MONROE COUNTY
HIGGS BEACH, KEY WEST

Higgs Beach Property
Higgs Beach Restaurant Conversion
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Hurricane Damage Estimate
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Task Order (Attachment I)
Task Order (Attachment J)
West Martello Rain Catchment
Task Order (Attachment L)

Higgs Beach Property - Property conveyance and repair issues

County of Monroe
The Florida Keys

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BOARD OF COUNTY COMMISSIONERS
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To: Christine Hurley, County Administrator

From: Pedro Mercado/ Ana Walter/John Allen
Subject: Higgs Beach property – property conveyance and repair issues

Date: May 12, 2025

In order to convey the Higgs Beach parcel(s) to the City of Key West (City) the City would have to agree to accept the parcel(s) with 2 significant encumbrances. The first is LWCF Grant Project no. 12-00209. The LWCF grant was used for construction of certain outdoor recreation facilities and improvements, including site preparation, tennis courts, shelters, and picnic facilities. The second encumbrance on the property is the Non-Directional Beacon (NDB) site parcel within Higgs Beach Park.

With regards to the NDB site, county airport staff has been successful in getting the Federal Aviation Administration (FAA) to declare the NDB obsolete and to approve for its decommissioning and demolition. The demolition of the NDB tower and the associated equipment building was completed at the end of December 2024 and the site was cleared. Airport staff, working with its airport consultants, is now working with the federal government in order to have the decommissioned parcel transferred to Monroe County. It is important to note several things here. The effort to obtain possession of the NDB site is driven by the terms of an interlocal agreement (ILA) with the City of Key West which transferred possession of the Hawk Missile Site (HMS) to the county for incorporation of the HMS into the Key West International airport so that that airport could perform mitigation work required under the Taxiway A improvements permit. Under the terms of the ILA, once the NDB site is acquired, the airport will pay for the installation of a recreational field at the NDB site. As a result, if the county is successful at obtaining the parcel from the federal government, the expenditure of airport funds, as well as the restrictive covenants the conveyance instrument will likely contain will, **almost certainly**, prevent conveyance of this parcel to the city.

With regards to the LWCF grant, without going into the history of the site of the Salute restaurant, the restaurant standing alone may or may not be a violation of the grant. To be clear, when the county contemplated the realignment of Atlantic Boulevard through the Higgs Beach/Park area the county began the process of determining whether a conversion of recreation land would take place and whether that would require mitigation by encumbering other county land for recreational

purposes. It was during this process that the issue of the restaurant possibly needing to be included in the conversion process arose.

Concession stands with outdoor dining including pavilions and protected patios are allowable without further NPS approval if the primary purpose is to serve the outdoor recreating public. The NPS may find that the facility does not trigger a conversion if the public facility clearly enhances or benefits outdoor recreation use of the entire park, and the facility is compatible with and supportive of the outdoor recreation resources and opportunities of the LWCF-assisted area. In addition, the current LWCF grant manual (2023) expressly acknowledges that restoration and reuse of pre-existing buildings may offer opportunities for attracting visitors to a public park area and for keeping them secure and maintained, all while conducting operations that support the LWCF outdoor recreation purpose of the site. As such, it allows use of pre-existing buildings constructed before LWCF boundary area establishment without NPS approval under certain uses. Allowable uses of pre-existing buildings constructed before the LWCF boundary area establishment where NPS approval is not required include indoor dining accommodations when the primary purpose is serving visitors of the LWCF-assisted area as the primary market and not the general non-park using public. In order to resolve this issue, staff contacted TY Lin and obtained a proposal however, as a result of other work priorities, the proposal (Attachment A) was never approved. If so directed, staff can once again contact TY Lin and request an update to the proposal in order to resolve this issue.

In terms of the cost of operations at Higgs Beach, for FY 2024, income from the rental concessions exceed the cost of operations at Higgs Beach. Attachment B-1 is an income statement for Higgs Beach showing rental income for Higgs Beach, Operating Expenses for Higgs Beach and TDC District 1 revenue. Attachment B-2 is the proposed budget for FY-26.

Higgs Beach also contains a number of amenities that are in need of repair/refurbishment. Attached to this memo is a Higgs Beach Pavilions Assessment and Recommendations report (Attachment C) dated February 13, 2024 and an initial Hurricane Ian damage estimate (Attachment D) for Higgs Beach that is approximately 2 years old and a Hurricane Ian FEMA damage assessment report (Attachment E) for Higgs Beach with the repair projects completed to date struck-through and including notes regarding dates and repair amounts. The Pavilions Assessment and Recommendations report does not include any cost estimates and, as we proceed, the Hurricane Ian FEMA damage assessment report will need to be updated as work is completed. With regards to the repairs at Higgs Beach, the following is a synopsis of the projects the County has in process;

- Higgs Beach Seawall Repairs. Scope is to design and construction repairs to the damage caused by an un-named storm on or about December 2023. The design firm of CPH, LLC was hired to conduct an assessment of the damage, prepare a preliminary report documenting the damage, determine design criteria and options and provide recommendations for repair or replacement. (see attached Task Order with CPH and their Higgs Beach Seawall Analysis Report, Attachment F). One of the recommendations by CPH was to re-build the seawall in phases, with the first phase being the damaged section and adjacent control points along the wall. A Capital Investment Proposal (CIP) was developed for the first phase and shows the timeline and funding required (over the Fiscal Years 2026 – 2028, totaling $3.3M). This CIP is not currently funded in any way.

- Reynolds Streer Pier Upgrades. Scope is to investigate, design and construct structural upgrades to the Pier, located on Higgs Beach. The sub-structure of the pier (concrete pilings and bents) was constructed circa 1985. The joists and decking were all replaced in 2018. In 2021, the County submitted a grant application to TDC to partially fund the project and were awarded $259,448. Also in 2021, the County submitted an application to FDOT for a TAP Grant and were awarded a total of $568,436, programmed in the FDOT work Program for FY26 and FY27 (see attached Project Funding Recommendation letter from FDOT, Attachment G). Unfortunately, the funding and schedule was developed prior to the TDC ruling that their grants would not pay for design fees. We have discussed the matter with FDOT and were informed that the TAP grant funds also cannot be used for design, since the funds were programmed as construction money. FDOT recommended we supplement the local funds for the design effort and move the TAP Grant monies all to FY27. Following that recommendation, Project Management has requested an additional $100,000 in County capital funds in FY26 and sent a letter (Attachment H) to FDOT requesting all TAP grant funds (construction money) be moved out to FY27. The original total project cost before the additional $100K from the County was $827,884. After the additional funding, the project cost will be $927,88 with about 90% grant funds.

- West Martello Tower Repairs. The West Martello is listed on the National Historic Register. As such, FEMA requires that the repairs on historic resources be completed as part of a separate project. The County currently has a Task Order contract (Attachment I) with Bender Associates, Architects to prepare the design and construction plans for the repairs. Bender has many years of experience in the design and construction of historical repairs and renovations. All repairs are included on the FEMA Damage Description. The plans are currently at the 75% complete stage.

- West Martello Tower HMGP (Mitigation). The long-term lessor and operator of the West Martello Tower is the Key West Garden Club. One of the features of the grounds and gardens is a rain catchment and irrigation system to reduce utility water usage. The rain catchment system has been overwhelmed by several named and unnamed storms over the past several years, including Hurricane Ian. After discussion with FEMA, repairs and, especially upgrades to the rain catchment system were proposed to mitigate the potential for damage in future storms. The FEMA Hazard Mitigation Grant Program (HMGP) can provide upgrades and enhancements to infrastructure, beyond just repair and restoration to pre-storm conditions (like-for-like), that will mitigate the potential for future damage. The goal is to save money by preventing future damage. The County has a Task Order contract (Attachment J) with Bender Associates, Architect to evaluate and select a mitigation strategy and then prepare design and construction plans for the repairs. Bender and their subconsultant, TLC Engineering, have prepared an assessment of the rain catchment system and proposed structural hardening report (Attachment K). This report and recommendations are currently being reviewed by FDEM / FEMA prior to proceeding with full construction drawings.

- Higgs Beach Repairs. Hurricane Ian also damaged several areas within Higgs Beach Park. As described above, the repair of the Higgs Beach Park items is being conducted as a separate project from the West Martello repairs. The County has a Task

Order contract with Bender Associates, Architect to design and prepare construction drawings for the repairs (Attachment L). This task order was just executed in March 2025 and is just getting underway. A few of the repairs listed on the FEMA Damage Description were completed separately due to dangerous conditions that warranted early (and separate) repairs – these include the following: Tennis / Pickleball courts, fencing, windscreens and net repairs, beach-side playground equipment repairs, and Yoga platform repairs.

Lastly, the 3 parcels that comprise the Higgs Beach property are;

1) parcel number 00058790-000100 comprising 220,413 sq. ft or 5.06 acres of land and valued at $15,102,315.
2) parcel number 00058800-000000 comprising 489,755 sq. ft or 11.24 acres of land and valued at $28,707,719; and
3) parcel number 0058790-000000 comprising 26,571 sq. ft or .60 acres of land and valued at $4,111,084.

The county is the owner of the first 2 parcels listed above which comprise 16.3 acres valued at $43,810,034. The third parcel listed above is the FAA parcel that the county is in the process of attempting to acquire. Once the county acquires the FAA parcel, if all 3 parcels are included, the 3 Higgs Beach parcels would comprise a total of 16.9 acres valued at $47,911,118. However, again, please note that if the county is successful at obtaining parcel number 0058790-000000, the third parcel listed above, while the county may be able to turn the parcel in to a recreational field for use by the city, the county will **almost certainly** not be able to convey that parcel to the city.

Higgs Beach Restaurant Conversion

TYLin

August 16, 2023

Ms. Nathalia Mellies Archer
Assistant County Attorney
Monroe County Attorney's Office
1111 12th Street, Suite 408
Key West, FL 33040
(305) 292-3470 (phone)
(305) 292-3516 (facsimile)
Email: archer-nathalia@monroecounty-fl.gov

RE: Higgs Beach Restaurant Conversion
Professional Services

Dear Ms. Archer:

We are pleased to submit this proposal to provide Professional Services for the Higgs Beach Conversion as described in the attached Exhibit "A," "Scope of Services".

We will perform this work as described in Exhibit "A," "Scope of Services," for a Not to Exceed fee of $15,180, as detailed in Exhibit "B", Fee Estimate.

We trust you will find this proposal acceptable, and we look forward to working with you on this important project. Thank you for this opportunity to provide our services to the County.

Sincerely,

Michelle Arana, P.E.
PROJECT MANAGER
TYLin

TYLin

EXHIBIT "A"
CONSULTANT WORK ORDER PROPOSAL

Date: 8/16/2023

I. PROJECT HISTORY

Higgs Beach was designated in 1948 by Monroe County with a total area of approximately 16.5 acres. It is affectionately known in the community as the "Local's Beach." Located between White Street and Reynolds Street, Higgs Beach is bifurcated by Atlantic Boulevard, which provides primary access for many residents and visitors to the area. The sandy beach areas are located on the south side of the roadway as well as a restaurant (Salute!, On the Beach), a pedestrian walkway, beach tables, parking areas, and other beach amenities. On the north side of Atlantic Boulevard, six asphalt tennis courts, two small parking lots, a playground, a dog park, and an FAA tower are found.

Monroe County in the past has received funds through the Land and Water Conservation Fund (LWCF) Act for Clarence S. Higgs Memorial Beach Park for the development of picnic shelters, picnic benches, picnic grills, park roadway/entrance road access and enhancement, handball/racquetball court, tennis courts, landscaping, and signage. During the Atlantic Boulevard Realignment Project, the County was notified by FDEP that the current operation of the restaurant at Higgs Beach is not in compliance with the terms of the LWCF grant. FDEP claims that the concept of a "snack bar" was approved at the time of the grant award, and that a full-scale restaurant and bar which accepts reservations does not constitute an approved support element to outdoor recreation. FDEP requests a conversion of the LWCF land to non-recreation use according to 36 CFR 59.3 and the LWCF State Assistance Program Manual, Volume 71.

