

# AGENDA

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

Thursday, March 19<sup>th</sup>, 2026 – 3:30 PM  
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, and Roll Call**
2. **Approval of the Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by a majority vote*)
3. **Special Requests**
  - a. Proclamation designating March 2026 as National Athletic Training Month – **Pg. 1**
  - b. Fishing & Boating Club Donation
4. **Citizen Comments and Correspondence**
5. **Committee and Department Reports** (*written reports provided; Staff and Board Chairs available for questions*)
  - a. Marathon Fire/EMS – Marathon Fire Chief Muro
  - b. Police/Code Department – Sgt. Jamie Buxton – **Pgs. 2-8**
    1. Promotion of Officer Buckwalter to the rank of Sergeant – **Pg. 9**
  - c. City Administrator – John Bartus – **Pgs. 10-11**
    1. Legislative Budget Update by Ron Book – **Pgs. 12-14**
  - d. Public Works – Public Works Department Head Guarino – **Pgs. 15-16**
  - e. Building Department – Building Official Lorenzo – **Pgs. 17-18**
  - f. City Hall – City Clerk Roussin – **Pgs. 19-21**
  - g. Beautification Committee – Chair Bachman
  - h. Planning & Zoning Board – Chair Lancaster
  - i. Recreation Committee – Chair Catto
  - j. Utility Board – Chair Swanson
6. **Consent Action Items** (*Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.*)
  - a. Approval of the following City Commission Meeting Minutes
    1. 02-19-2026 City Commission Regular Meeting Minutes - **Pgs. 22-31**
  - b. Approval of Warrant No. 0226 for \$689,664.67 – **Pg. 32**
7. **Discussion Action Items**
  - a. **Discussion/Award of ITB 2026-02: Pickleball Shade Structure Project**
    1. Recommendation by the Evaluation Committee Meeting – **Pg. 33**
  - b. **Discussion/Award of ITB 2026-03: Basketball Half Court Project**
    1. Recommendation by the Recreation Committee – **Pg. 34**
  - c. **Discussion/Approval of a Recommendation by the Recreation Committee to appoint Sally Cherry as 1<sup>st</sup> Alternate and Lisa Joseph as 2<sup>nd</sup> Alternate to the Committee – Pgs. 35-42**
    1. Residency Waiver Requirement for Lisa Joseph required (Sec. 12-3 Code of Ordinances) – **Pg. 43**

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

- d. **Discussion/Approval of a Recommendation by the Recreation Committee to establish a Fact-Finding Committee staffed with Community Members interested in golf to research the various ways the Golf Course might be managed after Daryl Rice’s contract is completed.**
- e. **Discussion/Approval of CPH's Fee Schedule for the Engineering Service Agreement for the Ocean Drive Water Quality Improvement Project for \$241,280.00 – Pgs. 44-60**
- f. **Discussion/Approval of a proposal by Holland & Knight for Bond Counsel Representation not to exceed \$30,000.00 – Pgs. 61-74**
- g. **Discussion/Approval for the Release of a Request for Proposals for 2026 Tax-Exempt Loan Financing – Pgs. 75-84**

**8. Ordinances & Resolutions:**

- a. **SECOND/FINAL READING OF ORDINANCE 2026-508:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Ordinance 2025-497 Future Land Use Policy 1.5.1 For A Scrivener’s Error Regarding Plan Densities For Commercial, Resort, And Public Buildings The Intensity Shall Be At Least 20% Of The Lot; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.
  - 1. Ordinance 2026-508 – **Pgs. 85-142**
  - 2. Business Impact Statement – **Pgs. 143-144**
  - 3. Proof of Publication – **Pgs. 145-146**
- b. **SECOND/FINAL READING OF ORDINANCE 2026-509:** An Ordinance Of Key Colony Beach, Florida, Adding Section 6-45 Seawall Conditions; Compliance Requirements; Enforcement To Chapter 6 Buildings, Article II Dangerous Structures; Adding Section 9-13 Concerning Violations Of Section 6-45 For Business Tax Receipts Purposes To Chapter 9 Business Taxes, Permits And Business Regulations, Article I In General; Amending Section 9-28 Concerning Violations Of Section 6-45 For Residential Rentals To Chapter 9 Business Taxes, Permits And Business Regulations, Article II Residential Rentals; Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.
  - 1. Ordinance 2026-509 – **Pgs. 147-151**
  - 2. Business Impact Statement – **Pgs. 152-153**
  - 3. Proof of Publication – **Pg. 154**
- c. **FIRST READING OF ORDINANCE 2026-510:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Chapter Fourteen Of The Code Of Ordinances, Entitled Sewers And Sewage Disposal, Section 14-6 Monthly Rates And Charges, And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date. – **Pgs. 155-157**
- d. **RESOLUTION 2026-03:** 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. 158-164**
- e. **RESOLUTION 2026-04:** A Resolution Of The City Of Key Colony Beach Board Of Commissioners, Florida, Adopting the 2026 County Watershed Management Plan; Providing For An Effective Date – **Pgs. 165-286**
- f. **RESOLUTION 2026-05:** A Resolution Expressing The Intent Of The City Of Key Colony Beach, Florida To Incur Costs Related To Various Capital Improvements; Expressing The Intent For Purposes Of Compliance With United States Treasury Regulation Section 1.150-2 To Reimburse With Proceeds Of Revenue Notes The Capital Expenditures Made With Respect To Such Capital Improvements In An Aggregate Principal Amount Not Exceeding \$3,000,000; And Providing An Effective Date. – **Pgs. 287-290**

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

## 9. Secretary-Treasurer's Report

- a. February 2026 Financial Summary – Pgs. 291-292

## 10. City Attorney's Report

### 11. Commissioner's Reports & Comments

- a. Commissioner Harding
  1. Wastewater Sampling Weekly Report for March 16<sup>th</sup>, 2026 **\*\*TBA\*\***
  2. Drought Update for water levels - **Pg. 293**
  3. License Plate Readers – **Pgs. 294-295**
- b. Commissioner Diehl
  1. Update on Seawall Inspections & Recommendation for an Annual Inspection Schedule
  2. Fundraising Opportunity hosted by Baptist Health for Exercise Equipment for City Hall
  3. Future St. Patrick's Day Celebration Ideas
- c. Commissioner DiFransico
- d. Vice-Mayor Colonell
  1. City Hall Update
- e. Mayor Foster
  1. Wastewater Sludge Hauling

## 12. Citizen Comments

## 13. Adjournment

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

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/86964606958?pwd=ZGZ3Z2tUy8tVQdrYl8v7lgAAIvSiyG.1>

Passcode:813455

Phone one-tap:

+13052241968,,86964606958#,,,,\*813455# US  
+13126266799,,86964606958#,,,,\*813455# US (Chicago)

Join via audio:

+1 305 224 1968 US  
+1 312 626 6799 US (Chicago)  
+1 646 931 3860 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 309 205 3325 US  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US

Webinar ID: 869 6460 6958

Passcode: 813455

International numbers available: <https://us02web.zoom.us/j/kchtfknaKr>



## CITY OF KEY COLONY BEACH PROCLAMATION

**WHEREAS**, Athletic trainers are highly qualified, multi-skilled healthcare professionals who provide prevention, examination, diagnosis, treatment, and rehabilitation of injuries and medical conditions for individuals of all ages and activity levels; and

**WHEREAS**, Athletic trainers play a vital role in the delivery of healthcare in schools, colleges, professional sports, military settings, performing arts, physician practices, hospitals, and occupational health environments; and

**WHEREAS**, the presence of athletic trainers in communities helps reduce injury risk, improve patient outcomes, and enhance the health and well-being of physically active individuals; and

**WHEREAS**, the National Athletic Trainers' Association (NATA) represents and supports more than 50,000 athletic trainers and advocates for high standards of healthcare, education, and public safety; and

**WHEREAS**, National Athletic Training Month is recognized each March to raise awareness of the important work athletic trainers perform in preventing injuries, promoting wellness, and ensuring safe participation in activities across all settings; and

**WHEREAS**, the City of Key Colony Beach recognizes and celebrates the essential contributions of athletic trainers and encourages community members to learn more about the profession and its impact on public health and safety;

**NOW, THEREFORE**, I, Freddie Foster, Mayor of the City of Key Colony Beach, Florida, do hereby proclaim the month of March 2026 as

### **NATIONAL ATHLETIC TRAINING MONTH**

in the City of Key Colony Beach, and I call upon all residents, organizations, and institutions to acknowledge and honor the dedication of athletic trainers whose commitment ensures the health, safety, and performance of individuals in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Key Colony Beach to be affixed this 19<sup>th</sup> day of March 2026.

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**Freddie Foster**  
Mayor  
City of Key Colony Beach

# SAFETY MEETING AGENDA

## Key Colony Beach Police Department

*Date:* 3/11/2026

*Time:* Email

*Location:* Email

*Meeting Lead:* Sgt. Jamie Buxton

### ATTENDANCE

Attendees: Sent via email. Ofc. Buckwalter, Ofc. Niemiec, Ofc. Burden, Ofc. Schlegel, Ofc. Bethard

### ITEMS & DISCUSSION

#### ITEM: ADDRESS SAFETY TOPIC(S):

#### PPE/Personal Protection Equipment: Gloves

**Discussion:** Gloves (Rubber) are worn by officers for protection against dangerous substances (biohazards), bodily fluids from subjects, and to avoid contamination of crime scenes.

**Gloves are provided for each officer.**

**The officers are provided with a glove pouch along with their equipment.**

**Gloves should be carried and worn when working on the previously mentioned occasions or anytime deemed appropriate by the officer.**

**Commission Meeting Report  
Key Colony Beach Police Department  
February 19, 2026, to March 11, 2026  
Sgt. Jamie Buxton**

**A. REPORTS**

1. **2/23/2026**  
Report Number KCBP26OFF000008  
11<sup>th</sup> St  
Medical Emergency  
Result: Report Completed
  
2. **02/23/2026**  
Report Number KCBP26OFF000009  
E Ocean Dr  
Accident: Parking Lot  
Result: Crash Report Completed
  
3. **3/06/2026**  
Report Number: KCBP26OFF000010  
15<sup>th</sup> Circle  
Trespassing Residential  
Result: Warrants Issued

**B. MEDICAL/ALARM CALLS**

**Total Calls: 7**

**C. CALLS FOR SERVICE**

**Total Calls: 23**

2/19/2026-Assist Citizen-W Ocean Dr-Ordinance Questions-852

2/19/2026-Welfare Check-12<sup>th</sup> St-RP's father was not answering phone, and she was worried-Father had lost his phone in the house-Assisted in helping him find his phone-RP was notified of the situation-852

2/20/2026-Criminal Mischief-11<sup>th</sup> St-Civil Matter-Ongoing issue-860

2/20/2026-Suspicious Person-W Ocean Dr-Called in that someone was changing in parking lot-They were gone upon arrival-860

2/22/2026-Assist Citizen-E Ocean Dr-Rp locked keys in vehicle and needed assistance. Subject was gone upon arrival-860

2/23/2026-Suspicious Smell-10<sup>th</sup> St-Dust burning off when heat was turned on-Fire Rescue on scene and checked property-No issues-858

2/24/2026-Hazard-4<sup>th</sup> St-Glass in roadway-Cleaned up-855

2/25/2026-Road Rage-Cswy-Incident started on US 1 and ended at Sunset Park-Verbal altercation over cutting the motorcycle off-After talking to both parties they shook hands and all was well-852

2/25/2026-Trespassing Residential-11<sup>th</sup> St-Civil Matter-Ongoing Issue-856

2/27/2026-Disable Vehicle-Mobil-Flat Tire-Tire changed-858

2/28/2026-Trespassing Business-E Ocean Dr-Subjects on dock-Moved along-857

3/02/2026-Assist Citizen-15<sup>th</sup> Circle-Report of a broken buoy-Public works notified-856

3/02/2026-Assist Citizen-11<sup>th</sup> St-Questions for Officer-858

3/03/2026-Assist Citizen-W Ocean Dr-Boat ramp questions-860

3/04/2026-Suspicious Activity-W Ocean Dr-Ref an item left outside-852/855

3/04/2026-Suspicious Activity-5<sup>th</sup> St-Multiple RVs parked in roadway-They were moving into house and just finishing up-They moved along-855

3/04/2026-Suspicious Activity-Marina-Ref video footage found on Social Media ref subjects on property looking at things and they thought they might be trying to steal fishing gear-They were located at a marathon hotel and advised they were light fishing-Advised that all property that they were looking for would be private property and to stay off private property-855/852

3/05/2026-Suspicious Activity-15<sup>th</sup> Circle-Trespassing questions-856

3/06/2026-Assist Citizen-E Ocean Dr-Assisted resident with jumping battery-860

3/07/2026-Assist Agency-W Ocean Dr-Assist Hospice-856

3/07/2026-Welfare Check-7<sup>th</sup> St-Parents were not answering their phone and they were concerned. Parents had already flown home-856

3/08/2026-Welfare Check-W Ocean Dr-Subject had fallen off of bicycle-He did not require medical attention-860

3/11/2026-Animal Incident-5<sup>th</sup> St-Loose Dog-2<sup>nd</sup> Time in 2 days, owners and code enforcement were advised of issue-856

**D. TOTAL WATCH ORDERS/NON-RESIDENTS**

Total: 43

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

Total: 7

**F. CITATIONS/WARNINGS**

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

**G. 'ADDITIONAL EVENTS IN THE POLICE DEPARTMENT**

-Officer Buckwalter has completed the First Line Supervision Course

-Key Colony Beach Day was a success, with no reported incidents. We are all set and looking forward to the St. Patrick's Day Parade.

-Officer Buckwalter attended Opening Ceremonies for the Special Olympics South Florida 2026 Monroe Summer Exhibition Games at Marathon High School.



## Code Enforcement Monthly Report: Feb 12 – Mar 11

This report summarizes enforcement actions, property inspections, and community assistance provided over the last month.

### **1. Waste & Debris Compliance**

*Dumpster Issues:* Resolved ongoing compliance issues at 310 14th St and 311 3rd St. Following multiple warnings from Property Doctors and owners, dumpsters were emptied and/or removed. Both sites are now in compliance.

*Illegal Dumping/ Right-of-Way Clearing:* Successfully coordinated the removal of a refrigerator at 320 5th St and miscellaneous items at 460 11th St. Both were removed following verbal warnings. Refrigerator's door was removed same day. Cases closed.

*Sanitation:* Contacted Havana Jack's and Glunz Hotel regarding debris and oil residue left by garbage collection trucks; management is addressing the cleanup every time dumpsters are empty by the Marathon Garbage Collection Company.

### **2. Property Maintenance & Safety**

*Hazard Mitigation:* PD reported an incident at 130 8th St where a resident was injured due to holes on a vacant lot. Issued formal written notices to the owner to secure the ground. Owner complied by covering the holes and placing "No Trespassing signs on the lot"

*Vegetation/Trimming:* Issued notices for vacant lots at 150 & 160 3rd St. Both properties have since complied, and the cases are closed.

*Signage:* Issued a \$150 citation for a recurring oversized real estate sign at 1000 W. Ocean Dr. (Multiple warnings were issued prior to citation issued)

Resolved a "Private Property" sign violation on 8th St. where a sign was illegally attached to a palm tree. Owner complied. Case closed.

Several Warnings were issued, via phone and posting flyers about collecting garbage/recycling bins no later than 24 hours after collection.

### **3. Boat & Trailer Management**

*Trailer Lot Audit:* Completed a full inventory of the permanent and Temporary trailer lot. Applied renewal tags, laminated IDs, (still processing renewal tags and identifying new trailers that come into the lot) and provided a video audit to City Hall to confirm available spacing.

*Encroachment & Parking:* Investigated a boat encroachment complaint at 320/330 13th St (no violation found). Took photos and provided them with Property Mgr. for the Owner of the property.

Handled several unauthorized utility trailers (240 Sadowski and 731 12th St), resulting in immediate removal.

*Waterway Inspection:* Conducted a boat patrol with Officer Niemiec from PD (1st to 5th St). Identified several damaged seawalls and vessels missing required buoys/reflectors; notices are being processed for the Buoys/reflectors and continue monitoring it.

### **4. Community Relations & Public Service**

*Animal Welfare:* Rescued a small dog found running loose, on 5<sup>th</sup> Street, ensuring its safety and return/transport.

*Conflict Resolution:* Mediated a neighbor dispute regarding a barking dog on 10th St and coordinated with PD regarding a verbal altercation at Sunset Park.

*Public Guidance:* Provided code interpretations regarding protected trees (251 2nd St), rental period restrictions, and mobile home parking to residents and potential buyers.

*Event Support:* Assisted Local PD in successful preparation for the KCB Birthday Celebration.

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## Silvia Roussin

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**From:** Chief Kris DiGiovanni <Chief@keycolonybeach.net>  
**Sent:** Wednesday, March 11, 2026 2:18 PM  
**To:** Silvia Roussin  
**Subject:** Official Notification of Promotion: Sergeant Buckwalter

Dear Mayor Foster, Vice-Mayor Colonell, and Members of the City Commission,

I am pleased to formally announce the promotion of Officer Buckwalter to the rank of Sergeant within the Key Colony Beach Police Department, effective March 11, 2026

During his time working for the "Gem of the Florida Keys," Officer Buckwalter has consistently demonstrated the highest levels of integrity, professionalism, and community-focused policing. This promotion is a result of his proven ability to lead and a commitment to the safety of our residents.

As Sergeant, Officer Buckwalter will take on critical supervisory duties, ensuring our shifts remain high-performing and that our department continues to provide the exceptional service our city expects.

I invite you to join me in recognizing Sergeant Buckwalter for this achievement. We look forward to him being officially recognized at a future City Commission Meeting.

Respectfully,

**Sgt. Jamie Buxton**  
**Acting Chief**



**Chief Kris DiGiovanni**

Key Colony Beach Police Department  
Key Colony Beach, FL. 33051  
Office: 305-289-1212 ext. 1  
Cell: 305-481-8597

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

# City of Key Colony Beach

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

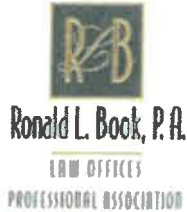


**Date: March 12, 2026**  
**To: Mayor & Commissioners**  
**Subject: City Administrator Report**  
**From: John Bartus, City Administrator**

1. Legislative Session, Tallahassee: The Legislature is expected to adjourn on March 13 without passing a budget; they are expected back for a special session to finalize the budget as well as formulating some approach to a property tax reform amendment. In our meetings with State Representative Mooney and State Senator Rodriguez when the Mayor and I were at the Capitol, both were optimistic about our wastewater appropriation request as well as the full \$20 million for Stewardship funding this year. So far, Stewardship is still funded fully in both the House and Senate budgets. Our appropriation request for Water Reclamation Facility improvements is in the House budget but not yet in the Senate's. Our lobbyists from The Southern Group and Ron Book continue to work incredibly well together tracking our progress; Ron Book's update from Rana Brown is attached as an addendum to this report.
2. The Comprehensive Plan amendments approved at the last meeting are being heard at second reading at the March 19 meeting. This has to do with the scrivener's error of the more restrictive 25% pervious area instead of 20% pervious for commercial and public spaces as required by SB 180. After this is approved by the Commission, it will be transmitted to Florida Commerce, and it should be the final draft we send them before they approve it and we have a new Comprehensive Plan.
3. Attended the Beautification and Recreation Committee meetings as well as the Legal meeting discussing issues being considered today. I also will have attended the Utility Board meeting on March 18.
4. Continued our ongoing meetings with the County and other municipalities concerning street elevation and resilience studies – this will help us as we pursue grant funding for these projects in the future.
5. I participated in the third meeting with Monroe County Emergency Management for their Hurricane Exercise for 2026. The exercise will be a simulation of a hurricane event put on by Monroe County Emergency Management in coordination with all local governments and agencies and is scheduled for May 29. Marathon Fire Chief James Muro is working with us and will offer assistance. More to come on this important issue.

6. Speaking of Emergency Management, the Disaster Preparedness Committee will meet on April 1 to discuss issues such as our Comprehensive Emergency Management Plan. Chief Muro will attend and share with us their latest updates to Marathon's CEMP that will assist us as well.
7. The Recreation Committee met on March 12, and one of the items was their recommendation for the basketball half-court. This item is to be discussed and possibly awarded at the Commission meeting on March 19.
8. The Pickleball Shade Structure evaluation committee met on March 10; the committee decided to recommend that no bid be awarded for the project and that the City reserve the right to put out the project for rebid.
9. Met with Commissioner Harding as well as Shawna Martin and Kelly Gibson from Ovid Solutions to discuss priority areas for potential grant/appropriations funding. Topics discussed were Canal Water Quality and Outfall Elimination, Roadway Flood Mitigation and Drainage, Wastewater System Reliability and Resilience, the Florida Boating Improvement Program (FBIP), and others. I am optimistic that we will be successful in many of these asks.
10. I researched the Florida Boating Improvement Program (FBIP) grant; this is a great match for the City's repair and rehabilitation needs at our boat ramp adjacent to City Hall. Deadline for application is April 23, and I am working with CPH and Ovid on getting this done.
11. I submitted a Notice Of Interest (NOI) for a FDEM Hurricane Mitigation grant for elevating our wastewater system lift station elements. Based upon a legitimate need to mitigate the risk to these elements in advance of the next storm, I see us being able to move forward in this process.
12. Building staff (Tony Loreno and Samantha Rodamer) finalized the City's approach to our Floodplain Ordinance issues as we work with FDEM consultant Rebecca Quinn. We submitted our input to legal so that they and Ms. Quinn can get us acceptable draft language for the ordinance changes.
13. Continued the City's conversation with Dr. Patrick Rice and the College of the Florida Keys about a proposal that includes testing the canals of Key Colony Beach to determine our water quality. This will help us identify the real problem areas and devise potential solutions, and it can be done as a one-time test or monthly tests over a 12-month period. I am also working with Ovid Solutions on potential grant funding for this project.

John Bartus  
City Administrator, Key Colony Beach



As the 2026 Session enters its final week, this report provides updates on the status of the stalled budget process and pending property tax issue.

- **Budget Process Update:** Budget talks have stalled, and lawmakers are unable to finish by this Friday's scheduled end of session. The House and Senate have announced they will adjourn sine die at the end of this week as scheduled.

The House and Senate have passed their individual budgets but have not agreed on overall allocations to start a formal budget conference. Allocations are the overall spending amounts for major budget categories like education and health care, transportation, etc., which must be agreed upon by the House and Senate before formal conference negotiations can begin.

The Senate's proposed budget is approximately \$1.4 billion higher than the House proposal. In addition to the total amounts, several major budget areas remain unresolved. A special session will be convened once an agreement is reached, although no date has been announced.

The legislature will be in Tallahassee in special session for congressional redistricting, as previously called by the Governor for April 20<sup>th</sup> through April 24<sup>th</sup>, 2026.

We continue to work despite the challenges with the budget process. Once the Call for a special session is announced, it is expected and customary that the budgets as they stand now, will be reintroduced as is (rather than starting over). This means that the water reclamation facility funding request will remain in play for the budget conference.

Throughout Session, we have continuously met with House and Senate appropriations committee chairs and subcommittee chairs, as well as both the Senate President and Speaker regarding funding the project to the full request. We will continue to advocate until the budget is resolved.

Lastly, the stewardship proviso language, which varies between the House and Senate, will need to be reconciled during conference. Both budgets include \$20 million at this time. I've included both versions of the proviso language for your review.

Project	House proposed funding	Senate proposed funding
<b>Key Colony Beach Water Reclamation Facility Improvements</b> (LFIR #1203, HSE #1626) <b>Requested: \$950,000</b> Match: 17.4% Sponsors: Senator Rodriguez, Representative Mooney	<b>\$475,000</b> <b>Line 1774</b>	<b>\$0</b>

**Stewardship Language:**

**House version: Line 1770**

GRANTS AND AIDS TO LOCAL GOVERNMENTS AND  
NONSTATE ENTITIES - FIXED CAPITAL OUTLAY  
GRANTS AND AIDS - FLORIDA KEYS AREA OF  
CRITICAL STATE CONCERN  
FROM GENERAL REVENUE FUND . . . . . 20,000,000

Funds in Specific Appropriation 1770 are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern or the City of Key West Area of Critical State Concern, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida’s water resources and natural groundwater recharge.

**Senate version: Line 1770**

GRANTS AND AIDS TO LOCAL GOVERNMENTS AND  
NONSTATE ENTITIES - FIXED CAPITAL OUTLAY  
GRANTS AND AIDS - FLORIDA KEYS AREA OF  
CRITICAL STATE CONCERN  
FROM GENERAL REVENUE FUND . . . . . 20,000,000

Funds in Specific Appropriation 1770 are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern or the City of Key West Area of Critical State Concern. The funds shall be held in reserve contingent on the submission of a distribution plan detailing the recipients of the funds. The distribution plan must be consistent with the most recent executed interlocal agreement among the Village of Islamorada, the Key Largo Wastewater Treatment District, the City of Marathon, the Monroe County/Florida Keys Aqueduct Authority, the City of Key West, and Key Colony Beach, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida’s water resources and natural groundwater recharge.

**Property Tax Reform – Constitutional Amendments:** No action was taken this week on property taxes.

Both the Senate and the Governor have long indicated that they’re developing proposals but have not released specific constitutional amendments. Additionally, the Senate President and Governor have indicated that they would prefer to address this after the regular session.

There is Senate language addressing property taxes in the Senate version of the budget “implementing” bill which implements funding that is in the Senate version of the budget. This language would create a Rural Renaissance grant program for rural counties.

Additionally, in the Senate version of the tax package (an omnibus bill that grants various tax reductions and restructuring of tax policy), there is language that would assist fiscally constrained counties that would be negatively impacted by any reduction of ad valorem taxes. The House has not agreed to this language or concept. This would only be addressed in the budget conference negotiations.

Members of the Senate filed bills to address property taxes, but none were heard, and none were constitutional amendments. The Senate has not put forth proposed constitutional amendments for the ballot to reduce property taxes.

Both the House and Senate have acknowledged that a constitutional amendment will appear on the ballot this fall, however, even with the passage of HJR 203 in the House, no single version has emerged as the preferred option.

This issue will carry over into late spring or early summer, into a yet-to-be-called special session.

**Process - Constitutional Amendments:** It is important to note the process by which the legislature places constitutional amendments on to the ballot.

- A constitutional amendment is proposed by the legislature via a joint resolution.
- The joint resolution must pass with a vote of 3/5 of the House and 3/5 of the Senate.
- Once passed, an amendment is officially entered into the Journal of each House, then is filed with the Florida Secretary of State to be placed directly on the ballot for the next election. (The joint resolution is not subject to the Governor's veto powers).
- Once on the November 2026 ballot, a constitutional amendment must be approved by at least 60% of the voters.
- Following a vote of 60% or more, the Legislature in the 2027 Session, must propose and pass legislation for implementation.

## **Public Works Staff Report**

### **Report for March 19th, 2026 – City Commission Meeting**

- Trimmed Kapok tree
- Assembled memorial benches
- Treated 7<sup>th</sup> street park for fire ants
- Assisted with clam bake
- Made arrangement to move the Farmers Market to 7<sup>th</sup> Street Park
- Painted/resealed the fountain at gazebo park
- Corn hole relocation and leveling at 7<sup>th</sup> Street Park
- Assisted Beautification with hanging plants
- Installed new mower blades on golf course mower
- Cleaned and disinfected ice machine at the shop
- Assisted with Key Colony Beach Days
- Repaired brick pavers by Kapok tree
- Removed driveway material from city streets
- Ordered 4 pallets of mulch for the Beautification Committee
- Move trailers (per request) in and out of long-term storage
- Repaired weed eater and edger
- Installed directional lights on the Polaris
- Repaired stop sign at 12<sup>th</sup> Street
- Completed PM on police F150
- Moved porta-let and restroom trailer, as well as establishing new electric, water and sewer hook-ups.
- Continued irrigation of sod at 7<sup>th</sup> Street Park, new plantings and Sunset Park
- Continued watering of flowers on causeway and bridge
- Contracted installation of replacement buoys along Vaca Cut
- Repaired irrigation north bound entrance garden
- Replaced battery on police truck
- Completed auction on surplus police vehicle that sold for \$6,157.00
- Contracted the installation of power on West Ocean to relocate irrigation timer from Marble Hall

Thank you,

Mike Guarino

Public Works Department Head

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

<b>Date:</b>	3/12/26	<b>Location:</b>	Shop
<b>Time:</b>	0700	<b>Meeting Lead:</b>	Mike Guarino

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

**Absentees:** N/A

**Topic: Power Edger Safety**

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

We watched a safety video using a power edger by Echo.

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

The group talked about the proper PPE to use with this equipment, as well as, checking the safety guard to make sure it is in good condition.

**3. Conclusion:**

In addition to proper PPE, it's important to be aware of your surroundings as you can hurt other people and damage property.

**Building Department Staff Report**  
**Report for March 2026– City Commission Meeting**

Dear Mayor and Commissioners,

Please find below the Building Department’s activity summary for March 2026.

**Tony Lorenzo – Building Official**

- Inspections conducted: 112
- Plan reviews completed: 37
- New Home Construction: 6 active builds
- Approved Future New Homes: Two pending starts
- Continued daily support for Vice Mayor Colonel and the City Hall renovation project. including on-site coordination, progress documentation, and ensuring Marble Hall remains accessible and functional throughout construction activities.
- Structural spalling repairs on the east and north walls of Marble Hall have been completed. A small section of the west wall is currently being exposed for inspection and repair of any additional spalling that may be present.
- Updated Floodplain Management Land Development Regulations have been finalized to improve clarity and incorporate revised free board requirements. This work has been completed in coordination with City Administration, State Floodplain Consultant Rebecca Quin, and the City's legal team.
- The full canal survey is being completed with Commissioner Diehl. Comprehensive seawall condition reports will be prepared, and residents will be notified of any areas requiring maintenance or repair. Any seawall presenting a potential structural safety concern will be documented and addressed.
- Approximately 60% of the minor surface-level spalling repairs beneath the Sadowski Bridge have been completed. Project completion is expected within the next two weeks. This preventative maintenance supports the annual FDOT inspection, which found the bridge to be in excellent structural condition with only minor above-waterline surface areas requiring attention.
- Development of standardized inspection reports and checklists is underway. These tools, which have not previously been used within the Building Department, will provide consistent documentation, detailed correction notices, and improved record-keeping for all inspections.
- Completed an additional 16 hours of study and pre-testing in preparation for upcoming board examinations.

**Samantha Rodamer – Building Assistant**

- Permits Issued: 36
- Permits Closed: 74
- Reviewed permit applications for completeness.
- Received, coordinated, and completed sewer locates with US Water.
- Responded to questions regarding received property inquiry forms.
- Completed records requested as needed.
- Scheduled a multitude of inspections & organized Building Official’s daily inspection schedule.
- Completed multiple Contractor Registrations and updated prior registered Contractor’s records.
- Aided contractors with permit-related questions.

- Began organizing the schedule for the upcoming vacation rental safety inspection period.
- Worked alongside City staff and commissioners regarding the city hall construction project including but not limited to construction progress meetings, inspection meetings, various on-site meetings, documentation organization, etc.
- Attended various construction meetings with city staff and contractor.
- Seawall inspections by the Building Official with the assistance of Commissioner Diehl and a local engineer are underway and will be complete prior to the upcoming meeting. The Building Department will begin organizing collected data and the draft notices.
- The review of our floodplain ordinances with Building Official and City Administrator as recommended by Rebecca Quinn have been completed & we're awaiting feedback.
- Completed a log of all expired permits and reached out to all contractors to begin the process of closing them out.
- Began creating a PowerPoint on "How to Pass a Safety Inspection" to be posted on the city website.
- Collaborating with the Building Official on streamlining our safety inspection checklist.
- Continued the required classes/education to work towards receiving the Fire Inspector 1 certification.

## **City Hall Staff Report**

### **Report for March 19<sup>th</sup>, 2026 – City Commission Meeting**

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

- Completed the 2026 Candidate Packet and gave public notice for frequently asked candidate questions.
- I also added a link to the city's website for access to the Candidate Finance Portal and FAQs. <https://keycolonybeach.net/city-commission-elections-2026>
- Continuing grant management and coordination with the State and the City's Grant Manager, including ongoing updates to the Grant Expense Spreadsheet to track expenditures and reimbursements.
- Submitted the 2026/2027 Grant request for Boat Improvement Funds to the County.
- Attended City Hall Construction Progress Meetings and continued coordination with city staff and the contractor, while providing ongoing administrative support.
- Alongside Commissioner Harding, I attended a meeting with OVID on new grant management tasks.
- Met with a vendor on the ability to scan, archive, and provide a searchable database for all documents currently stored at the PW garage. I will provide a quote for review when available.
- Completed all public notice requirements for Code Amendments and outgoing Bids.
- Currently undergoing bi-annual staff and Department Head evaluations.
- Received two variances and completed initial public notice requirements with a Planning & Zoning meeting set for April 15<sup>th</sup>, 2026.
- Attended a webinar for FRS reporting, Election Qualifying practices, and a review of services offered by our Property & Liability Insurance RPM.
- Attended the quarterly Monroe County Clerk's Meeting.
- Prepared for and attended the Utility Board Meeting, Beautification Committee Meeting, Recreation Committee Meeting, and City Commission Meetings, and completed corresponding meeting minutes.
- Provided various updates and notices to residents regarding current city events.
- Attended the monthly legal meeting with the Mayor and City Administrator.
- Responded to citizen correspondence and public records requests in accordance with statutory requirements.
- Processed payroll reports, ACH transactions, FRS and IRS reporting, and wire transfers.
- Managed daily general correspondence and ongoing human resources tasks.

#### **Administrative Assistant/Business Tax Licenses Par Darnall**

- Held the Property Manager Class on March 3, including preparing class materials and coordinating participant attendance.
- Issued multiple Certificates of Completion to qualified participants after the Property Manager Class.
- Processed and issued several rental licenses, ensuring applications were complete and compliant before approval.
- Processed long-term trailer rental applications.
- Updated the Automobile Title Book with corrected information and transported two vehicle titles to the DMV for correction.

## **City Hall Staff Report**

### **Report for March 19<sup>th</sup>, 2026 – City Commission Meeting**

- Facilitated Zoom meetings for the following boards and committees: Beautification Committee, Recreation Committee, Utility Board, Planning & Zoning Board, and City Commission.
- Covered the Front Desk during Cheryl's absence to ensure continued office operations.
- Processed Certificates of Completion for property managers.
- Processed long-term and short-term rental applications and issued licenses.
- Managed multiple property owner transfer records.
- Met with CitizenServe on March 3, 2026, to discuss the upcoming license renewal process.
- Updated the CitizenServe system to mark all expired licenses as EXPIRED for accurate records.
- Started reviewing City contracts and agreements, creating a spreadsheet and updating the tracking calendar.

#### **Administrative Assistant/Bookkeeper Linda Jones**

- Reconciled bank accounts and credit cards.
- Issued checks and paid incoming invoices.
- Filed all paid invoices.
- Helped collect late sewer payments after producing aging reports.
- Applied payments to outstanding invoices.
- Sent out commercial sewer invoices.
- Calculated DBPR and DEO fees for building permits paid through Forte.
- Created beautification and recreation reports as requested.
- Deposited and recorded multiple payments for sewer invoices.
- Worked with the bank to resolve various technical issues.
- Ordered new checks for the operating account at First Horizon.
- Reissued and voided uncleared checks from last year.
- Filled out a self-evaluation.
- Processed multiple transfers and recorded them in QuickBooks.
- Helped at the front desk to cover vacation time.
- Worked to resolve multiple FedEx invoices assigned to Wastewater that did not belong to us.

#### **Administrative Assistant/Front Desk Cheryl Baker**

- Uploaded various meeting minutes to the city website.
- Continually update City Staff and Personal Directories for the website and staff needs.
- Issue boat trailer licenses for short-term renters.
- Manage long-term trailer and boat parking.
- Oversee Sunset Park weddings and collect the required forms and payments.
- Manage the purchase of memorial benches for residents.
- Collect and distribute mail and manage the phones.
- Answer several property inquiries.
- Scan and shred documents to go completely electronic.
- Maintain bulletin boards at City Hall, Post Office, and Marble Hall.
- Prepare all birthday and Christmas cards for staff to sign; mail or give them to the recipients.

**City Hall Staff Report**  
**Report for March 19<sup>th</sup>, 2026 – City Commission Meeting**

- Update website and Constant Contact with upcoming events and activities.
- Order and maintain supplies for the office.
- Communicate with KCBCA about merchandise sales in the office and collect payments.

**Upcoming**

04-01-2026 Disaster Committee Meeting

04-03-2026 Good Friday – City Hall Offices closed

04-09-2026 Recreation Committee Meeting 10:00 AM Zoom only

04-04-2026 Beautification Committee Meeting 3:30 PM

04-15-2026 Planning & Zoning Board Meeting 3:30 PM

04-16-2026 City Commission Regular Meeting

04-18-2026 2026 Election – Candidate Forum at the Marathon Government Center

04-21-2026 Utility Board Meeting

# MINUTES

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

Thursday, February 19<sup>th</sup>, 2026 – 3:30 PM  
Marble Hall, 600 W. Ocean Drive, Key Colony Beach  
& via Zoom Conferencing

- 1. Call to Order, Pledge of Allegiance, Prayer, and Roll Call:** The Key Colony Beach City Commission Regular Meeting & Public Hearing was called to order by Mayor Freddie Foster at 3:30 PM, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Mayor Freddie Foster, Vice-Mayor Doug Colonell, Commissioner Tom Harding, Commissioner Tom DiFransico, Commissioner Kirk Diehl. **Also present:** Marathon Fire Chief James Muro, Assistant City Attorney Scott Black, City Administrator John Bartus, Sergeant Jamie Buxton, Building Official Tony Loreno, Public Works Department Head Mike Guarino, Administrative Assistant Par Darnall, City Clerk Silvia Roussin.

**Public Attendance:** 11

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

City Clerk Roussin informed of the following proposed agenda changes:

Under Item 3 for Special Requests:

- Recognition of Sgt. Jamie Buxton for her life-saving actions on February 9, 2026

Under Item 5

- Addendum to 5g.: The Beautification Report by Chair Bachman

Under Item 7 for Discussion Action Items:

- Addendum to Item 7a. Recommendation by Jason Shepler to award the Pervious Paver Bid
- A new Item 7f. Recommendation by the Utility Board to approve a Quote by Nuvonic for Annual Preventive Spares and Service.

Under Item 11 Commissioner's Reports and Comments

- Under 11a. Commissioner Harding: The addendum to the Wastewater Report

Commissioner DiFransico requested an addendum to discuss rescinding the Commission's prior approval of the Fish Cleaning Table installation. Mayor Foster asked whether the request required urgent action. Commissioner DiFransico stated that it did, noting the table had already been ordered and would be installed if no action were taken. Assistant City Attorney Black advised that while urgent matters may be added to the agenda, items that are not time-sensitive should be deferred to the next meeting. Public Works Department Head Guarino confirmed that the Fish Cleaning Table had been ordered.

Mayor Foster reminded that the Commission had previously approved the installation and stated that Commissioner DiFransico could address the matter during his report, but he did not support placing it on the agenda for a vote because it was not an urgent issue. Commissioner DiFransico reiterated his request to add the item and restated his proposal to discuss and potentially rescind the prior decision. Mayor Foster commented on previous Commission approvals and subsequent requests for rescission following public feedback.

Mayor Foster requested a separate motion on the proposed agenda addition.

**MOTION:** Motion made by Commissioner DiFransico to add the discussion on the Fish Cleaning Table at Sunset Park to the agenda. Vice-Mayor Colonell seconded the motion.

**FURTHER DISCUSSION:** Commissioner DiFransico commented that the initial approval he understood was for a small bait-prep station on the pier; however, the station now planned for installation is significantly larger, which he believes would be an eyesore and inappropriate for the park. Mayor Foster noted that fish are currently being cleaned along the rails and that he expects future cleaning to take place at the designated station, adding that grant funds are available for the project. The Commission briefly discussed the possibility of installing a smaller station. Assistant City

Attorney Black reminded the Commission that the vote before them concerned only whether to add the discussion item to the agenda, not the merits of the fish-cleaning station itself.

**ON THE MOTION:** Rollcall vote. Commissioner Harding – no. Commissioner DiFransico – yes. Commissioner Diehl – no. Vice-Mayor Colonell – yes. Mayor Foster – no. The motion failed.

Mayor Foster asked for a motion to approve the agenda with changes as read into the record by City Clerk Roussin.

**MOTION:** Motion made by Commissioner DiFransico to approve the agenda with changes read into the record. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** None.

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

### 3. Special Requests

- a. Recognition of Sgt. Jamie Buxton for her life-saving actions on February 9, 2026.

Mayor Foster read Officer Buckwalter's commendation letter into the record, recognizing Sgt. Jamie Buxton for her life-saving actions in rescuing an unconscious and unresponsive individual who later made a full recovery. Mayor Foster presented Sgt. Buxton with the Police Life-Saving Medal in honor of her bravery and exemplary service.

### 4. Citizen Comments and Correspondence:

City Clerk Roussin informed of the following citizen correspondence:

- 02-05-2026, Roy Virost, 80 7<sup>th</sup> Street, wrote to the City Commission requesting to lower the speed limit on the island from 25 mph to 20 mph.
- 02-13-2026, Tammy Monarch, Gaithersburg, Maryland, wrote to the City and the Beautification and Recreation Committee, thanking them for the improvements to public spaces and parks.
- 02-14-2026, Jo and Chris Corso, KCB Residents, wrote to the City Commission with a suggestion to bury overhead wires to make it safer and more beautiful.
- 02-18-2026, 980 Shelter Bay Drive, Theodore Bently wrote the City Commission questioning the recently installed No-Overnight-Parking signs along Shelter Bay Drive.

In addition, the City Commission received resident correspondence with concerns about the installation of license plate reader cameras in the city from

- Jan Pflueger, 240 8<sup>th</sup> Street.
- Sandy Bachman, KCB Resident.
- Laurie Swanson, 620 9<sup>th</sup> Street, and
- Theodore Bently, 980 Shelter Bay Drive.

Mayor Foster asked for citizen comments.

Barbara Heitman, 180 11th Street, addressed the Commission regarding the proposed installation of license plate readers on the Causeway and expressed several concerns and questions. Barbara Heitman requested clarification on the Treasurer's report referencing funds received from the Department of Homeland Security and its connection to an agreement signed by Chief DiGiovanni with ICE in March 2025. Ms. Heitman asked whether the agreement had ever been discussed by the Commission and commented on the Chief's authority to execute the agreement without legal or Commission review. She further requested the names of any police officers who received ICE training, information on related payments, whether additional officers were planned to be trained, and the release of the financial agreement.

Barbara Heitman summarized her requests by asking for the policy and procedures governing the license plate readers, specifically, who is authorized to access the data, how the KCB Police Department intends to use it, and with which agencies it may be shared. Barbara Heitman requested a full review and discussion of the ICE agreement and its operational details at the next Commission meeting.

Theodore Bentley, 980 Shelter Bay Drive, addressed the Commission regarding the no-overnight-parking sign located in front of his driveway on Shelter Bay Drive. He questioned the sign's purpose, stating that he believes it is unreasonable

and unnecessary. Mr. Bentley requested that the signs be removed and added that they create a hazard for trailers backing in and out of driveways.

Laurie Swanson, 620 9th Street, addressed the Commission regarding her arrest by the Florida Highway Patrol on January 16, 2026. She described a subsequent incident in which she reported being followed by a Customs and Border Protection vehicle after witnessing what she believed to be a kidnapping involving Border Patrol. Ms. Swanson raised concerns about the role of the Sheriff's Office in relation to these events. Ms. Swanson referenced the Memorandum of Understanding signed by Chief DiGiovanni with ICE, expressed concern that local police officers were acting in coordination with ICE, and referenced incidents in Minneapolis. Laurie Swanson stated that she no longer feels safe in the city and expressed opposition to the installation of license plate readers, citing concerns about potential data sharing with ICE. Laurie Swanson reiterated her belief that the city should not move forward with license plate readers or an ICE agreement.

Carman Slusher, 411 12th Street, asked about the status and progress of the 7th Street Boat Ramp. Commissioner Diehl informed that the City Administrator mentioned an opportunity for a grant to fund the boat ramp's renovation, which, if approved, will likely start construction in 2027.

Cindy Catto, 601 W. Ocean Drive, requested a community meeting on the License Plate Readers and ICE Agreement to allow a full discussion with citizens and expressed concerns about what could happen.

Fred Swanson, 620 9th Street, expressed his belief in the Police Department and their purpose but does not believe in ICE. Fred Swanson recalled personally knowing people who were arrested and reiterated his opposition to supporting ICE.

There were no further comments, and Mayor Foster gave appreciation for all the comments received.

5. **Committee and Department Reports** (*written reports provided; Staff and Board Chairs available for questions*)
- a. **Marathon Fire/EMS** – Marathon Fire Chief Muro recognized Sgt. Buxton for her life-saving efforts and continued providing his statistical report for the past month. Fire Chief Muro reported on the CPR Program held on Wednesdays and Saturdays, stated that all Monroe County Helicopters are to be in use, and provided an update on high-need patients being transported daily to the mainland.  
  
Commissioner Harding asked for an example of the NERS Report, which Chief Muro confirmed could be provided.
  - b. **Police Department** – Sgt. Jamie Buxton had nothing additional to report.
  - c. **City Administrator** John Bartus reported on a productive trip to Tallahassee and provided an update on the Florida Boater Improvement Fund, noting that the City may be eligible for a grant to support repairs to the boat ramp and dock. John Bartus informed the Commission that both FRDAP grants for the 7th Street and 8th Street park restrooms had been approved, each at an anticipated amount of \$100,000.00, and confirmed that the new fiscal cycle begins on October 1st. City Administrator Bartus stated that he would research whether the restroom projects could begin ahead of schedule, and Commissioner Harding cautioned against starting work prematurely. John Bartus confirmed that the Pickleball Shade Bid opening would take place the following day and that two bids had already been received.
  - c. **Public Works Department** Head Guarino had nothing further to report. Mayor Foster commended Public Works Department Head Mike Guarino on his department's work in the city.
  - d. **Building Official** Loreno had nothing further to report, and the Commission had no questions.
  - e. **City Hall** City Clerk Roussin reported that she had nothing further to add. Commissioner Harding asked about election work transitioning from the County to the City and requested an estimate of any additional costs. City Clerk Roussin clarified that the current year's election would still be administered by the Supervisor of Elections with only a small additional cost, and noted that the role of Qualifying Officer has now been deferred to the City Clerk's Office.

- f. **Beautification Committee** Chair Bachman commented on a letter received from Tammy Monarch, a visitor to the city for the past seven years, who praised the positive improvements made in the city by all departments and committees.
  - g. **Planning & Zoning Board** – Chair Lancaster: No report
  - h. **Recreation Committee** Chair Catto informed meeting with Golf Course Manager Daryl Rice and Commissioner Harding, focusing on ideas for a two-year plan for course improvements and safety concerns. Cindy Catto reported that the clubhouse porch has been netted to create a safe seating area. Cindy Catto shared that Daryl Rice proposed a mini driving range, which is awaiting approval from the Commission, along with a request for a putting and chipping green, along with other suggested improvements for the golf course. Cindy Catto informed that the matter regarding Wi-Fi and cameras has been deferred to the Commission and expressed satisfaction with the progress on matters overall.
  - i. **Utility Board** – Chair Swanson: No report.
6. **Consent Action Items** *(Under the consent agenda, all action items will be voted on after one motion, and a second will be required to approve them without discussion. If a Commission member wants any action item discussed or voted on separately, the Commission member, at the beginning of the open session, must ask that the action be moved to the discussion action item section.)*
- a. Approval of the following City Commission Meeting Minutes
    1. 12-18-2025 City Commission Special Meeting Minutes
    2. 01-12-2026 City Commission Workshop Meeting Minutes
    3. 01-12-2026 City Commission Special Meeting Minutes
    4. 01-22-2026 City Commission Regular Meeting Minutes
  - b. Approval of Nancy Helme as an Alternate to the Beautification Committee
  - c. Approval of the Installation of a 40,000-pound Elevator Style Boatlift per the Recommendation of the Planning & Zoning Board
  - d. Approval of Warrant No. 0126 for \$691,751.58

Mayor Foster introduced the agenda item and asked for any changes to the Consent Action Items. There were no changes, and Mayor Foster asked for a motion to approve.

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

**DISCUSSION:** Commissioner DiFrancisco asked for confirmation that the Planning & Zoning Board approved the request for a boatlift, which was confirmed.

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

7. **Discussion Action Items**

- a. **Discussion/Award of ITB 2026-01: 7<sup>th</sup> Street & Shelter Bay Drive – Pervious Pavers**
  1. Recommendation of Award by CPH Engineer Jason Shepler/City Administrator Bartus

Mayor Foster explained the proposed project involving the installation of pavers around the Detention Pond and noted that temporary parking restrictions will be required during construction. Mayor Foster advised that remaining grant funds would be insufficient to fully cover the project and asked Commissioner Harding whether supplemental funding could be provided from the Stormwater account. Commissioner Harding confirmed that the needed funds could be supplemented without issue.

**MOTION:** Motion made by Commissioner Harding to award the bid to Mike Haack Excavating for \$292,750.00. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** None.

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

**b. Discussion/Approval of Purchases for the Police Department**

**1. Discussion/Approval of a Proposal for the purchase of a Ford F-250 Pickup Truck for \$62,362.00**

Mayor Foster presented the agenda item and confirmed that the correct price is \$67,695.00, with funding for the vehicle to be covered by ICE funds. City Clerk Roussin verified that the funds have been received. Mayor Foster called for a motion to approve.

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

**DISCUSSION:** None.

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

**2. Discussion/Approval of a Proposal by Paradise 911 Equipment for \$25,703.20 for the outfitting of the requested Police Truck**

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

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

**DISCUSSION:** None.

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

**c. Discussion/Approval of Recommendations of the Recreation Committee (Memorandum by Commission Harding included)**

**1. Wi-Fi and Camera Installation at Sunset Park**

Recommendation to decline to make either a positive or negative recommendation regarding the installation of Wi-Fi and a corresponding camera at Sunset Park, and to defer the matter to the City Commission for determination.

- i. Quote by KCS for Camera & Wi-Fi Installation
- ii. Monthly Comcast Quote

**2. Putting Green Expansion**

Recommendation to approve increasing the size of the existing putting green and enhancing it to function as both a putting and chipping green, while maintaining its current location.

**3. Golf Course Safety Improvements**

Recommendation to improve Safety Measures on the Golf Course.

**4. Bocce Court Improvements**

Recommendation to complete the Bocce Court improvements with the installation of pavers.

**5. Outdoor Furniture for Golf Course**

Recommendation that City funds be allocated for the purchase of outdoor furniture for the Golf Course, including tables.

Mayor Foster pointed out that several good recommendations were included in the agenda item, but pricing was only available for the Wi-Fi and camera proposal at Sunset Park, and asked Commissioner Harding to elaborate. Commissioner Harding reviewed his memorandum and the walk-through conducted with Golf Course Manager Daryl Rice and Recreation Committee Chair Cindy Catto. Commissioner Harding outlined identified needs related to safety and extra seating on the clubhouse porch. Commissioner Harding suggested reviewing needs monthly and requested approval of up to \$30,000.00 to complete projects over the summer. Commissioner Harding listed items such as placing specific palm trees for safety, installing a golf driving net for practice, and buying tables for the clubhouse and benches on the course. He also mentioned potential future needs, including screening, mulch, a practice putting green, landscaping, ongoing evaluation of tables and benches, perimeter cleanup, and tree trimming.

**MOTION:** Motion made by Commissioner Harding to allocate up to \$30,000.00, which will fund safety improvements under Item 3 and Item 5, from the existing budget. Vice-Mayor Colonell seconded the motion.

**DISCUSSION:** Commissioner Harding confirmed that no trees will be placed in areas potentially extending the clubhouse, and the furniture will consist of standard tables used in city parks. The Commission discussed options for the best type of tree for protection, including the species and necessary height. Mayor Foster requested a review

of the current furniture and suggested exploring more durable alternatives. He also expressed agreement with approving the request but asked for follow-up with details on what will be purchased and a cost breakdown between the city and Daryl Rice. Commissioner Harding noted that immediate safety issues still exist, and Mayor Foster asked to revisit the matter if further decisions are needed. Additionally, Commissioner Harding mentioned that Daryl Rice is working on improvements at the golf course entrance, including landscaping and mulch.

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

Commissioner Harding commented that Agenda Item 2 is most likely to be brought back in the next budget year and will require a joint effort to secure funding.

Commissioner Harding elaborated on Item 1, addressing Wi-Fi in State and City parks. He spoke about the benefits of Wi-Fi for residents and emergency communications and noted that he had experienced no issues with similar installations in his condominium. Commissioner Harding explained that funds had been set aside in the Police Department budget to add Wi-Fi to a couple of parks in the city. Commissioner Harding recommended separating the Wi-Fi and camera questions for the Commission's consideration.

Mayor Foster recalled that the initial camera suggestion came from a resident and that its purpose was to allow people out of town to view the park. Mayor Foster expressed support for the concept and suggested obtaining comparable quotes. Commissioner Diehl commented on the installation and maintenance costs and noted that more affordable options might be available. Mayor Foster stated that the matter should be tabled until further information is obtained. Commissioner Harding emphasized the importance of professional installation for Wi-Fi services.

**d. Discussion/Approval of a Recommendation of the Utility Board for monthly Sewer Charges for the Marina**

Mayor Foster introduced the agenda item and asked Commissioner Harding to elaborate. Commissioner Harding reported on a meeting held with the Marina Property Manager, Building Official Lorenzo, and Wastewater Plant Operator Shane Ellis to verify the sewer connection. Commissioner Harding explained that the Shopping Center is separate from the Marina and the Restaurant, with its own outlet.

Commissioner Harding explained the boat pump-out process, noting that pump-outs must be recorded and verified by the State. Commissioner Harding added that there are no direct sewer connections for boats, and data from the past six months show that larger vessels usually pump out offshore, while only houseboats use the marina's pump-out system, with limited frequency. Commissioner Harding compared the estimated wastewater use of a houseboat to that of a small one-bedroom home or condo and provided examples of rate structures used in other municipalities for liveaboards, including base rates and usage-based charges. He suggested adding one pump-out service at the marina for \$37.00 per month or \$111.00 per quarter, which is about half of what a house would be charged. Commissioner Harding noted that the other boats in the marina are not connected to sewer, but the Marina Owners plan to possibly offer connections in the future. City Clerk Roussin clarified that the Utility Board's recommendation is to charge each houseboat as outlined in the proposed ordinance.

Commissioner Diehl disagreed with Commissioner Harding's recommendation regarding the assessment and supported a fee at the same rate as houses. Further discussion covered usage differences, including distinctions between gray water and black water, and the potential addition of houseboats in the future.

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

**FURTHER DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Commissioner Harding – yes. Commissioner DiFransico – yes. Vice-Mayor Colonell – yes. Commissioner Diehl – no. Mayor Foster – yes. Motion approved.

**e. Discussion/Approval by a Recommendation from the Planning & Zoning Board for the implementation of an Ordinance for Seawall Compliance**

Mayor Foster introduced the agenda item and asked Assistant City Attorney Black to speak on the suggested changes. Scott Black discussed the proposed revision of the wording regarding how the determination will be made about deteriorated seawalls. The new wording would be: 'upon determination by the Building Official or City

Engineer that a seawall has deteriorated, damaged, failing, or otherwise unsafe, written notice shall be issued by the Code Official to the Property Owner.’ Assistant City Attorney Black clarified that the change in wording directs that the notice will be sent by the Code Official, but the determination is made by the Building Official or City Engineer. Scott Black also clarified that fines will be assessed according to the fine schedule, with a maximum of \$500.00. Commissioner Harding recalled previous discussions about first-offense violations and the maximum fines allowed for such offenses. Scott Black explained that the fine is not fixed at \$500.00 but is capped at that amount. Mayor Foster asked for a motion to approve.

