



**City of Marathon City Council Agenda
9805 Overseas Hwy., Marathon, FL
Tuesday, May 13, 2025 5:30 P.M.**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of agenda and consent agenda** [Approval of Consent Agenda passes all routine items indicated by asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the Regular Agenda.]
- 5. City Council Items**
 - *A. Approval of Minutes1
 - B. Sherriff Rick Ramsay – Presentation of a Check for Unused Funds
 - *C. 45th Annual 7-Mile Bridge Run (April 11, 2026) Approval.....10
 - * D. Florida Keys Celtic Festival (January 10th & 11th, 2026) Permission To Sell Beer, Wine And Alcohol, Along With A Waiver Of Fees For Use Of Community Park
 - E.
- 6. City Manager Report**
 - * A. MCSO Marathon Substation Report11
 - * B. Grants Update15
 - * C. Building Report.....20
 - * D. Park and Recreation Report.....21
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 - * G. Code Report.....29
 - * H. Wastewater Utilities Report.....30
 - * I. Public Works Report.....34
 - J. SS4A (Safe Streets for All)
 - K. Discussion of Future Permitting Issues
 - J.
- 7. Citizens' comments on agenda items not scheduled for public hearing and items other than those appearing on the agenda** [Those who have signed in will be given the first opportunity to speak. Time is limited to 2 minutes per speaker.] **TIME CERTAIN TO 6:30 PM OR AS SOON AS POSSIBLE THEREAFTER OR AT THE CONCLUSION OF ALL COUNCIL BUSINESS; WHICHEVER OCCURS FIRST.**

8. Quasi-Judicial Public Hearings: Please be advised that the following items on the agenda are quasi-judicial in nature. If you wish to comment upon these items, please inform the Clerk by filling out the available sign-up form. An opportunity for persons to speak on the items will be made available after the applicant and staff has made their presentations on the items. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will not be considered. The general public will not be permitted to cross-examine witnesses, but the public may request the Council to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. (Councilmember’s to communicate ex parte communication.)

A. Resolution 2025-37, Consideration Of A Request By Marathon LLC For An Amendment To A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Conditional Use Permits”, Authorizing The Development Of A Climate Controlled Storage Facility and Twenty-four (24) Single Family Residential Units Consisting Of Five (5) Parcels Located At 765 107th Street Ocean; Which Is Legally Described As Township 66 Range 33 Key Vaccas Part Government Lot 1 and Part Government Lot 2 Part Parcel 3 And Adjacent Bay Bottom South Of And Adjacent Part Government Lot 1 and Lots 1, 2, 3, & 4 Of Seaglass Flats A Plat Of Lands Located In A Part Of Government Lot 1 Section 6 Township 66S Range 33E On Key Vaca City Of Marathon As Recorded In Plat Book and Page 7-97, Monroe County, Florida, Having Real Estate Numbers 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400. Nearest Mile Marker 53..... 39

B. Resolution 2025-38, Consideration Of A Request For An Annulment Of A Plat, For Marathon LLC, Pursuant To Chapter 102, Article 10 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Subdivision Of Land/Plats And Replats” For The Abandonment Of Seaglass Flats Subdivision; A Plat Of Lands Located In A Part Of Government Lot 1 Section 6 Township 66S Range 33E On Key Vaca City Of Marathon As Recorded In Plat Book and Page 7-97, Monroe County, Florida, Having Real Estate Numbers 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400. Nearest Mile Marker 53.....65

9. Ordinances for Second Public Hearing and Enactment

A. Ordinance 2025-02, Amending Chapter 18, Article 3 (“Abatement Of Criminal Nuisances”) By Deleting Sections 18-186, 18-187, 18-888, 18-189, And 18-190; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.....67

10. Ordinances for First Public Hearing

A. Ordinance 2025-03, Amending Chapter 15 Fire Prevention Article 1 In General, Amending Section 15-6 Entitled Chickees And Tikis, Amending Section 15-7 Entitled Penalty, Amending Sections 15-8 Through 15-26 Entitled Reserved; Of The City Of Marathon Code Of Ordinances; Amending Chapter 110 Definitions Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.....77

B. Ordinance 2025-04, Amending Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms Or More)” As Defined Therein; Amending Chapter 110 Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions;

11. **Resolutions For Adoption**

***A. Resolution 2025-39,** Approval Of The Turf And Landscape Maintenance Agreement With FDOT For The Maintenance Of The US 1 Corridor Within The City Of Marathon; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.....101

***B. Resolution 2025-40,** Awarding Project Specific Agreement for Area 5 WWTP MBR Tank Expansion to Weiler Engineering Corporation.; Approving A Not To Exceed Amount Of \$171,330.00; Authorizing The City Manager To Execute The Contract And Expend Appropriated Funds On Behalf Of The City; And Providing For An Effective Date. This Work May Qualify For Reimbursement Through A Grant.....119

***C. Resolution 2025-41,** Awarding Project Specific Agreement for Area 3 WWTP Vacuum Tank Replacement to Weiler Engineering Corporation.; Approving A Not To Exceed Amount Of \$123,757.50; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This Work May Qualify For Reimbursement Through A Grant.....138

***D. Resolution 2025-42** Authorizing and Approving A Contract For The Construction Of Phase 1 Force Main For The Deep Injection Well Project to DBE Utility Services In An Amount Not To Exceed \$5,321,846.32; Authorizing The City Manager To Execute The Contract And Appropriate Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.....157

***E. Resolution 2025-43,** Approving a Grant Agreement between the City of Marathon and the Florida Department of Transportation in the amount of \$250,000.00 For Creation of a Bicycle and Pedestrian Master Plan; Appropriating Funds; And Providing For An Effective Date..... 177

***F. Resolution 2025-44** Approval Of A Second Amendment To The Existing Contract For Emergency Debris Removal Monitoring Services With Tetra Tech, Inc.; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.....212

***G. Resolution 2025-45** Approving A Work Directive Change With Charley Toppino and Sons For The Marathon Sombrero Blvd Drainage Improvements Project In The Amount Of \$46,074.33; Authorizing The City Manager To Sign The Work Directive Change And To Expend Appropriated Funds; And Providing An Effective Date.....218

H. Resolution 2025-46, Approving A Contract With Safe Boat In An Amount Of \$476,557.07; Authorizing The Expenditure Of An Additional Amount Of Up To \$125,000 Above The Original Budgeted Amount Of \$375,000; Authorizing The City Manager To Execute The Agreement, And Expend Budgeted Funds; And Providing For An Effective Date.....245

I. Resolution 2025-47, Approving a Design Build Contract with Platform Group, LLC via a Piggy-Back Contract with the City of Ocala for the Construction of A New Skate Park and Associated Improvements in the Amount Not To Exceed \$1,265,800.00; Authorizing The City Manager To Execute A Contract And Expend and Appropriate Funds; And Providing For An Effective Date....259

J. Resolution 2025-48, Authorizing The Issuance Of A Revolving Line Of Credit Note, Series 2025 In The Principal Amount Of Not To Be Outstanding In Excess Of \$10,000,000 To Finance The Project; Authorizing And Delegating To The Mayor The Sale Of The Note To The Lender Pursuant To The Terms And Conditions Of A Revolving Credit Agreement With The Lender; Approving The Execution And Delivery Of Said Revolving Credit Agreement; Providing Certain Other Matters In Connection With The Issuance Of The Note; And Providing An Effective Date.....263

***K. Resolution 2025-49** Authorizing A Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of SCADA computer/software On-Going Maintenance, In An Amount Not To Exceed \$35,000.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.....281

12. Council comments

13. Adjournment

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based. ADA Assistance: Anyone needing special assistance at the City Council hearing due to disability should contact the City of Marathon City Attorney at (305) 289-4130 at least five days prior thereto. Please contact the City Clerk at clavird@ci.marathon.fl.us if you would like to receive any of the items on the agenda by email.

