RESOLUTION NO. 26-044

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED FIRST AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT BETWEEN THE CITY OF KEY WEST AND BRIAN L. BARROSO; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at City Commission meeting on January 7, 2025, in Resolution No. 25-003, the City Commission approved the employment agreement between the City of Key West and Brian L. Barroso; and

WHEREAS, Barroso's performance as City Manager has stabilized the administration of City government and worked to instill confidence in its operations for the position of City Manager; and

WHEREAS, the City Manager employment agreement agree to reopen the issues of salary, benefits and health insurance after completion of the first successful year provided that the City Manager has made substantial progress in obtaining certification as a Florida Certified Public Manager by the Florida City and County Management Association, or has achieved "candidate status" with the International City/County Management Association, or equivalent organization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the attached first amendment to the City Manager Employment Agreement between the City of Key West and Brian L. Barroso for the position of City Manager is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 11th day of February, 2026.

Authenticated by the Presiding Officer and Clerk of the Commission on 17th day of February, 2026.

Filed with the Clerk on February 17, 2026.

Mayor Danise Henriquez	No
Vice Mayor Donald "Donie" Lee	Yes
Commissioner Lissette Carey	Yes
Commissioner Aaron Castillo	Yes
Commissioner Monica Haskell	Yes
Commissioner Sam Kaufman	No
Commissioner Greg Veliz	Yes

DANISE HENRIQUEZ, MAYOR

ATTEST:

KERI O'BRIEN, CITY CLERK

THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT 1

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 11th day of February 2026, by and between The City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **BRIAN L. BARROSO**, ("City Manager"), whose present address is 18 Bamboo Terr Key West, FL 33040.

WHEREAS, the parties hereto did on January 7, 2025 enter into an Employment Agreement for the position of City of Key West City Manager ("Agreement"); and

WHEREAS, the parties desire to amend the Agreement; and

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants herein, it is agreed as follows:

1. Paragraph 4.A. of the Agreement is hereby amended as follows:

A. Normal Term. The term of this Agreement shall be for the period beginning on January 8, 2025, after City Manager is confirmed by the City Commission by Resolution #25-003 and continuing for a period of two (2) years, terminating at close of business (COB) on January 7, 2027. After the initial term, this Agreement will automatically renew for a period of two (2) years unless either the City or City Manager gives the other written notice of its or his intent to modify or terminate the Agreement. Any written notice required pursuant to Paragraph 4.A. will be given not less than one hundred twenty (120) days prior to the expiration of any then existing term

of this Agreement. For the extension the base salary will be increased in the same manner as the yearly increases for all general employees.

2. Paragraph 4.C.2. of the Agreement is hereby amended as follows:

2. By City Without Cause. City Manager acknowledges, in the position of City Manager, he serves at the pleasure of a majority of the City Commission. An action item to terminate without cause shall be made at a duly noticed meeting of the full City Commission, defined as the seven (7) members of the City Commissioner, unless a Commissioner has a conflict pursuant to Florida Statute, or there is a vacancy, and shall not be "added on" to any noticed agenda. In the event a majority vote of the full City Commission terminates this Agreement for any reason other than those in paragraph C.1. during the initial two (2) year term, City Manager will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits and salary that would have been earned by City Manager as if still employed under this Agreement for fifteen (15) weeks after separation, in compliance with F.S. 215.425, including all prospective accruals pursuant to Paragraph 3 following the effective date of the separation. This severance shall increase to twenty (20) weeks if terminated during the two (2) year extension. If City terminates City Manager within the six (6) month probationary period pursuant to City's probationary policy, City Manager shall receive six (6) weeks of severance compensation pursuant to F.S. 215.425.

3. In order to implement Grand Jury recommendation no. 12, Paragraph 4.E. is added as follows:

E. Criminal Arrest(s); Suspension by Mayor. Notwithstanding any other provisions of this Agreement, should the City Manager be arrested for a criminal offense, the Mayor shall have the ability to temporarily suspend, with pay, the City Manager pending a hearing before the City Commission regarding the City Manager's employment. The hearing shall occur within thirty (30) days but may be reasonably postponed by the City Commission.

4. Paragraph 6 of the Agreement is hereby amended as follows:

6. Base Salary. The City will pay City Manager, as and for a base salary, the sum of Two Hundred and Sixty-Five Thousand Dollars ($265,000.00) per year; the base salary shall increase at the same time and same

percentage rate as afforded to City Department Heads each fiscal year. Payments shall be made in accordance with the City's standard payroll procedure.

5. Paragraph 17 is hereby added to the Agreement as follows:

17. Expense Account. The City Manager shall be entitled to reimbursement of up to Five Hundred Dollars ($500) per month for reasonable expenses incurred in the performance of his duties, subject to submission of appropriate documentation in accordance with City policies and procedures.

6. Paragraph 18 is hereby added to the Agreement as follows:

18. Education. City agrees to pay to or reimburse City Manager for costs of tuition of City Manager in attendance at a program related to public administration. City Manager must remain in the employment of the City of a period of not less than two (2) years after completion of the approved program. If the City Manager voluntarily separates from the City within the two (2) years, he shall reimburse the City for the full cost of his tuition and other course expenses. Should this Agreement be terminated pursuant to Paragraph 4.C., there shall be no reimbursement for tuition and course expenses.

7. Except as set forth in Paragraphs 1 through 6 of this First Amendment to Agreement, in all other respects, the terms and conditions set forth in the Original Agreement remain in full force and effect.

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

ATTEST:

KERI O'BRIEN, CITY CLERK
CITY OF KEY WEST

DANISE HENRIQUEZ, CITY MAYOR
CITY OF KEY WEST

BRIAN L. BARROSO, CITY MANAGER
CITY OF KEY WEST

REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:

MAYANNE DOWNS
CITY ATTORNEY
CITY OF KEY WEST

THE CITY OF KEY WEST
1300 WHITE STREET KEY WEST, FLORIDA 33040

CITY MANAGER
EMPLOYMENT AGREEMENT

This Agreement is made and entered into this ____ day of January 2025, by and between The City of Key West, Florida, a local governmental agency operating under the laws of the State of Florida and the Charter of the City of Key West, Florida, ("City"), whose main business is located at 1300 White Street, Key West, Florida 33040 and **BRIAN L. BARROSO**, ("City Manager"), whose present address is 6846 Phillips Place Court, Charlotte, NC 28210. City and City Manager hereby agree as follows:

1. Recitals. City desires to employ a City Manager for the City of Key West, who shall be the chief executive and the administrative officer of the City in accordance with the City Charter.

2. Employment. City hereby employs City Manager as its City Manager and City Manager accepts the employment pursuant to the terms and conditions below.

3. Full Time Employment and Benefits. City and City Manager agree that the position of City Manager will be a full-time position. The parties recognize the hours worked by City Manager will necessarily require time outside typical office hours. The City Manager will dedicate forty (40) hours per week plus additional hours as are necessary to perform the duties of City Manager. City Manager shall retain the same level of benefits enjoyed as all employees including, but not limited to: retirement, sick and annual leave (Subject to buyout as other full time City employees), holidays, health, dental vision and life insurance.

4. Term of Agreement; Termination; Resignation.

A. Normal Term. The term of this Agreement shall be for the period beginning on January 8, 2025, after City Manager is confirmed by the

City Commission by Resolution #25-_____ and continuing for a period of two (2) years, terminating at COB on January 7, 2027. This Agreement will automatically renew for a period of two (2) years unless either the City or City Manager gives the other written notice of its or his intent to modify or terminate the Agreement. Such written notice will be given not less than one hundred twenty (120) days prior to the expiration of any then exiting term of this Agreement. For the extension the base salary will be increased in the same manner as the yearly increases for all general employees.