**MOTION:** Motion made by Vice-Mayor Colonell. Commissioner Harding seconded the motion.

**DISCUSSION:** Commissioner Diehl expressed concerns about the 120-day timeline requirement and explained his uncertainties regarding the timeframe for completing seawall construction, sharing his own experience on the necessary duration. Commissioner Diehl stated that he does not believe a 12-month timeframe is realistic. A discussion followed about the permitting process, with Building Official Loreno clarifying that either the homeowner or the contractor can initiate the permit application, and supporting documentation can be submitted later. Mayor Foster asked for clarification on responsibilities, timelines, and the need for a clear ordinance to ensure proper enforcement. Building Official Loreno noted that the City of Marathon allows up to two years to complete seawall construction and outlined the required documents for permit approval, typical turnaround times, and the possibility of applicants requesting extensions if needed. Further questions and discussion ensued about the difference between repairs for safety issues and standard seawall construction permits, as well as the overall permitting process for seawall work.

Mayor Foster commented on the existing language stating that seawall repairs must be fully completed within 12 months after permit approval. Commissioners discussed the timeline and related requirements. Mayor Foster suggested revising the wording to specify that the seawall replacement must be fully completed within 12 months of permit approval, which would allow approximately 1.5 years from the initial notice. The Commission expressed consensus with this change. Building Official Loreno confirmed that compromised or unsafe seawalls must be boarded off and not used. Assistant City Attorney Black confirmed that the revised language would reference the timeline beginning from permit approval rather than from notice and stated that the change would be made.

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

**f. Discussion/Approval of a Recommendation by the Utility Board to approve a Quote by Nuvonic for Annual Preventive Spares and Services.**

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

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

**DISCUSSION:** None.

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

**8. Ordinances & Resolutions:**

- a. FIRST READING OF ORDINANCE 2026-508:** An Ordinance Of The City Of Key Colony Beach, Florida; Amending Ordinance 2025-497 Future Land Use Policy 1.5.1 For A Scrivener’s Error Regarding Plan Densities For Commercial, Resort, And Public Buildings The Intensity Shall Be At Least 20% Of The Lot; And Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

Mayor Foster provided the first reading of Ordinance 2026-508, explained Scrivener’s error, and asked for a motion to approve.

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

**DISCUSSION:** None.

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

City Clerk Roussin informed that the second and final reading is to be held in March.

- b. **FIRST READING OF ORDINANCE 2026-509:** An Ordinance Of Key Colony Beach, Florida, Adding Section 6-45 Seawall Conditions; Compliance Requirements; Enforcement To Chapter 6 Buildings, Article II Dangerous Structures; Adding Section 9-13 Concerning Violations Of Section 6-45 For Business Tax Receipts Purposes To Chapter 9 Business Taxes, Permits And Business Regulations, Article I In General; Amending Section 9-28 Concerning Violations Of Section 6-45 For Residential Rentals To Chapter 9 Business Taxes, Permits And Business Regulations, Article II Residential Rentals; Providing For Codification; Repealing Any Inconsistent Provisions; Providing For Severability; And Providing An Effective Date.

Mayor Foster provided the first reading of Ordinance 2026-509 and asked for a motion to approve.

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

**DISCUSSION:** Commissioner Diehl reminded everyone of the needed edits. Assistant City Attorney Black read the discussed edits into the record. Section 2b shall read, "Notice of unsafe or deteriorated seawall upon determination by the Building Official or City Engineer that a seawall is deteriorated, damaged, failing, or otherwise unsafe, written notice shall be issued by the Code Official to the property owner identifying deficiencies and required corrective actions." Assistant City Attorney Black also informed that the change in Section 2c(4) will read, "Within 12 months of permit approval, all seawall repairs or replacements shall be fully completed and approved by the city." Mayor Foster expressed appreciation to Building Official Loreno for organizing the new ordinance.

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

City Clerk Roussin informed that the Ordinance will come before the City Commission for a second and final reading on March 19<sup>th</sup>, 2026.

- c. **RESOLUTION 2026-01:** A Resolution By The City Of Key Colony Beach Board Of Commissioners Amending Resolution 2024-13 Fee Schedule For Building Department Permits And Services; And Providing For An Effective Date.

Mayor Foster provided the reading of Resolution 2026-01 and asked for a motion to approve.

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

**DISCUSSION:** Commissioner Harding confirmed that no changes were made from the previous review.

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

- d. **RESOLUTION 2026-02:** A Resolution Of The City Commission Of The City Of Key Colony Beach, Florida, Amending Resolution 2024-15 Miscellaneous Fee Schedule; And Providing For An Effective Date.

Mayor Foster provided the reading of Resolution 2026-02 and asked for a motion to approve.

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

**DISCUSSION:** Commissioner Harding reminded of a small increase in temporary boat trailer charges, \$25.00 per week and \$50.00 per month, for storage fees.

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

## 9. Secretary-Treasurer's Report

- a. January 2026 Financial Summary

Commissioner Harding presented his Treasurer's Report for January and reported no concerns with revenue, and reported that funding from the Department of Homeland Security agreement was received. Commissioner Harding suggested reviewing the legal aspects of the contract on License Plate Readers and possibly providing education on the purpose and usage of the collected data.

Mayor Foster asked for a brief recess.

The Commission reconvened at 5:19 PM.

Commissioner Harding suggested placing a review of the License Plate Readers on next month's agenda and expressed interest in working with Sgt. Buxton on the matter. Mayor Foster confirmed that the agreement on the License Plate Readers had been reviewed by legal. Commissioner Harding also requested a review of the ICE Service Agreement, seeking clarification on the extent of involvement, and asked to include this matter on next month's agenda.

Commissioner Harding continued his Treasurer's Report, stating that there were no concerns with year-to-date expenses and noting that the first City Hall Hardening reimbursement had been received. He reported that the Building Department fund remains in good condition, with both revenue and expenses running below projections. Commissioner Harding added that quarterly revenues are stable with no issues. Commissioner Harding noted that reimbursements for the Digester Stairs and Tanks had been received and that the related funding is in good shape. Additionally, he reported that stormwater reimbursements have been received and provided an update on the expected net remaining funds.

Commissioner Harding provided an update on City Hall financing and reported that, after reviewing the Loan Agreement with First Horizon, the City is operating in compliance with Florida law. Commissioner Harding reviewed various financing structures, including the use of non-ad valorem taxes, infrastructure revenue, and other state revenues, along with estimated loan needs. Commissioner Harding recommended using the same loan structure previously utilized, noting that it offers the lowest cost and least risk to the City. He also recommended issuing an ITN to obtain competitive quotes and stated that financial planners from Ford and Associates were no longer needed. Mayor Foster confirmed that no formal Commission vote was required and authorized moving forward with issuing the Invitation to Negotiate.

- 10. City Attorney's Report:** Assistant City Attorney Black reminded that a Commissioner can contact the City Attorney's office by phone or email at no charge, and simple clarifications or reviews are free. Scott Black confirmed that his office will contact Mayor Foster before legal costs are incurred. Mayor Foster confirmed that Assistant City Attorney Black is the correct contact for legal questions regarding City Hall. There were no further questions.

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

**a. Commissioner Harding**

1. **Wastewater Sampling Weekly Report for February 16<sup>th</sup>, 2026:** Commissioner Harding reported that COVID is still present at low levels, with peaks of influenza viruses having decreased, and RSV still being present at low levels.
2. **Monroe County Water Shortage Warning:** Commissioner Harding informed about a water shortage warning from the South Florida Water Management District and mentioned that the State is in one of the worst droughts in ten years. Commissioner Harding also shared a voluntary request to reduce irrigation to once a week and to minimize any other water usage.

**b. Commissioner Diehl**

1. **Seawall Inspections:** Commissioner Diehl reported on seawall inspections completed on February 12th alongside Building Official Loreno. Commissioner Diehl discussed the canals inspected, the worst seawalls identified, and provided an update on canal inspections and issues found. Building Official Loreno reported that 50 seawalls are currently in need of repairs, with 22 classified as critical. Commissioner Diehl updated that the next inspections are scheduled for March to finalize the inspection process.

Commissioner Diehl spoke on the task of keeping the Post Office open during construction and working on a proposal to address the Post Office truck issue, which will involve using the 7th Street boat ramp lot for access. Commissioner Diehl explained potential landscaping changes to widen the radius for trucks and improve access on the north side of the entrance if approved. Commissioner Diehl provided further details on the proposal and mentioned it would be sent to the Post Office Superintendent for consideration.

Commissioner Diehl also briefly discussed the grant opportunity for the boat ramp and the application to be submitted in April.

Commissioner Diehl proposed a KCB Spring Clean-up in April, and spoke about restrictions on the number of trash cans and rules for placing curbside trash inside the cans. Commissioner Diehl suggested renting dumpsters so residents could dispose of oversized items and reaching out to the Community Association to coordinate the Spring

Clean-up. City Clerk Roussin mentioned that the Marathon Garbage Company can be contacted to schedule a pickup of extra trash at no cost. The Commission supported the idea of a Spring Clean-up, and Commissioner Harding reminded everyone to keep hazardous waste separate.

c. **Commissioner DiFransico** commented on residents' concerns about speeding on certain streets and the possibility of the Police Department being more aggressive with speeding vehicles. Commissioner DiFransico mentioned noticing parking problems at Sunset Park during a recent Concert in the Park event and suggested researching ways to make the parking lot more functional. Commissioner Diehl agreed with Commissioner DiFransico's observations.

d. **Vice-Mayor Colonell**

1. **City Hall Update:** Vice-Mayor Colonell reported that a lot of paperwork had been completed; however, the project still experienced delays. He provided a general update, mentioning contractor concerns about not being informed of scheduled meetings, site-access problems, changes to the staging area, and the concern about keeping the Post Office open. Vice-Mayor Colonell highlighted delays related to demolition plans and drawings that had been delayed due to misunderstandings, and he discussed possible solutions, value-engineering options, and pending change orders.

Vice-Mayor Colonell also emphasized the importance of legal guidance throughout the project and requested full authorization to engage city attorneys as he deemed necessary for matters relating to the project contract.

Commission discussion followed with Assistant City Attorney Black offering clarification regarding current legal-access procedures and the potential for outside costs. Vice-Mayor Colonell referenced a discussion letter from the contractor, and the Commission gave additional comments on timelines and contractual agreements.

e. **Mayor Foster**

**Grant Update:** Mayor Foster reported that the first grant reimbursement request for the City Hall project was received and expressed confidence in the schedule and progress being made to meet grant deadlines for fund utilization. Mayor Foster also announced that funding for the Ocean Drive Project was approved, and the project will be launching soon. He explained that appropriations with the State are under review by the committee, with a strong likelihood of approval. Additionally, Mayor Foster asked Commissioner Harding to be the Point of Contact for the Department of Commerce regarding potential grant funding. He also requested that the engineering drawings be finalized for the FRDAP grants.

12. **Citizen Comments:** None.

13. **Adjournment:** The meeting adjourned at 6:09 PM.

Respectfully submitted,

*Silvia Roussin*

City Clerk

**CITY OF KEY COLONY BEACH**

Warrant Number	0226
Items paid from	February 1, 2026
to	February 28, 2026
First Horizon Checking Account - 6871	\$283,990.38
(includes all vendor payments for general, road, building and infrastructure)	
Escrow Account - 5537	-
Payroll Account - 2942	\$148,426.27
Infrastructure Reserve Account - 8644	99,026.70
Road Reserve Account - 8677	-
Impact Fees Reserve Account - 8669	-
First State Bank Reserve Account - 3703	-
Sewer Money Mkt - 0301	-
Stormwater Checking Account - 0128	\$68,123.71
Sewer Account - 6006	\$90,097.61
<b>TOTAL DISBURSEMENTS</b>	<b><u><u>\$689,664.67</u></u></b>

**MINUTES**  
**CITY OF KEY COLONY BEACH**  
**ITB 2026-02 EVALUATION COMMITTEE**  
**PICKLEBALL SHADE STRUCTURE PROJECT**

Tuesday, March 10<sup>th</sup>, 4:49 PM  
Located at Marble Hall, 600 W. Ocean Drive, Key Colony Beach,

**Present:** Pickleball Club President Diane Slusher, Public Works Department Head Mike Guarino, City Administrator John Bartus. **Also Present:** Administrative Assistant Par Darnall, City Clerk Silvia Roussin

The Evaluation Committee met on Tuesday, March 10, 2026, to review the bids received for ITB 2026-02 Pickleball Shade Structure Project.

The following bids were received:

- Gulf American Construction
- Bliss Products
- KorKat

City Clerk Silvia Roussin explained the review criteria, including the definitions of “responsive” and “responsible” bids, as well as the City’s right to reject any or all bids. The Committee reviewed each submitted bid to ensure all required documents were included in accordance with the bid requirements.

After reviewing and discussing the submitted bids, the Evaluation Committee reached a consensus that all bids should be rejected. The Committee also recommended reserving the right to reissue the Invitation to Bid for the project at a later date.

City Clerk Roussin asked for a motion to reject all bids and reserve the right to reissue the Invitation to Bid for the project at a later date.

**MOTION:** Motion made by Diane Slusher. Seconded by John Bartus.

**DISCUSSION:** None.

**ON THE MOTION:** Rollcall vote. Motion approved unanimously.

**Recommendation:**

The Evaluation Committee recommends that the Key Colony Beach City Commission reject all bids received for ITB 2026-02 Pickleball Shade Structure Project and reserve the right to re-advertise the project for new bids.

The meeting adjourned at 5:17 PM.

*Silvia Roussin*

City Clerk



March 12, 2026

To: The City of Key Colony Beach Board of Commissioners

From: The Key Colony Beach Recreation Committee

**Re: Discussion and Recommendation for the Award of ITB 2026-03: Basketball Half-Court Construction**

The Key Colony Beach Recreation Committee reviewed the sole bid for ITB 2026-03 for the construction of a Basketball Half-Court. After review and discussion of the matter, the Committee voted as follows:

**MOTION:** Motion made by David Evangelista to recommend to the City Commission to accept the sole bid of \$35,000.00 from the contractor. Judy Burgett seconded the motion.

**DISCUSSION:** The Committee briefly discussed the project timeline and expected completion within the current fiscal year.

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

**Final Recommendation:** The Key Colony Beach Recreation Committee recommends that the City of Key Colony Beach Board of Commissioners accept the sole bid of \$35,000.00 for the construction of a Basketball Half-Court.

---

Cindy Catto, Recreation Committee Chair



# CITY OF KEY COLONY BEACH

## ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK  
 PO BOX 510141  
 CITY OF KEY COLONY BEACH, FL 33051  
 TELEPHONE: (305) 289-1212  
 WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

NEW APPLICATION       RE-APPLICATION

- BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates)
- PLANNING & ZONING BOARD\* (2-Year Term; 5 Members, 2 Alternates)
- RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
- UTILITY BOARD\* (1-Year Term; 5 Members, 2 Alternates)

\*These boards are subject to Financial Disclosure.

Name: cherry (Last)      Sally (First)      E. (Middle)

Address: [REDACTED]  
[REDACTED]

Mailing Address (if different): \_\_\_\_\_

Business Address: \_\_\_\_\_

Occupation: retired

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?  Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? 21 years

Do you own property in the City of Key Colony Beach?  Yes  No

Are you a Registered Voter in the City of Key Colony Beach?  Yes  No

Please rank your board preference(s):  
1. Recreation  
2. \_\_\_\_\_  
3. \_\_\_\_\_

Have you ever served on a volunteer board or in a volunteer capacity before?  Yes  No

If yes, please indicate name of board and dates of service. Fishermen's Hospital  
Auxiliary Board - 201-2017, Monroe County Library Advisory Bd - 2018-2022

Why would you like to serve on this board? I am interested in  
expanding the committee into other areas  
of recreation beyond sports

What special skills would you bring to this position? commitment to  
being open to new ideas

Please list fields of work experience: teacher - 34 years

List any licenses and/or degrees (optional): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Local References (Please list 3):

1. Cindy Catto
2. Sandy Bachman
3. Marie Flood

Would you have a problem with the meeting dates and times for the board/agency for which you are applying?  Yes  No

If yes, please explain: \_\_\_\_\_

Signed: Lucy A. Cherry Date: 2-26-26

### SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 <sup>nd</sup> Tuesday of each month	10:00 am
Planning and Zoning Board*	3 <sup>rd</sup> Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board*	3 <sup>rd</sup> Tuesday of each month	9:30 am

\*These boards are subject to Financial Disclosure.

**Submit application to:**

Silvia Roussin  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

OR

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

**CITY OF KEY COLONY BEACH ADVISORY BOARD  
& VOLUNTEER COMMITTEE MEMBER APPLICATION**

**Acknowledgments:**

1. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: Sally E. Cherry

Signature: Sally E. Cherry

Date: February 26, 2026



# CITY OF KEY COLONY BEACH

## ADVISORY BOARD & VOLUNTEER COMMITTEE APPLICATION

OFFICE OF THE CITY CLERK  
PO BOX 510141  
CITY OF KEY COLONY BEACH, FL 33051  
TELEPHONE: (305) 289-1212  
WEB: [www.KeyColonyBeach.net](http://www.KeyColonyBeach.net)

NEW APPLICATION       RE-APPLICATION

- BEAUTIFICATION COMMITTEE (2-Year Terms; 5 Members, 2 Alternates)
- PLANNING & ZONING BOARD\* (2-Year Term; 5 Members, 2 Alternates)
- RECREATION COMMITTEE (2-Year Term; 5 Members, 2 Alternates)
- UTILITY BOARD\* (1-Year Term; 5 Members, 2 Alternates)

\*These boards are subject to Financial Disclosure.

Name: Joseph Lisa G  
(Last) (First) (Middle)

Address: [REDACTED]  
Marathon, FL 33050

Mailing Address (if different): P.O. Box [REDACTED]  
Key Colony Beach, FL 33051

Business Address: Key Colony Beach Realty, Inc.  
220 Sadowski Causeway Key Colony Beach

Occupation: Broker

Home/Cell Ph.: [REDACTED]

E-mail: [REDACTED]

Do you reside within the City limits?

Yes  No

• If yes, how long have you resided in the City of Key Colony Beach? \_\_\_\_\_

Do you own property in the City of Key Colony Beach?

Yes  No

Are you a Registered Voter in the City of Key Colony Beach?

Yes  No

Please rank your board preference(s): 1. Recreation Committee

2. \_\_\_\_\_

3. \_\_\_\_\_

Have you ever served on a volunteer board or in a volunteer capacity before?  Yes  No

If yes, please indicate name of board and dates of service. \_\_\_\_\_

Why would you like to serve on this board? I would like to get more involved in the city. The recreation committee sounds like a fun way to start.

What special skills would you bring to this position? I have worked in the city for over 35 years. I have managed my own business for the last 10 years.

Please list fields of work experience: bookkeeping, vacation rentals, real estate sales

List any licenses and/or degrees (optional): \_\_\_\_\_

Local References (Please list 3):

1. Jessica Borraccino
2. Judy Burgett
3. Ed Borysiewicz

Would you have a problem with the meeting dates and times for the board/agency for which you are applying?  Yes  No

If yes, please explain: \_\_\_\_\_

Signed: Risa Joseph Date: 2/19/26

#### SCHEDULE OF BOARD/COMMITTEE MEETINGS

Beautification Committee	2 <sup>nd</sup> Tuesday of each month	10:00 am
Planning and Zoning Board*	3 <sup>rd</sup> Wednesday of each month	9:30 am
Recreation Committee	As needed	TBD
Utility Board*	3 <sup>rd</sup> Tuesday of each month	9:30 am

\*These boards are subject to Financial Disclosure.

**Submit application to:**

Silvia Roussin  
City Clerk  
City of Key Colony Beach  
PO Box 510141  
Key Colony Beach, FL 33051

**OR**

[Cityclerk@keycolonybeach.net](mailto:Cityclerk@keycolonybeach.net)

# CITY OF KEY COLONY BEACH ADVISORY BOARD & VOLUNTEER COMMITTEE MEMBER APPLICATION

## Acknowledgments:

1. Accuracy of Information. I certify that the information provided in my Board Application with the City of Key Colony Beach is correct to the best of my knowledge.

Printed Name: Lisa Joseph

Signature: Lisa Joseph

Date: 2/19/26

---

**Sec. 12-3. Composition of committee; qualifications, compensation; removal of members.**

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

(Ord. No. 144, § 2, 12-14-78; Ord. No. 210, § 5, 6-26-86; Ord. No. 242, 6-9-88; Ord. No. 344-2002, 7-11-02; Ord. No. 457-2019, 2-28-19; Ord. No. 2025-503, § 3, 9-18-25)



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

February 23, 2026

The Honorable Freddie Foster, Mayor  
City of Key Colony Beach  
600 West Ocean Drive  
Key Colony Beach, FL 33051

RE: Engineering Services Agreement  
Ocean Drive Water Quality Improvements Project  
DEP Agreement No. KG011  
City of Key Colony Beach, Florida  
Project No. 2501920  
Client No. 0604-22-1

Dear Mayor Foster:

We are pleased to present the following proposal for Engineering Services in conjunction with City of Key Colony Beach's Ocean Drive Water Quality Improvements Project. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to City of Key Colony Beach, the Client, for the fees stipulated hereafter.

### **SCOPE OF SERVICES**

The Engineer will provide preconstruction activities (design completion, topographic survey, and permitting services), bidding and contractor selection, construction administration, and project management services for the Ocean Drive Quality Improvements Project. Services will be performed in accordance with the terms outlined herein and are anticipated to be funded, in whole or in part, through the Florida Department of Environmental Protection (DEP) Florida Keys Area of Critical State Concern (ACSC) Grant Program, subject to legislative appropriation and execution of DEP Grant Agreement No. KG011 between DEP and the City.

The project will consist of stormwater infrastructure improvements along Ocean Drive and connecting streets in the City of Key Colony Beach to enhance stormwater collection, storage, and treatment. Grant funding will be used to construct exfiltration trenches, baffle boxes, control weirs, permeable pavers, etc. and modify existing stormwater outfall components to improve hydraulic performance and pollutant removal. The improvements are intended to reduce nutrient and sediment loads discharged to City canals and adjacent nearshore waters. The proposed scope of work is described further in the City's DEP Florida Keys Area of Critical State Concern Grant Program Project Proposal which was submitted to FDEP on August 29, 2025. The overall total project cost and associated funding is \$2,277,610 with a \$60,000 match from the City.

More specifically, the Engineer's scope of services will include the following:

#### **ITEM A – PROJECT (GRANT) MANAGEMENT**

Project management activities will include grant administration, subconsultant coordination, city coordination, regulatory coordination, budget management, construction coordination, review of contractor submittals and pay applications, construction observation and field coordination, participation in project meetings, schedule and budget tracking, coordination with the City and regulatory agencies, and overall project oversight to ensure compliance with contract documents and grant requirements.

The Engineer will assist the City in preparing: reimbursement requests, FDEP progress updates, and other administrative tasks during completion of the project. This also includes necessary teleconferences with the funding agency.

The Engineer will coordinate with the Florida Key Aqueduct Authority (FKAA) regarding existing utilities in the right of way and existing assets that will require relocation for completion of the project's concept.

The Engineer will coordinate project completion between the funding agency, City, and awarded contractor.

#### **ITEM B - ENGINEERING DESIGN**

The Engineer will perform engineering design for stormwater infrastructure improvements as generally described in Scope of Services. Design will include the preparation of engineering drawings and specifications in a format that is acceptable to the funding agency. The project's concept was completed as part of the City's match for the grant award. Those documents have already been delivered to the City and the funding agency. The City will receive a 90% set of Drawings and Technical Specifications for review and approval. Final bidding documents will be provided upon review and comment by the City and the regulatory agency.

#### **ITEM C - TOPOGRAPHIC SURVEY**

The Engineer will obtain on-site, above-ground field topographic survey information at the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer will perform a Quality Level C Investigation, in accordance with ASCE 38-22, Standard Guideline for investigating and documenting existing utilities.

#### **ITEM D - PERMIT APPLICATIONS**

The Engineer will prepare and submit permit applications required for the Project, including an Environmental Resource Permit (ERP) from the Florida Department of Environmental Protection, as applicable. Local right-of-way permits and utility coordination required by the City of Key Colony Beach will be supported. Additional permits will be coordinated if project limits are determined to encroach upon other jurisdictional rights-of-way.

#### **ITEM E - CONSTRUCTION BIDDING SERVICES**

The Engineer will assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; selling bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

#### **ITEM F - CONSTRUCTION ADMINISTRATION**

1. The Engineer will provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; and processing change orders, if required.
2. Reviewing the Contractor's completion documents and as-built drawings.
3. Preparation of periodic DEP reimbursement or payment requests, including the final DEP reimbursement or payment request as well as close out documents and performing a final inspection of the work.

#### **ITEM G - OBSERVATION SERVICES**

The Engineer will provide Project Representative (RPR) services as directed by the City to support the construction observation efforts. The City has historically completed this role, and it is the Engineer's understanding that the City will retain a presence during construction activities. The Engineer's RPR time is budgeted as a limiting amount in the schedule of fees, and will be billed based on the firm's current hourly rate with associated expenses for mileage and meals.

### **ADDITIONAL SERVICES**

Should the Client change the scope of work related to the design of the Ocean Drive Water Quality Improvements Project, such that additional engineering services will be required and not reasonably anticipated at the time of this agreement approval, the scope and fees for the additional services will be negotiated once the changed scope is defined.

### **CONDITIONS**

As needed for completion of the project scope of work, the Client will provide:

Copies of all available Client records as may be required for the Engineer to complete the scope of services | Boundary and/or plat maps | Regulatory agency permit application fees | Should land acquisition or easements be required for this project, the Client will provide services that may be required such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

### **EXCLUSIONS**

The Engineer's scope of services does not include:

Advertising cost | Landscape plans | Traffic studies | Retaining wall design | Structural design | Zoning related tasks | Wetlands surveys, wetlands permitting, nor wetland mitigation | Flood plain permitting nor flood plain mitigation | Tree surveys | Right of way mapping nor easement work | Platting | LEED Consultation/Design | Value engineering

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035,  
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

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**SCHEDULE OF FEES**

<b>Item</b>	<b>Grant Task</b>	<b>Description</b>	<b>Billing Basis</b>	<b>Total Amount</b>
A	3	Project Management	Lump Sum	\$16,500
B	1	Engineering Design	Lump Sum	\$130,000
C	1	Topographic Survey	Lump Sum	\$27,720
D	1	Permit Applications	Lump Sum	\$15,000
E	2	Construction Bidding Services	Lump Sum	\$7,500
F	3	Construction Administration	Lump Sum	\$32,060
G	3	Observation Services	Hourly <sup>1</sup>	\$12,500
<b>TOTAL</b>				<b>\$241,280.00</b>

*1 As directed by the City, the Engineer will provide a construction observer to the project site who will be billed on an hourly basis with associated expenses.*

Grant Task 4 is allotted for the contractor’s cost to build the project.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client’s projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

*[Rest of Page Intentionally Left Blank]*

**ACCEPTANCE**

Acceptance of this proposal including the Appendix A Standard Provisions may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer will serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it will become null and void.

Sincerely,  
CPH Consulting, LLC



\_\_\_\_\_  
Jason R. Shepler, P.E.  
VP - North Florida Infrastructure

Accepted by  
City of Key Colony Beach

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

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

JRS/bb

## **APPENDIX A**

### **Standard Provisions to Agreement**

#### **TERMS OF COMPENSATION AND DISPUTE RESOLUTION**

1. Neither CLIENT nor CPH shall assign this Agreement, or any causes of action arising out of or relating to this Agreement, without the written consent of the other.
2. CLIENT warrants that it has, and will maintain for the duration of the project, the financial liquidity to pay for all the services contracted in this Agreement. Payment shall not be contingent on CLIENT financing, leases, purchase agreements, or any other transactions.
3. Invoice payments are due upon receipt of the invoice and payments must be kept current for services to continue. **Preferred payment method is via ACH.** Please contact [AR@cphcorp.com](mailto:AR@cphcorp.com) to arrange ACH set-up. If ACH is not elected, payment should be mailed to CPH Consulting, LLC. at 500 West Fulton Street, Sanford, FL 32771. If the CLIENT fails to pay any invoice due within forty-five (45) days of the date of the invoice, CPH may, without waiving any other claim or right against CLIENT, suspend services under this agreement until CPH has been paid in full all amounts due CPH and/or any of its consultants. In addition, CLIENT shall pay CPH interest at a rate of 1.5% per month or the maximum amount allowed by law, whichever is greater, on all invoices that remain unpaid for more than 45 days.
4. CLIENT hereby waives the right to dispute or object to all or part of an invoice if such objection is not made, in writing, within twenty-one (21) days of receipt. Any such objections made in writing within twenty-one (21) days shall not affect the undisputed portions of the invoice which will still be due as scheduled.
5. At no time during the duration of the Project may the total invoiced fees unpaid equal or exceed 20% of the total base fee for the Project. In the event the total outstanding unpaid fees equals or exceeds 20% of the base contract fee, the Project will be placed on hold and no additional work will be performed by CPH or its consultant(s) until the outstanding balance has been paid to CPH.
6. All invoices over 45 days old must be paid in full prior to submittal for permits.
7. "Additional Service(s)" are services which are not part of the contracted basic services and are not included in the basic payment provisions of the Agreement. Additional Services shall only be performed upon receipt of written direction/acknowledgment from CLIENT. Additional services shall be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate unless an amendment to the Agreement with fee for the additional services has been executed. CPH may withhold performing additional services until an Agreement for additional services has been executed. CLIENT shall be obligated to pay for additional services it has directed/acknowledged in writing regardless of the execution of an amendment to the Agreement. CLIENT acknowledges that CPH shall be entitled to compensation for any Additional Services that may become necessary during the course of the project provided that the need for such Additional Service(s) are not caused by the fault of CPH.

8. No deductions shall be made from CPH's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which CPH has been adjudged to be liable or negligent.
9. CPH may elect to secure its financial position with a first lien and/or mechanics lien on the property. If CLIENT requests that CPH subordinate CPH's lien rights for any reason and CPH agrees to waive CPH's right of refusal to subordinate these rights, CLIENT shall deposit the entire amount of CPH's fee for the project as a whole, including estimated reimbursable expenses, into an escrow account held by an independent third party to be payable to CPH in the event of a default by CLIENT. A letter from the escrow agent acknowledging its intent to serve as disbursing agent in the event of default and an escrow agreement signed by both CLIENT and CPH detailing the terms and conditions of the disbursement must be received prior to CPH signing any document subordinating CPH's lien rights. CLIENT shall be responsible for any and all fees and costs related to said escrow account.
10. This instrument is to be interpreted and construed according to the laws of the State of Florida. It is agreed between the parties to this contract that any litigation, lawsuit or court action of any character arising out of or related to this Agreement shall be brought solely and exclusively in Seminole County, Florida. All parties under this contract hereby voluntarily submit to the exclusive jurisdiction of the Florida Courts and the exclusive venue in Seminole County, Florida and do hereby waive any objections to either personal or subject matter jurisdiction of the Florida Courts or to said venue, and further waive their right to bring any such suit in any other venue.
11. CLIENT and CPH shall agree to negotiate in good faith any dispute between them for a period of thirty (30) days after notice to the other party prior to exercising any other rights available to them under the Agreement and the law. No such claim, nor the exercise of other rights, shall constitute a basis to withhold or delay payment to CPH for work performed.
12. In connection with any dispute arising out of or relating to this Agreement, each party shall be responsible for their own attorney's fees and costs incurred for services rendered in connection with such dispute, including appellate proceedings and post judgment proceedings.
13. The CLIENT and CPH agree to submit all claims and disputes arising out of this agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement, but neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.
14. CLIENT AND CPH HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED UPON THIS AGREEMENT, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY.

## **GENERAL TERMS AND CONDITIONS**

1. This Agreement is between the business entity CPH and the CLIENT. No individual agent or employee of CPH is party to this Agreement.

2. In recognition of the relative risks and benefits of the project to both the CLIENT and CPH, the CLIENT agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of CPH, its principals, directors, officers, employees, agents, consultants and servants to CLIENT and to anyone claiming by, through, or under CLIENT, for any and all injuries, claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes so that the total aggregate liability of CPH, its principals, directors, officers, employees, agents, consultants and servants shall not exceed the total compensation received by CPH under this Agreement. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.
3. CPH shall perform its services in accordance with the laws, rules, regulations, and codes that are applicable to the project and in force at the time of this Agreement's execution.
4. No third parties, including but not limited to SBA lending agencies, banks, or financial partners associated with the project in any way will have the authority to alter this Agreement or impose additional requirements including, but not limited, to FEMA requirements, seismic engineering, subjugation of lien rights, or compliance with the National Earthquake Hazard Reduction Program. Research, negotiation, pricing, and/or performing any work related to new requirements and/or obligations imposed by the CLIENT on behalf of any entity not party to this Agreement shall be an Additional Service.
5. CPH shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement and the provision of any certificate or consent shall not constitute a warranty or guaranty. CPH shall have a minimum of fourteen (14) days to review any and all consents or certificates to determine if such consents or certificates can be executed.
6. This proposal does not constitute a guarantee that the proposed work will be legally permitted or is viable. CPH assumes the owner has performed due diligence and is aware of any and all limitations or restrictions including but not limited to zoning, drainage, geotechnical, flood plains, etc. that may exist regarding their property.
7. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the CLIENT or CPH. CPH's services here-under are being performed solely for the benefit of the CLIENT and no other entity shall have any claim against CPH because of this Agreement or CPH's performance of services here-under.
8. CLIENT and CPH agree to waive any and all incidental, indirect or consequential damages arising from disputes, claims, or other matters relating to this Agreement against each other and each other's respective officers, directors, and employees. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, delay, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of agreement and breach of warranty.
9. The ten (10) days from December 24th through January 2nd of any year will not be considered workdays in any proposed schedule regardless of whether CPH's offices are open on any days during that period.
10. CPH shall be entitled to include photographic or other representations of the project design in CPH's promotional materials unless CLIENT has provided written notice to CPH that such information is confidential or proprietary information of CLIENT.
11. If any provision of this Agreement is held to be unenforceable, illegal, or invalid, then that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

12. In the event the CLIENT provides a design to CPH and directs CPH to reproduce that design, the CLIENT here-in asserts and attests that the CLIENT holds unrestricted rights to the design provided. The CLIENT agrees to indemnify, protect, defend, and hold harmless CPH against any and all claims related to the use of the design provided including, but not limited to, copyright claims.
13. CPH shall not be considered a generator, transporter, or disposer of materials affected by regulated contaminants. Because involvement with CLIENT's contaminated substances can expose CPH to severe risks, CLIENT shall, to the fullest extent permitted by law, waive any claim against CPH, and indemnify, defend, and hold CPH harmless from any claim or liability for injury or loss allegedly arising from CPH's involvement with CLIENT's contaminated substances. CLIENT shall also compensate CPH for any time spent or expense incurred by CPH in defense of any such claim. Such compensation shall be based on CPH's prevailing fee schedule and expense reimbursement policy.
14. CLIENT's decision to proceed with various phases of design or construction prior to CPH's 100% completion of the proceeding phase shall relieve CPH of any responsibility for cost overruns or time extensions caused by CLIENT's decision to accelerate the phasing schedule.
15. While CPH acknowledges that bids may be sought and accepted before the completion of 100% Construction Documents, CLIENT also acknowledges the risk of accepting bids on less than 100% complete documents, including the risk of increased construction costs and time extensions, and hereby releases CPH from all fault and liability arising out of or related to accepting bids on less than 100% Construction Documents.

## **PERFORMANCE OF THE WORK**

1. When entry to the property or properties is required for CPH and CPH's consultants to perform the services described here-in, the CLIENT agrees to obtain and make available legal right of entry to the property or properties.
2. CPH will provide all of its services in a manner consistent with the level of care and skill ordinarily exercised by other professionals for that service under similar circumstances practicing in the same or similar locality. This standard shall be applicable to all of CPH's services in the Agreement and no higher or different standard shall apply. The standard of care shall be exclusively judged at the time services are rendered and not according to later standards. CPH makes no express or implied warranty with regard to its services. CPH makes no other guaranty or warranty concerning its services, only that its services shall be performed in keeping with this Standard of Care.
3. Unless provided for in the scope of this Agreement, CPH is here-in agreeing to provide a design based on the existing laws and ordinances governing the subject property and is not agreeing to provide services related to acquiring special approvals including but not limited to:
  - Any work that does not comply with current code provisions
  - Any work that requires obtaining a variance, waiver, special exception, conditional use permit, or another similar, special approval
4. Plans shall be prepared in a professional manner and endeavor to satisfy all applicable codes. CPH shall not be liable for costs or delays resulting from changes in codes following execution of Agreement nor any questionable interpretation of the Codes by authorities having jurisdiction, nor any requests by CLIENT to pursue waivers/variances to applicable codes.

5. CLIENT will provide any required project information including, but not limited to, project/tenant requirements, due diligence documents, surveys, reports, entitlements, design and any other professional service to support the project that is not to be provided by CPH as defined in the scope of this Agreement. CPH shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the CLIENT, CLIENT's consultants and contractors, and information from public records without the need for independent verification.
6. CLIENT may provide additional or other Professional Services such as surveying, soils analysis, planning, civil, architecture, landscape architecture, legal, accounting, or construction inspection on this project and have the results furnished to CPH. As with all Owner-Furnished information, it is agreed that CPH may rely upon the accuracy and completeness of those services by others in performing its work without verification of same. CPH assumes no responsibility for the accuracy or technical adequacy of such professional services provided by others.
7. CLIENT shall provide CPH a certification of liability insurance for any independent design consultant, engineer or other professional hired by CLIENT whose documents are to be bound with the CPH set of Construction Documents, or otherwise utilized on the Project. The amount shall not be less than the amount required by CPH's CLIENT. If such certification is not furnished, CPH shall not bind the consultant's documents into CPH's Construction Documents. CLIENT shall indemnify, defend and hold CPH harmless against any liabilities, claims, damages, loss and expense (including reasonable attorneys' fees and cost of defense) arising out of the performance of consulting or engineering services by CLIENT's separate design consultants, and caused by any negligent act, error, omission or breach of contract (including, without limitation, breach of representation or warranty) by those persons or entities or for which CLIENT is liable, including, without limitation, any claim or action based upon violation of any statute, ordinance, building code or regulation. The foregoing indemnity shall survive the termination of this Agreement.
8. CPH's review of any drawings provided by the CLIENT's consultants shall not constitute an approval by CPH of any designs, equipment or materials used in the work that are not in accordance with CPH's drawings.
9. Unless otherwise provided under this Agreement, the CLIENT shall provide full information in a timely manner regarding requirements for and limitations on the Project. The CLIENT shall furnish to CPH, within three (3) days after receipt of a request.
10. CLIENT shall immediately notify CPH in writing if CLIENT becomes aware of any defect in the project.
11. The CLIENT agrees and accepts that at any time during the course of the project CPH may issue written notice that requires the CLIENT to, within fourteen (14) calendar days from the date of the notice, designate a single person to act as the primary point of contact (PPOC) for the CLIENT and a single person to act as the secondary point of contact (SPOC) for the CLIENT should the PPOC not be available. Thereafter, the CLIENT shall route all communication to CPH through the PPOC. CPH shall not be held liable or considered negligent for failure to perform direction provided by any party other than the PPOC or SPOC and it shall not be CPH's responsibility to verify that third party instructions have been reviewed and/or approved by the PPOC.
12. CPH shall not be held liable for the actions or inactions of any of the following which impede CPH's and/or CPH's subconsultants' ability to perform their work. Such impacts may require changes to the Agreement fee, terms and conditions:
  - The CLIENT's failure to satisfy their obligations under this Agreement including, but not limited to, providing information in a timely manner, providing access to the property, providing design criteria, and providing equipment specifications.

- Changes, details, shop drawings, submittals, inspections, or clarifications requested by the jurisdiction beyond what is typically provided by CPH and/or CPH's subconsultant and deemed reasonable.
  - Changes to the design or design criteria by the CLIENT after the design's approval by the CLIENT, commencement of design by CPH or review by jurisdiction.
13. Neither CLIENT nor CPH shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. Such circumstances shall include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, and authorizations from any local, state or federal agency; for any supplies, materials, accesses, or services required to be provided by either CLIENT or CPH under this Agreement. A reasonable extension of time for delay in performance caused by any such circumstances shall be granted. Should such circumstances occur, the non-performing party shall within a reasonable time of being prevented from performing give written notice to the other party describing the circumstances preventing continued performance and efforts being made to resume performance under this Agreement.
14. CPH will, in the course of its work, attempt to generally identify issues that would adversely affect the project for use as proposed by CLIENT. However, CPH cannot control the regulatory process, actions of others, or unforeseen conditions and does not guarantee that the project can be developed for use as proposed, nor does CPH guarantee the timing of or ultimate regulatory approval for development as proposed.
15. The local, state, and federal entities and authorities ("Authorities") having jurisdiction over the project may or may not approve the proposed use of the project and may change their positions through the process, including disapproval of previously approved items. Additionally, it is uncertain how long those Authorities will take to consider and to take action on the applications for the proposed use of the project. Said decisions and approvals are subject to the decision-making process of those Authorities. Therefore, CPH cannot represent or guarantee that said Authorities will ultimately or finally approve, in whole or in part, the requested use or that the decision-making process will be timely for the project, or that the Authorities will grant variances applicable to the project. Therefore, CLIENT bears the risk of non-approval of the proposed use and the timing thereof. CLIENT should consider the ramifications to it if the project is not approved or only approved in part. Project denial or partial approval does not relieve CLIENT's obligation to pay CPH for services provided under this Agreement.

## **DOCUMENTS AND DELIVERABLES**

1. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are instruments of service for use solely with respect to this Project and shall remain CPH's property. CPH and its consultants shall be deemed the authors of their respective Instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Rights to use of the documents by CLIENT shall terminate in the event that CLIENT fails to pay invoices as outlined herein.
2. CLIENT, or any other receiving party, assumes all responsibility for the accuracy of digital documentation/information including CAD files provided by CPH. CLIENT releases CPH, its principals, directors, officers, employees, agents, consultants, and servants of any claims and/or liability related to said digital documentation/information or the accuracy of the digital documentation/information.

3. Drawings, specifications, reports, notes, data, calculations, and other documents, including those in electronic form, prepared by CPH and CPH's consultants are not intended to be suitable for reuse by the CLIENT or others on another project or any extension of this project, or for use by others on this project. Any re-use or distribution to third parties will be at the CLIENT's sole risk and without liability to the CPH or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. The CLIENT shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CPH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages what-so-ever arising out of or resulting from such re-use or distribution.
4. Subject to payment in full for services rendered, CPH grants to the CLIENT a nonexclusive license to reproduce CPH's Instruments of Service solely for purposes of constructing, using and maintaining the Project provided that the CLIENT shall comply with all obligations of this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the CLIENT shall refrain from making further reproductions of Instruments of Service and shall immediately return to CPH all originals, reproductions or digital copies in the CLIENT's possession or control.
5. The CLIENT accepts and acknowledges that any other party associated with this project that receives any associated documentation for the purpose of providing further documentation for the project assumes any and all liability for the accuracy of the provided documentation and releases CPH and its representatives of liability in that regard. All parties to this Agreement, their subsidiaries, parent companies, and affiliated parties further agree that CPH is not responsible for built conditions being reflected accurately in the documentation and that as participants in this project the other party(s) are responsible for the accuracy of their work.

## **TERMINATION AND SUSPENSION OF SERVICES**

1. The obligation to provide further services under this Agreement, may be terminated by either party upon fifteen (15) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. If the Agreement is terminated during prosecution of the services and prior to the completion of services, CLIENT shall pay CPH for all services performed under this Agreement to the date of termination. In addition, CPH will be paid for all reasonable expenses resulting from such termination.
2. Notwithstanding any provision in this Agreement to the contrary, CPH retains the right, upon five (5) days written notice, to stop work or withhold its instruments of service where payment has not been received from CLIENT to CPH within forty-five (45) days of invoice issuance.
3. If the CLIENT fails to make payments to CPH in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at CPH's option, cause for suspension of services under this Agreement. If CPH elects to suspend services, CPH shall give five (5) days written notice to the CLIENT before suspending services.
4. In the event of termination not the fault of CPH or suspension by CPH or CLIENT, CPH shall be compensated for services performed, reimbursables incurred, and financial obligations made prior to termination and/or suspension. CPH may terminate this Agreement upon giving ten (10) days written notice if the project is suspended for more than ninety (90) days if the cause of the suspension is not attributable to CPH.

5. Should CLIENT exercise their right to terminate, CLIENT acknowledges that CPH will not have the opportunity to supervise or oversee its design to completion. Therefore, CLIENT agrees to indemnify, protect, defend, and to hold CPH harmless from any fault, error or omission or cause of action caused by CLIENT's use of CPH's documents post-termination. Any warranties or representations provided by CPH prior to termination shall not survive termination. The CLIENT agrees to indemnify and hold harmless CPH from any claim or liability resulting from suspension of work.

**PURSUANT TO FLORIDA STATUTE 558.0035, DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY - AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

#### **ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC SERVICES**

##### **Site/Building Studies**

1. CLIENT acknowledges that if it retains CPH to study the site/building prior to design and construction, CPH's Site/Building Studies pursuant to this Agreement are general in nature and are performed before design is started or completed. CLIENT acknowledges the recommendation of CPH that CLIENT should not close on the subject property unless and until all applicable agency approvals are obtained and the permitting process is completed. If CLIENT elects to close on the subject property prior to that time, CLIENT accepts all risks and liability arising from closing prior to obtaining all applicable agency approvals and completion of the permitting process and releases CPH and CPH's officers, directors, and employees from all claims thereof.
2. In order to allocate the relative risks and benefits of the project between the parties, CLIENT agrees to limit the liability of CPH and CPH's officers, directors, and employees from any and all claims arising from CPH's or CPH's officers', directors', and employees' professional acts, negligence, errors, omissions, breach of this agreement, or indemnity relating to CPH's Site/Building Studies under this Agreement such that the total aggregate liability of CPH and CPH's officers, directors, and employees to CLIENT shall not exceed the fee for the Site/Building Study paid by CLIENT to CPH under this Agreement or \$10,000, whichever is greater.

##### **Underground Utility Location**

1. The locations of all existing utilities shown on the drawings prepared by CPH will be based on visual surveys of at-grade or above grade physical structures or markers such as valve boxes, hydrants, utility poles, permanent markers, and temporary utility locate markings provided by the utility. CPH assumes no responsibility for the accuracy of utilities shown by temporary markings provided by the utility or the locations of utilities based on other non-physical features (such as plans prepared by others, including mark-ups of locations provided by the utility). CPH does not identify the below grade vertical and horizontal locations of utilities, and consequently, CPH assumes no responsibility for the location of below grade utilities. The CLIENT agrees to release CPH from any liability to CLIENT for the failure to locate any existing utility where its physical location could not have reasonably been determined from visual field review of the conditions noted.

## **Value Engineering, Opinions of Cost & Recommendations**

1. As the term is used within this Agreement, value engineering is the detailed, systematic but subjective review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain value for every dollar spent. If CLIENT chooses to engage in value engineering, CLIENT shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be completed at a stage no later than 50% Design Development, or pay a mutually agreeable sum to CPH to perform the above review services at a stage no later than 50% Design Development. If value engineering occurs at a stage later than 50% Design Development, CLIENT acknowledges that schedule and cost impacts may occur. If CLIENT chooses to retain an independent VE, all recommendations of the VE shall be given to CPH for its review and adequate time will be provided for CPH to respond to these recommendations. CPH time spent to review the recommendations of the VE and to incorporate those accepted by both CLIENT and CPH shall be compensated as an Additional Service to this Agreement. Objections to any recommendations made by the VE shall be stated in writing, and CLIENT agrees that CPH shall not be responsible for any damage, cost or liability which arises in connection with or as a result of the incorporation of such design changes.
2. Since CPH has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor methods of determining prices, or over competitive bidding or market conditions, our opinions of probable project and construction cost, if provided, are made on the basis of our experience and represent our best judgement as an experienced and qualified professional familiar with the construction industry. CLIENT agrees CPH cannot be held responsible for any additional costs if proposals, bids, or actual project costs or construction costs vary from opinions of probable cost prepared by CPH.
3. CPH's recommendations as to various issues throughout this Agreement shall not give rise to any CPH liability. CPH's recommendations to CLIENT for approval, change, substitution, or modification to certain subject items are recommendations only and they do not relieve CLIENT from the final responsibility for such approval, change, substitution, or modification. Moreover, CPH shall not be responsible for CLIENT's approval, change, directive, or substitution made without the CPH's recommendation and CLIENT shall indemnify and hold CPH harmless from all liabilities, claims, damages, loss and expense including, without limitation, reasonable attorneys' fees and defense costs incurred as a result of any such approval, change, directive, or substitution by CLIENT. The foregoing indemnity shall survive the termination of this Agreement.

## **Construction Services**

1. CPH's site responsibilities are limited solely to the activities of CPH and CPH's employees on the site. These responsibilities shall not be inferred by any party to mean that CPH has responsibility for site safety for any reason. Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor. The Contractor's methods of work performance, oversight of the contractor's employees and subcontractors, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that: 1) these responsibilities will be made clear in CLIENT's agreement with the Contractor; 2) CLIENT's agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend, and hold CLIENT and CPH harmless up to a limit of \$1,000,000 or the limits of available contractor insurance, whichever is greater from any fine, penalty, claim, or liability for injury or loss arising from CLIENT'S or CPH's alleged failure to exercise site safety responsibility; and 3) CLIENT's agreement with the Contractor shall require the Contractor to make CLIENT and CPH additional insureds under the Contractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and CPH, and shall hold CLIENT and CPH harmless from claims, losses, and defense cost arising from the negligence of contractor or

- subcontractor on any tier up to the limits of described herein of (2). CLIENT also shall compensate CPH for any time spent and attorney fees and expenses incurred by CPH in defense of any such claim. Such compensation shall be based upon CPH's prevailing fee schedule and expense reimbursement policy. (The term "any claim" above referenced shall include, but not limited to, any claim for breach of contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of warranty, negligent misrepresentation, or other acts giving rise to liability.)
2. CLIENT shall provide CPH with a copy of CLIENT's construction contract with Contractor, shall coordinate the responsibilities of CPH with that of the Contractor, and shall provide prompt written notice to CPH of any communication between CLIENT and Contractor that may affect the work or performance of duties by CPH.
  3. When construction administration is provided as a part of the basic services as outlined in the Agreement, CPH shall not be required to make exhaustive or continuous on-site inspections or perform any destructive testing or remove existing work, but shall make periodic observations of readily-observable work as may be outlined in more detail in the basic Agreement. CPH shall not be responsible for the means, methods, techniques, procedures of construction, or schedules selected by the contractor or the safety precautions and programs incident to the work of the contractor. CPH will periodically visit the site at intervals outlined in the Agreement to become generally familiar with the progress of the readily-observable work to keep CLIENT advised of the progress. CPH will observe the work of the contractor to endeavor to determine if the work is in general conformance with the project documents. CPH shall not be responsible for the failure of the contractor to perform the construction work in accordance with the Documents. CPH shall provide CLIENT with written notice of any uncorrected defects or deficiencies coming to its attention in the course of its periodic visits. During such visits and on the basis of its on-site observations, CPH may recommend to CLIENT that the contractor's work be disapproved or rejected as failing to conform to the Documents. CPH shall not have the right or duty to stop the contractor's work.
  4. CLIENT may choose to disregard the advice of CPH or may otherwise choose to deviate during construction from the Construction Documents prepared by CPH. Therefore, CLIENT hereby indemnifies and holds harmless CPH, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance (or failure to perform) of any aspect of construction of the Project, where CLIENT has knowingly authorized or permitted a deviation from any document prepared by CPH which, over CPH's objection, has not been corrected or where CLIENT has elected not to follow any recommendation of CPH. In the event that CPH or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and costs incurred by the indemnified party in bringing this action. CLIENT's indemnity obligations under this Section shall survive the termination of this Agreement.
  5. Checking of shop drawings is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the Plans and Specifications. It is the contractor's responsibility and not that of the CPH, to confirm and correlate dimensions and proper interfaces at the job site; fabrication processes and techniques of construction; coordination of contractor's work with that of all other trades and the satisfactory performance of contractor's work.
  6. Approval of a contractor's application for payment is an expression of opinion by CPH and shall at no time be considered a legal or binding determination on the part of CPH, nor as an acceptance of any work or materials furnished. CPH's approval for payment is an expression of opinion by CPH that to the best of our knowledge, information and belief, the quality of the work included for payment is in general accordance with the Contract Documents (subject to an evaluation of the work as a functioning improvement upon substantial completion and to the results of any subsequent tests or inspection made).

By approving an application for payment, CPH will not be deemed to have represented that it has made any examination of how or for what purpose any contractor has used the money paid on any of the contractor's work or that title to any of the contractor's work, materials or equipment has passed to CLIENT, free and clear of any liens, claims, security interests or encumbrances.

7. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

### **LEED Certification**

1. In the event CLIENT decides to pursue LEED® Green Building Rating System certification, or other similar environmental certifications (collectively "Green Certifications"), CLIENT acknowledges that Green Certifications utilize certain design and usability recommendations on a project in order to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, CPH shall perform its services with that degree of skill and care ordinarily exercised by similarly situated members within its profession, involved in the design of similar projects in the same locale as the Project. CLIENT acknowledges and understands, however, that Green Certifications are subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of CPH, including but not limited to, CLIENT's use and operation of the completed Project. CPH will use reasonable care consistent with the foregoing standard in interpreting and designing in accordance with desired, specific Green Certification but does not warrant or represent that the Project will actually achieve such certification. CPH shall not be responsible for the Contractor's failure to adhere to the Contract Documents and any applicable laws, codes, and regulations incorporated therein, nor for any changes to the design made by CLIENT without the direct participation and written approval of CPH. Likewise, CPH shall not be responsible for any environmental or energy issues arising out of CLIENT's use and operation of the completed Project.

# Holland & Knight

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Holland & Knight LLP | [www.hklaw.com](http://www.hklaw.com)

Michael L. Wiener  
863 499 5362  
michael.wiener@hklaw.com

March 2, 2026

**VIA EMAIL: [dsmits@florida-law.com](mailto:dsmits@florida-law.com)**

City of Key Colony Beach, Florida  
c/o Vernis & Bowling of The Florida Keys, P.A.  
81990 Overseas Highway, 3rd Floor  
Islamorada, FL 33036

Attention: Dirk Smits

Re: Bond Counsel Representation

Dear Mr. Smits:

Thank you for retaining Holland & Knight LLP ("H&K") to represent the City of Key Colony Beach, Florida (the "City") as its bond counsel, including, in connection with the issuance of tax-exempt and/or taxable obligations (collectively, the "Obligations").

**Scope of Engagement.** H&K's engagement will involve serving as bond counsel to the City. Bond counsel's role generally is to document a loan transaction structured by the City and its financial advisor and to the extent required for a tax-exempt and/ or taxable loan, render an objective legal opinion with respect to the authorization and issuance of the loan. As bond counsel in connection with the Obligations, H&K will document a tax-exempt or taxable bond transaction structured by the City and its financial advisor and to render an objective legal opinion with respect to the authorization and issuance of the Obligations. H&K's engagement will not involve giving financial advice. H&K's engagement will begin on the date of this letter. The Firm looks forward to serving the City needs in this matter and to establishing a mutually satisfactory relationship. Thus, our services as bond counsel in connection with this transaction will include the following:

(1) Subject to the completion of proceedings to our satisfaction, with respect to a tax-exempt financing, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations, and the excludability of interest on the Obligations from gross income for federal income tax purposes, to the extent applicable.