CALL TO ORDER - A Special Call Meeting of the City Council of Marathon, Florida was held on March 31, 2025, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Del Gaizo

Councilmember Matlock

Councilmember Still

Vice Mayor Smith

Mayor Landry, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

City Attorney, Steve Williams

Deputy City Manager, Brian Bradley

MCSO Captain Derek Paul

Approval Of Agenda and Consent Agenda

MOTION: Smith moved to approve the agenda.

SECOND: Still

With no objection from the members of the Council, Mayor Landry declared the agenda approved by unanimous consent.

Discussion regarding whether the City should continue in its part of the adopted Municipal Service Taxing Unit (MSTU) known as the “Middle Keys Health Care Municipal Services Taxing Unit” (City Code of Ordinances, Chapter 28, Article 1)

Drew Grossman, CEO for Baptist Hospital spoke about the services the hospital offered and spoke about the difficulties in recruitment and retaining specialty health services.

City of Marathon
City Council Action Minutes
March 31, 5:30 pm City Council Special Call Meeting Minutes

Pattie Bolland presented financial information and explained there were 12,865 patient cases since 2020 at a cost of 14.2 million and the hospital was reimbursed 13.5 million and \$728,409 is still on the books as accounts receivable. There is 1.5 million left to get to the maximum. For the income, Bolland reported that as of FY2017, operations were at 25.4 million, 13.4 million for the hospital and 38.9 million from operations, lost 12.3 million and capital investments at 59 million for a net total not recouped 31 million net investment.

The Mayor Called for speakers.

Richard Moretti – spoke for the MSTU

Janice Roehl Anderson – spoke for the MSTU

Mary Stella – spoke against the MSTU, she was previously for it, but we have met our goals.

Mike Leonard spoke for the MSTU and stated the hospital was an ethical organization.

Jim Rifkin spoke for the MSTU and explained that 60 million cannot be funded through the MSTU and will have to be bonded.

Alexander Palma – spoke against the MSTU, as it was supposed to be annually reviewed.

Pat Biagi questioned that the hospital was still not profitable and how long before they are paid off. Biagi commented that we do not have doctors, and a lot are traveling doctors and nurses, and the costs for testing are awful.

Diane Scott spoke against the tax and asked the Council to choose option 1.

Andrew George – spoke against the additional tax and commented that we do not have a general practitioner on staff, in 2019 Fisherman's promised to be a full-service hospital; there are no pediatric or woman's care offered. George commented his girlfriend had to go to Key West Hospital by ambulance and they put her on the one not covered by her insurance.

George Neugent spoke in support of the hospital, saying it was an asset and costs households less than \$100 a year for services.

Dion Watson – commented that they were initially in support of the hospital, however they cannot do tests there or have a doctor there, they send everyone to Miami. In Marathon it costs \$3,500 for an MRI and in Homestead, it is less than \$1,000. We have a MASH unit, the second you walk through the door, they want payment.

Jane Packard spoke in support of the hospital and thanked the Council and the Hospital and stated it was about honoring a commitment.

Debra Struyf – spoke against the tax and commented that the hospital also has a commitment to the community to have doctors.

Matlock commented that the hospital was not meeting their end of the deal and wished his experience were better. Matlock commented that no one would speak with him about his issues until he was on the Council. Matlock commented that the hospital was far in the black and he hears horror stories, and we are building more and staffing less. We were to review this every year to see if we wanted to continue.

Stil commented that there were some very valid points made but at the end of the day we are still in the middle of the agreement. It would be wonderful to be fully staffed.

Del Gaizo thanked the hospital and the community for stepping up to the plate, it is the principal and the community has spoken.

Smith commented that he spoke with many community members, and they recognize the value in having a hospital. Baptist accelerated the timeline and built the hospital; we have to honor our commitment, but he was not in favor of overfunding and Key Colony made the same recommendation in continuing the MSTU to satisfy but not exceed the remaining commitment.

Landry commented that we did not go to a hospital to see a doctor since he could remember. Landry explained his mother-in-law has been battling a disease for twenty years and the hospital stabilized her, and trauma star took her to Jackson which saved her life, we are very lucky to have our hospital. Landry commented that both he and Matlock campaigned on either side of this, and we were both elected.

Matlock explained Fisherman's is a critical care hospital, not a full-service hospital and we are spending other people's money. Matlock also mentioned that we were promised a full-service hospital, and he has had five phone calls, three text messages and 18 email messages that were all against the tax and not one for the tax.

Landry commented that he has had to search people out and someone who has four different types of cancer wants the hospital.

Matlock explained the hospital will not go away; they will be here regardless of the MSTU tax.

DelGaizo questioned why we do not have care for women? Drew Grossman responded that they could not find anyone to hire that wanted to live in the Keys.

Option 1. Resolution 2025-32, A Resolution Of The City Council Of The City Of Marathon, Florida Directing Staff To Draft And Advertise An Ordinance Withdrawing From And The Abandoning Its Inclusion In The Middle Keys Health Care Municipal Taxing Unit (Chapter 28, Article 1, Section 28-3 Of The City's Code Of Ordinances) For Review At The Next Possible City Council Meeting; And Providing For An Effective Date

Option 2. Resolution 2035-33, A Resolution Of The City Council Of The City Of Marathon, Florida Indicating To The Monroe County Board Of County Commissioners (BOCC) Its Intent To Continue Participation In The Middle Keys Health Care Municipal Service Taxing Unit (MSTU) ONLY If The Current Millage Rate Is Reset By The BOCC At A Level That Will Generate The Necessary Revenue To Satisfy, But Not Exceed, The Remaining Financial Commitment Under The MSTU Agreement (\$15 Million); And Providing That The Final Millage Rate Shall Be Determined Based On The Assessed Property Values Provided By The Property Appraiser's Office In July 2025; And Providing For The Transmittal Of This Resolution To Appropriate Members Of Monroe County Staff, And Providing For An Effective Date.

MOTION: Smith moved to approve Resolution 2025-33

SECOND: Still

Vote of the Motion:

Yes: Smith, Still, Landry
No: Matlock, DelGaizo
Absent: None
Abstain: None

Vote on the Motion: 3 Yes, 2 No, 0 Absent, 0 Abstain

ADJOURNMENT

With no further business to come before the Council, Mayor Landry adjourned the meeting at 6:24 pm with unanimous consent.

I certify the above represents an accurate summary of the Special Call City Council meeting of March 31, 2025.

Diane Clavier, City Clerk

Date

CALL TO ORDER - A Town Hall Workshop of the City Council of Marathon, Florida was held on April 22, 2025, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Del Gaizo

Councilmember Matlock

Councilmember Still, attending via Zoom

Vice Mayor Smith

Mayor Landry, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

City Attorney, Steve Williams

Deputy City Manager, Brian Bradley

Planning Director, Brian Shea

Finance Director, Jennifer Johnson

Deputy Utilities Director, Libby Soldano

Fire Chief James Muro

Code Director, Ted Lozier

Grants Coordinator, Maria Covelli

Park and Recreation Director, Scott Williamson

MCSO Captain Derek Paul

MOTION: Smith moved to allow Councilmember Still to attend via Zoom

SECOND: Matlock

With no objection from the members of the Council, Mayor Landry declared the motion approved by unanimous consent.

Non-Profit Funding Request Presentations

Heart of the Keys Rec Association/Marathon Rec Center – Diane Culver thanked the Council for their support and gave an overview of what the funds are needed for.

Special Olympics Florida – Ruth Coleman gave a background on the program expansion and goals and introduced Lilian who explained how the funding helps them implement youth inclusiveness and Cindy who was an athlete in the special Olympics .

