

Attachment 1

4 of 14

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

Attachment 1

5 of 14

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

Attachment 1

8 of 14

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply 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, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.
 - b. **Procuring Signs:** Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect,

Attachment 1

11 of 14

general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
- i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee

Attachment 1

12 of 14

is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. P5040**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is 7th Street Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins the first day of the fiscal year for in which the agreement was entered in to, through the date of expiration.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A,
<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
Project Name: 7th Street Park
Grantee Name: City of Key Colony Beach
FRDAP Project # P25040

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located 7th Street, Key Colony Beach, FL 33051 and is considered a "Small Project pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor.

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2027.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There a match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000
Match Ratio:	100:0

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes a new – two tennis courts. Ren – landscaping. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2027, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.		
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Attachment 5

2 of 7

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1 5 of 7

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
1829	General Appropriations Act Line Item 1829 – Fixed Capital Outlay Florida Recreation Development Assistance Grants from General Revenue Fund and Land Acquisition Trust Fund	2024-2025	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$50,000.00	

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1
7 of 7

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

Attachment 6

2 of 3

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Florida Department of Environmental Protection

EXHIBIT A

Land and Water Conservation Fund Program

Florida Recreation Development Assistance Program

Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:**Period Covered** (Check Appropriate Period):

- ☐ January through April: Due May 5th
☐ May through August: Due September 5th
☐ September through December: Due January 5th
☐ Final Status Report

Date from Project Completion Certification: _____

LIAISON: _____
Signature_____
Date

DRP-109 (Effective 05-22-2015)

Page 2 of 2



Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$ 0.00	\$ 0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

THE CITY OF KEY COLONY BEACH, FLORIDA

Contract for Goods & Services

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

1. TERM

The term of this Contract shall be from November 15, 2024 to January 31, 2025.

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

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following services:

Documentation of the specific goods/services is attached and labeled as *Attachment "A"* to this Contract and is incorporated herewith by reference. Contractor's proposal is attached and labeled as *Attachment "B"*. 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. PAYMENT AND SURETY BONDS

City shall pay Contractor the sum of \$316,975.00, for services rendered pursuant to this Contract, plus \$120.00 per square foot of additional excavation, rock base, and compaction, with payment to be made as follows:

The City's Tennis and Pickleball Clubs agree to remit the full contract amount to the City. The City shall compensate the Contractor including an initial deposit and progress payments tied to project milestones. No final payment to Contractor shall be due until the City verifies that all services for which payment has been requested have been fully and satisfactorily performed by Contractor. The City will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt.

Contractor shall provide a performance bond in the full amount of the Contract Total to secure Contractor's performance of its obligations under this Contract. The Security shall be submitted to the City prior to beginning work on the Project and shall be maintained at all times during the Contract Term. The Security shall be conditioned upon full performance of all the obligations imposed upon Contractor under the Contract Documents. The Security must be executed by a company licensed to do business in the State of Florida and must be in a form

acceptable to and approved by the City Attorney, The Security shall provide that in the event the City Terminated this Agreement for breach the City may have recourse against the Security for all damages that the City would be entitled to from Contractor under this Agreement. In the event the Parties agree on a modification to increase the Contract Total pursuant to the terms of this Agreement, the City may require additional Security up to one hundred percent (100%) of the increase in the Contract Total by directing Contractor to increase the amount of the existing Security or to obtain additional Security. If Contractor uses subcontractors for any part of the work on the Project, it shall provide for a payment bond in the amount equal to the total of all subcontracts.

4. INSURANCE

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

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

X General Liability Insurance

Amount: \$1,000,000.00

 Professional Liability Insurance

Amount: \$300,000.00

X Vehicle Liability Insurance

Amount: \$1,000,000.00

X Workers Compensation Insurance

Amount: Statutory Limits

5. WARRANTY

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

time in which to make any repairs necessary to correct the defect.

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

- a. *Correction of Work.* Contractor shall promptly correct any and all work rejected by the City as failing to conform to the requirements of the Contract Documents. If Contractor fails to correct work which is not in accordance with the Contract Documents, the City may direct Contractor in writing to stop the work until the correction is made. Contractor shall bear the cost of correcting such rejected work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract Documents and for the entire period of such warranty, Contractor shall correct work not conforming to the requirements of the Contract Documents.
- b. *Right to Carry Out Work.* If Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails within a three (3) day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Total may be adjusted to deduct the cost of correction from payments due Contractor.

6. DELAY IN PERFORMANCE

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

- a. *Force Majeure.* Contractor shall be entitled to a reasonable extension of time from the City for the delays resulting from damage to Contractor's and/or the City's property caused by fire, lightning, earthquakes, tornadoes, and other extreme weather conditions, power failures, riots, acts of war, strikes or lockouts beyond the control of Contractor and its subcontractors ("Force Majeure"). The determination of whether such delay is a result of Force Majeure and the amount of time for such extension shall be in the sole discretion and determination of the City and no such

delay shall serve to increase the Contract Time or Contract Total without prior approval by the City Commission.

- b. Unavoidable Delay.* If the work on the Project is unavoidably delayed and Contractor has provided notice in accordance with subsection (d) below, the City may, in its sole discretion, extend the time for completion for a determined number of days of excusable delay. A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during Contractor's performance; was not caused directly or substantially by negligent errors, omissions, or mistakes of Contractor, its subcontractors, or its suppliers or their agents; was substantial; and, in fact, caused Contractor to miss delivery dates and could not adequately have been guarded against. No extension of work shall extend the Contract Time, unless set forth in writing and approved by the City Commission.
- c. No Damages for Delay.* Contractor shall not be entitled to any claim for damages on account of hindrances or delays in the work from any cause whatsoever, including any delays or hindrances caused by the City. This paragraph shall include, but not be limited to, any actions which result in delays in scheduling, changes to the Work, or increases in the costs of performing the work under the Contract Documents.
- d. Notification of Delay.* Contractor shall provide written notice to the City in accordance with section 9 of this Agreement if Contractor has, or should have, knowledge that an event has occurred which will delay completion of the Project. Failure to submit the notice of claim strictly in accordance with the provisions of section 9 shall bar any claim of Contractor.

7. REPROCUREMENT UPON TERMINATION

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

8. NOTICE OF CLAIM

In the event that Contractor has any controversy, claim or dispute arising out of or related to the Contract Documents, whether such claim or dispute involves a claim by Contractor for additional time, delay, compensation for a change order, any increase in the Contract Total or extension of the Contract Time, or otherwise, Contractor shall present a written Notice of Claim to the City within five (5) days of Contractor's knowledge, whether actual or whether Contractor should have known, of the controversy, claim, dispute or the facts out of which the controversy, claim or dispute arises. This written Notice of Claim must specifically indicate, in bold type, on the face of the notice, that it is a Notice of Claim, and whether part of the dispute is over Contractor seeking additional time, compensation or both. Additionally, Contractor must set forth in the Notice of Claim the nature of the controversy, claim or dispute, including all necessary facts. Contractor

shall provide to the City any documentation supporting Contractor's claim or position within twenty (20) days of providing the Notice of Claim. Contractor shall be deemed to have waived any claim which Contractor fails to present to the City within the time frames stated herein or in the manner provided in this subsection. Any change in the Contract Total or Contract Time, and any claim for additional compensation must be approved by the City Commission. Contractor shall not be entitled to any additional compensation, an increase in the Contract Total or an increase in the Contract Time unless and until approved by the City Commission. If Contractor proceeds with any work without said approval or without complying strictly with the procedures set forth in this subsection, it does so at its own risk.

9. COMPLIANCE WITH LAWS AND POLICIES

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

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE

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

10. INDEPENDENT CONTRACTOR STATUS

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

11. TERMINATION

A. WITHOUT CAUSE

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

B. TERMINATION FOR BREACH

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

C. IMMEDIATE TERMINATION BY THE CITY

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

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the

quality of services provided to The City or the performance of duties required hereunder and which would, in The City's sole judgment, be prejudicial to the best interests and welfare of The City and/or its employees;

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

12. ASSIGNMENT

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

13. AMENDMENT

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

14. INDEMNIFICATION, GOVERNING LAW & VENUE

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

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

15. E-VERIFY

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

provision herein, City reserves the right to immediately terminate this Contract upon notice to Contractor that the City has developed a good faith belief that Contractor has knowingly violated this section.

16. REPRESENTATIONS, WARRANTIES & DEBARMENT

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

- 1) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- 2) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- 3) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.; and
- 4) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- 5) Contractor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency; (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (ii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

17. CONFIDENTIALITY

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

18. BILLING

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

19. THIRD-PARTY BILLING AND PAYMENT

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

20. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by

the public agency in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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

21. ETHICS CLAUSE

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

22. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a City employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Director or a City member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the City. No City member, officer or employee may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No City member, employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials, or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all City employees or in City surplus sales, provided there is no preferential treatment.

23. SEVERABILITY

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

24. COUNTERPARTS

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

25. WAIVER

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

26. CAPTIONS

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

27. ENTIRE CONTRACT

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

28. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

<u>City of Key Colony Beach, Florida:</u> City Clerk City of Key Colony Beach P.O. Box 510141 Key Colony Beach, FL 33051	<u>The Contractor:</u> Matthew McAlpine McCourt Construction, Inc. 16155 SW 117 Ave. #26 Miami, FL 33177
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City of Key Colony Beach, Florida Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

ATTACHMENT A

**INVITATION TO BID
ITB 2024-03**

Tennis and Pickleball Courts

7TH AND 8TH STREET PARKS

INVITATION TO BID
Tennis and Pickleball Courts

Bids to construct two (2) tennis courts and six (6) pickleball courts at **7th and 8th Street Parks** to be submitted by **August 29, 2024 at 9:30 AM**. All bids must contain one (1) original and three (3) copies and be submitted in a sealed envelope to City Administrator John Bartus at 600 W. Ocean, Key Colony Beach, Florida 33051.

Bid packets are available online at DemandStar. Bids will be deemed to be valid for a period of sixty (60) days after the submittal date.

Successful vendors must provide proper insurance, and each contractor is to submit their bid as indicated in the specifications.

The City reserves the right to reject any or all bids and to waive any informality in bidding. The City reserves the right to accept the bid in its entirety or in parts. Award of Contract: The City Commission will make the final award of the bid or contract.

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

SPECIFICATIONS

CITY OF KEY COLONY BEACH, FLORIDA to Construct two (2) Tennis Courts and six (6) Pickleball Courts at 7th and 8th Street Parks.

DEFINITIONS:

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

I. Introduction

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

CALENDAR OF EVENTS ITB 2024-03		
DATE:	TIME (ET):	Action:
July 29 th , 2024	9:30 am	Release Solicitation
August 8 th , 2024	9:30 am	Nonmandatory Site Visit (Open to Public – 7 th and 8 th Street Parks, Key Colony Beach, FL 33051-0141)
August 15 th , 2024	4:00 pm	Last day for submission of written questions to the City
August 22 nd , 2024	4:00 pm	Last day for the City to post answers to questions
August 29 th , 2024	9:30 am	Bid Due & Bid Opening (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)
September 13 th , 2024	9:30 am	Review Committee Meeting Recommendation to Award* *Can be posted on or before date
September 19 th , 2024	9:30 am	City Commission Meeting (Open to Public – 600 W. Ocean Dr., Key Colony Beach, FL 33051-0141)

II. Conditions

The Contractor is responsible for being familiar with all conditions, instructions, and documents governing this contract. Failure to make such preparations shall not excuse the Contractor from performance of the duties and obligations imposed under the terms of this contract. Contractors are encouraged to bid each phase of the project separately and provide options reducing the cost of the phase or total project. The Contractor shall complete a debarment certification, drug free workplace certification, sworn statement on public entity crimes, non-collusion affidavit of bidder, affidavit regarding the use of coercion for labor and services, business/personal relationship disclosure affidavit, executed contractor agreement, E-Verify affidavit, and provide four (4) references with knowledge of similar projects bidder completed (all incorporated herein) and agrees to full comply with Florida Public Records Laws as part of any agreement under the Invitation to Bid.

III. Cone of Silence

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

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

IV. Insurance Requirements:

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

Property Damage	\$1,000,000 (each accident)
Bodily Injury	\$500,000 (each person)
	\$1,000,000 (each accident)

Workmen's Compensation Insurance:	All Liability imposed Workmen's Compensation statute
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Employer's Liability Insurance	\$100,000
Contractual Liability Insurance	\$500,000

Completed Operations Insurance	\$500,000 Owned, Hired, and Non-Ownership
Vehicle Bodily Injury and Property Damaged to the following Limits	

V. Scope of Work:

The Contractor will complete the project or projects based on specifications listed under Bid Specifications and all manufacturing instructions related to the use of the products selected. Bidder will provide a timeline for completion of work.

VI. Site Restoration:

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

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

VII. Guarantees:

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

VIII. Quotes:

All proposed work will be included in the quote.

IX. Billing/invoicing:

Each phase is subject to budget and appropriation. All billing and invoicing will be done at the completion of the project.

X. Rejection of Bids:

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

B. The City reserves the right:

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

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

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

D. Bids may also be rejected if they are made by a vendor that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial

stability or quality of services, supplies, materials, equipment or labor.

XI. Successful Bid:

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

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

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

XII. Change Orders:

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

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

XIII. Construction Contracts:

A. The vendor must comply with all applicable laws prerequisite to doing business in the state.

B. The vendor must have a valid Federal Employer Tax Identification Number or Tax Identification Number (for individuals).

C. The vendor must provide a Statement of Compliance with provisions of the State and Federal Equal Opportunity Employer requirements.

D. The vendor must provide evidence of any professional or trade license required by law or local ordinance for any trade or specialty area in which the Contractor is seeking a contract award. Additionally, the Contractor must disclose any suspension or revocation of such license held by the company, or of any director, officer or manager of the company. Any material changes to the Contractor's status, at any time, must be reported in writing to the City within 14 days of its occurrence. Failure to comply with this requirement is grounds for the Contractor to be deemed non-responsible.

E. The vendor must provide the name and addresses of all known Subcontractors, the general type of work to be performed by these Subcontractors and the expected amount of money that each will receive under the contract. If at any time during the term of the contract a Contractor

adds or changes any Subcontractors, he or she shall promptly notify, in writing, the City or their designee of the names and addresses of each new or replaced Subcontractor and the general type of work to be performed.

F. The vendor must provide an affidavit indicating all incomplete work under Contractor and all pending Contractors, along with a schedule of the expected completion of each such contract.

XIV. Additional Items

CONTRACT REQUIREMENTS

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

Indemnification

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

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**Bid Specifications
Tennis and Pickleball Courts
7th and 8th Street Parks
City of Key Colony Beach, FL 33051**

Location:

The two (2) tennis courts and six (6) pickleball courts shall be constructed at 7th and 8th Street Parks in the City of Key Colony Beach, Monroe County, FL 33051.

Court Dimensions:

See attached Exhibit A.

Tennis Court Scope of Work:

The Contractor will remove the existing basketball court pavement, remove tree root balls, and backfill and compact with base material. The Contractor will need to excavate, backfill, and compact under proposed tennis court. Contractor will install net post foundation. The Contractor will furnish and install compacted asphalt playing surface to the dimensions shown and a ten (10) foot perimeter chain link fence and repair asphalt disturbed by fence posts foundation installation. The Contractor is responsible for repairing asphalt disturbed by the fence post foundation installation. Contractor will apply playing surface and striping, and furnish and install tennis posts and nets. The City shall be responsible for relocating existing electrical and water service at the site. Proposed tennis courts shall be located in accordance with the dimensions provided on Sheet S-1, in the Engineering Plan attached hereto as Exhibit A. Additional details provided in the engineering plans, attached and labeled hereto as Exhibit A and technical specifications attached and labeled hereto as Exhibit B.

Pickleball Court Scope of Work:

The Contractor will sawcut the existing playing court surface along inside edge of ten (10) foot fence foundations to be removed. Contractor will remove the existing ten (10) foot fence, foundations, and playing surface pavement along the side to be expanded. Contractor will excavate, backfill, and compact under the expanded court area. The Contractor will finish and install compacted asphalt playing surface to the dimensions shown in Exhibit A. The Contractor will patch and repair existing tennis court net post sleeves. Contractor will cut playing surface and install new net pole foundation and four (4) foot chain line fence foundations. Contractor will furnish and install ten (10) foot chain link fence posts and foundations, and repair playing surface around the new net and fence post and poles. The Contractor will install additional chain link fence where required and apply playing surface and basketball and pickleball striping. Contractor will furnish and install net posts and pickle nets. The City shall be responsible for relocating existing electrical and water service at the site. Additional details provided in the engineering plans, attached and labeled hereto as Exhibit A and technical specifications attached and labeled hereto as Exhibit B.

DRUG FREE WORKPLACE CERTIFICATION

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

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

Applicant's Signature

Date

CONTRACTOR AGREEMENT

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

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

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

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

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

**Key Colony Beach
Tennis Court and Pickleball Court Construction**

Bid Form

The bidder shall furnish all labor, materials, plant, equipment and incidentals to perform the work associated with this project as shown on the plans and as specified.

Base Bid:

Construct 2 Tennis Courts 7 th St,	\$ _____ _____	Lump Sum (words)
---	-------------------	---------------------

Add Alternate Items:

Convert Existing 8 th St. Tennis Courts to 6 Pickelball Courts	\$ _____ _____	Lump Sum (words)
--	-------------------	---------------------

Additional Excavation, Rock Base And Compaction	\$ _____ _____	Per CY Excavation (words)
--	-------------------	------------------------------

Deduct Alternate Items:

Deduct the cost to furnish, and install the 10 ft perimeter fence system and foundations at the 7 th St Tennis Courts	\$ _____ _____	Lump Sum (words)
--	-------------------	---------------------

Deduct the cost to furnish and install the additional 10 ft perimeter fence system and interior 4 ft fence system at the 8 th St Pickelball Courts	\$ _____ _____	Lump Sum (words)
---	-------------------	---------------------

The City reserves the right to accept or reject all bids. If accepted, the award will be made for the Base Bid and may be modified by any combination of the Add/Deduct Alternate Items shown above, at the City's discretion.

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

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**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:

NON-COLLUSION AFFIDAVIT OF BIDDER

State of _____
County of _____

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2024

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: _____

REFERENCES

Provide at least four (4) references for which the reference is in a position to recommend the bidder's qualifications for the same or similar work. Each reference shall include, at a minimum:

Name and full address of reference organization

Name of Contact person for contract

Telephone number(s)

Brief summary comparing the referenced services to these proposed services

CLIENT NAME & ADDRESS	TELEPHONE NUMBER	NAME OF CONTACT	SUMMARY

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

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

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

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

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

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

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

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

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

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

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

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

Dated: _____

(Signature of Authorized Representative)

Print: _____

STATE OF _____,
COUNTY OF _____

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

NOTARY PUBLIC

My commission expires

DEBARMENT CERTIFICATION

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

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

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

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

Date

(Signature of Authorized Representative)

STATE OF _____, COUNTY OF _____

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

_____ day of _____
_____ 20 _____.

Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL

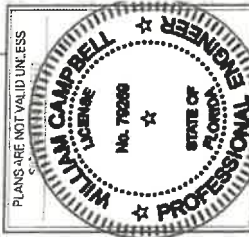
EXHIBIT A

480 8TH ST. KEY COLONY BEACH, 33161
KEY COLONY BEACH FIRST ADDN AND PLAT PB4-11 SHELTER KEY PT TRACT C BLK 8
ORD 95-642
A/E (EL 71) MAP & PANEL 12087C 1382K, EFFECTIVE 02-18-2005
EL 8'
5.61 AC
PUBLIC BUILDINGS AND GROUNDS (PR) / PUBLIC RECREATION (PR)
N/A
FRONT - 25 FT
SIDES - 20 FT
REAR - 25 FT
40'
20%
MAY BUILDING HEIGHT
MIN OPEN SPACE

DESIGN LOADS (MINIMUM)		WIND DESIGN SPECIFICATIONS:				II	
A	ROOF DEAD LOAD	17 PSF LIVE (AL)	A	BUILDING OCCUPANCY CATEGORY	V-B		
B	ROOF LIVE LOAD	20 PSF	B	CONSTRUCTION TYPE	R-3		
C	DEAD LOAD FOR UPLIFT CALCULATION	7PSF	C	OCCUPANCY CLASSIFICATION			
D	FLOOR DEAD LOAD (WOOD FRAMING)	20 PSF	D	WIND SPEED	180 MPH		
E	FLOOR DEAD LOAD (12" CONCRETE)	150 PSF	a	ULTIMATE (LFD) ^a	140 MPH		
F	FLOOR LIVE LOAD (LIVING AREAS)	40 PSF	b	ALLOWABLE (ASD)			
G	FLOOR LIVE LOAD (BALCONY AREAS)	60 PSF	E	WIND EXPOSURE CATEGORY	ENCLOSURE		
H	STAIRS LIVE LOAD	40 PSF	F	ENCLOSURE CLASSIFICATION	+/- 0.1p		
I	NON-CONCURRENT	200 LBS	G	INTERNAL PRESSURE COEFFICIENT	YES		
J	GUARD RAILS/HANDRAILS		H	WIND-BORNE DEBRIS AREA	REFER TO DRAWINGS FOR STRUCTURE HEIGHT AND AREA		
			J	STRUCTURAL LOADS AND DESIGN PRESSURES LISTED IN THESE PLANS ARE ALLOWABLE (ASD) UNLESS NOTED OTHERWISE			

An aerial photograph showing a large, modern, multi-story building complex, likely a government or institutional structure, surrounded by greenery and parking areas. The building has a distinctive curved, semi-circular design. It is situated in a landscaped area with green lawns and parking lots. The surrounding area includes other buildings and infrastructure, suggesting an urban or suburban setting.