B. Extension of Term. This Agreement can only be extended automatically pursuant to paragraph 4.A., or otherwise by subsequent vote of the City Commission if not automatically renewed as provided in paragraph 4.A.

C. Termination of Agreement.

1. By City for Cause. City can terminate this Agreement upon a finding by a majority vote of the City Commission for "Cause." Cause shall be defined as a substantial violation of the City's policies and procedures, or a violation of ordinance or law, including a finding of "misconduct" as defined by Florida Statute 443.036(29). Should City terminate this Agreement for cause as defined herein, City Manager shall not be entitled to any further compensation beyond the effective date of such termination.

2. By City Without Cause. City Manager acknowledges, in the position of City Manager, he serves at the pleasure of a majority of the City Commission. An action item to terminate without cause shall be made at a duly noticed meeting of the full City Commission and shall not be "added on" to any noticed agenda. In the event a majority vote of the full City Commission terminates this Agreement for any reason other than those in paragraph C.1. during the initial two (2) year term, City Manager will be entitled to receive from City, and within fifteen (15) days will be paid by City, a sum equal to the total of the prospective benefits and salary that would have been earned by City Manager as if still employed under this Agreement for fifteen (15) weeks after separation, in compliance with F.S. 215.425, including all prospective accruals pursuant to paragraph 3 following the effective date of the separation. This severance shall increase to twenty (20) weeks if terminated during the two (2) year extension. If City terminates City Manager within the six (6) month probationary period pursuant to

City's probationary policy, City Manager shall receive six (6) weeks of severance compensation pursuant to F.S. 215.425.

3. By City Manager for Breach. This Agreement may be terminated by City Manager upon a breach of this Agreement by City, provided the City has not cured the breach within thirty (30) days following receipt of the notice of the breach. If the breach has not been cured, termination will be effective on the thirty-first (31st) day following receipt of the written notice from City Manager by City.

4. By Normal Expiration. This Agreement is terminated upon its normal expiration date as stated in Section 4.A.

D. Resignation by City Manager In the event that City Manager resigns from the position prior to the normal expiration date, he will not be entitled to any payment for any sums provided for in paragraph C1 other than accruals that he is entitled to according to the City's Policies and Procedures.

5. Conflict of Interest Prohibition. The City Manager shall not, without the express prior approval of the City Commission, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City except for the purchase of real property and stock ownership in any company whose capital stock is publicly held and regularly traded. The City Manager shall abide by the provisions of Chapter 112, Florida Statutes and the Code of Ethics pertaining to public employees.

6. Base Salary. The City will pay City Manager, as and for a base salary, the sum of Two Hundred and Fifteen Thousand Dollars ($215,000.00) per year; the base salary shall increase at the same time and same percentage rate as afforded to City Department Heads each fiscal year. Payments shall be made in accordance with the City's standard payroll procedure. The City Manager acknowledges that he will serve a period of probation pursuant to City's probationary period for all employees for the first six (6) months of employment wherein he can be terminated for no cause and In such instance, City Manager shall receive six (6) weeks of compensation pursuant to F.S. 215.425. City Manager's compensation shall increase to Two Hundred and Thirty Thousand Dollars ($230,000.00) per year after the first six (6) months of successful employment. City and City Manager agree to reopen the issues

of salary, benefits and health insurance after completion of the first successful year of employment, provided that City Manager has made substantial progress in obtaining certification as a Florida Certified Public Manager by the Florida City and County Management Association, or has achieved "candidate status" with the International City/County Management Association, or equivalent organization.

7. Fringe Benefits. City shall provide and maintain a cellular phone and iPad to City Manager.

8. Relocation. The City agrees to reimburse City Manager all reasonable and related expenses associated with relocation from Charlotte, NC to Key West, FL limited to Ten Thousand Dollars ($10,000.00) payable within 15 days of submission of all relevant receipts.

9. Transportation. In lieu of exclusive use of a city-owned vehicle, City agrees to pay to the City Manager the sum of Five Hundred Dollars ($500.00) per month as, and for a transportation allowance.

10. Travel Reimbursement. City agrees to pay to or reimburse City Manager for the costs of meals, other expenses and lodging incurred by City Manager that may be necessary, required, or appropriate in fulfilling City Manager's duties and responsibilities under this Agreement. Meals, other expenses and lodging will be paid for or reimbursed at the rates specified in Section 112.061, Florida Statues, or as permitted under City Ordinance, whichever is greater, as with any other City employee.

11. City Retirement System. City agrees that City Manager will be a member of the General Employees Retirement Plan of the City. City and City Manager will contribute such amounts at such times in accordance with standard City policy and procedure.

12. Duties and Responsibilities.

A. General. City Manager will have those responsibilities and perform those duties which are listed in the City Charter, the City Code of Ordinances, state and federal law. The City Manager shall also perform such other legally permissible and proper duties and functions as the City Commission assigns from time-to-time.

B. Availability and Residence. City Manager will be reasonably available to City Commissioners and key City staff twenty-four (24)

hours per day. Such availability will be by telephone or electronic messaging, or in person. Pursuant to the City Manager job description, the City Manager shall establish and maintain residency up to mile marker six (6) within six months of the commencement of employment.

C. **Outside Activities.** City Manager shall be allowed to train and/or consult with other municipalities or private and public sector entities so long as it does not interfere or conflict with City business. The City Manager is encouraged to engage in community activities if such activities are not in conflict with the interests of the City. The City Commission shall be the sole judge of any interference or conflict.

D. **Performance Review.** City Manager understands that there shall be an annual performance review of the execution of his job responsibilities that shall be accepted by Resolution of the City Commission at the anniversary month of this agreement. During said reviews, City Manager understands that he will be given defined goals and objectives that City determines are necessary for the proper operation of the City Manager's Office and in the attainment of the City's policy objectives. City shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and within the annual operating and capital budgets and appropriations provided.

In effecting the provisions of this Section, City and City Manager shall mutually agree to abide by all applicable laws. City Manager, City Commissioners and the Mayor will bring any perceived problems or inadequacies to the attention of the other, in private, and will exercise a good faith effort to mutually resolve such perceived problems or inadequacies prior to raising them publicly.

13. Professional Development and Memberships. The City agrees to annually budget and to pay the reasonable membership dues for professional trade associations or organizations at the national and state level. Travel and subsistence expenses of the City Manager for professional and official travel, conferences, meetings, seminars and other occasions, adequate to continue his professional development and to pursue official and other functions of the

City.

14. Personal Leave. The City and City Manager agree that, due to the variety of hours worked and requirements of the position of City Manager, interference with City Manager's family life is to be expected and it is recognized that City Manager may from time to time absent himself during normal business hours for personal or family time; provided, however, that City Manager remains reasonably available to City Commissioners and key City staff by telephone or other electronic means. Such personal time or family time will not be considered or debited against vacation time, so long that such time way does not amount to a full work day.

15. Indemnification. The City will defend, hold harmless and indemnify City Manager against any tort, professional liability, or other legal demand, claim, or action which is related directly or indirectly to City Manager's lawful actions in his capacity as City Manager.