Autism Society of the Keys – Jill Campbell explained one in thirty-one children are diagnosed every year and explained how the funding is used, for example sensory boxes, etc.

Marathon Yacht Club Educational Foundation – Carol Shaddock with Mid Keys Sailing explained the funds would be used to teach children how to sail, about the environment, they have a summer camp and need a metal boat rack.

Crane Point – Charlotte Quinn explained last year 54 children were able to go to camp because of the funding provided.

Habitat for Humanity of the Middle Keys- Chris Todd Young explained the costs to build have gone up as well as insurance and funds are also needed to help with first last and security payments. Todd-Young explained an ADA elevator was purchased last year with the funding provided by the City.

The Salvation Army – Loretta Geotis explained what the funding would be used for, such as rental assistance and utility disconnects

United Way of Colier and the Keys – Loretta Geotis explained the volunteer tax preparation program and explained funding would be used for recruiting volunteers to prepare tax returns as well as IRS training.

Marathon Wild Bird Center – Kelly Grinter explained funding was needed to feed the birds; last year \$15,000 was used to purchase fish to feed the 798 patients last year. Grinter also informed the Council her water bill was \$1,000 a month.

Keys AHEC Health Centers – Michael Cunningham provided a video regarding dental care for children.

Conch Republic Marine Army – Board member Brian Thieliicke explained 275 tons of garbage was taken out of the Keys as of March 31st. Thieliicke also mentioned that they do take kids and adults out if they help clean up.

Zonta Club of Marathon – Patricia Biasi explained funds were needed to help pay for medical co-pays, eye exams and glasses, transportation costs, food for Marathon High School children food bank and scholarships.

Grace Jones Community Center – John Hunt explained the daycare food program and funds needed to purchase breakfast, lunch, a snack and to purchase food for the backpack program so the children have food for the weekend.

Womankind Marathon – Callie Robers explained that Womankind provides family planning services and gynecological prenatal care with staffing being the biggest expense.

Education Coalition for Monroe County – Patricia Biagi read a statement from the Belotti's explaining how funds would be used to support needs of students such as sports equipment, toiletries, food, and clothing.

Keys Area Interdenominational Resources (KAIR) – Marge Roberts explained that KAIR assists locals over obstacles by providing funds for medical care, car repairs, utilities, food, and rent. Last year KAIR helped 112 families with rent and 69 families with utility bills and 600,000 pounds of food was distributed.

Independence Cay – Marge Roberts explained Independence Cay offers transitional housing for up to 18 men and operates a soup kitchen and offers showers and laundry.

Domestic Abuse Shelter – Sherri Swab explained the Domestic Abuse shelter was the only certified abuse shelter in the County. After Irma, the cost estimates to build a new shelter was over eight million, so a five-bedroom home was purchased instead. Any funding received would help with renovations for the home.

Marathon Premier Sailfish Tournament – Mark Busch provided a video and commented that funds would help to build inclusion events.

Sea Camp Marine Science Education – Judy Gregoire explained the camp and education they provide to children.

Florida Keys Watercolor Society – explained funding would help promote water base painting and scholarships, outreach program of eight new events and advertising.

St. Columba Episcopal Church/Hammock House – Rev. McConaughy explained free childcare and afterschool care as well as a summer camp with breakfast, lunch and snacks are provided with funding.

Presents in Paradise – Coby Taylor explained that funding helps 800 children keys wide and 530 in Marathon to have Christmas presents.

FIRM – Mel Montagne explained the work FIRM does to help with insurance rates and that carve outs have been made for residents for Habitat for Humanity.

Good Health Clinic – Kate Banic explained this was the first time asking for funding for their free clinic open since 2018 in Marathon one day a week.

Marathon Community Theatre – Lisa Campenelli explained funding was needed to expand the children's art program and scholarships.

Pay It Forward/Marathon Memorial Foundation – Wendy Bonilla explained she was able to provide \$36,000 in scholarships last year.

Literacy Volunteers – Mary Casanova explained funding would go towards materials such as paper, paper, etc. and training volunteers.

Marathon Coop Preschool – Brandi Jordan explained they have 74 children enrolled and 47 are subsidized. The Coop provides afterschool care, field trips, transportation, water bottle station, ping pong, basketball, and art supplies. Funding is needed for pallets of mulch to cover the holes from iguanas, tarps for shade and misting fans.

Kreative Kids – Maria Vaillant explained funding would fix the fencing damaged by the iguanas, equipment, and staff.

Key Colony Beach Association - Rich Vieth explained they have an open application process to request donations at www.kcbca.org to request donations and the cut off is April 30th.

The Mayor called a recess at 7:06 and brought the town hall discussion back to order at 7:15.

Town Hall discussion – Bring Your Concerns with Proposed Solutions (Landry)

Diane Scott – asked the Council to put the bus stop back where it was and to make it nice. Scott also asked the Council to have the sheriff investigate her complaints.

Brian Shea read a press release regarding the bus stop improvement plan where Monroe County is asking for the public's input on the development of their Bus Stop Improvement Plan (BSIP) via a survey monroecountybsip.com

Gisselle Van Der Waal – spoke regarding her concerns of the health and safety of the dogs that use the dog park and commented that she thought the irrigation system was not properly working and suggested installing a backup hose.

Maria Covelli informed everyone she submitted a grant application to put in a shade structure and artificial turf. Covelli commented that the irrigation does work. Van Der Waal commented that irrigation is only using four zones out of the six and there is an invasive species in the lawn.

Landry asked for additional speakers.

Landry informed everyone that the City has sixteen months of reserves and is in good shape financially.

Diane Culver – commented that after hearing the non-profit presentations, she just wanted to point out that many of the programs are reactive and it starts with the children, and our community has done amazing things.

Bettye Chaplin – explained her appreciation knowing there is a surplus, there are many wealthy people in our community, some people need to knock on doors, they do not need the funds from the City, things can get out of hand. Chaplin also stated we have a great Sheriff's office.

Landry gave a shout out to Alex Richart who ran the Boston Marathon to raise money for cancer and reminded everyone of the Marathon Dolphins baseball game this Monday at 7 pm.

ADJOURNMENT

With no further business to come before the Council, Mayor Landry adjourned the meeting at 7:35pm with unanimous consent.

I certify the above represents an accurate summary of the City Council Town Hall Workshop of April 22, 2025.

Diane Clavier, City Clerk

Date



Marathon Runners Club, Inc

P.O. Box 500110
Marathon, FL 33050

April 7, 2025

ATTN: Diane Clavier
clavierd@ci.marathon.fl.us
305-743-0033

City of Marathon Mayor and Commissioners
Marathon, FL 33050

Re: 45th Annual 7-Mile Bridge Run

Dear Mayor and Council Members,

The Marathon Runners Club respectfully requests to be added to the agenda for the next scheduled meeting. We are requesting approval for the running of the 45th Annual 7-Mile Bridge Run for Saturday, April 11, 2026, from 6:00 A.M. to 9:00 A.M. We are very proud to say that our local youth have benefitted from proceeds from the 7-Mile Bridge Run since it began in 1982. We appreciate the overwhelming response we receive from our annual event and thankful to participants, sponsors, volunteers and the continued support of our community.

We will be acquiring all the necessary permits, insurances and certificates which will be provided to you upon request at the completion of receipt.

We are anxious to hear from you following the outcome of your next meeting so we can proceed with planning next year's running event. Please acknowledge the approval of the 45th Annual 7-Mile Bridge Run by the City Council by email to gsayer@mykcs.com. Please send me the confirmation and the link of the approval/minutes which would make it easier to printout so we can present it to the DOT and other entities that require it.

Thank you, Mayor and Commissioners, in advance, for your time, consideration and continued support for this fine local event to benefit our local youth.