(2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Obligations, including ordinances and resolutions, state of Florida

filings, federal tax filings of the Form 8038-G and coordinate the authorization and execution of such documents, and review enabling legislation.

(3) Examination of applicable law.

(4) Consultation with the parties prior to the issuance of the Obligations.

(5) Preparation and/or review of (i) the basic documents authorizing and providing for the issuance and payment of the Obligations, including the Bond Resolution, Loan or Financing Agreement (if applicable), and Guaranty (if applicable), and (ii) the forms of such closing documents, certificates and opinions of counsel as we deem necessary to render our opinion.

(6) Review of an offering document or documents related to summaries of the bond documents, if applicable.

(7) Review of certified proceedings and performance of such additional duties as are necessary to render our opinion.

Our Bond Opinion will be addressed to the City and the purchaser of the Obligations and will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Obligations. During this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

(a) Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission (unless we are separately engaged for such purposes).

(b) Preparing blue sky or investment surveys with respect to the Obligations.

(c) Making an investigation or expressing any view as to the creditworthiness of the City or the Obligations.

(e) Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations (unless we are separately engaged for such purposes).

(f) After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations) (unless we are separately engaged for such purposes).

(g) Providing financial advice or serving as a municipal advisor, financial advisor or swap advisor to the City. We recommend that you obtain the services of a municipal advisor or financial advisor in connection with the issuance of the Obligations.

If a particular issue of Obligations is to be validated, we would handle the validation proceedings, including any appeal, at a fee to be negotiated between us and the City at the time the validation is undertaken. Legal services for any interest rate swap, derivative transaction, investment contract (construction fund or reserve fund) would also be at a fee to be negotiated.

***Terms of Engagement.*** This letter and the attached Terms of Engagement constitute the entire understanding between the Firm and the City concerning the Firm's representation of the City with respect to the matter described above. If the City seeks the Firm's advice in any future matter and if the Firm agrees to undertake such representation the terms and conditions set forth in this letter and the attached Terms of Engagement will apply unless otherwise agreed to in writing the City.

***Fees.*** H&K's fees for this engagement shall be a mutually agreeable fixed fee, together with out-of-pocket expenses, to be determined in connection with each financing. The principal attorney that will be handling this matter will be Michael Wiener and associate support provided by Shanice Cameron and Brandi Wilson. Tax counsel will be provided by Ed Rojas.

Under the circumstances the Firm has determined to waive the requirement for an advance fee deposit in this matter.

As we have discussed, we will charge a fixed fee that we expect to be \$25,000 with a not to exceed amount, of \$30,000, assuming a customary bank terms, single issuance and a closing which occurs before June 30, 2026, plus out of pocket expenses.

***Client Relationship.*** The Firm's attorney-client relationship is with the City only and not with the City's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with the City's parent, subsidiaries, or other affiliates. Since the Firm represents the City only, the City agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than the City, including those that have a relationship with the City (e.g.,

representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

***Advance Waiver to Future Conflicts.*** H&K's agreement to represent the City is conditioned upon the City's understanding and informed consent that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of the City, even if the interests of such other clients in those other matters are directly adverse to the City interests. Please refer to this section in the attached Terms of Engagement for a further explanation regarding such advance waiver.

In furtherance of the foregoing, the City agrees that Holland & Knight LLP may undertake the concurrent representations of the City and First Horizon Bank (or affiliates thereof, including First Horizon TE1, LLC) (collectively, the "Lender") in any future financings with the Lender, including, the Lender's loan in connection with the issuance by the City of Obligations and that you are waiving any objection to the conflict with respect to such concurrent representations. In addition, by agreeing to waive any objection to the conflict, the City agrees that, in the event litigation develops between them related to the Lease, each client will retain separate and independent counsel outside Holland & Knight LLP to handle pre-litigation and litigation work, and Holland & Knight LLP will not represent any such party in such a situation. However, each party has agreed that Holland & Knight LLP may continue to provide services to the County on all other matters, including continued services as the County's bond counsel, notwithstanding such adversity.

In addition, by agreeing to waive any objection to the conflict, the County and the Lender agree that, in the event litigation develops between them related to the Lease, each client will retain separate and independent counsel outside Holland & Knight LLP to handle pre-litigation and litigation work, and Holland & Knight LLP will not represent any such party in such a situation. However, each party has agreed that Holland & Knight LLP may continue to provide services to the County on all other matters, including continued services as the County's bond counsel, notwithstanding such adversity.

***Considerations Relating to the Decision to Waive.*** The City should not sign this waiver if it has any unanswered or unaddressed reservations or concerns. H&K also recommends that the City discuss this waiver with an attorney of its choice.

***Agreement to Arbitrate and Waive Jury Trial.*** Any dispute, controversy or claim arising out of or relating to this letter, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. By agreeing to submit such dispute, controversy or claim to binding arbitration, the City is waiving

rights to a jury trial and limiting rights to appellate relief. The standards of evidence, procedures, and damages in an arbitration proceeding may differ from a trial. The Firm recommends that the City consult with another attorney of its choice with respect to whether to agree to arbitrate as provided in this provision. By signing this letter, the City is acknowledging consultation with an attorney or an informed decision not to consult with an attorney despite the recommendation to do so. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Please refer to this section in the attached Terms of Engagement for further explanation.

If the terms described above and in the attached Terms of Engagement are satisfactory, please indicate by signing and returning the enclosed copy of this letter which shall confirm our engagement agreement, together with the advanced fee deposit if applicable.

The Firm looks forward to working with the City and H&K appreciates the City's decision to engage H&K for this matter.

Sincerely yours,

HOLLAND & KNIGHT LLP



Michael Wiener

Attachment

Approved this \_\_\_\_ day of March, 2026.

CITY OF KEY COLONY BEACH, FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(print or type)

# **HOLLAND & KNIGHT LLP**

## **TERMS OF ENGAGEMENT**

Holland & Knight LLP appreciates Client's decision to retain Holland & Knight LLP ("H&K" or "the Firm") as Client's legal counsel. Unless modified in writing, these terms are an integral part of Client's engagement of H&K. Experience has shown that an understanding of these matters will contribute to a better relationship between H&K and Client, and that in turn makes H&K's efforts more productive.

H&K's engagement and the services that H&K will provide to Client are limited to the matter identified in the accompanying letter or in any scope letter subsequently sent by H&K to Client. Any changes in the scope of H&K's representation as described in the letter or in any scope letter must be approved in writing by H&K. We will provide services of a strictly legal nature related to the matters described in that letter. Client will provide H&K with the factual information and materials H&K requires to perform the services identified in the letter, and Client will make such business or technical decisions and determinations as are appropriate. Client will not rely on H&K for business, investment, or accounting decisions, or expect H&K to investigate the character or credit of persons or entities with whom Client may be dealing, unless otherwise expressly specified in the letter.

H&K cannot guarantee the outcome of any matter. During the course of the engagement H&K may express opinions or beliefs concerning Client's matter, alternative courses of action, the outcome of the matter, or the existence of events or circumstances that may affect anticipated results or impact the ultimate resolution of the Client's matter. Although H&K shall endeavor to provide diligent and conscientious services to the Client, all representations and expressions relative to the matter do not constitute guarantees due to the uncertainty of all legal matters. Any expression of H&K's professional judgment regarding Client's matter or the potential outcome is, of course, limited by H&K's knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond H&K's control. The payment of our fees and expenses is not contingent or dependent upon a particular result.

### ***Confidentiality and Related Matters***

The Firm is subject to, and complies with, the rules of professional conduct that impose upon lawyers and their employees a duty to preserve and protect confidential information. Likewise, to the extent that the Firm's internal business processes, personnel information, information technology and data security processes, or any other information about the administrative operations of the Firm ("Firm Confidential Information"), are shared with Client in connection with a representation or proposed representation, Firm Confidential Information will be maintained in confidence by Client, and will not be disclosed to any third party except to the Client's directors, officers, managers, employees, advisors, accountants, attorneys or agents ("Representatives") who need to know such information for purposes of the Firm's representation of Client (such Representatives having been informed of, and agreeing to comply with, these requirements and the confidential nature of the Firm Confidential Information) and (ii) will be protected with the same degree of care as Client normally uses in the protection of Client's own confidential and proprietary information, but in no case with any less degree than reasonable care. To the extent Client receives or has access to personal information about Firm personnel, Client will comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct").

The Firm attempts to achieve efficiencies and savings for its clients by managing the Firm's administrative operations (e.g., file storage, document duplication, word processing, accounting/billing) in an efficient manner, including outsourcing certain functions to third parties. Outsourcing in this manner may require the Firm to allow access by third parties to Client's confidential information, and in some cases, these third parties may be located outside the United States. Each third party with access to Client's confidential information is vetted as part of an Information Technology Standardized Information Gathering (SIG) process, as well as a Privacy Risk Assessment where appropriate. The Firm will follow applicable law and regulations with regard to such outsourcing and protection of confidential information.

Unless H&K has otherwise specifically agreed with Client, Client agrees that H&K may disclose that it represents Client, including in materials which the Firm uses to describe its practices to others.

In the event H&K is required to respond to a subpoena or other formal request from a third party or a governmental agency for H&K's records or other information relating to services H&K has performed for Client,

or to testify by deposition or otherwise concerning such services, H&K will first consult with Client as to whether Client wishes to supply the information demanded or assert Client's attorney-client privilege to the extent Client may properly do so. It is understood that Client will reimburse H&K for H&K's time and expense incurred in responding to any such demand, including, but not limited to, time and expense incurred in document and data searches, photocopying costs, data storage costs, reviewing data and documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

### ***Affiliated Firms***

Because certain of the work for which H&K is engaged by Client may involve matters governed by, or otherwise related to, the laws of non-US jurisdictions, H&K may engage Holland & Knight Colombia SAS, Holland & Knight Mexico SC, and Holland & Knight (UK) LLP ("Affiliate Firm(s)") to the extent necessary or appropriate to obtain the services of attorneys, paralegals and other attorney support personnel in such jurisdictions to provide the relevant portion of the services, and Client hereby agrees to H&K's engagement of H&K's Affiliate Firm(s) in such circumstances. The services of the Affiliate Firm(s) shall be billed to Client in accordance with the provisions of, and together with the services provided by H&K under, the accompanying letter and these Terms of Engagement.

Client acknowledges and agrees that H&K may disclose Client's identity to H&K's Affiliated Firms for the purpose of undertaking a conflict of interest check. Client agrees that information and data relating to Client or on any matter handled by H&K for Client, including confidential information, may be disclosed by H&K to H&K's Affiliated Firms in the course of providing services to Client. Client also agrees that provision of services from one or more of H&K's Affiliated Firms does not grant Client third party rights in respect of such Affiliated Firms.

### ***Client Affiliates***

The Firm's attorney-client relationship is with Client only and not with Client's individual executives, shareholders, directors, members, managers, partners, or persons in similar positions, or with Client's parent, subsidiaries, or other affiliates. Since the Firm represents Client only, Client agrees that there is no conflict of interest should the Firm represent persons or entities with respect to interests that are adverse to individual persons or entities other than Client, including those that have a relationship with Client (e.g., representation of the entity in this matter will not give rise to any conflict of interest in the event the Firm represents other clients that are adverse to the parent, subsidiaries or other affiliates of the entity).

### ***Advance Waiver of Conflicts of Interest***

H&K is a large, full-service law firm, and it may be (and often is) asked to represent a client with respect to interests that are adverse to those of another client that is represented by the Firm in connection with another matter. Accordingly, Client understands and agrees that the Firm has the right to represent or to undertake to represent existing or new clients in any future matter, including litigation, that is not substantially related to any former or current representation of Client, even if the interests of such other clients in those other matters are directly adverse to Client's interests.

H&K agrees that Client's prospective consent to conflicting representation will not apply in any instance in which, as a result of the Firm's representation of Client, H&K has obtained sensitive, proprietary, or otherwise confidential information that could be used to the Client's material disadvantage by the other potential client whose interests are adverse to Client's interests, unless the Firm can demonstrate to Client's reasonable satisfaction that any confidential information the Firm has obtained from Client will be sequestered from the lawyers working for that other potential client.

Outside of these limitations, the Firm is and will remain free to represent other clients adverse to Client. In other words, the Firm may represent other clients in negotiations, business transactions, litigation, alternative dispute resolution, administrative proceedings, discovery disputes, or other legal matters even if those matters are adverse to Client, except with respect to matters that are the same or substantially related to H&K's former or current representation of Client.

Although Client may revoke this waiver as to future matters at any time, such revocation will not affect any matters undertaken by the Firm prior to receipt of notice of the revocation. In addition, and to the extent permitted by the applicable rules of professional conduct, Client must consent to the Firm's withdrawal from Client's matters if withdrawal is necessary for the Firm to continue representing other clients. If the Firm does withdraw from a matter, however, it will assist Client in transferring the matter to other counsel of Client's choice in accordance with applicable rules of professional conduct.

Client agrees Client will not assert the Firm's engagement in this matter as a basis for disqualifying the Firm from representing any other client in a different matter or as a basis to assert any claim of breach of duty, except the Firm agrees this waiver shall not include matters or disputes arising against Client that are the same or substantially related to the engagement in this matter or in a former representation.

### ***Joint Representation Waiver of Conflicts of Interest***

When the Firm represents more than one client in a matter, including affiliates, the Firm will disclose to all clients all relevant information received from any of the clients relating to the matter at issue. Therefore, if the Firm is representing multiple clients in a matter, each client, upon execution of the accompanying letter or other acknowledgement of consent, has waived the attorney-client privilege to the extent, but only to the extent, that the privilege might otherwise require the Firm to preserve in confidence information disclosed to it by one client from another client, either in the course of a representation or in connection with any subsequent legal proceeding brought by one client against another of the clients. Should material differences develop between multiple clients that cannot be amicably resolved by the joint clients, or that the Firm concludes cannot be resolved on terms compatible with the best interests of all clients, then the Firm, unless otherwise agreed to by the joint clients, shall at that time withdraw from the representation of all clients. If the Firm does withdraw, however, it will assist each of the clients in transferring the matter to other counsel of the clients' choice.

### ***Electronic Communications and Information Storage***

Unless instructed otherwise in writing, H&K will correspond with Client and third parties by e-mail or other electronic means. H&K will take reasonable precautions to prevent unauthorized access by third parties outside the Firm to Client's electronic information. H&K cannot, however, guarantee that information will be free from unauthorized access by third parties or that transmissions will be delivered or received in a timely manner or at all, reliably, securely, error free, virus free or free from interception. Client accepts these risks and hazards and agrees that H&K will have no liability for any loss or damage caused by the use of electronic communications and information storage. If Client has a requirement for a greater level of security, please discuss this with H&K.

Client consents to H&K's intercepting and monitoring communications between Client and individuals within the Firm, in order to ensure compliance with H&K's internal rules or with applicable legal requirements and to investigate matters brought to H&K's attention.

H&K stores information in electronic form which may be held in the Cloud, including in platforms owned by trusted third party suppliers such as Microsoft Azure and Amazon Web Services. H&K takes all appropriate technical and organisational measures to protect information supplied by Client.

### ***Use of External Platforms***

From time to time, Client and H&K may agree to the use of web-based e-signature platforms for the signing of documents (such as DocuSign and Adobe Sign). Client may also request H&K use certain third-party applications ("Apps") that are outside of H&K's control (such as Client's Microsoft Teams system or WhatsApp) for H&K's communications. Please note that these platforms and Apps are provided by third parties and H&K makes no express or implied representations or warranties about them, including without limitation:

- the security, confidentiality, accuracy, reliability, timeliness or completeness of information communicated via them; and
- any harm or damage that may be caused to Client's computer systems through their use.

When using these platforms and Apps, Client agrees to take responsibility for implementing security and virus checks to protect Client's computer systems and satisfy Client of the integrity and security of information passing through these platforms and Apps. Client acknowledges that H&K is not responsible for any confidentiality breaches in relation to information transmitted and processed through and by the platforms and Apps which arise from inherent security risks associated with them, except where such confidentiality breaches result from H&K's fault.

Client warrants that Client has the necessary licenses and has entered into agreements with the providers of the Apps to allow Client to use the Apps in the way proposed and to grant H&K access.

Client agrees that H&K will be granted sufficient access rights within the Apps to allow download of content, including any available audit trails of amendments made via the Apps.

Client agrees that any records that are saved and stored by H&K regarding any advice provided to Client via the Apps (by downloading, screenshots, or otherwise) will be accepted by both parties as an accurate record of the advice provided by H&K to Client.

H&K will make every effort to use the Apps for communications between H&K, but there may be circumstances in which H&K will need or prefer to communicate with Client using H&K's email systems. Such circumstances include:

- in cases of urgency or particular importance;
- where Client has instructed H&K to act on Client's behalf in the course of any proceedings that have been issued against Client;
- where the advice to be provided by H&K is of a particularly sensitive nature;
- where relevant members of H&K's team do not have access to the Apps and otherwise need to be involved or copied to correspondence;
- when a team member is responding or communicating with Client while traveling where access to the Apps may be limited; and
- where for technical reasons a document cannot be uploaded or shared via the Apps.

To ensure H&K provides Client with the best quality service and acts in accordance with H&K's regulatory obligations, Client and H&K agree to use the Apps in the most efficient and effective way, including by:

- where available, liberal use of the "@" function on communications Apps, to ensure relevant team members (including the lead partner) is alerted to Client's communication;
- use of separate channels and/or threads on communications Apps to provide clear channels of communication in relation to each relevant instruction;
- letting each other know when new members are added to the channel, so H&K and Client are aware who is part of the conversation; and
- view and edit access to documents is kept to the minimum number of individuals who need such access, to help the parties maintain document and version control.

### ***Artificial Intelligence***

In providing the legal services defined in this engagement, the Firm may use technological resources which have been licensed to or developed by the Firm. These resources, including artificial intelligence tools, ensure the confidentiality of any and all information received for the purpose of rendering legal services by the Firm. Client understands and accepts that these resources and tools will be used diligently by the Firm for the benefit of Client and as may be deemed necessary.

### ***Fees and Costs***

Clients frequently ask H&K to estimate the fees and other charges they are likely to incur in connection with a particular matter. H&K is pleased to respond to such requests whenever possible with an estimate based on H&K's professional judgment. Such an estimate is subject to the understanding that, unless H&K and Client agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost can vary from the estimated amount.

Hourly rates are subject to an annual adjustment by H&K unless an agreement stating otherwise is entered.

All costs and disbursements incurred by the Firm on behalf of Client are the responsibility of Client. In addition to legal fees, H&K's invoices will include expenses that H&K has advanced on Client's behalf and internal charges (which may exceed direct costs and allocated overhead expenses) for certain support activities. Alternatively, the Firm may charge for such internal charges as a percentage of the fees charged. Advanced expenses generally will include, but are not limited to, such items as travel, court reporting, witness fees, postage and overnight courier charges, filing, recording, certification, and registration fees charged by governmental bodies. H&K's internal charges typically include, but are not limited to, such items as access to research databases and charges for data storage and photocopying materials sent to Client or third parties or required for H&K's use. A cost retainer may be requested at the onset of the engagement and periodically throughout to reimburse funds due to vendors or to the Firm directly. Where applicable, arrangements may be made for the vendor to invoice Client directly for services.

### ***Independent Contractors***

The Firm may engage resources who are not employed by the Firm, i.e., independent contractors. For these independent contractors, H&K will charge rates based upon those charged of Firm lawyers or paralegals with similar qualifications and experience. Client agrees that H&K may report and bill work performed by independent contractors in the same manner as Firm-employed timekeepers, and Client acknowledges that the amount H&K charges Client for this work is not the amount that will be paid to the independent contractor.

During the course of H&K's representation, it may be appropriate to hire third parties to provide services on Client's behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, and court reporters. Client agrees to pay the costs of all such services directly to the third party or to reimburse H&K if H&K advances such costs.

### ***Billings***

H&K generally bills periodically throughout the engagement for a particular matter, and H&K's invoices are due upon receipt. In instances in which H&K represents more than one client with respect to a matter, unless otherwise agreed in writing, each client that H&K represents is jointly and severally liable for H&K's fees and expenses with respect to the representation.

Unless otherwise agreed in H&K's engagement letter or otherwise in writing, H&K's invoices are due upon receipt, and if any invoice is unpaid for ninety (90) days, H&K reserves the right to withdraw as Client's counsel and terminate H&K's representation, subject to applicable ethical rules. If an invoice remains unpaid for more than 30 days, the Firm may impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the invoice until it is paid in full. Interest charges apply to specific monthly invoices on an individual invoice basis. Any payments made by the Client are applied first to the oldest outstanding invoice, with any payment overage applied to all other unpaid invoices.

H&K invites Client to discuss freely with H&K any questions that Client has concerning a fee charged for any matter. H&K wants H&K's clients to be satisfied with both the quality of H&K's services and the reasonableness of the fees that H&K charges for those services. H&K will attempt to provide as much billing information as Client requires and in such customary form that Client desires, and is willing to discuss with Client any of the various billing formats H&K has available that best suits Client's needs.

Where required, Client's invoice may include applicable international taxes such as VAT, GST, country-based business tax and consumption tax, etc., which need to be remitted to H&K along with the fees and costs.

All payments of H&K's invoices must be made free and clear of, and without any deduction or withholding for or on account of, any tax or charge unless Client is legally obliged to make such a deduction or withholding. If that is the case and provided legally permissible, the sum payable (in respect of which such deduction or withholding tax is required to be made) shall be increased to the extent necessary to ensure that H&K receives a sum net of any deduction or withholding tax or charge equal to the sum payable on H&K's invoice and as if no such deduction or withholding has been made or required to be made from H&K's invoice.

### ***E-Billing Policies and Procedures***

The Firm works with several ebilling vendors (the "Approved Vendors") which have demonstrated proficiency in the electronic management of billing and collection matters. If Client currently uses or is contemplating using an

e-billing vendor, please contact H&K's e-billing team at [BillingTeamE@hklaw.com](mailto:BillingTeamE@hklaw.com) to discuss whether Client's existing vendor meets the Firm's requirements for Approved Vendors.

The Firm expects all Approved Vendors to comply with the following policies and procedures, and H&K looks to Client to provide these policies and procedures to Client's e-billing vendor:

1. Vendor site must be a supported vendor within the system for management of e-billing matters used by the Firm.
2. The vendor site should allow access to the site not only by responsible attorneys, but also e-billing staff and other Firm personnel authorized to participate in the e-billing process.
3. Client's vendors must comply with the Firm's Third Party Code of Conduct, found at <https://www.hklaw.com/en/firm/legal> (under bullet entitled "Read Holland & Knight's Third Party Code of Conduct"), which applies to third parties that handle personal information of Firm personnel.
4. In any circumstance where the Firm is e-billing an insurance company for work performed on Client's behalf, the Firm's e-billing policies shall apply to any vendor utilized by such insurance company.

Further, if the Firm is providing a discount on its fees, any vendor charges which are imposed on the Firm will be included in the total amount subject to the discount. Moreover, no e-billing issues regarding rejected charges, delayed approvals, unreasonable delays in payment, failure of the vendor or Client to keep the Firm informed of approval and payment progress, failure of the vendor or Client to keep the Firm informed of corrective actions needed to assist with payment, or other invoicing issues, modify the Firm requirement for prompt payment of fees and expenses in accordance with the terms of this engagement letter.

#### ***Client Files***

In the course of Client's representation, H&K will maintain a file, either in paper or electronic form containing correspondence with Client, pleadings, agreements, deposition transcripts, exhibits, physical evidence, expert reports, and other items H&K considers reasonably necessary to Client's representation ("Client File"). H&K may also retain for H&K's own use documents containing H&K's attorney work product, mental impressions or notes, and drafts of documents ("Work Product"). The Client File will not include the Work Product and H&K's internal communications, including emails and other materials not communicated to Client, which H&K does not consider necessary to Client's representation. Client is entitled upon written request to take possession of the Client File, subject to H&K's right to make copies of any files delivered to Client. Client agrees that the Work Product shall be and remain H&K's property. H&K may destroy the Client File ten (10) years after a matter is closed, or in line with the Firm's document retention policy or applicable regulatory, statutory or legal requirement.

#### ***Termination***

The representation is terminable at will by either H&K or Client. The termination of the representation will not terminate Client's obligation to pay fees and expenses incurred prior to the termination and for any services rendered or disbursements required to implement the transition of the matter or the Client File to new counsel.

Unless otherwise agreed, the attorney-client relationship between H&K and Client will be considered terminated upon H&K's completion of the specific services for which H&K has been retained. At H&K's election, H&K may consider the attorney-client relationship terminated six (6) months after the last date H&K furnishes any billable services to the Client and there is no ongoing or imminent matter being handled by H&K for the Client at the time of such termination.

H&K may inform the former Client from time to time of developments in the law which may be of interest, but such communication should not be understood as a revival of an attorney-client relationship. Moreover, H&K has no obligation to inform the former Client of such developments in the law unless H&K is engaged in writing to do so.

H&K also may (but is not obligated to) respond to an audit letter request after termination of the attorney-client relationship between H&K and Client, but such communication should not be understood as a revival of an attorney-client relationship.

In the event H&K's representation of Client is terminated and Client has not paid for all services rendered and/or other charges accrued on Client's behalf to the date of H&K's withdrawal, H&K may, to the extent permitted by law, assert a charging lien against any funds recovered by Client related to the terminated matter, and a retaining lien against any property, documents or files remaining in H&K's possession until such charges are paid.

#### ***Agreement to Arbitrate and Waive Jury Trial***

Any dispute, controversy or claim arising out of or related to H&K's representation or subsequent scope letter or other writing, including any claims against the Firm, its affiliates, or any of its personnel for legal malpractice, breach of contract, breach of fiduciary duty, and/or other claims relating to the provision of professional services, will be settled by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "Rules"). If the amount in controversy does not exceed five million dollars (\$5,000,000), the arbitration will be conducted by a single neutral arbitrator from the JAMS panel of neutrals. If the parties encounter difficulty in agreeing on this arbitrator, they will seek the assistance of JAMS in the selection process. If the amount in controversy exceeds five million dollars (\$5,000,000), the arbitration will be conducted by an arbitration panel consisting of three neutral arbitrators from the JAMS panel of neutrals, with one arbitrator selected by one side of the dispute, with one arbitrator selected by the other side of the dispute, and a third arbitrator selected by the two other arbitrators. By agreeing to submit such dispute, controversy or claim to binding arbitration, Client is waiving Client's right to a jury trial, agreeing to have the matter decided by one or more individuals who are not sitting judges and who will be paid by the parties according to the Rules, and Client is significantly limiting both Client's right and need to respond to requests for appellate relief. The standards of evidence, procedures (including, for example, the scope and extent of discovery) and damages in an arbitration will also differ to at least some degree from a trial. Any judgment on the arbitration award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The arbitration proceeding shall be held in the jurisdiction where the primary work was performed. Client and the Firm shall maintain the confidential nature of the arbitration proceeding and the Award (as defined in the Rules), including the Hearing (as defined in the Rules), except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an Award (as defined in the Rules) or its enforcement, or unless otherwise required by law or judicial decision. By signing this agreement, Client also agrees that no provision of this agreement should be interpreted or construed as waiving or agreeing to vary the effect of any right or requirement which is expressly prohibited from being waived or varied under applicable law or the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, as applicable. Furthermore, wherever possible, each provision of this agreement shall be interpreted and construed in such manner as to be effective and valid under applicable law. If, however, any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement, which shall remain in full force and effect. The Firm recommends that Client consult with another attorney of Client's choice with respect to whether Client should agree to arbitrate all disputes as provided in this provision.

#### **California**

Notwithstanding this overall agreement to arbitrate, fee disputes may first be submitted to the California State Bar's program for arbitration of fee disputes pursuant to Business and Professions Code section 6200 *et seq.* or any successor statute. If a fee dispute arises, the Firm will provide Client with information about the State Bar program. If the Bar panel declines to hear a fee dispute, or if either party rejects the Bar panel's decision on any fee dispute, then instead of the right to trial mentioned in the statute, Client acknowledges and agrees that the fee dispute and any other dispute between H&K and Client will be resolved exclusively by confidential private arbitration, as set forth above. Both Client and the Firm further understand and waive to the fullest legal extent any applicability of the holding in *Alternative Systems, Inc. v. Carey*, 67 Cal. App.4th 1034 (1998), to the effect that an attorney and a client cannot agree to arbitrate fee disputes until a dispute has arisen. If the holding in *Alternative Systems* is applied by a court of competent jurisdiction, or by an arbitrator of competent jurisdiction, to any fee dispute under this agreement, Client and the Firm agree that the remainder of this arbitration agreement will remain in effect and must be enforced with respect to all other disputes or claims.

#### **Connecticut**

Any dispute over the Firm's fees and costs, or any request for a refund, shall be resolved by binding arbitration through the Lawyer-Client Fee Dispute Resolution Program of the Connecticut Bar Association ("CBA Program"); information about that program may be found at [www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program](http://www.ctbar.org/public/lawyer-client-fee-dispute-resolution-program). Under the CBA Program, its

administrators appoint a neutral arbitrator to hear from each side and issue a decision resolving the dispute. There is no cost to use the CBA Program at this time.

Should the CBA decline to accept the fee dispute or be unable for any reason to appoint an arbitrator within six (6) months of being requested by either party, then the fee dispute will be resolved by binding arbitration pursuant to Connecticut General Statutes Sections 52-407aa through 52-407ddd before a single arbitrator agreed upon by the parties, or, absent such an agreement, as appointed by a judge of a Connecticut Superior Court pursuant to 52-407kk. An arbitrator selected pursuant to the statute will charge for their time which they may allocate to one party or the other.

There are advantages and disadvantages to arbitration. Arbitrations usually are quicker and less expensive than court proceedings, but they do not include the right to a trial by jury or court; an arbitrator may impose restrictions on what, if any, pre-hearing requests for discovery will be allowed; and the grounds by which the arbitrator's decision may be challenged are limited. Please note however that any claim by Client beyond a fee dispute asking for damages against H&K is not subject to this provision. In the event Client asserts such a claim, it must be resolved by a Connecticut court. Only if the Firm's engagement is for a commercial matter, Client and any guarantor acknowledge the Firm shall be entitled to recover its reasonable attorney fees and expenses to collect sums due it in any court proceeding or arbitration.

#### Florida

**NOTICE: This agreement contains provisions requiring arbitration of fee disputes. Before Client signs this agreement Client should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, Client gives up (waives) Client's right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.**

#### New York

If a dispute develops about H&K's fees, Client may be entitled under Part 137 of the Rules of the Chief Administrator of the New York Courts to arbitration of that dispute if it involves more than \$1,000 and less than \$50,000.

#### North Carolina

Notwithstanding this overall agreement to arbitrate, the Firm will, in the event of a fee dispute, make reasonable efforts to inform Client of Client's right to make use of the North Carolina State Bar program of fee dispute resolution at least 30 days prior to initiating proceedings to collect a disputed fee and will, at Client's request, participate in that program in good faith.

#### ***Internal Law Firm Privilege***

The Firm represents many clients and handles a great number of complex matters. As a result thereof, from time to time issues may arise that raise questions governed by attorneys' professional conduct rules, including possible disputes with a client and conflicts of interest issues. When such issues arise, H&K generally seeks the advice of an H&K professional responsibility partner or H&K's General Counsel. H&K considers such consultations to be protected from disclosure under the attorney-client privilege. While some courts have limited this privilege under certain circumstances, H&K believes that it is in the interests of both H&K's clients and the Firm that H&K receives expert analysis of H&K's obligations. Accordingly, as part of this agreement concerning H&K's representation of Client, Client agrees that if the Firm determines, in its own discretion, it is either necessary or appropriate to consult with its counsel (either the Firm's professional responsibility partners or General Counsel, their designees or, if it chooses, outside counsel), the Firm has Client's consent to do so and Client further agrees that the Firm's on-going representation of Client shall not result in a waiver of any attorney-client privilege that the Firm may have to protect the confidentiality of the Firm's communications with such counsel.

***Data Privacy and Protection***

In the course of H&K's representation, H&K may receive from Client or on Client's behalf, certain confidential information about individual persons that is protected under applicable law and regulations. Please review the Firm's Privacy Notice, which can be found at <https://www.hklaw.com/en/firm/legal/privacy>.

***Transferring Data Outside Country of Origin***

H&K's Affiliated Firms have offices in the United States, the United Kingdom, Mexico, Colombia and Algeria. H&K's personnel may access Client's data in any country in which H&K operates. To deliver services to Client, it is sometimes necessary for H&K to transfer and store data outside its country of origin as follows: (1) with H&K's Affiliated Firms; (2) with H&K's service providers located outside the data's country of origin; (3) if Client is based outside the data's country of origin; or (4) where there is an international aspect to the matter representation. Additionally, unless otherwise mutually agreed to between H&K and Client, all data transferred to the Firm will be received, stored and accessed on the Firm's servers in the United States.

***Texas Disclosure***

H&K is required by law to advise Client that the State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel of the State Bar of Texas will provide Client with information about how to file a complaint. For more information, Client may call 1-800-932-1900. It is a toll-free call.

\* \* \* \* \*

Client's agreement to this engagement constitutes Client's acceptance of the foregoing terms and conditions. If any of them is unacceptable to Client, please advise H&K now so that the Firm can resolve any differences and proceed with a clear, complete, and consistent understanding of our relationship.

**CITY OF KEY COLONY BEACH, FLORIDA  
2026 TAX-EXEMPT LOAN FINANCING  
REQUEST FOR PROPOSALS 2026-01  
DATED MARCH 20, 2026**

The City of Key Colony Beach, Florida (the "City") is distributing this request for proposals ("RFP") to identify the institution that can provide the City with a tax-exempt, bank qualified fixed rate loan (the "Loan") at the lowest overall borrowing cost and terms most favorable to the City, pursuant to certain conditions as determined by the City, in a principal amount of not to exceed **\$3,000,000**. The Loan will be a directly placed loan to be held by the selected provider.

The purpose of the Loan is to i) reimburse and finance expenditures made for improvements to City Hall, as a part of the City of Key Colony Beach Public Safety Facility Hardening Project (FDEP - No. 22FRP63); and ii) pay costs of issuance.

A tentative calendar for the LOAN is as follows:

Friday, March 20, 2026 RFP circulated

Thursday, April 2, 2026 Questions related to RFP Due at 2:00 p.m. ET

Thursday, April 9, 2026 **Proposals due at 2:00 p.m. ET**

Monday, April 13, 2026 City Review Committee reviews responses and recommends lender

Thursday, April 16, 2026 City Commission Approval

Saturday, May 16, 2026 Closing

**The City may, at its sole discretion, determine that none of the responses meet its goals and objectives and may elect to terminate or extend the evaluation process.**

**SUBMISSION REQUIREMENTS**

One (1) original, four (4) copies, so designated, and one (1) digital (USB only) copy of the response shall be submitted in a sealed package clearly marked on the outside: "REQUEST FOR PROPOSALS: 2026-01 TAX-EXEMPT LOAN FINANCING" and addressed to: City of Key Colony Beach, Florida, City Clerk's Office, 600 W. Ocean Drive, City of Key Colony Beach, FL 333051.

All responses will be publicly opened and only the names of the Respondents will be disclosed. Responses received after the assigned date and time will NOT be considered.

Prospective respondents should contact the City Clerk's Office to obtain either an electronic or paper version of the bid documents by calling 305-289-1212 (ext. 2), or e-mail: [cityclerk@keycolonybeach.net](mailto:cityclerk@keycolonybeach.net) Any questions relating to the RFP 2026-01 must be submitted to Commissioner Tom Harding at [tom.harding@keycolonybeach.net](mailto:tom.harding@keycolonybeach.net) in writing no later than April 2, 2026 at 2:00 p.m ET.

The following describes the City's requirements in establishing the Loan:

1. **Amounts:** The City is requesting a fixed rate Loan for an amount not to exceed \$3,000,000.00.
2. **Structure:** The City is requesting three scenarios consisting of 10-year, 15-year, and 20-year amortizations structured for level annual debt service, with a fixed rate of interest.

The City is amenable to various payment schedules (monthly, quarterly, semiannually, annually). Interest shall be calculated using a fixed rate and, preferably, using a 360-day year consisting

of twelve 30-day months. Note that the final loan amount and/or amortization is subject to change as required to achieve level annual payments using the actual interest rate achieved.

3. Prepayment Provisions: The City will consider a Loan that is either prepayable, in whole or in part, or a Loan which does not allow for prepayment.
4. No Reserve: The City will not fund a debt service reserve to secure the Loan.
5. CUSIP: No CUSIP Numbers or ratings will be obtained with respect to the Loan.
6. Security: The City will covenant and agree, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues of the City in an amount which is equal to the debt service with respect to the Note for the applicable Fiscal Year. Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues in amounts sufficient to make all required payments hereunder and under the Note as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid to the Lender; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's Non-Ad Valorem Revenues or other revenues, nor shall it preclude the City from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations, nor shall it give the holder or owner of the Note a prior claim on the Non-Ad Valorem Revenues. The City is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of the City to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues. Notwithstanding the foregoing or anything herein to the contrary, the City has not covenanted to maintain any service or program now provided or maintained by the City which generates Non-Ad Valorem Revenues. Amounts shall only be required to be budgeted hereunder to the extent that any amounts are owed hereunder or under the Note. For purposes of this RFP and the financing documents, the term "Non-Ad Valorem Revenues" means all revenues of the City derived from any source whatsoever other than ad valorem taxation on real and personal property, including, without limitation, investment income, which are legally available for the payment by the City of debt service on the Note or Other Debt, including, without limitation, legally available non-ad valorem revenues derived from sources subject to a prior pledge thereof for the payment of other obligations of the City and available after payment of principal and interest on such other obligations, but excluding revenues derived from the revenues of an enterprise fund of the City, except to the extent that revenues derived from such sources have been deposited into the City's Governmental Funds, including, without limitation, the General Fund and such other funds and accounts that are non-enterprise funds and accounts. "Governmental Funds" and "General Fund" shall be as specified in the City's Annual Audit.
7. Tax-Exemption: The City will enter into such covenants as shall be necessary, in the opinion of Bond Counsel, to assure compliance by the City with the Internal Revenue Code of 1986, as amended (the "Code"), and to qualify interest on the Loan for exclusion from gross income for federal income tax purposes as set forth in the opinion of Bond Counsel hereinafter mentioned. The City requests offers without capital adequacy or other interest rate adjustment language with respect to changes to tax law. The only interest rate adjustment provision the City will consider is one imposed as the result of a final, non-appealable ruling of the IRS or a court of competent jurisdiction declaring interest on the Loan to be includable in gross income of the

holder thereof for federal income tax purposes and which results solely from the action or inaction of the City.

The Note will be designated by the City as a "qualified tax exempt obligation" within the meaning of Section 265(b)(3)(C) of the Code.

8. Loan documents: Loan documents, including the form of Loan agreement embodying the terms hereof and of the accepted proposal, shall be prepared by Bond Counsel Holland & Knight LLP for the City. Every effort shall be made to provide the Lender and its Counsel with drafts of the loan and closing documents for review and comment at least one week prior to closing.
10. Closing Documents: As a condition of closing the City shall deliver to the Lender the following:
  - A. An Opinion of Bond Counsel and counsel to the City, as appropriate, substantially to the effect that: 1) the City is duly authorized and empowered under the laws of Florida to enter into the Loan; 2) the Resolution under which the Loan is authorized and secured has been duly adopted by the City Council and authorizes the issuance of the Loan; 3) interest on the Loan is excludable from the gross income of the holder for Federal income tax purposes under Section 103(a) of the Code and the Note is a "qualified tax exempt obligation" within the meaning of Section 265(b)(3)(C) of the Code; and 4) the Loan agreement is a valid and binding obligation of the City enforceable in accordance with the terms thereof, subject to standard exceptions for bankruptcy, creditors' rights and equitable principles;
  - B. Such other documents, certificates and instruments as shall be required by Bond Counsel, to evidence compliance with, or to comply with, the provisions of the Code, and applicable regulations thereunder, with respect to the excludability of interest payable on the Loan from gross income for federal income tax purposes.
11. Closing: It is anticipated that closing for the Loan shall occur on or shortly after May 16, 2026. Closing shall occur at a time and place mutually acceptable to the City and the Lender. The award of the RFP by the City does not obligate the City to close on the Loan.
12. Rejection of Proposals: The City expressly reserves the right to reject any and all proposals received in connection with this Request for Proposals and thereafter to negotiate with any proposer or other bank. The basis for acceptance of any proposal shall be that which is in the best interest of the City as determined solely by the City.
13. Amendment: Any time before responses are due the City reserves the right to amend or modify this Request for Proposals by depositing in the United States mail or fax or email, addressed to each proposer which at the time has its name and address on file with the City, a copy of a written amendment or modification hereto.
14. Accredited Investor Letter: At closing, the financial institution providing the Loan will be required to execute and deliver to the City an accredited investor letter in form and substance reasonably satisfactory to the City and Bond Counsel. Please see **Exhibit A** for the form of the Accredited Investor Letter.

### **INSTRUCTIONS TO PROPOSERS**

1. Proposers shall thoroughly examine and be familiar with the proposal specifications. Failure of any Proposer to receive or examine this document shall in no way relieve any Proposer of obligations pertaining to this RFP or the subsequent contract.

2. Any changes or modifications to the proposal specifications can result in the rejection of the proposal as not being responsive to this RFP.

3. The responsibility for submitting the proposal to the City on or before the specified date and time will be solely and strictly the responsibility of the Proposer. The City will in no way be responsible for delays caused by transmission of the proposal or a delay caused by any other occurrence.

4. The response deadline shall be strictly observed. Under no circumstances will a proposal delivered after the time specified be considered.

5. No successful Proposer may assign any portion of the contractual agreement between the parties without prior written authorization by the City.

6. Changes to the RFP may be made by and at the sole discretion of the City.

7. Warranties - The Proposer, in submission of its proposal, warrants to the City that it will comply with all applicable federal, state and local laws, regulations and orders in providing the services under the proposed documents.

8. Collusion - The Proposer, by affixing its signature to this proposal, certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a Proposal for the same subject matter of this RFP, or with the City. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

9. Discriminatory Vendor List - Pursuant to Section 287.134, Florida Statutes, 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. By responding to this RFP, Proposer represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

10. Public Entity Crimes - Pursuant to Section 287.133, Florida Statutes, 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 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By responding to this RFP, Proposer represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

11. Public Records - Proposer shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent an award of the RFP to Proposer is subject to the requirements in Section 119.0701, Florida Statutes, Proposer shall:

A. Keep and maintain public records required by the City to perform the services provided hereunder.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of the resulting contract and following completion of the contract if Proposer does not transfer the records to the City.

D. Upon completion of the resulting contract, transfer, at no cost, to the City all public records in the possession of Proposer or keep and maintain public records required by the City to perform the service. If Proposer transfers all public records to the City upon completion of the contract, Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

### **OTHER INFORMATION**

1. The City reserves the right to cancel the RFP, accept or reject any or all Proposals, to waive minor irregularities or technicalities in the Proposals or in the RFP process, to adjust the tentative schedule as needed, and to enter into negotiations with Proposers as determined to be in the best interests of the City. A minor irregularity is defined as a variation from the RFP terms and conditions which does not affect the price of the RFP, give a Proposer an unfair advantage over other Proposers, or adversely impact the interests of the City. There is no obligation on the part of the City to award the RFP to the Proposer offering the lowest price to the City. The City reserves the right to award the RFP to the firm whose Proposal is judged to be the most advantageous to the City and to be in the best interests of the City. The City reserves the right to obtain and review any information deemed necessary to determine the ability of the Proposer to carry out its obligations required under this RFP or any subsequent contract, including but not limited to its relevant experience and qualifications, the quality of its past performance, the Proposer's current and prior compliance with all laws and regulations, its financial strength and capability to perform the requirements of this RFP.

2. In the event that the Proposer selected by the City does not execute a contract within a timeframe acceptable to the City, the City may give notice of intent to award the Loan to the next most qualified Proposer or to call for new proposals and may proceed to act accordingly.

3. The City will not be responsible and will have no liability whatsoever for any costs incurred by a Proposer in preparing or submitting its response to this RFP.

4. The City's annual budgets may be obtained by contacting the City Clerk and accessed at the following web address: [keycolonybeach.net/budget-summary-by-year/](http://keycolonybeach.net/budget-summary-by-year/). The City's audited annual financial statements may be obtained by contacting the City Clerk.

**Proposal**  
**City of Key Colony Beach, Florida – 2026 Tax-Exempt Loan Financing**

Interest Rate: State the interest rate for the specified Loan term.

Prepayment Provisions: Describe whether the loan may be prepaid in whole or in part at any time. If prepayable, describe in detail any prepayment penalties or fees for the same.

Other Fees & Expenses: Describe in detail all fees and expenses, including fees and expenses of the Bank's outside counsel, if any, which the City will be responsible to pay. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the Lender and will not be paid or reimbursed by the City.

The City requests for Lenders to use the table on the following page for submitting their Proposals.

2026 Tax-Exempt Loan Financing Proposal Template

Bank Contact Information	
Amount	
Draw Period Length (Request 10, 15, and/or 20 years) <ul style="list-style-type: none"> <li>• 10 [Y/N]</li> <li>• 15 [Y/N]</li> <li>• 20 [Y/N]</li> </ul>	
Tax-Exempt Interest Rate <ul style="list-style-type: none"> <li>• 10 years</li> <li>• 15 years</li> <li>• 20 years</li> </ul>	
Prepayment Provisions	
NTE Fees & Expenses including Bank Counsel Fee	
Bank Counsel Contact	
Additional Information	

The Bank acknowledges that the City reserves the right to reject any and all proposals received in connection with the RFP. The award of the RFP does not obligate the City to close on the Loan.

Respectfully submitted,

\_\_\_\_\_  
Name of Bank

By: \_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
typed or printed name of officer

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Correspondence

Tel. No. \_\_\_\_\_

Telephone Number

Fax No. \_\_\_\_\_

Fax Number

Email \_\_\_\_\_

ACCEPTED this \_\_\_\_ day of \_\_\_\_\_ 2026

CITY OF KEY COLONY BEACH, FLORIDA

By: \_\_\_\_\_

Freddie Foster, Mayor

## EXHIBIT A

### Accredited Investor Letter

1. We are engaged in the business of purchasing obligations similar to the Note or in the business of entering into transactions evidenced by obligations similar to the Note.

2. We are purchasing the Note for our own account for investment purposes with no present intention to sell, reoffer, trade or otherwise dispose of the Note (or any portion of the Note or any interest in the Note); provided, however, we reserve the right to transfer the Note or any part thereof or interest therein at any time in our sole discretion in the manner and to the extent provided in the Note.

3. The interest rate specified by the Note was negotiated pursuant to an arms-length transaction. The full principal amount represented by the Note will be advanced by the purchaser on this date to or for the benefit of the City. In our opinion, the fair market value of the Note is at least equal to the stated principal amount of the Note.

4. We have sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, to be capable of evaluating the merits and risks of our purchase of the Note.

5. We are able to bear the economic risk of our purchase of the Note.

6. We acknowledge that the Note does not represent a general obligation of the City, the State of Florida or any political subdivision thereof and is not payable from taxes or any moneys provided by or to the City, other than those described in the Note and the Loan Agreement dated March 12, 2021, between the City and us, pursuant to which the Note is being issued, and we further acknowledge that no covenant, stipulation, obligation or agreement contained in any documents related to the issuance of the Note are or shall be deemed to be a covenant, agreement or obligation of any present or future board member, officer or employee of the City in his or her individual capacity.

7. We acknowledge that the Note has not been and will not be registered under the Securities Act of 1933, as amended, or the securities or Blue Sky laws of any state and is not listed on any stock or securities exchange.

8. We understand that no offering statement, prospectus, offering circular, official statement or other disclosure document containing material information with respect to the City and the Note are being or have been prepared, and we have made our own inquiry and analysis with respect to the City, the Note and the security therefor.

9. We have made our own inquiry into the creditworthiness of the City, we have received all the information that we have requested from the City or any agents or representatives thereof. We have been afforded a reasonable opportunity to ask questions about the terms and conditions of the offering of the Note and the security therefor and the City, and have received, to the best of our knowledge, complete and satisfactory answers to all such questions to make an informed decision to invest in the Note.

10. We understand that the Note may only be transferred in whole and not in part and is limited to transfers only to "accredited investors" within the meaning of the Securities Act of 1933, as

amended and Regulation D thereunder or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the Securities Act of 1933.

11. We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended and Regulation D thereunder.

12. We are acting solely for our own account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter or municipal advisor. We have not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of the City with respect to our purchase of the Note. The City has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to the Note from its financial, legal and other advisors (and not the Lender) to the extent that the City desired to obtain such advice.

13. We have purchased the Note at the price of 100% of the principal amount thereof.

14. We are not acting as an Underwriter (as defined in Section 15 below) with respect to the Note and currently there is no Underwriter for the Note. We have not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and we have not agreed with the City pursuant to a written agreement to sell the Note to persons other than ourselves or related parties to ourselves. The entire principal amount of the Note will be advanced by us on this date to the City.

15. Defined Terms.

(a) "Public" means any person (including an individual, trust, estate, partnership, association or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) "Underwriter" means (i) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of the selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

16. The Lender is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56) (signed into law October 26, 2001)) (the "Act") and hereby notifies the City that pursuant to the requirements of the Act, it is required to obtain, verify and record information that identifies the City which information includes the name and address of the City and other information that will allow the Lender to identify the City in accordance with the Act.

**ORDINANCE NO. 2026-508**

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING ORDINANCE 2025-497 FUTURE LAND USE POLICY 1.5.1 FOR A SCRIVENOR'S ERROR REGARDING PLAN DENSITIES FOR COMMERCIAL, RESORT, AND PUBLIC BUILDINGS THE INTENSITY SHALL BE AT LEAST 20% OF THE LOT; AND PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for the adoption of Comprehensive Plans and Plan Amendments, and the City of Key Colony Beach adopted its Comprehensive Plan in 1992; and

**WHEREAS**, the City Commission desires to amend Ordinance 2025-497 for a scrivener's error in Future Land Use Policy 1.5.1; and

**WHEREAS**, Florida Statutes require Comprehensive Plans Amendments in areas of critical state concern to be adopted under the State Coordinated Review Process; and

**WHEREAS**, the City has received and responded to timely comments from certain review agencies which have been granted such authority under Florida Statute 163.3184(3)(b)3; and

**WHEREAS**, the City Commission held its first public hearing for the Adoption of this Ordinance on February 19th, 2026; and

**WHEREAS**, the City Commission held its duly advertised second public hearing for the Adoption of this Ordinance on March 19th, 2026.

**NOW THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, as follows:

**Section 1.** The City of Key Colony Beach City Commission hereby adopts Amendments to its Ordinance 2025-497 identified as Exhibit "A" attached, and which are incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the City Clerk of Key Colony Beach, Florida.

**Section 2.** Future Land Use Policy 1.5.1 in the City of Key Colony Beach's Comprehensive Plan shall now read: (Additions to the ordinance are underlined; deletions are ~~crossed-out~~.)

- Commercial: Normal range of office and community retail uses at an intensity whereby at least 25 ~~20~~ percent of the lot is pervious and the maximum allowable floor area ratio of three (3 FAR).

- Resort: Hotels, restaurants, beach clubs, and dwelling units that have ocean frontage. Development code design standards shall include a 3 story height limit, a prohibition against view obstructions of the ocean in the side yard setbacks and a 100 foot minimum setback from the mean high water level. The intensity shall be at least ~~25~~ 20 percent of the lot in pervious cover and a maximum allowable floor area ratio of three (3 FAR).
- Public Buildings and Grounds: Municipal, State and Federal uses. The intensity shall be at least ~~25~~ 20 percent of the lot in pervious cover and a maximum allowable floor area ratio of two (2 FAR).

**Section 3.** The City Clerk is hereby directed to transmit the amendments of the current Comprehensive Plan to the State Land Planning Agency, along with copies to the South Florida Regional Planning Council; Florida Department of Environmental Protection; Florida Department of State, Division of Historic Resources; Florida Department of Transportation; South Florida Water Management District; the Monroe County Planning & Environmental Resources Department; and to any unit of local government which has filed a written request for a copy.

**Section 4.** All ordinances or parts of ordinances in conflict are hereby repealed.

**Section 5.** In the event any section, subsection, sentence, clause, phrase or word or this Ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions.

**Section 6.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made part of the City of Key Colony Beach Code of Ordinances, and the sections of this Ordinance may be renumbered to accomplish such intention.

**Section 7.** The effective date of this plan amendment, if amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**FIRST READING** by the City of Key Colony Beach City Commission on this 19th day of February, 2026.

Mayor Freddie Foster	NO _____	YES <u>  x  </u> _____
Vice-Mayor Doug Colonell	NO _____	YES <u>  x  </u> _____
Commissioner Tom Harding	NO _____	YES <u>  x  </u> _____
Commissioner Tom DiFransico	NO _____	YES <u>  x  </u> _____
Commissioner Kirk Diehl	NO _____	YES <u>  x  </u> _____

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 19th day of March 2026.

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

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, this 19th day of March 2026.

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

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

*Approved as to form and legal sufficiency:*

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

# EXHIBIT A

**ORDINANCE NO. 2025-497**

**AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA, AMENDING THE GOALS, OBJECTIVES AND POLICIES OF THE FUTURE LAND USE, TRANSPORTATION, HOUSING, INFRASTRUCTURE, COASTAL MANAGEMENT, CONSERVATION, RECREATION AND OPEN SPACE, INTERGOVERNMENTAL COORDINATION, AND CAPITAL IMPROVEMENTS, ELEMENTS OF THE COMPREHENSIVE PLAN; ADDING A PROPERTY RIGHTS ELEMENT AND ACCOMPANYING GOAL, OBJECTIVE AND POLICIES; AS MANDATED BY FLORIDA STATUTES 163.3177; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING A CONFLICTS CLAUSE AND SEVERABILITY CLAUSE, PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, Section 163.3184, Florida Statutes, establishes a process for adoption of Comprehensive Plans and Plan Amendments, and the City of Key Colony Beach adopted its Comprehensive Plan in 1992; and

**WHEREAS**, the City Commission desires to adopt said Amendments to the current Comprehensive Plan to guide and control the future development of the City and to preserve, promote and protect the public's health, safety, and welfare; and

**WHEREAS**, Florida Statutes, requires Comprehensive Plans Amendments in areas of critical state concern to be adopted under the State Coordinated Review Process; and

**WHEREAS**, the City Commission deems it necessary to add the following sections within the Coastal Management Element to include: Coastal Storm Areas, Increase Communitywide Resiliency, Reduce Flood Risk in Coastal Areas, and Remove Coastal Property from Flood Zone Designations, Site Development Techniques, Best Practices to Reduce Flood Loss and Claims, Keeping Consistent with Florida Building Code and Floodplain Management Regulations and Coastal Construction Standards in Chapter 161 F.S. and FEMA's Community Rating System; and

**WHEREAS**, the City Commission deemed it necessary to add language to include the 2024 Vulnerability Assessment and Watershed Management Plans; and

**WHEREAS**, the Planning & Zoning Committee of Key Colony Beach acting as the Local Planning Agency held its duly advertised public hearing on February 19, 2025, reviewed the proposed Amendments and forwarded its recommendation to the City Commission for transmittal to the State Land Planning Agency; and

**WHEREAS**, the City Commission has agreed with the recommendations of the Local Planning Agency that the proposed amendments comply with the requirements of Chapter 163, Florida Statutes, and that the proposed amendments are consistent with the Comprehensive Plan; and

**WHEREAS**, the City Commission held its duly advertised public hearing for the transmittal of the proposed amendments on March 20<sup>th</sup>, 2025; and

**WHEREAS**, the City has received and responded to timely comments from certain review agencies which have been granted such authority under Florida Statute 163.3184(3)(b)3; and

**WHEREAS**, the City Commission held its duly advertised second public hearing for the Adoption of this Ordinance on January 22<sup>nd</sup>, 2026.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, that:

- Section 1.** The City of Key Colony Beach City Commission hereby adopts Amendments to its current Comprehensive Plan dated July 9, 2015, which Amendments consist of the pages which are identified as Exhibit “A” attached, and which are incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the City Clerk of Key Colony Beach, Florida.
- Section 2.** The City Clerk is hereby directed to transmit the amendments of the current Comprehensive Plan to the State Land Planning Agency, along with copies to the South Florida Regional Planning Council; Florida Department of Environmental Protection; Florida Department of State, Division of Historic Resources; Florida Department of Transportation; South Florida Water Management District; the Monroe County Planning & Environmental Resources Department; and to any other unit of local government which has filed a written request for a copy.
- Section 3.** All ordinances or parts of ordinances in conflict are hereby repealed.
- Section 4.** In the event any section, subsection, sentence, clause, phrase or word of this Ordinance shall be held invalid by a court of competent jurisdiction, then such invalidity shall not affect the remaining portions.
- Section 5.** It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made part of the City of Key Colony Beach Code of Ordinances, and the sections of this Ordinance may be renumbered to accomplish such intention.
- Section 6.** The effective date of this plan amendment, if amendment is not timely challenged, shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the State Land Planning Agency, or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a

resolution affirming its effective status, a copy of which resolution shall be sent to the State Land Planning Agency.