II. INTRODUCTION

This Scope of Work outlines the tasks, responsibilities, and deliverables for TYLin to review the information provided by the county, assess the construction date of the pre-existing restaurant building on Higgs Beach, determine its association with the established LWCF (Land and Water Conservation Fund) boundary area, and compile backup documentation regarding the LWCF boundary establishment. Additionally, TYLin will evaluate the exemption status for the current operation of the restaurant and its associated 4,221 square feet footprint, based on Chapter 8, Article J of the LWCF Manual.

The purpose of this review is to demonstrate that the restaurant building, and its associated parking were constructed before the establishment of the LWCF boundary area, to assess whether the pre-existing building's current use and operation as a restaurant within the LWCF boundary area meets the criteria for exemption as outlined in the LWCF Manual and to convey to the National Park Service (NPS) and the Department of Environmental Protection (DEP), on behalf of Monroe County, that the conversion is exempt and in compliance with the relevant LWCF regulations.

III. OBJECTIVES

The main objectives of this scope of work are as follows:

A. Review the information provided by the county regarding the pre-existing restaurant building on Higgs Beach and its associated parking.

B. Determine if there is sufficient evidence to prove that the restaurant building and parking were constructed before the establishment of the LWCF boundary area.

C. Compile backup documentation of the establishment date of the LWCF boundary area.

D. Evaluate the exemption status for the current operation of the restaurant and its associated 4,221 square feet footprint based on Chapter 8 Article J of the LWCF Manual.

IV. SCOPE OF WORK

The scope of work includes the following tasks:

1. Review of Information, Research and Analysis: i. Obtain from the County all available documentation, plans, permits, and records related to the construction of the restaurant building and parking. ii. Assess the completeness and accuracy of the provided information. iii. Conduct thorough research on the establishment date of the LWCF boundary area. iv. Analyze the provided information and cross-reference it with historical records and relevant documentation to determine the construction date of the restaurant building and parking. v. Evaluate the credibility and reliability of the available evidence.

2. Documentation and Exemption Evaluation Report: i. Prepare a comprehensive report documenting the findings of the review, analysis, and research. ii. Include detailed explanations and references to support the conclusions reached. iii. Compile backup documentation of the establishment date of the LWCF boundary area, including relevant official records, legislation, or other credible sources. iv. Conduct a thorough evaluation of the current operation of the restaurant and its associated 4,221 square feet footprint. v. Analyze the requirements outlined in Chapter 8 Article J of the LWCF Manual to determine if the conversion is exempt. vi. Review and interpret the relevant regulations and guidelines provided by NPS and DEP to ensure compliance.

3. Communication with Stakeholders: i. Liaise with the Monroe County representatives to ensure a clear understanding of the desired outcome and objectives regarding the conversion exemption. ii. Collaborate with the relevant stakeholders, including NPS and DEP, to clarify any questions or concerns related to the exemption evaluation.

4. Optional Support: i. Provide support and guidance to Monroe County in preparing any additional documentation or applications required to communicate the exemption determination to NPS and DEP. ii. Assist in any further discussions or negotiations with the regulatory authorities if needed.

5. Site Inspection (if necessary): i. If deemed necessary, visit the Higgs Beach site to gather additional information, assess the existing conditions, and identify any visible indicators of the construction date. ii. Document the observations made during the site inspection.

V. ASSUMPTIONS:

1. Assumption of Information Accuracy: This proposal assumes that the information provided by the county regarding the pre-existing restaurant building, its associated parking, and the LWCF boundary establishment is accurate and complete.
2. Assumption of Access to Relevant Documentation: It is assumed that TYLin will have access to all necessary documentation, plans, permits, records, and historical information related to the construction of the restaurant building, the LWCF boundary establishment, and any other relevant documents required for the review and evaluation process.
3. Assumption of Cooperation: It is assumed that Monroe County, as well as the National Park Service (NPS) and the Department of Environmental Protection (DEP), will cooperate and provide the necessary support and information required for TYLin to conduct a comprehensive review, analysis, and evaluation.
4. Assumption of Meetings: It is assumed that meetings will be held virtually.

VI. EXCLUSIONS:

1. Legal Advice: This proposal does not include the provision of legal advice. Any legal interpretation of regulations or guidelines should be sought from qualified legal professionals. TYLin's role is limited to reviewing and analyzing available information and providing technical expertise within the specified scope of work.
2. Physical Assessments Beyond Site Inspection: This proposal includes a site inspection only if deemed necessary. However, it excludes any further physical assessments such as structural evaluations, surveys, or engineering analysis, unless explicitly specified in the scope of work.
3. Construction Date Verification: While the proposal includes a review of information and analysis to determine the construction date of the pre-existing restaurant building, it is important to note that the determination will be based on the available documentation, historical records, and evidence. Absolute certainty regarding the construction date may be subject to limitations if comprehensive and conclusive documentation is not available.
4. Application Preparation: This proposal includes optional support in preparing additional documentation or applications required to communicate the exemption determination to NPS and DEP. However, it does not include the submission of applications on behalf of Monroe County or representation in any legal or regulatory proceedings.
5. Changes in Regulatory Framework: This proposal is based on the current understanding of regulations and guidelines applicable to the LWCF and the specific project. It does not account for potential changes in legislation, regulations, or guidelines that may occur during the course of the project.

Please note that the assumptions and exclusions mentioned above are subject to agreement and clarification between TYLin, Monroe County, and other relevant stakeholders involved in the project.

If the exemption to the conversion is not accepted by NPS and DEP, TYLin will provide a subsequent proposal to determine eligibility of the proposed replacement properties provided by the County and assist with the conversion process as agreed with Monroe County.

VII. SCHEDULE OF WORK – TIME OF PERFORMANCE

TYLin shall submit the Deliverables and perform the Work as depicted in the tables below:

SCHEDULE OF DELIVERABLES			
Task, Sub-task, or Activity ID #	**Major Task, Sub-Task, Activity, or Deliverable**	***Duration** (specify weeks or calendar days)*	**Delivery Date*** *(cumulative weeks, or calendar days)*
Task 1	Review of Information, Research and Analysis	3 days	NA
Task 2	Documentation & Exemption Evaluation Report	1 week	NA
Task 3	Communication with Stakeholders	3 days	NTP+10 days
Task 4	Optional Support	NA	NA
Task 5	Site Inspection (if necessary)	1 day	NA

V. COMPENSATION

TYLin shall perform the Work detailed in this Proposal for a Times and Material Not to Exceed Fee of Fifteen Thousand One Hundred and Eighty dollars ($15,180.00).
Said fee includes an allowance for Reimbursable Expenses required in connection with the Work, which shall not exceed Three Thousand dollars ($3,000.00). Said Reimbursable Expenses shall be used in accordance with the Agreement Provisions and shall conform to the limitations of Florida Statutes § 112.061.
The County shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount.

*SUMMARY OF COMPENSATION**			
Task, Sub-task, or Activity ID #	***Major Task Name and/or Activity Description***	***Fee Amount***	***Fee Basis***
Task 1	Review of Information, Research and Analysis	$ 3,130	Not to Exceed
Task 2	Documentation & Exemption Evaluation Report	$ 3,840	Not to Exceed
Task 3	Communication with Stakeholders	$ 1,226	Not to Exceed
Task 4	Optional Support (optional)	$ 1,328	Not to Exceed
Task 5	Site Inspection (if necessary) (optional)	$ 2,656	Not to Exceed
	SUB TOTAL	$12,180	Not to Exceed
	Reimbursable Expenses	$3,000	Not to Exceed
	GRAND TOTAL	$15,180	Not to Exceed

TYLin

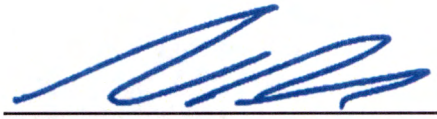
VI. PROJECT MANAGER

TYLin's Project Manager for this Work Order assignment will be Michelle Arana.

Submitted by:

Michelle Arana, P.E.
TYLin

Reviewed and approval in concept.
recommended by:



Ed Palacio, P.E.
TYLin Road & Highways South Sector Manager, Vice President

Nathalia Mellies Archer
Assistant County Attorney
Monroe County Attorney's Office

EXHIBIT "B": FEE ESTIMATES

TYLin

Higgs Beach Restaurant Conversion

Date: 08/16/23

Project:

TASKS	No. Shts	Jeffry Marcus Hours	Rate $ 258.00	Michelle Arana Hours	Rate $ 180.00	Sara Gutekunst Hours	Rate $ 152.00	Andrea Orozco Hours	Rate $ 119.00	Total Hours	Total Cost
Task 1											
Review of Information		1	$258	1	$180	2	$304	8	$952	12	$1,694
Research and Analysis				1	$180	2	$304	8	$952	11	$1,436
									Sub-Total Task 1:		*$3,130*
Task 2											
Documentation				2	$360	4	$608	8	$952	14	$1,920
Exemption Evaluation Letter Report				2	$360	4	$608	8	$952	14	$1,920
									Sub-Total Task 2:		*$3,840*
Task 3											
Communication with Stakeholders		1	$258	2	$360	4	$608			7	$1,226
									Sub-Total Task 3:		*$1,226*
									Subtotal		*$8,196*
Task 4											
Optional Support				4	$720	4	$608			8	$1,328
									Sub-Total Task 4:		*$1,328*
Task 5											
Site Inspection (if necessary)				8	$1,440	8	$1,216			16	$2,656
									Sub-Total Task 5:		*$2,656*
									Subtotal		*$12,180*
Reimbursable Expenses											$3,000
									Project Total		*$15,180*

Income Higgs Beach

HIGGS BEACH

Budget
Fiscal Year

	2025 Operating	2024 Operating	2023 Operating	2022 Operating	
Property Tax Revenue					
Ad Valorem Taxes- County Wide Taxing Unit					
Total Property Tax Revenue	**0**	**0**	**0**	**0**	**General Fund**
Rental Income					
Restaurant Rent + % of Revenue	46,869	198,902	104,353	79,870	
Watersports Rent + % of Revenue	3,177	19,024	18,662	16,185	
Total Rental Revenue	**50,045**	**217,927**	**123,015**	**96,054**	
Dist. 1, TDC, 3rd Penny Bed Tax Revenue					
Tourist Development Tax Revenue- 3rd Penny Dist. 1	TDC Bed Tax	TDC Bed Tax	TDC Bed Tax	TDC Bed Tax	
Salaries & Wages	0	161,236	151,688	76,227	
Utilities	28,345	126,472	96,790	90,000	
Cleaning & Maintenenace	0	0	0	165,500	
Sand	0	0	0	28,000	
Repair & Maint.	33,475	228,188	220,977	22,000	
Other Operating expenses	275	8,004	8,147	8,700	
Emergency 2nd Beach Cleaning	0	0	0	9,600	
Total TDC Revenue	**62,095**	**523,900**	**477,602**	**400,027**	**Bed Tax Revenue collected from Hotels, Motels & Guesthouses located within Dist. 1 (City of Key West) Restricted to projects within the City of Key West**
Expenses-Cost Center 20502	General Fund Ad	General Fund Ad V:	General Fund Ad V:	General Fund Ad Valorem	
Professional Services/Policing	4,475	42,399	55,241	81,010	
Utilities-001-20501-530430			0	23,459	
Utilities-001-20502-530430	245	2,039	2,763		
Other Contractual Svcs-001-20502-530340			0	5,792	
Risk Management	0	2,864	2,966	1,550	
Repair & Maintenace	657	20,815	18,337	7,323	
Operating Supplies	4,235	26,133	13,944	2,888	
Total Expenses	**9,612**	**94,250**	**93,252**	**122,022**	**Total Expenses**
Net Income / (Loss) Ad Valorem Taxes	40,433	123,677	29,763	(25,968)	**General Fund- Profit / (Loss)**