CAMPBELL ENGINEERING
CONSULTANTS LLC



PROJECT #	4926
Date	July 16, 2024
SHEET 1 of 7	SHEET #
	CS

CS	PROJECT INFORMATION
GN	GENERAL NOTES
SP-1	SITE PLAN-1
SP-2	SITE PLAN-2
S1	TENNIS COURT PLAN
S2	PICKLEBALL COURT PLAN
S3	SECTION DETAILS

- NEW TENNIS AND PICKLEBALL COURTS PER MAN

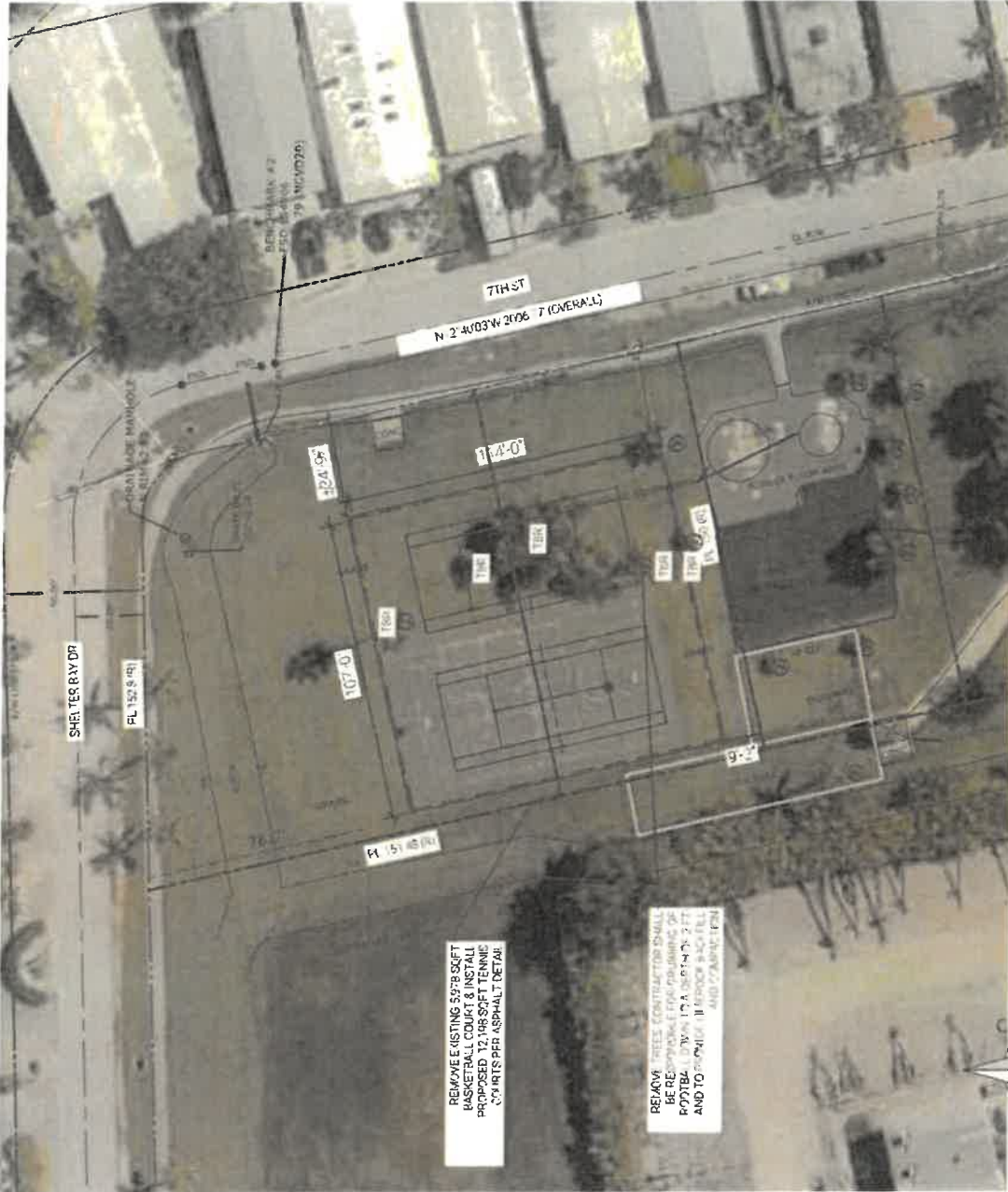
- 2023 FLORIDA BUILDING CODE 8TH EDITION BUILDINGS, FBC
- 2023 FLORIDA BUILDING CODE 8TH EDITION RESIDENTIAL, FBC-R
- 2023 FLORIDA MECHANICAL CODE FBC-M
- 2020 NATIONAL ELECTRICAL CODE NEC 2020
- 2023 FLORIDA PLUMBING CODE FBC-P
- 2023 FLORIDA FUEL GAS CODE 9TH EDITION, FFGC
- FLORIDA FIRE PREVENTION CODE FBC-FP
- NATIONAL FIRE PROTECTION ASSOCIATION NFPA

COVER SHEET

[illegible]

TENNIS COURT SCOPE OF WORK

- 1 REMOVE EXISTING BASKETBALL COURT PAVEMENT
- 2 REMOVE TREE ROOTBALLS AND BACKFILL & COMPACT WITH 1/4" 4" SE MATERIAL
- 3 EXCAVATE, BACKFILL AND COMPACT UNDER PROPOSED TENNIS COURT
- 4 INSTALL NET POST FOUNDATIONS
- 5 FURNISH AND INSTALL COMPACTED ASPHALT PLAYING SURFACE TO THE DIMENSIONS SHOWN
- 6 FURNISH AND INSTALL 10FT PERIMETER CHAIN LINK FENCE REPAIR ASPHALT DISTURBED BY FENCE POST FOUNDATION INSTALLATION
- 7 APPLY PLAYING SURFACE AND STRIPING
- 8 FURNISH AND INSTALL TENNIS POSTS AND NETS
- 9 CITY SHALL BE RESPONSIBLE FOR RELOCATING EXISTING ELECTRICAL AND WATER SERVICE AT THE SITE
- 10 PROPOSED TENNIS COURTS SHALL BE LOCATED IN ACCORDANCE WITH THE DIMENSIONS PROVIDED ON SHEET S-1.

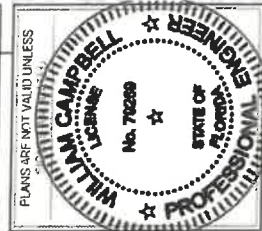


CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION

480 8TH ST. KEY COLONY BEACH, FL

CAMPBELL ENGINEERING CONSULTANTS LLC

William R. Campbell P.E.
Email: will@cecllc.com
Phone: 305-735-4626
License # 79263
CA/Registry # 2143



PROJECT # 4926

Date July 10, 2024

SHEET 3 of 7

SHEET # SP-1

PICKLEBALL COURT SCOPE OF WORK

- 1 SAWCUT EXISTING PLAYING COURT SURFACE ALONG INSIDE EDGE OF 10 FT FENCE FOUNDATIONS TO BE REMOVED
- 2 REMOVE EXISTING 10 FT FENCE FOUNDATIONS AND PLAYING SURFACE PAVEMENT ALONG THE SIDE TO BE EXPANDED
- 3 EXCAVATE, BACKFILL AND COMPACT UNDER THE EXPANDED COURT AREA
- 4 FURNISH AND INSTALL COMPACTED ASPHALT PLAYING SURFACE TO THE DIMENSIONS SHOWN
- 5 PATCH AND REPAIR EXISTING TENNIS COURT NET POST SLEEVES
- 6 CUT PLAYING SURFACE AND INSTALL NEW NET POLE FOUNDATION AND 4 FOOT CHAIN LINK FENCE FOUNDATIONS
- 7 FURNISH AND INSTALL 10 FT PERIMETER CHAIN LINK FENCE POSTS AND FOUNDATIONS
- 8 REPAIR PLAYING SURFACE AROUND NEW NET AND FENCE POST AND POLES
- 9 INSTALL ADDITIONAL CHAIN LINK FENCE WHERE REQUIRED
- 10 APPLY PLAYING SURFACE AND BASKETBALL AND PICKLEBALL STRIPING
- 11 FURNISH AND INSTALL NET POSTS, PICKLE NETS
- 12 CITY SHALL BE RESPONSIBLE FOR RELOCATING EXISTING ELECTRICAL AND WATER SERVICE AT THE SITE

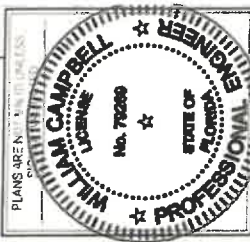


CONSTRUCTION PROPOSED FOR
THE FOLLOWING LOCATION

480 8TH ST, KEY COLONY
BEACH, FL

CAMPBELL ENGINEERING
CONSULTANTS LLC

William R Campbell P E
Email will@cecfl.com
Phone # 305-735-4626
CA/Registry # 31437
License # 79263



PROJECT #
4926

Date
July 16, 2024

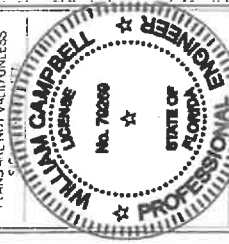
SHEET 4 of 7
SHEET #

SP2

480 8TH ST, KEY COLONY
BEACH, FL

William R Campbell F E
Email: will@ccetf.com
Phone # 305-735-4626
License # 79269
CA/Registry # 21427

P: ANS ARE NOT VALID UNLESS



PROJECT #

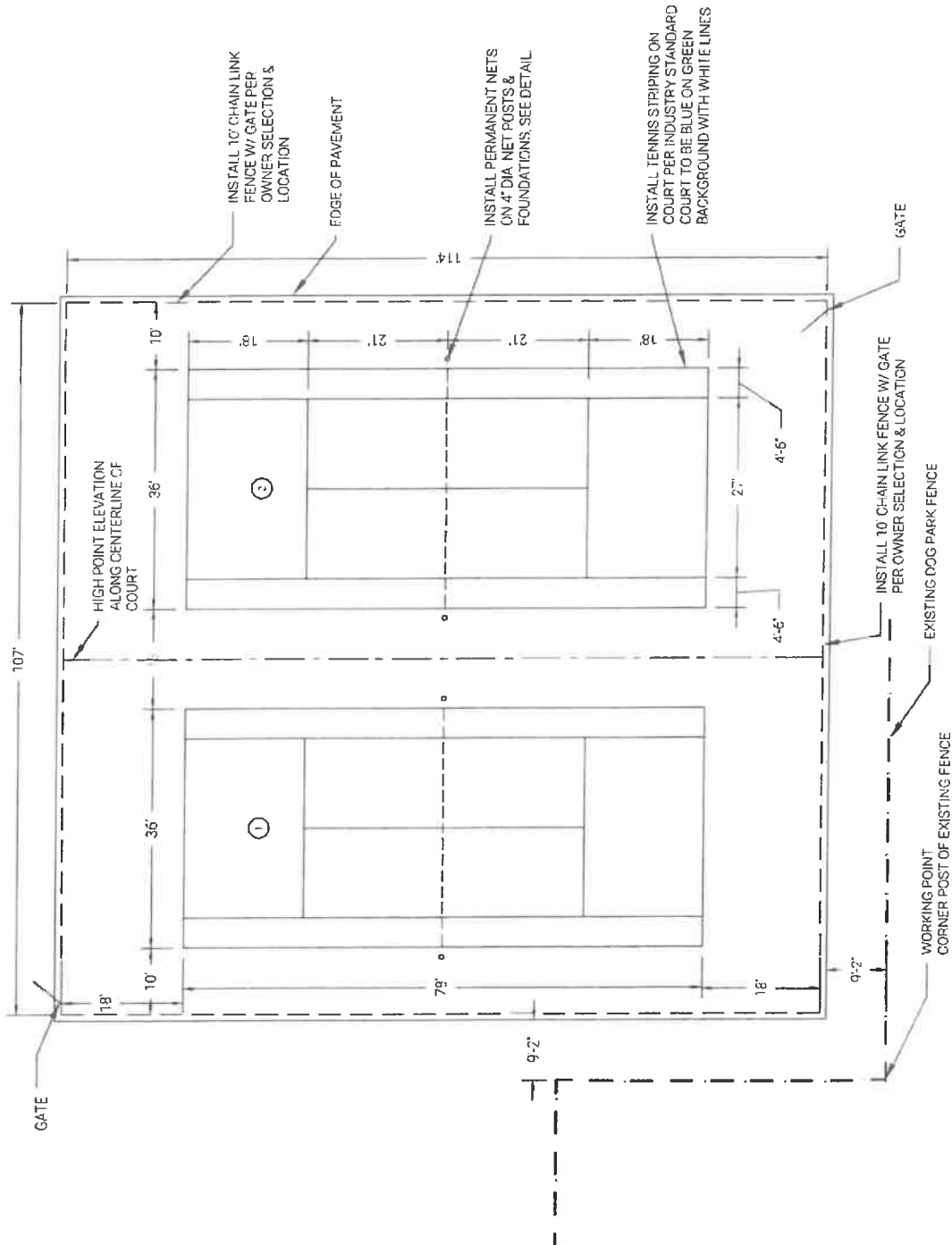
4926

Date
July 16, 2024

SHEET 5 of 7

133HS

5



TENNIS COURT PLAN

SCALE 1/32"=1'-0"

CONSTRUCTION PROPOSED FOR THE FOLLOWING LOCATION

4808 8TH ST. KEY COLONY BEACH, FL

CAMPBELL ENGINEERING

CONSULTANTS LLC

William R. Campbell P.E.

License # 75263

CA/Registry # 2142

Email: will@cce1k.com

Phone # 305-735-4626

PLANS ARE NOT VALID UNLESS SIGNED BY THE ENGINEER

WILLIAM CAMPBELL

PROFESSIONAL ENGINEER

STATE OF FLORIDA

License No. 75263

PROJECT #

4926

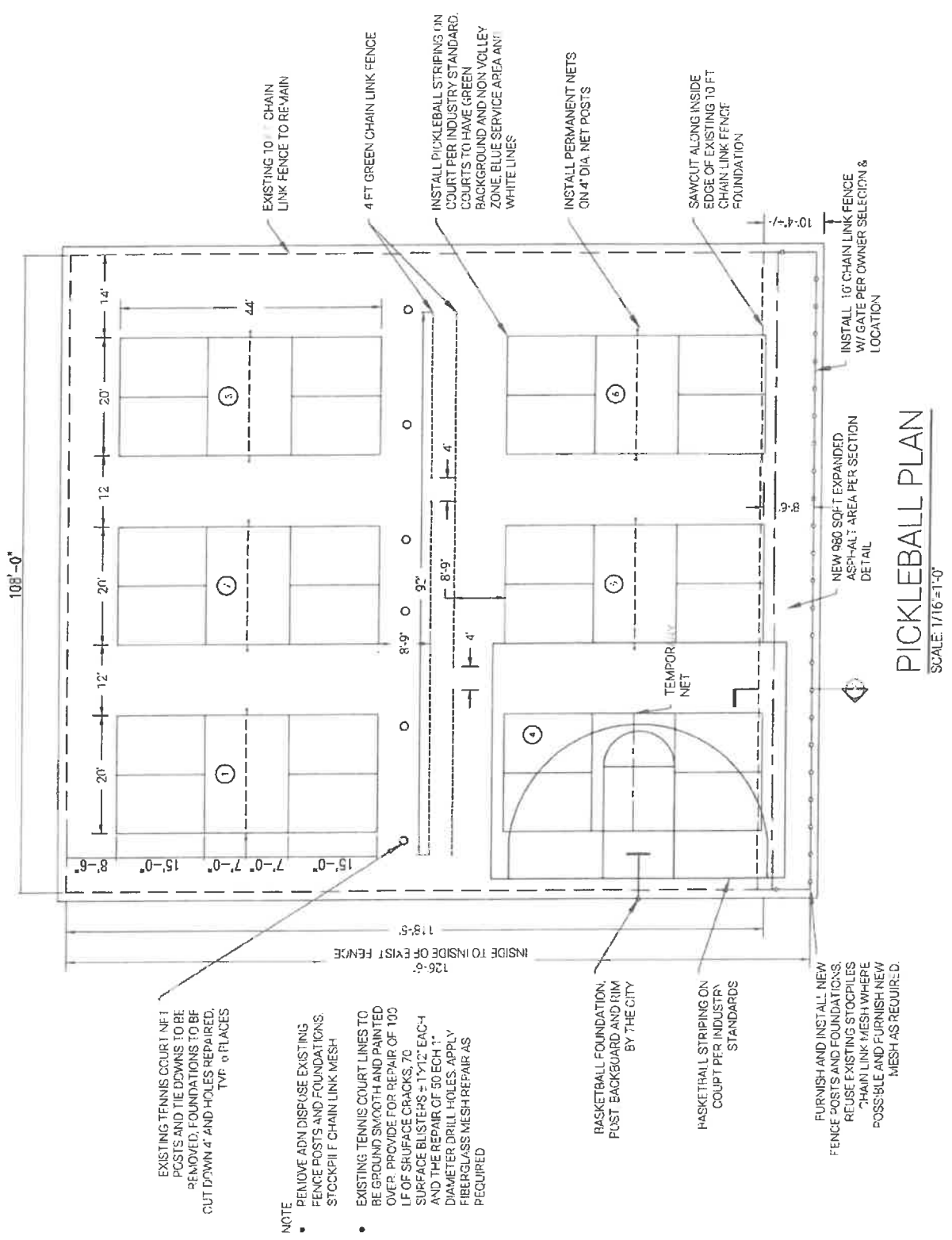
Date

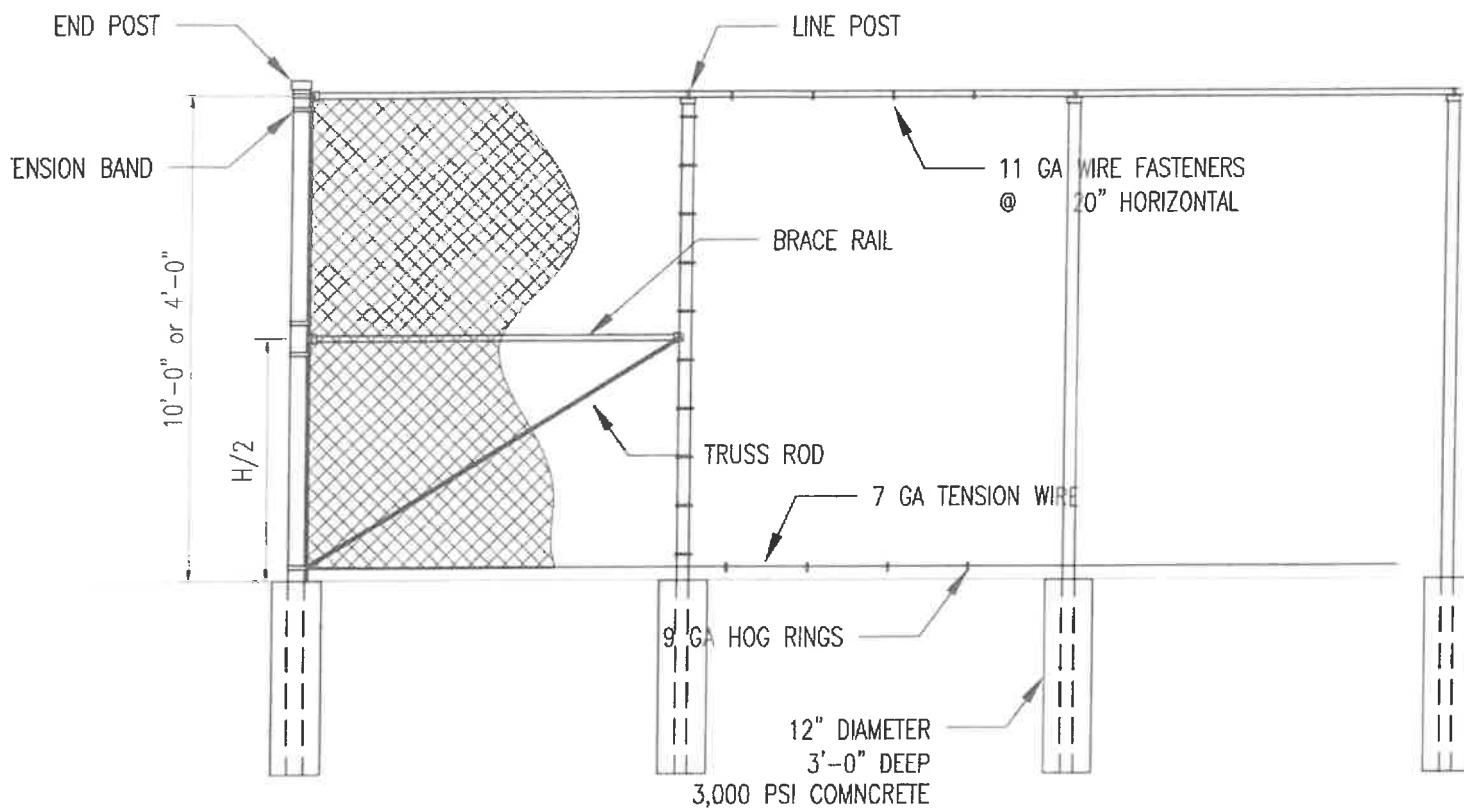
July 16, 2024

SHEET 6 of 7

SHEET #

S-2





ATTACH ALL MESH AT 20"
HORIZONTALLY AND 12"
VERTICALLY.

ALL FENCING AND COMPONENTS SHALL BE PVC
COATED IN ACCORDANCE WITH THE SPECS.
COLOR SHALL BE AS INDICATED IN THE PLANS.

TYPICAL FENCE DETAIL

EXHIBIT B

TECHNICAL SPECIFICATION

Section	Page
1. Clearing and Grubbing	2
2. Rock Base	10
3. Superpave Asphalt Base	20
4. Acrylic Crack Repair	24
5. Asphalt Court Finish	26
6. Acrylic Playing Surface	28
7. Vinyl Coated Fencing	32

CONSTRUCTION DETAILS

1. Tennis Court Net, Post and Foundation
2. Pickelball Court Net, Post and Foundation

SECTION 110

CLEARING AND GRUBBING

110-1 Description.

Clear and grub within the areas shown in the Plans. Remove and dispose of all trees, stumps, roots and other such protruding objects, buildings, structures, appurtenances, existing flexible asphalt pavement, and other facilities necessary to prepare the area for the proposed construction. Remove and dispose of all product and debris not required to be salvaged or not required to complete the construction. Include the cost of excavation to the limits shown on the plans.

Perform miscellaneous work necessary for the complete preparation of the overall project site as specified in 110-10.

110-2 Standard Clearing and Grubbing.

110-2.1 Work Included: Completely remove and dispose of all buildings, timber, brush, trees, stumps, roots, rubbish, debris, existing flexible pavement and base, drainage structures, culverts, and pipes. Remove all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas.

Perform standard clearing and grubbing within the following areas:

1. All areas where excavation is to be done, including borrow pits, lateral ditches, right-of-way ditches, etc.
2. If constructing over an existing road, remove existing asphalt pavement. If shown in the Contract Documents, remove existing pavement base.
3. All areas where roadway embankments will be constructed.
4. All areas where structures will be constructed, including pipe culverts and other pipe lines.

110-2.2 Depths of Removal of Roots, Stumps, and Other Debris: In all areas where excavation is to be performed, or roadway embankments are to be constructed, remove roots and other debris to a depth of 12 inches below the ground surface. Remove roots and other debris from all excavated material to be used in the construction of roadway embankment or roadway base. Plow the surface to a depth of at least 6 inches, and remove all roots thereby exposed to a depth of at least 12 inches. Completely remove and dispose of all stumps within the roadway right-of-way.

Remove all roots, etc., protruding through or appearing on the surface of the completed excavation within the roadway area and for structures, to a depth of at least 12 inches below the finished excavation surface.

Remove or cut off all stumps, roots, etc., below the surface of the completed excavation in borrow pits, material pits, and lateral ditches.

In borrow and material pits, do not perform any clearing or grubbing within 3 feet inside the right-of-way line.

Within all other areas where standard clearing and grubbing is to be performed, remove roots and other debris projecting through or appearing on the surface of the original ground to a depth of 12 inches below the surface, but do not plow or harrow these areas.

110-2.3 Boulders: Remove any boulders encountered in the roadway excavation (other than as permitted under the provisions of 120-7.2) or found on the surface of the ground. When approved by the Engineer place boulders in neat piles inside the right of way. The Contractor may stockpile boulders encountered in Department-furnished borrow areas, which are not suitable for use in the embankment construction, within the borrow area.

110-2.4 Asbestos Containing Materials (ACM) Not Identified Prior to the Work: When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer, in accordance with 110-6.5.

110-3 Selective Clearing and Grubbing.

110-3.1 General: Remove and dispose of vegetation, obstructions, etc., as shown in the Plans. Provide acceptable fill material, and grade and compact holes or voids created by the removal of the stumps. Perform all selective clearing and grubbing in accordance with ANSI A300.

No staging, storing, stockpiling, parking or dumping will be allowed in selective clearing and grubbing areas. Only mechanical equipment related to selective clearing and grubbing activities will be allowed in selective clearing and grubbing areas. Protect trees to remain from trunk, branch and root damage.

110-3.2 Protection of Plant Preservation Areas: Areas to remain natural may be designated in the Plans. No clearing and grubbing, staging, storage, stockpiling, parking or dumping is allowed in these areas. Do not bring equipment into these areas.

110-3.3 Tree Protection Barrier: Construct a tree protection barrier in accordance with Standard Plans Index 110-100 and the Plans. Maintain barrier for duration of the Contract.

110-3.4 Tree Root and Branch Pruning: When pruning cuts or root pruning to existing trees are shown in the Plans, work is to be supervised on site by an International Society of Arboriculture (ISA) Certified Arborist and performed in accordance with ANSI A300.

110-3.5 Tree Removal: Remove trees as shown in the Plans.

110-4 Protection of Property Remaining in Place.

Protect property to remain in place in accordance with 7-11.

110-5 Removal of Buildings.