**FIRST READING** by the City of Key Colony Beach City Commission this 20<sup>th</sup> day of March, 2025.

Mayor Freddie Foster	NO _____	YES <u>  x  </u>
Vice-Mayor Joey Raspe	NO _____	YES <u>  x  </u>
Commissioner Tom Harding	NO _____	YES <u>  x  </u>
Commissioner Tom DiFrancisco	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 22<sup>nd</sup> day of January 2026.


Mayor Freddie Foster	NO _____	YES <u>  x  </u>
Vice-Mayor Doug Colonell	NO _____	YES <u>  x  </u>
Commissioner Tom Harding	NO _____	YES <u>  x  </u>
Commissioner Tom DiFrancisco	NO _____	YES <u>  x  </u>
Commissioner Kirk Diehl	NO _____	YES <u>  x  </u>

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA**, this 22<sup>nd</sup> day of January 2026.

  
Freddie Foster, Mayor

  
Silvia Roussin, City Clerk

*Approved as to form and legal sufficiency:*

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

# City of Key Colony Beach Comprehensive Plan

(2024-26 Edit)



Prepared By:



ERIN L. DEADY, P.A.



Brian Shea, AICP CFM



In conjunction with:

The City of Key Colony Beach  
PO Box 510141 - Key Colony Beach, FL 33051-0141



**Adopted Date: February 24, 1992**

<b>Amended</b>	<b>Ordinance Number</b>
March 19, 2026	2026-508
January 22, 2026	2025-497
June 9, 2022	2021-468
July 9, 2015	440-2015
February 26, 2009	406-2009
November 24, 2008	404-2008
July 12, 2007	395-2007

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<b>Future Land Use .....</b>	<b>1</b>
Goal 1 .....	1
Objective 1.1 Infrastructure.....	1
Objective 1.2 Natural Resources .....	1
Objective 1.3 Hurricane Evacuation .....	2
Objective 1.4 Post Disaster Recovery .....	2
Objective 1.5 Future Land Use Categories .....	2
Objective 1.6 Water and Sewer System Land Needs.....	3
Objective 1.7 Keys Area of Critical State Concern.....	4
Figure 1 Future Land Use Map .....	5
<b>Transportation .....</b>	<b>6</b>
Goal 1 .....	6
Objective 1.1 Motorized Transportation System .....	6
Objective 1.2 Land Use Implications.....	6
Objective 1.3 Right-of-way Protection .....	6
Objective 1.4 Bikeway or Non-motorized Transportation .....	6
Objective 1.5 Hurricane Evacuation Plan.....	7
Figure 2 Future Transportation Map .....	8
<b>Housing .....</b>	<b>9</b>
Goal 1 .....	9
Objective 1.1 New Construction.....	9
Objective 1.2 Low and Moderate Income Housing.....	9
Objective 1.3 Group Homes.....	10
Objective 1.4 Conservation .....	10
Objective 1.5 Housing Coordination Implementation.....	10
Objective 1.6 Affordable Housing.....	11
<b>Infrastructure.....</b>	<b>12</b>
Goal 1 .....	12
Objective 1.1 Current Deficiencies and Future Needs; County.....	12
Objective 1.2 Future Needs; City Drainage .....	12
Objective 1.3 Level of Service.....	13
Objective 1.4 Water Conservation.....	13
Objective 1.5 County Infrastructure Coordination .....	14
Objective 1.6 Water Supply Facilities Work Plan .....	15
<b>Coastal Management .....</b>	<b>16</b>
Goal 1 .....	16
Objective 1.1 Mangroves; The City’s Prime Natural Resource .....	16
Objective 1.2 Protection of Water Quality in the Bays .....	16
Objective 1.3 Water Dependent Uses.....	16

Objective 1.4 Beaches and Dunes .....	17
Objective 1.5 Shoreline Public Access .....	17
Objective 1.6 Shoreline Setbacks .....	17
Goal 2 .....	18
Objective 2.1 Coastal High Hazard Area Infrastructure .....	18
Objective 2.2 Coastal Land Use Intensity.....	18
Objective 2.3 Coastal Storm Areas.....	19
Objective 2.4 Hurricane Evacuation .....	19
Objective 2.5 Post-Disaster Redevelopment .....	20
Objective 2.6 Hurricane Damage Avoidance.....	21
Goal 3 .....	21
Objective 3.1 Increasing Communitywide Resiliency .....	21
Objective 3.2 Reducing Flood Risk in Coastal Areas.....	21
Objective 3.3 Remove Coastal Property from Flood Zone Designations .....	22
Objective 3.4 Site Development Techniques and Best Practices to Reduce Flood Loss and Claims.....	23
Objective 3.5 Consistency with Florida Building Code and Floodplain Management Regulations.....	24
Objective 3.6 Consistency with Coastal Construction Standards in Chapter 161, Florida Statutes .....	24
Objective 3.7 FEMA’s Community Rating System .....	24
<b>Conservation .....</b>	<b>26</b>
Goal 1 .....	26
Objective 1.1 Air Quality.....	26
Objective 1.2 Water Pollution.....	26
Objective 1.3 Vegetation and Soil Resources/Endangered Wading Birds.....	26
Objective 1.4 Wildlife and Marine Resources .....	27
Objective 1.5 Conservation of Natural Floodplains.....	27
Objective 1.6 Water Supply Resources .....	27
Objective 1.7 Water Conservation.....	27
<b>Recreation and Open Space .....</b>	<b>29</b>
Goal 1 .....	29
Objective 1.1 Waterfront and Park Access .....	29
Objective 1.2 Recreation Facilities .....	29
Objective 1.3 Open Space .....	29
Objective 1.4 Public-Private Coordination .....	29
<b>Intergovernmental Coordination .....</b>	<b>30</b>
Goal 1 .....	30
Objective 1.1 Plan Impact and Implementation Coordination.....	30
Objective 1.2 Level-of-Service Standards Coordination .....	30
Goal 2 .....	31
Objective 2.1 Resiliency Coordination .....	31

<b>Capital Improvements .....</b>	<b>32</b>
Goal 1 .....	32
Objective 1.1 The Annual Capital Improvement Program Process.....	32
Objective 1.2 Level of Service and Concurrency .....	33
Objective 1.3 Infrastructure in Coastal High Hazard Area.....	33
Objective 1.4 Concurrency.....	33
Objective 1.5 Funding Capital Improvements.....	34
Implementation .....	35
Five Year Capital Improvements Schedule.....	36
<b>Property Rights .....</b>	<b>39</b>
Goal 1 .....	39
Objective 1.1 Recognition of Private Property Rights.....	39
<b>Monitoring, Updating and Evaluation Procedures.....</b>	<b>40</b>
0	
<b>Data &amp; Analysis Appendices .....</b>	<b>41</b>

## FUTURE LAND USE

### **GOAL 1      Protect and enhance the residential, commercial, resort and natural resource areas of Key Colony Beach.**

#### **Objective 1.1 Infrastructure**

*The City shall provide 100 percent public water and sewer service to any new development, and continue to achieve on-site stormwater run-off detention, soil erosion control and floodplain (topography) protection via the most current Land Development Regulations provisions.*

Policy 1.1.1    As new development occurs the City, will continue to use the development regulations to require a connection to the sanitary sewer and public water systems.

Policy 1.1.2    The City shall continue to apply the updated flood plain and coastal construction provisions from the City's Land Development Regulations to ensure new development at topographic elevations sufficient to minimize flood impact.

Policy 1.1.3    The City shall review all current development codes to determine any needed refinements relative to on-site drainage, erosion control, open-space, traffic flow and parking lot design standards. This shall include the drainage level of service standard and canal bank reconstruction standards, i.e. to ensure mangrove retention and no new seawalls without proper State and Federal permits.

Policy 1.1.4    The City shall use the development regulations which reflect a concurrency management system, to ensure that no development permit shall be issued unless the public facilities necessitated by the project (in order to meet level of service standards specified in the Transportation, and Infrastructure policies) will be in place concurrent with the impacts of the development or the permit is conditional to assure that they will be in place.

#### **Objective 1.2 Natural Resources**

*The City shall review and revise the development code as necessary to ensure no loss of waterfront natural resources and environmentally sensitive land as new development occurs, particularly mangroves; supplement with regular County or Department of Environmental Protection testing of bay water quality for greater measurability.*

Policy 1.2.1    The City shall review and if necessary revise the appropriate land development regulations to fully preserve the existing natural waterfront, particularly mangroves, beach vegetation, wetlands and significant bottomlands via setbacks, site plan review criteria, landscape requirements and dock or canal bank standards that can be used as development applications are reviewed.

Policy 1.2.2 The City shall supplement this code and development review process with a program to improve bay water quality by eliminating the 7 3 storm drain outfalls to facilitate bay flushing.

### **Objective 1.3 Hurricane Evacuation**

*The City shall grant no land use plan amendments that would increase land use density and intensity, to ensure that the projected “buildout” hurricane evacuation traffic entering on U.S. 1 will not increase.*

Policy 1.3.1 The City shall deny any plan amendments and rezoning requests that would increase population densities on the island in order to avoid further burdens on the hurricane evacuation plan. Vacant parcels will be developed at densities and intensities consistent with the Future Land Use Map and pre-1990 plats.

### **Objective 1.4 Post Disaster Recovery**

*The City shall participate in post-disaster planning procedures to guide City actions following a natural disaster.*

Policy 1.4.1 The Post Disaster Plan will be maintained by the City Emergency Manager to work with local, state and federal emergency officials, assess damage, review emergency actions, prepare a redevelopment plan, and recommend needed changes to the Strategic Plan and to this Comprehensive Plan.

Policy 1.4.2 The Post Disaster Plan will maintain guidelines for determining priorities for the acquisition of storm-damaged property in hazard-prone areas.

Policy 1.4.3 The Post Disaster Plan will establish principles for repairing, replacing, modifying, or relocating public facilities in hazard-prone areas.

Policy 1.4.4 The City shall act in accordance with its Emergency Management Plan by complying with these policies and will contain step-by-step details for post-disaster recovery operations.

### **Objective 1.5 Future Land Use Categories**

*The City of Key Colony Beach shall continue to ensure that all new development is consistent with the Future Land Use Element.*

Policy 1.5.1 The following Future Land Use Plan densities, shall be established for the purpose of managing future growth. These land use policies shall govern even if it delays a development project application until the necessary implementing zoning is enacted.

- Single-Family Residential: Up to 7.5 units per acre.
- Two-Family Residential: Up to 8 units per acre.

- Multifamily Residential: Up to 8 units per acre.
- Commercial: Normal range of office and community retail uses at an intensity whereby at least ~~25~~ 20 percent of the lot is pervious and the maximum allowable floor area ratio of three (3 FAR).
- Resort: Hotels, restaurants, beach clubs and dwelling units that have ocean frontage. Development code design standards shall include a 3 story height limit, a prohibition against view obstructions of the ocean in the side yard setbacks and a 100 foot minimum setback from the mean high water level. The intensity shall be at least ~~25~~ 20 percent of the lot in pervious cover and a maximum allowable floor area ratio of three (3 FAR).
- Public Buildings and Grounds: Municipal, State and Federal uses. The intensity shall be at least ~~25~~ 20 percent of the lot in pervious cover and a maximum allowable floor area ratio of two (2 FAR).
- Conservation: Significant wetlands.
- Recreational: Public park and golf course uses.

Policy 1.5.2 On an annual basis, the City shall review, and if necessary revise the Land Development Regulations relative to subdivision control, sign controls, landscaping, the City’s Vulnerability Analysis completed in 2025, and floodplain protection to assure their compatibility with the intent of this plan.

Policy 1.5.3 The City shall consider further revisions to its regulations that include special buffer requirements for all new resort and commercial development that abuts residential districts.

### **Objective 1.6 Water and Sewer System Land Needs**

*The City should review the development regulations, on an annual basis, to ensure adequate provision for water and sewer system land requirements.*

Policy 1.6.1 The City should continue to monitor the zoning provisions to ensure adequate provisions for sewer lift stations and other utility land requirements.

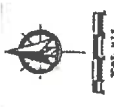
**Objective 1.7 Keys Area of Critical State Concern**

The City’s Comprehensive Plan and Land Development Regulations shall be consistent with the Florida Keys Protection Act; 380.0552 FS.

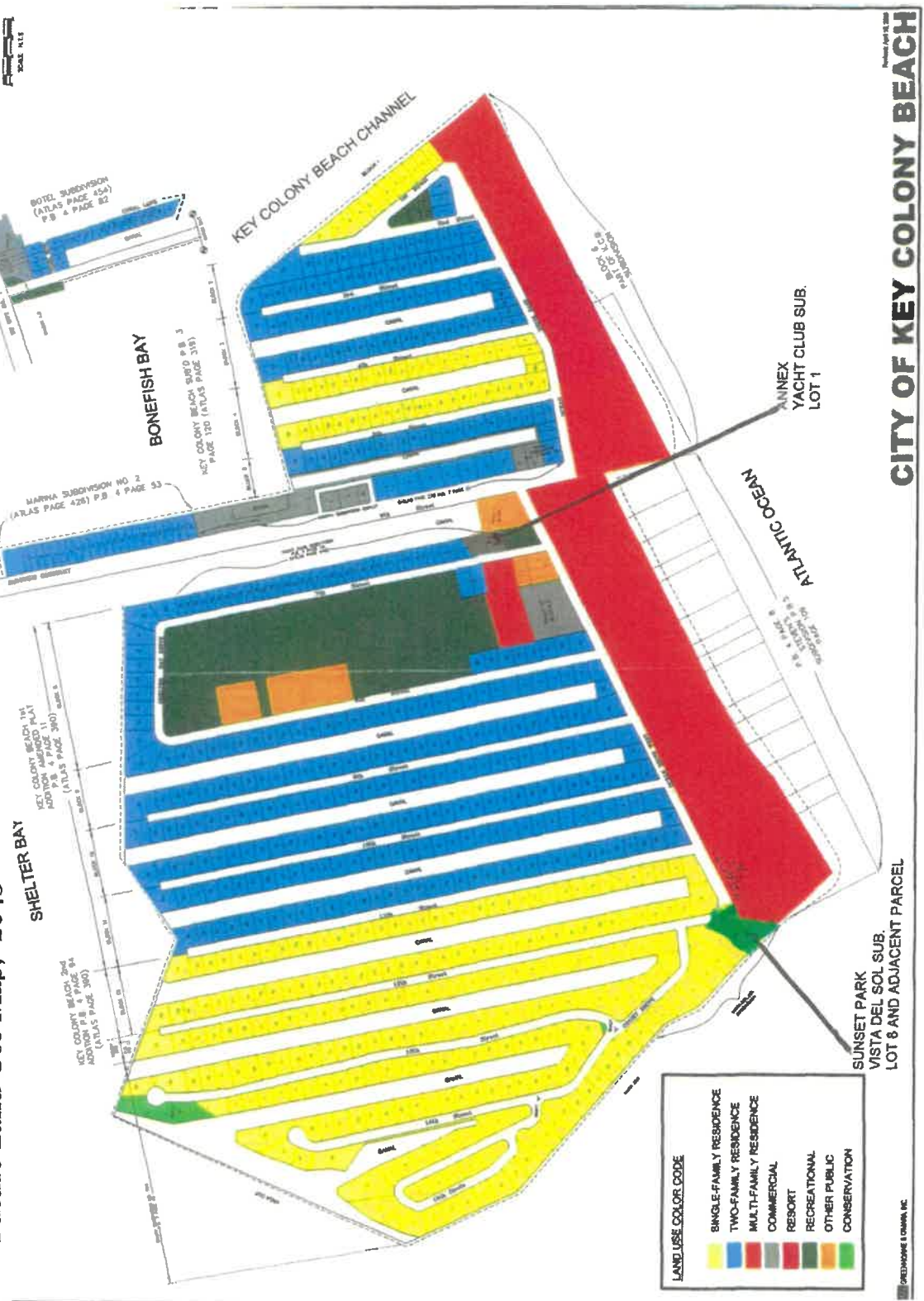
Policy 1.7.1 The elements of the City’s Comprehensive Plan shall contain pertinent policies furthering all principles for guiding development in the Florida Keys and specifically in Key Colony Beach (Section 380.0522(7)a-n, FS).

**Future Land Use Map**

Figure 1 shows the Future Land Use pattern. There are no existing or proposed industrial, agricultural or educational uses. There are no historic properties, water wells, estuaries, rivers, harbors, minerals of commercial value or soils other than urban fill. Figure 1 also shows the ocean and bays; this map is adopted as part of the Future Land Use map series.



**Figure 1:  
Future Land Use Map, 2045**



# TRANSPORTATION

**GOAL 1** To maintain a transportation system that meets the circulation needs of Key Colony Beach in a safe and efficient manner but does not adversely impact residential streets.

## **Objective 1.1 Motorized Transportation System**

*Maintain the existing efficient and convenient street system as shown in Figure 2 with no changes to its basic configuration but improve safety where necessary.*

Policy 1.1.1 Maintain at least the following peak hour Level of Service standards:

- Arterials and collectors – “C”

Policy 1.1.2 Continue to use the development plan review process to control roadway access points, on-site traffic flow and on-site parking, including requiring bike racks under certain conditions.

Policy 1.1.3 The City shall coordinate transportation planning with the County and State to assure that Sadowski Causeway remains two lanes and has a structurally sound bridge.

## **Objective 1.2 Land Use Plan Implications**

*Achieve coordination between this element and the Future Land Use Plan by approving no land use plan or zoning amendments that increase the permitted density/intensity of use.*

Policy 1.2.1 By not approving land use density/intensity increases, the City will assure adequacy of its existing roadway system.

## **Objective 1.3 Right-of-way Protection**

*The City shall continue to review the development regulations to ensure the ability to protect existing and future street rights-of-way from new development that would increase the cost of street improvements. (Ordinance No. 382 Amended Code about City costs to protect right of way.)*

Policy 1.3.1 Use the development review process to protect existing (rights-of-way through setback requirements.

## **Objective 1.4 Bikeway or Non-motorized Transportation**

*Achieve preservation of the existing path system, thereby providing safe, convenient non-motorized circulation.*

Policy 1.4.1 Maintain the existing path system on the Sadowski Causeway and Ocean Drive.

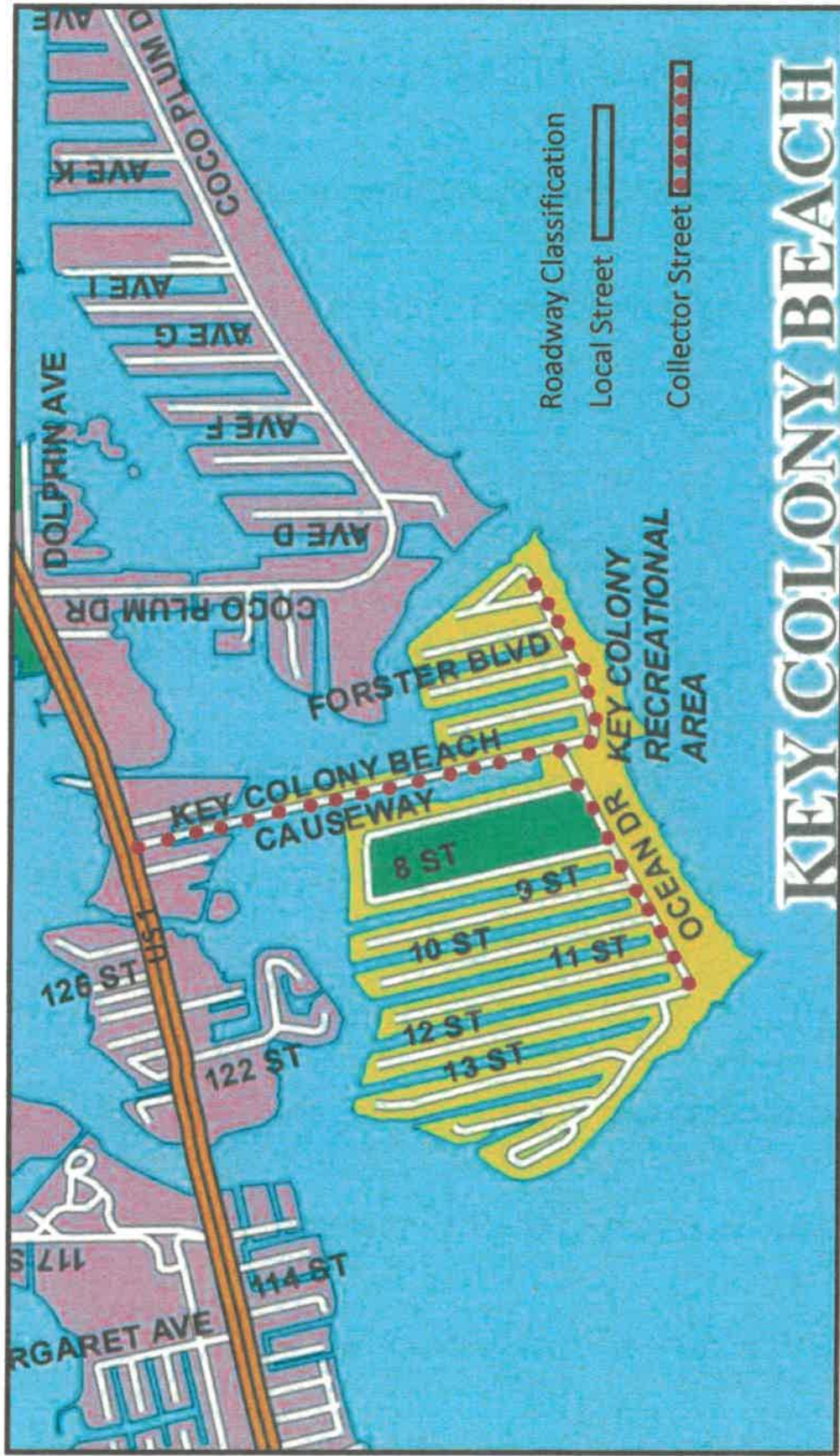
**Objective 1.5 Hurricane Evacuation Plan**

*Upon adoption of the Plan, the City shall adopt a Hurricane Evacuation Plan, and coordinate with the Monroe County Emergency Management Department to maintain or reduce hurricane evacuation times.*

Policy 1.5.1 The City shall periodically update its Emergency Evacuation Assistance Program to provide notice and transportation to citizens who require evacuation assistance.

Policy 1.5.2 Continue to review annually hurricane evacuation plans for the City as presented in the Monroe County Comprehensive Plan and notify residents of any changes.

Figure 2: Future Transportation Map, 2045



# HOUSING

**GOAL 1 To enhance the availability of sound and affordable housing stock for all residents of Key Colony Beach.**

**Objective 1.1 New Construction**

*The City shall encourage the private sector to provide additional units that are diversified in terms of design and affordability.*

Policy 1.1.1 The City shall continue to provide the framework for a housing program that encourages the creation and preservation of affordable housing for all current and anticipated future residents of the City.

Policy 1.1.2 The City shall continue to have a full-time Building Official thereby assuring a prompt and professional development permitting process.

Policy 1.1.3 The Building Official, Planning and Zoning Committee and City Commission shall continue to use the Land Development Regulations of the City code to assure exterior architectural design of new construction that is compatible with the neighborhood.

Policy 1.1.4 Lowest habitable floor elevations shall comply with all applicable FEMA Floodplain Regulations and Guidelines.

**Objective 1.2 Low and Moderate Income Housing**

*The City shall continue to provide for and promote low- and moderate-income housing.*

Policy 1.2.1 Through the comprehensive planning process and the Land Development Regulations, a streamlined permitting process will be established, providing for efficient review with minimal delays and costs for affordable housing.

Policy 1.2.2 Continue to utilize the zoning map and non-conforming lot policy to provide vacant land for relatively high-density duplex and multifamily housing that is adequately served by public water and sewers.

Policy 1.2.3 Any developer constructing a new project that creates 25 per cent or more permanent jobs shall be required to provide housing within the City (or in Marathon) no later than 6 months after the new project receives its certificate of occupancy; said housing shall accommodate at least 25 per cent of the permanent employees and shall cost no more than one-third of the household income of those employees whose income is less than 120 of the median for Monroe County as determined by the Florida Statistical Abstract. This shall also include City

initiatives to help the developer secure any available Federal, State or County subsidies, including Section 8 rental subsidy certificates.

- Policy 1.2.4 The City shall explore available programs in Monroe County and through the Florida Department of Commerce and other state agencies to mitigate the affordable housing shortage.

### **Objective 1.3 Group Homes**

*The City shall enforce the Land Development Regulations which continue to provide the ability to accommodate group homes and foster care facilities in residential districts through zoning policies.*

- Policy 1.3.1 The City's development regulations shall continue to permit group homes and foster care facilities through zoning policy; the provisions shall reflect State Law, *i.e.* 6 or less clients in single-family district units which must be at least 1,000 feet apart and 14 or less clients in multifamily district units at least 1,200 feet apart.

### **Objective 1.4 Conservation**

*The City shall continue to enforce the Buildings chapter of the City code to maintain a structurally sound housing stock; measurability shall be no substandard units.*

- Policy 1.4.1 The City shall promote maintenance of the existing housing stock by continued code enforcement, required demolition of deteriorated structures that are beyond repair (using the Standard Unsafe Building Code), and providing guidance in obtaining rehabilitation assistance for qualified residents.
- Policy 1.4.2 The City Building Department shall identify substandard housing units, as defined by Florida Statutes, and shall contact owners of substandard units in order to communicate necessary corrective actions and inform owners of available federal, state and local housing assistance programs.

### **Objective 1.5 Housing Coordination and Implementation**

*The City Commission shall serve as the body to coordinate and achieve housing policy implementation; measurability is dependent upon the private sector.*

- Policy 1.5.1 The City Commission shall maintain formal communications (mailing list) with appropriate private and non-profit housing agencies to assure that adequate information on City housing policies flows to housing providers.
- Policy 1.5.2 The City shall continue working with the County and its Affordable Housing Task Force and the South Florida Regional Planning Council on a Countywide Affordable Housing Strategy and Plan via intergovernmental coordination.

Policy 1.5.3 The City shall appoint a contact person to work with Monroe County, Monroe County’s SHIP Program and the Middle Keys Community Land Trust to identify parcels on which affordable housing can be constructed within or near the City.

**Objective 1.6 Affordable Housing**

*The City shall continue to eliminate substandard housing and blighted areas, and shall continue to improve structural and aesthetic housing conditions.*

Policy 1.6.1. The City shall develop an affordable housing strategic plan or participate in a Regional Strategic Plan that includes specific indicators and benchmarks for measuring success in achieving affordable housing.

Policy 1.6.2 The City shall seek the use of federal, state, and county housing financial support programs as a means of providing housing opportunities for very low, low, and moderate income persons and families, where appropriate.

Policy 1.6.3 The City shall commit to Countywide and municipal efforts to identify and promote infill sites appropriate for affordable housing.

# INFRASTRUCTURE

**GOAL 1 To provide and maintain the public infrastructure in a manner that will ensure public health, safety and quality of life for Key Colony Beach.**

**Objective 1.1 Current Deficiencies and Future Needs; County**

*The City shall continue its program of curbside separation of solid waste and in other ways cooperate with the County in its projected infrastructure deficiencies.*

Policy 1.1.1 City officials shall work with the County to help achieve its goal of recycling 30 percent of all solid waste, by initiating curbside separation (assuming the County initiates its part of the program) thereby assisting its landfill capacity problem.

Policy 1.1.2 In accordance with Section 163.3180(2) (a), F.S., the City shall determine whether there will be adequate water supplies to serve the new development prior to approval of a building permit or its functional equivalent. This determination will be based on water capacity availability from the Florida Keys Aqueduct Authority (FKAA). All development is subject to the City's Concurrency Management system. The City shall track current water demand and outstanding commitments in order to determine the availability of an adequate water supply for proposed developments. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Policy 1.1.3 The City shall continue to enforce its code provisions that, a) require proof of water availability at time of building permit, b) water conservation plumbing and fixtures and c) emergency water conservation (when necessary) in order to assist the County during its potential water capacity deficiency period.

**Objective 1.2 Future Needs; City Drainage**

*Contingent upon available funding, by 2032, the City shall eliminate the 3 remaining direct storm drain outfalls into the canals.*

Policy 1.2.1 Based on the cost projections set forth in the stormwater management plan, the City shall amend the Capital Improvements Schedule to provide any additional funding as necessary to eliminate the 3 stormwater outfalls and provide an alternative disposal method by 2032 that eliminates untreated stormwater discharge to surface waters.

Policy 1.2.2 The City shall consider by 2028 the recommendations of the 2025 Vulnerability Assessment and Watershed Management Plan projected to be completed in 2026 to determine additional stormwater management and flooding improvement needs to develop future capital improvements projects to address increasing flooding impacts.

### **Objective 1.3 Level of Service**

*The City shall provide an adequate level of service during the planning period; see below policies for measurable standards.*

- Policy 1.3.1 Sanitary Sewer: The City sanitary sewer collection and treatment system shall accommodate an average daily flow of at least 115 gallons per household per day, recognizing that the peak winter season population is twice the permanent or summer population.
- Policy 1.3.2 Solid Waste: The County collection and disposal system shall be able to accommodate 6 pounds per person per day and accommodate projected landfill needs.
- Policy 1.3.3 Drainage: All new development shall detain on-site, the first 1.5 inches of runoff (except  $\frac{3}{4}$  inch if vegetated swales are used) from a 3-day storm that statistically occurs once in 25 years. Existing non-structural systems (swales) shall accommodate the first 1 inch.
- Policy 1.3.4 Potable Water: The FCAA water distribution system shall provide 127.08 gallons per person per day average and (158.86 peak day). See also Intergovernmental Policy 1.2.1.

### **Objective 1.4 Water Conservation**

*Recognizing that the City is located in an area that the South Florida Water Management District (SFWMD) identifies as a “priority water resource caution area”, the City shall strive to lower its per capita usage of potable water below 127 gallons per capita per day (gpcpd) and will continue to work together with the FCAA and the SFWMD to reduce demand within the City for potable water.*

- Policy 1.4.1 The City shall strive to reduce its level of service (LOS) standards for potable water from 127.08 to 117.22 gpcpd by the year 2026.
- Policy 1.4.2 The City will promote water conservation through the enforcement of the Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations and will comply with the South Florida Water Management District water use restrictions.
- Policy 1.4.3 The City shall inform residents and businesses of, and shall encourage their participation in, the County’s water conservation programs. These informational and educational programs shall include the following types of efforts:
- a. brochures and signage to be made available at City Hall;

- b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
- c. inviting speakers for forums or workshops at City Hall.

Policy 1.4.4 The City shall adopt an Ordinance by 2028 which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems. Other provisions shall include: 1) at least 50 percent of all required landscaping shall use native (or similar) or Florida friendly plant materials to reduce water consumption, 2) the list in the code shall be based upon the County Comprehensive Plan or FDOT list of plant materials not more than 25 percent of any lot shall be placed in lawn grass requiring irrigation, and 3) the landscaping section shall include an irrigation section mandating zones, etc.

Policy 1.4.5 The City will continue to cooperate with the FKAA and the SFWMD in its efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.

Policy 1.4.6 The City will continue to cooperate with the SFWMD’s Year-Round Irrigation Conservation Measure which limits irrigation to two days per week (based on address) between the hours of 12 a.m. to 10 a.m. AND/OR 4 p.m. to 11:59 p.m. with some exceptions, as may be revised. The City will implement these standards through its own local ordinance (Ord. 2021-465).

Policy 1.4.7 The City shall coordinate local water conservation education efforts with the SFWMD, the FKAA, and the Monroe County School Board.

Policy 1.4.8 The City will encourage the use of low impact development techniques (such as the Florida Water Star<sup>SM</sup> program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).

Policy 1.4.9 The City shall develop a leak detection and repair program for all City facilities by the end of 2030. It shall also encourage its citizens to adopt such a program for their own individual properties.

**Objective 1.5 County Infrastructure Coordination**

*The City will strive to have a city resident or businessperson appointed to the Florida Keys Aqueduct Authority Board.*

Policy 1.5.1 If such an appointment can be achieved, the board member could directly address the capacity problems facing the City and County.

**Objective 1.6 Water Supply Facilities Work Plan**

*The City shall adopt a Water Supply Facilities Work Plan Update in support of the SFWMD’s Lower East Coast Water Supply Plan Update and the FKAA 20-Year Water System Capital Improvements Master Plan.*

Policy 1.6.1 The City hereby adopts by reference the Water Supply Facilities Work Plan (Work Plan) for the FKAA, dated 2022, for a planning period of not less than 10 years. The Work Plan addresses issues that pertain to water supply Facilities and requirements needed to serve current and future development within the City’s water service area. The City shall review and update the Work Plan at least every 5 years, within 18 months after the Governing Board of the water management district approves an updated regional water supply plan. Any changes affecting the Work Plan shall be included in the annual Capital Improvements Plan update to ensure consistency between the Potable Water Sub-Element and the Capital Improvements Element.

Policy 1.6.2 The adopted Work Plan shall be updated within 18 months following the approval of a Regional Water Supply Plan or its update.

# COASTAL MANAGEMENT

**Goal 1** To conserve, manage and use the environmental and man-made uses in the coastal area of Key Colony Beach.

## **Objective 1.1 Mangroves; The City's Prime Natural Resource**

The City shall strive to prevent loss of mangroves bordering its bays and canals.

Policy 1.1.1 The City shall enforce land development provisions that require protection of mangroves as docks or other development occurs, including T-docks constructed over the mangroves; assure conformance with DEP requirements.

Policy 1.1.2 The City shall preserve the City-owned mangroves along the Causeway public right-of-way and in the conservation area at the end of 13<sup>th</sup> Street.

## **Objective 1.2 Protection of Water Quality in the Bays**

*The City shall achieve a net improvement in the environmental quality of Shelter and Bonefish Bays using the DEP water samples as a benchmark.*

Policy 1.2.1 Based on the cost projections set forth in the stormwater management plan, the City shall amend the Capital Improvements Schedule to provide any additional funding as necessary to eliminate the remaining stormwater outfalls by 2032 and provide an alternative disposal method that eliminates untreated stormwater discharge to surface waters.

Policy 1.2.2 The City shall enforce its seawall code provisions to require that substandard seawall replacement must meet the requirements of the State of Florida Department of Environmental Protection and U.S. Army Corps of Engineers.

## **Objective 1.3 Water Dependent Uses**

*Achieve development code priority for well-designed water-dependent and water-related uses in the Resort district and thereby also assure continuation of this economic base.*

Policy 1.3.1 The revised zoning provisions of the code shall give priority to water-related uses (by special exception techniques) in the Resort District and similar incentives for water-dependent and water-related uses in any Commercial property with a waterfront location. Uses receiving priority shall include hotels, restaurants, beach clubs, marinas and boat service uses.

- No new docking facility shall be located in water of less than 4 feet below mean low water or directly over any grass bed (excluding grass beds in man-made canals), reef, or patch reef except for a main access walkway necessary

to reach vessels docked in waters of said depth; the purpose is to allow for a minimum clearance of one foot between the deepest draft and the bottom.

- When applying for docking facilities, applicants shall be encouraged to use coordinated permit review procedures.
- Marinas (new or expanded) shall provide sewage pump-out facilities, fuel spill plans, a water quality monitoring program, a manatee protection plan and a hurricane contingency plan. The special exception review process shall assess public availability and need.

#### **Objective 1.4 Beaches and Dunes**

*Achieve development code regulations that protect the existing beaches from adverse construction impacts, require dune nourishment and continue ocean-front construction setback lines.*

Policy 1.4.1 The development regulations shall retain the 100-foot minimum ocean-front setback requirement from the mean high-water line.

Policy 1.4.2 The development regulations shall be amended to require dune vegetation planting in conjunction with any beach-front construction or development.

#### **Objective 1.5 Shoreline Public Access**

*Preserve the existing public shoreline access points for the residents.*

Policy 1.5.1 The City shall preserve public viewing or scenic access to Vaca Cut and the Ocean at the 13<sup>th</sup> Street conservation area, to Shelter and Bonefish Bays via the Sadowski Causeway and the canal behind City Hall.

#### **Objective 1.6 Shoreline Setbacks**

*New principal structures shall be set back a minimum as follows:*

- a. *Along the ocean, 100' from Mean High Water (MHW);*
- b. *Along Vaca Cut, 50' from MHW;*
- c. *Along manmade canals, twenty (20) feet from the MHW line.*

Policy 1.6.1 New, permittable accessory structures within the shoreline setback other than docks, utility pilings, seawalls, retaining walls, riprap, walkways, and water observation platforms must maintain:

- a. A minimum of 20' as measured from the mean high water (MHW) line on Vaca Cut, 100' from MHW on the Ocean and 10' from MHW on canals, except dockside shelters maximum set back 3 feet from rear property line. No

development shall occur between the MHW line and the 20' setback line on Vaca Cut and the 100' setback line on the Ocean.

- b. The total combined area of accessory structures within the shoreline setback may only occupy 30 percent of the principal shoreline setback on Vaca Cut excluding the first 20 feet from MHW, and 60 percent of the principal shoreline setback along manmade canals including the first 10 feet from MHW except for pools and spas.

Policy 1.6.2 Redevelopment which is the result of a natural disaster may be reconstructed in the original footprint provided the lot can comply with the stormwater standards in the plan. In the event of a natural disaster, structures that are nonconforming as to density or as to height may rebuild provided that the number of units are not increased. Voluntary redevelopment which constitutes a “substantial improvement” must comply with the new setback standards.

Policy 1.6.3 Pollutant sources may not discharge directly into surface waters. Where no runoff control structures are present, berms and vegetation shall be used to control runoff. Native vegetation shall not be removed to install berms or runoff control structures.

**Goal 2 To minimize human and property loss due to hurricanes.**

**Objective 2.1 Coastal High-Hazard Area Infrastructure**

*There shall be no City expenditures for infrastructure in the City (coastal high-hazard area) that would subsidize development.*

Policy 2.1.1 The City’s capital improvement schedule shall not include 1) any additional infrastructure in the V zone as shown on the most current Floodplain Map or 2) infrastructure elsewhere in the City that would prompt Land use Plan or zoning map amendments to achieve more intensive development.

Policy 2.1.2 The limitations under policy 2.1.1 do not preclude the City’s continuing program of sewer line rehabilitation or the Florida Keys Aqueduct Authority’s distribution line replacement elsewhere on the island in order to provide adequate future infrastructure to serve the Future Land Use Plan development pattern.

**Objective 2.2 Coastal Land Use Intensity**

*The City shall not grant any land use plan or zoning amendments that would increase land use density or intensity on the island in order to direct development away from the coastal high-hazard area.*

Policy 2.2.1 The City shall not approve any land use plan/zoning density or intensity increases over and above what is permitted by the Future Land Use map.

Policy 2.2.2 Lowest habitable floor elevations shall comply with all applicable FEMA Floodplain Regulations and Guidelines.

### **Objective 2.3: Coastal Storm Areas**

*In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall make all efforts to reduce or eliminate the exposure of human life and property to natural hazards.*

Policy 2.3.1 As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.

Policy 2.3.2 The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.

Policy 2.3.3 The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.

Policy 2.3.4 The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space

Policy 2.3.5 If feasible, no public buildings shall be constructed within the 100-year flood zone with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.

### **Objective 2.4 Hurricane Evacuation**

*In the event of a pending major hurricane (Category 3-5) the City of Key Colony Beach shall implement the following staged/phased evacuation procedures to achieve and maintain an overall 24-hour hurricane evacuation clearance time for the resident population.*

1. Approximately 48 hours in advance of tropical storm winds, a mandatory evacuation of non-residents, visitors, recreational vehicles (RVs), travel trailers, live-aboards (transient and non-transient), and military personnel from the Keys shall be initiated. State parks and campgrounds should be closed at this time or sooner and entry into the Florida Keys by non-residents should be strictly limited.
2. Approximately 36 hours in advance of tropical storm winds a mandatory evacuation of mobile home residents, special needs residents, and hospital and nursing home patients from the Keys shall be initiated.

3. Approximately 30 hours in advance of tropical storm winds, a mandatory phased evacuation of permanent residents, by evacuation zone (described below) shall be initiated. Existing evacuation zones are as follows:

Zone 1-Key West, Stock Island, and Key Haven to Boca Chica Channel Bridge (MM 1-6) Zone 2-Boca Chica Channel Bridge to west end of 7-mile Bridge (MM 6-40)

Zone 3-West end of 7-mile Bridge to west end of Long Key Bridge (MM 40-63)

Zone 4-West end of Long Key Bridge to CR905 and CR905A intersection (MM 63-106.5)

Zone 5-CR905A to and including Ocean Reef (MM 106.5-126.5)

The actual sequence of the evacuation by zones will vary depending on the individual storm. The concepts embodied in this staged evacuation procedure should be embodied in the appropriate city and county operational management plans.

- Policy 2.4.1 The City shall continue to cooperate (by permitting, traffic control, etc.) with the County in order to avoid possible hurricane damage to the Causeway facilities thereby inhibiting evacuation.
- Policy 2.4.2 The City will continue its annual public information program whereby residents are informed of hurricane preparedness measures.
- Policy 2.4.3 The City shall request all residents and visitors to start evacuations immediately once an evacuation order has been given.

### **Objective 2.5 Post-Disaster Redevelopment**

*Continue to refine the City's post-disaster redevelopment plan to reduce exposure to natural hazards.*

- Policy 2.5.1 The City's disaster assessment, clean-up and repair plan shall be reviewed and amended annually to achieve conformance with the County's plan. Special attention shall be devoted to the Building Inspector's permitting process to distinguish between minor and major repairs, require demolition or nuisance removal, etc.

### **Objective 2.6 Hurricane Damage Avoidance**

*The City shall retain its controls on coastal construction and floodplain construction and add dune nourishment provisions in order to reduce storm hazards.*

Policy 2.6.1 Using the Monroe County Peacetime Emergency Plan and the County Comprehensive Plan as background, the City’s Coastal Code, Building Code, floodplain provisions, and proposed dune controls shall be reviewed and revised as necessary to assure provisions that require a 100 foot ocean setback, and vegetated dunes for new beachfront construction, meet the requirements of the State Coastal Zone Protection Act including structural standards, etc.

Note: There are no estuaries or deep-water ports within Key Colony Beach or any “resource protection plans” impacting the City.

**Goal 3 The City shall enhance efforts to prepare, adapt, mitigate and manage climate change impacts to achieve a resilient community.**

**Objective 3.1 Increasing communitywide resiliency**

*Increase adaptability and resiliency to climate change impacts by developing a 2024 Vulnerability Assessment including strategies that address coastal flooding, tidal events, storm surge, flash floods, storm water runoff, saltwater intrusion and other impacts related to or exacerbated by sea level rise, changing precipitation patterns, temperature increases, and other climate change factors.*

Policy 3.1.1 The City shall utilize its Vulnerability Assessment, completed in 2025.

Policy 3.1.2 The City shall seek funding for adaptation projects and partnerships with other local governments related to the adaptation of critical infrastructure prioritized in its Vulnerability Assessment, the County’s Vulnerability Assessment, and the Watershed Management Plan scheduled to be completed in 2026. The 2025 Vulnerability Assessment shall be a resource upon which to base new principles, strategies, and engineering solutions to reduce future flood risk of existing and future development including for the design of new infrastructure projects.

**Objective 3.2 Reducing flood risk in coastal areas**

*Include development and redevelopment principles, strategies, and engineering solutions into development and infrastructure decisions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.*

Policy 3.2.1 The 2025\_Vulnerability Assessment shall be a resource upon which to base new principles, strategies, and engineering solutions to reduce future flood risk of existing and future development including for the design of new infrastructure projects.

- Policy 3.2.2 Analyze and determine whether to build, modify, adapt or relocate public infrastructure to allow for adaptation, strategic managed retreat or relocation from areas at risk to sea level rise.
- Policy 3.2.3 The City shall regularly assess and plan for public infrastructure, facilities and utilities as required by the Capital Improvements Element, including the impacts of potential intensifying floods and sea level rise, and account for those impacts in engineering design criteria for projects where necessary.
- Policy 3.2.4 Phase projects, including but not limited to, shorelines, backflow prevention devices, in-line check valves and other strategies based on the existing conditions, year of projected impacts and economies of scale to minimize commercial and residential disruption from future flooding.
- Policy 3.2.5 Within three (3) years of completion of the 2025 Vulnerability Assessment, the City shall determine if updated or multiple levels of service are needed for infrastructure other than stormwater management. Consideration of levels of service may include current and future flood inundation and the ability to deliver established levels of service under those conditions.

**Objective 3.3 Remove coastal property from flood zone designations**

*Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.*

- Policy 3.3.1 Develop and adopt Land Development Regulations provisions specific to vulnerable areas that include best-practice development that prioritizes the natural environment and habitats, and that includes strategies for protection, accommodation, managed retreat, and avoidance of flooding impacts.
- Policy 3.3.2 Encourage the use of pervious materials for landscaping and driveways.
- Policy 3.3.3 The City will continue to require the use of erosion and sediment control during construction and project development activities.
- Policy 3.3.4 Actively seek funding for the implementation of projects and capital improvements in vulnerable areas associated adaptation strategies from sources such Federal and State grants and technical expertise assistance (in-kind); local storm water utility enterprise funds; Capital Improvement Plan prioritization; public/private partnerships; and other sources.
- Policy 3.3.5 The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from

flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.

**Objective 3.4 Site development techniques and best practices to reduce flood loss and claims**

*Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.*

- Policy 3.4.1 Develop and update land development techniques and best practices for coastal real property in flood zone designations established by the Federal Emergency Management Agency and outlined in FEMA Guidelines and the Florida Building Code. Such standards may include, but are not limited to, structural and nonstructural techniques such as low impact development and green infrastructure strategies that will enhance water quality treatment while also providing flood mitigation benefits. Best practices include flood mitigation strategies including design of elements on structures, such as electrical components, and modification of infrastructure (including utilities) and the City shall consider impacts to adjacent properties, historic properties, and infrastructure projects.
- Policy 3.4.2 The City shall continue to support the reduction of flood insurance premiums for City residents through the following actions:
1. Supporting programs and outreach which educate residents on the benefits of flood insurance, and their flood risk associated with high tide events, storm surge, flash floods, stormwater runoff, and the sea level rise;
  2. Reviewing, developing, and enhancing standards and programs to mitigate increasing flood;
  3. Coordinating with relevant stakeholders to secure access to technical assistance and support for these initiatives;
  4. Participating in the Local Mitigation Strategy update process and development of local mitigation project lists.
- Policy 3.4.3 All lowest habitable floor elevations shall comply with all applicable FEMA Floodplain Regulations and Guidelines. The City shall implement freeboard requirements consistent with or exceeding the Florida Building Code.
- Policy 3.4.4 The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.
- Policy 3.4.5 Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.

**Objective 3.5 Consistency with Florida Building Code and floodplain management regulations**

*Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.*

Policy 3.5.1 Within three (3) years of completion of the Vulnerability Assessment, the City shall review and update its Floodplain Management and Landscape Code sections incorporating data where appropriate.

Policy 3.5.2 The City's Land Development Regulations shall continue to be consistent with or more stringent than the requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R., Part 60.

**Objective 3.6 Consistency with coastal construction standards in Chapter 161, Florida Statutes**

*Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with Chapter 161.*

Policy 3.6.1 Continue to enforce the rules and regulations pertaining to the Department of Environmental Protection "Coastal Construction Control Line" and "Erosion Control Line" programs in the Land Development Regulations.

Policy 3.6.2 Continue established and ongoing programs that regulate coastal construction practices and contribute to the resilience of the built environment.

**Objective 3.7 FEMA's Community Rating System**

*The City shall continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.*

Policy 3.7.1 Link future cycles of Community Rating System scoring with completion of its 2025\_Vulnerability Assessment and Watershed Management Plan (scheduled to be completed in 2026) to incorporate sea level rise projections as outlined by FEMA in the most recent version of the National Flood Insurance Program Community Rating System Coordinator's Manual.

Policy 3.7.2 Coordinate climate, vulnerability, sustainability and resiliency activities with Community Rating System cycles to enhance and maximize community outreach activities and result in reductions in flood risk and insurance premiums for residents and businesses.

# CONSERVATION

**Goal 1** To preserve and enhance the significant natural features in Key Colony Beach.

**Objective 1.1 Air Quality**

*The City shall maintain its high air quality.*

Policy 1.1.1 The City shall maintain the current permitted land use density-intensity pattern thereby assuring congestion-free roadways.

**Objective 1.2 Water Pollution**

*Through the Land Development Regulations and Capital projects, the City shall reduce City-generated pollution of surrounding marine waters and fisheries; see also Coastal Management Objective 1.2. See policies for measurability.*

Policy 1.2.1 Based on the cost projections set forth in the stormwater management plan, the City shall amend the Capital Improvements Schedule to provide any additional funding as necessary to eliminate the 3 stormwater outfalls.

Policy 1.2.2 As a part of the development review process, the City shall continue to require on-site detention of stormwater runoff.

Policy 1.2.3 The City shall enforce the stormwater management code provisions based upon the County's regulations.

Policy 1.2.4 The City shall review and revise its development code, as necessary, to ensure adequate controls over the disposal of hazardous waste which in the case of Key Colony Beach is almost entirely household products.

Policy 1.2.5 The City shall also assist the County in publicizing its amnesty days and distributing the booklet that explains the County's hazardous waste collection and disposal program.

**Objective 1.3 Vegetation and Soil Resources/Endangered Wading Birds**

*The City shall strive to prevent the loss of the 41,000 lineal feet of mangroves.*

Policy 1.3.1 The City shall review all development permit applications in the context of the mangrove protection policies of the City and State DEP.

Policy 1.3.2 Through the Future Land Use map, the City shall assure continuation of the Conservation area at the end of 13<sup>th</sup> Street.

Policy 1.3.3 The City shall contact the County Growth Management Divisions' Environmental Office if any adverse impact is observed relative to the seagrass beds in adjacent bay waters.

#### **Objective 1.4 Wildlife and Marine Resources**

*The City shall strive to prevent the loss of sea turtle eggs and manatees. See also Objective 1.2 and 1.3*

Policy 1.4.1 The City marine patrol, working with County and State marine police, shall enforce boat speed limits in the canals and adjacent waters to protect the manatees.

Policy 1.4.2 The City's current Land Development Regulations shall include a provision that, during the nesting season, each beachfront property owner will be responsible for the daily patrol of the beach (by a person holding State and Federal permits) to determine nesting sites.

#### **Objective 1.5 Conservation of Natural Floodplains**

*To prevent impacts to natural floodplains the City shall issue no building permits unless the first habitable floor is above the flood elevations specified in the City's Land Development Regulations and appropriate FEMA rules.*

Policy 1.5.1 The City shall review (and revise as necessary) its floodplain code to ensure that new construction meets the appropriate FEMA floodplain map requirements.

#### **Objective 1.6 Water Supply Resources**

*The City shall strive to reduce water consumption over time and appropriately manage water during water shortages.*

Policy 1.6.1 In the event of water shortage, the City shall manage water use in ways consistent with the requirements of the SFWMD.

#### **Objective 1.7 Water Conservation**

*Recognizing that the City is located in an area that the SFWMD identifies as a "priority water resource caution area", the City shall strive to lower its per capita usage of potable water and will continue to work together with the FCAA and the SFWMD to reduce demand within the City for potable water.*

Policy 1.7.1: The City will promote water conservation through the enforcement of the adopted Florida Building Code which requires such items as low-volume commodes, water flow restrictions for showers and spigots and similar devices in all new construction and renovations and will comply with the appropriate water management district water use restrictions.

- Policy 1.7.2 The City shall inform residents and businesses of, and shall encourage their participation in, the County’s water conservation programs. These informational and educational programs shall include the following types of efforts:
- a. brochures and signage to be made available at City Hall;
  - b. pursuing funding through SFWMD Community Education Grant and cooperative funding programs for educational efforts such as demonstration gardens and prototype landscaping on public properties; and,
  - c. inviting speakers for forums or workshops at City Hall.
- Policy 1.7.3 The City shall adopt an Ordinance by 2028 which requires the use of water-efficient landscaping in all new development and redevelopment, and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems. Other provisions shall include the requirement that at least 50 percent of all required landscaping shall use native (or similar) or Florida Friendly plant materials to reduce water consumption.
- Policy 1.7.4 The City will continue to cooperate with the FCAA and the SFWMD in their efforts to restrict the unnecessary consumption of potable water, particularly as it relates to irrigation, lawn watering, and car washing during periods of drought, supply reduction, and other emergencies.
- Policy 1.7.5 The City will continue to cooperate with the SFWMD’s Year-Round Irrigation Conservation Measures which limits irrigation to two days per week (based on address) between the hours of 12 a.m. to 10 a.m. AND/OR 4 p.m. to 11:59 p.m. with some exceptions, as may be revised. The City will implement these standards through its own local ordinance (Ord. No. 2021-465).
- Policy 1.7.6 The City shall coordinate local water conservation education efforts with the SFWMD, the FCAA, and the Monroe County School Board.
- Policy 1.7.7 The City will encourage the use of low impact development techniques (such as the Florida Water Star<sup>SM</sup> program, which is a point based, new home certification program for water-efficient developments, similar to the federal Energy Star program).
- Policy 1.7.8 The City shall develop a leak detection and repair program for all City facilities by the end of 2030. It shall also encourage its citizens to adopt such a program for their own individual properties.

## RECREATION AND OPEN SPACE

**Goal 1:** The City shall provide a desirable level of public recreation and open space and encourage the provision of private recreation and open space.

### **Objective 1.1 Waterfront and Park Access**

*The City shall strive to preserve the existing 1,800 feet of public frontage along Shelter Bay and Vaca Cut plus full access to the City parks.*

**Policy 1.1.1** The City shall preserve (by code and Land Use Plan provisions) the Vaca Cut conservation area, the Sadowski Causeway frontage on Shelter Bay and full access to the City park system except for the hours when the public golf course and parks are closed.