Revenue-Restaurant

YEAR	DATE	REVENUE ACCT	VENDOR #	DESCRIPTION	AMOUNT	NOTE	TAXABLE	GROSS S/
2022								
	11/3/2021	362001SG	0010030	1000 ATLANTIC BO	7,214.95	OCT21 RENT		
	12/13/2021	362001SG	0010030	1000 ATLANTIC BO	7,214.95	NOV21 RENT		
	1/25/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	DEC21 RENT		
	2/2/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	JAN22 RENT		
	3/25/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	FEB22 RENT		
	4/18/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	MAR22 RENT		
	5/12/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	APR22 RENT		
	6/10/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	MAY22 RENT		
	7/11/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	JUNE22 RENT		
	8/16/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	JULY22 RENT		
	9/14/2022	362001SG	0010030	1000 ATLANTIC BO	7,214.95	AUG22 RENT		
	9/22/2022	362001SG	0010030	1000 ATLANTIC BO	505.11	DIFFERENCE OF RENT INCREASE - AUG22 NO SEPT22		
				Sub Total	**$79,869.56**			
2023								
	11/30/2022	362001SG	0010030	1000 ATLANTIC BO	3,859.99	OCT22 RENT (abated Hurricane Ian)		
	11/30/2022	362001SG	0010030	1000 ATLANTIC BO	7,719.99	NOV22 RENT		
	12/21/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	DEC22 RENT		
	1/11/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	JAN23 RENT		
	2/8/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	FEB23 RENT		
	3/15/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	MAR23 RENT		
	4/13/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	APRIL23 RENT		
	5/11/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	MAY23 RENT		
	6/9/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	JUNE23 RENT		
	7/12/2023	362001SG	0010030	1000 ATLANTIC BO	7,719.99	JULY23 RENT		
	8/9/2023	362001SG	0010030	1000 ATLANTIC BO	8,025.00	AUG23 RENT	No longer pays for Janitorial. 2.5% of sales revenue.	
	9/12/2023	362001SG	0010030	1000 ATLANTIC BO	7,500.00	AUG23 GROSS TAXABLE		
	9/12/2023	362001SG	0010030	1000 ATLANTIC BO	8,025.00	SEPT23 RENT		
	9/12/2023	362001SG	0010030	1000 ATLANTIC BO	(36.95)	CREDIT APPLIED		
	10/17/2023	362001SG	0010030	1000 ATLANTIC BO	7,500.00	SEPT23 GROSS TAXABLE		
				Sub Total	**$104,352.95**			
2024	10/17	362001SG	0010030	1000 ATLANTIC BO	8,025.00	OCT23 RENT		
	11/17	362001SG	0010030	1000 ATLANTIC BO	7,500.00	OCT23 GROSS TAXABLE		
	11/15	362001SG	0010030	1000 ATLANTIC BO	8,025.00	NOV23 RENT		
	12/14	362001SG	0010030	1000 ATLANTIC BO	9,164.13	NOV23 GROSS TAXABLE		
	12/14	362001SG	0010030	1000 ATLANTIC BO	8,025.00	DEC RENT		
	01/12	362001SG	0010030	1000 ATLANTIC BO	10,379.80	DEC23 GROSS TAXABLE		
	01/12	362001SG	0010030	1000 ATLANTIC BO	8,025.00	JAN24 RENT		
	2/16	362001SG	0010030	1000 ATLANTIC BO	8,025.00	FEB24 RENT		
	2/16	362001SG	0010030	1000 ATLANTIC BO	13,336.13	JAN24 GROSS TAXABLE		
	03/15	362001SG	0010030	1000 ATLANTIC BO	8,025.00	MAR 24 RENT		
	03/15	362001SG	0010030	1000 ATLANTIC BO	14,895.50	FEB 24 GROSS TAXABLE		
	04/17	362001SG	0010030	1000 ATLANTIC BO	8,025.00	April 24 RENT		
	04/17	362001SG	0010030	1000 ATLANTIC BO	17,389.45	Mar 24 GROSS TAXABLE		
	05/16	362001SG	0010030	1000 ATLANTIC BO	8,025.00	May 24 RENT		
	05/16	362001SG	0010030	1000 ATLANTIC BO	13,289.011	April 24 GROSS TAXABLE		
	6/20	362001SG	0010030	1000 ATLANTIC BO	8,025.00	JUNE RENT		
	6/20	362001SG	0010030	1000 ATLANTIC BO	9,145.54	MAY24 GROSS TAXABLE		
	7/18	362001SG	0010030	1000 ATLANTIC BO	8,025.00	JULY RENT		
	7/18	362001SG	0010030	1000 ATLANTIC BO	7,500.00	JUNE24 GROSS TAXABLE		
	8/16	362001SG	0010030	1001 ATLANTIC BO	7,500.00	July24 GROSS TAXABLE		
	8/23	362001SG	0010030	1001 ATLANTIC BO	526.43	AUGUST RENT	August rent is abated the check is for sales tax and the CPI-U increase effective 8	
	9/18	362001SG	0010030	1001 ATLANTIC BO	271.43	Sept RENT	Sept rent is abated the check is for sales tax and the CPI-U increase effective 8/1	
	9/18	362001SG	0010030	1001 ATLANTIC BO	7,755.00	AUG 24 GROSS TAXABLE	NOT CORRECT AMOUNT SHOULD HAVE BEEN 7500.00	

Revenue-Restaurant

Sub Total **198,902**

10/25/24	362001SG	0010030	1000 ATLANTIC BO	$7,755.00	OCT RENT	Oct Base Rent Only No Sales Tax	As Of 8/1/2024 CPI-U 3.4%
10/25/24	362001SG	0010030	1000 ATLANTIC BO	$7,500.00	SEPT 24 GROSS TAXABLE		$7,755.00
11/15/24	362001SG	0010030	1000 ATLANTIC BO	$7,755.00	NOV RENT	Nov Base Rent Only No Sales Tax	
11/15/24	362001SG	0010030	1000 ATLANTIC BO	$7,500.00	OCT 24 GROSS TAXABLE		Nov Sales
12/19/24	362001SG	0010030	1000 ATLANTIC BO	$8,026.43	DEC RENT		
12/19/24	362001SG	0010030	1000 ATLANTIC BO	$8,332.37	NOV 24 GROSS TAXABLE	Jan Usage Tax partial payment for $110.72	

$46,868.80

Revenue-Restaurant

ALES X .025			

Revenue-Restaurant

% $7500.00 x 3.4%=$255.00 for a Total base rent $7755.00
plus $271.43 (3.5%) sales tax for a total of $8,026.43

Tax $74 plus Rent Due to previous over payment

Due to previous over payment

Revenue-Watersports

TAXABLE GROSS SALES X .075

YEAR	DATE	REVENUE ACCT	VENDOR #	DESCRIPTION	AMOUNT	NOTE
2022						
	10/22/2021	362001SG	0010007	SALUTE WATERSPORTS	521.22	OCT21 RENT
	12/13/2021	362001SG	0010007	SALUTE WATERSPORTS	381.08	NOV21 RENT
	1/1/2022	362001SG	0010007	SALUTE WATERSPORTS	-381.08	NOV21 RENT (reversed)
	12/1/2021	362001SG	0010007	SALUTE WATERSPORTS	521.22	OCT21 RENT
	12/1/2023	362001SG	0010007	SALUTE WATERSPORTS	-521.22	OCT21 RENT (reversed)
	3/31/2022	362001SG	0010007	SALUTE WATERSPORTS	1,263.50	FEB22 COMMISSIONS
	4/27/2022	362001SG	0010007	SALUTE WATERSPORTS	1,843.47	MAR22 COMMISSIONS
	6/2/2022	362001SG	0010007	SALUTE WATERSPORTS	1,471.20	APR22 COMMISSIONS
	3/8/2022	362001SG	0010007	SALUTE WATERSPORTS	1,049.94	JAN22 COMMISSIONS
	12/13/2021	362001SG	0010007	SALUTE WATERSPORTS	381.08	NOV21 RENT
	1/25/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	DEC21 RENT
	2/2/2022	362001SG	0010007	SALUTE WATERSPORTS	1,356.07	DEC21 COMMISSIONS
	2/2/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	JAN22 RENT
	3/25/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	FEB22 RENT
	4/18/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	MAR22 RENT
	5/12/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	APR22 RENT
	6/10/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	MAY22 RENT
	7/11/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	JUNE22 RENT
	8/16/2022	362001SG	0010007	SALUTE WATERSPORTS	521.22	JULY22 RENT
	8/30/2022	362001SG	0010007	SALUTE WATERSPORTS	922.06	JULY22 COMMISSIONS
	6/28/2022	362001SG	0010007	SALUTE WATERSPORTS	1,869.21	MAY22 COMMISSIONS
	7/1/2022	362001SG	0010007	SALUTE WATERSPORTS	-1,843.47	MAR22 COMMISSIONS (reversed)
	8/1/2022	362001SG	0010007	SALUTE WATERSPORTS	1,039.54	JUNE22 COMMISSIONS
	8/24/2022	362001SG	0010007	SALUTE WATERSPORTS	308.09	REMAINDER BALANCE DUE FOR FY22 RENT
	9/14/2022	362001SG	0010007	SALUTE WATERSPORTS	528.52	AUG22 RENT
	10/14/2022	362001SG	0010007	SALUTE WATERSPORTS	575.09	SEPT22 COMMISSIONS
	9/12/2022	362001SG	0010007	SALUTE WATERSPORTS	729.47	AUG22 COMMISSIONS
				Sub Total	**16,184.75**	
2023						
	11/30/2022	362001SG	0010007	SALUTE WATERSPORTS	243.76	OCT22 RENT (abated)
	12/14/2022	362001SG	0010007	SALUTE WATERSPORTS	422.31	OCT22 COMMISSIONS
	11/30/2022	362001SG	0010007	SALUTE WATERSPORTS	565.52	NOV22 RENT
	12/14/2022	362001SG	0010007	SALUTE WATERSPORTS	765.22	NOV22 COMMISSIONS
	12/21/2022	362001SG	0010007	SALUTE WATERSPORTS	565.52	DEC22 RENT
	1/9/2023	362001SG	0010007	SALUTE WATERSPORTS	607.11	JAN23 RENT
	1/31/2022	362001SG	0010007	SALUTE WATERSPORTS	1,082.69	DEC22 COMMISSIONS
	2/9/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	FEB23 RENT
	3/3/2023	362001SG	0010007	SALUTE WATERSPORTS	1,130.90	FEB23 COMMISSIONS
	3/8/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	MAR23 RENT
	4/3/2023	362001SG	0010007	SALUTE WATERSPORTS	1,501.33	MAR23 COMMISSIONS
	4/21/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	APRIL23 RENT
	5/4/2023	362001SG	0010007	SALUTE WATERSPORTS	1,535.44	APRIL23 COMMISSIONS
	5/10/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	MAY23 RENT
	6/1/2023	362001SG	0010007	SALUTE WATERSPORTS	1,095.65	MAY23 COMMISSION
	6/8/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	JUNE23 RENT
	7/1/2023	362001SG	0010007	SALUTE WATERSPORTS	742.90	JUNE23 COMMISSION
	7/12/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	JULY23 RENT
	8/10/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	AUG23 RENT
	8/23/2023	362001SG	0010007	SALUTE WATERSPORTS	1,831.68	JULY23 COMMISSION
	9/12/2023	362001SG	0010007	SALUTE WATERSPORTS	1,046.31	AUG23 COMMISSIONS
	9/12/2023	362001SG	0010007	SALUTE WATERSPORTS	605.11	SEPT23 RENT
	10/17/2023	362001SG	0010007	SALUTE WATERSPORTS	684.35	SEPT23 COMMISSIONS
				Sub Total	**18,661.57**	
2024						
	10/17	362001SG	0010007	SALUTE WATERSPORTS	644.44	OCT23 RENT
	11/16	362001SG	0010007	SALUTE WATERSPORTS	837.21	OCT23 COMMISSION
	11/16	362001SG	0010007	SALUTE WATERSPORTS	644.44	NOV23 RENT
	12/14	362001SG	0010007	SALUTE WATERSPORTS	644.44	DEC23 RENT
	12/14	362001SG	0010007	SALUTE WATERSPORTS	856.61	NOV23 COMMISSION
	01/12	362001SG	0010007	SALUTE WATERSPORTS	644.44	JAN24 RENT
	01/12	362001SG	0010007	SALUTE WATERSPORTS	705.56	DEC23 COMMISSION
	2/16	362001SG	0010007	SALUTE WATERSPORTS	644.44	FEB24 RENT
	2/16	362001SG	0010007	SALUTE WATERSPORTS	720.91	JAN24 COMMISSION