Sincerely,
Ginger Sayer, Event Director
gsayer@mykcs.com



MONROE COUNTY SHERIFF'S OFFICE

RICHARD A. RAMSAY, SHERIFF

March 25th, 2025

Marathon City Council

Re: Monroe County Sheriff's Office City of
Marathon
Monthly Report: March 2025

Dear Council:

Enclosed is the District 4/5 March Monthly Report. This month activity has increased in several categories including Calls for

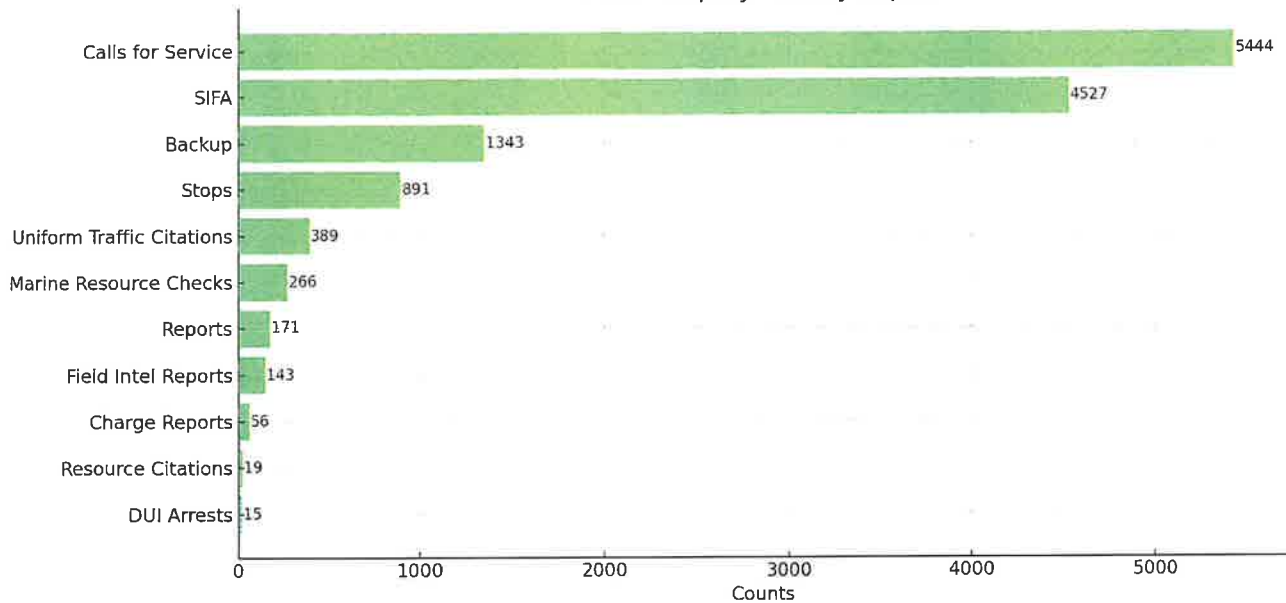
The district conducted 891 traffic stops issuing 389 traffic citations. DUI arrests increased from last month with a total of 15. In total the district completed 143 Field Intel Reports. Additional, the district continued it's commitment to community involvement through events and clean-up efforts.

Detectives ended the month with a 27% clearance rate. The unit investigated multiple complex fraud and theft cases, including a real estate fraud involving a fictitious property sale in which over \$185,000 was wired. Investigative efforts resulted in the recovery of over \$130,000 with additional funds pending seizure through search warrants. Another case involving an altered check to the arrest of a suspect on multiple felony charges including fraud, grand theft, and identity theft. An arrest warrant was also obtained in a contractor fraud case involving a \$16,000 payment for unfulfilled marine construction work.

There were no major incidents reported in the district this month. Deputies have remained proactive in addressing community concerns adhering to the Sheriff's philosophy of community involvement and ensuring cleaner, safer streets. Efforts in school zones and traffic enforcement have been sustained, further supporting our goal of enhancing public safety and maintaining community trust.



March Deputy Activity Report



Crime/Arrest Report:

MCSO25OFF001860— A traffic stop was conducted on a truck with a hazardous fender that was about to come lose. During the stop, she found the juvenile driver and registered owner of vehicle to have a suspended FLDL for non-compliance school attendance, along with a seizure of 25.5 grams of FTP marijuana, (2) FTP THC resin/oil vapes, a small container of FTP concentrated THC wax, and multiple nicotine vapes. Juvenile was charged with all narcotics and paraphernalia, and released to parents after processing (4) felony charges and (1) misdemeanor at KWJ.

MCSO25OFF001956 - Deputies investigated a time-delayed petit theft case, efficiently and successfully identifying the suspect through surveillance footage and utilizing CAD call history of prior MCSO encounters resulting in a warrant.

MCSO25OFF001 Marioli Rodriguez was placed in custody for Fraud – Hire a Vehicle with Intent to Defraud, after hiring a taxicab to transport her from Key West to Faro Blanco Resort in Marathon, then unable to pay for the fare of \$350.00.

MCSO25OFF002142: Burglary/Petit Theft— 5 juveniles went onto Lions Lair Travel Park in Grassy Key one took oats out of the back of a golf cart and others took bait out of several live bait containers. Possible warrant in progress, Investigation ongoing.

MCSO25OFF001700- Traffic stop/ Narcotics investigation- Paul Edwin Hopt DOB: 12/05/1967 was charged of possession of 3.3g meth and paraphernalia.

MCSO25OFF001689: Resource Check— Tom's Harbor Channel. - Jacob Vesche illegally Harvested an angelfish without a Restricted species license. Jacob was issued a criminal citation.

MCSO25OFF001521: Vessel stop— Sombrero beach - John Bradley Forsyth was found in possession of 3 undersized lobster and was issued a criminal citation.

Training:



Deputies attending a Tactical Medical Service Training



Felony Traffic Stop Training

Community Involvement:



Career Day at Marathon High School



Detective Aguanno and his Trainee Deputy Padron, Assisted Mosquito Control in cleaning up an abandoned camp site.



Great Turnout at the Seafood Festival



Meeting with residents of Boot Key.



Always willing to help.



Covering up Graffiti on a vacant home.



loose dog relocated with owners.



Supporting the 'MHS Champions for Change' fundraising.



Great pro-active policing.



Deputy Guidarinu stayed busy with multiple resource checks.



Helping out at the St. Columbia Episcopal Church.

Personnel and Budget:

No budget concerns to report.

Respectfully,

Lieutenant David Fernandez
Station Commander
Monroe County Sheriff's Office

**MEMORANDUM
Grants Department**



MEETING DATE: May 13, 2025
TO: Honorable Mayor and City Councilmembers
FROM: Maria Covelli, Grants Coordinator
THROUGH: George Garrett, City Manager
SUBJECT: **Grants Report**

The Grants Department provides an update to the City Council monthly.

The following is provided as an update for Grant Department activities as of the date of submission.

**Amounts in (\$\$) are grant amounts, not necessarily project totals.*

ACTIVE GRANTS STATUS – Received since last meeting - Updates

WWTP Work - CDBG-MIT Infrastructure Unmet Needs – Florida Commerce (formerly DEO) (\$6,259,423.00)

- Requested funding increase for the flood wall to cover the cost of inflated materials.
- Mobilization and active construction began on Power Conditioning & Surge Protection project – construction at 89%.
- Vacuum System Monitoring & Pump Upgrades are at 70% design, bid docs in process of being created.
- Flood Wall project has been value engineered, and we have submitted a request for grant increase to FL Commerce to help cover the additional cost
 - Received Resilient FL funding for flood wall project.