16. Miscellaneous Provisions. This agreement is made in the State of Florida and is governed by Florida law. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought. This agreement may be signed in more than one counterpart, in which case each counterpart will constitute an original of this agreement. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this agreement. Wherever used herein, the singular will include the plural, the plural will include the singular, and pronouns will be read as masculine, feminine or neutral as the context requires. If any provision of this agreement is held invalid or unenforceable, the remainder of the agreement shall remain in full force and effect, and the offending provision shall be amended to the nearest legally permissible term as permitted by law so as to effectuate the intent of the parties. This Agreement is a joint result of the parties' negotiations and shall not to be construed against any party on the basis of authorship. The prevailing party in any litigation, arbitration or mediation relating to this agreement will be entitled to recover its reasonable attorneys' fees from the other party for all matters, including, but not limited to, appeals. Venue for any litigation involving this agreement shall be Monroe County, Florida.

DANISE HENRIQUEZ
MAYOR
CITY OF KEY WEST

Date:

BRIAN L. BARROSO
CITY MANAGER
CITY OF KEY WEST

Date:

****

IN WITNESS WHEREOF the parties have executed this Agreement on this _____ day of January, 2025.

ATTEST:

SEAL:

KERI O'BRIEN
CITY CLERK
CITY OF KEY WEST

****

REVIEWED AND APPROVED FOR LEGAL SUFFICIENCY:

RONALD J. RAMSINGH
CITY ATTORNEY
CITY OF KEY WEST

January 69% Complete

- 15 Commission Directives
  - 12 Items 100% Complete
  - 2 Items 50% Complete
    - 25-3244- Water Quality Testing.
      - Rejected All Bids from RFP 25-004; will go back out for RFP.
    - Suggestion for City to partner with KWAR, county and other agencies to build affordable housing trust fund by Commissioner Kaufman
  - 1 Item 10% Complete
    - Citywide Comprehensive Safety Action Plan.
      - Item was reassigned to Engineering.

February 80% Complete

- 6 Commission Directives
  - 4 Items 100% Complete
  - 2 Items 50% Complete
    - Request for resolution to request exemption from FDOT to allow Speed Limit signage on N/S Roosevelt, i.e. bus stops,
      - Item was reassigned to engineering.
    - Suggests waiver of building permit fees for Affordable housing
      - Item was reassigned to Growth Management.

March 66% Complete

- 4 Commission Directives
  - 3 Items 100% Complete
  - 1 Item 50% Complete
    - 25-3365- Status of Admirals Cut
      - The City Manager has advised Mr. Walsh he would like to discuss the topic and is waiting for Mr. Walsh to provide a date/time to discuss.

April 75% Complete

- 1 Commission Directive
  - Item is at 75% Complete
    - City Recycling Program Update- Keely Kessler, Recycling Coordinator suggests discussions on recycling when Waste Management Contract is up for renewal.
      - Should have Haul Out contract with WM executed in 14 days.

May 97% Complete

- 6 Commission Directives
  - 5 Items 100% Complete
  - 1 Item Incomplete
    - Commissioner Lee: Mayor should be able to make an executive decision to put charter officials on paid administrative leave in emergency situations until a special meeting could be scheduled. Commissioner Kaufman- is it legal, do other florida cities have similar items in their charter. Commissioner Haskell-requests Cover Memo from Interim City Attorney regarding possibility of administrative leave for charter officials moving forward.
      - No final decision was made. Item was assigned to Legal.

June 77% Complete

- 3 Commission Directives
  - 2 Items 100% Complete
  - 1 Item 32% Complete
    - Sponsorship of a Resolution to incorporate Tom Malone's Comments and for staff to take a comprehensive look into procedures for Commission Meetings.

August

- 3 Commission Directives
  - Commissioner Kaufman requests recommendations regarding Transit operating at a $3million loss
  - Requests information regarding lease between Salute and Monroe county
  - Commissioner Carey requests investigating painting both sides of the buoy to encourage the line movement- maybe make it into a community event with young artists

September

- 4 Commission Directives
  - Commissioner Kaufman wants to open the MLK pool Sundays and weekends
  - Commissioner Kaufman wants general updates on Transit
  - Commissioner Haskel wants to know if we can update the contract on Smather's Beach to collect more seaweed.
  - Commissioner Kaufman wants an update on the Diesel Plant.

October

- 1 Commission Directive
  - Commissioner Haskell requested that the City Manager put together a workshop for the Commission on CRA 101 to understand the funding mechanism.
    - City Manager is working with Growth Management and Finance.

November 58% Complete

- 6 Commission Directives
  - 1 Item is at 100% Complete
  - 5 Items at 50%
    - Commissioner Kaufman would like a report of yearly insurance claims.
      - Item has been assigned to Risk Management.
    - Commissioner Kaufman would like to know other Cities using the fire fighter tax adjustments. Also asked for staff to research if there will be a difference in property taxes for homestead exempt properties.
    - Commissioner Haskell wants creative ideas to replace the rainbow crosswalks. Would like to see the RFP to be open to all suggestions not just an arch.
      - Item has been assigned to Community Services.
    - Commissioner Carey has requested staff to work with the SPCA on chicken traps. Currently there is a $75 fee. The fee is returned when the trap is returned. However commissioner Carey suggested a lower rate as some citizens may find it difficult to produce $75.00 up front.
      - Item has been assigned to Community Services.
    - Commissioner Carey has been receiving questions about parking tickets. Specifically in Commissioner Lee's district. Commissioner Carey has requested possibly a warning before a citation has been written. Staff has been asked to address. Citizen has 10 days to pay citations.
      - Item has been assigned to the Police Department.

December 75% Complete

- 4 Commission Directives
  - 3 Items are at 100% Complete
  - 1 Item is Incomplete
    - Mayor Henriquez requests a list of open permits. Also would like a total number of open permits.
      - Item has been assigned to Growth Management and Building Department.

Task	Description	Assigned To	Status	% Allocation	% Complete	Start Date	End Date	Latest Comment
January 2025					81%	10/01/24	12/31/25	
Citywide Comprehensive Safety Action Plan		Engineering	Programmed	10%	25%	01/07/25	09/30/25	Todd Stoughton - RFP responses were approved by the City Commission on the 10/10/2024 City Commission Meeting. Recommend reassigning this to Engineering.
Institute a Customer Service One Stop Shop	Cross Train Permit Techs for Planning, Tree, HARC, Building, etc.	Growth Management	Complete	10%	100%	01/07/25	04/01/25	
Market Rate Study Survey Follow Up	Marina Market Rate Survey for liveaboard residents	Port and Marine Services	Complete	10%	100%	10/01/24	06/04/25	
Position Review	City Staff Reorganization: Generate Growth Management Position and reallocate positions in the City Manager's Office	City Manager's Office	Complete	20%	100%	02/03/25	04/01/25	Added a second Assistant City Manager, Growth Management Director, Executive Administrator for Special Projects, and Community Center Supervisor.
Meeting Request regarding budget, P3, and discussions with developers	Request meeting with Congressman Gimenez or his Chief of Staff	City Manager's Office	Complete	10%	100%	02/04/25	03/17/25	

25-3244- Water Quality Testing	Water Quality Testing- Commissioner Kaufman – Would like to see more quality testing, not less. Commissioner Lee – We need to make a comprehensive analysis and gather comprehensive data. Supports putting this out for RFP to get the ball rolling. It is important to continue testing. Commissioner Hoover – Before we put any money toward our testing, we should know who is already doing water quality testing. We should have results at hand and then we should work with everyone on this. The Commission should direct City Management Staff to get all of the information and bring it in and give us a chance to analyze it before we finalize the ILA or do anything. Commissioner Castillo – He wants to know what we are getting for what we are paying out. Testing needs to be done more than once a month. Vice Mayor Carey - Requests a list, by working with Alison's working group, of current water quality testing being conducted	City Manager's Office	In Process	25%	50%	01/07/25	10/07/25	Brandy Lewis - Rejected All Bids from RFP 25-004; will go back out for RFP.