110-5.1 Parts to be Removed: Completely remove all parts of the buildings, including utilities, plumbing, foundations, floors, basements, steps, connecting concrete sidewalks or other pavement, septic tanks, and any other appurtenances, by any practical manner which is not detrimental to other property and improvements.

Remove utilities to the point of connection to the utility authority's cut-in. After removing the sewer connections to the point of cut-in, construct a concrete plug at the cut-in point, as directed by the Engineer, except where the utility owners may elect to perform their own plugging. Contact the appropriate utility companies prior to removal of any part of the building to ensure disconnection of services.

Submit demolition schedule 15 working days before beginning any demolition or renovation of a building.

110-5.2 Removal by Others: Where buildings within the area to be cleared and grubbed are so specified to be removed by others, remove and dispose of any foundations, curtain walls, concrete floors, basements or other foundation parts which might be left in place after such removal of buildings by others.

110-6 Removal of Existing Bridges.

110-6.1 General: The work under this Article includes bridges, as defined in 1-3.

Remove and dispose of the materials from existing bridges. Remove

1. those bridges and approach slabs, or portions of bridges, shown in the Plans to be removed,
2. those bridges and approach slabs, or portions of bridges, found within the limits of the area to be cleared and grubbed, and directed by the Engineer to be removed,
3. those bridges and approach slabs, or portion of bridges, which are necessary to be removed in order to complete the work, and
4. other appurtenances or obstructions which may be designated in the Contract Documents to be included as an item of payment for the work under this Article.

Submit schedule information and demolition plan for approval 15 working days before beginning any demolition or renovation of any structures.

110-6.2 Method of Removal:

110-6.2.1 General: Remove the structures in such a way so as to leave no obstructions to any proposed new bridge or to any waterways. Pull, cut off, or break off pilings to the requirements of the permit or other Contract Documents, or if not specified, not less than 2 feet below the finished graded surface. In the event that the Plans indicate channel excavation to be done by others, consider the finished graded surface as the limits of such excavation. For materials which are to remain the property of the Department or are to be salvaged for use in temporary bridges, avoid damage to such materials, and entirely remove all bolts, nails, etc. from timbers to be so salvaged. Mark structural steel members for identification as directed.

110-6.2.2 Removal of Steel Members with Hazardous Coatings: Submit to the

Engineer for approval the "Contractor's Lead in Construction Compliance Program", QP2 certification from the Society for Protective Coatings (SSPC) from the firm actually removing and disposing of these steel members before any members are disturbed.

Vacuum power tool clean any coated steel member to bare metal as defined by SSPC-SP11 a minimum of 4 inches either side of any area to be heated (e.g. torch cutting, sawing, grinding, etc.) in accordance with 29 CFR 1926.354. Abrasive blasting is prohibited.

110-6.3 Partial Removal of Bridges: On concrete bridges to be partially removed and widened, remove concrete by manually or mechanically operated pavement breakers, by concrete saws, by chipping hammers, or by hydro-demolition methods. Do not use explosives. Where concrete is to be removed to neat lines, use concrete saws or hydro-demolition methods capable of providing a reasonably uniform cleavage face. If the equipment used will not provide a uniform cut without surface spalling, first score the outlines of the work with small trenches or grooves. For all demolition methods, submit for review and approval of the Engineer, a demolition plan that describes the method of removal, equipment to be used, types of rebar splices or couplers, and method of straightening or cutting rebar. In addition, for hydrodemolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

110-6.4 Authority of U.S. Coast Guard: For bridges in navigable waters, when constructing the project under authority of a U.S. Coast Guard permit, the U.S. Coast Guard may inspect and approve the work to remove any existing bridges involved therein, prior to acceptance by the Department.

110-6.5 Asbestos Containing Materials (ACM) Not Identified Prior to the Work: When encountering or exposing any condition indicating the presence of asbestos, cease operations immediately in the vicinity and notify the Engineer.

Make every effort to minimize the disturbance of the ACM. Immediately provide provisions for the health and safety of all jobsite personnel and the public that may be exposed to any ACM. Provisions shall meet all applicable Federal, State, and Local Rules and Regulations regarding potentially hazardous conditions due to ACM.

The Engineer will notify the District Contamination Impact Coordinator (DCIC) who will engage the services of the Department's Contamination Assessment/Remediation Contractor (CAR). Provide access to the potential contamination area. Preliminary investigation by the CAR Contractor will determine the course of action necessary for site security and the steps necessary to resolve the contamination issue.

The CAR Contractor will perform an asbestos survey to delineate the asbestos areas, and identify any staging or holding areas that will be needed for assessment or abatement of the asbestos material.

The CAR Contractor will maintain jurisdiction over activities within areas contaminated with ACM including staging and holding areas. The CAR

Contractor will be responsible for the health and safety of workers within these delineated areas. Provide continuous access to these areas for the CAR Contractor and representatives of regulatory or enforcement agencies having jurisdiction.

Coordinate with the CAR Contractor and Engineer to develop a work plan with projected completion dates for the final resolution of the contamination, in coordination with any regulatory agencies as appropriate. Use the work plan and schedule as a basis for planning the completion of all work efforts. The Engineer may grant Contract Time extensions according to the provisions of 8-7.3.2.

Cooperate with the CAR Contractor to expedite integration of the CAR Contractor's operations into the construction project. Adjustments to quantities or to Contract unit prices will be made according to work additions or reductions on the part of the Prime Contractor in accordance with 4-3.

The Engineer will inform the Prime Contractor when operations may resume in the affected area.

110-7 Removal of Existing Concrete.

Remove and dispose of existing Portland cement concrete pavement, sidewalk, slope pavement, ditch pavement, curb, and curb and gutter, etc., where shown in the Plans.

Remove all gravity walls, noise/sound walls, retaining walls, MSE walls, perimeter walls, and roadway concrete barriers, where shown in the Plans. All ancillary elements of these concrete features being removed including, but not limited to, base, leveling pads, copings, reinforcing steel or straps, footings, edgedrains, etc, are incidental and included in the cost of the removal.

110-8 Ownership of Materials.

Except as may be otherwise specified in the Contract Documents, take ownership of all buildings, structures, appurtenances, and other materials removed and dispose of them in accordance with 110-9.

110-9 Disposal of Materials.

110-9.1 General: Either stack materials designated to remain the property of the Department in neat piles within the right-of-way, load onto the Department's vehicles, or deliver to location designated in the Plans.

Dispose of timber, stumps, brush, roots, rubbish, and other material resulting from clearing and grubbing in areas and by methods meeting the applicable requirements of all Federal, State and Local Rules and Regulations. Do not block waterways by the disposal of debris.

With the approval of the Engineer, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in the Department's right-of-way.

110-9.2 Burning Debris: Where burning of such materials is permitted, perform all such burning in accordance with the applicable Federal, State and Local rules and regulations. Perform all burning at locations where trees and shrubs adjacent to the cleared area will not be harmed.

110-9.3 Timber and Crops: The Contractor may sell any merchantable timber, fruit trees, and crops that are cleared under the operations of clearing and grubbing for his own benefit, subject to the provisions of 7-1.2, which may require that the timber, fruit trees, or crops be burned at or near the site of their removal, as directed by the Engineer. The Contractor is liable for any claims which may arise pursuant to the provisions of this Subarticle.

110-9.4 Disposal of Treated Wood: Treated wood must be handled and disposed of properly during removal. Treated wood should not be cut or otherwise mechanically altered in a manner that would generate dust or particles without proper respiratory and dermal protection. The treated wood must be disposed of in at least a lined solid waste facility or through recycling/reuse. Treated wood shall not be disposed by burning or placement in a construction and demolition (C&D) debris landfill.

110-9.5 Hazardous Materials/Waste: Handle, transport, and dispose of hazardous materials/waste in accordance with all Federal, State, and Local Rules and Regulations including, but not limited to, the following:

1. SSPC Guide 7
2. Federal Water Pollution Control Act, and
3. Resource Conservation and Recover Act (RCRA).

Accept responsibility for the collection, sampling, classification, packaging, labeling, accumulation time, storage, manifesting, transportation, treatment and disposal of hazardous materials/waste, both solid and liquid. Separate all solid and liquid waste and collect all liquids used at hygiene stations and handle as hazardous materials/waste. Obtain written approval from the Engineer for all hazardous materials/waste stabilization methods before implementation.

Obtain an EPA/FDEP Hazardous Waste Identification Number (EPA/FDEP ID Number) before transporting and/or disposal of any hazardous materials/waste. List the Department as the generator for hazardous materials/waste resulting from removal or demolition of Department materials.

Submit the following for the Engineers' approval before transporting, treatment or disposal of any hazardous materials/waste:

1. Name, address and qualifications of the transporter,
2. Name, address and qualifications of the treatment facility,
3. Proposed treatment and/or disposal of all Hazardous Materials/Waste.
4. EPA/FDEP Hazardous Waste Identification Number Application Form.
5. Manifest forms.

Transport all hazardous materials/waste in accordance with applicable Federal,

State, and Local Rules and Regulations including, but not limited to, the 40 CFR 263 Standards.

Submit all final Hazardous Materials/Waste manifest/bills of lading and certificates of disposal to the Engineer within 21 days of each shipment.

110-9.5.1 Steel Members with Hazardous Coating: Dispose of steel members with hazardous coating in one of the following manners:

1. Deliver the steel members and other hazardous waste to a licensed recycling or treatment facility capable of processing steel members with hazardous coating.

2. Deliver the steel members with hazardous coating to a site designated by the Engineer for use as an offshore artificial reef. Deliver any other hazardous materials/waste to a licensed hazardous materials/waste recycling treatment facility.

Dismantle and/or cut steel members to meet the required dimensions of the recycling facility, treatment facility or offshore artificial reef agency.

All compensation for the cost of removal and disposal of hazardous materials/waste will be included in the Cost of Removal of Existing Structures.

110-9.5.2 Certification of Compliance: Submit certification of Compliance from the firm actually removing and disposing of the hazardous materials/waste stipulating, the hazardous materials/waste has been handled, transported and disposed of in accordance with this Specification. The Certification of Compliance shall be attested to by a person having legal authority to bind the company.

Maintain all records required by this Specification and ensure these records are available to the Department upon request.

110-10 Miscellaneous Operations.

110-10.1 Water Wells Required to be Plugged: Fill or plug all water wells within the right-of-way, including areas of borrow pits and lateral ditches, that are not to remain in service, in accordance with applicable Federal, State, and Local Rules and Regulations.

Cut off the casing of cased wells at least 12 inches below the existing surface or 12 inches below the elevation of the finished graded surface, whichever is lower. Water wells, as referred to herein, are defined either as artesian or non-artesian, as follows:

1. An artesian well is an artificial hole in the ground from which water supplies may be obtained and which penetrates any water-bearing rock, the water in which is raised to the surface by natural flow or which rises to an elevation above the top of the waterbearing bed. Artesian wells are further defined to include all holes drilled as a source of water that penetrate any water-bearing beds that are a part of the artesian water system of Florida, as determined by representatives of the applicable Water Management District.

2. A non-artesian (water-table) well is a well in which the source of water is an unconfined aquifer. The water in a non-artesian well does not rise above the source bed. **110-10.2 Leveling Terrain:** Within the areas between the limits of construction and the outer limits of clearing and grubbing, fill all holes and other depressions, and cut down all mounds and ridges. Make the area of a sufficient uniform contour so that the Department's subsequent mowing and cutting operations are not hindered by irregularity of terrain. Perform this work regardless of whether the irregularities were the result of construction operations or existed originally.

110-10.3 Mailboxes: When the Contract Documents require furnishing and installing mailboxes, permit each owner to remove the existing mailbox. Work with the Local Postmaster to develop a method of temporary mail service for the period between removal and installation of the new mailboxes. Install the mailboxes in accordance with the Standard Plans.

200-10 110-11 Measurement and Payment. Measurement and Payment.

200-10.1 For the work noted as lump sum in the Bid Form, there shall be no separate measurement and payment for this item. The cost is to be included in the respective lump sum prices shown.

200-10.2 For the ADD ITEM of work measured by the CY (cubic yard), this item shall be measured and paid for by the CY of material excavated.

SECTION 200 ROCK BASE

200-1 Description.

Construct a base composed of base rock. Do not use recycled concrete aggregate (RCA) base on interstate roadways.

200-2 Materials.

200-2.1 General: Meet the requirements of Section 911 for the particular type of base to be constructed. The Contractor may use more than one source of base rock on a single Contract provided that a single source is used throughout the entire width and depth of a section of base. Obtain approval from the Engineer before placing material from more than one source. Place material to ensure total thickness single source integrity at any station location of the base. Intermittent placement or "blending" of sources is not permitted. Base rock may be referred to hereinafter as "rock".

The reuse of existing base may be considered provided it meets the requirements of this Section. Submit as a Cost Savings Initiative Proposal in accordance with Section 4.

200-2.2 Existing Rock: Meet the following requirements for use of existing rock on the same project:

1. Notify the Engineer in writing prior to excavating existing rock. Do not mill any existing rock from the roadway.
2. Submit a process control plan, herein referred to as "Plan" consisting of the following:

- a. Locations where existing rock will be removed from the roadway.
- b. Locations where existing rock will be used for new construction.
- c. Method of excavation, transport, and placement to ensure excavated

rock will be kept separate from other approved stockpiles. Excavation methods that may result in damage to the rock rendering it unfit to be used as base will not be approved.

- d. Proposed measures to prevent contamination and segregation.
- e. Proposed locations and methods for constructing stockpiles for sampling and testing.
- f. Method for sampling and reporting test results.

3. The Engineer will coordinate the review of the "Plan" with the District Materials Office.
4. Upon the Engineer's review of the "Plan", build a preliminary stockpile, not to exceed 1,000 cubic yards.
5. Collect and test a minimum of three samples from the preliminary stockpile. Once the stockpile has been sampled, do not add any additional material to the stockpile. Determine compliance with 200-2.1, with the exception of carbonate contents. Reject any stockpile if the Limerock Bearing Ratio (LBR) is less than 100. Engineer will sample and test the preliminary stockpile to verify compliance with this Section.
6. If all test results meet the requirements of this Section, the Engineer will notify the Contractor in writing of the approved status of the preliminary stockpile based on the analysis of test data performed by the District Materials Office.
7. If the use of existing rock is approved, continue to produce additional stockpiles not exceeding 1,000 cubic yards. Ensure the rock meets the requirements of this Section by sampling and testing each new stockpile at a minimum frequency of one sample per 400 cubic yards. Once a stockpile has been sampled, do not add additional material to that stockpile. The District Materials Office may also perform sampling and testing. Materials will be accepted if test results meet the requirements of this Section.
8. After 10 consecutive quality control (QC) LBR test results meet the requirements of the Section and no individual LBR test is less than 120, the sampling and testing frequency may be reduced to a minimum frequency of one sample per 800 cubic yards for each stockpile. Notify the Engineer in writing prior to reducing testing frequency. If any QC LBR test result falls below 120 or a stockpile is rejected, revert to original sampling frequency of one sample per 400 cubic yards.
9. Construct a new preliminary stockpile if there is a change in material, conditions not addressed in the "Plan" are encountered, or if production varies from the approved "Plan".

200-3 Equipment.

Use mechanical rock spreaders, equipped with a device that strikes off the rock uniformly to laying thickness, capable of producing even distribution. For crossovers, intersections and ramp areas; roadway widths of 20 feet or less; the main roadway area when forms are used and any other areas where the use of a mechanical spreader is not practicable; the Contractor may spread the rock using bulldozers or blade graders.

200-4 Transporting Rock.

Transport the rock to its point of use, over rock previously placed, if practicable, and dump it on the end of the preceding spread. Hauling and dumping on the subgrade will be permitted only when, in the Engineer's opinion, these operations will not be detrimental to the subgrade.

200-5 Spreading Rock.

200-5.1 Method of Spreading: Spread the rock uniformly. Remove all segregated areas of fine or coarse rock and replace them with properly graded rock.

200-5.2 Number of Courses: When the specified compacted thickness of the base is greater than 6 inches, construct the base in multiple courses of equal thickness. Individual courses shall not be less than 3 inches. The thickness of the first course may be increased to bear the weight of the construction equipment without disturbing the subgrade.

If, through field tests, the Contractor can demonstrate that the compaction equipment can achieve density for the full depth of a thicker lift, and if approved by the Engineer, the base may be constructed in successive courses of not more than 8 inches compacted thickness. The Engineer's approval of thick lift compaction will be based on results of a successful test section constructed using the Contractor's specified compaction effort. Notify the Engineer prior to beginning construction of a test section. Construct a test section of the length of one full LOT. Perform two sets of QC density tests per source at random locations within the test section. Each set will include five density tests. One set will include the entire lift thickness and the second set a dig down test of the bottom 6 inches at the same location where the thick lift test was taken.

All QC tests and a Department Verification test must meet the density required by 200-7.2.1. Identify the test section with the compaction effort and thickness in the Earthwork Records System (ERS) portion of the Department's database. Remove the materials above the bottom 6 inches, at no expense to the Department. After completion of a successful test section, the minimum density required on the thicker lift from thereon will be the average of the five density test results obtained on the thick lift.

Maintain the exposed surface as close to "undisturbed" as possible; no further compaction will be permitted during the test preparation. If unable to achieve the required density, remove and replace or repair the test section to comply with the specifications at no additional expense to the Department. The Contractor may elect to place material in 6 inches compacted thickness at any time.

Once approved, a change in the source of base material will require the construction of a new test section. Do not change the compaction effort once the test section is approved. The Engineer will periodically verify the density of the bottom 6 inches during thick lift operations.

The Engineer may terminate the use of thick lift construction and instruct the Contractor to revert to the 6 inches maximum lift thickness if the Contractor fails to achieve satisfactory results or meet applicable specifications.

200-5.3 Rock Base for Shoulder Pavement: Unless otherwise permitted, complete all rock base shoulder construction at any particular location before placing the final course of pavement on the traveled roadway. When dumping material for the construction of a rock base on the shoulders, do not allow material

capable of scarring or contaminating the pavement surface on the adjacent pavement. Immediately sweep off any rock material that is deposited on the surface course.

200-6 Compacting and Finishing Base.

200-6.1 General: Construct mainline pavement lanes, turn lanes, ramps, parking lots, concrete box culverts and retaining wall systems meeting the requirements of 120-8.1, except replace “embankment” with “base”.

Construct shoulder-only areas, shared use paths, and sidewalks. Meet the requirements of 120-8.1 except replace “embankment” with “base” meeting the acceptance criteria of 200-7.2. Shoulders compacted separately shall be considered separate LOTs.

200-6.1.1 Single Course Base: After spreading, scarify the entire surface, then shape the base to produce the required grade and cross slope, free of scabs and laminations, after compaction.

200-6.1.2 Multiple Course Base: Clean the first course of foreign material, then blade and bring it to a surface cross slope approximately parallel to the finished base. Before spreading any material for the upper courses, allow the Engineer to make density tests for the lower courses to determine that the required compaction has been obtained. After spreading the material for the top course, scarify finish and shape its surface to produce the required grade and cross slope, free of scabs and laminations, after compaction.

200-6.2 Moisture Content: When the material does not have the proper moisture content to ensure the required density, wet or dry it as required. When adding water, uniformly mix it in to the full depth of the course that is being compacted. During wetting or drying operations, manipulate, as a unit, the entire width and depth of the course that is being compacted.

200-6.3 Thickness Requirements: Within the entire limits of the length and width of the finished base, meet the specified plan thickness in accordance with the requirements of 2007.3.1.2.

200-6.4 Correction of Defects:

200-6.4.1 Contamination of Base Material: If, at any time, the subgrade material becomes mixed with the base course material, dig out and remove the mixture, and reshape and compact the subgrade. Then replace the materials removed with clean base material, and shape and compact as specified above. Perform this work at no expense to the Department.

200-6.4.2 Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which, in the opinion of the Engineer, would impair the structural efficiency of the base, remove the cracks or checks by rescarifying, reshaping, adding base material where necessary, and recompacting.

200-6.5 Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compact the base using vibratory compactors, trench rollers or other special equipment which will achieve the density requirements specified herein.

When multiple course base construction is required, compact each course prior to spreading material for the overlaying course.

200-7 Acceptance Program.

200-7.1 General Requirements: Meet the requirements of 120-10, except exclude the requirements of 120-10.1.4.3, 120-10.3.1, 120-10.4.3, and 120-10.4.4. Use 200-7.3.1.1 instead of 120-10.1.4.1, 200-7.2 instead of 120-10.2, and 200-7.4.1 instead of 120-10.4.1.

200-7.2 Acceptance Criteria:

200-7.2.1 Density: Within the entire limits of the width and depth of the base, obtain a minimum density in any LOT of 98% of modified Proctor maximum density as determined by FM 1-T180 or the Pit Proctor when using the Pit Proctor option. For shoulder only areas and shared use paths, obtain a minimum density of 95% of the modified Proctor maximum density as determined by FM 1-T180 or the Pit Proctor when using the Pit Proctor option.

200-7.2.2 Frequency: Conduct QC sampling and testing at a minimum frequency listed in the table below. The Engineer will perform Verification sampling and tests at a minimum frequency listed in the table below.

Table 200-1 Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Box Culverts and Retaining Wall Systems		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per eight consecutive LOTs	One per 16 consecutive LOTs
Density	One per LOT	One per four LOTs
Roadway Surface and Cross Slope	One per LOT	One per two LOTs
Roadway Thickness	Three per LOT	Witness

Table 200-2 Shoulder-Only, Shared Use Path and Sidewalk Construction		
Test Name	Quality Control	Verification
Modified Proctor Maximum Density	One per two LOTs	One per four LOTs
Density	One per LOT	One per two LOTs
Surface and Cross Slope	One per LOT	One per two LOTs

Thickness	Three per 1000 consecutive feet	Witness
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200-7.2.3 Pit Proctor: In lieu of Modified Proctor Maximum Density testing at the roadway, notify the Engineer in writing that the Contractor option to use the Pit Proctor supplied by the Department will be used. The Modified Proctor maximum density frequency requirements of 200-7.2.2 shall not apply. The Department will determine the Pit Proctor from statistical analysis of the base rock Modified Proctor maximum density at Department approved mines. For posting of Mines and Pit Proctors for each calendar quarter refer to the Pit Proctor Quarterly report located at the following URL:

<https://www.fdot.gov/materials/laboratory/geotechnical/aggregates/pitproctor/index.shtm>. Use the current posted Pit Proctor value in lieu of the Modified Proctor maximum density required by 200-7.2.1. Use the current posted Pit Proctor value for density acceptance during the quarter corresponding to the posting. Notify the Engineer in writing if returning to the provisions of 2007.2 and 200-7.2.2 but do not re-elect to use the Pit Proctor until the start of the next calendar quarter.

200-7.3 Additional Requirements:

200-7.3.1 Quality Control Testing:

200-7.3.1.1 Modified Proctor Maximum Density Requirement:

Collect enough material to split and create three separate samples and retain two for the Engineer's Verification and Resolution testing until the Engineer accepts the 16 LOTs represented by the samples.

200-7.3.1.2 Thickness and Surface Testing Requirements: Notify the

Engineer a minimum of 24 hours before checking base depths and surface checking. Determine test locations including Stations and Offsets, using the Random Number generator approved by the Department. Do not perform depth and surface checks until the Engineer is present to witness. Enter test results into the Department's database. Perform thickness check on the finished base or granular subbase component of a composite base. Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment. Traffic control is to be provided in accordance with the standard maintenance of traffic requirements of the Contract.

The thickness is considered deficient, if the measured depth is over 1/2 inch less than the specified thickness. Correct all deficient areas of the completed base by scarifying and adding additional base material. As an exception, if authorized by the Department, such areas may be left in place without correction and with no payment.