Hazard Mitigation Grant Generators – DEM (\$370,260.75) – completion date 03/31/2025

- Completed, waiting on proof of payment to submit for reimbursement.
- Received project deadline extension from DEM to 3/31/2025
- Fire Station Generator has been installed
 - They are currently working to replace pump needed for fuel lines
- Received **budget increase** of grant award to \$370,260.75 to cover the unexpected rising cost of the project (an increase of \$240,801.19)
- Marina Unit installation complete.
- Permits Issued

FCT Parks and Open Space (2018 grant program) – (1,488,000)

- Salty's/7 Mile Marina
 - Submitted Management Plan for FCT review
 - Received comments back from FCT to update review and resubmit
 - Submitted due diligence documents as required by FCT.
- FCT Required appraisals complete; Submitted to FCT
- Environmental Assessment Phase I completed.
- Put out request for quotes for Tier II EA as required by FCT
- PW Preparing RFQ for project services.

City Council May 2025
Submitted 04/30/2025
Grants Update
Page 1 of 5

TDC FY25 Bricks and Mortar – Capital

- Information and Security Station at Sombrero Beach (\$150,000)
 - Coordinating with TDC for extension to FY26 for completion
 - On DAC III agenda for April
 - Meeting with engineer to layout project
 - Project is in early design stages
- Reconstruct Finger Piers and Electronic Sign at 7-Mile Marina (\$502,700)
 - Coordinating with TDC for extension to FY26 for completion
 - On DAC III agenda for April
 - Project planning in process

FDOT Transportation Alternatives – Bicycle and Pedestrian Master Plan \$250,000 FY25 grant

- Waiting for grant agreement from FDOT
 - Grant contract in process
- Bicycle and Pedestrian Master Plan
 - Presented project at FDOT Dist. meeting.

TDC FY 2023 Capital Funding

- Quay restroom project (\$245,000) – completion date by 9/30/2025
 - Project Completed – wtg on proof of payment to submit for reimbursement
 - Walk thru completed / Punch list to be completed as noted
 - **Construction has begun!!!!**
 - Awarded to Pedro Falcon
 - Received grant extension to 09/30/2025
 - Schematics are completed.
 - In process of finalizing costs for approval
- Beach Raking and Maintenance (Coco Plum & Sombrero) (\$203,050) – completion date 9/30/2025
 - Received fully executed agreement.
 - Work underway.

FDOT Transportation Alternatives Program – Aviation Lighting and Sombrero Rd MIT (FY 27-28)

- Waiting on grant agreements from FDOT
- Received breakout from FDOT timeline/budget: Design 2026; Construction 2028
- Awaiting grant agreements from FDOT
 - Aviation Blvd Lighting (\$1,000,000)
 - Mitigate Sombrero Beach Rd sidewalk flooding at curve (\$333,288)

FDEM – Hazard Mitigation Grant Watershed Master Plan – (\$187,068.75 of \$249,425 project – balance (match) coming from \$240,000 Coastal Resilience Grant)

- Data gathering in process
- Grant signed over to Monroe County for administration.
- As approved at April 2024 meeting, the City is assigning this grant to the County for management.
 - Will ensure continuity of data with the County and other municipalities.

FDEP Coastal Resilience Grant Vulnerability Plan (\$240,000)

- Data gathering in process
- WSP presented information at April's Council Workshop
- Grant signed over to Monroe County for administration.
- To create a citywide vulnerability assessment for sea level rise
- Because we are using this grant as a match for the Watershed Master Plan grant, the State requires us to sign this grant over to the County for administration as well.

DOT Safer Streets 4 All Grant Program – (\$240,000)

- Contractor has started collecting data and doing surveys
- Create a Complete Streets Program.
 - Received fully executed grant agreement
 - Project out for bid
 - Received bids - Stantec awarded – working on contract
 - Completed and submitted FHWA Required Checklist

Tourist Development Council FY24 Capital Improvement DAC III Round 3 Events Tiki at Oceanfront Park (\$201,495)

- Events Tiki at Oceanfront Park
 - Complete with the exception of the signage and reimbursement
 - Pavers have started
 - Tiki is being erected
 - Received fully executed agreement from TDC
 - PW getting bid package ready to go out

House/Senate Appropriations Project Funding Request (\$150,000)

- Fire/Rescue is checking out different boats.
- Purchase of Rescue Boat with Fire Capabilities

HMGP (FEMA) (\$48,984.88 award amt)

- Raise 92nd Street Phase I – Design and Engineering
 - Received grant contract, under internal review
 - Received grant for design and engineering
 - Awaiting the grant contract

RECEIVED - FDOT Beautification Grant – (\$112,000)

- Had kickoff meeting with FDOT
- Design underway
- Plant along the Overseas Heritage Trail along airport
- Met with Landscape Architect to walk the project

RECEIVED _ FY30 Department of Transportation – Transportation Alternatives Program – Funding Cycle 2030

- Complete Coco Plum Multi-Use Trail and add Lighting (\$1M)
 - Wtg on Grant Documents
- Lighting for Existing Coco Plum Multi-Use Trail (\$1M)
 - Wtg on Grant Documents

RECEIVING - FDEP Resilient Florida (25/26) – Sombrero Blvd Drainage Improvements (\$1,207,685)

- Scheduled in Statewide Plan for Year 1
- Wtg on Grant Contract

RECEIVING - FDEP Resilient Florida (25/26) – Area 6 WWTP Flood Wall (\$1,749,812)

- Scheduled in Statewide Plan for Year 2
- Wtg on Grant Contract

RECEIVING - FDEP Resilient Florida – 92nd Street Improvements (\$567,500)

- Scheduled in Statewide Plan for Year 3
- Wtg on Grant Contract

GRANT APPLICATIONS SUBMITTED - Submitted since last meeting – Updates

Tourist Development Council FY26 Capital Improvement Projects Submitted 4/22/2025

- Upgrades to Oceanfront Dog Park (\$120,000)
- Sombrero Beach Renourishment (\$500,000)
- Multi-Year Beach Cleaning Grant (\$589,000)
- Concession Stand/Restroom Comm Park East Side (\$450,000)
- Rebranding (repainting) at Community Park – Pavilion, Tower, Restroom Bldg, and Office Bldg (\$40,000 under two projects)

Resilient Florida – multiple applications – submitted 8/30/2024

- Raise 92nd Street (\$567,500) – on the HMGP – **see above**
- Marina Seawall Replacement (\$1,855,000)
- Area 6 Floodwall (\$1,748,812) – **see above**

Florida Keys Stewardship Grant

- Deep Well project

FL Recreation Development Assist Program 24/25 (FRDAP) - two applications – submitted 9/24/2024

- Raise Jessie Hobbs to Mitigate for flooding (\$200,000)
- Install Pickleball Courts at Oceanfront Park (\$108,746)

Under Evaluation - Hazard Mitigation Grant Program for Ian (\$800,000) – Submitted 8/29/2023

- RECEIVED FUNDING FOR PHASE I – DESIGN AND ENGINEERING
- Raising 92nd Street – **(\$800,000)**
- Submitted additional historical data for flooding at this location
- FDEM Engineering has approved budget
 - Next step is to send to FEMA for review (expected to be to FEMA by 12/1/24)
- Provided State requested additional pre-award documentation and information

Assistance to Firefighters – Submitted 12/13/2024 (\$126,000)

- **Expected to start announcing awards in July 2025**
- 30 new radios and accessories

HMGP – Watershed Planning Program – Update Stormwater Master Plan (\$270k)

- Submitted 1/31/2025

Boating Improvement Funds – Channel Signage at 7 Mile Marina (\$40k) – Submitted 3/20/25

- Channel Markers and Buoys for 7-Mile Marina Channels

GRANT APPLICATIONS IN PROCESS - New since last meeting

Hurricane Loss Mitigation Program (HLMP) – Raise Jessie Hobbs Flooding Mitigation