25-3247	E Bikes- Commissioner Lee – Doesn't believe that short of a ban we are not going to be able to enforce what is current or any sort of modification. Commissioner Haskell – Asked KWPD to do speeding events more often. Vice Mayor Carey – Speeding tickets would be a great deterrent, would like to see uptick on those. Could we utilize staff to translate. Requests a speed event close to the Staples bridge soon. Thinks the "This, not this" slide would be great to get out to schools. Mayor Henriquez – Is there anything legislatively that we can do with the lobbyists? Commissioner Kaufman – We should keep this in mind for next budget. He would like a meeting with CA Ramsingh to discuss the ordinance. Criminal citations and real consequences are needed, and the word will get out. If parents are brought in when their kids are cited, word will spread in the schools. Chief Brandenburg will work with City	City Manager's Office	Complete	25%	100%	01/07/25	01/07/25	
Request for update on Sigsbee	"Commissioner Kaufman- requests a point person or committee for housing at Sigsbee by next meeting. Would also like City manager Barroso's recommendation on how to proceed. Commissioner Lee- 10 USC 26-79 would provide a lease for the 18 acres with the City, would not require an RFP and put us in a better position to enter into an ILA with the Navy."	City Manager's Office	Complete	25%	100%	01/07/25	02/04/25	

Sewer/Infrastructure Projects	Request for more detail on sewer/infrastructure projects from 1/31 legislative priority email by Commissioner Haskell	City Manager's Office	Complete	25%	100%	01/07/25	02/04/25	
Commission Retreat	Request for Commission Retreat Date for 2025	City Manager's Office	Complete	25%	100%	01/07/25	03/17/25	
25-3244	Suggestion for City to partner with KWAR, county and other agencies to build affordable housing trust fund by Commissioner Kaufman	City Manager's Office	In Process	25%	50%	01/07/25	12/31/25	
County Legislative Priorities	Request for the County's legislative priorities by January 10th meeting	City Manager's Office	Complete	25%	100%	01/07/25	02/04/25	
Capital Improvement Projects	Request combined list of Capital Improvement Projects from Commissioner Haskell	Finance	Complete	25%	100%	01/07/25	01/07/25	
Power DMS Budgeting	Request City Manager's Office, KWFD, and KWPD budget funds to purchase Power Policy through PowerDMS	City Manager's Office 1	Complete	20%	100%	02/19/25	07/22/25	
Institute Quarterly Awards for Fire Department	Request Fire Department does quarterly awards like the police department	Fire Department	Complete	20%	100%	02/19/25	04/01/25	
February 2025					**91%**	**05/01/24**	**07/01/26**	
Request for data to be obtained starting now for Funding from TDC		City Manager's Office	Complete	20%	100%	02/04/25	03/17/25	
Ordinance Update for Waiver of Building Permit Fees	Suggests waiver of building permit fees for Affordable housing	Growth Management	Programmed	20%	50%	02/19/25	09/30/25	
Cultural Preservation Society	Institute a $500 cost for the lease while a portion of Mallory Square is deemed structurally unsafe; await an audit, approve SOP's, generate a mutually acceptable long term lease.	Property Manager	Complete	25%	100%	05/01/24	10/31/25	
Race World Offshore Request for Proposals	send Race World Offshore event out to RFP for 2026; 2025 will be handled with a Special Event Permit	Finance	Complete	95%	100%	11/01/24	02/27/26	

Coffee Butler Amphitheater	Operator Contract with Ramshead	City Manager's Office 1	Complete	20%	100%	07/01/25	07/01/26	Todd Stoughton - Contract is current through FY-26. City Manager has met with RamsHead ownership and operations group and the City is making improvements to the facility prior to opening negotiations. We will launch a new Smart Sheet once we start the new agreement process.
Legislation exemption request	Request for resolution to request exemption from FDOT to allow Speed Limit signage on N/S Roosevelt; i.e. bus stops,	Engineering	In Process	20%	50%	02/04/25	01/02/26	Todd Stoughton - Project has stalled. Recommend reassigning task to the Engineering Department.
March 2025					**86%**	**03/04/25**	**11/04/25**	
25-3365- Status of Admirals Cut	Commissioner Kaufman- supports connection, wants to see if all agree in order to direct City Manager to proceed with conversation. Commissioner Haskell- agrees, would like to see this move forward. Commissioner Castillo- would like to see it all connected. Mayor Henriquez- spoke to Mr. Walsh, is open to direct City Manager to have this discussion. Todd Stoughton - The City Manager has advised Mr. Walsh he would like to discuss the topic and is waiting for Mr. Walsh to provide a date/time to discuss.	City Manager's Office	In Process	25%	50%	03/04/25	08/29/25	
25-3409- CM Report	Fantasy Fest Contract Completion timeline	City Manager's Office	Complete	25%	100%	03/04/25	04/01/25	
25-3409- CM Report	E-bikes- request new sustainability coordinator presentation on signage	City Manager's Office	Complete	25%	100%	03/04/25	04/01/25	

25-3409- CM Report	Flooding priorities to Commission- provide PD's plan for blocking streets to avoid stalling cars; can stored granite be used to help with flooding	City Manager's Office	Complete	25%	100%	03/04/25	04/01/25	
April 2025					**75%**	**04/01/25**	**10/10/25**	
25-3537	City Recycling Program Update Keely Kessler, Recycling Coordinator suggests discussions on recycling when Waste Management Contract is up for renewal.	Utilities 1	In Process	100%	75%	04/01/25	08/25/25	mwillman@cityofkeywest-fl.gov - Should have Haul Out contract with WM exexuted in 14 days
May 2025					**97%**	**04/01/25**	**12/12/25**	
25-3695- 6-Month Budget Update	Commissioner Castillo: $9 Billion Dollar Grants. Spoke with Todd. Todd is speaking with the Southern group. Commissioner Haskell: Requested a copy of the presentation package. Commissioner Kaufman: Requested an estimated forecast at the end of 2025. Also requested cash carry forward. Expenditures for outside counsel in total. Requested the reserves and capital fund for the City Marina. Requested a list of storm water projects for the July budget review. Requested grant funding.	Finance	Complete	100%	100%	05/06/25	05/06/25	
25-3758- Iguana and Chicken Population and Control	Marcus will send updates to the entire commission regarding catching of chickens and iguanas.	Community Services 2	Complete					

25-3762- Administrative Leave for Charter Officers	Commissioner Lee: Mayor should be able to make an executive decision to put charter officials on paid administrative leave in emergency situations until a special meeting could be scheduled. Commissioner Kaufman- is it legal, do other florida cities have similar items in their charter. Commissioner Haskell-requests Cover Memo from Interim City Attorney regarding possibility of administrative leave for charter officials moving forward. No final decision was made.	City Attorney						
25-3744- City Manager's Report	Commissioner Kaufman- requests an update on Fantasy Fest	City Manager's Office	Complete		100%			
25-3744- City Manager's Report	Smather's Beach Parking Charge Update- how are charges currently being enforced, and how will we avoid parking in the dirt lot following implementation	Parking	Complete	100%	100%	04/01/25	12/02/25	jwilkins@cityofkeywest-fl.gov - Paystations should arrive mid october jwilkins@cityofkeywest-fl.gov- Smathers Beach street parking is currently metered and being charged; Paystations are being installed 12/2/25 at the gravel lot, and is included in the 4 hour residential credit on residential parking permits.
25-3744- City Manager's Report	Commissioner Castillo- When will the drain dig begin in front of the Community Center- estimate of 30 days	Utilities 1	Complete					
June 2025					**73%**	**06/04/25**	**02/13/26**	
Sponsorship of a Resolution to incorporate Tom Malone's Comments and for staff to take a comprehensive look into procedures for Commission Meetings.	Requested by Commissioner Kaufman	Rod Delostrinos	In Process	32%	32%			