Check the finished surface of the base course using a Global Navigation Satellite System enabled Automated Machine Guidance technology in accordance with Section 5. Alternately, the finished surface of the base course can be verified using stringline method with stakes or with a template cut to the required crown and with a 15-foot straightedge laid parallel to the centerline of the

road. Correct all irregularities greater than ¼inch to the satisfaction of the Engineer by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

200-7.3.1.2.1 Thickness and Surface Reduced Testing

Frequency: When no Resolution testing is required for 12 consecutive verified LOTs, or if required, the QC test data was upheld, reduce the QC surface and/or thickness checks to one half the minimum requirements as stated in 200-7.2.2 (e.g., reduce frequency from ten per LOT to ten per two LOTs) by identifying the substantiating tests and notifying the Engineer in writing prior to starting reduced frequency of testing. If the Verification test fails, and QC test data is not upheld by Resolution testing the QC testing will revert to the original frequency of 200-7.2.2. The results of the Independent Verification testing will not affect the frequency of the QC testing. Do not apply reduced testing frequency in construction of shoulder-only areas, shared use paths, and sidewalks.

200-7.3.1.3 Cross Slope: Construct base surface course to conform to the lines and grades shown in the Plans. Furnish a level with a minimum length of 4 feet with a digital slope measuring device approved by the Engineer for control of the cross slope. Make this level available at the jobsite at all times during base construction operations.

Measure the cross slope of the base surface by placing the measuring device perpendicular to the roadway centerline. Report the cross slope to the nearest 0.1%. Record all the measurements and submit to the Engineer for documentation. Measure the cross slope at a minimum frequency of one measurement per LOT to ensure the cross slope is uniform and in compliance with the design cross slope. When the difference between the measured cross slope and the design cross slope exceeds $\pm 0.2\%$ for travel lanes including turn lanes or $\pm 0.5\%$ for shoulders, make all corrections to bring the cross slope to acceptable range by scarifying and removing or adding rock as required, and recompact the entire area as specified hereinbefore.

200-7.3.1.4 Elevation Data Collection: Within curb-and-gutter and widening areas, record the elevation of finished surface of base course every 500 feet by measuring the elevation of base adjacent to curb and gutter, as well as at each lane edge location.

Provide the elevation measurements to the Engineer.

200-7.3.2 Department Verification Tests:

200-7.3.2.1 Maximum Density: The Engineer will randomly select one of the remaining two split samples and test in accordance with FM 1-T180.

200-7.3.2.2 Thickness and Surface Testing Requirements: The Department will witness the base depth and surface checks to ensure compliance with 2007.3.1.2. If the QC test results are not deficient as defined in 200-7.3.1.2, the LOT or 500-foot section will be accepted. If the QC test results are deficient, resolve deficiencies in accordance with 200-7.3.1.2. Repeat acceptance testing.

Provide traffic control, coring/boring equipment, and an operator for the coring/boring equipment.

200-7.3.2.3 Cross Slope: The Engineer will take cross slope measurements at random locations at a frequency of one per two LOTs.

200-7.4 Verification Comparison Criteria and Resolution Procedures:

200-7.4.1 Modified Proctor Maximum Density: The Engineer will compare the

Verification test results of 200-7.3.2.1 to the corresponding QC test results. If the test result is within 4.5 lb/ft³ of the QC test result, the LOTs will be verified. Otherwise, the Engineer will collect the Resolution split sample corresponding to the Verification sample tested. The State Materials Office or an AASHTO accredited laboratory designated by the State Materials Office will perform Resolution testing. The material will be sampled and tested in accordance with FM 1-T180.

The Engineer will compare the Resolution Test results with the QC test results. If the Resolution Test result is within 4.5 lb/ft³ of the corresponding QC test result, the Engineer will use the QC test results for material acceptance purposes for each corresponding set of LOTs. If the Resolution test result is not within 4.5 lb/ft³ of the corresponding QC test, the Engineer will collect the remaining Verification split sample for testing. Verification Test results will be used for material acceptance purposes for the LOTs in question.

200-7.4.2 Pit Proctor: When using the Pit Proctor option, the Engineer will select a random location to sample and test at the minimum frequency in the table below, to obtain an Independent Verification (IV) maximum density as determined by FM 1-T180. The Engineer will collect enough material to split and hold a sample for Resolution testing.

Table 200-3		
Test Name	Mainline Pavement Lanes, Turn Lanes, Ramps, Parking Lots, Concrete Box Culverts and Retaining Wall Systems	Shoulder-Only, Shared Use Path and Sidewalk Construction
IV Modified Proctor Maximum Density	One per 16 consecutive LOTs	One per 4 consecutive LOTs

The Engineer will compare the IV results with the Pit Proctor. If the IV result is lower than or equal to the Pit Proctor plus 4.5 pcf, keep the option to use the Pit Proctor.

If the IV result is more than 4.5 pcf higher than the Pit Proctor the Engineer will test the Resolution sample and compare the Resolution result with the Pit Proctor.

If the Resolution result is lower than or equal to the Pit Proctor plus 4.5 pcf, keep the option to use the Pit Proctor.

Otherwise return to the provisions of 200-7.2.2, 200-7.3.1.1, 200-7.3.2.1, and 200-7.4.1.

200-7.4.3 Density: When a Verification or Independent Verification density test does not meet the requirements of 200-7.2.1 (Acceptance Criteria), meet the resolution requirements of 120-10.4.2.

200-7.4.4 Surface Testing Requirements: Resolve deficiencies in accordance with 200-7.3.1.2.

200-7.4.5 Cross Slope: The Engineer will verify the Contractor's cross slope measurements if the average cross slope of ten random measurements does not exceed the allowable tolerance from the design cross slope ($\pm 0.2\%$ for travel lanes including turn lanes and $\pm 0.5\%$ for shoulders). Otherwise reprocess the LOTs in question by making corrections in accordance with 200-7.3.1.3 to bring the cross slope to acceptable range. A recheck of the cross slope will be made following any corrections or additional work performed on the base surface. This process will be repeated until the base cross slope meets the requirements of this specification.

The Engineer may waive the corrections specified above at no reduction in payment if the following conditions are met:

1. the deficiencies are sufficiently separated so as not to affect the overall ride quality, traffic safety, and surface drainage characteristics of the pavement.
2. the Contractor agrees to use asphalt to fill in areas where the earthwork is low at no additional cost to the Department when the overall project amount is greater than the 10% allowed in Sections 234, 334, 337, and 339.

For intersections, tapers, crossovers, transitions at beginning and end of project and similar areas, adjust the cross slope to match the actual site conditions or as directed by the Engineer.

200-8 Priming and Maintaining.

200-8.1 Priming: Apply the prime coat only when the base meets the specified density requirements and when the moisture content in the top half of the base does not exceed the optimum moisture of the base material. At the time of priming, ensure that the base is firm, unyielding and in such condition that no undue distortion will occur. Ensure the prime coat adheres to the base course.

200-8.2 Maintaining: Maintain the true crown and template, with no rutting or other distortion, while applying the surface course.

200-9 Calculations for Average Thickness of Base.

For bases that are not mixed in place, the Engineer will determine the average thickness from the measurements specified in 200-10.1, calculated as follows:

1. When the measured thickness is more than 1/2 inch greater than the design

thickness shown on the typical section in the Plans, it will be considered as the design thickness plus 1/2 inch.

2. Average thickness will be calculated per typical section for the entire job as a unit.
3. Any areas of base left in place with no payment will not be included in the calculations.
4. Where it is not possible through borings to distinguish the base materials from the underlying materials, the thickness of the base used in the measurement will be the design thickness.

200-11 Measurement and Payment.

200-11.1 For the work noted as lump sum in the Bid Form, there shall be no separate measurement and payment for this item. The cost is to be included in the respective lump sum prices shown.

200-11.2 For the ADD ITEM of work measured the CY (cubic yard), this item shall be measured and paid for by the CY of material excavated

SECTION 234

SUPERPAVE ASPHALT BASE

234-1 Description.

Construct a Superpave asphalt concrete base course as defined in these Specifications. Base course mixes are designated as Type B-12.5. The Contractor may use a Type SP-12.5 mixture (Traffic Level B, C, or E) or a Type SP-19.0 mixture (Traffic Level B, C, or E), in lieu of a Type B-12.5 at no additional cost to the Department.

Obtain Superpave asphalt base from a plant that is currently on the Department's Production Facility Listing. Producers seeking inclusion on the list shall meet the requirements of Section 105.

234-2 Materials.

234-2.1 General: Use materials that conform to the requirements of Division III. Specific references are as follows:

Superpave PG Asphalt Binder	Section 916
Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901
Fine Aggregate	Section 902

234-2.2 Reclaimed Asphalt Pavement (RAP): RAP may be used as a component material of the asphalt mixture provided the requirements of 334-2.3 are met.

234-3 General Composition of Mixture.

234-3.1 General: Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

234-3.2 Mix Design: Unless otherwise specified, design the mix such that all requirements for a Type SP-12.5, Traffic Level B or C mixture as specified in Section 334 are met.

234-3.2.1 Gradation Classification: Use a fine mix as defined in 334-3.2.2.1.

234-3.2.2 Aggregate Consensus Properties: Meet the aggregate consensus properties at design as specified in 334-3.2.3. Meet the criteria specified for a depth of top of pavement layer from surface of greater than 4 inches.

234-3.2.3 Mix Design Revisions: Meet the requirements of 334-3.3.

234-4 Contractor's Process Control.

Meet the requirements of 320-2, 330-2 and 334-4.

234-5 Acceptance of the Mixture.

The mixture will be accepted in accordance with the requirements of 334-5. Use the permissible variations from longitudinal and transverse grades as specified in 200-7.

234-6 Plant, Methods and Equipment.

Meet requirements of Section 320, with the following modifications:

234-6.1 Paving Equipment: A motor grader may be used to spread the first course of multiple course bases when the subgrade will not support the use of a mechanical spreader. The Engineer will not require mechanical spreading and finishing equipment for the construction of base widening strips less than 6 feet in width or where the shape or size of the area will not accommodate mechanical spreading and finishing equipment.

234-6.2 Compaction Equipment: In areas where standard rollers cannot be accommodated, vibratory rollers supplemented with trucks, motor graders, or other compaction equipment approved by the Engineer may be used.

234-7 Construction Requirements.

234-7.1 General: Meet the general construction requirements of Section 330, with the following modifications:

234-7.1.1 Temperature Limitations: Spread the mixture only when the air temperature is at least 40°F. Do not place the material on frozen subgrade.

234-7.1.2 Tack Coat: Unless otherwise authorized by the Engineer, apply a tack coat between successive layers of base material.

234-7.1.3 Thickness of Layers: Construct each course in layers, such that the compacted thickness is in compliance with the layer thicknesses in 234-8.1.1 and spread rate tolerance in 234-8.2.

234-8 Thickness Requirements.

234-8.1 General: The total thickness of the Type B asphalt layers will be the plan thickness as shown in the Contract Documents. Before paving, propose a thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan thickness. For construction purposes, the plan thickness and individual layer thickness will be converted to spread rate based on the maximum specific gravity

of the asphalt mix being used, as well as the minimum density level, as shown in the following equation:

$$\text{Spread rate (lbs. per square yard)} = t \times G_{mm} \times 43.3$$

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)

G_{mm} = Maximum specific gravity from the verified mix design

The weight of the mixture shall be determined as provided in 320-

3.2. For target purposes only, spread rate calculations should be rounded to the nearest whole number.

234-8.1.1 Layer Thicknesses: The allowable layer thicknesses for asphalt base mixtures are as follows:

Type B-12.5, SP-12.5.....1-1/2 to 3-1/2 inches

Type SP-19.0.....2 to 4 inches

234-8.2 Spread Rate Tolerance: Control the average spread rate on a daily basis to within plus or minus 5% of the target spread rate for the individual layers established by the Engineer. When the average daily spread rate is outside this tolerance from the target, adjust the spread rate to the required value established by the Engineer. The Engineer will periodically verify the spread rate at the job site during the paving operation.

234-8.3 Allowable Deficiencies: The Engineer will allow a maximum deficiency from the specified spread rate for the total thickness as follows:

1. For pavement of a specified thickness of 2-1/2 inches or more: 50 pounds per square yard.
2. For pavement of a specified thickness of less than 2-1/2 inches: 25 pounds per square yard.

234-8.4 Pavement Exceeding Allowable Deficiency in Spread Rate: Where the deficiency in spread rate for the total thickness is in excess of 50 pounds per square yard for pavements with a specified thickness of 2-1/2 inches or more, or in excess of 25 pounds per square yard for pavements with a specified thickness of less than 2-1/2 inches, the Engineer may require removal and replacement at no cost or may require a correction as specified in 234-8.5. The Engineer may require the Contractor to core the pavement for thickness in order to determine the area of pavement with deficient thickness.

As an exception to the above, the Contractor may leave pavement outside the main roadway in place without compensation when the Engineer allows, even though the deficiency exceeds the tolerance as specified above.

The Department will not compensate the Contractor for any pavement removed or for the work of removing such pavement.

234-8.5 Correcting Deficiency by Adding New Surface Material: In the event the total thickness as determined by the spread rate is excessively deficient as defined above and if approved by the Engineer for each particular location, correct the deficient thickness by adding new surface material and compacting it using a rolling pattern as approved by the Engineer. The Engineer will determine the area to be corrected and the thickness of new material added.

Perform all overlaying and compacting at no expense to the Department.

234-9 Measurement and Payment. There shall be no separate measurement and payment for this item. The cost is to be included in the lump sum prices shown in the Bid Form.

ACRYLIC CRACK REPAIR

PRODUCT DESCRIPTION & BENEFITS

Acrylic Crack Patch is a 100% acrylic trowel grade crack filler designed for filling cracks or damaged areas in asphalt or concrete surfaces, up to 1" wide. Suitable for asphalt or concrete tennis courts, basketball courts, pickleball courts, play areas, and all-purpose sport surfaces. Available in green, red, neutral and blue.

Chemical Characteristics	
	% Weight (minimum)
Acrylic Emulsion	10.0
Hiding Pigment	.2
Mineral Inert Fillers	78.0
Film Formers, Additives	1.8
Water	8.5
Product Data	
Type	Acrylic Emulsion
Pounds per gallon at 77°F	15.2 ± 1
% Non Volatile Material	80 ± 5
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year
Colors	Several Available

SURFACE PREPARATION

Cracks must be cleaned of dust, dirt, and debris including vegetation. Blow clean with air compressor or high pressure washer.

MIXING PROCEDURES

Use as is. DO NOT DILUTE.

APPLICATION

Work Acrylic Crack Patch down into crack using rectangular trowel or putty knife. Wipe off excess material with damp cloth before it dries to prevent material buildup on court surface.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

1 hour up to a full day, depending on width and depth of the repair, as well as weather and surface conditions.

Measurement and Payment. There shall be no separate measurement and payment for this item. The cost is to be included in the lump sum prices shown in the Bid Form.

ASPHALT COURT FINISH

Finished Asphalt Pavement Guidelines

Traditionally, guidelines have suggested simply that the finished surface of a tennis court should not vary more than x inches and y feet from a true plane. In actuality, there are at least four separate measures that can be made for the accuracy of the installation of a hard surface court:

Slope—Asphalt courts are sloped in a plane a maximum of 1.00% (1:100) side to side.

Planarity—Planarity is the degree to which a surface is constructed as designed in one true plane. The surface also must be located at the designed elevation and slope because the elevation and grade of the surface meet it into the drainage system. According to the ITF, the finished court should not vary more than +1-3/8" from the designed elevation within the Primary Playing Area. Planarity and slope are commonly measured with a transit or laser level.

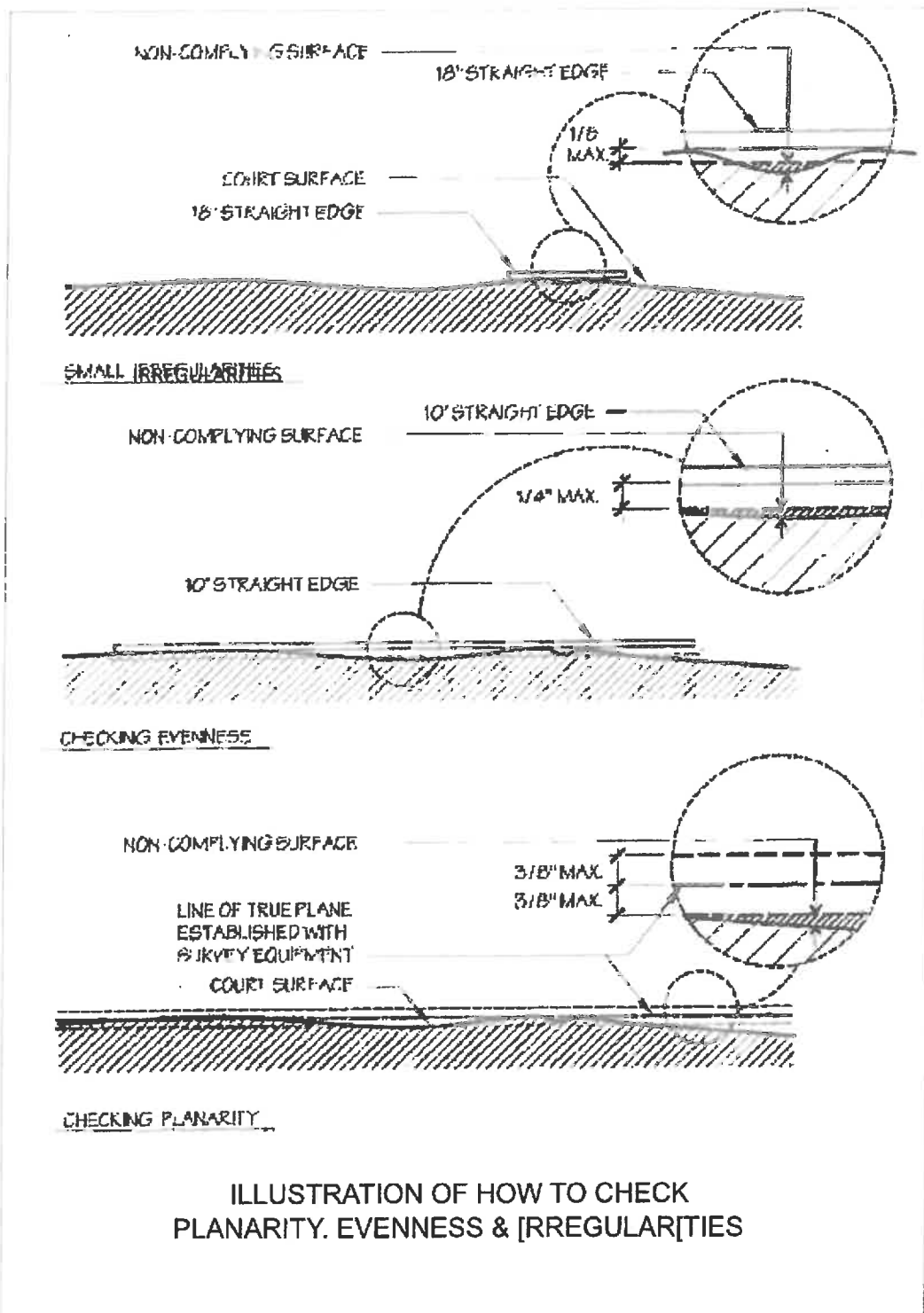
Evenness—In order to drain properly and to be acceptable for play, a surface must be smooth and regular, lacking humps and dips. An even surface will not cause ball deflection or create a player tripping hazard. As a measure of evenness, the surface should not vary more than 1/4" in 10' when measured in any direction using a straightedge.

Small Irregularities—Small deviations over a large distance that fall within the evenness standard will not affect player movement or ball bounce, but small deviations over a short distance, such as those caused by irregular seams, expanded aggregate or roller marks, may affect play. For that reason, a third measure—no deviation in the asphalt surface greater than 1/8" in 8"—should be considered.

The contractor shall demonstrate the adequacy of the finished pavement surface by flooding the court with water and ensuring proper drainage and the absence of birdbaths greater than 1/16" in depth.

Once construction of the asphalt pavement is completed, the asphalt should be allowed to thoroughly cure. Color coatings won't bond effectively or evenly to an inadequately cured surface. Curing may take from 14 to 30 days, depending upon site conditions and weather conditions, composition of the asphalt and the recommendations of the manufacturer of the surface coating.

Measurement and Payment. There shall be no separate measurement and payment for this item. The cost is to be included in the lump sum prices shown in the Bid Form.



Acrylic Playing Surface and Lines

Tennis Court Surface Finish:

The tennis court surface shall be finished in the accordance with the following:

1. Color System

- a. The color finish shall be ELITE SPORT COATING SYSTEM, SPORTMASTER or approved equal. This system includes the following:
 - i. Two (2) coats of textured resurface shall be applied to the entire court area to provide a uniform and even surface. NOTE: Contractor shall strictly follow manufacturers recommended mix & dilution rates.
 - ii. Two (2) coats of sand filled with acrylic color shall be applied to the entire court surface. The second coat shall be applied upon thorough drying of the first coat. Color combination will be decided by the owner prior to the start of the repair. NOTE: Contractor shall strictly follow manufacturers recommended mix & dilution rates.
- b. Lines shall be taped to assure razor sharp edges prior to painting. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the ASBA guidelines. Baseline should be 3 inches wide. Add USTA 60' lines on the court. Color combination will be decided by the owner prior to the start of the installation.

Playing surface shall be colored green with white lines. Final color combination will be decided by the owner prior to the start of the installation.

Pickelball Court Surface Finish:

The pickelball court surface shall be finished in the accordance with the following:

1) Color System

- a) The color finish shall be ELITE SPORT COATING SYSTEM, SPORTMASTER or approved equal. This system includes the following:
 - i) One (1) coats of textured resurface shall be applied to the entire court area to provide a uniform and even surface. NOTE: Contractor shall strictly follow manufacturers recommended mix & dilution rates.

- b) Lines shall be taped to assure razor sharp edges prior to painting. Two (2) coats of acrylic line paint shall be applied accurately and in accordance with the ASBA guidelines. Baseline should be 2 inches wide.

Playing surface shall be colored blue and outside area shall be green with white lines. Final color combination will be decided by the owner prior to the start of the installation.

Measurement and Payment. There shall be no separate measurement and payment for this item. The cost is to be included in the lump sum prices shown in the Bid Form.

CHAIN LINK FENCES

PART I - GENERAL

- 1.01 **SCOPE OF WORK:** Furnish and install all labor, materials and related items necessary for the installation and completion of all Vinyl Coated Chain Link Fencing as shown on the contract drawings and as specified. ALL FENCEING TO BE VINYL COATED IN THE COLOR INIDCATED ON THE PLANS.
- 1.02 **RELATED WORK**
- SPECIFIED ELSEWHERE A
- N/A
- 1.03 **GENERAL REQUIREMENTS**
- A Exterior fence height will be 10'-0" and interior fence height 4'-0".
- B. Coordinate this installation with other trades.
- C. Investigate and verify all dimensions. Arrange the work and furnish materials to suit field dimensions.
- D. Approval of shop drawings required prior to fabrication.
- E. Proposals will be accepted only from those regularly engaged, for the past five years, in manufacture and installation of chain link fencing as specified herein.
- F. Contractor to supply any and all materials needed to provide a complete and finished product
- 1.04 **LOCATION:** All fencing is shown on plan. See drawings for location, extent of work and other requirements.
- 1.05 **SUBMITTALS**
- A Changes in specification may not be made after the bid date unless written approval is obtained from the Owner's Authorized Representative.
- B. Shop Drawings: Layout of fences and backstops with

dimensions, details, and finishes of components, accessories, gates, and post foundations

- C Product Data: Manufacturer's catalog cuts indicating material compliance and specified options.
- D Samples: Submit color selections for PVC finishes and samples of materials (e.g., fabric, wires and accessories)

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A Products from qualified manufactures or approved equal having a minimum of five years experience manufacturing thermally fused chain link fencing will be acceptable by the Owner's Authorized Representative as equal, approved in writing, ten days prior to bidding, and if they meet the following specifications for design, size gauge of metal parts and fabrication
- B. Obtain chain link fences, including accessories, fitting, and fastenings, from a single source.