### **Objective 1.2 Recreation Facilities**

*A system of public recreation facilities meeting the needs of the City's population will be maintained.*

**Policy 1.2.1** The City shall continue to provide its existing 8 acre playground and adjacent 9 hole golf course.

**Policy 1.2.2** Sunset and Eastside Parks have been added to continue to meet the diverse recreational needs of the City's population.

### **Objective 1.3 Open Space**

*The City shall preserve the two prime public/private open space tracts and open space tracts along the waters.*

**Policy 1.3.1** The City's development code shall continue to require minimum front, side and rear setbacks for all new construction including 100-foot ocean setbacks (from mean high water) and 50 feet from Vaca Cut.

**Policy 1.3.2** The City shall preserve the park adjacent to City Hall and the conservation area at the end of 13<sup>th</sup> Street.

### **Objective 1.4 Public-Private Coordination**

*The City shall ensure the coordination of public and private resources to meet recreational demand by conducting a recreational survey one year after Plan adoption.*

**Policy 1.4.1** The City shall maintain a recreation committee to determine the extent to which City, private and nearby public facilities are meeting the resident's recreational needs.

## INTERGOVERNMENTAL COORDINATION

**GOAL 1**      **The City shall establish and maintain processes to assure coordination with other governmental entities where necessary to implement this plan.**

### **Objective 1.1 Plan Impact and Implementation Coordination**

*The City shall coordinate City plan impact and implementation with Monroe County through the appropriate interlocal agreements.*

- Policy 1.1.1    The City shall continue to oversee implementation of the existing interlocal agreements (between the City and County) that deal with impact fee collection, and hurricane evacuation and damage. The City shall continue to monitor and implement interlocal agreements covering the allocation of impact fees.
- Policy 1.1.2    The City will continue to coordinate with the County on planning and implementing programs to improve the quality of Shelter and Bonefish Bays. (Culvert under US 1)
- Policy 1.1.3    The City shall assist the County in providing information to its residents concerning services provided by the County, e.g. solid waste and potable water through newspaper articles, Post Office bulletin board notices and web page posts.
- Policy 1.1.4    The City shall use the South Florida Regional Planning Council (SFRPC) mediation process should any conflicts arise relative to County coordination. .

### **Objective 1.2 Level-of-Service Standards Coordination**

*The City shall ensure level-of-service standards coordination with other governmental entities by continuing formal agreements with County Solid Waste Department and the Florida Keys Aqueduct Authority and by utilizing the County solid waste and water level of service standards.*

- Policy 1.2.1    The City shall both continue its formal agreements with the Florida Keys Aqueduct Authority and the County relative to water supply and solid waste and assist the County during its period of facility capacity problems by utilizing water conservation techniques and curbside solid waste separation.
- Policy 1.2.2    In accordance with Section 163.3180(2) (a), F.S., the City shall determine whether there will be adequate water supplies to serve the new development prior to approval of a building permit or its functional equivalent. All development is subject to the City's Concurrency Management system. The City shall track current water demand and outstanding commitments in order to determine the availability of an adequate water supply for proposed developments. The City will also ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

Policy 1.2.3 The City will maintain a water supply facilities work plan that is coordinated with SFWMD’s Lower East Coast Regional Water Supply Plan and FKAA by updating its own work plan within 18 months of an update to SFWMD’s Lower East Coast Regional Water Supply Plan that affects the City.

**GOAL 2 The City shall establish and maintain processes to assure coordination with the County and other governmental entities where necessary to address climate and flooding issues.**

**Objective 2.1 Resiliency Coordination**

*The City shall maintain and enhance coordination with the County and other entities related to infrastructure planning, resiliency and flooding analysis*

Policy 2.1.1 The City shall continue to coordinate with the County and other entities data collection and analysis related to roads planning and flooding.

Policy 2.1.2 The City shall continue to partner with the County and other entities on grant applications and development of funding sources to address City resiliency issues.

Policy 2.1.3 The City shall continue to exchange data and participate in floodplain, emergency management and resiliency initiatives with the County and other entities.

## CAPITAL IMPROVEMENTS

**GOAL 1**     **The City will undertake capital improvements that are necessary to keep its present public facilities in good condition and to accommodate new development, within sound fiscal practices.**

**Objective 1.1 The Annual Capital improvement Program Process**

*The City shall use the framework of this Element to monitor public facility needs as a basis for annual capital budget and program preparation.*

Policy 1.1.1   Staff and engineering studies shall form the basis for annual preparation of a five-year capital improvement program schedule, including one year capital budget to further the comprehensive plan elements.

Policy 1.1.2   The City shall include in the capital programming process funds available for wastewater and stormwater improvements and street repaving.

Policy 1.1.3   In setting priorities, the following types of criteria shall be used:

- Public safety implications: a project to address a threat to public health or safety will receive first priority.
- Level of service of capacity problems: next in priority would be projects needed to maintain the stated Level of Service.
- Because of the critical area status, environmental improvement projects would be next in priority.
- Quality of life projects: next in priority would be those projects not in the first 3 categories but that would enhance the quality of life which is important to Key Colony Beach and exemplified by public open space and landscaping.
- State/County and redevelopment projects: equal in importance to the quality of life projects are those that support a State or County road improvement or a revitalization project.
- Future flood risk and resiliency strategies developed in the 2025\_Vulnerability Assessment and Watershed Management Plan (to be completed in 2026).

Policy 1.1.4   The fiscal policies that reflect the Comprehensive Plan recommendations shall also be used to guide the capital programming process. They can be summarized as providing quality neighborhoods and community amenities with minimal bonding and maximum developer participation.

## **Objective 1.2 Level of Service and Concurrency**

*The City shall use the level of service standards in reviewing development applications and preparing the annual schedule of capital improvements.*

- Policy 1.2.1 Streets: A peak hour Level of Service Standard “C” Shall be maintained for arterial and collector streets.
- Policy 1.2.2 Sanitary Sewer: The City sanitary sewer collection and treatment system shall accommodate an average daily flow of at least 115 gallons per household per day.
- Policy 1.2.3 Solid Waste: The County collection and disposal system shall be able to accommodate 6 pounds per person per day.
- Policy 1.2.4 Drainage: All new development shall detain on-site, the first 1.5 inches of runoff (except  $\frac{3}{4}$  inch if vegetated swales are used) from a 3-day storm that statistically occurs once in 25 years. Existing non-structural systems (swales) shall accommodate the first one inch.
- Policy 1.2.5 Potable Water: The Florida Keys Aqueduct Authority’s water distribution system shall provide 127.08 gallons per person per day average (and 158.86 peak day).

## **Objective 1.3 Infrastructure in Coastal High Hazard Area**

*No funds will be spent by the City for sewer main or street extensions (or capacity increases) in order to avoid subsidizing new development in the coastal high hazard area.*

- Policy 1.3.1 The City’s five-year capital improvement schedule shall not include road or sewer line projects that serve to increase land use intensity beyond what is now platted or shown on the Land Use Plan.

## **Objective 1.4 Concurrency**

*The City shall ensure the provision of public facilities concurrent with development through a current concurrency management system.*

- Policy 1.4.1 The Land Development Regulations includes a provision which requires developers to provide facilities concurrent with the impacts of development and in compliance with level of service standards.
- Policy 1.4.2 The City shall continue to implement the sewer line rehabilitation plan to assure adequate facilities commensurate with projected growth.
- Policy 1.4.3 The City of Key Colony Beach recognizes that the FKAA provides their potable water and the necessary water facilities to serve existing and future development with the City’s water service area. The City will support and coordinate with the

FKAA, as necessary, to assist in the implementation of FKAA’s Capital Improvements projects for a period of not less than 10 years.

Policy 1.4.4 The City of Key Colony Beach recognizes that it relies upon the FKAA facilities for the provision of potable water for its residents, businesses and visitors, and as such the continued supply of potable water will be dependent upon all local governments striving to maintain demand for potable water at sustainable levels. As such, the City will:

- a. Continue to maintain relationships with the SFWMD and the FKAA to maintain or reduce potable water consumption thorough education, conservation, and participation in ongoing programs of the region, county and city including coordinating local conservation education efforts with the SFWMD and the FKAA programs.
- b. Require landscaping in all new development or redevelopment to use water-efficient landscaping and require functioning rain-sensor devices on all automatic irrigation systems on both new and existing systems.
- c. Recognizing that the City is located in an area that the SFWMD identifies as a “priority water resource caution area”, the City shall strive to lower its per capita usage of potable water below 127.08 gallons per capita per day (gpcpd) and will continue to work together with the FKAA and the SFWMD to reduce demand within the City for potable water.
- d. The City shall inform residents and businesses of, and shall encourage their participation in, all FKAA and SFWMD water conservation programs.

### **Objective 1.5 Funding Capital Improvements**

*The current development code (and related City code provisions) shall achieve a concurrency management system that includes connection fees, impact fees and County infrastructure sales tax grants that is sufficient to assure conformance with elements of this plan.*

Policy 1.5.1 City impact fees for parks shall be allocated in conformance with the City-County inter-local agreement and the implementation recommendations of this Element.

Policy 1.5.2 The building permit review process shall continue to require on-site detention.

Policy 1.5.3 Public sewer and water connection shall be required in the case of all new development; developer financial participation shall be required by connection fees.

Policy 1.5.4 The concurrency management system shall require direct development provisions of facilities if one of these other policies is insufficient to achieve concurrency.

## **IMPLEMENTATION**

### **A. Five-Year Schedule of Capital Improvements**

The schedule may be revised every year by ordinance without requiring a comprehensive Plan Amendment.

### **B. Programs**

The principal programs needed to implement this Element are as follows:

1. An annual capital programming and budgeting process including use of project selection criteria.
2. Engineering studies to a) prepare storm water outfall removal schedule and b) pinpoint the costs of any projects such as the possible sewage treatment plant expansion.
3. Review and revisions to the development code shall assure conformance to the “concurrency” requirements relative to development orders, levels of service and public facility timing.
4. Impact fees.

### **C. Concurrency Management**

The City’s current Land Development Regulations have been amended to include a concurrency management system that meets the state requirements.

**City of Key Colony Beach  
Five Year Schedule of Capital Improvements (Draft)**

Project	Funding Source	FY 2024-2025	FY 2025-2026	FY 2027-2028	FY 2028-2029	FY 2029-2030	Total Cost
<b>Wastewater Treatment Plant Improvements</b>							
<b>600 8th Street</b>							
Replace UV Contact Tank – COMPLETED		\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	
Aerobic digester access stair replacement – COMPLETED		\$ 75,000.00	\$ -	\$ -	\$ -	\$ -	
Lift station control boxes raised		\$ -	\$ -	\$ 42,000.00	\$ -	\$ -	
Yearly replacement of pumps/motors		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	
Paint exterior of tanks, buildings, and piping		\$ -	\$ 90,000.00	\$ 90,000.00	\$ 20,000.00	\$ 20,000.00	
Membrane replacement		\$ -	\$ 245,000.00	\$ -	\$ -	\$ -	
Coating of effluent holding tank		\$ -	\$ -	\$ 125,000.00	\$ -	\$ -	
Additional lift station control boxes raised		\$ -	\$ 40,000.00	\$ -	\$ -	\$ -	
Replace RO Membranes		\$ -	\$ 25,000.00	\$ -	\$ -	\$ -	
Alum feed system		\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	
Jet aeration system		\$ -	\$ -	\$ 60,000.00	\$ -	\$ -	
Digester tank		\$ -	\$ -	\$ 350,000.00	\$ -	\$ -	
Additional lift station control boxes raised		\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	
Control room - electronics update		\$ -	\$ -	\$ -	\$ 40,000.00	\$ 300,000.00	
Digester biosolid pumps		\$ -	\$ -	\$ -	\$ -	\$ -	
Replace diesel generator for back up power		\$ -	\$ -	\$ -	\$ -	\$ 750,000.00	
Update or replace RO building		\$ -	\$ -	\$ -	\$ 350,000.00	\$ 450,000.00	
Replace storage tank		\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	
Replace odor control system		\$ -	\$ -	\$ -	\$ -	\$ 1,500,000.00	
Sub-total costs		\$ 595,000.00	\$ 410,000.00	\$ 777,000.00	\$ 420,000.00	\$ 1,500,000.00	\$ 3,442,000.00
<b>Stormwater Drainage Improvements</b>							
Stormwater improvements for 7th street and dry retention pond improvements - COMPLETE		\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	
Injection wells for elimination of remaining outfalls and street stormwater improvements for 11th street		\$ -	\$ -	\$ 800,000.00	\$ 800,000.00	\$ -	
Stormwater improvements for 12th street		\$ -	\$ -	\$ -	\$ 600,000.00	\$ 600,000.00	
Stormwater improvements for East and West Ocean		\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	
Stormwater Utility Maintenance/Improvements		\$ 1,000,000.00	\$ 100,000.00	\$ 900,000.00	\$ 1,500,000.00	\$ 2,200,000.00	
Subtotal costs		\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Parks and Recreation</b>							
Tennis court new location support funding - COMPLETE		\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	
Pedestrian and bicycle safety improvements - 2022 TA		\$ -	\$ -	\$ 40,000.00	\$ -	\$ -	
Riprap improvements Sunset Park for erosion mitigation		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	
Yearly park improvements		\$ -	\$ -	\$ -	\$ -	\$ -	
7th & 8th Street Bathrooms		\$ 250,000.00	\$ 300,000.00	\$ 340,000.00	\$ 300,000.00	\$ 150,000.00	
Subtotal costs		\$ -	\$ -	\$ -	\$ -	\$ -	



**UTILITY BOARD - FISCAL YEAR 2024-2025 BUDGET**

**Summary of potential projects for FY2026 (Draft)**

**Wastewater**

Item	Description	Cost	Comments
1	Purchase and install 4 cassettes membranes (veolia)	\$250,000.00	Last replaced in May 2017, additional replacement needed for 2027, Maintenance
2	Pipe stand trellis for MBR processing piping, replace rusting steel stand	\$75,000.00	2025 Maintenance
3	Lift station control boxes being raised	\$42,000.00	2027 Flood Mitigation Grant - DEP
4	Yearly repair or if needed replacement of pumps and motors	\$75,000.00	2025-2030 Maintenance Each year.
5	Sewer system return system- leak corrections	\$70,000.00	2026 Maintenance
6	Sewage pumping system update (grinder pump and control panel)	\$40,000.00	TBD Maintenance
7	Painting Buildings and Equipment - Phase 1	\$75,000.00	2026 Maintenance
8	ISAM Tank Baffle replace	\$25,000.00	TBD Maintenance
	<b>Total</b>	<b>\$652,000.00</b>	<b>(Plant \$540,000, System \$112,000)</b>

**Stormwater**

Item	Description	Cost	Comments
1	Stormwater improvements wet retention pond - Phase I work, quote and approve Phase II work, evaluate timing and grant funding	\$482,756.00	2025 Grant funding remaining
	<b>Total</b>	<b>\$482,756.00</b>	

## PROPERTY RIGHTS

**GOAL 1**     **The City shall recognize and respect all judicially acknowledged or constitutionally protected private property rights when making local decisions.**

**Objective 1.1 Recognition of Private Property Rights**

*Decisions made by the City shall reflect the private property rights of each land owner.*

Policy 1.1.1    Local decisions made by the City shall consider the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.1.2    Local decisions made by the City shall consider the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances

Policy 1.1.3    Local decisions made by the City shall consider the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.1.4    Local decisions made by the City shall consider the right of a property owner to dispose of his or her property through sale or gift.

## **MONITORING, UPDATING AND EVALUATION PROCEDURES CITY OF KEY COLONY BEACH**

### **1. Citizen Participation:**

In conjunction with one of the plan amendment cycles, the Planning and Zoning Committee shall ~~annually~~ conduct a public hearing on the Comprehensive Plan at least every ~~five~~ seven years ~~starting in 2021~~. A status report shall be provided by the Committee Chair and then citizen comment shall be solicited. This meeting shall be publicized by a legal notice in the newspaper plus efforts to have web page notification, a news story and Post Office bulletin board announcement. The Committee will then submit a report on the status of the Plan to the Mayor and City Commission. This report may be accompanied by recommended amendments, using the normal plan amendment process.

### **2. Data and Objectives Update:**

As a part of the annual meeting(s), pertinent measurable objectives and policies will be the subject of review and comment by the Committee Chair.

### **3. Seven -Year Review:**

The Mayor or City Administrator shall designate the person or consultant responsible for preparation of the Evaluation and Appraisal Analysis in conformance with statutory requirements and with special emphasis on the extent to which the Plan objectives and policies have been achieved and are in compliance with state laws.

### **4. Revised Objectives and Policies:**

The Mayor or City Administrator shall designate the person or consultant to prepare draft amendments to the goals, measurable objectives and policies based upon the above process. The citizen participation procedures used in preparing the Plan (plus any future modifications thereto) shall be used in amending these recommendations of the Comprehensive Plan.

### **5. Data & Analysis**

The Data and Analysis required to comply with the 10- and 20-year planning horizons are included as appendices along with the Key Colony Beach staff report and are duly incorporated as part of this Comprehensive Plan.

# City of Key Colony Beach

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



## Staff Report

To: Key Colony Beach Planning & Zoning / City Commission / Florida Commerce

From: Staff

Date: November 15, 2025

Subject: Comprehensive Plan Amendment – Evaluation & Appraisal Update

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## I. Background

The City of Key Colony Beach is required by Chapter 163, Florida Statutes, to maintain a Comprehensive Plan consistent with the Florida Community Planning Act. This includes evaluating demographic, housing, infrastructure, and environmental data on both 10-year and 20-year planning horizons.

Unlike many mainland communities, Key Colony Beach is largely built out and constrained by geography, sea-level rise vulnerability, and infrastructure capacity. Population growth is not expected, and in fact minor population decline may occur due to smaller household sizes, seasonal residency patterns, and redevelopment trends.

Additionally, the Florida Keys Area of Critical State Concern Annual Reports (2012–2016) confirm that Key Colony Beach does not have (nor does it require) an adopted building permit allocation system within its Comprehensive Plan. Other Keys jurisdictions (Marathon, Islamorada, Monroe County, Key West, and Layton) all operate under allocation limits tied to hurricane evacuation clearance times. Because Key Colony Beach has no allocations established in rule or plan, no significant additional growth is anticipated that would alter LOS capacity.

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## II. Data & Analysis

### Population

#### Historical Population Trends

According to the U.S. Decennial Census, Key Colony Beach experienced significant growth between 1960 and 1980, followed by a long period of stability and slight decline.

Census Year	Population	% Change
1960	66	–
1970	371	+462.1%
1980	977	+163.3%
1990	977	0.0%
2000	788	–19.3%

2010	797	+1.1%
2020	790	-0.9%

Source: U.S. Decennial Census, 1960–2020

### Planning Horizon Projections

(Based on BEBR medium series, adjusted for local seasonal trends)

Year	Permanent Population	Seasonal Population (Peak)
2025 (current)	~800	1,500–2,000
2035 (10-year)	~770	1,500–2,000
2045 (20-year)	~750	1,500–2,000

#### Analysis:

- The City’s permanent population has remained under 1,000 residents for 40+ years.
- Seasonal population peaks remain the primary LOS planning factor.
- Because Key Colony Beach has no building rights allocations as it relates to ROGO, there is no anticipated growth that would trigger LOS deficits.

#### Housing

- Existing units: ~1,400 total (with 636 transient rentals reported in 2025).
- Vacancy: High seasonal vacancy rates (approx. 50%).
- Vacant parcels: ~34, valued at \$88.4 million in 2025 estimates.

#### Level of Service (LOS) Analysis

##### 10-Year Horizon (2035)

- **Water supply:** Capacity exceeds projected demand.
- **Wastewater:** Advanced treatment system meets current and future demand.
- **Solid waste:** Contract service scales to demand; no deficits.
- **Recreation/Open Space:** LOS improves per capita with population decline.
- **Transportation:** Evacuation modeling governs growth, LOS will remain stable.

##### 20-Year Horizon (2045)

- **Water supply:** Continued capacity surplus.
- **Wastewater:** Advanced treatment system meets current and future demand.

- **Solid waste:** Adequate through contract scaling.
- **Recreation/Open Space:** Increased per capita provision.
- **Transportation:** US-1 hurricane evacuation clearance time remains the governing factor; LOS will remain stable.

**Conclusion:** With the limited potential for development, and primary focus on redevelopment, LOS standards will continue to be met through both the 10-year and 20-year planning horizons.

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### **Environmental & Coastal Considerations**

- Growth limits tied to hurricane evacuation clearance times.
- City investment in advanced wastewater treatment and stormwater utility projects support water quality goals.
- Focus of comprehensive plan amendments should remain on resiliency, drainage improvements, and storm-hardening.

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### **III. Consistency**

- Amendments are consistent with Florida Statutes, Monroe County regional resiliency frameworks, and the City's adopted LOS standards.
- Because Key Colony Beach is close to buildout and is limited on new residential growth, the City is not expected to expand infrastructure capacity, only maintain it. Further improvements planned to existing infrastructure through Capital Improvements and technological improvements will increase projected LOS.

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### **IV. Staff Recommendation**

Staff recommends approval of the proposed Comprehensive Plan amendments, as they:

1. Reflect accurate population trends (stable to declining).
2. Demonstrate LOS compliance for both 10-year and 20-year horizons.
3. Emphasize resiliency and infrastructure maintenance rather than expansion.
4. Recognize the limiting factor of building rights that hinders future growth.
5. Ensure consistency with State requirements for hurricane evacuation clearance times.

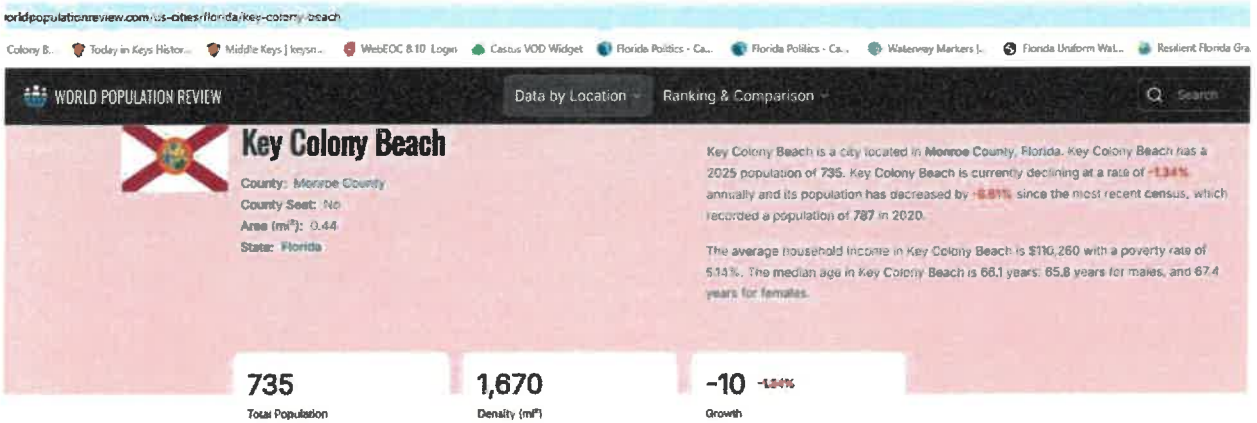
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### **Attachments**

1. Population projections (BEBR/WPG/State sources).

## 2. SFWMD Water Supply Projections (Monroe County).

### 1. Population Projections:



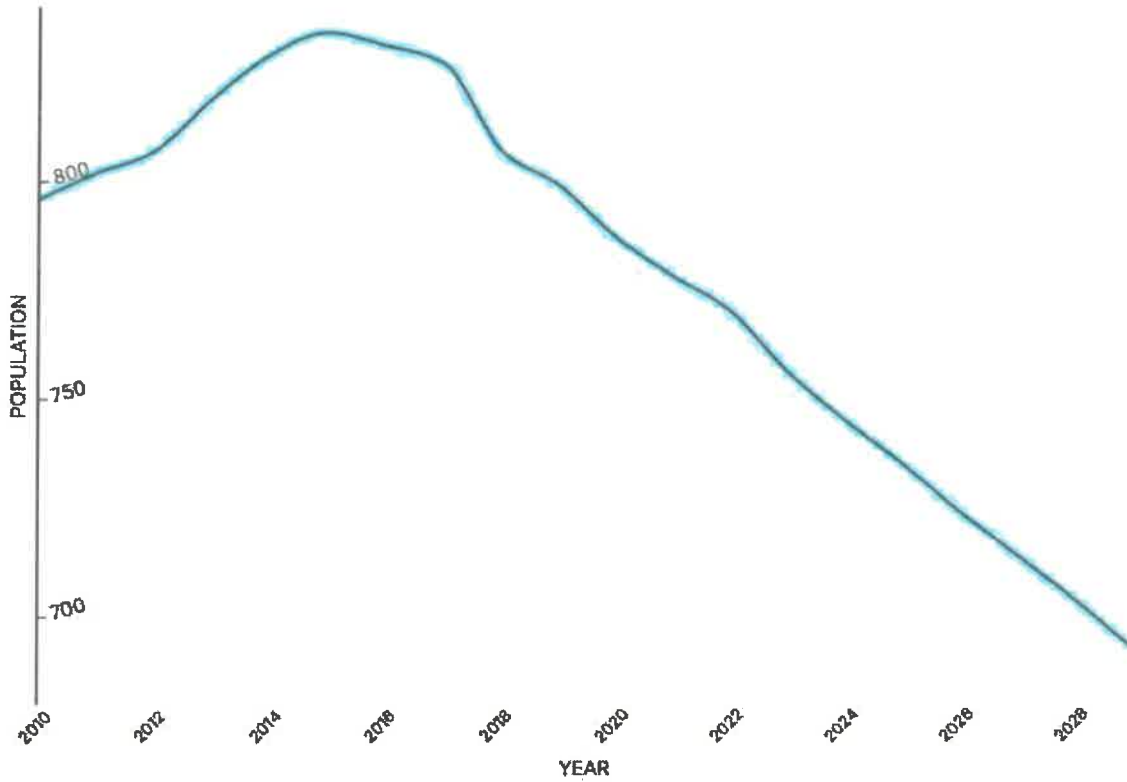
World Population Review data, 2025

# Key Colony Beach Population

By Population By Age By Growth Rate

## Key Colony Beach Population

Data after 2023 is projected based on recent change



World Population Review - Key Colony Beach Projected Population through 2028

## Projections of Florida Population by County, 2025–2045, with Estimates for 2020

County and State	Estimates April 1, 2020	Projections, April 1				
		2025	2030	2035	2040	2045
Lee	750,493	829,303	894,597	948,834	996,086	1,038,511
Leon	299,484	312,338	323,012	331,425	338,510	344,579
Levy	41,699	43,115	44,260	45,176	45,947	46,650
Liberty	8,575	8,848	9,068	9,229	9,354	9,459
Madison	18,954	19,038	19,114	19,181	19,242	19,298
Manatee	398,503	437,640	470,632	498,045	522,641	544,365
Marion	368,135	394,914	417,138	434,244	448,104	459,981
Martin	161,301	170,496	177,612	183,467	188,675	193,311
Miami-Dade	2,832,794	2,992,713	3,128,267	3,234,615	3,322,226	3,398,177
<b>Monroe</b>	<b>77,823</b>	<b>78,799</b>	<b>79,424</b>	<b>79,793</b>	<b>80,020</b>	<b>80,159</b>

Florida Demographic Estimating Conference, March 2021 and the University of Florida, Bureau of Economic and Business Research, Florida Population Studies, Volume 54, Bulletin 189, April 2021.

## Projections of Florida Population by County, 2025–2050, with Estimates for 2023

County and State	Estimates April 1, 2023	Projections, April 1					
		2025	2030	2035	2040	2045	2050
MIAMI-DADE	2,768,954						
Low		2,673,300	2,663,100	2,630,800	2,587,800	2,543,600	2,501,800
Medium		2,814,000	2,910,500	2,981,000	3,035,500	3,083,200	3,127,200
High		2,954,700	3,157,900	3,331,300	3,483,200	3,622,700	3,752,700
MONROE	84,511						
Low		80,300	78,400	76,000	73,300	70,700	68,100
Medium		85,400	87,100	88,100	88,600	88,900	89,000
High		90,600	95,800	100,200	103,900	107,100	110,000

University of Florida Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.

2. SFWMD Water Supply Projections (Monroe County):

Table A-3. Continued.

PS Utility	Net (Finished) Demand – Average Rainfall Conditions (mgd)						
	2020	2021	2025	2030	2035	2040	2045
Miami-Dade County							
Americana Village	0.23	0.23	0.23	0.23	0.23	0.23	0.23
Florida City	2.10	2.16	2.54	2.88	2.97	3.06	3.36
Homestead	11.74	13.32	13.80	14.37	14.89	15.37	15.83
MDWASD	306.97	307.31	317.91	329.18	340.68	351.52	360.34
North Miami	6.69	6.58	6.75	6.96	7.17	7.31	7.34
North Miami Beach	18.89	19.00	19.25	21.05	22.10	22.98	24.44
<b>Miami-Dade County Total</b>	<b>346.62</b>	<b>348.59</b>	<b>360.48</b>	<b>374.66</b>	<b>388.04</b>	<b>400.47</b>	<b>411.54</b>
Monroe County							
FCAA	18.29	18.39	18.52	18.66	18.75	18.80	18.85
<b>Monroe County Total</b>	<b>18.29</b>	<b>18.39</b>	<b>18.52</b>	<b>18.66</b>	<b>18.75</b>	<b>18.80</b>	<b>18.85</b>
Palm Beach County							

South Florida Water Management District water use projections for Monroe County through 2045. 2023-24 Lower East Coast Water Supply Plan Update, SFWMD. With a population not projected to increase, and a steady water supply, LOS needs through 2045 will be met with little if any change.



## Business Impact Estimate

*This form should be included in 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. 2026-508], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING ORDINANCE 2025-497 FUTURE LAND USE POLICY 1.5.1 FOR A SCRIVENOR'S ERROR REGARDING PLAN DENSITIES FOR COMMERCIAL, RESORT, AND PUBLIC BUILDINGS THE INTENSITY SHALL BE AT LEAST 20% OF THE LOT; 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 is a corrective measure addressing a scrivener's error i plan densities for commercial, resort, and public buildings.

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.



Published Weekly  
Marathon, Monroe County, Florida

**PROOF OF PUBLICATION**

STATE OF FLORIDA  
COUNTY OF MONROE

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

March 5, 2026

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

Sworn to and subscribed before me  
this 5 day of MAR, 2026.  
(SEAL)

Notary



*City of Key Colony Beach*



**CITY OF KEY COLONY BEACH  
NOTICE OF CODE AMENDMENT HEARING  
"SECOND/FINAL READING  
OF ORDINANCE NO. 2026-508"**

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, March 19th, 2026, 3:30 PM  
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. 2026-508], entitled: "AN ORDINANCE OF THE CITY OF KEY COLONY BEACH, FLORIDA; AMENDING ORDINANCE 2025-497 FUTURE LAND USE POLICY 1.5.1 FOR A SCRIVENOR'S ERROR REGARDING PLAN DENSITIES FOR COMMERCIAL, RESORT, AND PUBLIC BUILDINGS THE INTENSITY SHALL BE AT LEAST 20% OF THE LOT; 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](http://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, March 19th, 2026**, but wish to comment, please direct correspondence to the City Clerk, P.O. Box 510141, Key Colony Beach, FL 33051, and your comments will be entered into the record.

To be published: On or before March 9th, 2026  
City Clerk  
City of Key Colony Beach, Florida

Publish: March 5, 2025. The Weekly Newspapers



Published Weekly  
Marathon, Monroe County, Florida

**PROOF OF PUBLICATION**

**STATE OF FLORIDA  
COUNTY OF MONROE**

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Sworn to and subscribed before me this 5 day of MAR 2026.  
(SEAL)

  
Notary

CITY OF KEY COLONY BEACH  
NOTICE OF CODE AMENDMENT HEARING  
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To be published: On or before March 9th, 2026  
City Clerk  
City of Key Colony Beach, Florida  
Publish:  
March 5, 2027  
The Weekly Newspapers



**ORDINANCE NO. 2026-509**

**AN ORDINANCE OF KEY COLONY BEACH, FLORIDA, ADDING SECTION 6-45 SEAWALL CONDITIONS; COMPLIANCE REQUIREMENTS; ENFORCEMENT TO CHAPTER 6 BUILDINGS, ARTICLE II DANGEROUS STRUCTURES; ADDING SECTION 9-13 CONCERNING VIOLATIONS OF SECTION 6-45 FOR BUSINESS TAX RECEIPTS PURPOSES TO CHAPTER 9 BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS, ARTICLE I IN GENERAL; AMENDING SECTION 9-28 CONCERNING VIOLATIONS OF SECTION 6-45 FOR RESIDENTIAL RENTALS TO CHAPTER 9 BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS, ARTICLE II RESIDENTIAL RENTALS; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING 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**, the City follows its Code of Ordinances to promote safety for all residents and properties; and

**WHEREAS**, the City has canals and waterfront lots that depend on properly maintained seawalls to keep its residents, visitors, and properties safe and stable; and

**WHEREAS**, if seawalls deteriorate, are unsafe, fail, or are not properly maintained, the same could lead to flooding, collapse, and damage to properties and their adjoining properties; and

**WHEREAS**, the City deems it necessary to amend its Code to add language regarding seawalls to ensure they are maintained properly by property owners in the City to ensure the safety of all residents, visitors, and properties.

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

**Section 1: Recitals**

The above recitals are true and correct.

**Section 2: Adding Section 6-45 to Chapter 6 of the Code of Ordinances**

Sec. 6-45. – Seawall Conditions; Compliance Requirements; Enforcement.

(a) Seawalls as Structures.

Seawalls, bulkheads, revetments, and similar shoreline retaining systems shall be deemed structures for purposes of this Chapter and subject to inspection, regulation, and enforcement by the City.

(b) Notice of Unsafe or Deteriorated Seawall.

Upon determination by the Building Official or City Engineer that a seawall is deteriorated, damaged, failing, or otherwise unsafe, written notice shall be issued by the Code Official to the property owner identifying deficiencies and required corrective actions.

(c) Compliance Timeline.

Recognizing that seawall repair or replacement often requires engineering, permitting, and contractor availability, the following mandatory compliance timeline shall apply unless modified in writing by the Building Official for good cause shown:

1. Within fifteen (15) days of notice:  
The property owner shall install temporary safety measures, which may include fencing, warning signage, restricted access, or temporary shoring, sufficient to protect the public, occupants, guests, and adjacent properties.
2. Within sixty (60) days of notice:  
The property owner shall retain a Florida-licensed professional engineer to inspect the seawall and submit a written engineering evaluation and repair or replacement plan to the Building Department.
3. Within one hundred twenty (120) days of notice:  
The property owner shall submit all required permit applications, including City permits and, if applicable, permits from the Florida Department of Environmental Protection (DEP) and/or the U.S. Army Corps of Engineers.
4. Within twelve (12) months of permit approval:  
All seawall repairs or replacement shall be fully completed and approved by the City.
5. Extensions:  
The Building Official may grant reasonable extensions where the owner demonstrates documented progress, active permitting, contractor scheduling, and continued maintenance of safety measures.

(d) Engineering Oversight and Inspections.

1. All seawall repair or replacement plans shall be prepared, signed, and sealed by a Florida-licensed professional engineer.
2. The Building Department shall review all plans prior to permit issuance.
3. Inspections shall be required during and after construction to ensure compliance

with:

- a. Structural safety standards
- b. Hurricane and flood resistance requirements
- c. Drainage and erosion control standards
- d. Applicable City, State, and Federal regulations

(e) Business Tax Receipts and Vacation Rental Licenses.

For properties holding a Vacation Rental License or Business Tax Receipt, failure to comply with this Section 6-45, including failure to submit an engineering plan or adhere to the compliance timeline, shall constitute grounds for the immediate non-refundable revocation and non-renewal of such licenses until full compliance is achieved.

### **Section 3: Adding Section 9-13 to Chapter 9 of the Code of Ordinances**

Sec. 9-13. – Revocation and Non-Renewal of Business Tax Receipts for Failure to Comply with Section 6-45.

If any person or entity conducts activities under a Business Tax Receipt at a property that is in violation of Section 6-45, including failure to submit an engineering plan or adhere to the compliance timeline, such violation shall constitute a violation of this Chapter 9, Article I, and shall further constitute grounds for the immediate and non-refundable revocation or non-renewal of said Business Tax Receipt until full compliance with Section 6-45 is achieved.

### **Section 4: Amending Section 9-28 of Chapter 9 of the Code of Ordinances**

Sec. 9-28. - Violations.

(a) Violations of the provisions of the ordinance from which this article derives shall be punishable by a fine of up to five hundred dollars (\$500.00) per day, and may result in a suspension or revocation of a vacation rental license.

(b) A rental license shall be automatically suspended for nonpayment of a fine after due. Upon payment of the fine, the registration shall be reinstated.

(c) A certificate of completion of a property manager or local contact person may be suspended or revoked upon violation of this article by the actions of the property manager or local contact person.

(d) All holders of rental licenses shall be current on payment of city fees, including, but not limited to stormwater and sewer. Failure to pay when due shall be cause for referral to the code enforcement board, which shall, in addition to other fines and penalties set forth in subsection (a) above, have the power to suspend or revoke the rental license.

(e) Any violation of Section 6-45, including failure to submit an engineering plan or adhere to the compliance timeline, shall constitute a violation of this Chapter 9, Article II, and shall further constitute grounds for the immediate and non-refundable revocation or non-renewal of all registrations and permits hereunder until full compliance with Section 6-45 is achieved.

**Section 5: 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 6: Inclusion in the Code of Ordinances and Land Development Regulations**

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

**Section 7: Effective Date**

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

**FIRST READING** by the City of Key Colony Beach City Commission on this 19th day of February 2026.

Mayor Freddie Foster	NO _____	YES <u>  x  </u>
Vice-Mayor Doug Colonell	NO _____	YES <u>  x  </u>
Commissioner Tom Harding	NO _____	YES <u>  x  </u>
Commissioner Tom DiFransico	NO _____	YES <u>  x  </u>
Commissioner Kirk Diehl	NO _____	YES <u>  x  </u>

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 19<sup>th</sup> day of March 2026.

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

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 19th day of March 2026.**

\_\_\_\_\_  
Freddie Foster, 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 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. 2026-509], entitled: "AN ORDINANCE OF KEY COLONY BEACH, FLORIDA, ADDING SECTION 6-45 SEAWALL CONDITIONS; COMPLIANCE REQUIREMENTS; ENFORCEMENT TO CHAPTER 6 BUILDINGS, ARTICLE II DANGEROUS STRUCTURES; ADDING SECTION 9-13 CONCERNING VIOLATIONS OF SECTION 6-45 FOR BUSINESS TAX RECEIPTS PURPOSES TO CHAPTER 9 BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS, ARTICLE I IN GENERAL; AMENDING SECTION 9-28 CONCERNING VIOLATIONS OF SECTION 6-45 FOR RESIDENTIAL RENTALS TO CHAPTER 9 BUSINESS TAXES, PERMITS AND BUSINESS REGULATIONS, ARTICLE II RESIDENTIAL RENTALS; 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;
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- 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 establishes compliance requirements and enforcement measures for seawall conditions.

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.



Published Weekly  
Marathon, Monroe County, Florida

**PROOF OF PUBLICATION**

STATE OF FLORIDA  
COUNTY OF MONROE

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HEARING  
"SECOND/FINAL READING OF  
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DATE/TIME: Thursday, March 19th,  
2026, 3:30 PM  
LOCATION: City of Key Colony  
Beach, Marble Hall, 600 W. Ocean  
Dr., Key Colony Beach.  
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heard by the City Commission  
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entitled: "AN ORDINANCE OF  
KEY COLONY BEACH, FLORIDA,  
ADDING SECTION 6-45 SEAWALL  
CONDITIONS; COMPLIANCE  
REQUIREMENTS; ENFORCEMENT  
TO CHAPTER 6 BUILDINGS;  
ARTICLE II DANGEROUS  
STRUCTURES; ADDING SECTION  
9-13 CONCERNING VIOLATIONS OF  
SECTION 6-45 FOR BUSINESS TAX  
RECEIPTS PURPOSES TO CHAPTER  
9 BUSINESS TAXES, PERMITS AND  
BUSINESS REGULATIONS; ARTICLE I  
IN GENERAL; AMENDING SECTION  
9-28 CONCERNING VIOLATIONS OF  
SECTION 6-45 FOR RESIDENTIAL  
RENTALS TO CHAPTER 9 BUSINESS  
TAXES, PERMITS AND BUSINESS  
REGULATIONS; ARTICLE II  
RESIDENTIAL RENTALS; 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](http://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, March  
19th, 2026, but wish to comment,  
please direct correspondence to  
the City Clerk, P.O. Box 510141, Key  
Colony Beach, FL 33051, and your  
comments will be entered into  
the record.  
To be published: On or before  
March 9th, 2026  
City Clerk - City of Key Colony  
Beach, Florida  
Publish:  
March 5, 2026  
The Weekly Newspapers

**ORDINANCE NO. 2026-510**

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

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

**WHEREAS**, the quarterly and monthly rates were increased on September 18<sup>th</sup>, 2025; and

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

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

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

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

**Section 1: Recitals**

The above recitals are true and correct.

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

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

**CHAPTER 14. SEWERS AND SEWAGE DISPOSAL**

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

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

Residential living unit . . .	\$74.00 (\$222.00/quarter)
Apartment and condominium living unit.	\$74.00 (\$222.00/quarter)
<u>Marina pump-out sewer connections (per houseboat)</u>	<u>\$37.00 (\$111.00/quarter)</u>

All commercial accounts, per 100 gallons of water consumed \$2.47  
Or a minimum of \$74.00 per unit monthly, whichever is greater.  
User of sewer system facilities not otherwise listed above to be determined by use factors.

Monthly rates and charges listed above shall be effective ~~October 1, 2025~~, April 1<sup>st</sup>, 2026.

**Section 3: Severability and Conflict**

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

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

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

**Section 5: Effective Date**

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

**FIRST READING** by the City of Key Colony Beach City Commission this 19<sup>th</sup> day of March 2026.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**SECOND READING AND DULY ADOPTED** by the City of Key Colony Beach City Commission on this 16<sup>th</sup> day of April 2026

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

**DULY PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KEY COLONY BEACH, FLORIDA, this 16<sup>th</sup> day of April.**

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

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

*Approved as to form and legal sufficiency:*

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

**RESOLUTION NO. 2026-03**

**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. (Additions to the fee schedule are underlined; deletions are ~~crossed out.~~)

**Section 3.** That the City Commission of the City of Key Colony Beach, Florida, hereby approves Resolution 2026-03.

**Section 4.** That the City Commission 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 March 19, 2026.

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

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

\_\_\_\_\_  
Mayor Foster, City of Key Colony Beach

ATTEST:

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

(City Seal)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dirk Smits, City Attorney

# EXHIBIT A

CITY OF KEY COLONY BEACH  
 SCHEDULE OF VIOLATIONS AND PENALTIES  
 PURSUANT TO SECTION 1-10

<b>*CITY CODE SECTION</b>	<b>ITEM IN VIOLATION</b>	<b>*PENALTY AMOUNT</b>
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	\$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 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 <sup>st</sup> violation) (2 <sup>nd</sup> and subsequent violations)	Warning \$250.00 per day
11-5	False burglar alarm (1 <sup>st</sup> violation) (2 <sup>nd</sup> violation) (3 <sup>rd</sup> violation) (4 <sup>th</sup> 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 <u>without permit</u>	\$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	\$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
<del>△New 9-22; 9-28</del>	Short term vacation rental w/out license	\$250.00 per day
<del>△New 9-24; 9-28</del>	Short term vacation rental less than 7 days	\$250.00 per day
<del>△New 9-25;9-28</del>	Short term rental w/ excessive number of tenants	\$250.00 per day
<del>△New</del>	Short term rental—cleaning not acceptable	\$250.00 per day
<del>△New 9-22; 9-28</del>	2 <sup>nd</sup> violation for short term vacation property	\$250.00 per day, and license suspension for 30 days.
<del>△New 9-22 9-28</del>	3 <sup>rd</sup> violation for short term vacation property	\$250.00 per day, and license suspension for 1 year.
<del>△New 6-32; 6-34</del>	Dangerous structures posing safety risk	\$250.00 per day
<del>△New 6-59</del>	Violation of recreation vehicle parking ordinance	\$200.00 per day
<del>△New 9-22; 9-28</del>	Long term rental w/out rental license	\$250.00 per day
<del>△New</del>	Long term rental w/ excessive number of tenants	\$250.00 per day
<del>△New</del>	Long term rental—cleaning not acceptable	\$250.00 per day
<del>△New 9-22; 9-28</del>	2 <sup>nd</sup> violation for long-term property	\$250.00 per day, and license suspension for 30 days.
<del>△New 9-22; 9-28</del>	3 <sup>rd</sup> violation for long-term property	\$250.00 per day, and license suspension for 1-year.
<del>△New1-10</del>	Subleasing dock space	\$250.00 per day
<del>△New</del>	Permit fee for Solar Panel Installation	\$250.00 **additional 2.5% State surcharge
<del>***F.S. §117.05</del>	Notary Fees	Notary Services are provided for City-related business at no cost. No other Notary Services will be provided.
<del>6-45; 9-13; 9-28</del>	<u>Unsafe or Deteriorated Seawall Violation</u>	<u>\$250.00 per day;</u> <u>Revocation/non-renewal of Business Tax Receipt;</u> <u>Revocation/non-renewal of Vacation Rental License</u>

\*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 \$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.**

**RESOLUTION NO. 2026-04**

**A RESOLUTION OF THE CITY OF KEY COLONY BEACH BOARD OF COMMISSIONERS, FLORIDA, ADOPTING THE 2026 COUNTY WATERSHED MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Key Colony Beach participates in the National Flood Insurance Program (NFIP) Community Rating System (CRS) program, which provides premium discounts for qualifying NFIP policy-holders within the Special Flood Hazard Area (SFHA); and

**WHEREAS**, the CRS program awards a “class rating” based on points achieved equating to a premium discount with each class improvement, starting from a Class 10 (lowest level of participation) to Class 1 (highest level of participation), translating into an additional 5% premium discount; and

**WHEREAS**, the 2025 Coordinator’s Manual for the CRS program includes a series of credits, including an option for producing a Watershed Master Plan, which requires rainfall, sea level rise, and tidal flooding evaluation; and

**WHEREAS**, a qualified Watershed Master Plan is a mandatory prerequisite for CRS Class 4 or better status and requires meeting or exceeding the criteria outlined in the 2025 Coordinator’s Manual; and

**WHEREAS**, the CRS Watershed Management Plan – Prerequisites for Section 452b require an evaluation of current and future flood conditions impacting the local drainage system during multiple rainfall events and the impacts of sea level rise or tidal flooding; and

**WHEREAS**, the City of Key Colony Beach received Florida Department of Emergency Management (FDEM) grant funds that supported 75% of the cost of updating the Watershed Master Plan and was able to utilize state funds awarded to conduct its Vulnerability Assessment as the 25% required match; and

**WHEREAS**, the Insurance Services Office (ISO), which reviews Watershed Master Plans, has completed a courtesy review of the DRAFT Watershed Master Plan, attached hereto as Exhibit “A”, which indicates that upon adoption, the final Watershed Master Plan will receive credit in the CRS program and comprise a scored plan that will fulfill the Class 4 prerequisite requirements; and

**WHEREAS**, having a scored, compliant, and adopted Watershed Master Plan will help the City of Key Colony Beach continue to participate in the CRS program.

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

**Section 1.** The above recitals are hereby incorporated into this resolution as restated

herein and constitute the legislative findings and intent of the City of Key Colony Beach, Florida.

**Section 2.** The Key Colony Beach Watershed Master Plan is hereby adopted.

**Section 3.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on March 19, 2026.

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

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

\_\_\_\_\_  
Mayor Foster, City of Key Colony Beach

ATTEST:

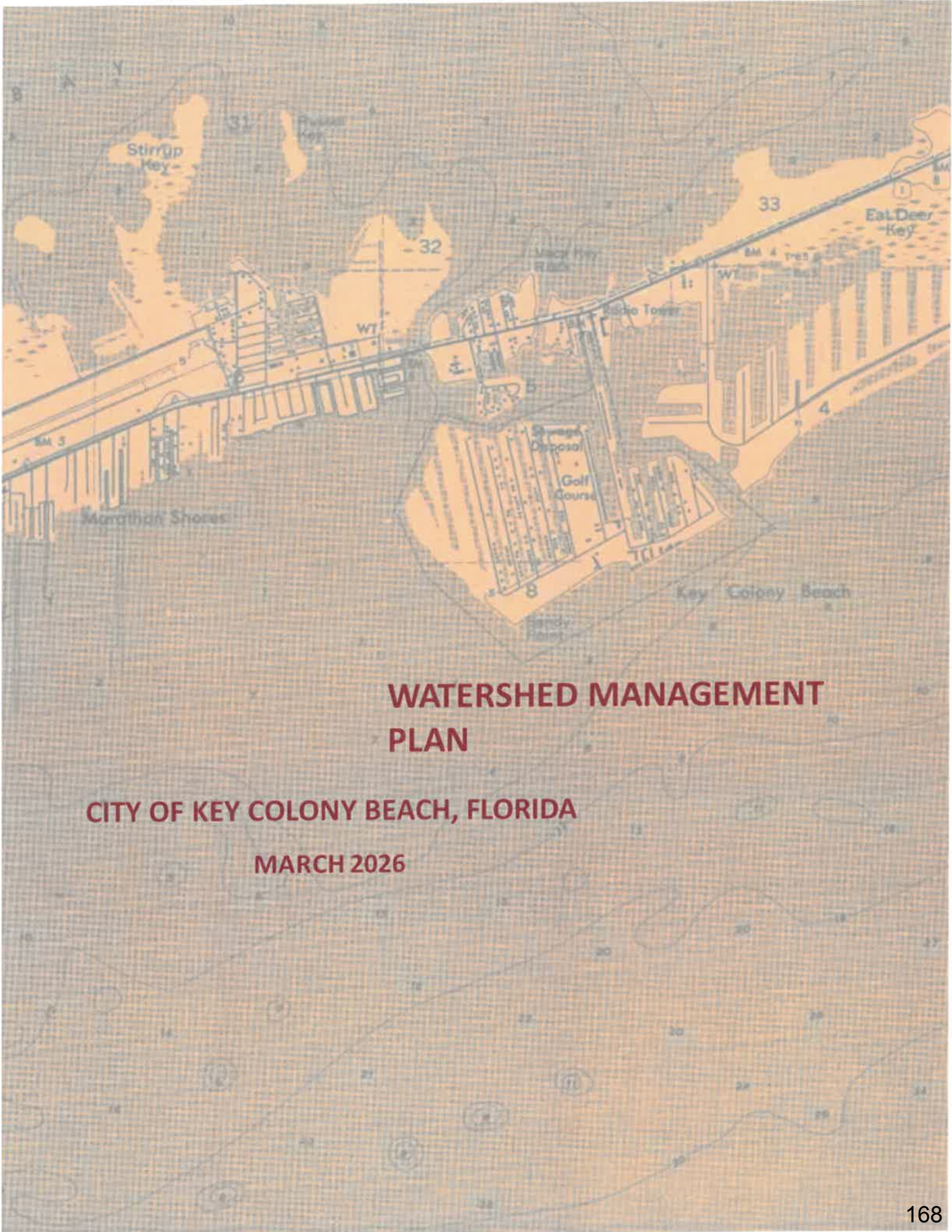
\_\_\_\_\_  
Silvia Roussin, City Clerk

(City Seal)

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dirk Smits, City Attorney

# EXHIBIT A



# **WATERSHED MANAGEMENT PLAN**

**CITY OF KEY COLONY BEACH, FLORIDA**

**MARCH 2026**

### **Watershed Management Plan Deliverable 2 Requirements**

An electronic copy of the completed WMP will be submitted to the Division no later than 17 months after the beginning of the Period of Performance. If applicable, the Sub-Recipient will revise the submitted WMP to comply with required revisions and feedback from the Division, and then resubmit the WMP to the Division no later than 17 months after the beginning of the Period of Performance.

The Period of Performance begins with the date of execution of the subgrant agreement by both parties, and the Sub-Recipient shall provide the Division with the following no later than 17 months from the beginning of the Period of Performance before payment will be processed:

1. The completed WMP4 (after incorporating comments from the Division, if applicable); and
2. A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP will be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update.

# Table of Contents

- KEY COLONY BEACH DESCRIPTION..... 8**
- KEY COLONY BEACH COMMUNITY RATING SYSTEM BACKGROUND ..... 9**
- CRS Prerequisites for CRS Class 4 ..... 11**
- Recommendations for Achieving CRS Class 4 ..... 15**
  - Community Total Points .....15
  - Activity 430 Higher Regulatory Standards .....15
  - Activity 450 Watershed Master Planning .....15
  - Natural Floodplain Functions .....15
- I. DATA INVENTORY AND COLLECTION ..... 16**
  - 1. Data inventory (used for initial flood modeling): ..... 16**
    - a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands) .....16
    - b. Inventory of existing drainage system .....17
      - City’s drainage system .....17
    - c. Inventory of data availability .....17
      - City of Key Colony Beach .....17
        - Stormwater Assessments: City Ordinance 2024-490 ..... 17
        - Monroe County Stormwater Master Plan ..... 18
        - Mobile LiDAR ..... 19
      - Monroe County .....19
      - Florida Keys Aqueduct Authority .....20
  - 2. Locations of ..... 20**
    - a. Critical facilities, cultural/historical, and other places/areas of interest .....20
    - b. Vulnerable areas and their descriptions .....22
    - c. Natural and constructed drainage systems and channels .....23
  - 3. Existing regulations and plans in place for reducing flood risks ..... 24**
- II. INITIAL FLOOD MODELING ..... 32**
  - 4. For the current/existing conditions land use, future land use, and the fully developed watershed ..... 36**
    - a. Evaluations of the existing drainage system’s runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25-, and 100-year storm events. ....36
      - General Overview for the WMP .....36
      - Rainfall .....37

- Initial Stages .....37
- Subbasin Area .....37
- Curve Number Method .....39
- Time of Concentration .....40
  - DEM-Driven Flow Analysis ..... 41
  - Overland, Shallow Concentrated, and Channel Flows..... 42
  - Computation of Travel Times..... 42
- Hydraulics .....45
- Boundary Conditions .....45
- b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment .....48
- c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems. ....48
- d. Determinations of the change in runoff from current to future, fully developed conditions. ....49
- e. Recommendations for managing at least the 10-year, 25-year, and 100-year rainfall events. ....49
- 5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event ..... 50**
  - a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or several feet of sea level rise within this period. ....50
    - Existing Model Results ..... 50
    - Comparison of Present and Future Road Conditions ..... 50
- 6. The plan must include a strategy and action plan to address the results of the studies for: ..... 59**
  - a. Estimated Level of Service Change ..... 59
    - Project 1..... 63
    - Project 2..... 64
    - Project 3..... 67
  - b. Controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions. ....69
  - c. The impact of climate change and sea level rise on fully developed conditions. ....69
  - d. At least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event. ....70
  - e. At least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event. ....70
  - f. Ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended). ....71
    - Prioritization of Proposed Projects.....71
- III. CONCLUSIONS AND RECOMMENDATIONS..... 74**
- 7. The community must adopt the final plan. .... 76**

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable. ....76

**IV. JURISDICTION SPECIFIC COMMENTS FOR TASK 1..... 77**

**REFERENCES..... 79**

**APPENDIX A: ARTICLE 6-III FLOODPLAIN MANAGEMENT STANDARDS, KEY COLONY BEACH CODE OF ORDINANCES..... 80**

**APPENDIX B: CHAPTER 15 STORMWATER..... 104**

**APPENDIX C: ASSET INVENTORY MAPS..... 111**

## List of Tables

Table 1 – CRS Credit Scale.....	12
Table 2 – CRS Class 4 Prerequisites .....	15
Table 3 - Depth of Tidal Flooding, NOAA / DEP “Thresholds” .....	39
Table 4 - Storm Surge + FEMA Storm Surge Module of HAZUS (will approximate flood elevations to category storm events, 1-5) .....	39
Table 5 - Rainfall with Future Boundary Conditions Modified to Consider Sea Level Rise and High Tide .....	40
Table 6 – Compound Flooding .....	40
Table 7 - Design Storm Events .....	43
Table 8 - Curve Number Soil Parameters .....	46
Table 9 - Average Time of Concentration by Basin .....	49
Table 10 - Boundary Condition Elevations based on Sea Level Rise Projections for Key Colony Beach from NOAA Intermediate High, 2017 .....	53
Table 11 - Boundary Condition Elevations based on Sea Level Rise Projections for Key Colony Beach from King Tides .....	54
Table 12 - Existing/Future Land Use Summary Aggregated .....	55
Table 13 - Details of Existing/Future Land Use Summary .....	55
Table 14 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 10-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1 .....	60
Table 15 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 10-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3 .....	61
Table 16 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 25-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1 .....	62
Table 17 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 25-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3 .....	63
Table 18 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 100-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1 .....	64
Table 19 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 100-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3 .....	65
Table 20 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 25-Year King Tide Rainfall Events and Current & Future Sea Level Rise (ft., NAVD88 relative to MHHW) – Project 1 .....	66
Table 21 - Existing & Proposed Conditions’ Maximum Stage for Present Day & Future 25-Year King Tide Rainfall Events and Current & Future Sea Level Rise (ft., NAVD88 relative to MHHW) – Projects 2 and 3 .....	67
Table 22 - Summary of Project Priority Ranking .....	84

## List of Figures

Figure 1 – Key Colony Beach .....	11
Figure 2 - Key Colony Beach Asset Overview .....	26
Figure 3 - FEMA Flood Zones .....	27
Figure 4 - LiDAR Digital Elevation Model .....	28
Figure 5 – Hydro-Conditioned DEM .....	44
Figure 6 - Watershed Basin Delineation .....	45
Figure 7 - Soil Texture and Hydrologic Group .....	47
Figure 8 - Drainage Atlas .....	48
Figure 9 - Land Cover .....	56
Figure 10 - Stormwater Roadway Flood Protection Level of Service Definitions .....	70
Figure 11 - Project Recommendation 1 .....	73
Figure 12 - Project Recommendation 2 .....	76
Figure 13 - Project Recommendation 3 .....	78

## Key Colony Beach Description

The City of Key Colony Beach, located in the Middle Florida Keys, is a charming community situated on an island just south of Marathon. Key Colony Beach spans an area of approximately 0.5 square miles, with a mix of residential, commercial, and recreational spaces.