Requests Special Meeting Scheduled to discuss Grand Jury Recommendations	Requested by Commissioner Kaufman and Commissioner Haskell	Keri O'brien	Complete	32%	100%	06/04/25	06/25/25	
Request for Procurement Manager to review contracts prior to renewal	Requested by Commissioner Kaufman	Christina Bervaldi	Complete	46%	100%			cbervaldi@cityofkeywest-fl.gov - This is an ongoing item. The Finance Department is currently implementing a Contract Management Solution which provides Finance with tickler dates in which Procurement will review all contract renewals.
August 2025						**08/06/25**	**10/06/25**	
25-4193- Transit Operations	Commissioner Kaufman requests recommendations regarding Transit operating at a $3million loss							
25-4193- Salute Lease	Requests information regarding lease between Salute and Monroe county							
25-4193- Southernmost Point Buoy	Commissioner Carey requests investigating painting both sides of the buoy to encourage the line movement- maybe make it into a community event with young artists							
September 2025					**75%**	**09/03/25**	**04/24/26**	
25-4325	Commissioner Kaufman wants to open the MLK pool Sundays and weekends							
25-4325	Commissioner Kaufman wants general updates on Transit							
25-4325	Commissioner Haskel wants to know if we can update the contract on Smather's Beach to collect more seaweed.							
25-4325	Commissioner Kaufman wants an update on the Diesel Plant.							
October 2025					**26%**	**10/09/25**	**03/14/26**	

	Commissioner Haskell requested that the City Manager put together a workshop for the Commission on CRA 101 to understand the funding mechanism.	City Manager's Office, Finance, Growth Management	In Process	100%		10/09/25	12/09/25	
November 2025					**52%**	**11/05/25**	**04/17/26**	
	Commissioner Kaufman would like a report of yearly insurance claims.	Risk Management	In Process	100%	50%	11/05/25	01/05/26	
	Commissioner Kaufman would like to know other Cities using the fire fighter tax adjustments. Also asked for staff to research if there will be a difference in property taxes for homestead exempt properties.	City Manager's Office	In Process	100%	50%	11/05/25	01/05/26	
	Commissioner Haskell wants creative ideas to replace the rainbow crosswalks. Would like to see the rfp to be open to all suggestions not just an arch.	Community Services	In Process	100%	50%	11/05/25	01/05/26	
	Commissioner Carey has been receiving complaints about the quantity of chickens recently. Commissioner has requested data on water quality testing. Would like to see if there is any data on water quality due to chicken waste.	Utilities 1	Complete	100%	100%	11/05/25	01/05/26	mwillman@cityofkeywest-fl.gov - No tie to water quality
	Commissioner Carey has requested staff to work with the SPCA on chicken traps. Currently there is a $75 fee. The fee is returned when the trap is returned. However commissioner Carey suggested a lower rate as some citizens may find it difficult to produce $75.00 up front.	City Manager's Office, Community Services	In Process	100%	50%	11/05/25	01/05/26	

	Commissioner Carey has been receiving questions about parking tickets. Specifically in Commissioner Lee's district. Commissioner Carey has requested possibly a warning before a citation has been written. Staff has been asked to address. Citizen has 10 days to pay citations.	City Manager's Office, KWPD	In Process	100%	50%	11/05/25	01/05/26	
Dec-25					**50%**	**12/02/25**	**02/06/26**	
	Mayor Henriquez requests a list of open permits. Also would like a total number of open permits.	Building Department, Growth Management						
	Commissioner Kaufman would like a list of property owners who have made no response. Items 14 & 22 have been completed but Commissioner Kaufman had questions. CM was able to answer.	Building Department, Growth Management	Complete	100%	100%			
	Commissioner Haskel would like to change completion from 90% to 75% on item number 6.	City Manager's Office	Complete	100%	100%			
	Commission has requested a list of companies doing water quality testing from Alison Higgins.	Sustainability	Complete	50%	100%			

	Commissioner Castillo advocated for support for Rachel Haas regarding the trolley area congestion and encouraged finding a workable solution for all parties. Commissioner Carey thanked staff for timely water quality testing data and updates on mooring field water testing arrangements. Commissioner Veliz thanked the Commission for his appointment. Multiple commissioners expressed gratitude toward city staff and colleagues, extending holiday wishes. City Manager acknowledged a previous error about correspondence received from AH of Monroe.							

Item #	Task	Initial Staff Response	Status	Completion	Department	Latest Comment
25	**June 25, 2025 City Commission Special Meeting**					
25-1.1	1. Ronald Ramsingh – Although no longer employed with the City, it should be noted that we unanimously concluded that Ronald Ramsingh should have been immediately terminated for cause. Ronald Ramsingh should also be barred from future government employment, whether with the City of Key West or Monroe County.	Ronald Ramsingh's employment contract was terminated on April 24th, 2025, by the City Commission via Resolution 25-085.	Completed	100%	City Manager's Office 1, City Manager's Office 2	
25-1.2	2. James Young – Although no longer employed with the City, it should be noted that we unanimously concluded that James Young should have been immediately terminated for cause. James Young should be barred from future government employment whether with the City of Key West or Monroe County.	James Young retired from the City of Key West effective April 4th, 2025.	Completed	100%	City Manager's Office 1, City Manager's Office 2	James Young's file has been notated as ineligible for rehire.
25-1.3	3. James Young – Complete an audit of all work done on his property at 902 Thomas Street by Strykker-Avery/Rajinhdar Ramsingh shall be thoroughly inspected at his cost under, and after-the-fact permit.	On June 4, 2025, the City Commission passed resolution 25-145 directing the City Manager to procure independent planning and engineering firm to review all permits issued for the years 2020 through 2025. Staff is obtaining estimates prior to initiating the audit. However, the building department is reviewing permits for several properties in advance of the audit.	Completed	100%	Growth Management	Recommend adding to Michael Turner or Growth Management Required Inspections Completed on July 18th, 2025. No further action is required
25-1.4	4. Rajinhdar Ramsingh - Although no longer employed with the City, it should be noted that we unanimously concluded that Rajinhdar Ramsingh should have been immediately terminated for cause. Rajinhdar Ramsingh should be barred from future government employment, whether with the City of Key West or Monroe County.	Rajinhdar Ramsingh is still a current employee but has been suspended without pay. Staff is preparing a pre-determination hearing for the City Manager.	Completed	100%	City Manager's Office 1, City Manager's Office 2	Employment was terminated on July 6, 2025, and his file has been notated as ineligible for rehire.
25-1.5	5. Rajinhdar Ramsingh – Immediately complete an audit of all work done on his property at 2827 Harris Avenue, which is currently up for sale. Notification shall be made to the real estate company listing his house that an audit of all work as well as a comprehensive inspection of all prior permits will be immediately conducted under an after-the-fact permit at his expense. Additionally, the Monroe County Property Appraiser's Office should be contacted to ensure that all prior permits and accurate data have been received, which is used to calculate valuation and ad valorem tax purposes.	On June 12, 2025, All Aspects completed an evaluation of corrective steps to obtain final inspection approvals and issuance of a legitimate certificate of occupancy at 2827 Harris Avenue. The City Manager has authorized the building department to reach out to the homeowner to provide the letter with corrective actions.	In Progress	75%	Growth Management	After the fact Plumbing and Electrical Permits have been issued, inspected, and closed. Permit applications for the addition and fuel gas are in corrections.
25-1.6	6. Rajinhdar Ramsingh – Immediately complete an audit in the TRAKiT system to identify all properties either Strykker-Avery and/or Rajinhdar Ramsingh is listed as either the applicant, contractor or otherwise associated with a permit, other than as CBO. For all properties that Strykker-Avery or Rajinhdar Ramsingh performed the work and there are no inspections or CO, notification shall be made to the property owner.	On June 4, 2025, the City Commission passed resolution 25-145 directing the City Manager to procure independent planning and engineering firm to review all permits issued for the years 2020 through 2025. Staff is obtaining estimates prior to initiating the audit.	In Progress	75%	Growth Management	Growth management and the CBO are continuing an internal audit of all affected properties.
25-1.7	7. Lissette Carey – While not charged with any criminal violations by this Grand Jury, the testimony and evidence of her actions and inactions raised many concerns in her decision-making and, more importantly, her ability to serve the city in the capacity as a commissioner. Whether it is a lack of understanding the role, duties and responsibilities the position of a City Commissioner entails, she has not demonstrated the wherewithal and convictions needed to serve in this capacity. Although having had a positive impact while in her prior role with the Housing Authority, the Grand Jury concludes and recommends that, in the interest of integrity and betterment of the city, Lissette Carey resign from her position as City Commissioner.	Article III – Legislative of the City's Charter outlines the powers, qualifications, roles, and responsibilities of the City's elected officials. There are no provisions in the City Charter giving the City Manager the authority over the removal of an elected official.	Completed	100%	City Manager's Office 1, City Manager's Office 2	