Revenue-Watersports

3/14	362001SG	0010007	SALUTE WATERSPORTS	644.44	MAR24 RENT
3/14	362001SG	0010007	SALUTE WATERSPORTS	1,220.93	FEB24 COMMISSION
4/17	362001SG	0010007	SALUTE WATERSPORTS	644.44	APRIL RENT
4/17	362001SG	0010007	SALUTE WATERSPORTS	1,941.77	MAR24 COMMISSION
5/16	362001SG	0010007	SALUTE WATERSPORTS	644.44	MAY RENT
5/16	362001SG	0010007	SALUTE WATERSPORTS	1,419.42	APRIL24 COMMISSION
6/20	362001SG	0010007	SALUTE WATERSPORTS	644.44	JUNE RENT
6/20	362001SG	0010007	SALUTE WATERSPORTS	1,103.79	MAY24 COMMISSION
7/18	362001SG	0010007	SALUTE WATERSPORTS	644.44	JULY RENT
7/18	362001SG	0010007	SALUTE WATERSPORTS	677.44	JUNE24 COMMISSION
8/30/24	362001SG	0010007	SALUTE WATERSPORTS	623.36	AUGUST RENT
8/16	362001SG	0010007	SALUTE WATERSPORTS	1,146.56	JULY24 COMMISSSION
9/18	362001SG	0010007	SALUTE WATERSPORTS	623.36	SEPT RENT
9/18	362001SG	0010007	SALUTE WATERSPORTS	703.05	AUG24 COMMISSION
			Sub Total	**19,024.37**	

Sales tax decreased to 3.5% Received on 10/7/24

10/17/24	362001SG	0010007	SALUTE WATERSPORTS	644.57	OCT24 RENT
10/17/24	362001SG	0010007	SALUTE WATERSPORTS	479.09	SEPT24 SALES TAX
11/15/24	362001SG	0010007	SALUTE WATERSPORTS	644.57	NOV24 RENT
11/15/24	362001SG	0010007	SALUTE WATERSPORTS	179.73	OCT24 SALES TAX
12/18/24	362001SG	0010007	SALUTE WATERSPORTS	644.54	DEC RENT
12/18/24	362001SG	0010007	SALUTE WATERSPORTS	584.16	NOV24 SALES TAX
				3,176.66	

$602.28 New CPI-U 3.4%
New Rate $622.76 x 3.5 ($21.80) sales tax =$644.56

$0.01 Credit

$0.01 Credit

Cost Center
Expenditure Detail

Expenditure Detail Item Description	Service Level	Proposal	FY 2026 Budget	FY 2027 Budget	FY 2028 Budget	FY 2029 Budget	FY 2030 Budget
40 Parks & Recreation							
20503 Parks & Recreation							
20502 Higgs Beach Maintenance							
SC_00036 Other Contractual Services							
FY26 Proposed	1		100,000	100,000	100,000	0	0
Variance: FY25 Transferred $5000 to SC_00062 (Repair & Maintenance) & $7,000 to SC_00083 (Operating Supplies) Which left $111,000. FY26 reallocating $6000 into SC_00062, reallocating $5000.00 SC_00083. Which leaves $100,000.00 $50,000 RollKall (MCSO) Detail Higgs Beach-$12,000Tower Pest Control Higgs Dog Park-$5000 Beach Rakers (Beach Maintenance Astro City)-$5000 Brightview (weed control Park Side), Tree services $17,000, Notes: FY26 $100,000.00 FY26 Reduction of $23,000.00							
SC_00040 Postage & Freight							
FY26 Proposed	1		1,500	1,500	1,500	0	0
Notes: FY26 $1500- No Change Postage and Freight is essential for park maintenance supplies, including repair parts, landscaping materials, and safety equipment, require shipping from vendors.							
SC_00050 Rentals And Leases							
FY26 Proposed	1		1,160	1,160	1,160	0	0
Variance: FY25 Had no SC_00050 Rentals/Leases. SC_00043 Phone was no longer needed. I transferred the $660 into SC_00050. Transferred $500 from SC_00038.The rental of equipment for park maintenance and operations is essential to ensuring the continued upkeep, safety, and functionality of park facilities. Given the increased usage of park amenities, including newly added features such as pickleball courts and expanded restroom facilities, the demand for maintenance equipment has grown. Notes: FY26 Request $1160							
SC_00062 Repair And Maintenance							
FY26 Proposed	1		36,000	36,000	36,000	0	0
Variance: In FY25, $5,000 was transferred from SC_00036 (Other Contractual Services) to SC_00062 to make it $30,000 to accommodate the increased demand resulting from the addition of new restroom facilities and pickleball courts at Higgs Beach Park. This has led to higher usage of park facilities, necessitating additional supplies and materials. FY26 increase by $6000 from SC_00036 SC_00062 is designated for maintaining the park side of Higgs Beach, including the pickleball, tennis courts, fitness stations, parking lots, dog parks, and Astro City. Expenses include repair supplies from Strunks Hardware and Manley Deboer, as well as paint supplies from Sherwin Williams. Notes: FY26 will see an increase of $6,000 in SC_00062.							
_00083 Operating Supplies							
Y26 Proposed	1		34,300	34,300	34,300	0	0
Variance: FY25 I transferred $7000 out of SC_00036(Other Contractual Services) into SC_00083 increase needed due to the addition of the new pickleball/tennis courts this has lead to increased usage of supplies and materials. I also transferred $1800 from SC_00041 communications and $500 from SC_00046 Utilites both of which are not needed in CC_20502 for a total of $29,300. FY26 transferring $5000 from SC_00036 for a total of $34,300. This SC is used to maintain Park Side of Higgs Beach. Including Pickleball courts/Tennis courts, Dog Park, Astro City.							
Notes: FY26 Increase by $5000							
20502 Higgs Beach Maintenance			172,960	172,960	172,960	0	0

Pavilion Assessment & Recommendations

MONROE COUNTY
HIGGS BEACH, KEY WEST
PAVILION ASSESSMENT & RECOMMENDATIONS

PREPARED FOR:

Monroe County

REV 1
February 16th, 2024
PREPARED BY

K2M

STEVEN S. GRASLEY
LICENSE
No. 73110
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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EXECUTIVE SUMMARY

Project: 24010 – Monroe County Higgs Beach Pavilions Assessment & Recommendations

Project Purpose & Scope: K2M Design was contracted to perform a site visit to observe the existing conditions at the Monroe County Higgs Beach Pavilions located in Key West, FL and to offer our recommendations for solutions for restoration of the existing structures. The purpose of the site visit was to identify any deterioration occurring at the concrete floor, steel superstructure, and wood roof. The site observations were limited to where K2M Design had access to at the time of the site visit. The purpose of the following report will be to discuss the observed conditions of the pavilions and to offer our recommendations for restoration.

Site observation: Performed by Eddie Blanco E.I.T. (K2M Design)

Date of the Site Visit: February 2nd, 2024

REPRESENTATION

K2M Design has observed the pavilions described in this report in accordance with our understanding as to the nature and scope of the assignment. K2M's examination was limited to a visual assessment only, following generally accepted standards, but did not include the testing of physical conditions that may be referred to in this report.

Unless otherwise stated, K2M Design has reported on only those items that we were able to visually observe. It was not possible, nor was it feasible, to remove the existing finishes to expose concealed and thus not apparent conditions for a detailed assessment.

LIMITATIONS

1. Site observations were limited to visual observation only. Visual observation was limited to areas that were not covered by finishes or other obstructions.
2. No testing was performed on materials.
3. Basic building description is based on visual observations as no construction documents of the existing conditions were made available.

Basic Building Description

The pavilions at Higgs Beach are situated atop historical concrete turret bases and are octagonal in shape. A new concrete slab on grade was constructed utilizing the historical concrete walls as retaining walls around the perimeter of the pavilion (figure 1). Painted structural steel pipe columns and steel wide flange beams were used to support the wood framed roof system. Steel pipe columns were measured on site to be 5" Ø and utilizing a steel ¾"x10"x10" bearing plate with four (4) anchor rods at each plate (figure 4). The bearing plates rest on a 1 ½" leveling grout base on top of the slab on grade. Foundations for the posts below the slab on grade are unknown at the time of writing this report. Steel wide flange beams were measured on site to be W8 shapes (figure 2). Steel L-shape angles were used at each post and beam to create a braced frame to resist the lateral loads from wind. Wood rafters were measured on site to be 2x12s for the long span and approximately 2x8s for the shorter interior spans (figure 12). Plywood sheathing was used to sheath the roof structure, but the thickness is unknown. An ADA ramp constructed with CMU stem walls and a concrete slab was added to the Northeast pavilion (figure 15). Concrete stairs access both pavilions from their north side (figure 2 & 7).

Observations

It was observed that there was deterioration to the steel superstructure due to steel oxidations as evident by the rust observed at the base plates, anchor rods, posts, braces, and beams. The posts showed significant rusting at the bases and at the angle braces connection points. The anchor rod nuts appeared to be in poor condition and at several locations the nuts had failed completely. The concrete slab showed no signs of deterioration and appeared to be in good condition. The concrete retaining walls showed no sign of structural deterioration; however, it was observed at serval locations that the plaster finishes were failing and delaminated from the wall surfaces. The ADA ramp had failed due to washing out of the subgrade caused by storm surge. The wood rafters and plywood sheathing of the roof structure were observed to be in good condition. The metal rafter hangers were observed to be in fair condition with some rust visible on their surfaces. The steel plate and through bolts at the flitch beams were observed to be in fair condition as well, with rust observed at the bottom of the steel plate and surface rusting on the bolts.

RECOMMENDATIONS

It is of K2M's professional opinion that the pavilion structures are safe for continued use and may be restored to ensure the longevity of the structure. For restoration of the structure, it is recommended to sandblast the rust and existing paint off the steel base plates, pipes, angle braces, and steel wide flange beams to prepare the surfaces to be repainted with an approved rust inhibitor and sealer. Anchor rod nuts which have failed (figure 10 & 14) shall be removed from the rod and replaced in kind after the anchor rod threads have been appropriately cleaned of rust. Alternatively, the anchor rods may be tack welded to the base plates after the plate and rods have been appropriately cleaned of rust. The metal hangers for the wood rafter connections to the flitch beams shall be cleaned by grinding to remove surface rust and retreated. Alternatively, hangers may be replaced with approved similar hangers, such as Simpson Strong-Tie joist and rafter hangers which are stainless steel or coal tar epoxied. Our recommendation would be to replace these hangers as this would require less labor and ultimately be the most cost effective. Tie down plates securing the flitch beams to the steel beams shall be cleaned by grinding the rust off and repainted. All wood shall be repainted after this work is completed to protect the structure. The plaster finish at the concrete stem walls shall be repaired or removed and replaced with a similar plaster finish to help protect the concrete surfaces of the existing concrete stem walls. The ADA ramp of the northeast pavilion structure shall be replaced with similar construction to the existing. Masonry or concrete stem walls shall be utilized around the ramp and a slab on grade tied to the stem walls to finish the ramp. Foundations for ramp stem wall shall be located at similar bearing elevation to the stem wall of the pavilion as to not create surcharge on those existing wall foundations. Guardrails around the perimeters appeared in good condition and require no restoration.

PHOTOS

Figure 1 Overview of east pavilion. Note rust stains on posts.

Figure 2 Overview of east pavilion from entrance. Note rust stains on beam flanges.

Figure 3 Rust on base plates, brace connections and beam flanges on east pavilion.

Figure 4 Rust on base plates and anchor rod nuts. Note flaking on nut.

Figure 5 Rust at beam flange.

Figure 6 Rust spots along beam flanges and minor rust on rafter hangers.

Figure 7 Overview of west pavilion. Note rust stains on posts.

Figure 8 Base plate rusting and anchor rod.

Figure 9 Rust at brace connection to post. Likely caused by water collecting on top of connection plate.

Figure 10 Deterioration of anchor rod nuts. Significant flaking.

Figure 11 Painted and sealed anchor rod nut. Rust on edge of base plate which may be repaired.

Figure 12 Rust visible at flitch beam plate and bolts.

Figure 13 Rust at beam flanges and brace connections.

Figure 14 Deterioration at anchor rod nut which require replacement.

Figure 15 Wash out at ADA ramp of East pavilion.