Key Colony Beach occupies a strategic location between the Atlantic Ocean to the south and the Gulf of Mexico to the north. The city's land width, approximately half a mile at its widest point, underscores the narrowness characteristic of the Keys. With an average elevation of five feet above sea level, Key Colony Beach is highly vulnerable to the impacts of sea-level rise, storm surges, and hurricanes.

The waters surrounding Key Colony Beach are teeming with ecological diversity, featuring tidal wetlands, extensive mangrove forests, and lush seagrass habitats. These ecosystems provide vital resources, such as food and shelter, to a wide variety of marine life, including fish, crustaceans, reptiles, and birds. The region's designation as Outstanding Florida Waters (OFW) by the Florida Department of Environmental Protection highlights its pristine condition and the rigorous environmental standards applied to maintain its quality.

Several endangered and threatened species, including loggerhead turtles, the American crocodile, and various native plants, make their home in Key Colony Beach's unique habitats. Its proximity to significant conservation areas, such as the Florida Keys National Marine Sanctuary (FKNMS) and Everglades National Park, enhances its ecological value and attracts conservation efforts.

Key Colony Beach's history is deeply rooted in the Keys' early human activity. Evidence suggests Native American presence in the area for thousands of years. Spanish explorers, including Juan Ponce de León in 1513, traversed these waters during their voyages. By the 19th century, Bahamian settlers and New England shipbuilders had established a presence, cultivating pineapple farms, salvaging shipwrecks, and engaging in the sponging trade.

The early 20th century marked a transformative period for Key Colony Beach with the completion of Henry Flagler's Overseas Railroad in 1912, connecting Key West to mainland Florida. This engineering marvel boosted economic growth and tourism but was tragically damaged by the 1935 Labor Day Hurricane, one of the most devastating in U.S. history. This disaster led to the construction of the Overseas Highway, which opened in 1938 and remains the main transportation artery through the Keys.

Key Colony Beach officially became a municipality in 1957. Governed under a council-manager system, the city is committed to preserving its natural environment and ensuring the safety of its residents. Key Colony Beach must comply with the Area of Critical State Concern (ACSC)

guidelines in Chapter 380, F.S., which limit new development to protect fragile ecosystems and maintain hurricane evacuation times.

Recreationally, Key Colony Beach is renowned for its fishing, diving, and boating opportunities; its waters are rich with marine life and attract anglers from around the globe. The city is home to Sunset Park Beach and Key Colony Beach Marina.

The geology of Key Colony Beach, dominated by porous limestone cap rock, plays a significant role in local hydrology. Tidal influences permeate the land, complicating traditional watershed management. These factors, coupled with low elevation and the threat of sea-level rise, necessitate innovative approaches to stormwater management and long-term environmental planning.

**Figure 1 – Key Colony Beach**



## **Key Colony Beach Community Rating System Background**

The Community Rating System (CRS) is a voluntary program, that provides for reductions of flood insurance premiums by 5 percent up to a maximum of 45 percent for most policy holders with

insurable property located within CRS communities. The CRS recognizes 19 creditable activities organized under four categories: Public Information, Mapping and Regulations, Flood Damage Reduction, and Warning and Response.

Communities can choose to undertake any or all of these activities. Based on the number of credit points received, a community earns a rank in one of ten CRS classes. Premium discounts range from 5 percent to 45 percent.

**Table 1 – CRS Credit Scale**

CRS Credit Points	CRS Class	CRS Discount (Premium Reduction)
4,500+	1	45%
4,000 – 4,499	2	40%
3,500 – 3,999	3	35%
3,000 – 3,499	4	30%
2,500 – 2,999	5	25%
2,000 – 2,499	6	20%
1,500 – 1,999	7	15%
1,000 – 1,499	8	10%
500 – 999	9	5%
0 – 499	10	0

The City of Key Colony Beach joined CRS in October 2015 and has continually advanced in the CRS program. As of 2023, the City maintains a CRS Class 6 rating, which provides most National Flood Insurance Program (NFIP) policyholders with a 20% discount on their annual flood insurance premiums.

## CRS Prerequisites for CRS Class 4

### *2017 CRS Coordinator's Manual and 2021 Addendum to the 2017 CRS Coordinator's Manual*

A Class 4 or better community must demonstrate that it has programs that minimize flood losses, minimize increases in future flooding, protect natural floodplain functions, and protect people from the dangers of flooding. Even though it may have enough points, a community that cleared most of the buildings from its floodplain with disaster assistance funds after a flood cannot be a Class 4 or better if it does not have an effective regulatory program to prevent a recurrence of the problem.

To be Class 4 or better, a community must demonstrate that it has at least 3,000 points AND meet the following prerequisites.

- (1) The community must meet all the Class 6 prerequisites.
- (2) The community must have received and continue to maintain a classification of 4/4 or better under the BCEGS.
- (3) The community must demonstrate that it has taken appropriate steps to eliminate or minimize future flood losses. To do this, a Class 4 or better community must receive credit for the following CRS activities.
  - (a) Activity 430 (Higher Regulatory Standards)—The community must show that it enforces higher regulatory standards to manage new development in the floodplain.
    - i. The community must adopt and enforce at least a 1-foot freeboard requirement (including equipment or mechanical items) for all buildings constructed, substantially improved and/or reconstructed due to substantial damage, and buildings allowed to be floodproofed, throughout its SFHA, except those areas that receive OSP credit under Activity 420 (Open Space Preservation). In unnumbered A, AO, and V Zones, the community must first determine a base flood elevation consistent with the techniques credited under Activity 410 (Flood Hazard Mapping).
    - ii. The community must receive at least 700 points (after the impact adjustment) under the other elements of Activity 430 and under Sections 422.a, f, and g under Activity 420 (Open Space Preservation).
  - (b) Activity 450 (Stormwater Management)—The community must receive the following credits for its watershed management plan(s) (WMP) under Section 452.b:

- i. WMP1: 90 points (before the impact adjustment) for meeting all the credit criteria for WMP,
    - ii. WMP2: 30 points (before the impact adjustment) for managing the runoff from all storms up to and including the 100-year event to ensure that flood flows downstream of new development do not increase due to the development, and
    - iii. An impact adjustment value of  $rWMP = 0.5$  or more. Alternatively, the community may show that at least 50% of the watershed area where future growth is expected is covered by one or more credited watershed management plans.
  - (c) Activity 510 (Floodplain Management Planning)—The community must have adopted and be implementing a floodplain management plan that receives at least 50% of the maximum credit under Activity 510, calculated after the impact adjustment. This 50% of the maximum credit must include at least 50% of the available points in each of planning steps 2, 5, and 8.
- (4) Obtain a minimum total credit of 100 points (after the impact adjustment) from one or a combination of the following elements that credit protecting natural floodplain functions:
  - 420—Natural functions open space (NFOS),
  - 420—Natural shoreline protection (NSP),
  - 430—Prohibition of fill (DL1),
  - 440—Additional map data (AMD12) natural functions layer,
  - 450— Managing the volume of stormwater runoff (SMR, DS bonus credit),
  - 450—Low impact development (LID),
  - 450—Watershed management plan (WMP), credit point items 3, 5, 6, and 7,
  - 450—Erosion and sediment control (ESC),
  - 450—Water quality (WQ), and
  - 510—Natural floodplain functions plan (NFP).
- (5) Document the following life safety measures:
  - (a) Obtain some credit under Activity 610 (Flood Warning and Response).
  - (b) Have a map of all levees and all areas protected by levees, and an inventory of the types of buildings (residential, commercial, etc.) and the critical facilities that

would be exposed to flooding should the levee(s) be overtopped or fail. This is the same as activity credit criterion (3) under Activity 620 (Levees), Section 621.b.

- (c) Have a description of the dam failure threat, including a map of all areas that would be flooded by the failure of each high-hazard-potential dam that affects the community, and the types of buildings (residential, commercial, etc.) and critical facilities that would be flooded. This is the same as activity credit criteria (2) under Activity 630 (Dams), Section 631.b.

To simplify the CRS Class 4 Prerequisites, **Table 2** lists the prerequisites and compares the requirement to the City’s current accomplishments under the CRS program. This review is based on the June 2024 CRS Verification.

**Table 2 – CRS Class 4 Prerequisites**

Class 4 Prerequisite	Credit	Met
Community agreed to show any draft LiMWAs on the final FIRM, if applic.		Y
Enough points to warrant the Class (3,000+)	2,236	N
If one or more rep loss properties, actions set in Sections 501-504 are met		Y
All flood insurance policies on community owned properties are maintained		Y
BCEGS of 4/4 or better	3/3	Y
<b>Activity 310 Elevation Certificates</b>		
Maintain all required floodplain-related construction certificates		Y
≥ 90% accuracy on construction certificates during annual review		Y
Credit for construction certificate management procedures (CCMP)	38	Y
<b>Activity 430 Higher Regulatory Standards</b>		
1ft Freeboard throughout the SFHA		Y
≥ 700 pts. in all other 430 elements, including 422.a., e., and f. in 420 Open Space Preservation (after to imp. adj.)	554	N
430—Development limitations (DL),		
430—Freeboard (FRB),	345	
430—Cumulative substantial improvements (CSI),		
430—Lower substantial improvements (LSI),		
430—Protection of critical facilities (PCF),		
430—Enclosure limits (ENL),		
430—Building codes (BC),	78	
430—Local drainage protection (LDP),	10	
430—Manufactured home parks (MHP),		
430—Coastal A Zones (CAZ),		
430—Special flood-related hazards regulations (SHR),		
430—Other higher standards (OHS),		
430—State-mandated regulatory standards (SMS),		
430—Regulations administration (RA),	5	

420—Open space preservation (OSP),	116	
420—Open space incentives (OSI),		
420—Low-density zoning (LZ).		
<b>Activity 450 Watershed Master Plan (WMP)</b>		
Adopt a Watershed Management Plan		N
90 pts. for meeting all WMP prerequisites		N
30 pts. for 452.b.2 (managing all storms up to and including 100-yr. event)		N
rWMP = 0.5 or greater (or show that WMP covers watersheds that comprise at least 50% of its growth)		N
<b>Activity 510 Floodplain Management Plan (FMP)</b>		
Adopt a Floodplain Management Plan		Y
≥ 50% of the maximum credit under Activity 510 after imp. adj. (≥ 191 pts.)	361	Y
≥ 50% of available pts. in Planning Step 2 (≥ 60 pts.)	120	Y
≥ 50% of available pts. in Planning Step 5 (≥ 26 pts.)	51	Y
≥ 50% of available pts. in Planning Step 8 (≥ 30 pts.)	52	Y
<b>Natural Floodplain Functions</b>		
At least 100 pts. (after impact adjustment) from one or a combination of the following elements:	44	N
420 – Natural functions open space (NFOS)		
420 – Natural shoreline protection (NSP)		
430 – Prohibition of fill (DL1)		
440 – Additional map data (AMD) natural functions layer	14	
450 – Managing the volume of stormwater runoff (SMR – DS)		
450 – Low impact development (LID)		
450 – Watershed management plan (WMP), Credit point items 3, 5, 6 and 7		
450 – Erosion and Sediment Control (ESC)	10	
450 – Water Quality (WQ)	20	
510 – Natural floodplain functions plan (NFP)		
<b>Life Safety Measures</b>		
610 – obtain some credit under this Activity	265	Y
620 – meet prerequisite 621.b(2) [map of all areas protected by levees]		N/A
630 – meet prerequisite 631.b(1) [map of all areas flooded by the failure of a high hazard dam and critical facilities that would be flooded.]		N/A
** The community may propose alternative approaches to these prerequisites that are more appropriate for local conditions.		

## Recommendations for Achieving CRS Class 4

### Community Total Points

The city must secure at a minimum, 3,000 points to achieve CRS Class 4. The city currently scored 2,236 points. An additional 764 points are necessary to meet the point requirement for CRS Class 4 rating. Meeting additional prerequisite points above will result in an additional 322 points. The city will need to implement additional CRS activities to add an additional 442 credit points.

### Activity 430 Higher Regulatory Standards

An additional 146 points are needed to meet the higher regulatory standards Class 4 prerequisites for obtaining 700 or more points. Consider implementing higher standards from the list of applicable activities listed in Table 2 above. Keep in mind that all credit points for higher regulatory standards will be impact adjusted for the open space credited in Activity 420 – Open Space Preservation. Implementing higher regulatory standards often requires regulatory changes.

### Activity 450 Watershed Master Planning

Prepare and adopt a qualifying Watershed Management Plan that meets the CRS qualifications for credit. The plan would need to have an area ratio of .05 or greater and show that the plan covers watersheds that comprise at a minimum, 50% of the city's areas of potential growth. The expected score for the in-process Watershed Management Plan will be 120 points.

### Natural Floodplain Functions

One of the CRS Class 4 prerequisites is to obtain at least 100 points in the elements listed in the chart above under the heading *Natural Floodplain Functions*. The city's current score is 44 points out of the listed elements. The city could consider the following to boost the credit points to or above the 100 required points.

1. Erosion and Sediment Control – adopt regulations that would require erosion and sediment control on any land disturbance greater than 1,000 feet. Adopting and enforcing the regulation would result in an additional 30 points.
2. Floodplain Species Assessment and Floodplain Species Plan – the 2021 Addendum to the 2017 CRS Coordinator's Manual added additional credit opportunities under Natural Floodplain Functions Plan. The Floodplain Species Assessment would add 15 points, preparing and adopting a Floodplain Species Plan would result in an additional 85 points for a total of 100 points.
3. Revisit open space credit and document open space in the SFHA that is currently in its natural and beneficial state.

## I. Data Inventory and Collection

### 1. Data inventory (used for initial flood modeling):

#### a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)

The Florida Keys are a chain of limestone islands extending approximately 220 miles from the southern tip of Florida toward the Dry Tortugas. This archipelago comprises around 1,700 islands, with about 30 of them inhabited. The Overseas Highway (U.S. Highway 1) traverses the Keys, connecting the islands via a series of bridges totaling approximately 113 miles in length. The Keys are entirely within Monroe County and include the municipalities of Marathon, Islamorada, Key Colony Beach, Layton, and Key West. According to the 2020 U.S. Census, Monroe County has a population of approximately 82,874 people, with Key Colony Beach accounting for about 790 residents.

The City of Key Colony Beach encompasses approximately 0.5 square miles within this island chain. The city's land area is primarily developed. Key Colony Beach's terrain is characterized by a porous limestone substrate, resulting in minimal soil development. The predominant soil types include rocky, calcareous compositions with limited organic content.

The beach/berm formation in the Florida Keys is relatively infrequent due to the rocky nature of the islands. Within Key Colony Beach, naturally formed beaches are rare but include notable examples such as Sunset Park Beach. These areas represent some of the few sandy shorelines in Key Colony Beach, providing recreational spaces and critical habitats for nesting sea turtles.

The region's soils, primarily composed of Key Largo Limestone and Miami Oolite, are highly permeable and alkaline, with pH levels ranging from 7.2 to 8.2. This high permeability facilitates rapid infiltration and percolation of water, which can transport runoff and associated pollutants swiftly to nearshore waters, offering minimal nutrient entrapment or treatment within the soil matrix.

In terms of plant hardiness, the Florida Keys, including Key Colony Beach, are classified within USDA Hardiness Zone 11b, characterized by average annual minimum temperatures ranging from 45°F to 50°F. The climate features a distinct wet and dry season. The rainy season, which includes the hurricane season, extends from June through November, during which the majority of the annual rainfall occurs. The dry season spans from December to May. On average, Key Colony Beach receives about 40 inches of rainfall per year, with the bulk occurring during the wet season.

Land use data representing land cover conditions was derived from the most recent statewide Florida Land Use and Cover Classification System (FLUCCS) code database (2019). A visual

comparison was undertaken between the FLUCCS and the City's Zoning Map in its attribute properties and there appears to be no noticeable difference in zoning classification across all of Key Colony Beach (at least visually) between the two land use coverages. Results of this comparison show a minor increase in urban areas with a slight decrease in water and vegetative land use classifications. Overall, it was noted that areas with slight variations in land use classification appeared to be hydraulically connected to coastal outfalls and would be minimally impacted as a result of slight variations in land use classification. This justifies using FLUCCs shapefile as a basis for land cover.

Most of the watershed is classified as urban area (89.9%), divided into low, medium, and high residential areas (81.7%), and transportation, commercial, recreational, and utilities in (8.2%). This is followed by water (2.48%), wetlands (0.67%), and non-forested upland (6.9%). Total impervious surfaces are estimated at 37.93%. Impervious surface percentages are derived from *Chapter 3: Watershed Hydrology, Appendix 3.A.: Land Use Classification/Grouping from SJRWMD Technical Reports, 2012.*

## **b. Inventory of existing drainage system**

### **City's drainage system**

The City of Key Colony Beach's drainage system data inventory is non-existent; therefore, overland flow was modeled without the consideration of stormwater infrastructure and only considered digital elevation model (DEM) hydro conditioning for roadway crowns based on coordination with WSP Engineering. HEC-RAS 2D unsteady flow simulates time-varying water movement across terrain in two dimensions, using a grid and shallow water equations to model flooding and surface runoff. It is used in rainfall models by applying direct rainfall to the terrain mesh, which is created from the DEM. This allows for simulation of flood depths and flow patterns during storm events.

## **c. Inventory of data availability**

Data availability within the City is sufficient. Several simultaneous efforts are ongoing at the County and City levels that are focused on overall resiliency, climate planning, and infrastructure adaptation. Central to those efforts have been data compilation and collection and the key to developing a Watershed Management Plan is the development of infrastructure data sources and evaluating how those assets are being or will be impacted by flood risk.

### **City of Key Colony Beach**

#### **Stormwater Assessments: City Ordinance 2024-490**

City Ordinance Number 2024-490 was enacted to amend Chapter 15 of the Code of Ordinances, titled "Stormwater Utility System." The ordinance was first read by the City Commission on May

16, 2024, and was adopted after a second reading on June 20, 2024. This ordinance represents a significant step in Key Colony Beach's efforts to manage stormwater and improve water quality. The ordinance includes several key provisions:

- **Amendment of Chapter 15:** The ordinance updates the existing stormwater utility system regulations to better address current needs and challenges.
- **Establishment of User Fees:** It introduces a system of user fees, charges, or assessments to fund the maintenance, operation, and capital costs associated with stormwater management. The ordinance includes a schedule of rates for different types of properties, ensuring that both residential and commercial properties contribute to the stormwater utility system.
- **Water Quality Improvements:** The funds generated from this ordinance supports ongoing projects aimed at mitigating localized flooding and controlling stormwater runoff to protect the environment.
- **Public Involvement:** The development and implementation of this ordinance involved public meetings and discussions to ensure community understanding and support.

#### Monroe County Stormwater Master Plan

Key Colony Beach does not have a recent stormwater master plan individualized to the City. However, in 2001, Monroe County developed a Stormwater Master Plan to address water quality improvements to the stormwater discharges into canals and near shore waters of Florida Bay and Atlantic Ocean. This was driven by numerous studies, identifying the concerns of pollutants on the declining near shore water quality. The Stormwater Master Plan allowed the County to implement corrective actions and preventative measures to minimize stormwater pollutant loading to canals, near shore waters, and provide solutions that account for natural and ecological resources. Additionally, the Master Plan identifies management initiatives such as ordinances and Best Management Practices (BMPs) that will ensure the health and safety of the ecosystem and protect public and private property.

Monroe's Stormwater Master Plan includes identification of drainage basin boundaries, on-site evaluation of existing drainage structures, assessment of natural areas, and assembly of the data into the stormwater Geographical Information System (GIS) Management System. Results of the Master Plan include problem areas located in six specific islands (Key Largo, Stock Island, Big Pine Key, Cudjoe Key, Summerland Key, and Windley Key) as well as the City of Marathon. These areas were individually evaluated based on flood severity, expected growth, benefits to the County, and benefits to overall water quality. The plan also estimated costs of future implementation.

However, among the requirements for the Five-Year Work Program was to establish multiple financial mechanisms to generate sufficient revenue for a long-term stormwater management

program. At the time of creating the Stormwater Master Plan, the County did not have a source of future funding for implementing stormwater improvements. In response to supplemental financial support of the Stormwater Master Plan, a few opportunities were identified. These included Federal, state, and coastal programs as well as low interest loans, development of ordinances, stormwater utility, and private endowments.

### Mobile LiDAR

Key Colony Beach has secured mobile LiDAR across the municipality to better understand the elevation changes along owned / maintained roadways and critical infrastructure within the City. The vertical accuracy of the mobile LiDAR dataset was found to be acceptable for assessing flood inundation vulnerability and sea level rise impacts. To achieve required accuracies, field staff set and surveyed actual checkpoints using Real-Time Kinematic GPS surveying and redundant permanent points.<sup>1</sup>

### Monroe County

Monroe County has been engaged in resiliency, climate, and sustainability planning since 2010 when it first hired a staff person to head the County's sustainability and climate initiatives. That effort was concurrent with the award of American Reinvestment and Recovery Act (ARRA) funds and was one catalyst in undertaking these broader planning and infrastructure initiatives. This led to the County's first sustainability and resiliency planning document known as GreenKeys.

The County has continued its resiliency planning initiatives and coordination between the County and the City on these initiatives has increased. The County has amended provisions of its Comprehensive Plan and integrated sea level rise policy initiatives into the Plan and its Code of Ordinances. The County also produced its first Vulnerability Assessment in 2015 in conjunction with the GreenKeys Planning process. The County also produced a credited CRS Watershed Management Plan in 2019 and was awarded 120 points for that effort. This WMP was one of the first in the Country to incorporate the new guidance related to sea level rise into the effort evaluating the NOAA Intermediate High 2100 condition. The County undertook numerous other policy initiatives such as a specific state-mandated update of its Coastal and Conservation Element of the Comprehensive Plan to comply with new state guidelines. The County updated its Vulnerability Assessment work in 2021. In 2021, new state law was enacted requiring certain technical parameters be included within the local government Vulnerability Assessments and the County launched that work in 2023 concluding in 2025. Sea level rise projections were modified in the state statute in 2024 and the County will commence an effort partnership with the municipalities to update the Vulnerability Assessment to those new projections in 2025 and complete the Adaptation Plan.

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<sup>1</sup> [Appendix-A-Monroe-County-Mobile-LiDAR-Accuracy-Assessment](#)

The County also initiated a planning effort in 2020 to conduct a Roads Vulnerability Analysis and Capital Plan. This extensive engineering-based effort has been based on updated and highly accurate mobile LiDAR previously collected by the County and evaluates the vulnerability and criticality of the County's roadways. The Plan includes conceptual engineering design, cost estimates, and a timetable in five-year increments to undertake road elevation, stormwater, and tidewater adaptation projects. The County and municipalities have engaged in extensive coordination to expand that planning process across the entirety of the Keys including the municipalities. The County has recently completed a Phase I Natural Resources Adaptation planning process to determine the cost-benefit and natural resources adaptation priorities in the County. Finally, the County has begun implementing several road elevation/adaptation and shoreline projects according to state and federal grants and appropriations received.

This work of the County has translated into initiatives mirrored by the municipalities to secure mobile LiDAR and engage in a currently ongoing roads prioritization and planning process using the same methodologies as the County. The cities also have undertaken the development of Vulnerability Assessments and Watershed Management Plans. Thus, the outcomes and methods on all these initiatives will be consistent among the unincorporated County and the individual municipalities.

### **Florida Keys Aqueduct Authority**

The Florida Keys Aqueduct Authority (FKAA) has provided data to both the City of Key Colony Beach and Monroe County in efforts to conduct Vulnerability Assessments simultaneously with this effort to produce the Watershed Management Plan. Data regarding critical facilities has been incorporated into baseline asset maps referenced later within this document. Since the City does not own or manage FKAA assets, they are considered "regionally significant" and will be evaluated under the scenarios required by Section 380.093, F.S. and incorporated into the Critical Asset Inventory work product from the Vulnerability Assessment effort.

## **2. Locations of**

### **a. Critical facilities, cultural/historical, and other places/areas of interest**

Within Key Colony Beach, the public has access to the water via Sunset Park Beach and Key Colony Beach Marina. Sunset Park Beach is located on the western tip of Key Colony Beach. The park consists of sandy beaches as well as a man-made seawall and riprap to provide protection from storm events. The Key Colony Beach Marina allows the public to access to both the Atlantic Ocean and the Gulf, due to its location in Bonefish Bay near navigable channels. Another way for the public to access the scenery and natural beauty of Key Colony Beach is by East or West Ocean Drive, both of which have several points where the Atlantic Ocean is visible. Sadowski Causeway, the bridge that connects the city to the rest of the islands, also provides visual access for the public.

Infrastructure components in the coastal area include roads, water and sewer structures, and electrical structures. At this time, it is not anticipated that any infrastructure can be relocated due to a severe storm event. There is one bridge in Key Colony Beach: Sadowski Causeway which provides the only terrestrial route to and from the city. The infrastructure, as identified above, could be significantly damaged in the event of hurricane. Relocation of infrastructure is not a viable solution since the existing infrastructure is necessary to protect the health and safety of the residents in Key Colony Beach and there is nowhere in the vicinity that infrastructure could be moved that would not still be at risk.

Key Colony Beach is conducting a Resilient Florida Vulnerability Assessment concurrently with this Watershed Management Plan. Asset Inventory maps are in **Appendix C** and include the four primary asset classes as defined in Section 380.093(2), F.S. The four primary asset classes as defined by state statute are:

1. Transportation assets and evacuation routes, roadways, and marinas.
2. Critical infrastructure, including wastewater treatment facilities and lift stations, water utility conveyance systems, electric supply infrastructure, and disaster debris management sites.
3. Critical community and emergency facilities, community centers, law enforcement facilities, and local government facilities.
4. Natural, cultural, and historical resources, including shorelines, and historical and cultural assets.

The baseline infrastructure map series generally follows these 4 defined asset classes, but certain maps were separated further within that classification system because the maps would have included too many assets to make them legible. For instance, there are 4 Critical Infrastructure Baseline Maps and 3 related to Natural, Cultural and Historical Resources. The asset data provided by the City was also supplemented with asset information from the State of Florida, the Department of Homeland Security, and the Florida Department of Transportation.

Actual Asset Maps include the following:

- Aquatic Natural Areas Baseline
- Community and Emergency Management Baseline
- Critical Infrastructure Baseline (Potable Water)
- Critical Infrastructure Baseline (Sanitary Sewer)
- Critical Infrastructure Baseline (Electrical)
- Critical Infrastructure Baseline (Other)

- Historical and Cultural Areas Baseline
- Terrestrial Natural Areas Baseline
- Transportation Baseline

**Figure 2 - Key Colony Beach Asset Overview**



### b. Vulnerable areas and their descriptions

The most catastrophic threat to public safety in coastal areas of Florida is the potential loss of life and property from storm surge, flooding and high winds associated with hurricanes. Key Colony Beach is situated in the Florida Keys along the Atlantic coast, which has been identified by the National Oceanic and Atmospheric Administration (NOAA) as the area of the United States most vulnerable to hurricanes. The National Flood Insurance Program (NFIP) administered by the Federal Emergency Management Agency (FEMA) has determined that most land within Key Colony Beach is subject to flooding from a 100-year storm. The areas of Key Colony Beach most threatened by flooding are the waterfront properties, particularly those along the eastern side. As a coastal community, the threat to property and human life from flooding in the City is primarily from tidal inundation and storm surges associated with severe storm events, not from upstream drainage conditions (**Figure 3**).

**Figure 3 - FEMA Flood Zones**

The coastal high hazard area in Florida is defined by Section 163.3178, F.S. as "...the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model". Under the South Florida Regional Planning Council's (SFRPC)'s Hurricane Evacuation Plan, all of Key Colony Beach has been identified in the evacuation zone for a Category 1 storm. In the event of a Category 1 or 2 hurricane, the residents of Key Colony Beach are instructed to evacuate from the community. The nearest emergency shelter to Key Colony Beach is Marathon High School, approximately 5 miles away. Within Key Colony Beach there are 367 households, estimating approximately 734 residences that would need to be evacuated. Key Colony Beach residents would primarily use Sadowski Causeway and U.S. 1 to evacuate to one of the shelters in Monroe County or on the mainland.

### **c. Natural and constructed drainage systems and channels**

As mentioned above, stormwater infrastructure data is non-existent in Key Colony Beach, which enabled the HEC-RAS focus for the modeling efforts of this project. The basins within Key Colony Beach sit at a low elevation of approximately 1 to 4 feet above sea level and are a short distance

from the top of the slope off the terrestrial environment to the ocean resulting in low stormwater velocity. Therefore, the modeling only utilized overland flow modeling, without stormwater considerations, based on the best available LiDAR (Light Detecting and Ranging) data to generate existing rainfall conditions (**Figure 4**). Future rainfall conditions accounted for increased precipitation based on the SFWMD change factors, future tide extent, and proposed elevation of road conditions to account proposed improvements to the city.

**Figure 4 - LiDAR Digital Elevation Model**



### **3. Existing regulations and plans in place for reducing flood risks**

Key Colony Beach's comprehensive plan includes a coastal element that addresses flood risk reduction through various policies and strategies. These efforts are designed to enhance the city's resilience to flooding and other coastal hazards. From the City's Comprehensive Plan the following policies are included related to reducing flood risks and stormwater management:

It should be noted that the City transmitted its updated Comprehensive Plan to the State's Department of Commerce in March 2025. It is unlikely that the policies will change significantly

upon final adoption. Related to the reduction of flood risk, the City has adopted numerous policies within the Coastal Element of the Comprehensive Plan. Several of these policies were recently adopted pursuant to the requirements of Section 163.3178, F.S. (Peril of Flood) amendment process. They include:

**Goal 2 To minimize human and property loss due to hurricanes.**

**Objective 2.1 Coastal High-Hazard Area Infrastructure**

*There shall be no City expenditures for infrastructure in the City (coastal high hazard area) that would subsidize development.*

*Policy 2.1.1 The City's capital improvement schedule shall not include 1) any additional infrastructure in the V zone as shown on the most current Floodplain Map or 2) infrastructure elsewhere in the City that would prompt Land use Plan or zoning map amendments to achieve more intensive development.*

*Policy 2.1.2 The limitations under policy 2.1.1 does not preclude the City's continuing program of sewer line rehabilitation or the Florida Keys Aqueduct Authority's distribution line replacement elsewhere on the island in order to provide adequate future infrastructure to serve the Future Land Use Plan development pattern.*

**Objective 2.2 Coastal Land Use Intensity**

*The City shall not grant any land use plan or zoning amendments that would increase land use density or intensity on the island in order to direct development away from the coastal high-hazard area.*

*Policy 2.2.1 The City shall not approve any land use plan/zoning density or intensity increases over and above what is permitted by the Future Land Use map.*

*Policy 2.2.2 Lowest habitable floor elevations shall be above 100-year storm elevations.*

**Objective 2.3: Coastal Storm Areas**

*In the Coastal Storm Area and areas inundated by a Category 2 hurricane as depicted by the SLOSH model, the City shall make all efforts to reduce or eliminate the exposure of human life and property to natural hazards.*

*Policy 2.3.1 As updates are made to the City's comprehensive plan, flood policy will be dispersed throughout its plan elements as appropriate.*

*Policy 2.3.2 The City shall continue flood inspections which are used to prioritize various drainage projects being designed for construction improvements.*

*Policy 2.3.3 The City shall encourage the design and construction of Capital Improvement Projects that require the use of proven methods in the design of drainage systems that will provide flood protection, add water quality improvements to the system, and to reduce pollution found in stormwater runoff.*

*Policy 2.3.4 The City shall continue to consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.*

*Policy 2.3.5 If feasible, no public buildings shall be constructed within the 100-year flood zone with the exception of minor structures including public restrooms and picnic shelters which are customarily provided to support recreation and open space activities, and pedestrian access facilities.*

***Goal 3 The City shall enhance efforts to prepare, adapt, mitigate and manage climate change impacts to achieve a resilient community.***

***Objective 3.1 Increasing communitywide resiliency***

*Increase adaptability and resiliency to climate change impacts by developing a 2024 Vulnerability Assessment including strategies that address coastal flooding, tidal events, storm surge, flash floods, storm water runoff, saltwater intrusion and other impacts related to or exacerbated by sea level rise, changing precipitation patterns, temperature increases, and other climate change factors.*

*Policy 3.1.1 The City shall complete a 2024 Vulnerability Assessment compliant with Section 380.093(3), F.S. related to sea level rise, tidal flooding, storm surge, and to the extent practicable, rainfall and compound flooding. Sea level rise projections shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) Intermediate Low and High scenarios. The City shall revisit the sea level rise projections if new data, agency or policy changes necessitate it. The City shall consider additional policy development based on the outcomes of the 2024 Vulnerability Assessment within one (1) year of its completion.*

*Policy 3.1.2 The City shall seek funding for adaptation projects and partnerships with other local governments related to the adaptation of critical infrastructure prioritized in its Vulnerability Assessment and the County's Vulnerability Assessment.*

***Objective 3.2 Reducing flood risk in coastal areas***

*Include development and redevelopment principles, strategies, and engineering solutions into development and infrastructure decisions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.*

*Policy 3.2.1 The 2024 Vulnerability Assessment shall be a resource upon which to base new principles, strategies, and engineering solutions to reduce future flood risk of existing and future development including for the design of new infrastructure projects.*

*Policy 3.2.2 Analyze and determine whether to build, modify, adapt or relocate public infrastructure to allow for adaptation, strategic managed retreat or relocation from areas at risk to sea level rise.*

*Policy 3.2.3 The City shall regularly assess and plan for public infrastructure, facilities and utilities as required by the Capital Improvements Element, including the impacts of potential intensifying floods and sea level rise, and account for those impacts in engineering design criteria for projects where necessary.*

*Policy 3.2.4 Phase projects, including but not limited to, shorelines, backflow prevention devices, in-line check valves and other strategies based on the existing conditions, year of projected impacts and economies of scale to minimize commercial and residential disruption from future flooding.*

*Policy 3.2.5 Within one (1) year of completion of the 2024 Vulnerability Assessment, the City shall determine if updated or multiple levels of service are needed for infrastructure other than stormwater management. Consideration of levels of service may include current and future flood inundation and the ability to deliver established levels of service under those conditions.*

**Objective 3.3 Remove coastal property from flood zone designations**

*Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.*

*Policy 3.3.1 Develop and adopt Land Development Regulations provisions specific to vulnerable areas that include best-practice development that prioritizes the natural environment and habitats, and that includes strategies for protection, accommodation, managed retreat, and avoidance of flooding impacts.*

*Policy 3.3.2 Encourage the use of pervious materials for landscaping and driveways.*

*Policy 3.3.3 The City will continue to require the use of erosion and sediment control during construction and project development activities.*

*Policy 3.3.4 Actively seek funding for the implementation of projects and capital improvements in vulnerable areas associated adaptation strategies from sources such Federal and State grants and technical expertise assistance (in-kind); local storm water*

*utility enterprise funds; Capital Improvement Plan prioritization; public/private partnerships; and other sources.*

*Policy 3.3.5 The floodplain administrator/building official shall review all permit applications to determine whether proposed development sites will be reasonably safe from flooding. If a proposed development site is in a flood hazard area, all site development activities, new construction, and substantial improvements shall be designed and constructed with methods, practices and materials, that minimize flood damage.*

***Objective 3.4 Site development techniques and best practices to reduce flood loss and claims***

*Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.*

*Policy 3.4.1 Develop and update land development techniques and best practices that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency. Such standards may include, but are not limited to, structural and nonstructural techniques such as low impact development and green infrastructure strategies that will enhance water quality treatment while also providing flood mitigation benefits. Best practices include flood mitigation strategies, including design of elements on structures, such as electrical components, and modification of infrastructure (including utilities) and shall consider impacts to adjacent properties, historic properties, and infrastructure projects.*

*Policy 3.4.2 The City shall continue to support the reduction of flood insurance premiums for City residents through the following actions:*

- 1. Supporting programs and outreach which educate residents on the benefits of flood insurance, and their flood risk associated with high tide events, storm surge, flash floods, stormwater runoff, and the sea level rise;*
- 2. Reviewing, developing, and enhancing standards and programs to mitigate increasing flood;*
- 3. Coordinating with relevant stakeholders to secure access to technical assistance and support for these initiatives;*
- 4. Participating in the Local Mitigation Strategy update process and development of local mitigation project lists.*

*Policy 3.4.3 All lowest habitable floor elevations shall be above 100-year storm elevations and the City shall implement freeboard requirements consistent with or exceeding the Florida Building Code.*

*Policy 3.4.4 The City shall continue to work with local, state and federal partners to target repetitive loss properties for possible acquisition or mitigation of flood hazard through hard and soft structural, and non-structural adaptation strategies including elevating existing structures.*

*Policy 3.4.5 Where possible the City will consider the acquisition of severe repetitive loss properties, which have sustained repeated flood losses for use as public open space.*

***Objective 3.5 Consistency with Florida Building Code and floodplain management regulations***

*Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.*

*Policy 3.5.1 Within two (2) years of completion of the Vulnerability Assessment, the City shall review and update its Floodplain Management and Landscape Code sections incorporating data where appropriate.*

*Policy 3.5.2 The City's Land Development Regulations shall continue to be consistent with or more stringent than the requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R., Part 60.*

***Objective 3.6 Consistency with coastal construction standards in Chapter 161, Florida Statutes***

*Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with Chapter 161.*

*Policy 3.6.1 Continue to enforce the rules and regulations pertaining to the Department of Environmental Protection "Coastal Construction Control Line" and "Erosion Control Line" programs in the Land Development Regulations.*

*Policy 3.6.2 Continue established and ongoing programs that regulate coastal construction practices and contribute to the resilience of the built environment.*

***Objective 3.7 FEMA's Community Rating System***

*The City shall continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.*

*Policy 3.7.1 Link future cycles of Community Rating System scoring with completion of its 2024 Vulnerability Assessment and Watershed Management Plan to incorporate sea level*

rise projections as outlined by FEMA in the most recent version of the National Flood Insurance Program Community Rating System Coordinator's Manual.

*Policy 3.7.2 Coordinate climate, vulnerability, sustainability and resiliency activities with Community Rating System cycles to enhance and maximize community outreach activities and result in reductions in flood risk and insurance premiums for residents and businesses.*

Other elements in the City's Comprehensive Plan are also relevant.

#### Intergovernmental Coordination

***Goal 2: The City shall establish and maintain processes to assure coordination with the County and other governmental entities where necessary to address climate and flooding issues.***

*Objective 2.1 Resiliency Coordination The City shall maintain and enhance coordination with the County and other entities related to infrastructure planning, resiliency and flooding analysis.*

*Policy 2.1.1 The City shall continue to coordinate with the County and other entities data collection and analysis related to roads planning and flooding.*

*Policy 2.1.2 The City shall continue to partner with the County and other entities on grant applications and development of funding sources to address City resiliency issues.*

*Policy 2.1.3 The City shall continue to exchange data and participate in floodplain, emergency management and resiliency initiatives with the County and other entities.*

#### Infrastructure

*Objective 1.2 Future Needs; City Drainage Contingent upon available funding, by 2045, the City shall eliminate the 7 remaining direct storm drain outfalls into the canals.*

*Policy 1.2.1 Based on the cost projections set forth in the stormwater management plan, the City shall amend the Capital Improvements Schedule to provide any additional funding as necessary to eliminate the 73 stormwater outfalls and provide an alternative disposal method by 2045 that eliminates untreated stormwater discharge to surface waters.*

*Policy 1.2.2 The City shall consider the recommendations of the Vulnerability Assessment and Watershed Management Plans completed in 2024 to determine additional stormwater management and flooding improvement needs to develop future capital improvements projects to address increasing flooding impacts.*

*Policy 1.3.3 Drainage: All new development shall detain on-site, the first 1.5 inches of runoff (except  $\frac{3}{4}$  inch if vegetated swales are used) from a 3 day storm that statistically*

*occurs once in 25 years. Existing non-structural systems (swales) shall accommodate the first 1 inch.*

From the City's Code of Ordinances (current), the following policies are summarized in this section, but the Floodplain Management Ordinance is included entirely in Appendix A:

*Article VIII. Floodplain Management Standards The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.*

*Intent. The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:*

- a) Minimize unnecessary disruption of commerce, access, and public service during times of flooding.*
- b) Require the use of appropriate construction practices to prevent or minimize future flood damage.*
- c) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential.*
- d) Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.*
- e) Minimize damage to public and private facilities and utilities.*
- f) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.*
- g) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and*

- h) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

### **Article VII Environmental and Drainage Regulations**

#### **Sec. 101-75. - On-site stormwater runoff.**

- (1) *On-site detention. The following level of service standard shall be maintained by all new development in accordance with article XI:*

*All new development shall detain on-site, the first one and one half (1.5) inches of runoff (except three quarters ( $\frac{3}{4}$ ) inch if vegetated swales are used) from a 3 day storm that statistically occurs once in twenty-five (25) years. Existing non-structural systems (swales) shall accommodate the first one (1) inch.*

- (2) *Structural drains. No new direct drainage into any water body is authorized. Tie-ins to city drainage facilities such as boreholes and related trench drains shall require city approval in conjunction with a site plan or building permit.*

- (3) *Erosion.*

*(a) Construction sites: During construction, cleared land not subject to active construction activity shall be mulched, sprayed or diked to prevent erosion and blowing dust.*

*(b) Canal banks: See sec. 101-76.*

- (4) *Landscaped areas See article III for required permeable areas by district and article VI for landscape requirements. These landscaped permeable areas shall be designed to facilitate groundwater percolation and minimize offsite runoff, including landscaped buffers adjacent to canal banks.*

Article I establishes the Stormwater Utility System

#### **Sec. 15-1. - Purpose and intent.**

*The purpose of this article is to promote the health, safety and general welfare of the inhabitants of the City of Key Colony Beach. This article is intended to comply with federal and state law and regulations regarding water quality.*

## **II. Initial Flood Modeling**

As stated throughout this WMP, Key Colony Beach is conducting two efforts simultaneously. There was coordination throughout the development of the WMP and Key Colony Beach's

Vulnerability Assessment because members of the Team were consistent across the two projects. Collaboration occurred on elevation data, flood data and scenarios, tide gauge and other data sources to ensure outcomes were coordinated. While the efforts used two different evaluation methods, both were harmonized to meet the objectives under their respective programs including the Section 380.093(3), F.S. criteria for Vulnerability Assessments as well as the CRS Coordinator's Manual (2017 & 2021 Addendum). Summaries of the modeling approaches follow.

For the Vulnerability Assessment, the Team conducted a geospatial analysis to evaluate current and future flood risk based on 38 parameters. Sea level rise plus high tide flooding, days of tidal flooding, storm surge, rainfall, and combination flood simulation modeling and corresponding data visualization was produced using ESRI's ArcGIS Pro. The model foundation harnesses the most recent, best available LiDAR data with numerous federal, state, and private methodologies and GIS data sets, each with its specific limitations and constraints. For the Vulnerability Assessment analysis, the digital elevation model was used to map the various flood projections does not incorporate a detailed pipe network analysis, or engineering-grade hydrologic analysis. Climate risk modeling was provided via high-resolution raster depth grids that detail the maximum water depth for the planning horizon (for this assessment the planning horizons are the years 2040, 2070, and 2100) and the various climate projections in the assessment. The exposure and sensitivity of the critical assets defined in Subsection 380.093, F.S. will be determined by the locations and information stored within the GIS data gathered during the project timeline and produced.

Modeling approaches and corresponding data requirements are described briefly below.

1. Sea level rise was modeled using NOAA Office for Coastal Management's Detailed Method for Mapping Sea Level Rise Inundation (Jan 2017), generally described as a modified bathtub approach and will depict tidal inundation for the Intermediate Low and Intermediate High curves described in NOAA Technical Report NOS CO-OPS 083 Global and Regional Sea Level Rise Scenarios for the United States.
2. High tide flooding, often referred to as "king tides," "nuisance," or "sunny day" flooding will be modeled in tandem with sea level rise projections, utilizing the high tide flooding threshold of 2 feet Mean Higher High Water (MHHW) established by FDEP.
3. Storm Surge flooding is modeled using FEMA's HAZUS-MH software's Flood Hazard Analysis module where still water elevations derived from the most recent effective Flood Insurance Study are adjusted to account for sea level rise.
4. Rainfall precipitation estimates will be sourced from NOAA's Atlas 14 and future rainfall precipitation change factors derived from the SFWMD will be applied to account for future rainfall totals.

5. Various combinations of sea level rise, high tide flooding, storm surge, and rainfall-induced flooding simulations will be modeled using ArcGIS Pro as the foundation for combining the output of the analytical modeling efforts.

Initial and in-progress Inundation Map Series results can be found linked in the footnotes.<sup>2</sup> The following scenarios were completed as part of the Vulnerability Assessment:

**Table 3 - Depth of Tidal Flooding, NOAA / DEP “Thresholds”<sup>3</sup>**

Timeframe	Sea Level Rise	Sea Level Rise	Total # Maps
Present Date	NOAA Intermediate Low	NOAA Intermediate High	2
2040	NOAA Intermediate Low	NOAA Intermediate High	2
2070	NOAA Intermediate Low	NOAA Intermediate High	2
2100	NOAA Intermediate Low	NOAA Intermediate High	2

**Table 4 - Storm Surge + FEMA<sup>4</sup> Storm Surge Module of HAZUS (will approximate flood elevations to category storm events, 1-5)**

Timeframe	Sea Level Rise	Storm Surge	Total # Maps
Present Day	Current Sea Level	100- and 500-year storm	2
2040	NOAA Intermediate Low	NOAA Intermediate High	4
2070	NOAA Intermediate Low	NOAA Intermediate High	4
2100	NOAA Intermediate Low	NOAA Intermediate High	4

<sup>2</sup> Days of Tidal flooding: <https://cvg-nexus.com/~z0QOy>

Sea level rise flooding: <https://cvg-nexus.com/~Vjm4P>

Surge flooding: <https://cvg-nexus.com/~xiYj8>

Rainfall flooding: <https://cvg-nexus.com/~bFs7X>

Combination flooding: <https://cvg-nexus.com/~OUYsV>

<sup>3</sup> Interpolated between two closest tide gauges or one (higher of the two) with appropriate rationale. We’ve utilized NOAA’s Minor Threshold for high tide flooding (as published in 2021 State of High Tide Flooding and Annual Outlook (noaa.gov) <https://repository.library.noaa.gov/view/noaa/30769> ) paired with the NIH and NIL projections of sea level rise. Awaiting confirmation from DEP on this.

<sup>4</sup> Depends on best available data between NOAA v. FEMA.

**Table 5 - Rainfall with Future Boundary Conditions Modified to Consider Sea Level Rise and High Tide**

Timeframe	High Tide + Sea Level Rise + Rainfall			Total # Maps
Present Day	25-year 24 <sup>5</sup> hour; 50-year 24 hour; 100-year 24 hour; 500 <sup>6</sup> -year 24 hour			4
2040	NOAA Intermediate High	25-year, 100-year <sup>7</sup> Rainfall	100-year 24-hour Rainfall	2
2070	NOAA Intermediate High	25-year 24-hour Rainfall	100-year 24-hour Rainfall	2
2100 <sup>8</sup>	NOAA Intermediate High	25-year 24-hour Rainfall	100-year 24-hour Rainfall	2

**Table 6 – Compound Flooding**

Timeframe	Sea Level Rise + Storm Surge (100-year) + 100-year 24 hour Rainfall + High Tide					Total # Maps
Present Day	High Tide		NOAA Intermediate High	100-year storm	25-year 24-hour rainfall	1
Present Day	High Tide		NOAA Intermediate High	100-year storm	100-year 24-hour rainfall	1
Present Day	High Tide		NOAA Intermediate High	500-year storm	25-year 24-hour rainfall	1
Present Day	High Tide		NOAA Intermediate High	500-year storm	100-year 24-hour rainfall	1
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	25-year 24-hour rainfall	2
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24-hour rainfall	2
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	25-year 24-hour rainfall	2
2040	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	100-year 24-hour rainfall	2
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	25-year 24-hour rainfall	2
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24-hour rainfall	2
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	25-year 24-hour rainfall	2
2070	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	100-year 24-hour rainfall	2
2100	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	25-year 24-hour rainfall	2

Timeframe	Sea Level Rise + Storm Surge (100-year) + 100-year 24 hour Rainfall + High Tide					Total # Maps
	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24-hour rainfall	
2100	High Tide	NOAA Intermediate Low	NOAA Intermediate High	100-year storm	100-year 24-hour rainfall	2
2100	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	25-year 24- hour rainfall	2
2100	High Tide	NOAA Intermediate Low	NOAA Intermediate High	500-year storm	100-year 24-hour rainfall	2

The Team also used the Sea Level Affecting Marshes Model (SLAMM) to evaluate future impacts on shorelines and habitats as a function of land elevation, tide range, sea level rise and other environmental factors.

#### 4. For the current/existing conditions land use, future land use, and the fully developed watershed

- a. Evaluations of the existing drainage system’s runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25-, and 100-year storm events.

##### General Overview for the WMP

A hydrologic and hydraulic model for Key Colony Beach’s watersheds was created using HEC-RAS and ArcPro/Arc Hydro. Due to the limited availability of stormwater infrastructure data within Key Colony Beach, HEC-RAS was utilized instead of Interconnected Channel and Pond Routing (ICPR) software. For existing conditions this model utilized best available LiDAR data (2019) along with SFWMD land cover data and NRCS soil data to most effectively simulate hydrological activity during present day 10-, 25-, and 100-year 24-hour rainfall events within the City of Key Colony Beach. This report also includes a hydrograph to tabulate time of concentration that was generated utilizing the NRCS TR-55 (Technical Release 55) Urban Hydrology methodology.

For future conditions the model considered increased intensity for future 10-, 25-, and 100-year 24-hour rainfall events, 2040, 2070, and 2100 mean sea level conditions and king tide events, and proposed elevation of roadway networks to assess how drainage in the city will be affected as rainfall intensity and sea levels increase. Considering future land use within Key Colony Beach, the only significant amount of undeveloped land is the Key Colony Golf Course, but as Key Colony Beach is aiming to preserve open space, this area is unlikely to be altered (Figure 9), therefore potential future land use is unlikely to influence model results. Additionally, due to its local

growth management regulations controlling the distribution of units, the City is considered built out.

### Rainfall

Present day and future 10-yr 24-hr, 25-yr 24-hr, and 100-yr 24-hr storm events were modeled in HEC-RAS. The rainfall amounts for the existing conditions (2025 scenario) were determined using the NOAA Atlas 14, Volume 9, Version 2 Point Precipitation Frequency Estimates for the Project area. The rainfall totals are listed in **Table 7**. Future extreme rainfall change factors for Monroe County were used to adjust NOAA depth of rainfall for future scenarios 2040, 2070, and 2100 (SFWMD, 2022).

**Table 7 - Design Storm Events**

Frequency (years)	Duration (hours)	Total Rainfall Existing 2025 Scenario (inches)	Total Rainfall 2040, 2070, 2100 Scenarios (inches)
10	24	7.70	8.47
25	24	9.93	11.14
100	24	13.70	16.07

Source: NOAA, 2023

### Initial Stages

The modeled area consists primarily of residential and commercial areas. The initial stages were set based on best available LiDAR data (2019), SFWMD land cover data (2022), and NRCS soil survey data. This geospatial data provides dry conditions, which is uploaded into HEC-RAS allowing this software to account for the City of Key Colony Beach's topography, impervious versus pervious surface area, and the infiltration rates of the land cover types and soil composition. The NOAA precipitation values indicated above are then inserted into the HEC-RAS model to generate conditions that the City of Key Colony Beach is expected to experience during the rainfall scenarios described above.

### Subbasin Area

The DEM acquired to delineate the City of Key Colony Beach's watersheds was created based on the 2019 Topobathy NOAA FL Keys LiDAR spanning from Ocean Reef to Key West. The Fill Void ESRI tool was utilized to ensure that no elevation discrepancies were located in the DEM that may affect the basin delineation results. Because of the unique geography of the Keys the initial basin delineation outputs generated over 30,000 watershed basins across all of Monroe County, which seemed impractical. Therefore, the DEM was hydro-conditioned to account roadway crowns and direct drainage into the ocean, which more accurately determines where rainfall is staging up. (**Figure 5**). The result of utilizing this method was the delineation of approximately 4,000 watersheds across all of Monroe County 94 of which encompass the City of Key Colony

Beach. (Figure 6). It is important to note that the hydro conditioned DEM does not reflect current LiDAR elevations within the basin areas but rather serves as a flow forcing parameter into the coast.

**Figure 5 – Hydro-Conditioned DEM**



**Figure 6 - Watershed Basin Delineation****Curve Number Method**

This model utilizes the soil information and land use data in the map layers and intersects the two datasets to calculate surface runoff (sheet flow and shallow flow) via the Technical Release 55 (TR-55) curve number (CN) guidance (NRCS, 1986). Inputs into the model calculations include a curve number set (**Table 8**) with all relevant combinations of land use zones and soil zones. Once mapped, soil and land use tables were used in HEC-RAS to compute rainfall exposure. The soil table was populated using data from the SSURGO database. The model uses this information to determine surface runoff from each union of land use type and soil type within the dataset. Curve Number, Land Use, and Soil Hydrologic Group values are summarized in **Table 8**. The respective soils map for Key Colony Beach is shown in **Figure 7**.