- Received application guidance and link
- Letter of Intent Submitted 1/29/2025

Tourist Development Council Capital Projects – Due April 22, 2025

- Beach Renourishment – Sombrero Beach (\$500k)
- Beach Maintenance (3 year contract)
- Pickleball Courts at Oceanfront (appx \$300k for 4 courts)
- Upgrades to Oceanfront Dog Area (TBD)
- New Backboards for Community Park Basketball Courts (under \$19,999)

CDBG Small Cities Grant – Raise Jessie Hobbs Flooding Mitigation

- Received information to apply – due May 2nd.
- Requested application and information

Florida Recreational Trails Program – next cycle TBA (usually 1st part of year)

- Grassy Key Birding Boardwalk Trail Construction (when planning is complete)
- 7 Mile Corridor

FDOT Transportation Alternatives – opening TBA

- Sidewalk and Lighting on Sombrero Blvd

SAFER Grant – \$TBD – Opening TBD (generally sometime in March)

- Met with MFR to discuss data needed for grant app when it opens.
- Currently reviewing last year's app and updating information.
- Additional Personnel Marathon Fire Rescue
 - Submitting costs for (9) personnel for (3) years.

COMPLETED GRANTS - New since last meeting - Updates

GRANTS NOT RECEIVED New since last meeting

CANCELLED GRANTS New since last meeting

APRIL '25 BREAKDOWN

PERMITS READY FOR PAYMENT: 148 / \$708,214

AVERAGE TURN FOR MONTH: 11 days

ACTIVE PERMITS: 1242

CO'S ISSUED MONTH: 11 Residential

REPLACEMENTS: 4

BPAS: 2

AFFORDABLE/EARLY EVAC BPAS: 5

TBR HOMES: 0

REQ'S FOR PRIVATE PROVIDER: 47

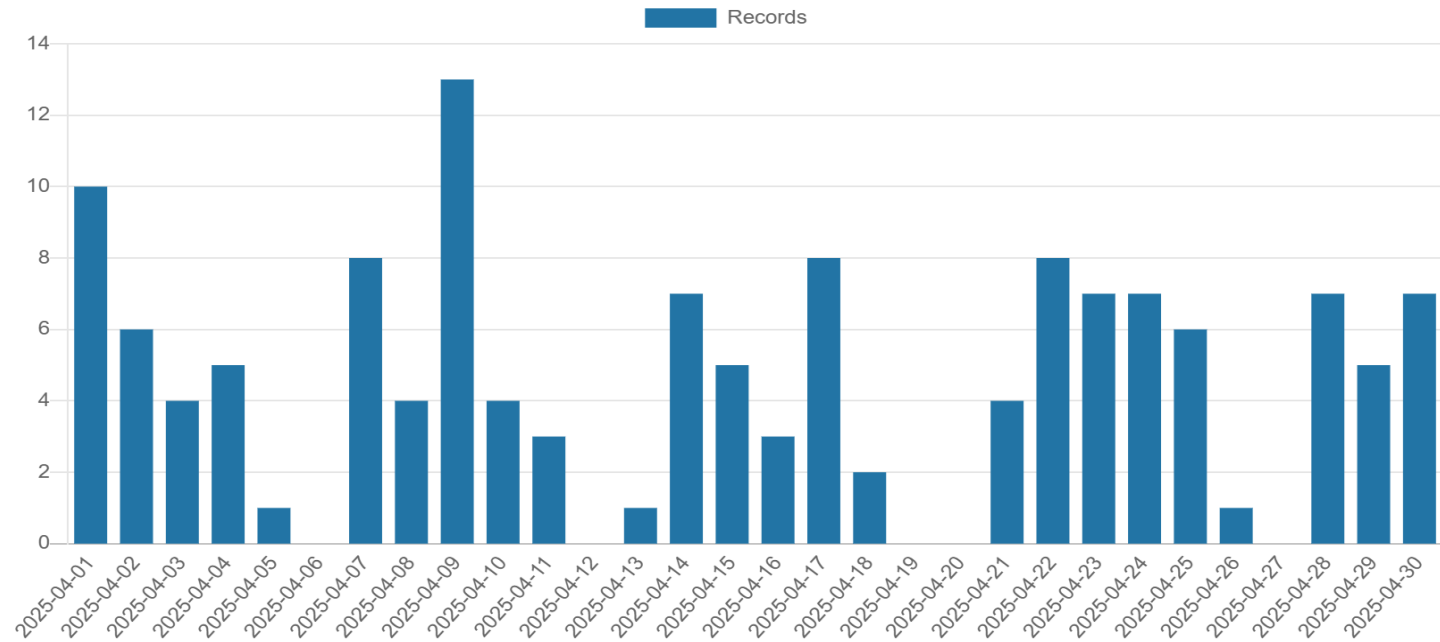
PERMITS SUBMITTED THIS MONTH: 119

PERMITS ISSUED THIS MONTH: 127

REVISIONS ISSUED THIS MONTH: 2

CONTRACTOR REGISTRATIONS: 17

Records submitted over time



Totals



136

Records Created



856

Inspections Done



\$166,259.51

Revenue Collected



129

Permits Issued

Memorandum

Date: April 30, 2024

To: Honorable Mayor and City Council

From: Scott Williamson, Parks and Recreation Director

Through: George Garrett, City Manager

Subject: Parks and Recreation Monthly Report

April 2024

Parks and Recreation Report

PROGRAMS

- Pickleball is still popular each day for open play at Community Park from 9am-1pm. Average of 15-20 per play on the courts
- Fitness and Exercise class each Monday/Wednesday/Friday morning is still going strong at an average of anywhere from 18-30 people
- Home School PE each Thursday at 1pm had an average of 20-25 kids attending. Our last day for that was April 29th
- After School Programs at Switlik on Tuesdays and Thursdays average around 20 kids per day. Last Day was April 29th
- Start Smart Soccer for 3-5 yr olds started and is very popular and registration filled up in 24 hours.
- MYC continued to run their baseball/t-ball/softball seasons; we assisted in the maintenance and lining of the fields.

EVENTS

- We had a very popular Easter Egg Hunt for the community complete with Pictures with the Easter Bunny and popcorn. We laid out 4000 eggs and they were all found in about 20 minutes. The feedback was very good from parents
- We had 100 first graders from Stanley Switlik come to Community to park to help “clean up” trash to help celebrate Earth Day. We provided them with snocones and popcorn.
- We had 3 Turtle releases at Sombrero.
- We helped the 7 Mile Bridge Run committee complete the registration process for over 1500 runners at Community Park.

REPAIRS AND IMPROVMENTS

- Divider nets were installed on the tennis courts and touch ups were made to crack on the court
- A beautification project was started at Sombrero Beach that included some new landscaping
- A water leak was repaired at Rotary Park
- A new bathroom was opened at Quay
- A new Events Tiki was installed at Ocean Front Park
- We did have to remove a damaged Kayak launch at Grass Key Sunset Park



CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 5/2/2025
To: Honorable Mayor and City Council members
From: James E. Muro, Fire Chief
Through: George Garrett, City Manager
Subject: April Month End Report

| <u>ALARM RESPONSES</u> | April |
|--------------------------------|--------------|
| Fire Incidents | 4 |
| Hazardous Condition | 8 |
| Public Service | 15 |
| False Alarm Fire | 14 |
| Good Intent Call | 11 |
| EMS | 108 |
| Inter-facility Transfers | 48 |
| Total for Month: | 208 |
| Total Calls for Calendar 2025: | 915 |

| <u>KCB BREAKOUT REPORT</u> | April |
|-----------------------------------|--------------|
| Fire Incidents | 0 |
| Hazardous Condition | 1 |
| Public Service | 1 |
| False Alarm Fire | 1 |
| Good Intent Call | 1 |
| EMS | 10 |
| Total for Month: | 14 |
| Total Calls for Calendar 2025: | 55 |

| <u>FIRE PREVENTION</u> | April |
|--|--------------|
| Fire Inspections | 5 |
| Fire Safety Plan Review | 32 |
| Vacation Rental Inspections | 105 |
| Occupational or Annual License Inspections | 0 |
| Event Inspections | 0 |
| Annual State Inspections | 0 |
| DHR Follow-Up Inspections | 0 |

| <u>VACATION RENTALS</u> | April |
|--------------------------------|--------------|
| Total Applications Processed | 83 |
| Vacation Rental Inspections | 105 |
| Total VR Fees Collected | \$74,650.00 |
| Agent/Local Contacts Trained | 12 |
| Total VR Licenses Issued | 75 |

OPERATIONS

- **Fire Officer Training** - Fire Officers worked on daily training by leading and confirming their shifts' Fire and EMS Training for existing members of the team. We have created a plan using the Engine Companies for High Hazard planning in the Community, and we are using our 360-dispatch platform to link these pre-plans to the dispatch notice that we get when a 911 call is dispatched. We had a member competed ICS 300 with the County and have 2 members who will be getting certified as "Fire Ground Safety Officers in June"
- **EMS / Fire Training** - We have onboarded and completed the training for the final 6 budgeted positions, which brings us to full staffing. We are working with ISO "Insurance Safety Office" for our (10 year) for pre inspection documents, and we are working with Aqueduct Authority for some flow reports. This Department worked with public works to Identify another 14 hydrant locations that will once place, will assist with Insurance rates and could lead to the improvement of our ISO Rating.
- **City Partners** - We competed in the first 6 CPR classes for City employees and Staff of KCB. We will schedule one more for Parks and Rec before June 5th to accommodate their summer planning schedule. This is an ongoing commitment to prepare City employees to help when the call requires prior to Fire-Recue arriving. Those City employees will then be enrolled in RQI simulator @ Station14 to keep proficiency, allowing a quick verification process eliminating the need to repeat the class every 2 years.
- **Combined Training** - Vector Solutions is our vendor who provides archives and tracks our online classes that our members take to ensure compliance and training. We had members take 88 classes and training modules and completed 106.25 in training hours. We are out for RFP for Pediatric Resuscitation Training and certification for our team for 2025 after June 30th. Dr Gandia and our team are reviewing 2025 911 medical protocols which are separate

from our advanced CCT protocols allowing us to transport high acuity patients from the Community to the Mainland.

- **Community Outreach/ Recognition in April.** This agency served as Incident Command for the 7-mile bridge run in which there were no major events but a few transports. MFR completed the Driver Promotional testing as of this writing and practical testing will be May 8th at the Fire Academy; subsequently there will be Lieutenant testing on May 21 and assessment Center on May 28/29th. MFR and the City are again a strong supporter of “Leadership Monroe” and on May 2 we will be hosting the current class for Emergency Management Session. We also will demonstrate using extrication tools and then place them in proximity to a burn box at the Fire Academy. The City Manager will be hosting the graduation ceremony on May 3 and the Community Park.

BENEVOLENT FIREFIGHTER SERVICES

No meeting was held for the month of April.

ACTIVITIES ATTENDED IN APRIL:

7 Mile Bridge Run
Switlik Truck & Career Day
Special Olympics Soccer Game
GIS Training
Trauma Star Landing Zone Training
Driver Engineer Training
CPR Training City Hall & KCB
Marathon Rotary Easter Egg Hunt
Hydrant Placement Planning – Chief
Safe Boat – Chief
Paramedicine – Chief
Beach Clean Up – Chief