Hurricane Damage Estimate

Higgs Beach Park Hurricane Damage Estimate

Item	Estimate
African Cemetery Repairs (estimate from Facilities)	
Asphalt Parking Lot	300,000
Asphalt Walkway	10,000
Court (pickleball, tennis, basketball, etc.)	400,000
Deck	85,000
Dog Park	
Exterior plumbing (drinking fountains, outside showers, etc.)	10,000
Fencing	225,000
Handrail	
Outdoor shower & 2 drinking fountains	
Park furniture (bike racks, tables, benches, trash cans, etc.)	50,000
Perimeter	
Picnic Tables	
Pier Repair (Project Management & Engineer estimate TBD)	
Playground - Beach	
Playground - Beach Sand removal/relocation	
Playground Structure - Astro City	600,000
Professional Services (engineering & surveying)	150,000
Roofing	25,000
Sand removal and relocation -general areas	
Sand removal from beachside playground	5,000
Sand replenishment	605,000
Shade fabric	45,339
Shelters - hard (repair or replacement - not to include 2 beach octagons)	65,000
Signage	7,500
Sod (245,346 sq. ft. @ $2.00 per)	490,692
Structure repair	25,000
Volleyball sand and court rebuilding	25,000
West Martello west side	
	3,123,531

Non-reimbursed	
Upgrade/improvement/deferred maintenance	100,000
Bushes & ornamentals	16,000
Trees & bushes	75,000
	191,000

Homeland Security Federal Emergency Management

Department of Homeland Security
Federal Emergency Management Agency

General Info

Project #	713442 **PW #**	**Project Type**	Standard
Project Category	G - Parks, Recreational Facilities, and Other Items	**Applicant**	Monroe County (087-99087-00)
Project Title	Higgs Beach Park	**Event**	4673DR-FL (4673DR)
Project Size	Large	**Declaration Date**	9/29/2022
Activity Completion Date	7/31/2025	**Incident Start Date**	9/23/2022
Process Step	Pending Initial Project Development	**Incident End Date**	11/4/2022

Damage Description and Dimensions

The Disaster # 4673DR, which occurred between *09/23/2022* and *11/04/2022*, caused:

Damage #1301732; Higgs Beach Park

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Higgs Beach Park
- **Facility Description:** Recreational Park and Beach with Pier 443 FT (L) & 10FT (W)
- **Approx. Year Built:** 1948
- **Location Description:** 1000 Atlantic Blvd, Key West FL 33040
- **GPS Latitude/Longitude:** 24.54723, -81.78827

General Damage Information:

- **Date Damaged:** 9/28/2022
- **Cause of Damage:** Hurricane Force winds, wind driven rain, storm surge & flooding.

Facility Damage:

Park:

- Athletic Fields, 4,632 SF of PolyPro Plus Tennis Court Wind Screen, 772 LF long x 6 FT high, Hurricane force winds & wind driven rain destroyed wind screens, 100% work completed.
- Athletic Fields, 128,960 SF of Tennis & Paddle Ball Courts, 832 FT long x 155 FT wide, Storm Surge, flooding submerged courts destroying coating, 0% work completed.
- Athletic Fields, 1 each of Water Fountains Tennis Courts, 11 IN long x 7 IN wide x 3 FT high, Storm Surge & flooding washed away water fountain, 0% work completed.
- Athletic Fields, 726 SF of Chain Link Fencing Tennis Courts, 121 FT long x 6 FT high, Storm surge & high winds blew fencing away, 0% work completed.
- Athletic Fields, 7,056 SF of Chain Link Fencing total area, 1,176 FT long x 6 FT high, Storm Surge, flooding caused rusting to fencing, 0% work completed.
- Athletic Fields, 5,862 SF of Blacktop Fitness Trail, 977 LF long x 6 FT wide, Storm surged flooding submerged trail caused full sand coverage of trail which had to be removed for trail to be in use., 100% work completed.
- Athletic Equipment, 36 SF of Park Signage, 6 LF long x 6 FT high, Signage destroyed &

blown away by high winds, 0% work completed.

- Athletic Fields, 1 each of Astro City 2 Spout Water Fountain, 26 IN wide x 40 IN high, High winds & Storm surge submerged & washed away water fountain, 0% work completed.
- Pavilion, 41 each of Roof Shingles Playground Pavilion, 14 FT long x 15 FT wide, Hurricane force winds blew shingles from roof, 0% work completed.
- Pavilion, 1 each of Wood Treated Fascia, 30 LF long x 4 IN wide, Hurricane force winds & wind driven rain destroyed the fascia, 0% work completed.
- Playground Equipment, 1 each of 2 Bay Swing Set - 4 Swings, 25 FT long x 10 FT high, Storm surge/Flooding caused rusting at footers, 0% work completed.
- Playground Equipment, 1 each of Overhead Ladder, 17 FT long x 6 FT high, Storm surge/flooding caused concern for stability of the playground structure., 0% work completed.
- Playground Equipment, 1 each of Covered Platform Composite Play Structure 2 Slides, 13 FT wide x 14 FT high, Storm surge/flooding caused concern for stability, 0% work completed.
- Playground Equipment, 1 each of Curbed Balance Beam, 12 FT long x 9 IN high, Storm surge/flooding submerged beam causing rusting, 0% work completed.
- Playground Equipment, 1 each of Arched Overhead Ladder, 15 FT long x 6 FT high, Storm surge/flooding submerged footer caused stability concerns, 0% work completed.
- Playground Equipment, 1 each of Fire Truck Rider, 4 FT long x 8 FT wide x 6 FT high, Storm/surge flooding caused equipment instability, 0% work completed.
- Park Equipment, 2 each of Wooden Seats Park Bench, 6 FT long x 15 IN wide x 16 IN high, High winds & storm surge destroyed park bench seats, 0% work completed.
- Park Equipment, 2 each of Wooden Tabletops, 6 FT long x 4 FT wide, High winds & storm surge destroyed table tops, 0% work completed.
- Park Equipment, 1 each of Concrete Table, 6 FT long x 4 FT wide x 4 IN deep, High Winds & storm surge cracked & broke table, 0% work completed.
- Park Equipment, 6 each of Sunbrella Fabric Overhead Covering, 952 LF long, High Winds & wind driven rain blew 3 overhead covering away & shredded 3 overhead covering., 0% work completed.
- Fencing, 8 each of Aluminum Fencing Posts, 9 FT long x 42 IN wide, High Winds & storm surge bent and warped fence posts, 0% work completed.
- Fencing, 175 each of Aluminum Fencing, 175 LF long, Wind driven rain & high winds cause fencing to be sand blasted, 0% work completed.
- Fencing, 1 each of Aluminum Fence Post & Cap, 4 IN wide x 44 IN high, High winds and storm surge destroyed fence post and cap, 0% work completed.
- Park Equipment, 9 each of Metal Shade Posts, 2 FT wide x 20 FT high, High winds storm surge bent & dislodged shade posts, 0% work completed.
- Playground Equipment, 1 each of Composite Play Structure # 2, 24 FT long x 23 FT wide x 12 FT high, Storm surge and flooding compromise stability of structure, 0% work completed.
- Pavilion, 6 each of 5 V Galvanized Aluminum Beachside Playground Pavilion Roofing Panels, 12 FT long x 2 FT wide, High winds blew off and bent roofing panels, 0% work completed.
- Playground Equipment, 1 each of Rope Climb Composite, 36 LF long, High winds & storm surge rusted and compromise stability, 0% work completed.
- Playground Equipment, 1 each of Rope Step Composite, 45 LF long, High winds & storm surge rusted and compromise stability, 0% work completed.
- Playground Equipment, 1 each of Mommy & Me 2 Bay Swing Set, 24 FT long x 8 FT high, High winds & storm surge rusted and compromise stability, 0% work completed.
- Playground Equipment, 1 each of Two Swings 1 Bay Swing Set, 12 FT long x 8 FT high, High winds & storm surge rusted and compromise the stability, 0% work completed.
- Playground Equipment, 1 each of Spring Rider, 12 FT long x 12 IN wide x 27 IN high, High winds & storm surge rusted and compromise the stability, 0% work completed.
- Playground Equipment, 1 each of Twirl Set, 15 IN long x 11 IN high, High winds & storm surge rusted and compromise stability, 0% work completed.
- Signage, 1 each of Signage Inside Pole Beachside Playground, 6 FT long x 3 IN deep, High winds & storm surge destroyed sign, 0% work completed.
- Pavilion, 2 each of Historic Register Band Shell Pavilions, 162 FT long x 13 FT high, High winds, flooding & storm surge caused rusting, 0% work completed.
- Parking Lots, 30,600 SF of Parking Lot Markings & Stripping, 300 FT long x 102 FT wide,

Storm Surge & flooding eroded painting & stripping, 0% work completed.

- Park Equipment, 109,040 SF of Atlantic Blvd Bike Lane, 13,630 FT long x 8 FT wide, Storm Surge & Flooding eroded painted lane markings, 0% work completed.
- Park Equipment, 149 each of Galvanized Steel Post & Railing Hardware, 3 IN long, Storm Surge & wind driven rain broke & rusted bolts & brackets, 0% work completed.
- Park Equipment, 1 each of Wood Railing, 620 LF long, Wind driven rain & Storm surge warped wood rails, 0% work completed.
- Athletic Fields, 3,456 SF of Galvanized Steel Handball Courts Chain Link Fences, 288 FT long x 12 FT high, High winds & wind driven rain rusted & bent fencing, 0% work completed.
- Athletic Fields, 841 SF of Yoga Platform Decking, 29 FT long x 29 FT wide, High winds & storm surge comprised the stability of deck, 0% work completed.
- Athletic Fields, 21 each of Yoga Platform Planks, 17 FT long x 6 IN wide x 2 IN deep, High winds & storm surge saturated deck planks bending and weakening causing concern for safety, 0% work completed.
- Athletic Fields, 153 SF of 2 IN X 8 IN Yoga Platform Wooden Railing, 153 FT long, High winds & storm surge saturated & bent wooden railing, 0% work completed.
- Athletic Fields, 612 SF of 2 IN X 4 IN Yoga Platform Wooden Railing, 612 FT long, High winds & storm surge saturated & bent wooden railing, 0% work completed.
- Athletic Fields, 49 each of Yoga Platform Posts, 4 IN long x 4 IN wide x 4.25 FT high, High winds & storm surge saturated & weaken posts, 0% work completed.
- Athletic Fields, 193 each of Yoga Platform Slats, 2 IN long x 2 IN wide x 3.5 FT high, High winds & storm surge saturated & weaken slats, 0% work completed.
- Athletic Fields, 95 SF of Yoga Platform Wooden Benches, 95 FT long, High winds & storm surge saturated and weaken wooden benches, 0% work completed.
- Fencing, 5,640 SF of Chain Link Fence Dog Park, 1,410 LF long x 4 FT high, Storm Surge & wind drive rain rusted & removed fence anchor fasteners at base., 0% work completed.
- Fencing, 1 each of Gate, Chain Link, 4 FT wide x 5 FT high, Storm surge & wind driven rain bent & rusted gate, 0% work completed.
- Water Fountains, 1 each of Water Fountain Dog Park, 1 FT long x 7 IN wide x 3 FT high, Storm surge & wind driven rain destroyed water fountain, 0% work completed.
- Park Equipment, 1 each of Aluminum Bike Rack, 11 FT long x 2.25 FT wide x 2.5 FT high, Storm surge & flooding weaken and bent bike rack , 0% work completed.
- Pavilion, 31 each of Roof Shingles for the Dog Park Pavilions (3), 12 IN long x 5 IN wide, Wind driven rain & high winds blew off shingles, 0% work completed.
- Benches, 1 each of Steel Vinyl Covered Park Bench, 6 FT long x 1 FT wide x 3 FT high, Wind driven rain destroyed vinyl bench cover, 0% work completed.
- Athletic Fields, 2,700 SF of Applicant Measurements for Sod for the Dog Park, 900 FT long x 30 FT wide, Storm Surge & flooding destroyed dog park sodding., 0% work completed.
- Athletic Fields, 39 each of Lights on Posts Perimeter, 0.5 IN wide x 3 FT high, Wind driven rain & high winds rendered lighting inoperable, 0% work completed.
- Benches, 1 each of Park Bench Plastic Composite, 4 FT long x 1 FT wide x 3 FT high, Wind driven rain and flooding destroyed bench, 0% work completed.