2.0 CHAIN LINK FENCE FABRIC

- A PVC coating thermally fused to metallic coated steel core wire ASTM 668 Class 2b, 7 mil (0.17) thickness. Core wire tensile strength 75,000 psi (517 MPa), Black Color
- B. Size: Helically wound and woven to height as indicated on drawings.

2.0 STEEL FENCE FRAMING

- A Steel Pipe - Type I: ASTM F 1083, standard weight schedule 40; minimum yield strength of 25,000 psi (170 Mpa); sizes as indicated. Hot-dipped galvanized with minimum average 1.8 oz/ft sq. (550g/m sq) of coated surface area
- B. PVC-Coated Finish: In accordance with ASTM F1043, apply supplemental color coating of 10-15 mils (2.54 - 0 3 8 mm) of thermally fused PVC in black color.
- C. All fencing posts and rails per construction details or manufacturer's written recommendations whichever is more stringent.

2.04 VINYL COATED ACESSORIES

- A. Chain Link Fence Accessories: ASTM F 626, Provide items required to complete fence system. Galvanize each ferrous metal item in accordance with ASTM A 153 and finished to match framing.
- B. Post Caps: Formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post (Where top rail is used, provide tops to permit passage of top rail.)
- C. Top Rail and Brace Ends: Pressed steel per ASTM F626, for connection of rail and brace to posts.
- D. Top Rail Sleeves: 7" (178 mm) expansion sleeve with spring, allowing for expansion and contraction of top rail.
- E. Wire Ties and Clips: 10 gauge [0.135" (3.43 mm)] galvanized steel wire for attachment of fabric to line posts. Double wrap 13 gauge [0.092" (2.324 mm)] for rails and braces. Hog ring ties of 12-1/2 gauge [0.0985" (2.502 mm)] for attachment of fabric to tension wire.
- F. Brace and Tension (stretcher bar) Bands: Pressed steel
- G. Tension (stretcher) Bars One piece lengths equal to 2" (50mm) less than full height of fabric with a minimum cross-section of 3/16" x 3/4" (4.76 mm x 19 mm) or equivalent fiberglass rod. Provide tension (stretcher) bars where chain link fabric meets terminal post.
- H. Nuts and bolts are galvanized but not vinyl coated. Prime and paint all nuts and bolts black to match vinyl coating using paint system compatible with galvanized finish (submit product data).

Fence Tension Wire: Thermally fused vinyl (Permafused) applied to metallic coated steel wire, 7 gauge, [0.177" (4.5 mm)] diameter core wire with

tensile strength of 75,000 psi (517 Mpa).

- J. Fence Truss Rods & Tightener: Steel rods with minimum diameter of 5/16" (7.9 mm). Capable of withstanding a tension of minimum 2,000 lbs.

2.05 SETTING MATERIALS

- A. Concrete: Minimum 28 days compressive strength of 3,000 psi (20 Map).

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries of work are clearly established.

3.02 CHAIN LINK FENCE FRAMING INSTALLATION

- A. Install chain link fence in accordance with ASTM 567 and manufacturer's instructions.
- B. Concrete set all posts: Drill holes in firm, undisturbed or compacted soil. Holes should have a diameter 4 times greater than the outside of post, and depths approximately 6" (150 mm) deeper than post bottom. Excavate deeper as required for adequate support in soft and loose soil, and for posts with heavy lateral loads. Set post bottom 36" (900 mm) below surface when in firm, undisturbed soil. Place concrete around posts in a continuous pour. Trowel finish around post. Slope to direct water away from posts.
- C. Check each post for vertical and top alignment, and maintain in position during placement and finishing operations.
- D. Rail: Install single lengths between posts.

3.03 ACCESSORIES

- A. Tire Wires: Bend ends of wire to minimize hazard to persons

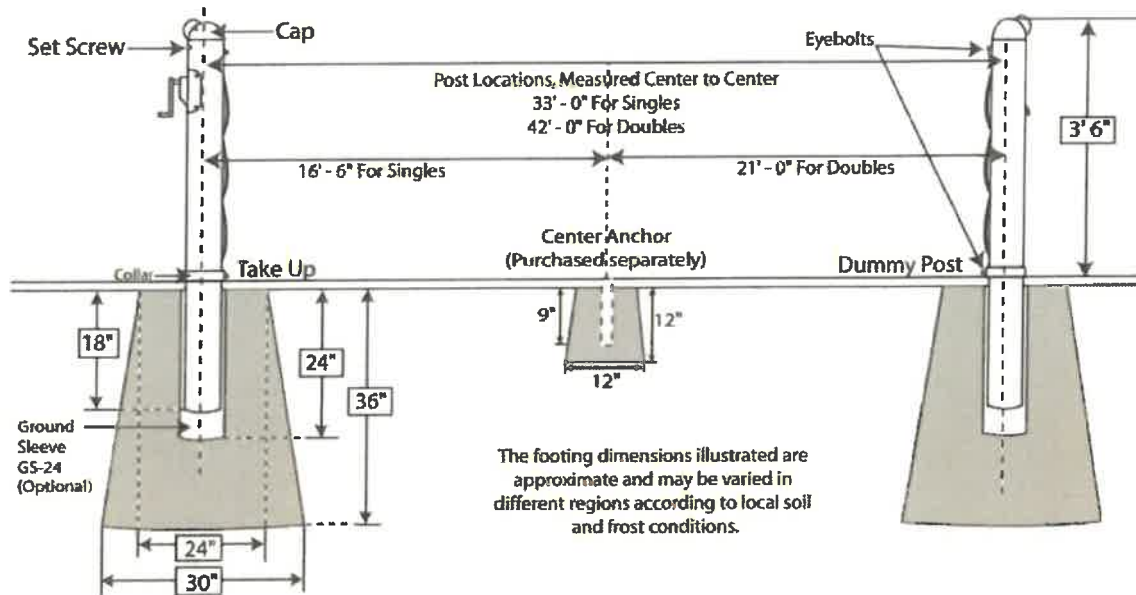
and clothing.

- B. Fasteners Install nuts on side of fence opposite fabric side for added security.

Measurement and Payment: There shall be no separate measurement and payment for this item. The cost is to be included in the lump sum prices shown in the Bid Form

TENNIS COURT NET, POST AND FOUNDATION INSTALLATION DETAIL

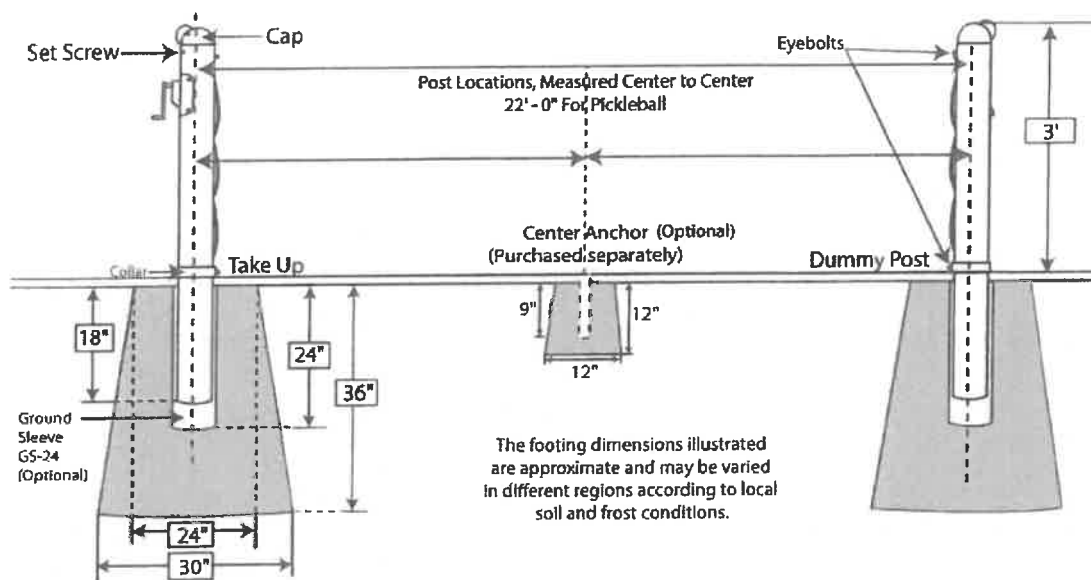
Post & Anchor Installation:



Contractor to Submit Manufacturer's Product Literature for Approval by the Owner

PICKLEBALL COURT NET, POST AND FOUNDATION

Post & Anchor Installation:



Hardware Includes 1 removable chrome handle and 4 eyebolts; located inside the end of take up post.

*Dimensions are not to scale

1. When Installing Post, make sure the height of the post is 1" above the net cord. The height will be about 3' above the court surface.
2. Posts should be spaced 22' apart (measured center-to-center).
3. Without Optional Ground Sleeve: Anchor each post in a block of concrete as shown in the diagram. Pour the concrete into a bell-shaped hole 24 inches in diameter at the top and 30 inches in diameter at the bottom. Make the hole at least 36 inches deep.
4. For Optional Ground Sleeve: While pouring the concrete hold the ground sleeve in place, plugged end down. Use a plumb line to set the sleeve pointing straight up. Let concrete dry. Carefully set the post in ground sleeves.
5. Adjust set screw to tighten tennis post cap.
6. Screw on top and bottom eyebolts to each post.
7. For Optional Center Anchor: The Center anchor should be 11' away from each post. Pour concrete into a bell shaped hole 9 inches in diameter at the top and 12 inches in diameter at the bottom. The hole should be 12 inches deep. While pouring, hold the anchor in place, with the narrowed end down. Make sure the anchor is plum and pointing straight up. Let concrete dry.
8. During the off season, it is best to winterize your court by removing the tennis posts and use sleeve plugs to prevent moisture and dirt from falling in.

Contractor to Submit Manufacturer's Product Literature for Approval by the Owner

ATTACHMENT B



McCourt Tennis Courts
16155 SW 117 AVE #26B
Miami, FL 33177

BID

KEY COLONY BEACH
600 WEST OCEAN
KEY COLONY BEACH, FL

PROJECT NAME: ITB2024-03

Q: 16 Richard

DRUG FREE WORKPLACE CERTIFICATION

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

McCourt Construction, Inc.
(Name of Business)

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

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


Applicant's Signature

8/28/24
Date

CONTRACTOR AGREEMENT

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

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

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

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

Signed:



Print Name:

Matthew McAlpine

Title:

Vice President

Company Name:

McCourt Construction, Inc.

Date:

8/28/24

Key Colony Beach
Tennis Court and Pickleball Court Construction

Bid Form

The bidder shall furnish all labor, materials, plant, equipment and incidentals to perform the work associated with this project as shown on the plans and as specified.

Base Bid:

Construct 2 Tennis Courts 7th St,

\$ 212,160.00 Lump Sum
Two Hundred Twelve Thousand One Hundred and Sixty Dollars
(words)

Add Alternate Items:

Convert Existing 8th St. Tennis Courts to
6 Pickleball Courts

\$ 104,915.00 Lump Sum
One Hundred Four Thousand Eight Hundred and Fifteen Dollars
(words)

Additional Excavation, Rock Base
And Compaction

\$ 120.00 Per CY Excavation
One Hundred Twenty Dollars
(words)

Deduct Alternate Items:

Deduct the cost to furnish, and install the
10 ft perimeter fence system and foundations
at the 7th St Tennis Courts

\$ 57,750.00 Lump Sum
Fifty Seven Thousand Seven Hundred and Fifty Dollars
(words)

Deduct the cost to furnish and install the
additional 10 ft perimeter fence system and interior
4 ft fence system at the 8th St Pickleball Courts

\$ 15,940.00 Lump Sum
Fifty Five Thousand Nine Hundred and Forty Dollars
(words)

The City reserves the right to accept or reject all bids. If accepted, the award will be made for the Base Bid and may be modified by any combination of the Add/Deduct Alternate Items shown above, at the City's discretion.

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

AUTHORIZED SIGNATURE:

TITLE:

DATE:

[Signature]
Vice President
8/28/24

**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 Matthew McAlpine for McCourt Construction Inc.
(print individual's name and title) (print name of entity submitting sworn statement)

whose business address is 16155 SW 117 Ave. and (if applicable) its Federal
Employer Identification Number (FEIN) is 94-2010019. (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]
(Signature)

8/28/24
(Date)

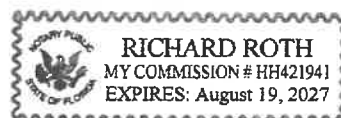
STATE OF Florida
COUNTY OF Miami Dade

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first sworn by me, affixed his/her signature in the space provided above on this 28 day of August, 2024.

Matthew McAlpine
(name of individual signing)

[Signature]
NOTARY PUBLIC

My commission expires:



NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida
County of Miami Dade

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

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

THIS SECTION TO BE COMPLETED BY A NOTARY PUBLIC:

STATE OF Florida

COUNTY OF Miami Dade

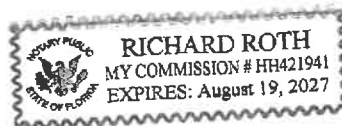
SWORN TO AND SUBSCRIBED BEFORE ME THIS 28 DAY OF August, 2024

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

TYPE OF ID PRODUCED _____

SIGN: _____

PRINT: Richard Roth



REFERENCES

Provide at least four (4) references for which the reference is in a position to recommend the bidder's qualifications for the same or similar work. Each reference shall include, at a minimum:

Name and full address of reference organization

Name of Contact person for contract

Telephone number(s)

Brief summary comparing the referenced services to these proposed services

CLIENT NAME & ADDRESS	TELEPHONE NUMBER	NAME OF CONTACT	SUMMARY
FIU 11555 SW 17 St. Miami, FL	786-255-0314	Fernando Larios	
Flamingo Villas 1050 NW 123 Terr. Pembroke Pines	954-649-1610	Patrick Tyler	
Miami Dade Parks Various Parks	786-586-2352	Dean Gaffney	
Jane Foreman 12305 SW 90 Ave. Miami, FL	305-775-4727	Mrs. Foreman	

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: Mc Court Construction, Inc.
Vendor FEIN: 59-2010019
Vendor's Authorized Representative Name and Title: Matthew McAlpine
Address: 16155 SW 117 Ave., #26
City: Miami State: FL ZIP: 33177
Phone Number: 305-255-0252
Email Address: mccourttennis@aol.com

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: Matthew McAlpine, Vice President

Date: 8/28/24

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, Matthew McAlpine, of the City/Township/Parrish of Miami Dade County, State of Florida, 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.

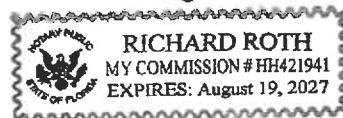
Matthew
(Signature of Authorized Representative)

Dated: 8/28/24

Print: Matthew McAlpine

STATE OF Florida,
COUNTY OF Miami Dade

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 28 day of 2024.



[Signature]
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 28 day of August, 2024.

By 
Authorized Signature/Contractor

Matthew McAlpine, VP
Typed Name/Title

McCourt Construction, Inc.
Contractor's Firm Name

16155 SW 117 Ave., #26
Street Address

Miami, FL 33177
City/State/Zip Code

305-255-0252
Area Code/Telephone Number

THE CITY OF KEY COLONY BEACH, FLORIDA

E-VERIFY AFFIDAVIT

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

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

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


8/28/24
Date


(Signature of Authorized Representative)

STATE OF Florida, COUNTY OF Miami Dade

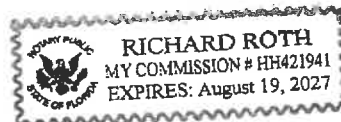
PERSONALLY APPEARED BEFORE ME, the undersigned authority,
Matthew McAlpine who, ☒ being personally known or ☐
having produced _____ as
identification, and after first being sworn by me, affixed his/her signature in the space provided above on
this _____

28 day of August


Signature, NOTARY PUBLIC

My commission expires:

STAMP/SEAL



ATTACHMENT C

ORDINANCE NO. 2024-495

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING CHAPTER SEVEN OF THE CODE OF ORDINANCES, ENTITLED GARBAGE & TRASH, SECTION 7-8 YARD TRASH PREPARATIONS AND SECTION 7-8.1 YARD TRASH LOCATION FOR COLLECTION; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach is obligated to adhere to the solid waste collection regulations set forth by Monroe County; and

WHEREAS, the City of Key Colony Beach is revising Chapter 7 of its Code of Ordinances to be consistent with Monroe County's Solid Waste collection regulations.

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 7-8 and Section 7-8.1 of Chapter 7, "Garbage and Trash" of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

Sec. 7-8. Yard trash preparation.

~~Palm fronds, brush and similar materials must be tied securely with a degradable material in bundles weighing not more than fifty (50) pounds and not more than four (4) feet long, unless containerized, as required by the garbage service agency. Weekly yard waste collection will be limited to ten (10) thirty-two (32) gallon cans, the receptacles can weigh no more than fifty (50) pounds and vegetation must not extend more than twelve (12) inches above the rim of the receptacle. If yard waste is more than ten (10) thirty-two (32) gallon receptacles, it can be taken to the nearest transport station or contact your local hauler, Marathon Garbage Service at 305-743-5165 to arrange for paid collection/disposal service. Yard waste may not be combined in the same container as garbage or trash. Refuse bags may not be used.~~

Sec. 7-8.1. Yard trash location for collection.

(a) ~~Securely tied four foot bundles weighing not more than fifty (50) pounds and not more than four (4) feet in length, may remain on or near the front lot line, on the property owner's side, until time of collection. Lot lines normally line up with the utility poles,~~

approximately fifteen (15) feet from the edge of the roadway. Failure to place yard trash as specified in this section will result in a citation and fine in accordance with Chapter 1, section 1-10, of the Code of Ordinances of the City of Key Colony Beach, Florida, to be assessed upon the property owner or landscaper/clean-up crew.

~~(b) Bulk yard trash, which includes large cuttings of vegetative matter and wood matter which cannot be containerized, will be collected on demand within seven (7) days from date of notification of garbage service agency. Items must be placed at curbside in six-foot lengths or less. Tree trunks shall be no greater than six (6) inches in diameter.~~

(eb) Yard trash placed in containers must be placed in compliance with section 7-7, location and placement of garbage cans, and must follow the existing code for "location for collection," with penalties for noncompliance as stated in section 7-7(2)(c).

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 17th day of October, 2024.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 21st day of November, 2024.

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

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 21st day of November, 2024.

Joey Raspe, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ORDINANCE NO: 2024-492

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES, AMENDMENTS TO THE FLORIDA BUILDING CODE; THE CITY OF KEY COLONY BEACH CODE OF ORDINANCES TO MODIFY CHAPTER 6 – BUILDINGS AMENDMENTS TO THE FLORIDA BUILDING CODE; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Key Colony Beach and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Key Colony Beach was accepted for participation in the National Flood Insurance Program on July 16, 1971 and the City Commission desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

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

WHEREAS, the City Commission previously adopted requirements for flood hazard areas to (1) require accumulation of costs of improvements and repairs of buildings, based on issued building permits, over a 3-year period; (2) require buildings that sustain repetitive flood damage over a 10-year period to be included in the definition of “substantial damage;” (3) to limit partitioning of enclosed areas below elevated dwellings and to limit access to such enclosed areas; (4) to require use of specific forms provided by the Federal Emergency Management Agency and the City; and (5) to require declarations of land restriction (nonconversion agreements) for

enclosures below elevated buildings; for the purposes damage reduction and the National Flood Insurance Program's Community Rating System and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*; and

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

WHEREAS, the City Commission has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*.

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 6-25 and 6-26 of Article I, "Amendments to the Florida Building Code, Building" and "Amendments to the Florida Building Code, Existing Building," respectively, of the City of Key Colony Beach, Florida Code of Ordinances shall be amended to read as follows:

Sec. 6-25. Amendments to the Florida Building Code, Building.

107.3.5 Minimum plan review criteria for buildings.

Commercial Buildings: Building

8. Structural requirements shall include:

Flood requirements in accordance with Section 1612, including lowest floor elevations, the City of Key Colony Beach VE-Zone Certification form, FEMA's Floodproofing Certification form (FEMA Form 086-0-34), enclosures, declaration of land restriction (nonconversion agreement), flood damage-resistant materials.

Residential (one- and two-family):

6. Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, the City of Key Colony Beach VE-Zone Certification form, declaration of land restriction (nonconversion agreement), equipment, and flood damage-resistant materials.

110.3 Required inspections.

Building [partial shown]

1. Foundation inspection.

- 1.1. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the FEMA Elevation Certificate (FEMA Form 086-0-33) shall be submitted to the authority having jurisdiction.

5. Final inspection.

- 5.1. In flood hazard areas, as part of the final inspection, final FEMA Elevation Certificate (FEMA Form 086-0-33) of the lowest floor elevation shall be submitted to the authority having jurisdiction.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking place during a ~~3-year~~ 1-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to November 22, 2011. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Sec. 6-26. Amendments to the Florida Building Code, Existing Building.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or other improvement of a building or structure taking

place during a ~~3-year~~ 1-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. The period of accumulation begins when the first improvement or repair of each building or structure is permitted subsequent to November 22, 2011. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

3. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that is the minimum necessary to assure safe living conditions.
4. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

FIRST READING by the City of Key Colony Beach City Commission this 19th day of September, 2024.

Mayor Joey Raspe	NO _____	YES <u> x </u>
Vice-Mayor Freddie Foster	NO _____	YES <u> x </u>
Commissioner Tom Harding	NO _____	YES <u> x </u>
Commissioner Tom DiFransico	NO _____	YES <u> x </u>
Commissioner Doug Colonell	NO _____	YES <u> x </u>

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 17th day of October, 2024.

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 17th day of October, 2024.

Joey Raspe, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO: 2024-492

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES, AMENDMENTS TO THE FLORIDA BUILDING CODE; THE CITY OF KEY COLONY BEACH CODE OF ORDINANCES TO MODIFY CHAPTER 6 – BUILDINGS AMENDMENTS TO THE FLORIDA BUILDING CODE; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or

- ☒ The proposed ordinance is enacted to implement the following:
- Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.
- In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): **The proposed ordinance seeks to amend the minimum 3-year substantial improvement period to 1-year.**

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: **None.**

3. Estimate of direct compliance costs that businesses may reasonably incur: **None.**

4. Any new charge or fee imposed by the proposed ordinance: **None.**

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **None.**

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None.**

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): **None.**

• CLASSIFIEDS, PUBLIC & LEGAL NOTICES • 305.743.0844

NOTICE OF ELECTION

TUESDAY, NOVEMBER 5, 2024,
IN MONROE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN THAT AN ELECTION HAS BEEN CALLED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AT THE REQUEST OF THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, THE FIFTH DAY NOVEMBER, 2024, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY QUALIFIED ELECTORS OF MONROE COUNTY, FLORIDA THE FOLLOWING QUESTION:

RENEWAL OF OPERATIONAL FUNDING FOR MONROE COUNTY SCHOOLS:

The School District seeks to continue its current funding for operational expenses including teacher salaries and safe-school officers. Such funds will be shared with local charter schools proportionally based on their full-time student enrollment.

Shall the District continue to enact a yearly ad valorem tax of no more than 0.5625 mill, for four (4) years beginning January 1, 2027, to fund safe-school officers and operational expenses of Monroe County Schools?

_____ YES _____ NO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

AVISO DE PLEBISCITO

MARTES, 5 DE NOVIEMBRE DE 2024,
EN EL CONDADO DE MONROE, FLORIDA

POR LA PRESENTE SE NOTIFICA QUE LA JUNTA DE COMISIONADOS DEL CONDADO DE MONROE, FLORIDA, HA CONVOCADO A UN PLEBISCITO A SOLICITUD DE LA JUNTA ESCOLAR DEL CONDADO DE MONROE, FLORIDA, EL CUAL SE CELEBRARÁ DESDE LAS 7:00 A. M. HASTA LAS 7:00 P. M. DEL MARTES 5 DE NOVIEMBRE DE 2024, EN CUYO MOMENTO SE PRESENTARÁ A LOS ELECTORES DEBIDAMENTE CALIFICADOS DEL CONDADO DE MONROE, FLORIDA, LA SIGUIENTE PREGUNTA:

REFINANCIAMIENTO OPERATIVO PARA LAS ESCUELAS DEL CONDADO DE MONROE:

El distrito escolar busca continuar con el financiamiento actual para los gastos operativos, incluidos los salarios de los docentes y de los funcionarios de seguridad escolar. Los fondos se compartirán con las escuelas subsidiadas locales proporcionalmente en función del número de estudiantes matriculados a tiempo completo.