25-1.8	8. Todd Stoughton – Todd Stoughton was the individual charged with working with the Building and Planning Departments to resolve the ongoing conflicts. Testimony and evidence received by the Grand Jury revealed that Todd Stoughton's close relationship with Ronald Ramsingh, Rajinhdar Ramsingh and Jim Young, the three indicted defendants, skewed his ability to think and act objectively, instead prioritizing the relationships over implementing real change. Whether by choice or unduly influenced by the professional and personal relationship with the three indicted defendants, Todd Stoughton's inability to do his job impartially when it came to addressing issues with CBO Ramsingh was a contributing factor to the ongoing toxic environment created with the permitting process. Despite the removal of the three indicted defendants, his prior conduct raises serious concerns about his ability to execute his current responsibilities and serve in a management/supervisory role to the betterment of those under him and the much-needed advancement of the city and its residents. The Grand Jury concludes and recommends that Todd Stoughton resign from his current position as Assistant City Manager.	As a result of the Corradino Report, and the recent release of the Grand Jury Report the Building Department, Planning Department, Code Enforcement Department, and Housing Departments have all been moved in the City's Organization Chart under Growth Management which falls under the purview of ACM Delostrinos. HR is being moved to report Directly to the City Manager. This leaves mostly technical departments, except for Community Services, falling under ACM Stoughton. Alternative actions include reprogramming of the Assistant City Manager position held by ACM Stoughton into a non-supervisory role.	Completed	100%	City Manager's Office 1, City Manager's Office 2	Todd Stoughton submitted his resignation as Assistant City Manager on July 8th, 2025. Michael Turner appointed as Assistant City Manager.
25-1.9	9. Establish a robust Whistleblower Protection policy and procedure to encourage city employees, residents and vendors to come forward without fear of losing their employment or face intimidation, threats or retaliation.	Legal will work with HR to develop a whistleblower protection policy and procedure. The City can implement a Whistleblower Protection Policy by developing a clear, legally compliant policy that encourages employees, residents, and vendors to report misconduct without fear of retaliation. This involves establishing multiple confidential reporting channels, defining procedures for investigating complaints, and including strong anti-retaliation safeguards. The policy should be supported by citywide training, legal review, and ongoing oversight. Implementing such a policy will promote transparency, protect whistleblowers, and enhance public trust in City operations. An ordinance has been suggested by Commissioner Kaufman. HR and legal will work together to determine the best route, ordinance or policy, and present reasoning and how it will be implemented.	Completed	100%	City Attorney	Ordinance 25-29 adopted on December 2, 2025
25-1.10	10. Implement strict anti-corruption policies and require the Human Resources Department to keep all formal performance evaluations in employees' files.	City of Key West Human Resources has drafted a major update to the City Policies and Procedures Manual, currently in DRAFT. The updated manual will cover Standards of Conduct, corrective actions, and internal investigations. City of Key West evaluations are submitted on an HRF-7 Evaluation for merit increases upon approval, they are filed in Oracle HCM and personnel files for payroll audit.	Completed	100%	Human Resources	Chief Building Official and Directors will complete an Acknowledgement of Ethical Standards in addition to the required Ethics Training. Performance Evaluations are filed in Oracle HCM in Document of Records and have been since implementation in December 2024.
25-1.11	11. Adopt an ordinance that requires each city employee to undertake ethics training that includes a review of the Conflict-of-Interest Code of Ethics Ordinance and Florida's Public Records Law. A minimum of eight (8) hours yearly for all city employees and a minimum of sixteen (16) for all Elected, Chartered Officials and Department heads.	The City of Key West Human Resources Department implemented Oracle HCM in December 2024 with an online training option. Monroe County provided Harassment Training, Workplace Bullying, Workplace Discrimination, and Ethics in a regulated environment training that are in a test phase for Management. HR will assign this journey to all active employees. Hours recommended exceed all requirements and practices of other municipalities; City will research for recommendation.	Completed	100%	Human Resources	Each employee has tasked with completing a journey for each training module.
25-1.12	12.Codify procedures allowing for the immediate temporary suspension with pay of charter employees arrested for a criminal offense, and in the case of the filing of formal criminal charges, allow for the suspension to be without pay.	This would require a charter amendment, which can be accomplished through referendum. However, the quickest way to implement this provision would be to include it in the Contracts of the Charter Employees. Additionally, any suspension of charter employees would need to be done with pay, until the special meeting is held by the commission. The City would not be able to suspend without pay without a formal hearing as this would be a due process violation and could subject the city to retroactive pay and other potential exposure.	Completed	100%	City Attorney	