Pier:

- Pavilion, 2 each of Coated Steel Pavilion Pier Shelter, 20 FT long x 13 FT wide x 9 FT high, Hurricane force winds & storm surge resulted in the power coated paint being eroded, 0% work completed.
- Benches, 2 each of Steel Frame Benches Under Pavillion, 6 FT long x 15 IN wide x 18 IN high, Hurricane force winds & storm surge resulted benches being washed away, 0% work completed.
- Park Equipment, 1 each of Handicap Access Ramp Mat, 25 FT long x 5 FT wide, Storm surge and flooding submerged and shredded mat, 0% work completed.
- Park Equipment, 2 each of Binoculars Metal, Installed on Pier, 18 IN wide x 5 FT high, Storm surge and flooding submerged and rendered inoperable, paint has eroded., 0% work completed.
- Park Equipment, 1 each of Dock Transition Stairs, 3 IN wide x 4 FT high, Storm surge & flooding bent stairs eroded painting, 0% work completed.
- Signage, 1 each of Sign Interpretive Panel on Pier, 42 IN long x 24 IN wide x 5 FT high, Hurricane force winds destroyed signage, 0% work completed.
- Piers, 6 each of Wooden Planks on Pier, 21 FT long x 6 IN wide, Hurricane force winds and storm surge buckled wood planks, 0% work completed.

- Piers, 6 each of Wooden Support Post, 20 FT long x 4 IN wide, Storm surge, hurricane force winds saturated and warped posts, 0% work completed.

Damage #1319116; African Cemetery at Higgs Beach

General Facility Information:

- **Facility Type:** Parks, Cemeteries, and Recreational Facilities
- **Facility:** Historical Memorial African Cemetery
- **Facility Description:** National Registry Historical African Cemetery
- **Approx. Year Built:** 2007
- **Location Description:** 1000 Atlantic Blvd Higgs Beach Park
- **GPS Latitude/Longitude:** 24.54741, -81.78554

General Damage Information:

- **Date Damaged:** 9/28/2022
- **Cause of Damage:** Hurricane force winds, wind driven rain and storm surge

Facility Damage:

Park Cemetery:

- Fencing, 3,560 SF of steel fencing, black finish with support posts, 890 LF long x 4 FT high, finish scrubbed/washed off by storm surge and hurricane wind-driven sand., 0% work completed.
- Fencing, 35 each of fence post caps, steel, 2.5 IN long x 2.5 IN deep, broken/washed away by hurricane storm surge, 0% work completed.

Final Scope

1301732 **Higgs Beach Park**

1319116 **African Cemetery at Higgs Beach**

Cost

Code	Quantity	Unit	Total Cost	Section

CRC Gross Cost	$0.00
Total 406 HMP Cost	$0.00
Total Insurance Reductions	$0.00
CRC Net Cost	$0.00
Federal Share (90.00%)	$0.00
Non-Federal Share (10.00%)	$0.00

Award Information

Version Information

Version #	Eligibility Status	Current Location	Bundle Number	Project Amount	Cost Share	Federal Share Obligated	Date Obligated

Drawdown History

EMMIE Drawdown Status As of Date	IFMIS Obligation #	Expenditure Number	Expended Date	Expended Amount
No Records				

Obligation History

Version #	Date Obligated	Obligated Cost	Cost Share	IFMIS Status	IFMIS Obligation #

Subgrant Conditions

This Project does not have any Subgrant Conditions

Insurance

Additional Information

There is no additional insurance information on **Higgs Beach Park.**

O&M Requirements

There are no Obtain and Maintain Requirements on **Higgs Beach Park.**

406 Mitigation

There is no additional mitigation information on **Higgs Beach Park.**

Environmental Historical Preservation

Is this project compliant with EHP laws, regulations, and executive orders? (Unanswered)

EHP Conditions

EHP Additional Info

There is no additional environmental historical preservation on **Higgs Beach Park.**

Final Reviews

Final Review

Reviewed By Not Reviewed **Reviewed On** Not Reviewed

Review Comments

No comments available for the Final Review step

Recipient Review

Reviewed By Not Reviewed **Reviewed On** Not Reviewed

Review Comments

No comments available for the Recipient Review step

Project Signatures

Signed By Unsigned **Signed On** Unsigned

Task Order
(Attachment F)

TASK ORDER
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN MONROE COUNTY AND CPH, LLC FOR HIGGS BEACH SEAWALL ASSESSMENT

In accordance with the Agreement for Professional Architectural and Engineering Services, made and entered into on January 18, 2023, ("Agreement"), between **MONROE COUNTY**, ("County") and **CPH, LLC**, ("Consultant"), where professional services are allowed if construction costs do not exceed $4,000,000.00, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 ("Agreement").

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case, the provision or Article will be specifically referenced in this Task Order and the amendment, addition, or modification thereof shall be precisely described.

This Task Order is effective on the 15th **day of** February **, 2024.**

WHEREAS, the seawall at Higgs Beach was damaged during a recent storm event and is in need of repair; and

WHEREAS, the Consultant has agreed to perform an assessment of the seawall and provide a preliminary design report.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Article II, SCOPE OF BASIC SERVICES of the Agreement, the Consultant will prepare Preliminary Design Report (PDR) for the repair or replacement of the Higgs Beach Seawall. Consultant will review available NOAA, Lidar, County provided Survey, GIS, FEMA, and South Florida sea level rise projection data to compile preliminary design criteria for the improvements to the Higgs Beach Seawall structure. The Consultant will utilize data from the County provided survey to create a model using CMS Wave software for tidal impact to the structure, including elevations and force applied during different intensities of storm events, in conjunction with future sea level rise impacts.

   The goal of the assessment is to determine the appropriate height and structural composition for a new or improved wall based on the current and future Mean High-Water Line (MHWL) and wave actions associated with storm events.

Deliverable shall include a report providing the data, modeling input/output, analysis, recommendations, and opinion of costs for each option identified in the report. The Consultant will prepare Schematic Design plans for repairing or replacing the seawall. This preliminary design will incorporate the developed data analysis, knowledge of existing conditions, and ease of permitting. The Consultant shall submit a PDR to the County for review, present findings, and make up to two revisions to the report based on County comments to finalize the report. Upon completion of the report, Consultant will supply proposal for full design and permitting based on County's selected option for improvements to the structure.

2. In accordance with Article VII paragraph 7.1.1 of the Agreement, the County shall pay the Consultant a lump sum total of Twenty-Six Thousand and 00/100 dollars ($26,000.00) paid on a percent complete basis.

All other Terms and Conditions of the Agreement remain unchanged and in full forces and effect.

IN WITNESS WHEREOF, each party caused this Task Order to be executed by its duly authorized representative.

CONSULTANT:
CPH, LLC

By: _____

Printed Name: Kyle Bechtelheimer

Title: Client Services Manager

MONROE COUNTY, FLORIDA

By: _____ 02.15.2024
County Administrator or Designee

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

_____
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY

DATE: 2-13-2024

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2024 6/30/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1521250 CPH CONSULTING, LLC DBA CPH, LLC 500 WEST FULTON STREET SANFORD FL 32771	INSURER A : Liberty Insurance Corporation — NAIC # 42404 INSURER B : Allied World Surplus Lines Insurance Company — 24319 INSURER C : Liberty Mutual Fire Insurance Company — 23035 INSURER D : American Guarantee and Liab. Ins. Co. — 26247 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19411204 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	N	TB2-641-446161-033	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	AS7-641-446161-013	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	Y	N	AUC 3845324-00	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $ XXXXXXX
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC7-641-446161-023 EXCEPT FOR OH, ND, WY, WA	7/1/2023	7/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	0313-8987	7/1/2023	7/1/2024	$5,000,000 PER CLAIM; $5,000,000 AGGREGATE	

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

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT.

APPROVED BY RISK MANAGEMENT
BY
DATE 7.26.23
WAIVER N/A X YES

CERTIFICATE HOLDER

19411204
MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
PO BOX 1026
KEY WEST FL 33041

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Joseph M Agnello

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2021 Transportation Alternatives Funding Recommendations

DocuSign Envelope ID: A0F8544E-8F12-49C8-A925-846488011069

Attachment G

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

KEVIN J. THIBAULT, P.E.
SECRETARY

May 18, 2021

Ms. Aileen Boucle, Executive Director
Miami-Dade Transportation Planning Organization
111 NW 1st Street, Suite 920
Miami, Florida 33128

Mr. Roman Gastesi Jr., County Administrator
Monroe County
1100 Simonton St., Suite 205
Key West, FL 33040

Subject: 2021 Transportation Alternatives Application Cycle – Project Funding Recommendations

Dear Ms. Boucle and Mr. Gastesi:

The Florida Department of Transportation (FDOT) is pleased to inform you that the selection process for this year's Transportation Alternatives (TA) Cycle has concluded. This process was a collaborative effort between FDOT, Miami-Dade Transportation Planning Organization's (TPO) committees, and Monroe County's evaluation committee. Please find the attached list of projects that are recommended for programming in FDOT's Tentative Work Program. Projects are programmed dependent on project readiness and funding availability. Funding is subject to the availability of federal funds and an annual appropriation by the legislature (the spending authority).

Programming of Miami Dade County's projects is pending the TPO Governing Board's approval. Once approved, the TPO will provide notification of the selection status to the various Miami-Dade agencies that applied for project funding. FDOT will notify the appropriate Monroe County agency of their selection status.

We appreciate the time and effort that all applicants put into preparing and presenting their projects to our District's Scoping Committee. FDOT remains committed to the Transportation Alternatives program and looks forward to our continued collaboration with our stakeholders in improving the project selection and prioritization process. Should you have any questions, or require additional information, please contact me at (305) 470-5464 or daniel.iglesias@dot.state.fl.us.

Sincerely,

DocuSigned by:
Daniel Iglesias
6A23331EC56748A...

Daniel Iglesias, P.E.
District Director of Transportation Development

DocuSign Envelope ID: A0F8544E-8F12-49C8-A925-846488011069

Attachments: List of Selected Projects (see page 3)

cc: Stacy Miller, P.E. Florida Department of Transportation
Rudy Garcia, P.E. Florida Department of Transportation
Mario Cabrera, P.E., Florida Department of Transportation
Antonette Adams, Florida Department of Transportation
Michael Lucero, Florida Department of Transportation
Xiomara Nunez, Florida Department of Transportation
Dat Huynh, P.E. Florida Department of Transportation
Curlene Thomas, Florida Department of Transportation
Oscar Camejo, Miami-Dade Transportation Planning Organization
Kevin Wilson, Monroe County
Judith Clark, P.E. Monroe County
Emily Schemper, Monroe County
Janene Sclafani, Monroe County

DocuSign Envelope ID: A0F8544E-8F12-49C8-A925-846488011069

Attachment G

Florida Department of Transportation

RON DESANTIS
GOVERNOR

1000 NW 111 Avenue
Miami, FL 33172

KEVIN J. THIBAULT, P.E.
SECRETARY

May 18, 2021

Ms. Aileen Boucle, Executive Director
Miami-Dade Transportation Planning Organization
111 NW 1st Street, Suite 920
Miami, Florida 33128

Mr. Roman Gastesi Jr., County Administrator
Monroe County
1100 Simonton St., Suite 205
Key West, FL 33040

Subject: 2021 Transportation Alternatives Application Cycle – Project Funding Recommendations

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Sincerely,

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Daniel Iglesias
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Daniel Iglesias, P.E.
District Director of Transportation Development

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Judith Clark, P.E. Monroe County
Emily Schemper, Monroe County
Janene Sclafani, Monroe County

DocuSign Envelope ID: A0F8544E-8F12-49C8-A925-846488011069

Agencies within Miami Dade County

Project	Agency	Phase	FY	Amount
South Miami Pedestrian Bridge Construction	City of South Miami	CEI	2027	$ 400,000
Pedestrian Bridge Replacement over C-8 Canal (Biscayne Canal)	City of North Miami	Construction	2027	$ 685,000
		CEI	2027	$ 100,000
Sustainability and Expansion of the Walksafe and Bikesafe programs for K-8 Grades in Miami – Dade County	University of Miami	Planning	2023	$ 903,870
Meridian Avenue Shared Use Path	City of Miami Beach	Construction	2027	$ 630,844
		CEI	2027	$ 70,261
Miami River Greenway – NW 19 Avenue to NW 17 Avenue	City of Miami	Construction	2027	$ 1,000,000
Cutler Bay SW 82 Avenue Roadway Improvements	Town of Cutler Bay	Construction	2023	$ 800,000
Implementation of Florida City Hub Mobility Study	City of Florida City	Construction	2027	$ 1,000,000
Ludlam Trail West Flagler Street Trail Overpass	Miami Dade County	Construction	2027	$ 1,000,000
		Total		$ 6,589,975

Note: During the FY 2020 application cycle, North Bay Village was initially awarded $1,000,000, which later was reduced to $706,574 due to funding availability. FDOT will fund the remaining $293,426 in FY 2027 under FM 447969-1 during this Work Program development cycle.