¿Deberá el distrito continuar promulgando un impuesto anual ad valorem de no más de 0.5625 mill, por cuatro (4) años a partir del 1 de enero de 2027, para financiar a los funcionarios de seguridad escolar y los gastos operativos de las escuelas del condado de Monroe?

_____ SÍ _____ NO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

NOTICE OF ELECTION

TUESDAY, NOVEMBER 5, 2024,
IN MONROE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN THAT AN ELECTION HAS BEEN CALLED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AT THE REQUEST OF THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, THE FIFTH DAY NOVEMBER, 2024, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY QUALIFIED ELECTORS OF MONROE COUNTY, FLORIDA THE FOLLOWING QUESTION:

FACILITATING SCHOOL DISTRICT CAPITAL PROJECTS THROUGH SALES TAX LEVY RATHER THAN RAISING LOCAL PROPERTY TAXES:

Renewed funding is required for the School District's capital improvement plan such as new construction, renovations, additions, security needs, technology implementation, school buses, and permitted capital improvements. The revenues collected must be shared with eligible charter schools based on their proportionate share of the total school district enrollment.

Shall the School Board of Monroe County, Florida continue to levy a one-half cent sales surtax for a period of ten (10) years beginning January 1, 2026?

_____ FOR THE ONE-HALF CENT TAX

_____ AGAINST THE ONE-HALF CENT TAX

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

AVISO DE PLEBISCITO

TUESDAY, NOVEMBER 5, 2024,
IN MONROE COUNTY, FLORIDA

POR LA PRESENTE SE NOTIFICA QUE LA JUNTA DE COMISIONADOS DEL CONDADO DE MONROE, FLORIDA, HA CONVOCADO A UN PLEBISCITO A SOLICITUD DE LA JUNTA ESCOLAR DEL CONDADO DE MONROE, FLORIDA, EL CUAL SE CELEBRARÁ DESDE LAS 7:00 A. M. HASTA LAS 7:00 P. M. DEL MARTES 5 DE NOVIEMBRE DE 2024, EN CUYO MOMENTO SE PRESENTARÁ A LOS ELECTORES DEBIDAMENTE CALIFICADOS DEL CONDADO DE MONROE, FLORIDA, LA SIGUIENTE PREGUNTA:

FACILITAR LOS PROYECTOS DE CAPITAL DE LOS DISTRITOS ESCOLARES MEDIANTE LA RECAUDACIÓN DE IMPUESTOS A LAS VENTAS EN LUGAR DE AUMENTAR LOS IMPUESTOS LOCALES DE DERECHO INMOBILIARIO:

Se requiere refinanciamiento para el plan de mejoras de capital en el distrito escolar, el cual abarca construcciones, renovaciones, ampliaciones, seguridad, tecnología, autobuses escolares y mejoras permitidas de capital. Los ingresos recaudados deberán compartirse con las escuelas subsidiadas que califiquen en función de su participación proporcional de la matrícula total del distrito escolar.

¿Debe la Junta Escolar del condado de Monroe, Florida, continuar recaudando un impuesto a las ventas de medio céntimo por un periodo de diez (10) años, contados a partir del 1 de enero de 2026?

_____ A FAVOR DEL IMPUESTO DE MEDIO CÉNTIMO

_____ EN CONTRA DEL IMPUESTO DE MEDIO CÉNTIMO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

LEGAL NOTICES

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
SECOND/FINAL READING OF ORDINANCE NO. 2024-493
NOTICE IS HEREBY GIVEN that the City Commission of the City of Key Colony Beach, Florida, will hold the following Public Hearing to hear amendments to the City's Code of Ordinances.
DATE/TIME: Thursday, October 17th, 2024, 9:35 AM or after the Public Hearing
LOCATION: City of Key Colony Beach, Marble Hall, 600 W. Ocean Dr., Key Colony Beach, Florida
The proposed Ordinance to be heard by the City Commission is [ORDINANCE NO. 2024-493], entitled: "AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES, AMENDMENTS TO THE FLORIDA BUILDING CODE, THE CITY OF KEY COLONY BEACH CODE OF ORDINANCES TO MODIFY CHAPTER 6 - BUILDINGS AMENDMENTS TO THE FLORIDA BUILDING CODE AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."
The Business Impact Statement is available for review on the City of Key Colony Beach's website at www.keycolonybeach.net and at City Hall at 600 W. Ocean Drive, Key Colony Beach.
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach. If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding 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. If you are unable to attend the Public Hearing on Thursday, October 17th, 2024, but wish to comment, please direct correspondence to the City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, or cityclerk@keycolonybeach.net and your comments will be entered into the record. To be published: On or before October 7th, 2024
City Clerk
City of Key Colony Beach, Florida
Publish:
October 3, 2024
The Weekly Newspapers

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
SECOND/FINAL READING OF ORDINANCE NO. 2024-493
NOTICE IS HEREBY GIVEN that the City Commission of the City of Key Colony Beach, Florida, will hold the following Public Hearing to hear amendments to the City's Code of Ordinances.
DATE/TIME: Thursday, October 17th, 2024, 9:35 AM or after the Public Hearing
LOCATION: City of Key Colony Beach, Marble Hall, 600 W. Ocean Dr., Key Colony Beach, Florida
The proposed Ordinance to be heard by the City Commission is [ORDINANCE NO. 2024-493], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, AMENDING THE CITY OF KEY COLONY BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE III - DISTRICT REGULATIONS, AMENDING FREEBOARD REQUIREMENTS; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE."
The Business Impact Statement is available for review on the City of Key Colony Beach's website at www.keycolonybeach.net and at City Hall at 600 W. Ocean Drive, Key Colony Beach.
Interested parties may appear

ORDINANCE NO. 2024-493

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH FLORIDA, AMENDING THE CITY OF KEY COLONY BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE III – DISTRICT REGULATIONS, AMENDING FREEBOARD REQUIREMENTS; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Key Colony Beach is charged with the administration of a wide variety of municipal issues, such as the establishment and amendment of regulations, procedures, and standards of review of all proposed development in the City in order to comply with changes in flood maps being proposed by the Federal Emergency Management Agency (“FEMA”) and the National Flood Insurance Program (“NFIP”); and

WHEREAS, the City of Key Colony Beach is authorized by Florida law to foster and preserve the public health, safety, comfort, and welfare, along with aiding in the harmonious, orderly, and aesthetically pleasing and socially beneficial development of the City; and

WHEREAS, the City of Key Colony Beach Commission wishes to amend freeboard requirements in various parts of City’s Land Development Regulations governing maximum height permitted for development within the City to accommodate and to conform to specific categories of the district regulations as set forth under Article III and also in the City’s Comprehensive Plan.

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

This Ordinance amends the City of Key Colony Beach Land Development Regulations, Article III, Sections 101-10; 101-11; 101-12; 101-13; 101-14; 101-15; 101-17; and 101-18, as set forth in **Exhibit A** attached hereto. All underlined text constitutes additions to the existing code, with all strikethrough text constituting deletions from the existing code.

FIRST READING by the City of Key Colony Beach City Commission this 19th day of September, 2024.

Mayor Joey Raspe	NO _____	YES <u> x </u>
Vice-Mayor Freddie Foster	NO _____	YES <u> x </u>
Commissioner Tom Harding	NO _____	YES <u> x </u>
Commissioner Tom DiFransico	NO _____	YES <u> x </u>
Commissioner Doug Colonell	NO _____	YES <u> x </u>

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 17th day of October, 2024.

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

DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 17th day of October, 2024.

Joey Raspe, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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

ARTICLE III. DISTRICT REGULATIONS

ARTICLE III. DISTRICT REGULATIONS

Sec. 101-10. R-1A One dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate one unit detached dwellings. It conforms with the single-family residential category of the comprehensive plan.
- (2) *Permitted uses.* One unit detached dwelling.
 - Dockside shelter and related uses.
 - Private boat dock or pier.
 - Private garage.
 - Swimming pool.
 - Tennis court.
 - Home occupation as defined in section 101-34.
 - Family day care home as defined in article II.
 - Utility use, minor.
 - Yard adornments.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.
 - Minimum lot area of 7,500 square feet.
 - Minimum lot width of 75 feet.
- (4) *Lot area and width.*
 - Front yard minimum of 25 feet.
 - Side yard minimum of 8.5 feet on each side, except on a corner lot or a combined lot.
 - Rear yard minimum of 25 feet except a 50 foot minimum setback from mean high tide along Vaca Cut.
 - Corner lot minimum side yard of 25 feet on the street frontage and rear yard of 8.5 feet.
 - For combined lots, each side yard minimum shall be 10 per cent of total width.
- (5) *Setbacks* (see also section 101-26).
- (6) *Floor area.* Minimum habitable building area of 1,200 square feet per dwelling unit.
- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.
- (8) *Height.* Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories ~~and a minimum of 2' additional freeboard over that~~ as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.
- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-11. R-1B One dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate one unit detached dwellings. It conforms with the single-family residential category of the comprehensive plan.
- (2) *Permitted uses.* One unit detached dwelling.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Family day care home as defined in article II.

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 6,000 square feet.

Minimum lot width of 60 feet.

- (5) *Setbacks* (see also section 101-26).

Front yard minimum of 25 feet.

Side yard minimum of 7.5 feet on each side, except on a corner lot or a combined lot.

Rear yard minimum of 25 feet.

Corner lot minimum side yard of 25 feet on the street frontage and rear yard of 7.5 feet.

For combined lots, each side yard minimum shall be 10 per cent of total width.

- (6) *Floor area.* Minimum habitable building area of 1,000 square feet per dwelling unit.

- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.

- (8) *Height.* Maximum of 30 feet or 2 stories, whichever is less for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories ~~and a minimum of 2' additional freeboard over that~~ as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.

- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-12. R-2A Two dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate single unit detached and two unit dwellings. It conforms with the two-family residential category of the comprehensive plan.
- (2) *Permitted uses.*
 - One unit detached dwelling.
 - Two unit dwelling.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.
 - Dockside shelter and related uses.
 - Private boat dock or pier.
 - Private garage.
 - Swimming pool.
 - Tennis court.
 - Home occupation as defined in section 101-34.
 - Family day care home as defined in article II.
 - Utility use, minor.
 - Yard adornments.
- (4) *Lot area and width.*
 - Minimum lot area of 6,000 square feet.
 - Minimum lot width of 60 feet.
- (5) *Setbacks* (see also section 101-26).
 - Front yard minimum of 25 feet.
 - Side yard minimum of 7.5 feet on each side, except on 75 foot wide lots where the minimum shall be 8.5 feet, corner lots or on combined lots. In the case of attached two unit dwellings, one side setback shall be required for each dwelling.
 - Rear yard minimum of 20 feet.
 - Corner lots shall have minimum side yards of 25 feet on the street frontage and rear yards measuring the same distance as the required side yard.
 - For combined lots, the side yard minimum shall be 10 per cent of total width.
- (6) *Floor area.* Minimum habitable building area of 800 square feet per dwelling unit.
- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.
- (8) *Height.* Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and two stories ~~and a minimum 2' additional freeboard over that as~~ mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. In the event the application is made to elevate one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners within three hundred (300) feet of the

proposed construction and notice of the hearing shall be published in a newspaper of general circulation in Key Colony Beach no less than seven (7) days prior to the date of the hearing. No mechanical equipment shall be allowed on roof.

- (9) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-13. R-2B Two dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate one unit detached and two-unit dwellings. It conforms with the two-family residential category of the comprehensive plan.

- (2) *Permitted uses.*

One unit detached dwelling.

Two unit dwelling.

- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Family day care home as defined in article II.

Utility use, minor.

Yard adornments.

- (4) *Lot area and width.*

Minimum lot area of 5,500 square feet.

Minimum lot width of 40 feet.

See also section 101-192, nonconforming lots.

- (5) *Setbacks* (see also section 101-26).

Front yard minimum of 20 feet, except 5 feet on Clara Boulevard and Coral Lane.

Side yard minimum of 5 feet on each side, except on corner lots or on combined lots. In the case of attached two-unit dwellings, one side setback shall be required for each dwelling. A minimum side-yard setback of 5 feet shall be allowed only for pools within R2B zoning in accordance with section 101-26.

Rear yard minimum of 15 feet, except 5 feet on Clara Boulevard and Coral Lane.

Corner lot minimum side yard of 15 feet on the street frontage and rear yard of 5 feet.

For combined lots, the side yard minimum shall be 10 per cent of total width.

-
- (6) *Floor area.* Minimum habitable building area of 450 square feet per one story dwelling unit and minimum 800 square feet per two story dwelling unit.
- (7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.
- (8) *Height.* Maximum of 20 feet or 1 story, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and 2 stories ~~and a minimum of 2' additional freeboard over that~~ as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. In the event that application is made to elevate only one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with a particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners withing three hundred (300) feet of the proposed construction and notice of the hearing shall be published in a newspaper of general circulation in Key Colony Beach no less than seven (7) days prior to the date of the hearing. No mechanical equipment shall be allowed on roof.
- (9) New construction or renovation of an existing structure to a higher elevation shall require a minimum of 2 parking spaces for standard automobiles with one being an under structure parking space.
- (10) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].
- (Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 2021-469, § 2(Exh. A), 1-19-23; Ord. No. 2023-483, § 3, 4-20-23; Ord. No. 2023-488, § 3, 10-19-23)

Sec. 101-14. R-2C Two dwelling unit residence district.

- (1) *Intent.* This district is intended to accommodate single unit detached and two unit dwellings located on Lots 4-10, Marina Subdivision, and any platted resubdivision of the said lots. It conforms with the two-family residential category of the comprehensive plan.
- (2) *Permitted uses.*
- One unit detached dwelling.
 - Two unit dwelling.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.
- Dockside shelter and related uses.
 - Private boat dock or pier.
 - Private garage.
 - Swimming pool.
 - Tennis court.
 - Home occupation as defined in section 101-34.
 - Family day care home as defined in article II.
 - Utility use, minor.
 - Yard adornments.
- (4) *Lot area and width.*
- Minimum lot area of 6,500 square feet.

Minimum lot width of 65 feet.

(5) *Setbacks.* (See also section 101-26.)

Front yard minimum of 25 feet.

Side yard minimum of 8.5 feet. In the case of attached two unit dwellings, one side setback shall be required for each dwelling.

Rear yard minimum of 20 feet.

For combined lots, the side yard minimum shall be 10 per cent of total width.

Commercial uses adjacent to the southerly boundary of Lot 10 would be 9 feet (see also B-1 regulations, section 101-17).

(6) *Floor area.* Minimum habitable building area of 800 square feet per dwelling unit.

(7) *Pervious area.* Minimum of 25 per cent. Stormwater shall be retained onsite.

(8) *Height.* Maximum of 30 feet or 2 stories, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 40 feet and two stories ~~and a minimum of 2' additional freeboard over that as~~ mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. In the event the application is made to elevate one-half of an existing duplex, the architectural review procedures of section 101-167(2)(i) shall be applicable, with particular emphasis on the resulting harmoniousness with the adjoining half-duplex. Notification of the architectural review hearing shall be made in writing to all property owners within three hundred (300) feet of the proposed construction and notice of the hearing shall be published [prior] to the date of the hearing. No mechanical equipment shall be allowed on roof.

(9) *Special regulations.*

Type of construction: Ground floor structures which comply with federal flood elevation requirements shall be permitted, provided there is a two-car garage per dwelling unit and such garage may not thereafter be converted to any other use other than parking, and the lot is no less than 79 feet wide. Lots less than 79 feet in width must be stilt construction elevated 8 feet and provide for parking underneath the structure. The parking underneath the structure may not subsequently be converted to any other use.

Parking: No boat trailers, utility trailers, recreational vehicles, campers or other than private passenger vehicles shall be parked outside of the footprint of the house. No parking of any vehicles shall be permitted on the right-of-way.

Landscaping: A landscape buffer shall be maintained at a height no less than 6 feet along the northerly side of Lot 4 and the road adjoining said lot.

See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

(Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-15. R-3 Multiunit residence district.

(1) *Intent.* This district is intended to accommodate the full range of residential uses and related amenities. It conforms with the multifamily residential category of the comprehensive plan and therefore the density shall not exceed 8 units per acre.

(2) *Permitted uses.*

-
- One unit detached dwelling.
- Two unit dwelling.
- Multiunit dwelling.
- Beach club. (See definition of beach club for restrictions.)
- Community residential home as defined in article II.
- (3) *Accessory structures and uses.* See section 101-26 for detailed regulations.
- Dockside shelter and related uses.
- Private boat dock or pier.
- Private garage.
- Swimming pool.
- Tennis court.
- Home occupation as defined in section 101-34;
- Family day care home as defined in article II;
- Utility use, minor.
- Yard adornments.
- (4) *Lot area and width.*
- Minimum lot area of 20,000 square feet.
- Minimum lot width of 75 feet.
- (5) *Density.* Not more than 8 units per acre.
- (6) *Setbacks.*
- Front yard minimum of 50 feet, except tennis courts and swimming pools which may be set back 25 feet.
- Side yard minimum of 15 feet on each side, except 25 feet from street line on corner lots, and at least 10 per cent of total width for combined lots, up to a maximum of 30 feet on each side; no fence, gate, wall or hedge over 4 feet in height, or any accessory structure is permitted within the minimum required side yard.
- Rear yard minimum of 20 feet.
- Ocean: 100 feet from mean high water line.
- (7) *Floor area.* Minimum habitable building area of 900 square feet per dwelling unit.
- (8) *Building coverage.* Maximum of 33 per cent of lot area.
- (9) *Pervious area.* Minimum of 20 per cent.
- (10) *Height.* Maximum of 3 stories, but in no case more than 35 feet, whichever is less, for structures with habitable dwelling space below the applicable base flood elevation. Maximum of 48 feet and three stories and a minimum of 2' additional freeboard over that as mandated by Florida Building Code for structures where all habitable space exceeds applicable base flood elevation. No mechanical equipment shall be allowed on roof.
- (11) *Site plan.* A site plan is required for all development other than one or two family dwellings; see article XII.

(12) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-16. RH Resort hotel district.

(1) *Intent.* This district is intended to accommodate hotels, multiunit dwellings, beach clubs and restaurants with a waterfront, ocean resort orientation. The site plan review process shall further this goal. It conforms with the resort category of the comprehensive plan.

(2) *Permitted uses.*

Multiunit dwelling.

Hotel.

Beach club. (See definition of beach club for restrictions.)

Private membership club.

Restaurants and bars. (See article IV, supplemental regulations, section 101-42, for requirements for restaurants and bars.)

(3) *Accessory structures and uses.* See section 101-26 for additional regulations.

Club or bath house.

Dockside shelter and related uses.

Private boat dock or pier.

Private garage.

Utility shed.

Swimming pool.

Tennis court.

Home occupation as defined in section 101-34.

Utility use, minor.

Yard adornments.

(4) *Lot area and width.*

Minimum lot area of 20,000 square feet.

Minimum lot width of 75 feet.

(5) *Density.* Not more than 8 dwelling units per acre. In the case of a mixed-use project, this density shall be calculated by considering each hotel unit (suite or room) and each 1,200 square feet of business floor area as a dwelling unit.

(6) *Setbacks.*

Front yard minimum of 50 feet, except tennis courts and swimming pools which may be set back 25 feet.

Side yard minimum of 15 feet on each side, except 25 feet from street line on corner lots, and at least 10 per cent of total width for combined lots, up to a maximum of 30 feet on each side; no fence, gate, wall or hedge over 4 feet in height, or any accessory structure is permitted within the minimum required side yard.

Rear yard minimum of 20 feet.

Ocean: 100 feet from mean high water line.

- (7) *Floor area.* Minimum habitable building area of 600 square feet per dwelling unit but not hotel units.
- (8) *Building coverage.* Maximum of 33 per cent of lot area.
- (9) *Open space.* A hotel project shall provide 1,000 square feet of recreational open space per hotel unit. The location, design and facilities shall be reviewed and approved as part of the site plan.
- (10) *Pervious area.* Minimum of 20 per cent.
- (11) *Height.* Maximum of 3 stories, but in no case more than 48 feet in height. No mechanical equipment shall be allowed on roof.
- (12) *Site plan.* A site plan is required for all development; see article XII.
- (13) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X]. See also section 101-35 relative to any resort dwelling units to be sold as time shares.

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-17. B-1 Neighborhood business district.

- (1) *Intent.* This district is intended to provide those retail, personal service and office uses needed to serve the city's residential neighborhoods plus marinas. This conforms with the commercial category of the comprehensive plan. The site plan review process shall further the goal of water-related uses and design in B-1 districts south of the bridge.
- (2) *Permitted uses.* Convenience retail sales including groceries, hardware, variety, gift, florist, video, newspaper, jewelry, wearing apparel, fabrics, books, bakery goods, and similar retail uses.

Self-service laundry, dry cleaning and laundry pick-up, and similar service establishments.

Personal service shops such as barber, beauty parlor, shoe repair and tailor.

Offices.

Restaurants and bars. (See article IV, supplemental regulations, section 101-42, for requirements for restaurants and bars.)

Marina, to include boats for rent or hire carrying no more than 35 passengers except as expressly approved in advance by the city commission for special occasions, but not boat repair uses. (See section 101-51 for parking requirements.)

Live-aboard boats in conformance with chapter 5, article II and the densities in (6) below.

Medical marijuana treatment facilities and dispensing facilities are prohibited.

- (3) *Conditional uses.*

-
- Gasoline station: Conditioned on frontage along an arterial roadway (as so classified in the comprehensive plan).
- (4) *Accessory structures and uses.* All customary accessory structures and uses.
- (5) *Lot area and width.*
- Minimum lot area of 10,000 square feet.
- Minimum lot width of 90 feet.
- (6) *Density.* Live-aboard boats tied up to docks located within the B-1 district shall not exceed a density of 8 dwelling units per net acre with each such boat considered a dwelling unit.
- (7) *Setbacks.*
- Sadowski Causeway: Minimum of 40 feet.
- Other front yard: Minimum of 25 feet.
- Other side yard: Minimum of 5 feet, except 25 feet on a corner lot or from a residentially zoned parcel and at least 10 per cent of total width for a combined lot, up to a maximum of 30 feet on each side.
- Rear yard: Minimum of 15 feet.
- (8) *Lot coverage.* Maximum of 45 per cent.
- (9) *Pervious area.* Minimum of 20 per cent.
- (10) *Height.* Maximum of 2 stories, but in no case more than 48 feet in height and a minimum of 2' additional freeboard over that as mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.
- (11) *Site plan.* A site plan is required in accordance with article XII.
- (12) *Special regulations.* See sections governing floodplain management [article VIII], parking [article V], landscaping [article VI] and signs [article X].
- (Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-18. PB Public buildings and grounds districts.

- (1) *Intent.* This district is intended to accommodate city administrative or maintenance buildings, city wastewater treatment plant and other governmental uses. It conforms with the Public category of the comprehensive plan.
- (2) *Permitted uses.*
- Governmental administrative offices, including police station.
- Governmental maintenance facilities.
- Libraries.
- Post offices.
- Public parking including boat trailers.
- Public parks.
- Public restrooms.

Utility use, major.

(3) *Site design standards.*

Building setbacks:

Side setback: 20 feet, except on a combined lot where the side yard minimum shall be 10 per cent of total width, up to a maximum of 30 feet on each side.

Front setback: 25 feet.

Rear setback: 25 feet.

Pervious area minimum of 20 per cent.