25-1.13	13. Restructure the City of Key West organizational chart with respect to the Human Resources Department and make an independent or a charter position. Based upon the information received by the Grand Jury, there have been breakdowns/nonactions and, in some cases, retaliation when employees with concerns or issues with their supervisor or department head report issues following the Chain of Command, due in part to the current organizational structure of human resources reporting to the assistant city manager. Any employee should be able to take any issue with any other employee, regardless of their position, and feel safe, and that it will be handled by someone outside of any chain of command.	Staff is updating the organization chart to reflect the HR Director as a direct report to the City Manager. Human Resources has experienced challenges with the organizational structure and influence from reporting chain bias regarding complaints. We recommend the following; A direct and secure communication line between employees and HR (such as an anonymous hotline or digital reporting system); Regular training sessions for all staff on reporting processes, ensuring employees feel comfortable voicing concerns; A streamlined complaint escalation procedure, preventing unnecessary delays by setting expectations for response timelines at each level; Defined roles for leadership, clarifying how HR collaborates with the City Manager, Mayor, and Commissioners in addressing issues while maintaining confidentiality	Completed	100%	City Attorney, City Manager's Office 1, City Manager's Office 2	Staff has updated the organizational chart to reflect the Human Resources director directly reporting to the City Manager.
25-1.14	14. For the next fiscal year, the City of Key West should budget for an Internal Auditor who is a licensed CPA. The duties would be to conduct efficiency and performance audits of the city government and its officials with written reports submitted to the City Manager, Mayor and City Commission. The Internal Auditor would report directly to the City Manager and have free and unrestricted access to government employees, officials, records and reports where appropriate and to require all branches, departments and officials of city government to produce documents, files and other records. This will assist the city in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's risk management, controls and governance processes.	The Government Finance Officers Association (GFOA) defines an "internal auditor" as an audit professional who works directly for management, and whose primary responsibility is helping management to fulfill its oversight and internal control duties as effectively and as efficiently as possible. GFOA recommends that the internal audit function be established by charter, code or an enabling resolution which should include the qualifications, the scope of work, the power of, who the internal auditor reports to, submission of an annual audit plan and annual report, and what auditing standards to follow. The internal auditor should follow the professional standards contained in the U.S. General Accounting Office's publication Government Auditing Standards and should possess a college degree and appropriate relevant experience. It also is highly desirable that the head of the internal audit function hold some appropriate form of professional certification (e.g., certified internal auditor, certified public accountant). An Internal Auditor component has been discussed in the past between Finance and HR; however, implementation was put on hold due to funding constraints. While the initial thought was to have a contract with an outside auditing vendor and use the service on an as needed basis, with the support of the Commission, Finance and HR can move forward with the implementation of an Internal	Completed	100%	Finance	Commission withdrew Ordinance at the October 9, 2025 meeting in favor of an direct staff to conduct a formal solicitation to obtain an independent Inspector General services as well as possible inclusion in a referendum.
25-1.15	15.City Commissioners – Through the evidence and testimony received by the Grand Jury, we learned that several Commissioners failed or chose not to read or follow up on reports that were commissioned/sanctioned regarding the city and were paid for with city funds. There needs to be a system in place to assure that each Commissioner fulfills their duty to the citizens of Key West to read and sign off that they have reviewed any reports commissioned/sanctioned regarding the city, whether or not city funds were expended on a particular report or review. In situations where the Commissioners will be called to act upon or vote on a matter, require that a certification of document review be executed by each Commissioner before the meeting/vote.	The recommendation emphasizes the critical responsibility of City Commissioners to be fully informed on matters affecting city governance, particularly those supported by reports commissioned or sanctioned by the City. While Commissioners are independently elected officials and cannot be compelled to take specific legislative actions, it is both reasonable and appropriate to establish a formal process that encourages accountability and transparency. To that end, the City can adopt a policy or procedural rule requiring that Commissioners acknowledge receipt and review of substantive reports—especially those that inform future Commission decisions. A standardized certification or acknowledgment form could be incorporated into the agenda process for items requiring Commission action. This approach preserves each Commissioner's discretion while reinforcing the public's expectation that elected officials are fully engaged and informed prior to casting votes or making policy decisions. This would need to be researched more on implementation.	Completed	100%	City Attorney	Commissioner Haskell- would be willing to sign a statement affirming reports were read in entirety.

25-1.16	16. City Attorney – The City Attorney should only be involved when there is a legal question involved. This individual should not have unlimited influence on other city employees in the execution of their duties. The City Attorney is instrumental in guiding the City Commission and Administration in the development and implementation of policies and procedures. The Grand Jury learned that the City Attorney was requiring attendance at all meetings the City Manager would conduct, be it with Commissioners, Department Heads, or employees. This led to the City Attorney being able to exercise their influence and impose their will on the individuals, preventing an open and free discussion. We would like to emphasize that the City Attorney need not attend every meeting among Commissioners, City Managers, Department Heads, and employees unless legal counsel is required and/or an agreement with all the parties for the City Attorney's presence.	The City Attorney's office recognizes and respects the importance of maintaining appropriate boundaries between legal counsel and administrative operations. The role of the City Attorney is to provide legal advice and ensure that City actions remain within the boundaries of applicable law, particularly in areas involving contracts, employment matters, land use, procurement, and ethics. It is not the City Attorney's role to manage staff or influence operational decisions outside the legal context. The presence of the City Attorney in meetings is not intended to impose control, but to ensure compliance, consistency, and legal protection for both the City and its personnel. In response to the concerns raised, the City Attorney's office with the support of Management is committed to clarifying internal protocols to ensure that the City Attorney attends meetings by request or agreement, or where legal counsel is necessary, not as a matter of routine. The City Attorney's Office supports open communication and collaborative decision-making and affirms its commitment to transparency, respect for professional boundaries, and service in a purely advisory capacity unless otherwise required.	Completed	100%	City Attorney	
25-1.17	17.City Attorney – Procurement of Legal Services. We strongly recommend that Sec 2-797(4) a be revised and change the amount the City Attorney can expend without notification to the City Manager and the Commissioners from $50,000 to $2,500:Sec. 2-797 – Exemptions (4) Exempt contractual services and commodities. Exempt contractual services and commodities not subject to the competitive procurement requirement are as follows: a. Legal services including paralegal, expert witnesses, appraisal services and court reporters. Prior to engaging legal services estimated to have a cost in excess of $50,000.00, the City Attorney shall notify the City Manager and the City Commission.	The monetary amount associated with legal exemptions should not be changed, as it reflects the necessary flexibility required to ensure timely and effective legal representation, particularly in matters that involve litigation, labor, land use, or other areas where responsiveness is critical. Legal services often require prompt engagement of outside counsel to protect the City's interests, and altering the monetary threshold could impede that ability. To enhance oversight, the City is currently pursuing an ordinance amendment that will require all outside counsel contracts to be in writing, clearly stating the defined scope of services and requiring delivery to City management for recordkeeping and administrative awareness. This measure will ensure consistency, accountability, and improved internal controls. In addition, the City Attorney's Office is prepared to implement a monthly reporting procedure as part of the City Attorney's report on the City commission meeting agenda, which will include a list of contracts and related expenditures incurred during the prior month. This regular reporting will provide the Commission and the public with greater visibility into legal spending and serve as a tool for ongoing transparency and fiscal stewardship.	Completed	100%	Finance	Ordinance 25-16 Passed to Second Reading 6/4/2025 Ordinance 25-16 Adopted 9/3/2025
25-1.18	18.Chief Building Officer – The discovery that the CBO was operating a construction company (Strykker-Avery Homes, LLC) within the City and possibly performing inspections within the City's jurisdiction, while the acting CBO, is totally abhorrent. The CBO's employment contract and job description should include the following stipulations as a condition of employment: The building official shall not perform, operate, or lend his/her license to any Private Provider inspection services within the City's jurisdiction. A. The building official shall not perform any construction contracting operations or have any association, monetary or otherwise with any construction contracting within the City's jurisdiction. B. The building official shall update all licensure information to list the City of Key West so that all notifications regarding licensure are sent to the City of Key West C. The building official shall keep current and all licensures necessary to serve as the building official and shall be subject to discipline, including suspension without pay, in the event a license becomes delinquent/inactive/disabled/suspended.	Plans reviewers and inspectors are required to 'request' outside employment approval which will be reviewed by legal and opined on by The State of Florida Commission on Ethics if required. Human Resources is working with Growth Management and the new organizational structure to include conflict of interest requirements/acknowledgements in the job description. HR will work to create administrative monitoring at the department level to monitor all licenses of employees under the DBPR as it pertains to expiration date, continuing education requirements and notifications to the City for failure to maintain a certification.	Completed	100%	Human Resources	Chief Building Official Job Description was updated to included licensure requirements and monitoring within Growth Management. Acknowledgement of Ethical Standards signed by new CBO hired this month.