Agencies within Monroe County

Project	Agency	Phase	FY	Amount
Reynold Street Pier Upgrades	Monroe County	Construction	2026	$ 107,145
			2027	$ 461,291
			Total	$ 568,436

Notice to reallocate (Reynold Street Pier Upgrades)

Attachment H

County of Monroe
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor *Pro Tem* Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

April 4, 2025

Jessica Beck-Galindo, MPA, FCCM
District Local Program Administrator Florida Department of Transportation
District VI-Adam Leigh Cann Building
Program Management Room 6112B
1000 NW 111th Avenue - Miami, Florida 33172

Subject: Notice To Reallocate
PROJECT DESCRIPTION: Reynold Street Pier Upgrades
FM# 449448-1
Contract: N/A
County: Monroe

Dear Ms. Beck-Galindo,

This letter serves as authorization to the Florida Department of Transportation to proceed with the Re-allocation of the above-mentioned project funds from FY26 to FY27. Monroe County understands that we may need to reapply for funding in a future application cycle should the project continue at a later date.

REASON/Justification:

In 2021 Monroe County applied for and was granted a Transportation Alternatives (TA) grant for funding the construction of the Reynold Street Pier Upgrade project. The Reynolds Street Pier is located in the County-owned Higgs Beach Park in Key West and extends from the beach approximately 700 feet into the Atlantic Ocean. The substructures (concrete piles and bents) are in need of repair to extend the useful life of the structure. Our application included local funds, via a Monroe County Tourist Development Council (TDC) grant, in the amount of $259,448, that was in place prior to the TA application. Originally, our application identified the local TDC funding for the preliminary engineering, design and permitting as well as for a portion of the CEI costs. The TA grant funds were slated for construction. The total TA grant funds are currently $107,145 (FY26) and $461,291 (FY27) for a total of $568,436.

In a 2023, the TDC and Monroe County Attorney's office issued a finding that TDC grant funds could not be used for planning or design purposes. Since the TA grant funds are programed for construction only (Phase 58), this leaves the project without funding for PE and design tasks. The County intends to budget additional local county funds (approximately $100,000) for the preliminary engineering, design and permitting effort in the County's FY26 (starting 10/01/25).

Therefore, we are respectfully requesting that all TA grant funds from FDOT FY27 be moved into FDOT FY27 (starting 07/01/26). The total TA grant amount would remain at $568, 436 but would be encumbered for FY27 and would all be used for construction and CEI. The Monroe County funds would increase from $259,448 to $359,448.

Sincerely,

Cary Vick Digitally signed by Cary Vick Date: 2025.04.04 16:12:41 -04'00'

Cary D. Vick
Director of Project Management
Monroe County

CC: Judy Clark
Kevin Wilson

Task Order
(Attachment I)

Attachment I

TASK ORDER
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN MONROE COUNTY AND BENDER & ASSOCIATES ARCHITECTS, P.A. FOR THE WEST MARTELLO TOWER HURRICANE IAN REPAIRS

In accordance with the Agreement for Professional Architectural and Engineering Services, made and entered into on January 18, 2023, between MONROE COUNTY, ("County") and BENDER & ASSOCIATES ARCHITECTS, P.A., ("Consultant"), where professional services are allowed if construction costs do not exceed $7,500,000.00, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 ("Agreement"), as provided in Subsection 287.055(2)(g), Florida Statutes, as amended by Section 2, Chapter 2024-204, Laws of Florida, pursuant to which Recital No. 2 and Attachment A, Subsection 1.01 of the Contract is hereby modified, the parties enter into this Task Order ("Task Order").

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case, the provision or Article will be specifically referenced in this Task Order and the amendment, addition, or modification will be precisely described. These additions apply only to the project referenced in this Task Order.

This Task Order is effective on the **11th day of September 2024**.

WHEREAS, on September 27, 2022, the eye of Hurricane Ian passed 70 miles west of Key West resulting in storm surge, flooding, and high winds impacting County-owned properties; and

WHEREAS, the West Martello Tower at Higgs Beach sustained damage to the property and structure that necessitate repair.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Article II, SCOPE OF BASIC SERVICES of the Professional Architectural and Engineering Services Agreement, the Consultant will provide architectural and engineering services to facilitate the repairs to the West Martello Tower as outlined in the FEMA Damage Report including repairs to fencing, covered shelters, rainwater catchment system, interior and exterior doors, slate floors and electrical panels. The scope of work shall include:
    - Field measurement of the existing site elements and buildings.
    - Construction Drawings and Technical Specifications.
    - Permitting assistance, including submittal of documents to the State of Florida DHR and City of Key West HARC Commission.
    - Bidding support services.
    - Construction Administration services.

2. In accordance with Article VII, Paragraph 7.1.1 of the Agreement, the County shall pay the Consultant a lump sum total of **One Hundred Thousand Seven Hundred Twelve and 00/100 Dollars ($100,712.00.00)** paid on a percent complete basis for the following phases:

   - *Existing Conditions and 60% Design Drawings* - $28,906.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
   - *Construction Documents* - $32,524.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
   - *Bidding Phase* - $8,660.00 lump sum upon completion of bid process and approval by the Director of Project Management.
   - *Construction Administration* - $30,622.00 lump sum upon completion of project and approval by the Director of Project Management.

All other Terms and Conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each party caused this Task Order to be executed by its duly authorized representative.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

Date: 9/11/2024

FILED FOR RECORD
2024 SEP 18 PM 3:
CLK CIR CT
MONROE COUNTY, FLA

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM
JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 8-19-2024

Consultant's Witness Attest:

By: Caitlin Dempsey

Printed Name: Caitlin Dempsey

Title: Office Manager

CONSULTANT:
BENDER & ASSOCIATES ARCHITECTS, P.A.

By: David Salay

Printed Name: David Salay

Title: Architect, Partner

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2024

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

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

PRODUCER	CONTACT NAME: Erinn E Collinsworth	
Collinsworth Ins & Risk Mgmt Services In P.O. Box 661628 Miami Springs FL 33266	PHONE (A/C, No, Ext): (786) 930-4795	FAX (A/C, No): (786) 930-4794
	E-MAIL ADDRESS: erinn@collinsworthinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	25623
INSURER B: Travelers Property Casualty of	25674
INSURER C: Travelers Cas & Surety Co	19038
INSURER D: Liberty Insurance Underwriters	19917
INSURER E:	
INSURER F:	

INSURED
Bender & Associates Architects, P.A.

410 Angela Street

Key West FL 33040
(305) 296-1347

COVERAGES RG **CERTIFICATE NUMBER:** Cert ID 18191 (16) **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		660-8178X318	02/10/2024	02/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]	Y		660-8178X318	02/10/2024	02/10/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP-4K489840	02/10/2024	02/10/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-0K197735	02/10/2024	02/10/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			AEXNYAB62TB004 Claims Made Basis	02/10/2024	02/10/2025	Each Claim Policy Aggregate	$ 2,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If required by written contract, Monroe County Board of County Commissioners is an additional insured, excluding professional services, on the General & Auto Liability.

APPROVED BY RISK MANAGEMENT
BY
DATE 2.13.24
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
Attn: Project Manager
1100 Simonton St.,
Room 2216
Key West FL 33040

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Erinn E. Collinsworth

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Task Order (Attachment J)

Attachment J

TASK ORDER
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN MONROE COUNTY AND BENDER & ASSOCIATES ARCHITECTS, P.A. FOR THE WEST MARTELLO TOWER RAIN CATCHMENT SYSTEM ANALYSIS

In accordance with the Agreement for Professional Architectural and Engineering Services, made and entered into on January 18, 2023, between MONROE COUNTY, ("County") and BENDER & ASSOCIATES ARCHITECTS, P.A., ("Consultant"), where professional services are allowed if construction costs do not exceed $7,500,000.00, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 ("Agreement"), as provided in Subsection 287.055(2)(g), Florida Statutes, as amended by Section 2, Chapter 2024-204, Laws of Florida, pursuant to which Recital No. 2 and Attachment A, Subsection 1.01 of the Contract is hereby modified, the parties enter into this Task Order ("Task Order").

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case, the provision or Article will be specifically referenced in this Task Order and the amendment, addition, or modification will be precisely described. These additions apply only to the project referenced in this Task Order.

This Task Order is effective on the 22nd **day of** July **2024**.

WHEREAS, the County desires to evaluate the existing rain catchment system at the West Martello Tower in order to determine if it is in the County's best interest to harden the system for future storm events.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Article II, SCOPE OF BASIC SERVICES of the Professional Architectural and Engineering Services Agreement, the Consultant will perform services as described below:
    - Review and inspect the existing Rain Catchment System;
    - Provide a recommendation as to the benefit of hardening the equipment;
    - Provide a narrative of how to harden the existing system against future storm events; and
    - Provide an estimated cost of the hardening project.

2. In accordance with Article VII, Paragraph 7.1.1 of the Agreement, the County shall pay the Consultant a lump sum total of **Twenty-Five Thousand, Two Hundred, Seven and 00/100 Dollars ($25,207.00)** paid on a percent complete basis for the following phases:

    - *Field Measurement of Existing System* - $6,301.00 lump sum upon receipt of documentation and approval by the Director of Project Management.

- *Engineer Site Visit & Coordination* - $6,302.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
- *Finalize Recommendations* - $6,302.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
- *Final Report & Cost Estimate* - $6,302.00 lump sum upon receipt of documentation and approval by the Director of Project Management.

All other Terms and Conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each party caused this Task Order to be executed by its duly authorized representative.

CONSULTANT:
BENDER & ASSOCIATES ARCHITECTS, P.A.

By: David Salay

Printed Name: David Salay

Title: Architect, Partner

MONROE COUNTY, FLORIDA

By: 07.22.2024
Acting County Administrator

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY
DATE: 7-09-2024

West Martello Rain Catchment

TLC ENGINEERING SOLUTIONS

Attachment K

WEST MARTELLO RAIN CATCHMENT SYSTEM ANALYSIS

PROJECT NAME: West Martello Rain Catchment System Analysis

CLIENT NAME: Bender & Associated Architects

PROJECT NO.: 624058 REPORT DATE: 10/23/2024

FIELD VISIT DATE: 08/16/2024 TIME: 11:00 am WEATHER: Sunny TEMP RANGE: 80° F

SITE LOCATION: 1100 Atlantic Blvd, Key West Florida 33040

PRESENT AT SITE: Wendy Aguirre, PM, Monroe County Public Works & Engineering, Pelayo Calante, PE (TLC), David Salay, LEED AP, NCARB (Bender & Associates Architects)

PLUMBING AND ELECTRICAL OBSERVATIONS:

The purpose of the site visit was to assess the existing conditions for the rain catchment system.

- **EXISTING CONDITIONS OF THE MEETING ROOM FLOOD CONTROL SYSTEM:**

In-Ground Catchment Tanks: There are two In-Ground Catchment Tanks, one outside each of the Meeting Room doors. These tanks are designed to catch rainwater from the pathways around the meeting rooms and pump it clear before it can penetrate the meeting room.

There are two pumps in each of the In-Ground Catchment Tanks.
Pump #1: This pump is activated by a float switch within the tanks and takes water out of the In-Ground Catchment Tank and up to the 7 large Holding Tanks on the East Gun Emplacement to be used for irrigation.
Pump#2: This pump is activated by a flow switch located outside of the In-Ground Catchment Tank. The float switch is activated when the water levels outside each meeting room begin to get deep enough to threaten water intrusion into the meeting room itself. Water removed from the In-Ground Catchment Tank by this pump is cleared up and over the "Hill" so that it runs over the external wall and onto Higgs Beach.