Height maximum of 2 stories but in no case more than 48 feet in height and a minimum of 2' additional freeboard over that as mandated by Florida Building Code. No mechanical equipment shall be allowed on roof.

(4) *Special regulations.* See sections on floodplain management [article VIII], parking [article V], and landscaping [article VI].

(Ord. No. 299-1995, 12-28-95; Ord. No. 316-1998, 8-13-98; Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-19. PR Public recreation district.

(1) *Intent.* This district is intended to accommodate the city's park, recreation and public golf course facilities. It conforms to the recreational category of the comprehensive plan.

(2) *Permitted uses.*

Public parks and related recreational facilities.

Public golf courses and related building facilities.

(3) *Site design standards.*

Building setback minimum of 25 feet.

Height maximum of 40 feet.

(Ord. No. 299-1995, 12-28-95; Ord. No. 346-2002, 11-4-02; Ord. No. 2021-469, § 2(Exh. A), 1-19-23)

Sec. 101-20. C Conservation district.

(1) *Intent.* This district is intended to preserve unique natural features, particularly wetlands, in their natural state. This conforms to the conservation category in the comprehensive plan.

(2) *Permitted uses.* Open space, including wetlands.

(3) *Accessory uses.* Environmentally sensitive walkways.

(Ord. No. 299-1995, 12-28-95; Ord. No. 346-2002, 11-4-02)

Secs. 101-21—101-24. Reserved.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE 202-493

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH FLORIDA, AMENDING THE CITY OF KEY COLONY BEACH LAND DEVELOPMENT REGULATIONS, ARTICLE III – DISTRICT REGULATIONS, AMENDING FREEBOARD REQUIREMENTS; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): **The proposed ordinance wishes to amend freeboard requirements in various parts of the City's Land Development Regulations governing maximum height permitted for development within the City.**

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: **None.**

3. Estimate of direct compliance costs that businesses may reasonably incur: **None.**

4. Any new charge or fee imposed by the proposed ordinance: **None.**

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **None.**

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None.**

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):

• CLASSIFIEDS, PUBLIC & LEGAL NOTICES • 305.743.0844

NOTICE OF ELECTION

TUESDAY, NOVEMBER 5, 2024,
IN MONROE COUNTY, FLORIDA

NOTICE IS HEREBY GIVEN THAT AN ELECTION HAS BEEN CALLED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AT THE REQUEST OF THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, THE FIFTH DAY NOVEMBER, 2024, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY QUALIFIED ELECTORS OF MONROE COUNTY, FLORIDA THE FOLLOWING QUESTION:

RENEWAL OF OPERATIONAL FUNDING FOR MONROE COUNTY SCHOOLS:

The School District seeks to continue its current funding for operational expenses including teacher salaries and safe-school officers. Such funds will be shared with local charter schools proportionally based on their full-time student enrollment.

Shall the District continue to enact a yearly ad valorem tax of no more than 0.5625 mill, for four (4) years beginning January 1, 2027, to fund safe-school officers and operational expenses of Monroe County Schools?

_____ YES _____ NO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

AVISO DE PLEBISCITO

MARTES, 5 DE NOVIEMBRE DE 2024,
EN EL CONDADO DE MONROE, FLORIDA

POR LA PRESENTE SE NOTIFICA QUE LA JUNTA DE COMISIONADOS DEL CONDADO DE MONROE, FLORIDA, HA CONVOCADO A UN PLEBISCITO A SOLICITUD DE LA JUNTA ESCOLAR DEL CONDADO DE MONROE, FLORIDA, EL CUAL SE CELEBRARÁ DESDE LAS 7:00 A. M. HASTA LAS 7:00 P. M. DEL MARTES 5 DE NOVIEMBRE DE 2024, EN CUYO MOMENTO SE PRESENTARÁ A LOS ELECTORES DEBIDAMENTE CALIFICADOS DEL CONDADO DE MONROE, FLORIDA, LA SIGUIENTE PREGUNTA:

REFINANCIAMIENTO OPERATIVO PARA LAS ESCUELAS DEL CONDADO DE MONROE:

El distrito escolar busca continuar con el financiamiento actual para los gastos operativos, incluidos los salarios de los docentes y de los funcionarios de seguridad escolar. Los fondos se compartirán con las escuelas subsidiadas locales proporcionalmente en función del número de estudiantes matriculados a tiempo completo.

¿Deberá el distrito continuar promulgando un impuesto anual ad valorem de no más de 0.5625 mill, por cuatro (4) años a partir del 1 de enero de 2027, para financiar a los funcionarios de seguridad escolar y los gastos operativos de las escuelas del condado de Monroe?

_____ SÍ _____ NO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

NOTICE OF ELECTION

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IN MONROE COUNTY, FLORIDA

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FACILITATING SCHOOL DISTRICT CAPITAL PROJECTS THROUGH SALES TAX LEVY RATHER THAN RAISING LOCAL PROPERTY TAXES:

Renewed funding is required for the School District's capital improvement plan such as new construction, renovations, additions, security needs, technology implementation, school buses, and permitted capital improvements. The revenues collected must be shared with eligible charter schools based on their proportionate share of the total school district enrollment.

Shall the School Board of Monroe County, Florida continue to levy a one-half cent sales surtax for a period of ten (10) years beginning January 1, 2026?

_____ FOR THE ONE-HALF CENT TAX
_____ AGAINST THE ONE-HALF CENT TAX

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

AVISO DE PLEBISCITO

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IN MONROE COUNTY, FLORIDA

POR LA PRESENTE SE NOTIFICA QUE LA JUNTA DE COMISIONADOS DEL CONDADO DE MONROE, FLORIDA, HA CONVOCADO A UN PLEBISCITO A SOLICITUD DE LA JUNTA ESCOLAR DEL CONDADO DE MONROE, FLORIDA, EL CUAL SE CELEBRARÁ DESDE LAS 7:00 A. M. HASTA LAS 7:00 P. M. DEL MARTES 5 DE NOVIEMBRE DE 2024, EN CUYO MOMENTO SE PRESENTARÁ A LOS ELECTORES DEBIDAMENTE CALIFICADOS DEL CONDADO DE MONROE, FLORIDA, LA SIGUIENTE PREGUNTA:

FACILITAR LOS PROYECTOS DE CAPITAL DE LOS DISTRITOS ESCOLARES MEDIANTE LA RECAUDACIÓN DE IMPUESTOS A LAS VENTAS EN LUGAR DE AUMENTAR LOS IMPUESTOS LOCALES DE DERECHO INMOBILIARIO:

Se requiere refinanciamiento para el plan de mejoras de capital en el distrito escolar, el cual abarca construcciones, renovaciones, ampliaciones, seguridad, tecnología, autobuses escolares y mejoras permitidas de capital. Los ingresos recaudados deberán compartirse con las escuelas subsidiadas que califiquen en función de su participación proporcional de la matrícula total del distrito escolar.

¿Debe la Junta Escolar del condado de Monroe, Florida, continuar recaudando un impuesto a las ventas de medio céntimo por un período de diez (10) años, contados a partir del 1 de enero de 2026?

_____ A FAVOR DEL IMPUESTO DE MEDIO CÉNTIMO
_____ EN CONTRA DEL IMPUESTO DE MEDIO CÉNTIMO

September 26, October 3, 10 & 17, 2024. The Weekly Newspapers.

LEGAL NOTICES

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
"SECOND/FINAL READING OF ORDINANCE NO. 2024-492"
NOTICE IS HEREBY GIVEN that the City Commission of the City of Key Colony Beach, Florida, will hold the following Public Hearing to hear amendments to the City's Code of Ordinances.
DATE/TIME: Thursday, October 17th, 2024, 9:35 AM or after the Public Hearing
LOCATION: City of Key Colony Beach, Marble Hall, 600 W. Ocean Dr., Key Colony Beach. The proposed Ordinance to be heard by the City Commission is (ORDINANCE NO. 2024-492), entitled: "AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH AMENDING CHAPTER SIX OF THE CODE OF ORDINANCES, AMENDMENTS TO THE FLORIDA BUILDING CODE: THE CITY OF KEY COLONY BEACH CODE OF ORDINANCES TO MODIFY CHAPTER 6 - BUILDINGS AMENDMENTS TO THE FLORIDA BUILDING CODE; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE." The Business Impact Statement is available for review on the City of Key Colony Beach's website at www.keycolonybeach.net and at City Hall at 600 W. Ocean Drive, Key Colony Beach. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach. If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding 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. If you are unable to attend the Public Hearing on Thursday, October 17th, 2024, but wish to comment, please direct correspondence to the City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, or cityclerk@keycolonybeach.net and your comments will be entered into the record. To be published: On or before October 7th, 2024.
City Clerk
City of Key Colony Beach, Florida
Publish:
October 3, 2024
The Weekly Newspapers

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
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LEGAL NOTICES

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3	7	2	4	9	8	5	1	6
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ORDINANCE NO. 2024-494

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VII, SECTIONS 2-86 AND 2-88 OF THE CODE OF ORDINANCES OF THE CITY OF KEY COLONY BEACH RELATED TO MEETINGS OF THE CITY COMMISSION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City Commission of the City of Key Colony Beach (the “City Commission”) wishes to amend Chapter 2, Article VII, Secs. 2-86 and 2-88 of the City’s Code of Ordinances (the “Code”) of in order to promote efficiency and costs savings with regard to conducting official business of the City; and

WHEREAS, The City Commission seeks to add a Consent Agenda apart from Discussion Action Items into its regular City Commission Meetings and provide further clarification to the order of business; and

WHEREAS, the new order of business in Sec 2-88 reflects the current order of business that promotes efficiency in regular City Commission Meetings; and

WHEREAS, the consent agenda expedites meetings, matters of business of a repetitive and/or routine nature (including, but not limited to, Resolutions, fund transfers, grants, appointments, bid awards, contract approvals, etc.) may be included in the Consent Agenda, and all such matters of business contained in the Consent Agenda shall be voted on collectively; and

WHEREAS, the City Commission of the City of Key Colony Beach finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

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

Section 1: Recitals

The above recitals are true and correct and are hereby incorporated by reference.

Section 2: Effective Date

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

Section 3: Amendment

Chapter 2, Article VII of the City of Key Colony Beach Code of Ordinances shall be amended to read as follows:

Sec. 2-86. – Agenda.

The Mayor with the advice of the City Clerk and Commissioners, shall prepare an agenda of subjects to be acted on for each meeting. The agenda shall be made available to the Commissioners by the Friday immediately prior to any regular commission meeting or four (4) days before any special or emergency meeting, time permitting. The order of the agenda may be changed during a meeting by a majority vote of the City Commission. A new subject that requires urgent attention may be added to the agenda during a meeting by a majority vote of the City Commission. Agendas will include a consent agenda, defined in Florida Statute 332.0075 as an agenda which consists of items voted on as a group and which does not provide the opportunity for public comment on each such item before approval or disapproval by the governing body. Commissioners can remove agenda items from the Consent Agenda to the regular agenda.

....

Sec. 2-88. – Order of business.

All regular meetings of the City Commission should follow an established order of business. The order is as follows:

- ~~(1) — Call to order~~
- ~~(2) — Correspondence and citizen comments.~~
- ~~(3) — Minutes.~~
- ~~(4) — Reports from committees and departments.~~
- ~~(5) — Items of discussion/approval~~
- ~~(6) — City administrator items for discussion.~~
- ~~(7) — City Attorney's report.~~
- ~~(8) — Ordinances and resolutions.~~
- ~~(9) — Commissioner's reports and comments.~~
- ~~(10) — Adjournment.~~

- (1) Call to Order, Pledge of Allegiance, Prayer, & Roll Call
- (2) Special Requests
- (3) Citizen Comments and Correspondence
- (4) Committee and Department Reports
- (5) Consent Action Items

- (6) Discussion Action Items
- (7) Ordinances/Resolutions
- (8) Secretary-Treasurer's Report
- (9) City Attorney's Report
- (10) Commissioner Reports & Comments
- (11) Citizen Comments
- (12) Adjournment

....

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 of Key Colony Beach, Florida

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.

FIRST READING by the City of Key Colony Beach City Commission this 19th day of September 2024.

Mayor Joey Raspe	NO _____ YES <u> x </u>
Vice Mayor Freddie Foster	NO _____ YES <u> x </u>
Commissioner Tom Harding	NO _____ YES <u> x </u>
Commissioner Tom DiFransico	NO _____ YES <u> x </u>
Commissioner Doug Colonell	NO _____ YES <u> x </u>

SECOND READING AND DULY ADOPTED by the City of Key Colony Beach City Commission on this 17th day of October 2024.

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

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

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY
COLONY BEACH, FLORIDA**, this 17th day of October 2024.

Joey Raspe, Mayor

Silvia Roussin, City Clerk

Approved as to form and legal sufficiency:

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



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Key Colony Beach, Florida's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

ORDINANCE NO. 2024-494

AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VII, SECTIONS 2-86 AND 2-88 OF THE CODE OF ORDINANCES OF THE CITY OF KEY COLONY BEACH RELATED TO MEETINGS OF THE CITY COMMISSION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

The City of Key Colony Beach, Florida (hereinafter "City") is of the view that the following exception(s) to the Business Impact Estimate requirement apply that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance relates to meetings of the City Commission, in particular an amendment to the order of business and the addition of a consent agenda.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: **None.**

3. Estimate of direct compliance costs that businesses may reasonably incur: **None.**

4. Any new charge or fee imposed by the proposed ordinance: **None.**

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **None.**

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **None.**

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: the City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on the City's website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): **n/a**

• CLASSIFIEDS, PUBLIC & LEGAL NOTICES • 305.743.0844

LEGAL NOTICES

at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach. If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding 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. If you are unable to attend the Public Hearing on Thursday, October 17th, 2024, but wish to comment, please direct correspondence to the City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, or cityclerk@keycolonybeach.net and your comments will be entered into the record. To be published: On or before October 7th, 2024
City Clerk
City of Key Colony Beach, Florida
Publish: October 3, 2024
The Weekly Newspapers

CITY OF KEY COLONY BEACH
NOTICE OF CODE AMENDMENT HEARING
"SECOND/FINAL READING OF ORDINANCE NO. 2024-494"
NOTICE IS HEREBY GIVEN that the City Commission of the City of Key Colony Beach, Florida, will hold the following Public Hearing to hear amendments to the City's Code of Ordinances. DATE/TIME: Thursday, October 17th, 2024, 9:35 AM or after the Public Hearing
LOCATION: City of Key Colony Beach, Marble Hall, 600 W. Ocean Dr., Key Colony Beach. The proposed Ordinance to be heard by the City Commission is [ORDINANCE NO. 2024-494], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE VII, SECTIONS 2-85 AND 2-88 OF THE CODE OF ORDINANCES OF THE CITY OF KEY COLONY BEACH RELATED TO MEETINGS OF THE CITY COMMISSION PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT, PROVIDING FOR SEVERABILITY, REPEAL, AND CODIFICATION, PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES, AND PROVIDING FOR AN EFFECTIVE DATE." The Business Impact Statement is available for review on the City of Key Colony Beach's website at www.keycolonybeach.net and at City Hall at 600 W. Ocean Drive, Key Colony Beach.
Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Copies of the proposed Ordinance are available for inspection at the City Hall of Key Colony Beach. If any person decides to appeal any decision made by the Key Colony Beach City Commission with respect to any matter considered at the Code Amendment Hearing, that person will need a record of the proceeding 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. If you are unable to attend the Public Hearing on Thursday, October 17th, 2024, but wish to comment, please direct correspondence to the City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, or cityclerk@keycolonybeach.net and your comments will be entered into the record. To be published: On or before October 7th, 2024
City Clerk
City of Key Colony Beach, Florida
Publish: October 3, 2024
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LEGAL NOTICES

NOTICE OF REQUEST FOR COMPETITIVE SOLICITATIONS
NOTICE IS HEREBY GIVEN that on Thursday, October 24, 2024, at 3:00 P.M., the Monroe County Purchasing Office will receive and open sealed responses for the following:
Jacobs Aquatic Center Filtration System Upgrade
Monroe County, Florida
Pursuant to F.S. § 50.021(1)(3) (a), all published competitive solicitation notices can be viewed at: www.floridapublicnotices.com, a searchable Statewide repository for all published legal notices. Requirements for submission of the solicitation criteria may be requested from the county's electronic bidding platform at <https://monroecounty-fl.bonfirehub.com> or www.monroecounty-fl.gov/BonfireBids. The Public Record on this election criteria may be requested from the Monroe County Purchasing Department receives bids via the Bonfire electronic bidding platform. Please do not email, mail or attempt to deliver in person any sealed bids. Emailed/mailed/physically delivered bids/proposals/responses WILL NOT be accepted.
The Monroe County Purchasing Department hereby directs that bids be submitted via the Bonfire electronic bidding platform at <https://monroecounty-fl.bonfirehub.com>, no later than 3:00 P.M. on Thursday, October 24, 2024. There is no cost to the bidder to use the Bonfire platform. Please do not submit your confidential financial information as part of your proposal. There are separate uploads for each set of documents, including confidential financial information. All proposals will be made public on the platform after an intended decision of 30 days, whichever is earlier, unless the bids/proposals are rejected in accordance with F.S. 119.071. If your proposal document includes financial information, that information will be considered confidential and will be available and viewable to the public in accordance with public records law. In the event of a discrepancy between the bid amount on the Proposal Form and the bid amount entered in Bonfire, the bid amount listed in the "Proposal Form" provided by Monroe County in the RFP is the amount that will be utilized by the County when considering the bid proposal. The County reserves the right to waive any proposal/bid irregularity.
The bid opening for this solicitation will be held virtually, via the internet, at 3:00 P.M., on Thursday, October 24, 2024. You may call by phone or internet using the following:
Join Zoom Meeting
<https://mcboc.zoom.us/j/4509326156>
Meeting ID: 4509326156
One tap mobile:
+16465189805, 4509326156#
US (New York)
+16699006833, 4509326156#
US (San Jose)
Dial by your location:
+1 646 518 9805 US (New York)
+1 669 900 6833 US (San Jose)
Publish: October 3, 2024
The Weekly Newspapers

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR MONROE COUNTY, FLORIDA
CASE NO.: 2023-CA-268-M
NOTICE OF FORECLOSURE SALE
BY CLERK OF THE CIRCUIT COURT
Notice is hereby given that the undersigned, Kevin Madok, Clerk of the Circuit Court of Monroe County, Florida, will, on the 22ND day of October, 2024 at 11 o'clock a.m., at 500 Whitehead Street, Monroe County, in the City of Key West, Florida, offer for sale and sell at public outcry to the highest and best bidder for CASH the Following described property situated in Monroe County, Florida, to wit:
Property Address: 329 63rd Court Gulf, Marathon,

LEGAL NOTICES

Florida 33050; and 57468 and 57478 Overseas Highway, Grassy Key, Florida 33050. Pursuant to ORDER GRANTING PLAINTIFF'S THIRD MOTION TO CANCEL AND RESCHEDULE 9/20/24 FORECLOSURE SALE entered in a case pending in said Court, the 19th day of September 2024
Style of which is: RED MANGROVE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY Plaintiff, VS. MARATHON DEVELOPMENT PARTNERS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CEDARE DAKEL, INC., A DELAWARE FOR-PROFIT CORPORATION, MARK RAY GERERGER, PERSONAL GUARANTOR, ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S)/WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS, AND ANY AND ALL UNKNOWN OCCUPANT(S) OR TENANT(S) OF 329 63RD COURT GULF, MARATHON, FLORIDA 33050 AND 57468 AND 57478 OVERSEAS HIGHWAY, GRASSY KEY, FLORIDA 33050, Defendant.
And the Docket Number of which is Number 2023-CA-268-M
WITNESS my hand and the Official Seal of Said Court, this 23RD day of September 2024
KEVIN MADOK, CPA Clerk of the Circuit Court
By: Shonta McLeod As Deputy Clerk
Florida Statute 45.031: Any person claiming an interest in the surplus from a sale, if any, other than the property owner as of the public sale, is in default if the claimant does not file a claim within the period (60) days after the sale.
Publish: October 3 & 10, 2024
The Weekly Newspapers

IN THE CIRCUIT COURT OF MONROE COUNTY, FLORIDA
PROBATE DIVISION
FILE NO.: 24-CP-452-M
IN RE: ESTATE OF DAVID MICHAEL RILE
Deceased.
NOTICE TO CREDITORS
The administration of the estate of David Michael Rile, deceased, whose date of death was October 9, 2023, is pending in the Circuit Court for Monroe County, Florida, Probate Division, the address of which is 3117 Overseas Highway, Marathon, FL 33050. The names and addresses of the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court ON OR BEFORE THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
The personal representative has no duty to discover whether any property held at the time of the decedent's death by the decedent or the decedent's surviving spouse is property to which the Florida Uniform Disposition of Community Property Rights at Death Act as described in ss. 732.216-732.228, Florida Statutes, applies, or may apply, unless a written demand is made by a creditor as specified under ss. 732.2211, Florida Statutes. All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN FLORIDA STATUTE SECTION 732.702 WILL BE FOREVER BARRED.