25-1.19	19.Chief Building Officer – We strongly recommend that Sec. 90-301 – Enforcement Authority be revised to be consistent with Fl. Stat. 468.604: Sec. 90-301. - Enforcement authority. (a)The Chief Building Official, under the supervision of the city manager, shall administer and enforce the Florida Building Code as adopted and required by Florida Statute. The Building Official may be provided with the assistance of such other city officers and employees as the city manager may direct but in no case shall assign an unlicensed staff member to perform duties that require licensure. The Building Official shall administer the building permitting process such that all City Departments responsible for specific application reviews and/or inspections may collaborate efficiently. This shall include such departments responsible for reviewing application criteria for Fire Prevention and Life Safety, Floodplain Management, BPAS, Zoning, Land Development Regulations, Historic District Development, Utilities, Parking, Urban Forestry, Roadways and traffic. land development regulations.	Staff agrees and will update the ordinance.	Completed	100%	Growth Management	Ordinance 25-31 adopted on December 2, 2025
25-1.20	20. The City Planner – We strongly recommend that Sec. 90-301 – Enforcement Authority be revised as follows: Sec. 90-301. - Enforcement authority. (b) The City Planner, under the supervision of the City Manager, shall have the administrative responsibility to interpret the land development regulations. Such interpretations shall be in writing and accompanied by review and written consent by the city attorney	The intent of the interpretation being signed by the City Attorney is that City Planner interpretations are often appealed, and it is in the best interest of the City to have the City Planner and City Attorney in lock step. This language should not be viewed as the City Attorney having the power to City Planner interpretation, but more as two-person integrity into complex decision making. The requirement for the City Attorney's review and written consent in all interpretations of the land development regulations serves as a critical legal safeguard for the City. Land development regulations directly affect private property rights, land use entitlements, and the City's regulatory authority. Any misinterpretation or inconsistency could lead to significant legal challenges, claims of unequal treatment, or exposure to liability. The City Attorney's involvement ensures that each interpretation is not only consistent with the language and intent of the code, but also legally defensible under state law, case precedent, and constitutional protections. Additionally, the attorney's review helps maintain consistency in how the code is applied across various properties and projects, reducing the risk of arbitrary or conflicting decisions. This collaborative process between planning and legal ensures that the City's regulatory actions are both professionally sound and legally secure. Staff recommends no changes to Sec. 90-301.	Completed	100%	City Attorney, Growth Management	Ordinance 25-31 adopted on December 2, 2025
25-1.21	21. The City Code Official - We strongly recommend that Sec. 90-301 – Enforcement Authority be revised and the following subsection be added: Sec. 90-301. - Enforcement authority. (c) The City Code Official, under the supervision of the City Manager, shall enforce the City Ordinances, which include the Florida Building Code by reference and the land development regulations with the collaborative assistance of the Planning and Building staff.	Staff agrees and will update the ordinance.	Completed	100%	Growth Management	Ordinance 25-31 adopted on December 2, 2025
25-1.22	22. Establish a Citizen Advisory Committee to provide recommendations on specifically identified building permit-related matters and city proposals. This advisory board would provide input and recommendations on proposed projects, ensuring community participation and transparency in the decision-making process. The Committee would review project details, listen to public feedback, and offer suggestions in the form of a report to city officials based on what is gathered through public comment or meetings held. The ultimate decision-making still falls within the authority of the commission, however, this would allow for more citizen input than the 3-minute comment period at a commission hearing, after only 2-3 days to review the agenda item along with the data and analysis. This will provide a structural way for	Staff recommends further discussion with the City Commission.	Completed	100%	City Attorney, City Manager's Office 1, City Manager's Office 2	kendal.harden@cityofkeywest-fl.gov - Legal is looking for recommendations from Commissioner to determine what they would like this boards focus to be on and the Commissioners input if this is the direction they want to go.

25-1.23	23. TRAKiT is the current system the City uses for permitting, code and project development. We learned that there is a way the program can be set up so that a permit application can automatically be sent to all the different departments for review and approval, taking the human factor out of the process. Additionally, a Building Permit Check List by Job or Trade could be put together, as was previously done by former Historic Preservation Manager Enid Torregrosa-Silva, to provide guidance for the appropriate departments that need to review permits received.	The City is in the process of converting software from eTRAKiT through CENTRALSQUARE to GovBuilt through MCCi and frontloading the system with increased automation and less manual process. The Licensing division has already implemented the software with Building, Planning, Code Enforcement, HARC, and Urban Forestry currently training and reviewing the new software for implementation late this summer.	In Progress	50%	Growth Management	All Growth Management Division Departments have or are scheduled to undergo Department specific GovBuit MCCi demonstration. Go live will be February 2026.
25-1.24	24. In order to prevent circumvention of any necessary reviews or variance requirements, it is recommended that when a variance is denied, there be some type of 'red flag' entered in the system under the property's address. In the event another permit is applied for, the previous application and the denial can be reviewed to ensure the new application is processed appropriately.	Staff agrees with the recommendation. This will be achieved through the new GovBuilt through MCCi software and will be frontloaded by Planning and Building for Development Approval notification to include variances.	In Progress	50%	Growth Management	The system has this capability; a departmental procedure(Building and/or Planning) needs to be created so that staff know what is required of them. Restrictions are already established for properties in the Historic Architectural Review Commission (HARC) district, along with other relevant restrictions. Whenever a...
25-1.25	25.Complete an audit for all expired permits. The CBO is to create a matrix with the categories of permits that may qualify for 'Administrative Closure" with no final inspection. Permits that should not qualify for closure without a final inspection should be for minor work and not involve any life-safety impacts, i.e. nothing structural, electrical, fuel, gas, egress, change of use, or commercial.	Staff agrees with recommendation. This action can take place as soon as a permanent Chief Building Official and Building Department Manager/Deputy are hired. Tasking our contracted Building Services on this task would not be cost efficient for the City.	In Progress	10%	Growth Management	CBO is developing plan to conduct extended review.
25-1.26	26. Establish a process that notifies permit holders when a permit will expire without an approved inspection within 60 days. Upon the expiration of the permit, a code visit should be scheduled and/or the property owner contacted for them to provide the status of the work completed or notify that it has been cancelled. All of which is to be documented within TRAKiT. Establish a fee/penalty schedule for expired permits based upon the length of time the permit was expired to be assessed prior to a Certificate of Occupancy (CO) being issued.	Staff recommends adding the notification recommendation to the new software system if available. The recent amendment to s. 468.609, F.S., revises timelines and fee scheduling, including fee reductions for not reviewing in a timely manner.	In Progress	50%	Growth Management	Process will be developing in conjunction with new permitting software integration in the next 90 days.All Growth Management Division Departments have or are scheduled to undergo Department specific GovBuit MCCi demonstration. Go live will be February 2026.
25-1.27	27. Those properties/projects that fall under the jurisdiction of HARC and need to be inspected shall be inspected by a HARC inspector, unless there is a written agreement/permission by HARC (noted in the system by a HARC representative, not the CBO or building inspector) for a building inspector to complete the inspection.	Staff has completed. The HARC Inspector has been added back into the permit review process and both HARC and Building Permits have been reintegrated into a single permit. Unless approved by HARC staff, all Certificate of Appropriateness inspections will be completed by the HARC inspector.	Completed	100%	Growth Management	