Irrigation Holding Tanks-East Gun Emplacement: Water removed from the In-Ground Catchment Tank by Pump#1 is sent up to the Irrigation Holding Tanks on the East Gun Emplacement.
Before the water enters the actual Holding Tanks is has to be filtered to remove as much debris as possible to prevent sediment building up in the Holding Tanks and eventually rendering them useless for irrigation use.

The filtration process comprises of two stages.
Filtration Stage 1: Water from pump #1 in the In-Ground Catchment Tanks first pours over steel mesh that covers the White Disbursement Tank to remove larger pieces of debris. The nature of this filtration process means that a high percentage of water falling on the mesh bounces of and eventually runs back down the steps on the East Gun Emplacement before returning to the In-Ground Catchment Tank on that side to be pumped back up for further filtration. This water cycling eventually stops after rain fall stops.
Filtration Stage 2: The second stage of filtration takes place inside the White Disbursement Tank. There are two different thicknesses of filtration pads (four in total) that remove the smaller particles of debris before they can enter the Holding Tanks. These filters need to be removed and flushed through with clean water on a regular basis to prevent them from clogging. If they do get too clogged water is stopped from entering the Holding Tanks and overflows the White Disbursement tank continuously. A clear sign of these filters being clogged is when after rain has stopped for some time, the water is still running down the steps from the Holding Tanks area.

WEST MARTELLO RAIN CATCHMENT SYSTEM ANALYSIS

All the Irrigation Holding Tanks are interconnected, but each one is also fitted with an isolation valve on the in-flow and out-flow pipes so that they can be taken "off-line" for maintenance work when needed. Each Holding Tank is also fitted with an overflow pipe that removes water from the tank when it's full and takes it over the "Hill" so that it runs out over the external wall and onto the Higgs Beach.
During times of little or no rainfall the Irrigation Holding Tanks are kept at a minimum water level with City water. This top-up process is controlled by a float switch located in one of the Holding Tanks, and an external Control Valve on the pipe from the City Supply. This valve is located on the west side retaining wall of the East Gun Emplacement. See First Level and Upper-Level Existing Plumbing Plans.

PLUMBING OBSERVATIONS:

The existing rain catchment system is not operating properly, the rain collection system has two (2) pumps, Pump #1 and Pump #2 in the same In-Ground Catchment Tank. Both pumps have different purposes and should be in different tanks. The system is old and needs to be replaced. The control system is not working properly. The steel mesh that covers the White Disbursement Tank is not working properly and splash the 50% of the collected water.

PROPOSED RAIN CATCHMENT SYSTEM:

Rainwater will be collected from the roof and trench drains of two buildings. Gutters, downspouts, and conveyance piping will bring the water to 4 self-contained, packaged sump/effluent pump systems (25 gallons GOULDS GWP23x30 Rainwater Package with Pump). Each of the 4 pumps has an integral sump basin and float switch. When the pump float switch rises to greater than 45 degrees due to water entering the sump, the pump will automatically turn on to pump the water out of the sump. Two of the pump systems (Pump #2) will discharge the rainwater to a nearby hill. Two additional pump systems (Pump #1) will discharge the water to four (4) above ground, 1000-gallon rainwater storage tanks. The four (4) 1000-gallon storge tanks (RainFlo, TOT-1000BK) will be plumbed together at the bottom of the tanks to act as a single 4000-gallon rainwater collection system. The tanks will be plumbed to a new irrigation pump (RainFlo Multi-Stage Centrifugal Pump, Model MHP 150) that will pump water to an irrigation system on an on-demand basis. If the 4x1000 gallon tank assembly is full, excess water will flow out of the tank overflows via gravity.

The four (4) Irrigation Holding Tanks are interconnected, but each one is also fitted with an isolation valve on the in-flow and out-flow pipes so that they can be taken "off-line" for maintenance work when needed. Each Holding Tank is also fitted with an overflow pipe that removes water from the tank when it's full and takes it over the "Hill" so that it runs out over the external wall and onto the Higgs Beach.
During times of little or no rainfall the Irrigation Holding Tanks are kept at a minimum water level with City water. This top-up process is controlled by an existing float switch that will be relocated in one of the Holding Tanks, and an external Control Valve on the pipe from the City Supply. This valve is located on the west side retaining wall of the East Gun Emplacement.
See First Level and Upper-Level New Plumbing Plans.

ELECTRICAL OBSERVATIONS:

The purpose of the site visit was to assess the existing electrical conditions and infrastructure for the Rain Catchment system and pumps.

There are 2 existing electrical panels in the vicinity of the pumps that are in good condition. The panels are serving the pumps system.
The existing pumps will be replaced by new, of the same power consumption, therefore no additional loads will be added nor deleted during this replacement.
Existing disconnecting means will be provided new.
Because of the proximity to the water and water related devices feed, TLC suggest replacing the existing wiring serving the new pumps.

WEST MARTELLO RAIN CATCHMENT SYSTEM ANALYSIS

STRUCTURAL HARDENING:
Storm hardening can make the existing equipment less susceptible to damage from extreme wind, flooding, and flying debris. The intent would be to make the existing equipment more resistant to damage so that it is less likely to require replacement after a severe weather event.

The existing system is most susceptible to damage from extreme wind and flooding. For the pumps, we recommend supporting them from above and removing the surrounding soil to a sufficient depth to provide a concrete foundation for anchoring. Steel straps can be used to anchor the pumps to the concrete below to prevent movement from extreme wind and flooding.

The rainwater storage tanks are located on a concrete slab. We recommend taking core samples to determine the thickness of the concrete slab. If the thickness is sufficient, we recommend anchoring threaded rods into the slab and strapping down the tanks using steel struts.

EXISTING 120 GALLON RAINWATER TANK

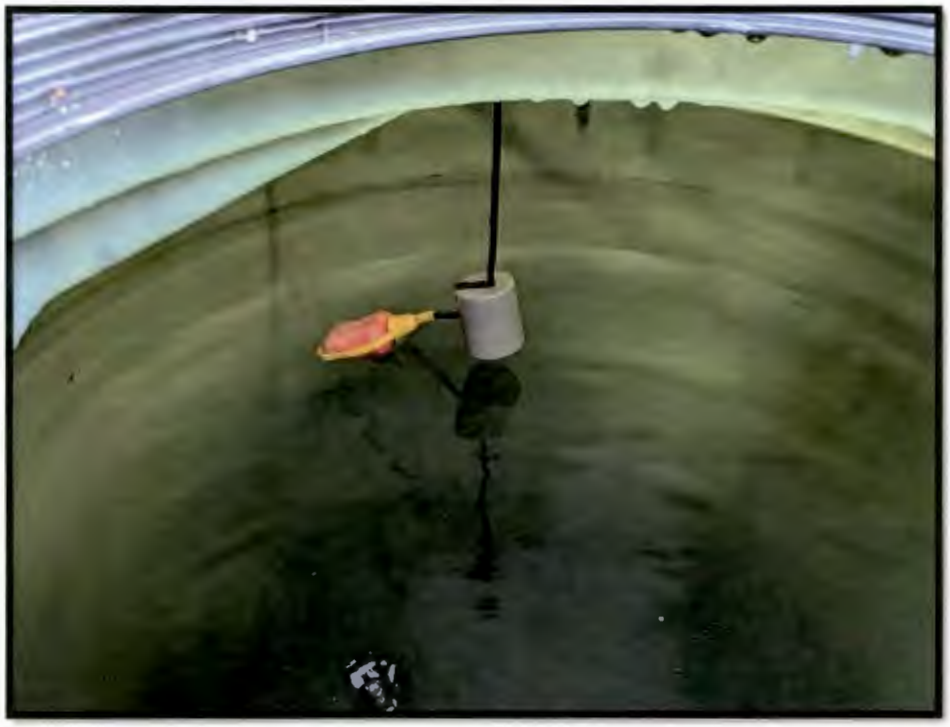
EXISTING RAIN WATER COLLECTION PUMPS

EXISTING PUMP#2 WATER LEVEL SENSOR

WEST MARTELLO RAIN CATCHMENT SYSTEM ANALYSIS

EXISTING ELECTRICAL PANEL

EXISTING 8'x5" DRAIN TRENCH



EXISTING LEVEL FLOW SWITCH FROM THE CITY WATER LINE

EXISTING SEVEN 500 GALLONS INTERCONNECTED IRRIGATION TANKS

EXISTING IRRIGATION PUMP

Task Order (Attachment L)

Attachment L

TASK ORDER
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES BETWEEN MONROE COUNTY AND BENDER & ASSOCIATES ARCHITECTS, P.A. FOR THE HIGGS BEACH HURRICANE IAN REPAIRS

In accordance with the Agreement for Professional Architectural and Engineering Services, made and entered into on January 18, 2023, between MONROE COUNTY, ("County") and BENDER & ASSOCIATES ARCHITECTS, P.A., ("Consultant"), where professional services are allowed if construction costs do not exceed $7,500,000.00, or for study activity if the fee for professional services for each individual study under the contract does not exceed $500,000.00 ("Agreement"), as provided in Subsection 287.055(2)(g), Florida Statutes, as amended by Section 2, Chapter 2024-204, Laws of Florida, pursuant to which Recital No. 2 and Attachment A, Subsection 1.01 of the Contract is hereby modified, the parties enter into this Task Order ("Task Order").

All terms and conditions of the Agreement apply to this Task Order, unless this Task Order amends, adds, or modifies a provision or an Article of the Agreement, in which case, the provision or Article will be specifically referenced in this Task Order and the amendment, addition, or modification will be precisely described. These additions apply only to the project referenced in this Task Order.

This Task Order is effective on the **25th day of March 2025**.

WHEREAS, on September 27, 2022, the eye of Hurricane Ian passed 70 miles west of Key West resulting in storm surge, flooding, and high winds impacting County-owned properties; and

WHEREAS, various areas of Higgs Beach sustained damage that necessitates repair.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. In accordance with Article II, SCOPE OF BASIC SERVICES of the Professional Architectural and Engineering Services Agreement, the Consultant will provide architectural and engineering services to facilitate the repairs to Higgs Beach as outlined in the FEMA Damage Report including repairs to the picnic pavilions, Astro City playground, park equipment, parking lot striping/paving, railings, roofing and facias, fencing, concrete repairs, and Reynolds Street Pier repairs. The scope of work shall include:
    - Field measurement of the existing site elements and buildings, and a new property survey.
    - Construction Drawings and Technical Specifications.
    - Permitting assistance, including the submittal of documents to the State of Florida Department of State, Division of Historic Resources (FDHR) and City of Key West Historic Architectural Review Commission (HARC).
    - Bidding support services.

- Construction Administration services.

2. In accordance with Article VII, Paragraph 7.1.1 of the Agreement, the County shall pay the Consultant a lump sum total of **Three Hundred, Sixty-Four Thousand, Nine Hundred Three and 00/100 Dollars ($364,903.00)** paid on a percent complete basis for the following phases:

   - *Existing Conditions and 60% Design Drawings* - $177,168.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
   - *100% Construction Documents* - $114,450.00 lump sum upon receipt of documentation and approval by the Director of Project Management.
   - *Bidding Phase* - $15,800.00 lump sum upon completion of bid process and approval by the Director of Project Management.
   - *Construction Administration* - $57,485.00 lump sum upon completion of project and approval by the Director of Project Management.

All other Terms and Conditions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each party caused this Task Order to be executed by its duly authorized representative.

(SEAL)
Attest: KEVIN MADOK, Clerk

By: _____
As Deputy Clerk

Date: 3/25/2025

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

MONROE COUNTY ATTORNEY'S OFFICE
APPROVED AS TO FORM

JOSEPH DINOVO
ASSISTANT COUNTY ATTORNEY

DATE: 3-06-2025

FILED FOR RECORD
2025 APR -2 PM 12:56
CLK CIR CT
MONROE COUNTY, FLA

CONSULTANT:
BENDER & ASSOCIATES ARCHITECTS, P.A.

Consultant's Witness Attest:

By: _____

Printed Name: Cailin Dempsey

Title: Office Manager

By: _____

Printed Name: DAVID J. SALAY

Title: ARCHITECT, PARTNER