LEGAL NOTICES

NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is: October 3, 2024.
Personal Representative: Beatrice Rile
97 Coco Plum Drive
Slip B28
Marathon, Florida 33050
Attorney for Personal Representative: Robert K. Miller, Esq.
Attorney
Florida Bar Number: 359173
Cunningham Miller Rhyne PA
10075 Overseas Hwy
PO Box 500938
Marathon, FL 33050
Telephone: (305) 743-9428
Fax: (305) 743-8800
E-Mail: service@floridakeyslaw.com
Secondary E-Mail: rmiller@floridakeyslaw.com
Publish: October 3 & 10, 2024
The Weekly Newspapers

IN THE CIRCUIT COURT, IN AND FOR MONROE COUNTY, FLORIDA
PROBATE DIVISION
CASE NO.: 24-CP-000364-P
IN RE: ESTATE OF KAREN L. BECKER
A/K/A KAREN L. BECKER, Deceased.
NOTICE TO CREDITORS
The administration of the estate of KAREN L. BECKER AKA KAREN L. BECKER, ("Decedent") deceased, whose date of death was December 9, 2023, and whose Social Security Number is XXX-XX-8954, is pending in the Circuit Court for Monroe County, Florida, Probate Division, the address of which is 8677 Overseas Highway, Suite 2, Plantation Key, FL 33076. The names and addresses of the Petitioner and the Petitioner's attorney are set forth below.
All creditors of the Decedent and other persons having claims or demands against Decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the Decedent and other persons having claims or demands against Decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE. ALL CLAIMS NOT SO FILED WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
A PERSONAL REPRESENTATIVE OR CURATOR HAS NO DUTY TO DISCOVER WHETHER ANY PROPERTY HELD AT THE TIME OF THE DECEDENT'S DEATH BY THE DECEDENT OR THE DECEDENT'S SURVIVING SPOUSE IS PROPERTY TO WHICH THE FLORIDA UNIFORM DISPOSITION OF COMMUNITY PROPERTY RIGHTS AT DEATH ACT AS DESCRIBED IN FLORIDA STATUTE 732.216-732.228, APPLIES, OR MAY APPLY, UNLESS A WRITTEN DEMAND IS MADE BY A CREDITOR AS SPECIFIED UNDER SECTION 732.2211.
The date of first publication of this notice is October 3, 2024.
Petitioner: STACY RUTER
A/K/A STACY B. RUTER
566 Decker Road
Wallkill, NY 12590
Attorney for Petitioner: ALFRED V. NICOLETTI, ESQ.
Florida Bar No.: 125446
LAW OFFICES OF AL NICOLETTI
7512 Dr. Phillips Blvd.
Suite 50-647
Orlando, Florida 32819
Publish: October 3 & 10, 2024
The Weekly Newspapers

IN THE CIRCUIT COURT OF THE SIXTEENTH JUDICIAL CIRCUIT
IN AND FOR

LEGAL NOTICES

MONROE COUNTY, FLORIDA
DIVISION: PROBATE
FILE NO.: 2024-CP-446-K
IN RE: ESTATE OF JOHN WILSON, JR.
Deceased.
NOTICE TO CREDITORS
The administration of the estate of John Wilson, Jr., deceased, whose date of death was June 30, 2024, is pending in the Circuit Court for Monroe County, Florida, Probate Division, the address of which is 500 Whitehead Street, Key West, Florida 33040. The names and addresses of the personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
The date of the second publication of this notice is October 10, 2024.
Personal Representative: Donna L. Wilson
27382 Angiola Road
Ramrod Key, FL 33042
Attorney for Personal Representative: Anthony J. Barrows
Attorney for Personal Representative
Florida Bar Number: 662569
WRIGHT BARROWS PLLC
9711 Overseas Highway
Marathon, FL 33050
Telephone: (305) 743-8118
Fax: (305) 489-0307
E-mail: Tony@keys closings.com
Publish: October 3 & 10, 2024
The Weekly Newspapers

NOTICE OF APPLICATION FOR TAX DEED
2024-09
Notice is hereby given that BEAMIF A LLC holder of the following Certificate(s) has filed said Tax Certificate(s) for a Tax Deed to be issued thereon. The Certificate Number and year of issuance, the description of property, and Name in which it is assessed are as follows:
Certificate Number: 2021/1635
Alt Key No: 1632813
Date of Issuance: June 1, 2021
RE: 00513510-000000
Description of Property: BK 3 LT 6 PARADISE POINT PB3-16 KEY LARGO OR75-278 OR3033-1875
Name in which assessed: MAESTRE LUZ ELENA
All of said property being in the County of Monroe, State of Florida.
Unless such certificate or certificates shall be redeemed according to law the property described in such certificate or certificates will be sold to the highest bidder at the Old Courthouse Steps: 500 Whitehead Street, Key West, FL
Sale Date: October 30th, 2024
Sale Time: 10:00am
Dated this 5th day of August 2024
KEVIN MADOK
CLERK OF THE CIRCUIT COURT OF MONROE COUNTY,

LEGAL NOTICES

FLORIDA
By: Aneta Jodkowska, Deputy Clerk
Publish: September 12, 19 & 26 and October 3, 2024
The Weekly Newspapers

NOTICE OF APPLICATION FOR TAX DEED
2024-10
Notice is hereby given that VINMAS HOLDINGS, LLC VINMAS HOLDINGS, LLC holder of the following Certificate(s) has filed said Tax Certificate(s) for a Tax Deed to be issued thereon. The Certificate Number and year of issuance, the description of property, and Name in which it is assessed are as follows:
Certificate Number: 2020/1973
Alt Key No: 1650439
Date of Issuance: June 1, 2020
RE: 00531240-000000
Description of Property: BK 9 LT 2 HOLIDAY HOMESITES PB2-168 KEY LARGO OR87-491 OR782-1315 OR783-372-381 OR2348-1974/75 OR2380-335/D/C OR2380-337 OR2389-84 OR2543-1198
Name in which assessed: GRAVES FRANCIS LECLAIR III
All of said property being in the County of Monroe, State of Florida.
Unless such certificate or certificates shall be redeemed according to law the property described in such certificate or certificates will be sold to the highest bidder at the Old Courthouse Steps: 500 Whitehead Street, Key West, FL
Sale Date: October 30th, 2024
Sale Time: 10:00am
Dated this 5th day of August 2024
KEVIN MADOK
CLERK OF THE CIRCUIT COURT OF MONROE COUNTY, FLORIDA
By: Aneta Jodkowska, Deputy Clerk
Publish: September 12, 19 & 26 and October 3, 2024
The Weekly Newspapers

NOTICE OF APPLICATION FOR TAX DEED
2024-11
Notice is hereby given that BEAMIF A LLC holder of the following Certificate(s) has filed said Tax Certificate(s) for a Tax Deed to be issued thereon. The Certificate Number and year of issuance, the description of property, and Name in which it is assessed are as follows:
Certificate Number: 2021/1635
Alt Key No: 1632813
Date of Issuance: June 1, 2021
RE: 00513510-000000
Description of Property: BK 3 LT 2 PARADISE POINT PB3-16 KEY LARGO OR75-278 OR3033-1875
Name in which assessed:

LEGAL NOTICES

MAESTRE LUZ ELENA
All of said property being in the County of Monroe, State of Florida.
Unless such certificate or certificates shall be redeemed according to law the property described in such certificate or certificates will be sold to the highest bidder at the Old Courthouse Steps: 500 Whitehead Street, Key West, FL
Sale Date: October 30th, 2024
Sale Time: 10:00am
Dated this 5th day of August 2024
KEVIN MADOK
CLERK OF THE CIRCUIT COURT OF MONROE COUNTY, FLORIDA
By: Aneta Jodkowska, Deputy Clerk
Publish: September 12, 19 & 26 and October 3, 2024
The Weekly Newspapers

NOTICE OF APPLICATION FOR TAX DEED
2024-12
Notice is hereby given that MATHIEVA WASHLESK holder of the following Certificate(s) has filed said Tax Certificate(s) for a Tax Deed to be issued thereon. The Certificate Number and year of issuance, the description of property, and Name in which it is assessed are as follows:
Certificate Number: 2021/665
Alt Key No: 1216569
Date of Issuance: June 1, 2021
RE: 00167570-000000
Description of Property: LT 49 SUGARLOAF TOWNSITE PB3-180 SUGARLOAF KEY OR518-498 OR827-654 OR975-338 OR1073-996 OR1115-2188C OR1115-2189C OR1810-1163 OR3072-1298
Name in which assessed: GEORGE STEVEN D LIVING TRUST 08/06/23 KLAFFEL ILENE C/O NEIL GORDON CO TRUSTEE
All of said property being in the County of Monroe, State of Florida.
Unless such certificate or certificates shall be redeemed according to law the property described in such certificate or certificates will be sold to the highest bidder at the Old Courthouse Steps: 500 Whitehead Street, Key West, FL
Sale Date: October 30th, 2024
Sale Time: 10:00am
Dated this 5th day of August 2024
KEVIN MADOK
CLERK OF THE CIRCUIT COURT OF MONROE COUNTY, FLORIDA
By: Aneta Jodkowska, Deputy Clerk
Publish: September 12, 19 & 26 and October 3, 2024
The Weekly Newspapers

SUDOKU SOLUTION

7	8	9	1	3	4	6	2	5
2	3	4	6	5	7	1	8	9
5	1	6	8	2	9	7	3	4
4	9	5	3	8	1	2	6	7
8	2	3	5	7	6	9	4	1
1	6	7	9	4	2	8	5	3
3	7	2	4	9	8	5	1	6
9	5	1	2	6	3	4	7	8
6	4	8	7	1	5	3	9	2

RESOLUTION NO. 2024-13

**A RESOLUTION BY THE CITY OF KEY COLONY BEACH
BOARD OF COMMISSIONERS AMENDING RESOLUTION
2021-08 FEE SCHEDULE FOR BUILDING DEPARTMENT
PERMITS AND SERVICES; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Chapter 6, Buildings of the Code of Ordinances of the City of Key Colony Beach, Florida, refers to a Fee Schedule as a separate document from the Ordinance, and

WHEREAS, Chapter 9, Licenses, Permits and Business Regulations of the Code of Ordinances of the City of Key Colony Beach, Florida, refers to administrative fees for services; and

WHEREAS, Chapter 14, Sewers and Sewage Disposal of the Code of Ordinances of the City of Key Colony Beach, Florida, refers to administrative fees for services; and

WHEREAS, Chapter 15, Stormwater of the Code of Ordinances of the City of Key Colony Beach, Florida, refers to administrative fees for services; and

WHEREAS, it has become necessary to increase and decrease certain fees to more accurately reflect the costs of the services performed.

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

Section 1. The above recitations are hereby adopted and incorporated herein.

Section 2. This Resolution amends the Miscellaneous Fee Schedule for the City Commission of the Key Colony Beach to read as follows:

BUILDING PERMIT FEES

~~No permit required for estimated work under \$1,000, however, an inspection may be necessary as determined by the Building Official, with a charge of \$25.00.~~

TYPE OF STRUCTURE

PERMIT FEE

NEW: SINGLE-FAMILY, DUPLEX,
MULTI-FAMILY, BUSINESS

~~\$15~~ \$13 per \$1,000 of Job Cost

* Excludes open or enclosed garages, open or screened porches, carports and similar construction, as well as the floor area of any non-habitable floor.

SEA WALLS, SWIMMING POOLS, SPAS, TENNIS COURTS, DOCKS, ADDITIONS, ALTERATIONS, ROOFING (REPAIRS AND NEW ROOFS), MAJOR REPAIR, ELECTRICAL, PLUMBING, MECHANICAL ADDITIONS OR ALTERATIONS.

Costs of Up To \$2,000 - Flat Fee	\$ 100
Costs Greater Than \$2,000 - Per \$1,000 or Any Part Thereof	\$ 40 <u>\$35</u>

Option for utilizing Private Inspection Providers, provider is required to be approved by the Building Department.

13% discount on the Building Permit Fee, provided communication occurs during the application process or prior to an initial inspection by the Building Department.

TRIPLE FEES PLUS \$500 shall be charged if work for which a permit is required is started or proceeds prior to procuring a permit.

CONSULTING CITY ENGINEER

Additional fee to applicant as determined by services rendered.

CONSULTING CITY LEGAL

Additional fee to applicant as determined by services rendered.

FIRE SAFETY PLAN REVIEW

Minimum Fee	\$ 50	<u>\$75</u>
Single-Family	\$ 100	<u>\$125</u>
Duplex	\$ 200	<u>\$225</u>
Multi-family, commercial new construction, alterations and additions	0.15% of construction cost	

FIRE SAFETY ANNUAL INSPECTION

Condominium common areas and Beauty salons	\$ 75
Restaurants and bars	\$ 125 <u>\$150</u>
Offices	\$ 50
Gasoline stations	\$ 125 <u>\$175</u>
Marinas dispensing and storing fuel	\$ 125 <u>\$175</u>
Theater and special gatherings (each)	\$ 50
Fire wells	\$ 175

CLEAN-UP BONDS (refundable)

Single-Family	\$ 1,000
Duplex	\$ 2,000
All Other Structures	\$ 4,000

FINAL INSPECTION FEE ON ADDITIONS, ALTERATIONS, MAJOR REPAIRS

Refundable up to one year after permit is issued	\$ 500
Charged as determined by Building Official	

PROPERTY INQUIRY FEE ~~\$ 30~~ \$50

TRANSFER OF OWNERSHIP RECORDS FEE

Single-Family, Duplex, or Vacant Lot	\$ 200
Condominium	\$ 100

SEWER CONNECTION FEE

Each New Residential Living Unit \$5,625 Per Unit
Each Redeveloped Residential Living Unit \$5,625 unless paid at original development.
(See Chapter 14 of the Code of Ordinances for exceptions)

SEWER TIE-IN INSPECTION FEE ~~\$ 100~~ \$150

IMPACT FEE ~~\$1,213~~ \$1,350 Per Unit

BUILDING SURCHARGE FEE 2.5% of Permit Fee, Minimum \$4.00

CONTINUED EDUCATION FEE \$ 25

KEY COLONY BEACH DEVELOPMENT FEE \$ 2,000

Cost to be determined based on an estimate from the Staff from the scope of the project, which would include legal cost. Cost for recovery costs only.

BUILDING PLANNING & ZONING REVIEW

New Construction	\$250 <u>\$500</u>
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BUSINESS TAX ADMINISTRATIVE AND INSPECTION FEES

Vacation Rental – Single Family and Duplex

Up to 999 square feet	\$ 472.50	<u>\$525.00</u>
1,000 square feet to 1,199 square feet	\$ 675.00	<u>\$725.00</u>
1,200 square feet to 1,399 square feet	\$ 810.00	<u>\$860.00</u>
1,400 square feet to 1,599 square feet	\$ 945.00	<u>\$1,000.00</u>
1,600 square feet to 1,799 square feet	\$ 1,080.00	<u>\$1,130.00</u>
1,800 square feet to 1,999 square feet	\$ 1,215.00	<u>\$1,265.00</u>
2,000 square feet and above	\$ 1,350.00	<u>\$1,400.00</u>

Vacation Rental – Condo & Co-Op

Up to 999 square feet	\$ 349.80	<u>\$400.00</u>
1,000 square feet to 1,199 square feet	\$ 477.00	<u>\$525.00</u>
1,200 square feet to 1,399 square feet	\$ 572.40	<u>\$625.00</u>
1,400 square feet to 1,599 square feet	\$ 667.80	<u>\$725.00</u>
1,600 square feet to 1,799 square feet	\$ 763.20	<u>\$825.00</u>

1,800 square feet to 1,999 square feet	\$ 858.60	<u>\$900.00</u>
2,000 square feet and above	\$ 954.00	<u>\$1,000.00</u>
Long Term Rental	\$168.75	<u>\$200.00</u>
Condominium and Cooperative Association		
Transient & Transient Resort Rental Unit	\$ 393.75	<u>\$450.00</u>
Hotel & Motel Rental Units		
Per Room	\$ 56.25	<u>\$64.00</u>
Per Suite	\$ 112.50	<u>\$130.00</u>
Per Villa	\$ 1,125.00	<u>\$1,175.00</u>
Restaurant		
Per Seat	\$ 1.87	<u>\$2.15</u>
Home Occupation	\$ 112.50	<u>\$130.00</u>
Charter Boat	\$ 151.87	<u>\$175.00</u>
Retail Store/Food Service	\$ 151.87	<u>\$175.00</u>
Gas Station	\$ 281.25	<u>\$320.00</u>
Convenience Store within Gas Station	\$ 67.50	<u>\$80.00</u>
Golf Course	\$ 28.12	<u>\$75.00</u>
Property Manager License	\$ 150.00	<u>\$175.00</u>
<u>Make-Up Property Manager Training Classes -As Needed</u>		<u>\$50.00</u>
Transfer of Owner, Manager, or Local Contact	\$ 112.50	
Safety Re-Inspection/Cancellation Fee	\$ 300.00	

Section 3. That the City Commission of the City of Key Colony Beach, Florida, hereby approves Resolution 2024-13.

Section 4. That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

Section 5. That this Resolution shall go into effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on October 17, 2024.

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

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

Joey Raspe, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

RESOLUTION NO. 2024-15

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KEY COLONY BEACH, FLORIDA AMENDING
RESOLUTION 2021-05 MISCELLANEOUS FEE SCHEDULE;
AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City of Key Colony Beach charges fees for miscellaneous services and boat trailer parking, and

WHEREAS, fees charged by the city for miscellaneous services and boat trailer parking fees were last amended in April 2021, and

WHEREAS, it has become necessary to increase the miscellaneous services and boat trailer fees to more accurately reflect the costs of the services performed.

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

Section 1. The above recitations are hereby adopted and incorporated herein.

Section 2. This Resolution amends the Miscellaneous Fee Schedule for the City Commission of the Key Colony Beach to read as follows:

MISCELLANEOUS FEES

Garbage Service Charge	\$ 50.00	<u>75.00</u>
Application for Variance (LDR 101-171)	700.00	<u>800.00</u>
Application for Administrative Variance		
Sheds (Code 6-18)	50.00	
Sewer Easement (Code 14-32)	100.00	<u>150.00</u>
Application for Re-zoning	2,000.00	<u>2,500.00</u>
Yard Sale Permits	25.00	
Returned Check Fee	25.00	<u>35.00</u>
Label Format List of Owners per list	10.00	<u>25.00</u>
Sign Permit	20.00	<u>35.00</u>

Fee Schedule: Sandwich Board (not to exceed 2'x 4') \$75.00 annual fee B-1 & RH only
Contractor/Banner Style (not to exceed 30 sq ft) \$150.00 annual fee B-1, RH, & R-3 only.

BOAT TRAILER PARKING, TEMPORARY BASIS

Per Week	\$100.00 <u>150.00</u>
Per Month, up through Six Months	\$200.00 <u>300.00</u>

First Responders and Active Retired Military Personnel receive a 20% discount with a valid military/responder ID

BOAT TRAILER LONG TERM PARKING FEE

APRIL 1 – MARCH 31 Each Year (BILLING PERIOD)

Trailer Length 21’ or less	200.00 <u>\$250.00</u> Annual
Trailer Length 21’ to 24’6”	250.00 <u>\$350.00</u> Annual
Trailer Length 24’6” up	300.00 <u>\$400.00</u> Annual
Late Fee for One Month	25.00 <u>\$35.00</u>

Section 3. That the City Commission of the City of Key Colony Beach, Florida, hereby approves Resolution 2024-15.

Section 4. That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

Section 5. That this Resolution shall go into effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on October 17, 2024.

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

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

Joey Raspe, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

RESOLUTION NO. 2024-16

**A RESOLUTION OF THE CITY OF KEY COLONY BEACH
FLORIDA, AMENDING CHAPTER 1 – GENERAL
PROVISIONS, SECTION 1-10 – ORGANIZATION OF CODE
ENFORCEMENT; PROVIDING FOR AN UPDATED
SCHEDULE OF VIOLATIONS AND PENALTIES; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Key Colony Beach is charged with the administration of a wide variety of municipal issues, including code enforcement to promote, protect and improve the health, safety and welfare of the citizens of the City of Key Colony Beach, Florida, by providing an equitable, expeditious effective and inexpensive method of enforcing the ordinances of the City of Key Colony Beach, Florida; and

WHEREAS, the City of Key Colony Beach is authorized by Florida law to levy fees and charges that are a true and accurate reflection of the actual cost of providing such code enforcement services to its residents; and

WHEREAS, the City of Key Colony Beach Commission wishes to amend the schedule of violations and penalties that may be charged by the City to its residents for various municipal code violations to provide for full cost recovery based on the amount of time required by City staff to fully and appropriately review and process resident requests.

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

Section 1. The above recitations are hereby adopted and incorporated herein.

Section 2. The Amended Schedule of Violations and Penalties Pursuant to Section 1-10, is attached hereto as Exhibit A.

Section 3. That the City Commission of the City of Key Colony Beach, Florida, hereby approves Resolution 2024-16.

Section 4. That the City Administrator is hereby authorized to take all necessary action to effectuate the intent of this Resolution.

Section 5. That this Resolution shall go into effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on October 17, 2024.

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

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

Joey Raspe, Mayor

ATTEST:

Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

Dirk Smits, City Attorney

CITY OF KEY COLONY BEACH
SCHEDULE OF VIOLATIONS AND PENALTIES
PURSUANT TO SECTION 1-10

*CITY CODE SECTION	ITEM IN VIOLATION	*PENALTY AMOUNT
4-6	Animals running at large	\$100.00 per violation
4-8	Noisy animals	\$100.00 per violation
4-9	Vicious, dangerous animals	\$100.00 per day
4-10	Removal of animal defecation	\$50.00 per violation
5-1	Prohibited vessel operations	\$250.00 per violation
5-4	Vessels as commercial establishments	\$250.00 per day
5-5	Anchoring limitations	\$250.00 per day
5-6	Rafting of vessels	\$250.00 per day
5-7	Discharge into waters	\$250.00 per day
5-9	Fishing on Sadowski Bridge and Sunset Pier	\$100.00 per violation
5-11	Diving and snorkeling prohibitions during "mini" season	\$250.00 per violation
5-15	Living aboard vessels	\$250.00 per day
5-40	Exceeding overall boat length at waterfront property	\$200.00 \$250.00 per day
5-80	Boat and trailer parking	\$100.00 per day
5-82	Boats and trailers parked in City right-of-way	\$100.00 per day
6-6	Working without building permit	\$250.00 per day
6-10	Permitted working days and hours	\$250.00 per violation
6-50	Display street numbers on buildings	\$100.00 per day
6-56	Buildings and property maintenance	\$250.00 per day
6-59	Limitations on parking trailers and recreational vehicles	\$100.00 per day
7-2	Garbage and trash accumulation	\$100.00 per day
7-5	Use garbage cans	\$50.00 per day
7-6	Garbage cans specifications	\$50.00 per day
7-7	Location and placement of garbage cans	\$50.00 per day
7-12	Dumping and littering	\$250.00 per day

8-6	Lots maintained in mow-able <u>mow able</u> condition	\$250.00 per day
9-4	Doing business without a license	\$250.00 per day
9-20	Rental property owner's tax	\$250.00 per day
9-25	Exceeding rental occupancy	\$250.00 per day
10-2	Loud or disturbing noise	\$250.00 per violation
10-3	Specific noise prohibitions	\$250.00 per violation
11-2	Camping prohibition	\$100.00 per day
11-4	False fire alarms: (1 st violation) (2 nd and subsequent violations)	Warning \$250.00 per day
11-5	False burglar alarm (1 st violation) (2 nd violation) (3 rd violation) (4 th and subsequent violations)	Warning \$100.00 per day \$250.00 per day \$250.00 per day
12-9	City parking open hours	\$250.00 per day
14-4	Damaging sewer facilities	\$250.00 per day
14-10	Prohibited discharges (sewer and storm drains)	\$250.00 per day
17-1	City Street Speed Limit 25mph.	<i>Per Florida Statutes</i>
17-6	Parking prohibited without owner's permission	\$50.00 per day
101-26(8)	Nuisance lighting	\$50.00 per day
101-31	Garage sale	\$25.00 per violation
101-32(3)	Burning of refuse	\$100.00 per day
101-34	Home occupations	\$250.00 per day
101-35	Inoperative vehicles	\$100.00 per day
101-55	Illegal parking (Commercial and recreational vehicles)	\$100.00 per day
101-55(3)	Prohibition on use of vehicles, motorhomes, trailers and campers as residence	\$100.00 \$200.00 per day
101-67	Landscape maintenance	\$50.00 per day
101-131	Prohibited signage	\$50.00 per violation
101-136	Temporary signage	\$50.00 per day
101-137	Sign maintenance	\$50.00 per day
F.S. §316.1955.57	Parking in handicapped space	\$250.00 per violation

***F.S. §316.2065(7)	Bicycle safety requirements	\$64.50 per violation
***F.S. §316.2065(d)	Bicycle helmet requirement for passengers under 16yoa	\$64.50 per violation
^New	Short term vacation rental w/out license	\$250.00 per day
^New	Short term vacation rental less than 7 days	\$250.00 per day
^New	Short term rental w/ excessive number of tenants	\$250.00 per day
^New	Short term rental – cleaning not acceptable	\$250.00 per day
^New	2 nd violation for short term vacation property	\$250.00 per day, and license suspension for 30 days.
^New	3 rd violation for short term vacation property	\$250.00 per day, and license suspension for 1 year.
^New	Dangerous structures posing safety risk	\$250.00 per day
^New	Violation of recreation vehicle parking ordinance	\$100.00 \$200.00 per day
^New	Long term vacation rental w/out rental license	\$250.00 per day
^New	Long term vacation rental w/ excessive number of tenants	\$250.00 per day
^New	Long term rental -- cleaning not acceptable	\$250.00 per day
^New	2 nd violation for long term vacation property	\$250.00 per day, and license suspension for 30 days.
^New	3 rd violation for long term vacation property	\$250.00 per day, and license suspension for 30 days <u>1-</u> year.
^New	Subleasing dock space	\$250.00 per day
^New	Permit fee for Solar Panel Installation	\$250.00 **additional 2.5% State surcharge
^New	Notary Fees	Notary Services are provided for City-related business at no cost. No other Notary Services will be provided.

*Sec.1-10(g)(2) sets maximum fine of \$250.00 per day; *See also*, FL ST §162.09(2)(a) (setting maximum fine shall not exceed \$250.00 for first violation or \$500.00 per day for repeat violation).

**All violations/penalties set forth herein are subject to an administrative fee of ~~\$338.00~~ \$380.00 plus cost of prosecution. Violations that are irreparable or irreversible in nature may have a fine imposed not to exceed \$5,000 per violation.

***An additional fine of \$2.50 will be assessed exclusive of the penalty set forth above, to be paid to the State's General Fund for safety programs.