**Table 8 - Curve Number Soil Parameters**

FLUCCS CODE	FLUCSDESC	HYDROLOGIC GROUP	CURVE NUMBER
1100	Residential Low Density < 2 Dwelling Units Per Acre	A	50
1200	Residential Med Density 2 To 5 Dwelling Units Per Acre	A	57
1300	Residential High Density	A	77
1400	Commercial And Services	A	89
1800	Recreational	A	49
3100	Herbaceous Upland Non forested	A	63
5100	Streams and waterways	A	100
5700	Ocean and Gulf	A	100
6100	Wetland Hardwood Forests	A	98
8100	Transportation	A	81
8300	Utilities	A	81

Source: FLUCCS, 2019 - Checked by Gary Qiu

**Figure 7 - Soil Texture and Hydrologic Group**



**Time of Concentration**

**Time of concentration (Tc)** is the time required for surface runoff to travel from the hydrologically most distant point in a subbasin to the subbasin outlet (or another chosen

reference point). In this project,  $T_c$  is derived using the NRCS TR-55 principles, which distinguish overland flow, shallow concentrated flow, and open channel flow segments along the flow path. The method ensures that real-world slope, land cover, and velocity variations are captured.

#### DEM-Driven Flow Analysis

Flow accumulation and direction was derived from a high-resolution DEM of Key Colony Beach. Standard GIS procedures identified sink points (lowest elevations) and traced the longest path from each subbasin's highest (or furthest) point to that sink. These flow polylines represent the critical travel path for subbasin runoff.

Using the DEM, a slope raster is generated, assigning slope (% or ft/ft) to each pixel.

A velocity raster—reflecting land cover, slope, and other roughness data—provides per-pixel velocity estimates. Rather than assuming a constant 2.5 ft/s, modeled velocities or actual measurements are used. Each flow polyline “samples” these velocity/slope values, allowing for more realistic travel times.

**Figure 8 - Drainage Atlas**



### Overland, Shallow Concentrated, and Channel Flows

Following TR-55 guidelines, overland flow (sheet flow) is typically limited to the first 100 feet of flow from the subbasin's highest area. Manning's  $n$  is assigned based on predominant land cover (e.g., from Florida Land Use Cover Classification). This ensures surface roughness is accurately represented early in the flow path. Once overland flow coalesces, shallow concentrated flow occurs. TR-55 classifies it as "paved" if a certain fraction ( $\geq 40\%$  impervious) of the shallow flow segment is on paved surfaces. Otherwise, it remains unpaved. Slope and velocity data define how quickly runoff accelerates during shallow concentrated flow. As runoff enters a recognizable channel or ditch, flow becomes more uniform and is computed with channel characteristics (open channel flow). Slope (ft/ft) and typical velocity ranges apply, as determined by the DEM and velocity raster.

### Computation of Travel Times

To segment the flow path, the script automatically identifies distinct segments where overland, shallow concentrated, or channel flow apply. Each segment obtains its average slope and average velocity from the raster data. Each segment's travel time is computed using standard TR-55 or equivalent flow equations (e.g., Manning's for overland flow, shallow flow velocity formulas, channel flow equations). Distances, slopes, and roughness ( $n$ -values) factor into the velocity or travel-time formula. Segment travel times are then summed to yield a total  $T_c$  for the subbasin. If the computed  $T_c$  is below 10 minutes, a minimum of 10 minutes is enforced, matching standard hydrologic practice. Where the DEM indicates extremely flat terrain, we assume a minimum slope of 0.001 ft/ft. This prevents unrealistically low flow times due to near-zero slopes.

Based on the results of the time of concentration analysis for Key Colony Beach all 94 basins located within the City experience a time of concentration of less than 5 minutes. The greater the time of concentration the rapidly a basin is projected to flood and to stay flooded over a longer period of time. See **Table 9** for average times of concentration.

**Table 9 - Average Time of Concentration by Basin**

<i>Basin ID</i>	<i>Basin (Acres)</i>	<i>Slope Per Feet</i>	<i>Average Time of Concentration (minutes)</i>
KB2028	2.68	0.0505	0.89
KB2026	3.17	0.0063	4.47
KB2010	1.33	0.0578	0.55
KB2002	1.04	0.0582	0.51
KB2004	3.49	0.0397	1.45
KB2001	1.11	0.0263	0.66
KB2023	1.66	0.0576	0.60
KB2012	1.82	0.0585	1.02

<b>Basin ID</b>	<b>Basin (Acres)</b>	<b>Slope Per Feet</b>	<b>Average Time of Concentration (minutes)</b>
KB2014	3.11	0.0270	1.64
KB2007	1.46	0.0500	0.80
KB2008	2.32	0.0444	0.89
KB2047	4.59	0.0384	2.16
KB2009	1.95	0.0365	1.15
KB2006	5.66	0.0070	4.27
KB2003	5.29	0.0100	3.89
KB2005	2.50	0.0631	0.72
KB2017	1.01	0.0654	0.52
KB2015	1.46	0.0631	0.54
KB2013	1.98	0.0469	1.12
KB2011	2.50	0.0068	3.51
KB2021	3.11	0.0093	2.28
KB2025	1.38	0.0502	0.49
KB2041	1.62	0.0087	1.53
KB2019	1.56	0.0529	0.62
KB2016	2.34	0.0480	0.64
KB2020	1.69	0.0607	0.59
KB2024	2.38	0.0420	0.76
KB2037	1.06	0.0078	1.57
KB2034	1.28	0.0067	1.92
KB2022	2.07	0.0097	2.24
KB2018	1.67	0.0534	0.49
KB2039	1.27	0.0383	0.98
KB2033	1.32	0.0534	0.44
KB2027	1.58	0.0548	0.61
KB2030	1.56	0.0565	0.61
KB2038	1.67	0.0419	0.87
KB2029	1.45	0.0601	0.64
KB2046	1.85	0.0648	0.62
KB2035	2.83	0.0606	0.86
KB2048	1.66	0.0524	0.62
KB2036	1.67	0.0518	0.53
KB2051	1.86	0.0475	0.70
KB2031	1.27	0.0558	0.61
KB2032	1.39	0.0483	0.77
KB2044	1.95	0.0593	0.77
KB2056	4.29	0.0095	3.69
KB2040	2.11	0.0069	3.28

<i>Basin ID</i>	<i>Basin (Acres)</i>	<i>Slope Per Feet</i>	<i>Average Time of Concentration (minutes)</i>
KB2045	2.41	0.0490	0.78
KB2049	2.33	0.0463	1.06
KB2042	1.53	0.0436	0.53
KB2077	5.57	0.0277	2.49
KB2053	1.87	0.0483	0.64
KB2052	2.66	0.0458	0.91
KB2050	2.42	0.0488	0.94
KB2043	1.25	0.0470	0.65
KB2067	6.34	0.0434	2.00
KB2057	2.49	0.0360	1.20
KB2055	4.06	0.0057	4.24
KB2059	1.15	0.0581	0.60
KB2065	2.20	0.0150	2.44
KB2054	1.29	0.0609	0.59
KB2062	1.04	0.0571	0.48
KB2063	1.45	0.0595	0.59
KB2060	4.49	0.0112	2.84
KB2071	3.56	0.0436	0.95
KB2066	3.51	0.0428	1.39
KB2058	1.46	0.0722	0.56
KB2061	1.28	0.0539	0.65
KB2072	1.71	0.0116	1.86
KB2069	1.23	0.0078	1.65
KB2064	1.42	0.0500	0.41
KB2075	2.53	0.0090	2.07
KB2074	3.77	0.0207	1.34
KB2068	3.02	0.0506	0.92
KB2078	5.22	0.0550	1.97
KB2073	2.12	0.0136	2.02
KB2070	1.72	0.0078	2.27
KB2094	5.19	0.0102	3.20
KB2081	1.30	0.0696	0.55
KB2088	6.57	0.0407	3.06
KB2087	1.73	0.0055	2.03
KB2082	1.11	0.0082	1.54
KB2079	2.29	0.0112	2.13
KB2080	1.84	0.0425	0.62
KB2076	1.08	0.0759	0.43
KB2086	2.52	0.0561	1.09

Basin ID	Basin (Acres)	Slope Per Feet	Average Time of Concentration (minutes)
KB2085	1.22	0.0216	1.15
KB2089	1.69	0.0529	0.87
KB2083	3.50	0.0160	2.22
KB2084	2.09	0.0440	1.10
KB2091	2.34	0.0158	1.82
KB2090	1.39	0.0148	1.58
KB2092	1.83	0.0073	2.49
KB2093	1.90	0.0197	0.94

### Hydraulics

A lack of directly surveyed stormwater outfall structures to the coast resulted in exercising engineering judgement based on adjacent survey data and LiDAR data to determine where certain stormwater infrastructure discharged and connected to the remaining system.

Hydraulic modeling involves using Manning roughness coefficients computed from land cover data (Florida Land Use Cover Classification). The coefficients help determine flow rates for sheet flow and shallow flow. The SCS Curve Number model was integrated with HEC-RAS software to determine infiltration and runoff based on land use and soil information from the USDA NRCS Soil Development Toolbox and SSURGO.

### Boundary Conditions

This report considered boundary conditions for the present day and future (2040, 2070, and 2100) mean sea level, while also considering boundary conditions for present day and future (2040, 2070, and 2100) king tide events. Mean sea level projections were generated solely utilizing the NOAA Intermediate High sea level rise projections from the Key West Tide gauge 8724580 in accordance with the Vulnerability Assessment requirements. **Table 10** summarizes the mean current and future sea level rise values.

**Table 10 - Boundary Condition Elevations based on Sea Level Rise Projections for Key Colony Beach from NOAA Intermediate High, 2017**

SLR scenario for Islamorada using the Key West Tide Gauge (NOAA station 8724580)	Elevation for Boundary condition based on NOAA 2017 Int High (feet NAVD88 relative to MHHW)
2025	0.58
2040	1.42
2070	3.31
2100	6.17

Source: NOAA Intermediate High, 2017

The King Tide and Normal Wind Setup Analysis for Monroe County, Florida (King tide, 2020) assessed 3 active tide gage stations located in Monroe County Florida. The study derived king tides (highest astronomical tides within a minimum period of 19 years) and normal wind setup levels that were then added to the recommended sea level rise projections (from NOAA, 2017). Results of the study concluded the most conservative tide gauge at the highest tidal range and normal wind setup levels, the Naples location, be the basis of stillwater levels during non-storm conditions along the coastline of the Florida Keys within Monroe County. However, to maintain consistency with the ongoing Vulnerability Assessment and to comply with Section 380.093(3), F.S. requirements to conduct Vulnerability Assessments, the sea level rise projection for the Key West Tide gauge was used to determine the mean sea level boundary condition and king tide extent. Therefore, the present day and future king tide projections were calculated by extracting high tide records from the Key West tide gauge to encompass the full Metonic cycle, a 19-year period that captures the full range of tidal change influenced by the orbital cycle of the moon. The high tide values are then projected forward using the NOAA Intermediate High sea level values and then multiplied by an exceedance value of 98% to acquire a present day and future king tide elevation that may occur 7 days out of the year. **Table 11** summarizes the projected king tide elevations.

**Table 11 - Boundary Condition Elevations based on Sea Level Rise Projections for Key Colony Beach from King Tides**

<i>SLR scenario for Key Colony Beach using the Key West Tide Gauge (station 8724580)</i>	<i>Elevation for Boundary condition in NAVD88 relative to MHHW (ft)</i>
2025	1.23
2040	2.51
2070	4.63
2100	7.66

Source: NOAA Intermediate High, 2017 Monroe County Vulnerability Assessment, 2024

Comparison between mean sea level present day and future plus the modeled rainfall events and king tides present day and future plus modeled rainfall events are provided in Appendix C.

It is important to note that based on the overall delineation approach to the Key Colony Beach watershed, resulting basins were mostly classified as open basins with direct overland flow connections to the coastal boundary node, leading to limited storage volume within the basins themselves. The maximum stage for each basin is primarily determined by the coastal boundary condition elevation rather than the intensity of the rainfall event.

Key Colony Beach anticipates little future development given the state-controlled system of development allocations. Since the existing conditions Florida Land Use and Cover Classification

System (FLUCCS) map includes areas of future development, the corresponding existing land use also serves as the future land use as presented in **Table 12** and **Table 13**. Land use data representing land cover conditions was derived from the most recent statewide FLUCCS code database (2022). Most of the watershed is classified as urban area (94.84%), divided into low, medium, and high residential (80.99%), and commercial, recreational, industrial, institutional, and open land uses (10.05%). This is followed by water (1.74%), wetlands (0.18%), and Herbaceous Upland Forest/Non-forested at 7.04% (**Figure 9**).

Eleven land use categories are present in the Key Colony Beach Watershed. This information is summarized by the Land Use Code in **Tables 12 and 13** and is illustrated in **Figure 9**.

**Table 12 - Existing/Future Land Use Summary Aggregated**

<i>FLUCC SERIES SUMMARY</i>	<i>Land Use Description</i>	<i>Area (acres)</i>	<i>Percent of Total Area</i>
1000	Urban and Built-Up	234.40	88.18%
3000	Upland Non-Forested	18.50	7.00%
5000	Water	6.60	2.48%
6000	Wetlands	1.76	0.66%
8000	Transportation, Communications, Utilities	4.56	1.71%
<b>Grand Total</b>		<b>265.80</b>	<b>100.0</b>

Source: SFWMD, 2022

**Table 13 - Details of Existing/Future Land Use Summary**

<i>FLUCC SERIES SUMMARY</i>	<i>Land Use Description</i>	<i>Area (acres)</i>	<i>Impervious Percent of Total Area</i>	<i>Percent of Total Area</i>
1110	Residential Low Density	26.50	1.47	9.78
1210	Residential Medium Density	146.20	19.04	54.41
1310	Residential High Density	44.50	1.79	2.16
1400	Commercial and Services	11.80	5.69	6.32
1810	Recreational	5.40	0	2.00
3100	Herbaceous Upland Non-Forested	18.50	0	7.04
5120	Streams and Waterways	5.60	1.47	1.47
5710	Oceans Seas and Gulfs	0.98	0.27	0.27
6120	Wetland Hardwood Forest	0.47	0	0.18
8340	Transportation, Communication, and Utilities	4.56	1.56	1.73
<b>Grand Total</b>		<b>265.8</b>	<b>43.61%</b>	<b>100.00%</b>

Source: FLUCCS, 2019 & SJRWMD 2012, Chapter 3: Watershed Hydrology, Appendix 3.A.: Land Use Classification/Grouping from SJRWMD Technical Reports

**Figure 9 - Land Cover**



**b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment**

The HEC-RAS model was assessed for the Key Colony Beach watershed on an overall basis. Localized inundation on a subbasin level was not assessed on a granular level due to limited survey and stormwater infrastructure data. Since most basins within Key Colony Beach were classified as open basins with direct overland connections to the coast, most flood inundation is a result of the coastal tides and sea level rise compared to the localized runoff from subbasins. Therefore, most of the future inundation is expected to be a result of the sea level rise rather than future planned redevelopment.

**c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.**

The HEC-RAS model was set up to address the current 2025 scenario, as well as to represent future conditions in 2040, 2070, and 2100 to assess impacts of sea level rise when compared to

the existing conditions 2025 scenario. Each scenario was assessed based on two projected sea level rise sources as previously stated (i.e. 1) NOAA Int-High Mean Sea Level (2017) and 2) NOAA Int-High with King Tides (2017). The difference in those projections is the consideration of high tide events that are expected to reach an elevation of 1.23 feet with current mean sea level, 2.5 feet with 2040 mean sea level conditions, 4.6 feet with 2070 mean sea level conditions, and 7.7 feet with 2100 mean sea level conditions approximately 7 days out of the year based on historic tide gauge data. Tabular data indicating the results of the sea level rise and king tide study combined with rainfall events on essential roadways can be found in **Tables 14 to 21**. Key Colony Beach Watershed were classified as open basins with direct connections to the coast and therefore are less influenced by the intensity of the rainfall events compared to the projected elevations of the sea level rise and king tide events.

**d. Determinations of the change in runoff from current to future, fully developed conditions.**

Differences in runoff from current to future conditions were determined to be minimal based on the available existing conditions and future land use classifications for the Key Colony Beach watershed. Existing available parcels with a designated land use were conservatively modeled in the existing conditions with the designated current land use in place. While Key Colony Beach does not operate with a Building Permit Allocation System, the lack of viable land within the city greatly limits the potential for growth. Additionally, Key Colony Beach consists of primarily open basins. Consequently, any discharge that would contribute to local flooding generally discharges towards the coast. Therefore, the minor change between the existing land use/future land use classifications would result in minimal overall increases to runoff and flood risks due to the direct surface connection to the coast.

**e. Recommendations for managing at least the 10-year, 25-year, and 100-year rainfall events.**

The scope for this Plan includes recommendations for the 10-year, 25-year, and 100-year 24-hour rainfall events. The extent of this analysis was limited to scenarios up to and including the 2040 project sea level rise and high tide flooding with the 10-year, 25-year, and 100-year 24-hour events in intensity, as the 2070 and 2100 scenarios carry greater uncertainty in projected inundation, risk in infrastructural lifespan for design projects implemented presently, and result in significantly more inundation areas requiring costly installation and upkeep in the interim. A summary of the proposed projects is provided in **Section 6**. Each of the proposed alternatives has been evaluated for their impacts on runoff rates and flood depths for the 10-year, 25-year, and 100-year storm events. The elevating roadway project recommendation provides vertical grade adjustments without increased impervious surface area and does not contribute additional runoff to the adjacent properties or coastal systems. Similarly, the elevating finished floor project recommendation raises structural elevations without adversely impacting surface water hydrology, resulting in no increase to runoff rates or adverse impacts to adjacent properties and

canal systems. Furthermore, the pump-assisted injection well project recommendation discharges stormwater runoff directly into the surficial aquifer rather to adjacent canals or downstream properties. Modeling results supports that this does not increase runoff rates or result in adverse impacts during the 10, 25, and 100-year storm events.

## **5. For communities impacted by sea level rise: evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event**

- a. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or several feet of sea level rise within this period.**

The HEC-RAS model was set up to address the 2025 present-day time frame representing existing mean sea level and 10-, 25-, and 100-year 24-hour rainfall conditions. The HEC-RAS model also accounted for 2040, 2070, and 2100 mean sea level conditions to assess impacts of sea level rise. Each scenario was evaluated for 10-year 24-hour, 25-year 24 hour, and 100-year 24-hour design storm events. The results of the sea level rise on the overall watershed are displayed in **Figures 11-13**. The 2025 existing conditions inundation scenario was excluded from this illustrative depiction, as the 2040 projection provides a more accurate representation of long-term risk and more clearly identifies the area's most vulnerable to future sea level rise and tidal inundation.

### **Existing Model Results**

The existing model results were primarily used to determine probable level of service based on mean inundation that current roadways are projected to experience during present day 10-, 25-, and 100-year 24-hour rainfall and present day king tide events, while also assessing impacts to roadways caused by 2040, 2070, and 2100 rainfall, sea level rise, and king tide events. The overall exposure of Key Colony Beach was assessed, and project recommendations were made to protect critical facilities and residential housing, ensure sufficient ingress and egress to and from the city, and improve flood storage capacity. A summary of the project recommendations can be found in Section 6.

### **Comparison of Present and Future Road Conditions**

Tables 14-21 focus on the on the comparison between existing conditions of essential roadways based on present day 10-, 25-, and 100-year 24-hour rainfall events and proposed 3 foot increase in roadway elevation accounting for increased intensity of the 10-, 25-, and 100-year rainfall events plus mean sea level of 2040, 2070, and 2100 and king tides of 2040, 2070, and 2100.

**Table 14 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 10-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1**

Project/Existing FFE (NAVD88)	Building Parcel Number	Existing Conditions Flood Depth (ft) exceeding 1 ft below FFE				Proposed Conditions Maximum Flood Depth (ft) exceeding 1 ft below FFE			
		2025 10 Year Rainfall	2040 10 Year Rainfall + Sea Level Rise	2070 10 Year Rainfall + Sea Level Rise	2100 10 Year Rainfall + Sea Level Rise	2025 10 Year Rainfall	2040 10 Year Rainfall + Sea Level Rise	2070 10 Year Rainfall + Sea Level Rise	2100 10 Year Rainfall + Sea Level Rise
Project 1/3.52	00076530-000000	0.03	0.11	0.62	3.45	0	0	0	0.77
Project 1/3.82	00074740-000102	0	0	0.32	3.15	0	0	0	0.69
Project 1/4.39	00079620-000000	0	0	0	2.58	0	0	0	0.76
Project 1/2.38	00073850-000000	1.17	1.25	1.76	4.59	0	0	0	0.76
Project 1/3.56	00072670-000200	0	0.07	0.58	3.41	0	0	0	0.72

**Table 15 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 10-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3**

Project	Roadway	Existing Conditions Maximum Flood Depth (ft)				Proposed Conditions Maximum Flood Depth (ft)			
		2025 10 Year Rainfall	2040 10 Year Rainfall +	2070 10 Year Rainfall +	2100 10 Year Rainfall +	2025 10 Year Rainfall	2040 10 Year Rainfall +	2070 10 Year Rainfall +	2100 10 Year Rainfall +

		Sea Level Rise	Sea Level Rise	Sea Level Rise	Sea Level Rise	Sea Level Rise	Sea Level Rise	Sea Level Rise	
Project 2	7th St	0.05	0.28	2.48	3.98	0	0	1.45	2.93
Project 3	Sadowski Causeway	0.05	0.13	0.64	3.47	0	0.03	0.2	2.97

**Table 16 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 25-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1**

Project/Existing FFE (NAVD88)	Building Parcel Number	Existing Conditions Flood Depth (ft) exceeding 1 ft below FFE				Proposed Conditions Maximum Flood Depth (ft) exceeding 1 ft below FFE			
		2025 25 Year Rainfall	2040 25 Year Rainfall + Sea Level Rise	2070 25 Year Rainfall + Sea Level Rise	2100 25 Year Rainfall + Sea Level Rise	2025 25 Year Rainfall	2040 25 Year Rainfall + Sea Level Rise	2070 25 Year Rainfall + Sea Level Rise	2100 25 Year Rainfall + Sea Level Rise
Project 1/3.52	00076530-000000	0.03	0.16	0.62	3.45	0	0	0	0.77
Project 1/3.82	00074740-000102	0	0	0.32	3.15	0	0	0	0.73
Project 1/4.39	00079620-000000	0	0	0	2.58	0	0	0	0.71
Project 1/2.38	00073850-000000	1.17	1.3	1.76	4.59	0	0	0	0.72
Project 1/3.56	00072670-000200	0	0.12	0.58	3.41	0	0	0	0.76

**Table 17 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 25-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3**

Project	Roadway	Existing Conditions Maximum Flood Depth (ft)				Proposed Conditions Maximum Flood Depth (ft)			
		2025 25 Year Rainfall	2040 25 Year Rainfall + Sea Level Rise	2070 25 Year Rainfall + Sea Level Rise	2100 25 Year Rainfall + Sea Level Rise	2025 25 Year Rainfall	2040 25 Year Rainfall + Sea Level Rise	2070 25 Year Rainfall + Sea Level Rise	2100 25 Year Rainfall + Sea Level Rise
Project 2	7th St	0.05	0.28	2.48	3.98	0	0	1.45	2.93
Project 3	Sadowski Causeway	0.05	0.18	0.64	3.47	0	0.03	0.2	2.97

**Table 18 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 100-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Project 1**

Project/Existing FFE (NAVD88)	Building Parcel Number	Existing Conditions Flood Depth (ft) exceeding 1 ft below FFE				Proposed Conditions Maximum Flood Depth (ft) exceeding 1 ft below FFE			
		2025 100 Year Rainfall	2040 100 Year Rainfall + Sea Level Rise	2070 100 Year Rainfall + Sea Level Rise	2100 100 Year Rainfall + Sea Level Rise	2025 100 Year Rainfall	2040 100 Year Rainfall + Sea Level Rise	2070 100 Year Rainfall + Sea Level Rise	2100 100 Year Rainfall + Sea Level Rise
Project 1/3.52	00076530-000000	0.03	0.21	0.63	3.46	0	0	0	0.78
Project 1/3.82	00074740-000102	0	0	0.33	3.16	0	0	0	0.72
Project 1/4.39	00079620-000000	0	0	0	2.59	0	0	0	0.79
Project 1/2.38	00073850-000000	1.17	1.35	1.77	4.6	0	0	0	0.83
Project 1/3.56	00072670-000200	0	0.17	0.59	3.42	0	0	0	0.79

**Table 19 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 100-Year Rainfall Events and Current & Future Sea Level Rise (feet NAVD88 relative to MHHW) – Projects 2 and 3**

Project	Roadway	Existing Conditions Maximum Flood Depth (ft)				Proposed Conditions Maximum Flood Depth (ft)			
		2025 100 Year Rainfall	2040 100 Year Rainfall + Sea Level Rise	2070 100 Year Rainfall + Sea Level Rise	2100 100 Year Rainfall + Sea Level Rise	2025 100 Year Rainfall	2040 100 Year Rainfall + Sea Level Rise	2070 100 Year Rainfall + Sea Level Rise	2100 100 Year Rainfall + Sea Level Rise
Project 2	7th St	0.05	0.28	2.48	3.98	0	0	1.45	2.93
Project 3	Sadowski Causeway	0.05	0.23	0.65	3.48	0	0.03	0.2	2.98

**Table 20 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 25-Year King Tide Rainfall Events and Current & Future Sea Level Rise (ft., NAVD88 relative to MHHW) – Project 1**

Project/Existing FFE (NAVD88)	Building Parcel Number	Existing Conditions Flood Depth (ft) exceeding 1 ft below FFE				Proposed Conditions Maximum Flood Depth (ft) exceeding 1 ft below FFE			
		2025 25 Year Rainfall + King Tides	2040 25 Year Rainfall + King Tides	2070 25 Year Rainfall + King Tides	2100 25 Year Rainfall + King Tides	2025 25 Year Rainfall + King Tides	2040 25 Year Rainfall + King Tides	2070 25 Year Rainfall + King Tides	2100 25 Year Rainfall + King Tides
Project 1/3.52	00076530-000000	0.03	0.4	1.89	4.92	0	0	0	2.24
Project 1/3.82	00074740-000102	0	0.1	1.59	4.62	0	0	0	2.22
Project 1/4.39	00079620-000000	0	0	1.02	4.05	0	0	0	2.18
Project 1/2.38	00073850-000000	1.17	1.54	3.03	6.06	0	0	0	2.20
Project 1/3.56	00072670-000200	0	0.36	1.85	4.88	0	0	0	2.26

**Table 21 - Existing & Proposed Conditions' Maximum Stage for Present Day & Future 25-Year King Tide Rainfall Events and Current & Future Sea Level Rise (ft., NAVD88 relative to MHHW) – Projects 2 and 3**

Project	Roadway	Existing Conditions Maximum Flood Depth (ft)				Proposed Conditions Maximum Flood Depth (ft)			
		2025 25 Year Rainfall + King Tides	2040 25 Year Rainfall + King Tides	2070 25 Year Rainfall + King Tides	2100 25 Year Rainfall + King Tides	2025 25 Year Rainfall + King Tides	2040 25 Year Rainfall + King Tides	2070 25 Year Rainfall + King Tides	2100 25 Year Rainfall + King Tides
Project 2	7th St	0.05	0.35	2.48	3.98	0	0	1.45	2.93
Project 3	Sadowski Causeway	0.05	0.42	1.91	4.94	0	0.03	1.41	4.44

## 6. The plan must include a strategy and action plan to address the results of the studies for:

### a. Estimated Level of Service Change

To identify areas impacted by sea level rise and rainfall design storms (later referred to as “projects”), an appropriate quantifiable system needs to be followed, typically a level of service guideline. Key Colony Beach defines flood protection level of service (FPLOS) in Section 101-75 (On-Site Stormwater Runoff) of their Comprehensive Plan as follows:

1. *On-site detention. The following level of service standard shall be maintained by all new development in accordance with article XI:*

*All new development shall detain on-site, the first one and one half (1.5) inches of runoff (except three quarters (¾) inch if vegetated swales are used) from a 3-day storm that statistically occurs once in twenty-five (25) years. Existing non-structural systems (swales) shall accommodate the first one (1) inch.*

2. *Structural drains. No new direct drainage into any water body is authorized. Tie-ins to city drainage facilities such as boreholes and related trench drains shall require city approval in conjunction with a site plan or building permit.*

3. *Erosion.*

*a. Construction sites: During construction, cleared land not subject to active construction activity shall be mulched, sprayed or diked to prevent erosion and blowing dust.*

*b. Canal banks: See sec. 101-76.*

4. *Landscaped areas See article III for required permeable areas by district and article VI for landscape requirements. These landscaped permeable areas shall be designed to facilitate groundwater percolation and minimize offsite runoff, including landscaped buffers adjacent to canal banks.*

For specific storm events with respect to roadway flooding, industry standards, namely from Hillsborough County, have been used to determine existing condition FPLOS. Hillsborough County’s Comprehensive Plan details estimating FPLOS (A through F) based on the type of road under consideration and the depth of the flooding at the edge of the travel lane<sup>5</sup> (Figure 10). Depending on the type of road, the design storm event used to estimate flooding depth at the edge of the travel lane varies from a 100-yr/24-hr design storm event to a mean-annual (2.33-

<sup>5</sup> Preliminary Engineering Design for Five Intermediate Stormwater Unfunded Projects, Wood, 2021

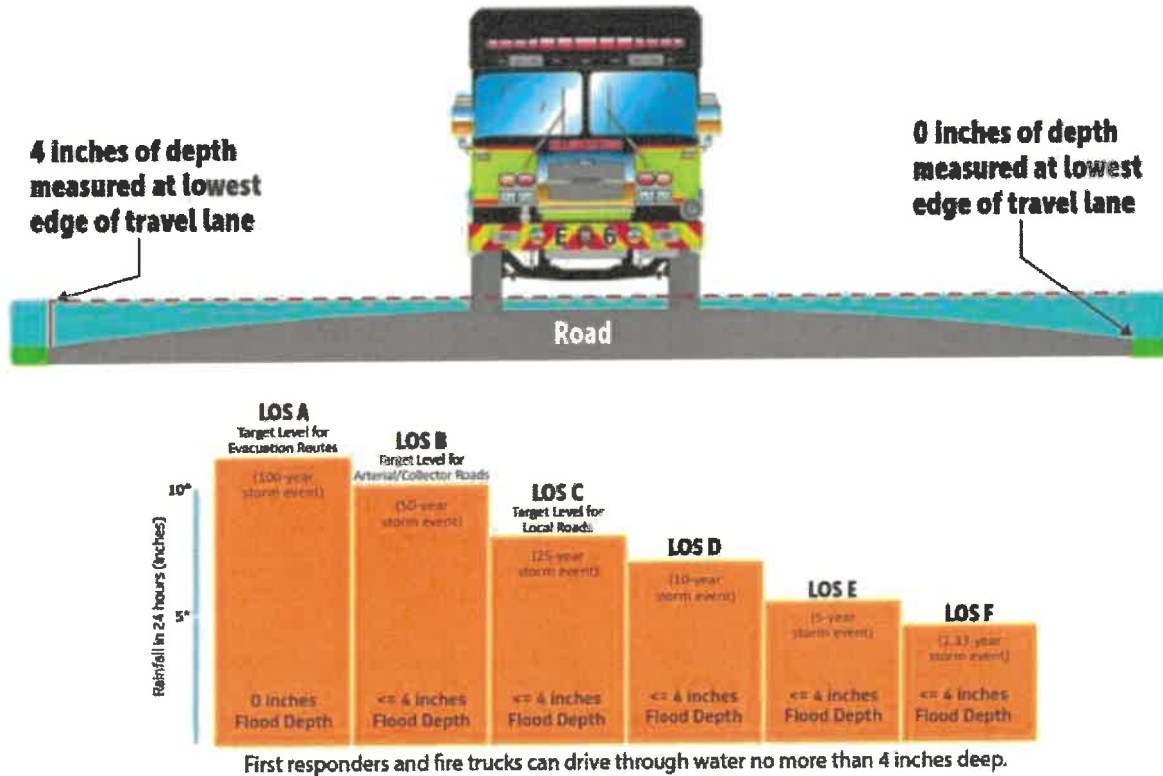
yr/24-hr) storm event. The target flood depth at the edge of the travel lane is 4 inches or less except for the evacuation route where no flooding is allowed.

**Basis of Modeling Approach and Flood Protection Level of Service**

All inundation results and analysis as part of this WMP, including all King Tides and Sea Level Rise scenarios, are based on the outputs from the HECRAS 2D hydrologic and hydraulic model developed specifically for this plan. No data, assumptions, or methodologies from the Keys Roads Study or related efforts were used for modeling or project prioritization. While the findings of this WMP may generally align with improvement limits outlined in the Keys Roads Plan, the results and project selections were derived from the modeling effort associated with this WMP and are not based on the data derived from the Keys Roads Plan.

Additionally, the flood protection level of service (FPLOS) used as part the subsequent sections is an industry standard metric for assessing severity of flooding and serves as the basis for conceptual design. The City may choose alternative language or criteria as appropriate.

**Figure 10 - Stormwater Roadway Flood Protection Level of Service Definitions**



Utilizing this methodology and considering the impacts expected from future sea level rise, as well as the varying capacity for increased water storage across the different Keys, several roadways throughout City are projected to exceed the minimum flood protection threshold of 4 inches.

Level of Service (LOS) improvements are prioritized for projects that propose raising and adapting roadways to maintain safe ingress and egress for residents and emergency vehicles, especially along critical evacuation routes. In addition to roadway elevation, projects outside the traditional LOS framework, such as increasing stormwater storage through injection wells and alleviating flooding pressure on both roads and properties, are also considered.

Structures that may be at risk of inundation include evacuation routes that are serviceable to LOS A. Since ingress and egress to Key Colony Beach is limited to a single road, these routes are of high importance. The only bridge connecting Key Colony Beach to the other islands of Monroe County, the Sadowski Causeway, is located in basin KE12450, which falls within the maximum threshold of 4 inches for FPLOS. To minimize the potential flood impacts, it is recommended to

install pump stations at key collection points where natural drainage is insufficient, adjacent to the basins surrounding evacuation routes for residents. Furthermore, it may be beneficial to install stormwater infrastructure within basin KE12450 to ensure primary ingress/egress and evacuation route from Key Colony Beach is maintained. Living and hybrid shoreline techniques should be implemented where appropriate, along with natural modularized breakwater systems that support biodiversity, such as an artificial reef or oyster ball.

Project recommendations in this Watershed Management Plan were selected based on a combination of spatial analysis on the location of at risks structures and existing stormwater infrastructure relative to existing modelled inundation, practical feasibility, and anticipated implementation challenges of proposed improvements.

Proposed projects to alleviate flooding concerns for the Key Colony Beach watershed include the following:

- **Project 1:** Elevate structures that were identified to have a Finished Floor Elevation (FFE) lower than the 2070 NIH max stage projection level of 4.5 feet (NAVD88 relative to MHHW) to a minimum FFE of 6.2 feet (**Figure 11**).
- **Project 2:** Install additional pump assisted injection well within existing stormwater management facility south of Shelter Bay Dr (parcel 00074740-000100) to increase stormwater storage capacity of Key Colony Beach (**Figure 12**).
- **Project 3:** Elevate roadways that are projected to be significantly inundated by 2040 sea level rise and high tide flooding scenarios on Sadowski Causeway (**Figure 13**).

Details of the Project Recommendations follow.

**Project 1: Elevate high risk structures that were identified to have a Finished Floor Elevation (FFE) lower than the 2070 NIH max stage projection level of 4.5 feet (NAVD88 relative to MHHW) to a minimum FFE of 6.2 feet (NAVD88 relative to MHHW):**

Select existing structures in Key Colony Beach were determined to be at risk of inundation due to low finish floor elevations (FFE) as established by U.S. Army Corps of Engineers (USACE) as part of the Keys Coastal Storm Risk Management Study (CRSM) (FIRM, 2019). It is recommended that the structures be raised to a minimum FFE of 6.2 ft NAVD88 relative to MHHW, consistent with one foot of freeboard above the NIH 2070 max stage projections.

**Risk Categories**

- High risk buildings were those that had a FFE of 4.6 feet or lower, because these buildings are at or below the max stage projection level for NIH 2070 sea level rise and high tide flooding.
- Medium risk buildings are those that had a FFE between 4.6 and 6.2, these are structures are at or above the max stage elevation for NIH 2040 sea level rise and high tide flooding or at the minimum elevation requirement.
- Low risk buildings are those that are higher than the recommended 6.2 feet elevation providing long-term protection from future sea level rise and high tide flooding beyond 2070.

Structures identified in **Figure 11** below only highlight a small percentage of the FFE's located in Key Colony Beach. It is recommended that the community verify the FFE of all structures located within the city to determine which structures require raising of the finish floor to ensure protection from future sea level rise and high tide flooding.

Elevating high risk structures to the minimum finish floor elevation of 6.2 feet NAVD88 generally satisfies the maximum flood depths thresholds in the previously outlined FPLOS for the 10-, 25-, and 100-year storms up to the 2070 scenario, except for the combined 2070 Sea Level rise plus King Tides flooding scenario. Due to the city's coastal configuration and limited stormwater storage, especially in the residential roadway and housing corridors, tidal and future sea level risks pose greater hazards than precipitation driven flooding. As a result, elevating these existing structures improves community drainage resiliency while mitigating tidal and sea level rise impacts.

**Figure 11 - Project Recommendation 1**



**Project 2: Install additional pump assisted injection well within existing stormwater management facility south of Shelter Bay Dr (parcel 00074740-000100) to increase stormwater storage capacity of Key Colony Beach:**

Injection wells on potentially available parcels can be a viable strategy for this project by offering reduced surface water flooding, minimizing pollutant discharge into adjacent canals and providing a reliable means of stormwater drawdown post-storm event, especially in areas with limited natural infiltration capacity. This practice may be beneficial to lot 00074740-000100 South of Shelter Bay Dr which currently has an injection well system. Based on the property appraiser, the lot is owned by the City of Key Colony Beach and falls under the municipal class. The stormwater system will require appropriate pumping infrastructure to drain runoff beneath the existing canals prior to reaching the injection well.

To ensure feasibility in modeling and design approach, a geotechnical investigation will be required in a subsequent effort. This effort shall include but may not be limited to soil borings and permeability tests to verify that subsurface conditions are suitable for injection, ensuring that the soil and groundwater table can accommodate added volumes with limited impacts due to groundwater mounding and reduced injection efficiency. These tests provide key parameters to assess including soil types, groundwater levels, hydraulic conductivity, and presence of confining layers.

Injection well systems are utilized on an as needed basis depending on the severity and duration of a storm event and typically reduce flooding over a period of time. It is difficult to simulate an accurate proposed condition of the installation of an injection well without providing a time lapse of the stormwater draw down, also without in-field verification regarding the viability of injection well installation size and capacity it is difficult to generate accurate results. Therefore, it is suggested that for future projects the city review the proposed recommended parcels and existing stormwater infrastructure owned by the City of Key Colony Beach to determine where injection well(s) are able to be installed and then to request models to be generated to identify where injection wells would be most suitable.

#### **Conceptual Design Notes and Additional Considerations**

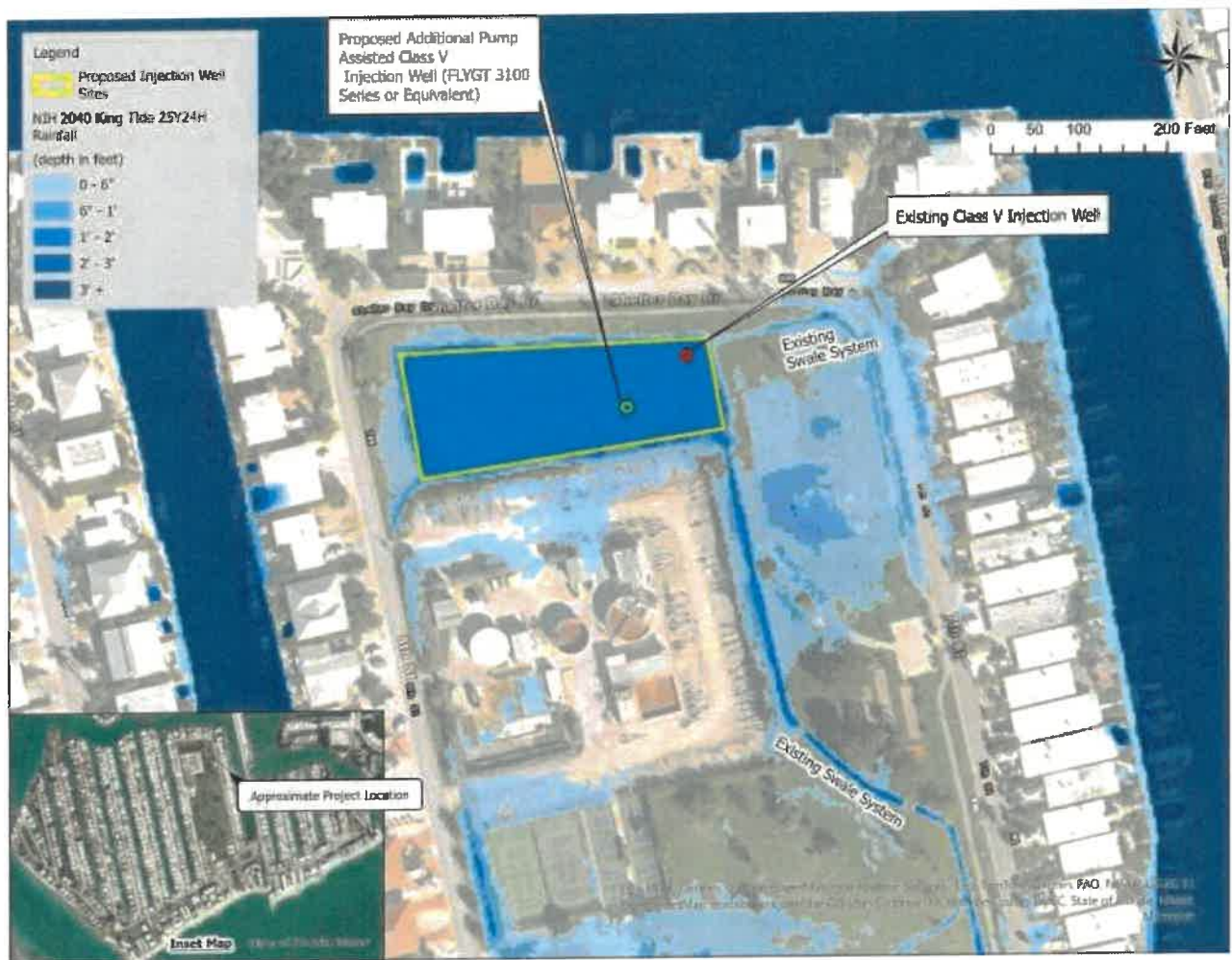
Existing swale systems connect to the existing injection well system located within the existing stormwater management facility south of Shelter Bay Dr. A potentially resource-efficient alternative to a large-scale stormwater retrofit would be to install an additional pump-assisted injection well within the stormwater management facility as displayed in **Figure 12**. This approach would reduce the need for extensive pipe and inlet connections and minimize erosion protection and control expenses. Alternatives such as rezoning existing county parcel 00074740-000101 to include an additional stormwater management facility and drainage connections may introduce several challenges including potential public engagement challenges for land use changes, less benefit to resource allocation, and increased capital expenditures for additional infrastructure.

To comply with regulatory requirements, the proposed Class V injection well must include pretreatment measures to prevent contamination of underground drinking water sources (U.S. Environmental Protection Agency, n.d.). Class V injection wells must meet minimum requirements including safe operation, inventory submission and proper closure under the US Environmental Protection Agency. Acceptable forms of pretreatment may include sediment removal method BMPs such as a dynamic separator. Additionally, monitoring systems shall be incorporated into future designs for tracking injection rates, system performance, and water quality.

Conceptual modeling of the proposed pump injection well system indicates that proposed maximum flood depths along the roadway may appear like those projected under the proposed roadway elevation project in the subsequent sections. However, future designs including site

specific utility surveys and geotechnical investigations may reveal subsurface conditions that significantly influence system performance that may not be accounted for in the conceptual modeling. These findings may impact selection of pump sizes, appurtenances, and infiltration parameters, resulting in significant variation in performance for reducing flood depths. Despite these uncertainties, the pump system compares similarly to the relative impacts of roadway elevation effort while bringing the adjacent corridor in compliance with the previously outlined FPLOS for all projected 2040 scenarios including the 10-, 25-, and 100-year rainfall events, excluding King Tides. In summary, future design outcomes are heavily influenced by local data which may significantly alter the systems performance.

**Figure 12 - Project Recommendation 2**



**Project 3: Elevated and improve stormwater drainage for roadways that are projected to be significantly inundated by 2040 sea level rise and high tide flooding scenarios such as Sadowski Causeway:**

Substantial sections along Sadowski Causeway receives between 6 to 10 inches of flood depth during the NIH 2070 sea level rise scenarios excluding the king tide projections (**Figure 13**). Raising the roadway approximately 6 inches, allowing for a maximum edge of roadway flood depth of 4 inches, may allow the roadways to be traversable by most passenger vehicles in the NIH 2040 sea level rise scenarios including king tides as well as NIH 2070 scenarios excluding King Tides. For the City of Key Colony Beach watershed extents, the flooding resulting from rainfall based on the LOS outlined in **Figure 10** are relatively minor compared to sea level rise and high tide induced flooding. This improvement is crucial since it is the only entrance for the residents in the community.

The proposed six-inch elevation increase for Sadowski Causeway was selected as a modest and high benefit to cost adjustment that aligns with the remainder of the roadway while preserving existing drainage patterns. The proposed elevations for Sadowski Causeway would bring those sections closer to the typical grades found along the corridor to ensure adjacent structures are not negatively impacted as they maintain sufficiently higher finish floor elevations. This improvement would enhance the roadway resilience to higher intensity storm events, king tides, and future sea level rise while minimizing future more complex roadway redesigns. Furthermore, since Sadowski Causeway serves as a sole route for the residents within Key Colony Beach, it's imperative to maintain the roadway's traversability during emergency evacuation events.

As an additional option, exfiltration trenches and/or underdrain systems could assist in drying out the roadways due to low elevations and limited surface area for stormwater management systems. These systems allow for higher infiltration capacity into the limestone substrate, increasing drawdown post storm events and providing treatment for stormwater runoff. Furthermore, the compact design allows for space-efficient integration beneath roadways, providing stabilization, minimizing erosion, and reducing the long-term reliance on pumping infrastructure when possible (SFWMD, 2002). To quantify flooding benefits for exfiltration and trench drain systems, a geotechnical investigation is required to assess the suitability of on-site soil conditions. This would allow appropriate parameterization of soil permeability, infiltration capacity, and overall groundwater conditions to support these systems.

Figure 13 - Project Recommendation 3



**b. Controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions.**

With high groundwater conditions as compared to existing elevations across the City, as well as high tailwater conditions associated with the coastal outfalls the City manages, there is limited capability for conventional stormwater detention facilities to effectively control the timing of peak flows. Instead, the City may rely on stormwater conveyance capacity and stormwater pump assisted injection wells to manage these conditions.

In Key Colony Beach, comparisons of current and future land use scenarios show that additional development is not expected to significantly alter peak-flow timing. Vacant parcels have been modeled with their designated land uses, leading to negligible changes in runoff between existing and fully developed conditions. However, sea level rise is already creating substantial challenges in certain basins; 10 watershed basins critically located along West Ocean Drive and especially Sadowski Causeway connecting the majority of Key Colony Beach's residents to Marathon, are projected to be inundated up to a flood depth of approximately 4 inches under near-term projected sea level rise. Because these roadways are vital for evacuation, maintaining flow capacity and timing in this basin is essential. The implementation of project recommendation 3 mentioned could alleviate projected inundation in these identified basins.

Nine (9) watershed basins encompass a local wastewater treatment plant and adjacent roads, also projected to experience up to one foot of flooding as a result of near-term future sea level rise. Any issues here could affect essential services, increase the risk of residents' and surrounding ecosystems' exposure to high quantities of waste substances, and the ability of residents or emergency vehicles to exit or enter the area. Implementation of project recommendation 2 mentioned above could alleviate flooding in this area by providing increased flood storage capacity and elevating roadways above project flood depths.

Even if peak flows from new development remain minimal overall, future stormwater management in these basins must ensure that any infrastructure changes do not exacerbate flooding or further restrict evacuation routes.

**c. The impact of climate change and sea level rise on fully developed conditions.**

Under future conditions, Key Colony Beach applies higher rainfall depths based on South Florida Water Management District (SFWMD) factors and NOAA Atlas 14 data. Despite these rainfall increases, the predominant driver of rising flood stages is the coastal boundary condition—specifically, NOAA's intermediate-high sea level rise projections and the influence of King Tides. Basins such as KE12450, KE12502, KE12494, KE12363, KE12300, KE12387, and KE12432 exemplify this vulnerability:

- KE12450, KE12502, and KE12494: With the city's main access road to Marathon traversing these basins, elevated coastal stages threaten to cut off residents and hinder emergency evacuations.
- KE12363, KE12300, KE12387, and KE12432: Proximity to the wastewater treatment facility heightens the risk of service interruptions if drainage infrastructure becomes overwhelmed by tidal backflow or storm surge.

These conditions emphasize that addressing climate change impacts in Key Colony Beach is as much about managing saltwater intrusion and tidal backflow as it is about accommodating higher rainfall volumes.

**d. At least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event.**

Analyses of the 25-year (and smaller) rainfall events under future conditions confirm that maximum water stages largely stem from sea level rise rather than rainfall intensity. Because much of Key Colony Beach's drainage relies on overland flow toward coastal outfalls, high water levels at those outfalls can significantly impede stormwater discharge. For basins such as the ones identified above, strategies to manage or lower flood risk for the 25-year event include:

- Targeted road raising efforts: elevating and adapting targeted roadways such as Sadowski Causeway may conceptually decrease flood depth to meet FPLOS. However, the practicality from such efforts still stems on high degree of planning and would need to be further evaluated on a case-by-case basis.
- The integration of stormwater pump-assisted injection well system(s).
- Localized Detention Facilities: Installing or enhancing wet detention ponds in suitable areas to provide storage prior to discharge with pump(s) or injection well(s).
- Improved Conveyance: Upgrading culverts, ditches, or swales to ensure that rainwater does not back up in low-lying roads, especially where evacuation routes intersect with tidally influenced basins.
- Maintenance and Inspections: Regularly clearing debris and sediment in existing drainage structures to maintain design capacity and minimize localized ponding.

Such solutions can help mitigate flooding up to the 25-year event, though their effectiveness diminishes if coastal tides continue to rise.

**e. At least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event.**

For storm events exceeding the 25-year intensity—such as the 100-year, 24-hour rainfall in the 2025, 2040, and beyond scenarios—Key Colony Beach's flood potential escalates, largely due to

increasing coastal water levels. Basins such as KE12450, KE12502, and KE12494 become particularly crucial to watch, given that a flooded evacuation route jeopardizes public safety. Potential solutions for these higher-intensity or long-duration events include:

- **Elevating Critical Roadways:** Raising roads in basins subject to severe tidal and storm surge exposure, ensuring that essential corridors remain open.
- **Pumping Infrastructure:** When gravity drainage is regularly overwhelmed by elevated coastal stages, pumps and injection wells may be necessary to remove water and maintain road access.
- **Tidal Barriers or Flap Gates:** Where feasible, installing structures that reduce saltwater intrusion can lessen peak water levels during high tides or storm surges.

In the longer term (e.g., beyond 2040 and into 2070 or 2100), rising seas may limit gravity-based solutions altogether, making more robust infrastructure upgrades or relocations inevitable.

**f. Ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).**

Because Key Colony Beach’s existing conditions model already integrates planned land uses, additional growth alone is not expected to drive a noticeable spike in flood hazards for 2-, 10-, or 25-year events. However, coastal influences in KE12450, KE12502, KE12494, KE12363, KE12300, KE12387, and KE12432 leave little margin for error. Any adjustments to drainage capacity in these basins must be carefully engineered to avoid inadvertently increasing water surface elevations upstream or expanding the footprint of flooding:

- **Closed or Semi-Closed Basins:** Enhancing flow without controlling backflow may worsen flood depths if sea level rise continues to elevate coastal outfalls.
- **Adaptive Designs:** Infrastructure solutions (e.g., elevated roads, flexible conveyances, partial pump systems) should be prepared to handle incremental sea level rise over their operational life.
- **Monitoring & Maintenance:** Consistent system checks ensure that improvements function properly in smaller, frequent storms—such as the 2-year or 10-year events—and do not degrade over time.

### Prioritization of Proposed Projects

In summary, the proposed improvements for these proposed projects include the following:

- Elevate high risk structures that were identified to have a Finished Floor Elevation (FFE) lower than the 2070 NIH max stage projection level of 4.5 feet (NAVD88 relative to MHHW) to a minimum FFE of 6.2 feet (**Figure 11**).

- Install additional pump assisted injection well on parcel 00074740-000100 to increase stormwater storage capacity of Key Colony Beach (**Figure 12**).
- Elevate and adapt roadways projected to be impacted by near-term sea level rise and high tide flooding (**Figure 13**).

The proposed projects have been ranked to represent a high-level assessment based on feasibility anticipated implementation challenges, and potential flood mitigation benefits under Key Colony Beach’s coastal conditions. The following rankings are intended as a preliminary, conceptual guide to inform planning discussions. These rankings do not account for detailed geotechnical investigations, utility mapping, or coordination with the city, and should not be considered final. Future prioritization will require comprehensive site-specific evaluations to confirm suitability of design or identify alternative solutions that better address the community’s drainage needs.:

- Project 3 - Elevating lower sections of Sadowski Causeway by approximately 6 inches was assigned the highest rank despite the modest scope as it addresses a critical route of transportation for multiple properties vulnerable to near-term sea level rise and high tide flooding. Lower anticipated resource requirements and greater flood benefits support this ranking.
- Project 1 - Elevating finished floor elevations in high-risk structures was ranked second. This project directly reduces vulnerability for properties most susceptible to tidal and storm-driven flooding. Additionally, the projected support from the Elevate Florida Program significantly reduces the financial burden on the City and property owners. Under this program, a substantial portion of eligible costs may be covered by grant funding, with the remaining contributions from the homeowners through available low-interest financing and out-of-pocket payments. This ranking assumes that all proposed structures to be raised will qualify for available funding.
- Project 2 - Installation of pump assisted injection well on potentially available parcel 00074740-000100 —was ranked third. While the project provides long-term benefits of increasing stormwater storage, it presents greater design complexity, may require additional City resources, permitting requirements, and other site-specific constraints.

**Table 22 - Summary of Project Priority Ranking**

Project	Summary of project	Ranking w/ lowest number corresponding to most desired)
<b>Project 1</b>	Raise finished floor elevations in high-risk structures.	2
<b>Project 2A, 2B, 2C</b>	Installation of additional pump assisted injection well system on the existing stormwater management facility on the corner of Shelter Bay Dr, 7 <sup>th</sup> St, and 8 <sup>th</sup> St	3
<b>Project 3</b>	Elevating lower sections of Sadowski Causeway by approximately 6 inches *	1

### III. Conclusions and Recommendations

This Watershed Management Plan has been developed with the specific intent of improving the City's participation in the CRS program. That said, the City is engaged in multiple current and near-term projects that are companion to this effort that will truly assist the City in prioritizing capital project planning based on specific types of flood risk. These efforts include:

1. Key Colony Beach Vulnerability Assessment (reviewing and analyzing all critical assets)
2. Securing mobile LiDAR elevation data
3. Update of Stormwater Master Plan
4. Road Elevation and Adaptation Planning
5. Project specific adaptation projects (in partnership and individually)

Combined, these efforts can help the City identify the types of flooding risk that it is vulnerable to, understand the timeframes associated with those risks and help prioritize projects and funding sources to implement projects to address those risks. Some of those projects are identified in this Watershed Management Plan that provide an initial start in that direction. Some of these initiatives are partnerships across the Keys, some are individual to the City.

Additionally, at key intervals throughout the completion of these projects, the City should review its policy framework to ensure that appropriate levels of service and design standards are reflective of those project priorities.

When designing infrastructure in the City, there are two basic concepts: the actual design of a project and the level of service it provides. A couple of examples with the City's Code and Comprehensive Plan are evident to demonstrate this concept and how this vulnerability assessment can help shape those policies based on its outcomes. The City's Stormwater Design standards are included within this document and referenced throughout.

In terms of utilizing outcomes from this Watershed Management Plan, relevant to these existing design standards, the City should consider the following:

1. How will stormwater systems have to manage for different conditions over the next 50 years due to changing rainfall conditions, or in some areas, how will sea level rise impact those operations throughout a rising tailwater condition? A recommendation may be to include a "useful life" threshold to include future conditions related to changing rainfall conditions and a reduced tailwater condition due to sea level rise. Pinellas County has incorporated tailwater conditions into its Code to address this issue.
2. Is the 25-year duration storm event enough for design knowing that we are seeing more frequent higher duration events? In certain parts of the City, this design

standard may not be enough or may be compromised by increased tidal flooding from sea level rise. A recommendation may be to incorporate higher frequency critical duration storm events in more advanced stormwater modeling. To note, the City is currently undergoing such a modeling process in pursuit of a CRS Watershed Management Plan under a separate grant and in its forthcoming Stormwater Master Plan Update that can help define these parameters. This information could help inform areas of the City where the stormwater system may be compromised by more frequent, higher volume rain or storm events.

The existing development level of service for a 25-year, 24-hour design storm may be a very low level of service, but since the community is essentially built out, the only opportunities to improve this level of service are going to be through new capital projects or larger redevelopment projects. Future rainfall projections reflect potentially higher volume rainfall events (1.16 times more rainfall in 2040 than present day and 1.21 times more rainfall in 2070). A recommendation may be to re-evaluate these adopted levels of service standards in the Comprehensive Plan based upon the information stemming from this Watershed Management Plan and Stormwater Master Plan Update currently underway.

Land use and land development policies generally control how we develop and where. Again, the City is effectively built out, so the potential to address new development is limited in terms of large scale planned unit developments or larger projects. That said, redevelopment opportunities do exist and there are also implications for affordable housing projects when considering the outputs of the vulnerability assessment.

Overall, because of this Watershed Management Plan, the City should examine additional policies in relation to increasing flood risk include:

- The City's Floodplain Management Ordinance in Article V. Key provisions may include enhanced freeboard in certain areas of the City or for substantial improvements.
- Requiring enhanced pervious surfaces in Landscaping requirements (Division 30-V-6 Landscaping Standards).
- Adopting a shoreline ordinance revision that harmonizes concepts of seawall heights, promoting living or hybrid shorelines in key locations and tying useful life of shoreline improvements to future flood risk. Article III, Division V, Seawall Location and Design Standards does not currently address living shorelines or a shoreline structure height.
- Integrating recommended projects from this Watershed Management with outcomes from the Road Elevation and Adaptation Plan as well as the Updated Stormwater Master Plan.

Before projects are implemented, the City should undertake a review of its Comprehensive Plan and Code so that there are not policy barriers to certain levels of project design and levels of service are clear and achievable based on multiple modes of flood risk.

## **7. The community must adopt the final plan.**

The community will adopt the final Watershed Management Plan by Resolution when it is completed and submitted to the City Council.

## **8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, are previous assumptions on hydrology, sea level rise and future land use still applicable.**

This Section is not relevant because this is the first WMP for the City.

## IV. Jurisdiction Specific Comments for Task 1

Task 1.1: Data collection for structures – Key Colony Beach, City shall provide a list of critical assets, including regionally significant, to be evaluated for potential impacts by flooding and sea level rise including (but not limited to) transportation assets and evacuation routes; critical infrastructure; critical community and emergency facilities; and natural, cultural, and historical resources.

*Please refer to Section II, pages 37-42 of this Preliminary Project Plan outlining the work of the Vulnerability Assessment currently being conducted. The links within that section provide an accounting of all critical and regionally significant assets to be evaluated grouped according to asset class. All assets will be evaluated for the Vulnerability Assessment using ArcGIS according to Section 380.093(3), F.S. requirements.*

Additionally, Key Colony Beach, City shall include an individualized assessment for this effort.

*The 2019 Watershed Management Plan refers to Monroe County’s previously approved and credited Watershed Management Plan. To the extent pertinent structure or analytical data would be relevant, it has been included with the Vulnerability Assessment and HEC-RAS Model being developed for this Watershed Management Plan for Key Colony Beach in 2025. Given that was a County plan, very little data has been extracted from that effort because this Watershed Management Plan for Key Colony Beach 2025 is based on Key Colony Beach-specific geographical boundaries, conditions, critical facilities and assets. The same holds true for the Countywide Roads and Stormwater Assessment (2022) because that effort focused on unincorporated County assets and structures, while this Watershed Management Plan for Key Colony Beach 2025 focuses on Key Colony Beach-specific structures, assets and data.*

Tasks 1.2 and 1.3: Preliminary Flood Modeling and Project Plan – In addition to the above Minimum Criteria, Key Colony Beach, City shall align the Project Plan modeling effort with Section 380.093, F.S., and the approach for this assessment will include:

1. Mapping potential future regular tidal inundation from sea level rise, high tide flooding, and

*This work has been conducted in the context of the Key Colony Beach Vulnerability Assessment and the initial map series has been linked earlier in this Preliminary Project Plan. All scenarios have been listed previously. Tide gauge data and inundation levels have been coordinated between the Vulnerability Assessment and HEC-RAS modeling effort for this Watershed Management Plan for Key Colony Beach 2025.*

2. Map potential storm surge events to project multiple sea-level-adjusted designed storm events (at a minimum, the 100-year event).

*This scenario was modeled as previously discussed.*

Additionally, Key Colony Beach, City will clarify in writing which tasks and efforts have already been completed prior to contract execution. With the mapping efforts, Key Colony Beach, City shall provide the source and dates of data acquisition, locational accuracy, and map projection and coordinate system information of geospatial data.

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## **Appendix A: Article 6-III Floodplain Management Standards, Key Colony Beach Code of Ordinances.**

### **Sec 6-81 General**

1. *Title. These regulations shall be known as the Floodplain Management Ordinance of Key Colony Beach, City, hereinafter referred to as "this article."*
2. *Scope. The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.*
3. *Intent. The purposes of this article and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:*
  1. *Minimize unnecessary disruption of commerce, access and public service during times of flooding;*
  2. *Require the use of appropriate construction practices in order to prevent or minimize future flood damage;*
  3. *Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;*
  4. *Manage the alteration of flood hazard areas and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;*
  5. *Minimize damage to public and private facilities and utilities;*
  6. *Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;*
  7. *Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and*
  8. *Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.*
4. *Coordination with the Florida Building Code. This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.*
5. *Warning. The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that*

*uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.*

6. *Disclaimer of Liability. This article shall not create liability on the part of City Council of Key Colony Beach, City or by any officer or employee thereof for any flood damage that results from reliance on this article, or any administrative decision lawfully made thereunder.*

#### Sec 6-82 Definitions

*Unless otherwise expressly stated, the following words and terms shall, for the purposes of this article, have the meanings shown in this section. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code. Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.*

*Accessory structure. A structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and must be designed to have minimal flood damage potential. For floodplain management purposes, the term includes only accessory structures used for parking and storage. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.*

*Appeal. A request for a review of the Floodplain Administrator's interpretation of any provision of this article.*

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

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

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

*Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)"].*

*Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to*

high velocity wave action” or “V Zones” and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1 V30, VE, or V.

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

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

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

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

*Development.* Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

*Encroachment.* The placement of fill, excavation, buildings, permanent structures, or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

*Existing building and existing structure.* Any buildings and structures for which the “start of construction” commenced before October 1, 1998. [Also defined in FBC, B, Section 202.]

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

*Fill, nonstructural.* Soil that is not structural fill and that is expected to wash away during a flood event.

*Fill, structural.* Material such as soil, gravel, or crushed stone that is placed and compacted to a specified density to provide structural support or protection to a structure.

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

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

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

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

1. *The area within a floodplain is subject to a 1-percent or greater chance of flooding in any year.*
2. *The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.*

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

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

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

*Florida Building Code. The family of codes adopted by the Florida Building Commission, including Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas, National Electric Code, (NFPA 70)*

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

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

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

*In-ground. Placed fully into the ground such that the top edge or top surface of a pool or other feature that is in the ground is flush with pre-construction grade. Installation where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground.*

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

- 1. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.*
- 2. Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.*
- 3. Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.*
- 4. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.*

*Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:*

- 1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or*
- 2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or*
- 3. Available with special features enabling off-street or off-highway operation and use.*

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

*Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]*

*Manufactured home park or subdivision.* A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

*Market value.* The value of a building or structure, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (like-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser or the County Property Appraiser's value of the structure adjusted to approximate market value by a factor provided by the County Property Assessor.

*Natural Grade* The grade unaffected by construction techniques such as fill, landscaping or berming.

*New construction.* For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after October 1, 1998 and includes any subsequent improvements to such structures.

*Park trailer.* A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in section 320.01, F.S.]

*Real Estate Numbers. (RE List)* Real state numbers of parcels that are within the SFAMs identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010. *Recreational vehicle.* A vehicle, including a park trailer, which is: [See section 320.01, F.S.]

1. Built on a single chassis;
2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
3. Designed to be self propelled or permanently towable by a light duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

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

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

*Species Focus Area Maps (SFAMs).* Identified by the U.S. Fish and Wildlife Service (Service) in accordance with the Biological Opinion dated April 30, 2010. *Start of construction.* Start of construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition

*placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]*

*Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]*

*Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 202.]*

- 1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.*
- 2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.*

*Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.*

#### Sec 6-83 Applicability

- 1. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.*
- 2. Areas to which this article applies. This article shall apply to all flood hazard areas within the Key Colony Beach, City, as established in Section 6-83(c) of this article.*
- 3. Basis for establishing flood hazard areas and the Species Focus Area Maps and Real Estate Numbers.*

1. *The Flood Insurance Study for Monroe County, Florida and incorporated areas dated February 18, 2005, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Planning and Development Services Department.*
2. *The Species Focus Area Maps (SFAMs) and the Real Estate numbers of parcels (RE List) that are within the SFAMs identified by the U.S. Fish and Wildlife Service in accordance with the Biological Opinion, dated April 30, 2010, as amended, for the City, and any subsequent revisions there to, are hereby declared to be a part of this article. The SFAMs and RE list are on file at the City Planning and Development Services Department and on the City webpage.*
4. *Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 6-87 of this article the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:*
  1. *Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.*
  2. *Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.*
5. *Other laws. The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.*
6. *Abrogation and greater restrictions. This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant, or easement, but any land that is subject to such interests shall also be governed by this article.*
7. *Interpretation. In the interpretation and application of this article, all provisions shall be:*
  1. *Considered as minimum requirements;*
  2. *Liberally construed in favor of the governing body; and*
  3. *Deemed neither to limit nor repeal any other powers granted under state statutes.*

Sec 6-84 Duties And Powers Of The Floodplain Administrator

1. *Designation. The City Manager is the designated the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.*

2. *General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this article. The Floodplain Administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to Section 6-89 of this article.*
3. *Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:*
  1. *Review applications and plans to determine whether proposed new development will be located in flood hazard areas;*
  2. *Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;*
  3. *Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;*
  4. *Provide available flood elevation and flood hazard information;*
  5. *Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;*
  6. *Review applications to determine whether proposed development will be reasonably safe from flooding;*
  7. *Issue building permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and*
  8. *Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.*
4. *Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:*
  1. *Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;*
  2. *Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;*

3. *Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage"; and*
4. *Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this article is required.*
5. *Modifications of the strict application of the requirements of the Florida Building Code. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 6-89 of this article.*
6. *Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.*
7. *Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 6-88 of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.*
8. *Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:*
  1. *Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 6-84(d) of this article;*
  2. *Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;*
  3. *Review required design certifications and documentation of elevations specified by this article and the Florida Building Code to determine that such certifications and documentations are complete;*
  4. *Notify the Federal Emergency Management Agency when the corporate boundaries of Key Colony Beach, City are modified; and*
  5. *Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified*

on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

9. *Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City Planning and Development Services Department.*

#### Sec 6-85 Permits

1. *Permits required. Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.*
2. *Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), building permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:*
  1. *Railroads and ancillary facilities associated with the railroad.*
  2. *Nonresidential farm buildings on farms, as provided in section 604.50, F.S.*
  3. *Temporary buildings or sheds used exclusively for construction purposes.*
  4. *Mobile or modular structures used as temporary offices.*
  5. *Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.*
  6. *Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.*

7. *Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.*
8. *Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.*
9. *Structures identified in section 553.73(10)(k), F.S., are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.*
3. *Application for a permit or approval. To obtain a building permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:*
  1. *Identify and describe the development to be covered by the permit or approval.*
  2. *Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.*
  3. *Indicate the use and occupancy for which the proposed development is intended.*
  4. *Be accompanied by a site plan or construction documents as specified in Section 6-87 of this article.*
  5. *State the valuation of the proposed work.*
  6. *Be signed by the applicant or the applicant's authorized agent.*
  7. *Give such other data and information as required by the Floodplain Administrator.*
  8. *For projects proposing to enclose areas under elevated buildings, include signed Declaration of Land Restriction (Nonconversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.*
4. *Validity of permit or approval. The issuance of a building permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.*
5. *Expiration. A building permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.*
6. *Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a building permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.*
7. *Other permits required. Building permits shall require applicants to obtain all applicable state or federal permits before commencement of the permitted development, including but not limited to the following:*
  1. *The South Florida Water Management District; section 373.036, F.S.*

2. *Florida Department of Economic Opportunity, Chapter 380.05 F.S., Areas of Critical State Concern, and Chapter 553, Part IV, F.S., Florida Building Code.*
3. *Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.*
4. *Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.*
5. *Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.*
6. *U.S. Fish and Wildlife Service and the Florida Game and Fresh Water Fish Commission pertaining to Federally threatened and endangered species or their habitat.*
7. *Other Federal permits and approvals.*

Sec 6-86 Protection Of Endangered Species

1. *Applications with Determination of Unsuitable Habitat. Upon receipt of a building permit application for a property that is determined to be on the SFAMs and the RE list as containing unsuitable habitat, the Floodplain Administrator shall place a letter in the building permit file that indicates:*
  1. *The name of the City official that made the determination;*
  2. *The date of the determination; and*
  3. *The date of the SFAM and RE list used to make the determination. Once the determination has been made, the City may take action on the building permit application without further concern for Federally threatened and endangered species and their habitat.*
2. *Species Assessment Guides and Acceptance Form. The Species Assessment Guide for the City provided by the U.S. Fish and Service (Service), dated December 23, 2011, and any subsequent revisions there to, is hereby declared to be a part of this article. The Species Assessment Guide is on file at the City Planning and Development Services Department.*
  1. *The City shall use the Species Assessment Guide to determine whether the applicant for a building permit application must seek technical assistance by the Service. For applications that require such assistance, the City shall provide copies of the applications to the Service for review on a weekly basis.*
  2. *Based on the Service's technical assistance, City shall condition the building permit to incorporate the Service's recommendations to avoid and/or to minimize possible impacts on Federally listed threatened and endangered species and their habitat.*
  3. *The City shall maintain an Acceptance Form of the Service's recommendations in the permit file. The Acceptance Form shall be signed by the permit applicant and the building official.*
  4. *The City shall use the Species Assessment Guides (SAGs) for properties that exist within the boundaries of a completed Habitat Conservation Plan and which are subject to the SFAMs. The Real Estate folio number list which accompanies the*

*SFAMs will be utilized in combination to determine if a development permit application must be provided to the Service for technical assistance in order to meet the full requirements of the Endangered and Threatened sections of this section.*

- 3. Avoiding Impacts on Federally Listed Species. All proposed development shall meet the conditions attached to building permits in accordance with Section 6-86(b) to avoid possible impacts to Federally threatened and endangered species and their habitat.*

#### Sec 6-87 Site Plans And Construction Documents

- 1. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:*
  - 1. Delineation of flood hazard areas and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.*
  - 2. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas and Coastal A Zones, new buildings shall be located landward of the reach of mean high tide.*
  - 3. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.*
  - 4. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.*
  - 5. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.*

*The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.*
- 2. Additional analyses. When activities that alter sand dunes or mangrove stands are proposed in coastal high hazard areas (Zone V) and Coastal A Zones, the applicant shall submit an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage. The analysis shall be prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents.*
- 3. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida*

*licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.*

#### Sec 6-88 Inspections

- 1. General. Development for which a building permit or approval is required shall be subject to inspection.*
- 2. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.*
- 3. Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued building permits or approvals.*
- 4. Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.*
- 5. Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 6-88(d) of this article.*
- 6. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this article and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.*

#### Sec 6-89 Variances And Appeals

- 1. The City Council shall hear and decide on requests for appeals and requests for variances from the strict application of this article.*
- 2. Appeals. The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this article. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.*
- 3. Limitations on authority to grant variances. The City Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 6-89(g) of this article, the conditions of issuance set forth in Section 6-89(h) of this article, and the comments and recommendations of the Floodplain Administrator and the Building Official. Variances shall not be granted after-the-fact. The*

- City Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.*
- 4. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.*
  - 5. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.*
  - 6. Certain at-grade accessory structures. A request for a variance is authorized to be heard and decided by the Director of Planning. For the construction or substantial improvement of at-grade accessory structures located in special flood hazard areas (zone A/AE) other than coastal high hazard areas that are larger than the size limits specified in Section 6-92(b), provided the requirements of this section are satisfied, the accessory structures are used only for parking or storage, and the accessory structures:*
    - 1. Represent minimal investment and has low damage potential.*
    - 2. Are one story and not larger than 1,200 square feet in size and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.*
    - 3. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.*
    - 4. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.*
    - 5. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.*
  - 7. Considerations for issuance of variances. In reviewing requests for variances, the City Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:*
    - 1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;*
    - 2. The danger to life and property due to flooding or erosion damage;*
    - 3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;*
    - 4. The importance of the services provided by the proposed development to the community;*
    - 5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;*

6. *The compatibility of the proposed development with existing and anticipated development;*
  7. *The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;*
  8. *The safety of access to the property in times of flooding for ordinary and emergency vehicles;*
  9. *The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and*
  10. *The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.*
8. *Conditions for issuance of variances. Variances shall be issued only upon:*
1. *Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;*
  2. *Determination by the City Council that:*
    1. *Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;*
    2. *The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and*
    3. *The variance is the minimum necessary, considering the flood hazard, to afford relief;*
  3. *Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and*
  4. *If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land. The fee for recording shall be collected at the time of application.*

Sec 6-90 Violations

1. *Violations. Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article, or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.*
2. *Authority. For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.*
3. *Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense.*

Sec 6-91 Real Estate Disclosure; Flood Hazard Warning

*All agreements for deed, purchase agreements, leases, or other contracts for sale or exchange of lots within areas of special flood hazard shall carry the following flood hazard warning prominently displayed on the document: FLOOD HAZARD WARNING THIS PROPERTY MAY BE SUBJECT TO FLOODING. YOU SHOULD CONTACT THE KEY COLONY BEACH, CITY, BUILDING SERVICES DEPARTMENT AND OBTAIN THE LATEST INFORMATION REGARDING FLOOD ELEVATIONS AND RESTRICTIONS ON DEVELOPMENT BEFORE MAKING USE OF THIS PROPERTY.*

Sec 6-92 Buildings And Structures

1. *Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 6-85(b) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Section 6-94.4 of this article.*
2. *Non-elevated accessory structures. Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking and storage and:*
  1. *If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.*

2. *If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.*
3. *Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.*
4. *Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.*
5. *Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.*

#### Sec 6-93 Subdivisions

1. *Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:*
  1. *Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;*
  2. *All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and*
  3. *Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.*
2. *Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:*
  1. *Delineation of flood hazard areas and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;*
  2. *Compliance with the site improvement and utilities requirements of Section 6-94 of this article.*

#### Sec 6-94 Site Improvements, Utilities And Limitations

1. *Minimum requirements. All proposed new development shall be reviewed to determine that:*
  1. *Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;*
  2. *All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and*
  3. *Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.*
2. *Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7*

- to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.
3. *Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.*
  4. *Limitations on placement of fill. Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. Fill shall not adversely impact adjacent properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.*
  5. *Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 6-87(b) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 6-94.4(e) of this article.*

#### Sec 6-94.1 Manufactured Homes

1. *General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to Section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this article.*
2. *Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:*
  1. *In flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the Florida Building Code, Residential Section R322 and this article.*
  2. *In coastal high hazard areas (Zone V) and Coastal A Zones, are designed in accordance with the applicable foundation requirements of the Florida Building Code, Residential Section R322 and this article.*
3. *Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.*
4. *Elevation requirement. All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation*

required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.

5. *Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.*
6. *Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.*

#### Sec 6-94.2 Recreational Vehicles And Park Trailers

1. *Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:*
  1. *Be on the site for fewer than 180 consecutive days; or*
  2. *Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.*
2. *Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 6-94.2(a) of this article for temporary placement shall meet the requirements of Section 6-94.1 of this article for manufactured homes.*

#### Sec 6-94.3 Tanks

1. *Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.*
2. *Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 6-94.3(c) of this article shall:*
  1. *Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.*
  2. *Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.*
3. *Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.*
4. *Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:*

1. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
2. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

#### Sec 6-94.4 Other Development

1. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:
  1. Be located and constructed to minimize flood damage;
  2. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
  3. Be constructed of flood damage-resistant materials; and
  4. Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
2. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
  1. Structurally independent of the foundation system of the building or structure; or
  2. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and have a maximum slab thickness of not more than four (4) inches.
3. Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones. In addition to the requirements of the Florida Building Code, in coastal high hazard areas and Coastal A Zones, decks and patios shall be located, designed, and constructed in compliance with the following:
  1. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
  2. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall

- be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.*
- 3. A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.*
  - 4. A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.*
- 4. Other development in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:*
- 1. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;*
  - 2. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and*
  - 3. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.*
- 5. Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones. In coastal high hazard areas and Coastal A Zones:*
- 1. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.*
  - 2. Fill shall not adversely impact nearby properties as specified in Chapter 30, Article VII Environmental Regulations, Division 8 Stormwater Management.*
  - 3. Fill shall not exceed 2 feet above average grade.*
  - 4. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.*

5. *Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.*

*In-ground pools and other in-ground features in coastal high hazard areas (Zone V) and Coastal A Zones. Installations of pools and other features that are in the ground where a small portion of the pool or other feature extends above the pre-construction grade is not in-ground. The placement of nonstructural fill to obscure portions that extend above that grade elevation is not permitted.*

## **Appendix B: Chapter 15 Stormwater**<sup>6</sup>

### **ARTICLE I. STORMWATER UTILITY SYSTEM**<sup>7</sup>

#### **DIVISION 1. GENERALLY**

##### **Sec. 15-1. Purpose and intent.**

*The purpose of this article is to promote the health, safety and general welfare of the inhabitants of the City of Key Colony Beach. This article is intended to comply with federal and state law and regulations regarding water quality.*

*(Ord. No. 435-2013, 10-10-13)*

##### **Sec. 15-2. Definitions.**

*For the purpose of this article, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meanings given by common and ordinary use as defined in the latest edition of Webster's Dictionary.*

*Board means the administrative hearing board, comprised of the city commission.*

*City administrator means the city administrator, the mayor or his designee.*

*Commercial property means any developed property not otherwise defined as residential.*

*Discharge means any direct or indirect entry of any solid, liquid or gaseous matter.*

*Dwelling unit means any residential space identified for habitation by members of the same family or as classified by the Florida Building Code.*

*Person means any natural individual, corporation, partnership, institution or other entity.*

*Residential property means any lot or parcel existing in the city developed exclusively for residential purposes including, but not limited to, single-family homes, half duplexes, manufactured homes, multifamily, apartment buildings and condominiums.*

<sup>6</sup>Editor's note(s)—Ord. No. 272, adopted May 9, 1991, repealed ch. 15, signs, §§ 15-1—15-10, derived from Ord. No. 130, §§ 2—8, 10, 11 adopted May 12, 1977; Ord. No. 152, §§ 1, 2, adopted June 26, 1980; Ord. No. 216, adopted Aug. 28, 1986; and Ord. No. 266, adopted Oct. 17, 1990. For current provision pertaining to signs, the user's attention is directed to the land development code adopted by the city (Ord. No. 272).

<sup>7</sup>Editor's note(s)—Ord. No. 435-2013, adopted Oct. 10, 2013, amended art. I in its entirety to read as herein set out. Former art. I, §§ 15-1—15-65, pertained to similar subject matter, and derived from Ord. No. 412-2009, adopted Sept. 24, 2009.

*Stormwater means any stormwater runoff, and surface runoff and drainage.*

*Stormwater system means the system of conveyances used for collecting, storing and transporting stormwater owned by the city, but not including any facilities intended to be used in accordance with applicable law for collecting and transporting sanitary or other wastewater.*

*(Ord. No. 435-2013, 10-10-13)*

## **DIVISION 2. ESTABLISHMENT OF UTILITY AND ERU RATE**

### **Sec. 15-3. Stormwater management utility service assessment.**

*A stormwater service assessment is hereby imposed upon each lot and parcel within the city for services and facilities provided by the stormwater management utility. For purposes of imposing the stormwater service assessment, all lots and parcels within the city are classified into the following two (2) customer classes:*

- (1) Residential, which includes vacant properties zoned residential.*
- (2) Commercial, which includes governmental, hotels and other.*

*(Ord. No. 435-2013, 10-10-13)*

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

*(a) The city administrator is directed to prepare a list of lots and parcels within the city and assign a classification of residential or commercial to each lot or parcel.*

*(b) The service assessment imposed shall be the rate of eighty dollars (\$80.00) per residential unit or residential lot or one hundred sixty dollars (\$160.00) per commercial parcel, plus any delinquency or past due amounts attributable to each residential unit, or residential or commercial parcel for stormwater services and facilities provided during the delinquency period.*

*(Ord. No. 435-2013, 10-10-13; Ord. No. 450-2016, 7-14-16; Ord. No. 2024-490, § 3, 6-20-24)*

### **Sec. 15-5. Billing and payment; penalties.**

*(a) The annual stormwater service assessment shall be collected and enforced in the same manner that ad valorem taxes are collected and enforced, including, but not limited to, provisions relating to discount for early payment, prepayment by the installment method, penalty for delinquent payment, and issuance of tax certificates and tax deeds for nonpayment, as provided for in F.S. § 197.3631. Failure to pay the annual stormwater utility assessment in the required manner will result in the issuance of a tax certificate against the subject property, and may result in the loss of title to the subject property.*

(b) *The owner of a property is responsible for all stormwater service assessments imposed under this division.*

(c) *Effective October 1, 2016 stormwater assessments shall be in the amount as set forth in section 15-4 for the fiscal year which shall run from October 1, through September 30.*

*(Ord. No. 435-2013, 10-10-13; Ord. No. 449-2016, 4-28-16)*

**Sec. 15-6. Adjustment of service assessment.**

(a) *Requests for adjustment of the stormwater management utility service assessment shall be submitted through the city administrator, who shall be given authority to administer the procedures and standards and review criteria for the adjustment of service assessment as established herein. The following procedures shall apply to all adjustment requests of the stormwater utility service assessment:*

(1) *Any owner who has paid his stormwater management utility service assessment and who believes the contribution rate component of his stormwater management utility service assessment to be incorrect may, subject to the limitations set forth in this article, submit an adjustment request to the city administrator.*

(2) *Request for adjustment of stormwater service assessment paid by an owner making the request shall be in writing and set forth, in detail, the grounds upon which relief is sought.*

(3) *Adjustment requests made during the first fiscal year that the stormwater management utility service assessment is imposed will be reviewed by the city administrator within a four-month period from the date of filing of the adjustment request. Adjustments resulting from such request shall be retroactive to the beginning of billings but shall not exceed one (1) year.*

(4) *The owner requesting the adjustment may, at his own cost, provide supplemental information to the city administrator including, but not limited to, facts, opinions or engineering services to substantiate his case.*

(5) *Adjustments to the stormwater management utility service assessment will be made upon the granting of the adjustment request in writing by the city administrator. Denials of adjustment requests shall be made in writing by the city administrator.*

(b) *Upon receipt of the written denial of the adjustment request, the owner who initially requested the adjustment may, within thirty (30) days of receipt of such denial, appeal to the board for review of the denial.*

(1) *The board shall complete its review within sixty (60) days of receipt of said request for appeal. The board's determination on the appeal shall be in writing and set forth in detail the reason for its decision.*

(2) *In evaluating the appeal, the board shall be bound by the standards and review criteria contained herein.*

(3) *All determinations of the board arising out of this section shall be final.*

*(Ord. No. 435-2013, 10-10-13)*

***Sec. 15-7. Stormwater utility enterprise fund.***

*There shall be established a stormwater utility enterprise fund for the deposit of all service assessment and charges collected by the stormwater utility service assessment. These funds shall be for the exclusive use of the city's stormwater management utility including, but not limited to the following:*

(1) *Stormwater management services, such as studies, design, permit review, plan preparation and development review.*

(2) *Operation, maintenance, repair and replacement of the stormwater collection, storage, treatment and conveyance infrastructure.*

(3) *Project costs related to constructing major or minor structural improvements to the stormwater-related infrastructure as provided in the city-wide stormwater management plan.*

(4) *Administrative costs associated with the management of the stormwater utility service assessment. A maximum of ten (10) per cent of the annual stormwater utility fund may be transferred to the general fund annually for administrative costs.*

(5) *Debt service financing of stormwater-related capital improvements defined in the city-wide stormwater management plan.*

(6) *Funding of studies including water quantity and quality monitoring, aerial photography, and geotechnical work associated with the planning of the stormwater-related infrastructure.*

*(Ord. No. 435-2013, 10-10-13)*

***DIVISION 3. OPERATION AND DISCHARGE***

***Sec. 15-8. Program administration.***

*It shall be the duty of the city administrator to administer the stormwater utility program. The city administrator shall keep an accurate record of all persons using the services and facilities of said stormwater management utility of the city and make changes in accordance with the rates and charges established in this article or by ordinance.*

*(Ord. No. 435-2013, 10-10-13)*

***Sec. 15-9. Illicit discharges.***

(a) *General prohibitions. Except as set forth under subsection (c) of this section or in accordance with a valid National Pollutant Discharge Elimination System (NPDES) permit, any discharge to the stormwater system that is not composed entirely of stormwater is prohibited.*

(b) *Specific prohibitions. Any discharge to the stormwater system containing any sewage, industrial waste or other waste materials, or containing any materials in violation of federal, state, county, municipal or other laws, rules, regulations, orders or permits, is prohibited.*

(c) *Authorized exceptions. Unless the city administrator determines that it is not properly managed or otherwise is not acceptable, the following discharges are exempt from the general prohibition set forth under subsection (a) of this section: flows from firefighting; water line flushing and other contributions from potable water sources; landscape irrigation and lawn watering, irrigation water; rising groundwaters; direct infiltration to the stormwater system; foundation and footing drains; air conditioning condensation; individual residential car washings; flows from riparian habitats and wetlands; and dechlorinated swimming pool contributions.*

(d) *Illicit connections. No person may maintain, use or establish any direct or indirect connection to the stormwater system that results in any discharge in violation of this article. This prohibition is retroactive and applies to connections made in the past, regardless of whether made under a permit, or other authorization, or whether permissible under laws or practices applicable or prevailing at the time the connection was made.*

(Ord. No. 435-2013, 10-10-13)

#### **Sec. 15-10. Spills and dumpings.**

(a) *Notification of spills. As soon as any person has knowledge of any discharge to the stormwater system in violation of this division, such person shall immediately notify the city administrator, and if such person is directly or indirectly responsible for such discharge, then such person shall also take immediate action to ensure the containment and cleanup of such discharge and shall confirm such telephone notification in writing to the city administrator at City of Key Colony Beach within three (3) calendar days.*

(b) *Administrative order. The city administrator may issue an order to any person to immediately cease any discharge, or connection to the stormwater system, determined by the city administrator to be in violation of any provision of this division, or in violation of any regulation or permit issued hereunder.*

(Ord. No. 435-2013, 10-10-13)

#### **Sec. 15-11. Enforcement.**

*A violation of this article or any resolution adopted pursuant to this article may be enforced by issuance of a citation, summons, notice to appear in county court, or by filing an action in civil*

court for injunction relief or by referral to the city code enforcement board. This section is supplemental and nothing contained herein shall prohibit this city from enforcing this article by any other lawful means.

(1) *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued hereunder, shall be subject to injunctive relief if necessary to protect the public health, safety or general welfare.

(2) *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued hereunder.

(3) *Enforcement actions.* The city administrator may take all actions necessary, including the issuance of notices of violation, the filing of court actions and/or referral of the matter to the local code compliance board to require and enforce compliance with the provisions of this article and with any regulation or permit issued hereunder.

(Ord. No. 435-2013, 10-10-13)

**Sec. 15-12. Inspections and monitoring.**

(a) *Authority for inspections.* Whenever necessary to make an inspection to enforce any of the provisions of this article, or regulation or permit issued hereunder, or whenever the city administrator has reasonable cause to believe there exists any condition constituting a violation of any of the provisions of this article, or regulation or permit issued hereunder, the city administrator may enter any property, building or facility at any reasonable time to inspect the same or to perform any duty related to enforcement of the provisions of this article or any regulations or permits issued hereunder; provided that:

(1) *If such property, building or facility is occupied, such authorized official shall first present proper credentials and request permission to enter; and*

(2) *If such property, building or facility is unoccupied, such authorized official shall make a reasonable effort to locate the owner or other person having charge or control of the property, building or facility, and shall request permission to enter.*

*Any request for permission to enter made hereunder shall state that the owner or person in control has the right to refuse entry, and that in the event entry is refused, the authorized official may enter to make inspection only upon issuance of a search warrant by a court of competent jurisdiction. If the owner or person in control refuses permission to enter after such request has been made, the authorized official is hereby authorized to seek assistance from any court of competent jurisdiction in obtaining entry.*

*(b) Authority for monitoring and sampling. Any authorized official may establish on any property such devices as are necessary to conduct sampling or metering of discharges to the stormwater system. During any inspections made to enforce the provisions of this article, or regulations or permits issued hereunder, any authorized official may take any samples deemed necessary.*

*(c) Requirements for monitoring. The city administrator may require any person engaging in any activity or owning any property, building or facility to undertake such reasonable monitoring of any discharge to the stormwater system and to furnish periodic reports.*

*(Ord. No. 435-2013, 10-10-13)*

**Secs. 15-13—15-40. Reserved.**

## **Appendix C: Asset Inventory Maps**

Under separate cover.

# Transportation Baseline Asset Inventory

Subsection 380.093, F.S.  
Key Colony Beach, Florida

0 485 970 Feet

Projection: N/A  
 Years: N/A  
 Water Rise (Inches): N/A  
 Scenario: N/A  
 Page: 1 of 1



Geospatial Intelligence DeLand, Florida  
 Environmental 386) 937-2314  
 IT Systems www.clearviewgeographic.com





# Critical Infrastructure Baseline Inventory - Electrical

Subsection 380.093, F.S.  
Key Colony Beach, Florida

0 300 1,000 Feet

N



Projection:	N/A
Year:	N/A
Water Rise (Inches):	N/A
Scenario:	N/A
Page:	1 of 1



### PROJECT PARTNERS



Geospatial Intelligence DeLand, Florida  
Environmental .386.537.2314  
IT Systems www.clearviewgeographic.com

- Study Area (Key Colony Beach)
- Energy**
- Pad Mounted Transformers
- Transmission Towers
- Pullboxes
- Risers
- Junction Cabinets
- Transformers
- Underground Primary



**Critical Infrastructure Baseline Inventory - Potable**  
 Subsection 380.093, F.S.  
 Key Colony Beach, Florida

0 500 1,000 Feet



Projection:	N/A
Years:	N/A
Water Rise (Inches):	N/A
Scenario:	N/A
Page:	1 of 1



PROJECT PARTNERS

**CLEARVIEW**  
**-GEOGRAPHIC-**  
 Geospatial Intelligence DeLand, Florida  
 Environmental (386) 937-2314  
 IT Systems www.clearviewgeographic.com

- Study Area (Key Colony Beach)
- Potable Infrastructure
  - wSystem Valve
  - wSampling Station
  - wHydrant
  - wControl Valve
  - wRetired Main
  - wPressurized Main



**Critical Infrastructure Baseline Inventory - Sanitary Sewer**  
 Subsection 380.093, F.S.  
 Key Colony Beach, Florida

Projection: N/A  
 Year: N/A  
 Water Rise (inches): N/A  
 Scenario: N/A  
 Page: 1 of 1



**PROJECT PARTNERS**

Geospatial Intelligence  
 Environmental IT Systems  
 Deland, Florida  
 (386) 957-2314  
 www.clearviewgeographic.com

Study Area (Key Colony Beach)  
 Sanitary Sewer Infrastructure  
 Wastewater Plant



# Critical Community and Emergency Baseline Inventory

Subsection 380.093, F.S.  
Key Colony Beach, Florida

0 500 1,000 Feet

N

Projection: N/A  
Year: N/A  
Water Rise (Inches): N/A  
Scenario: N/A  
Page: 1 of 1



PROJECT PARTNERS



**CLEARVIEW**  
-GEOGRAPHIC-

Geospatial Intelligence DeLand, Florida  
Environmental (386) 537-2314  
IT Systems www.clearviewgeographic.com

- Study Area (Key Colony Beach)
- Community/Emergency
  - Key Colony Beach City Hall
  - Key Colony Beach City Hall Annex
  - Key Colony Beach Police Dept.
  - Key Colony Beach Auditorium
  - Evacuation Routes



**Natural Baseline Inventory - Aquatic**  
 Subsection 380.093, F.S.  
 Key Colony Beach, Florida

0 500 1,000 Feet



Projection: N/A  
 Year: N/A  
 Water Rise (Inches): N/A  
 Scenario: N/A  
 Page: 1 of 1



PROJECT PARTNERS



Geospatial Intelligence DeLand, Florida  
 Environmental 386) 537-2314  
 IT Systems www.clearviewgeographic.com

- Study Area (Key Colony Beach)
- Wetlands and Aquatic Environments**
- NWI Wetlands
- Mangroves
- Continuous Seagrass
- Patchy (Discontinuous) Seagrass
- Critical Coral Reef Habitat
- National Hydrography**
- Lakes, Ponds, Reservoirs, and Estuaries



**Natural Baseline Inventory - Terrestrial**  
 Subsection 380.093, F.S.  
 Key Colony Beach, Florida

0 500 1,000 Feet



Projection:	N/A
Year:	N/A
Water Rise (Inches):	N/A
Scenario:	N/A
Page:	1 of 1



PROJECT PARTNERS



Geospatial Intelligence DeLand, Florida  
 Environmental 386) 957-2314  
 IT Systems www.clearviewgeographic.com

- Study Area (Key Colony Beach)
- Terrestrial**
- T&E Species Critical Habitat
- Shorelines**
- Natural
- Solid Man-Made Structures
- Rip Rap
- Beaches



**RESOLUTION NO. 2026-05**

**A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF KEY COLONY BEACH, FLORIDA TO INCUR COSTS RELATED TO VARIOUS CAPITAL IMPROVEMENTS; EXPRESSING THE INTENT FOR PURPOSES OF COMPLIANCE WITH UNITED STATES TREASURY REGULATION SECTION 1.150-2 TO REIMBURSE WITH PROCEEDS OF REVENUE NOTES THE CAPITAL EXPENDITURES MADE WITH RESPECT TO SUCH CAPITAL IMPROVEMENTS IN AN AGGREGATE PRINCIPAL AMOUNT NOT EXCEEDING \$3,000,000; AND PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the City of Key Colony Beach, Florida (the "City") intends to finance costs that it has incurred and/or will incur related to capital improvements to City Hall, including Marble Hall, as more particularly described on Exhibit A (collectively, the "Project") and financing costs of such Project with a portion of the proceeds of revenue bonds, notes or other debt obligations to be issued in the future in one or more series, all or a portion of which may be issued as bonds the interest on which is excludable from gross income of the holders thereof for federal income tax purposes with a principal amount of such obligations not exceeding \$3,000,000 to be expended with respect to the Project (collectively, the "Note"); and

**WHEREAS**, (a) more than sixty days preceding the date of this Resolution (the "Official Intent Date") and before the issuance of the Note, the City has or may have initially used funds not derived from the proceeds of the Note to pay certain preliminary expenditures for, among others, architectural, engineering, surveying, soil testing, costs of issuing the Note or similar purposes other than land acquisition, site preparation and similar costs incident to the commencement of construction, (b) within the sixty days preceding the Official Intent Date and before the issuance of the Note, the City has or may have initially used funds not derived from the proceeds of the Note to pay certain acquisition, construction, planning, design, legal or other costs and capital expenditures incurred by the City in connection with the Project, and (c) the City expects initially to use funds not derived from proceeds of the Note to pay on or after the Official Intent Date and before the issuance of the Note additional acquisition, construction, planning, design, legal and other costs and capital expenditures incurred by the City in connection with the Project (collectively, the "Advanced Funds"); and

**WHEREAS**, the City reasonably anticipates that the Advanced Funds will be available to pay expenditures incurred in connection with the Project only for a temporary period and does not reasonably expect to have any funds (other than the proceeds of the Note) allocated on a long-term basis, reserved, or otherwise available pursuant to its budgetary or financial policies to pay the expenditures initially to be paid with the Advanced Funds.

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

**Section 1. Authority for this Resolution.** This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the City's Charter and other applicable provisions of law (the "Act").

**Section 2. Findings.** The City hereby finds, determines and declares as follows:

A. The City is authorized under law, including, without limitation, the Act, to issue the Note for the valid public purpose of paying the cost of the Project.

B. The City intends to finance the cost of the Project with the proceeds of the Note to be issued in the future in one or more series.

C. The City expects to pay or reimburse certain costs of the Project from the Note and it is anticipated that the interest on the Note will be excludable from gross income of the holder thereof for federal income tax purposes.

**Section 3. Expression of Intent.** The City reasonably expects to use proceeds of the Note to reimburse itself for all expenditures described herein made with the Advanced Funds. This Resolution is a declaration of the official intent of the City in that regard, within the contemplation of Section 1.150-2 of the Income Tax Regulations promulgated by the United States Department of the Treasury.

**Section 4. Maximum Amount of Debt.** The maximum principal amount of the Note is \$3,000,000.

**Section 5. Expenditures to be Reimbursed.** All of the expenditures initially to be paid with the Advanced Funds that will be reimbursed from proceeds of the Note have been or will be for costs that (i) are properly chargeable to the capital account of a component of the Project (or would be so chargeable with a proper election or application of placed in service under such regulations) under general income tax principles, (ii) constitute non-recurring extraordinary working capital expenditures (of a type not customarily payable from current revenues), or (iii) are costs of issuing the Note. No proceeds of the Note will be used to reimburse any expenditures originally paid more than sixty days prior to the Official Intent Date except those expenditures constituting "preliminary expenditures" under Section 1.150-2 of the Income Tax Regulations.

**Section 6. Further Action.** The officers and employees of the City are hereby authorized to do all acts and things required of them by this Resolution for the full, punctual and complete performance of all the terms, covenants and agreements contained herein or necessary or convenient to the issuance of the Note as provided herein.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon its adoption.

[Remainder of Page Intentionally Left Blank]

**PASSED AND ADOPTED** by the Commission of the City of Key Colony Beach, Florida, at its regular meeting of the City held on the 19<sup>th</sup> of March, 2026.

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

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

ATTEST:

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

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

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Dirk Smits, City Attorney

**Exhibit "A" to Resolution  
Project Description**

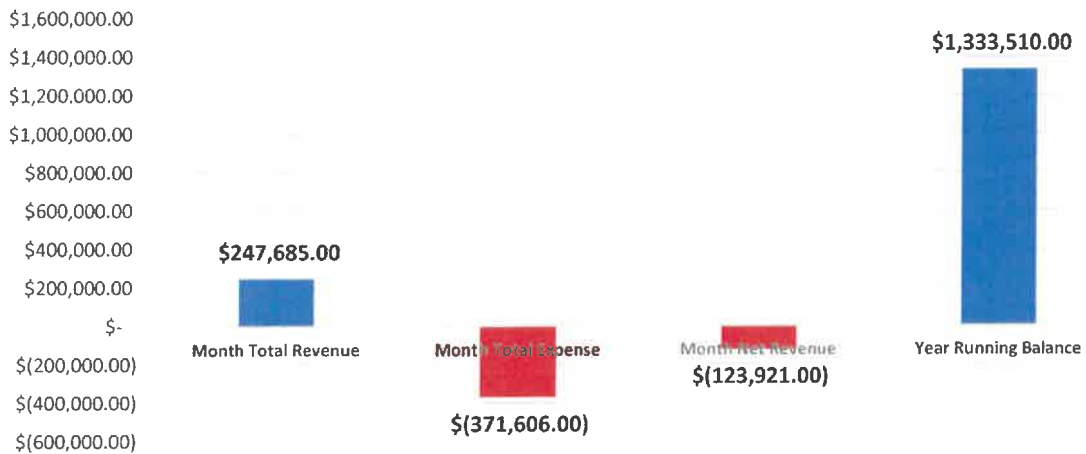
Improvements to City Hall, including Marble Hall, as a part of the City of Key Colony Beach Public Safety Facility Hardening Project.

**City of Key Colony Beach Treasurer’s Report – March 19, 2026**

**February 28, 2026, financial summary – General Fund**

✓ 5th Month of the 2026 fiscal year budget, Monthly Plot below:

Key Colony Beach - General Fund - February 2026 Summary (5th month of the 2026 Fiscal Year)



**Revenue Comments:**

- Ad-Valorem at 88% of total budget for the year, in good shape
- State Shared Revenue and Interest YTD amounts slightly below budgeted values

**Expenses Comments:**

- Expenses tracking over 5-month budget target:
  - Legal
  - Legislative
  - Law Enforcement

**Grant Reimbursements:**

- City Hall Hardening reimbursement requested for \$450,394.77 received 18Fe26

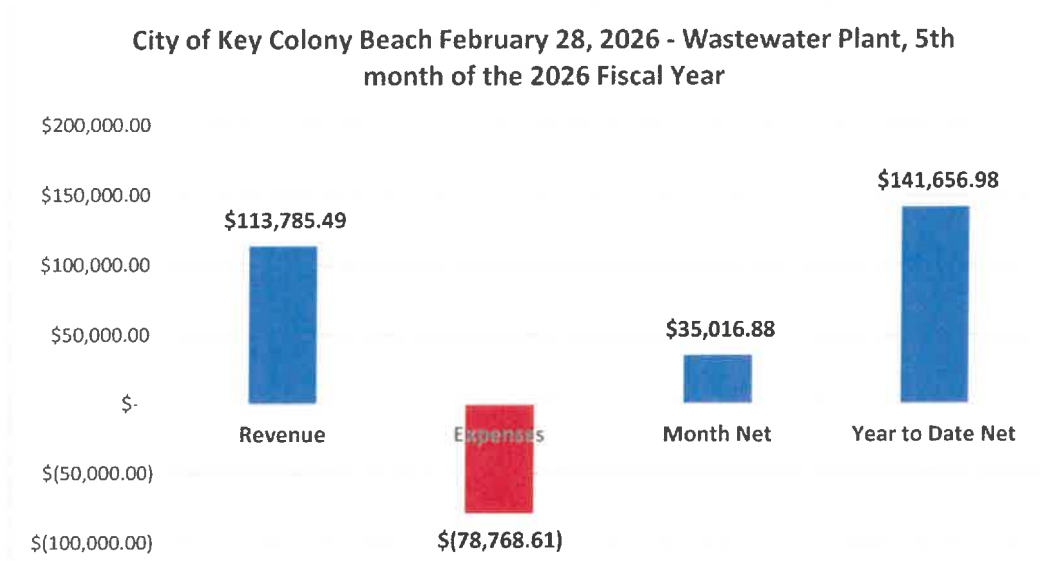
**Building Fund:**

- Year-to-date status remains in good shape, at positive \$43,232.00. Revenue lower than planned budget, Expenses lower than planned budget, net YTD remains in good shape.

**City of Key Colony Beach Treasurer's Report – March 19, 2026**

**February 28, 2025, financial summary – Wastewater/Stormwater**

✓ 5th month of the 2026 Fiscal Year, Wastewater Monthly plot below:



**Revenue Status:**

- No concerns.
- Grant funding of \$92,028.76 recorded

**Expenses Status:**

- System maintenance/repairs and Plant Maintenance low for YTD expected values
- Sludge hauling low for February

**Stormwater:**

Checking/Savings balance \$607,938.24

**Revenue:** Stormwater fees collected for YTD at 95% of budget based on front end loading of revenue

**Reimbursement grant status:** \$168,039.00 recorded in February

**Key Colony City Commission Meeting 19Mr26 Commissioner updates:**

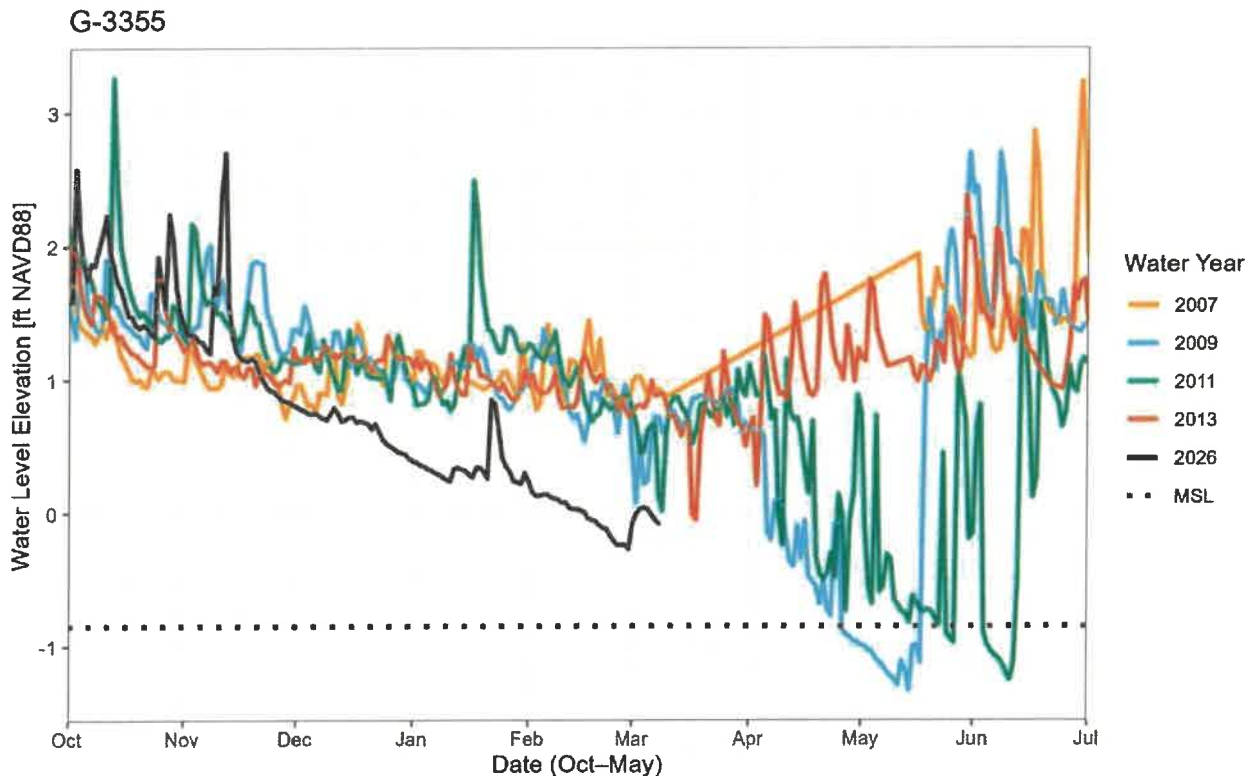
**Topic: South Florida Water Management District (SFWMD) Water Shortage Warning –  
Monroe County released on 06Fe26**

At this time, we still remain in a drought condition; under a water shortage warning; there is a voluntary request to reduce water and irrigation usage:

**Suggestions:**

- Review and implement irrigation usage once a week (irrigation usage in the Keys uses about 40% of our water)
- Fix any leaks
- Avoid washing or cleaning streets, sidewalks, and driveways.
- Reduce water usage indoors when possible. Conserve usage for showers, laundry, and dishwashers.

Updated status plot through early March 2026: Data provided by Thomas Colios, Senior Administrator, Water Supply, SFWMD



**Key Colony City Commission Meeting 19Mr26 Commissioner updates:**

**Topic: License Plate Readers (LPR) Technology, Insight LPR LLC Contractor**

**Background:**

- Key Colony Beach approved the purchase of 2 license plate reader cameras at the July 17, 2025, City Commission Meeting. Contractor is Insight LPR LLC.
- This technology is another tool for Law Enforcement usage to monitor license plates for stolen vehicles, wanted suspects, and missing people.
- Insight LPR Contractor is the same contractor that Monroe County Sherrif office uses to allow sharing of data between the Sherrif's office and Key Colony Beach to optimize the protection capabilities for residents.
- The LPR devices provide a plate number and plate state, with a generated image of the back of the vehicle, so the vehicle type, model and color can be determined.
- The sharing of data collected must be requested and approved by the agency collecting the data.

**Discussion with Monroe County Sherrif office (Sargent Jamie Buxton/Captain Derek Paul/myself)**

- Monroe County Sherrif has been using this technology now for 3 years, throughout the Keys. Frequency of data collections for concern areas is approximately 2 per hour.
- They have seen a large improvement in helping to locate missing people, wanted suspects, stolen vehicles and stolen properties.
- They believe this is one of their best technologies to help solve crimes
  - Examples given- serious crimes, burglaries, vehicles stolen, open warrants, help in domestic violence cases, etc. Many actual local examples provided for resolving crimes in a timely manner.
- Shared usage is approved at a supervisory level
- Policies and procedures have been implemented and updated on a regular basis
- Menu driven approval is required for types of concerns to monitor for
- Cameras can be used for "Live" monitoring on a limited basis if a real time event is in progress.
- LPR usage within Key Colony Beach is planned to be shared with Monroe County Sherrif's office to obtain optimal coverage for protection of our residents.
- Neighborhoods within Monroe County have requested implementation after seeing the benefits
- Example picture:



**Key Colony City Commission Meeting 19Mr26 Commissioner updates:**

**Topic: License Plate Readers (LPR) Technology, Insight LPR LLC Contractor**

**Follow-up recommendations:**

- Implement the usage at Key Colony Beach
- Review the Monroe County Sheriff's Policies and Procedures for usage with the Key Colony Beach Police Department, implement a policies and procedures document with any edits.
- Set up a monitoring method of usage and users with oversight
- Set-up regular Police meetings with Monroe County Sherrif's office for lessons learned sharing
- For future service contracts, assure the full contract details are shared with the commission for review and comment.