Memorandum

To: Honorable Mayor and City Council Members

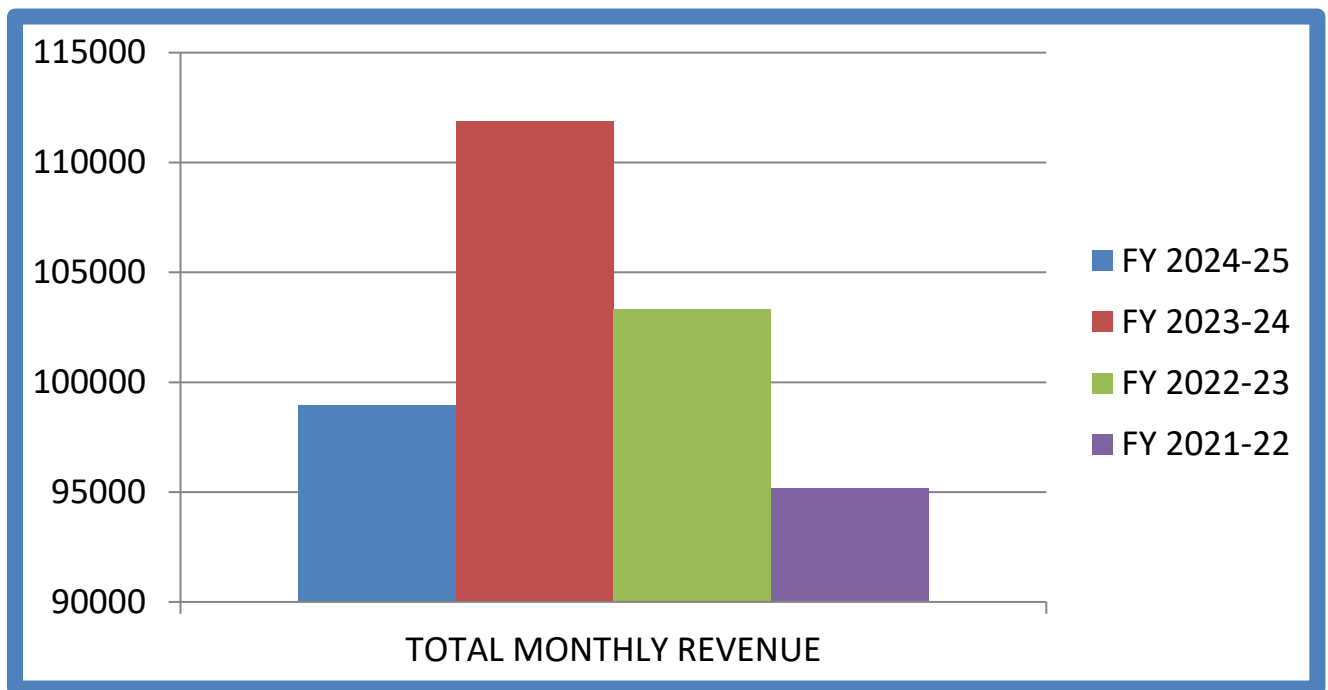
Through: George Garrett, City Manager

From: Sean Cannon, Ports Director

Date: May 13, 2025

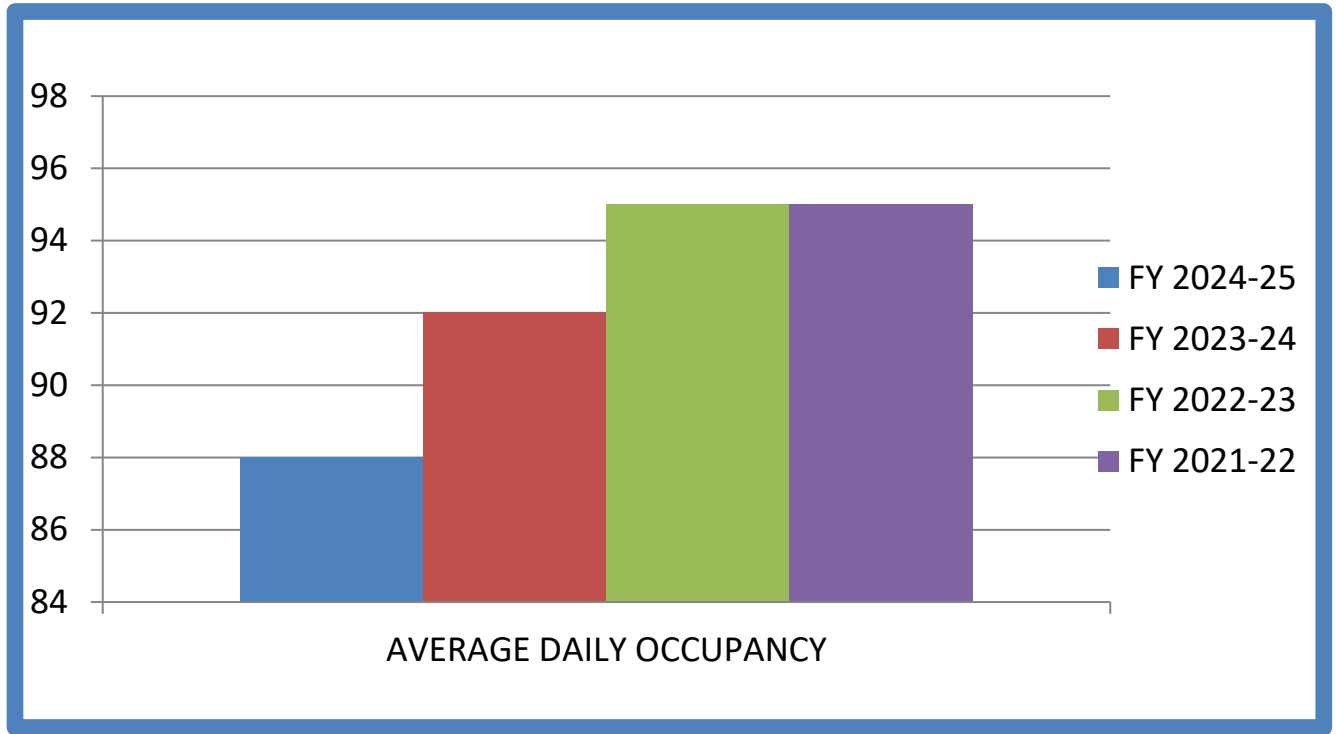
Re: April Monthly Report

Revenue: City Marina saw \$98,961 in total revenue for the month of April.





Occupancy: April's average daily occupancy was 88%



TOTAL TRANSIENT ARRIVALS:

***IN-STATE VESSELS: 55**

***OUT-OF-STATE VESSELS: 34**

***FOREIGN VESSELS: 5**

***TOTAL VESSELS: 94**



CITY OF
MARATHON, FLORIDA
Ports Department

Latitude 24° 42' 33.8" N Longitude 81° 5' 29.1" W

News: Our security camera switch experienced a mild crash and is currently being worked on and repaired.

Projects: Coming into off season, the staff will be focusing on marina improvements and summer projects such as applying non-skid floor paint to the floating docks, revamping our marina mural as well as improving the landscaping by buying and inserting more bushes/flowers.

CITY OF MARATHON

Memorandum



Meeting Date: May 13, 2025

To: Honorable Mayor Lynn Landry and City Council Members

Through: George Garrett, City Manager

From: Ted Lozier, P.E. Code Compliance Director

Subject: Code Compliance Report

April 2025 Activity:

| | |
|---------------------------------|-----|
| Complaint Investigations | 102 |
| New Code Cases | 16 |
| Code Cases Closed | 32 |
| April Hearing – cases | 5 |
| May Hearing - cases | 9 |
| Trash Service Violations | 7 |
| Trash Violation/Other Citations | - |
| Stop Work Orders Posted | 5 |
| Vacation Rental Violations | 15 |

One hundred two new code complaints/possible violations were investigated, 16 new code cases were opened, and 32 code cases were closed.

Five cases were heard at the April Code Compliance Hearing; 1 case was withdrawn by a stipulated settlement; 1 case was granted a continuance, and the remaining 3 were found in violation. The next code hearing is scheduled for Thursday, May 15, 2025 at 2:00 P.M. at Marathon City Hall Council Chambers, 9805 Overseas Highway, Marathon, FL. Nine cases are scheduled for the hearing.

Code Responses & Permit Reviews: 683 and 138


In April, staff responded to 683 code follow-up actions and inquiries received by telephone, email, online, or in-person. Staff also conducted 138 permit reviews.



Utility Department Monthly Update

MEETING DATE: May 13, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Daniel Saus, Utility Director 

THROUGH: George Garrett, City Manager

SUBJECT: February 2025 Utility Department Update

A. Wastewater Treatment Plants

1. General Issues

- a. Flows were normal for this time of year.
- b. The Chemical feed project and the electrical upgrades projects are both ongoing, but both are nearly completed. Closeout is expected in May.

2. Odor Complaints / Mitigation

- a. We received no odor complaints for the treatment plants in February.

3. Effluent Quality Report/Plant Performance

The February wastewater facility's performance chart is shown below. The plant permits now require AWT compliance and the operations staff is doing an amazing job as reflected in our effluent quality as shown below. **(Effluent results are always a month behind due to sampling, shipping, & lab reporting)**

City of Marathon WWTP's Plant Performance Data for:

February 2025

| Parameters: | | | CBOD mg/L | | TSS mg/L | | TN mg/L | | TP mg/L | |
|-------------|--------------|------------|------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|------------------------|----------------------|
| WWTP | Permit (MGD) | MADF (MGD) | Monthly Average (6.25) | Annual Average (5.0) | Monthly Average (6.25) | Annual Average (5.0) | Monthly Average (3.75) | Annual Average (3.0) | Monthly Average (1.25) | Annual Average (1.0) |
| AREA 3 | 0.250 | 0.114 | <2.0 | 2.2 | <2.0 | <2.0 | 0.66 | 0.43 | 0.55 | 0.43 |
| AREA 4 | 0.400 | 0.397 | <2.0 | <2.0 | <2.0 | <2.0 | 0.74 | 0.92 | 0.14 | 0.31 |
| AREA 5 | 0.450 | 0.356 | <2.0 | <2.0 | <2.0 | <2.0 | 0.88 | 2.0 | 0.42 | 0.47 |
| AREA 6 | 0.200 | 0.129 | <2.0 | 3.7 | <2.0 | <2.0 | 0.73 | 2.78 | 0.12 | 0.62 |
| AREA 7 | 0.200 | 0.051 | <2.0 | 2.0 | <2.0 | <2.0 | 0.96 | 1.08 | 0.68 | 0.33 |

B. Collection System

1. The month of February had normal tides and flows were average.
2. Vacuum Station Salinities for December:
 - a. Vacuum station salinities at the plants were as follows (in parts per thousand):
SA3 : 1.21; SA4 : 1.91; SA5 : 2.33; SA6 : 0.95 and SA7 : 0.76. These values show a minimal level of infiltration.
3. Wastewater System Connections
 - a. The City's wastewater system parcel connection rate is currently standing at approximately 100%. (Only customers that are in code or do not have a certificate of occupancy are not connected)

4. Code Compliance

- a. There are still currently only 2 open code cases in process for failure to connect to the City's central wastewater system, code violations, or expired permits.

5. Callouts

- a. From February 1st through February 28th there were 25 documented Call outs for the entire Collections System. Of these, 6 were automatically generated by our control system, typically a low vacuum detected at one of our Vacuum Stations. These 19 call outs did not result in any damage to our customers. These are shown in the table below.

| Address | Description of Incident |
|---------------------------|--|
| 10875 Overseas Highway, M | Customer complaint |
| 4278 Gulfview Avenue, M | Customer complained |
| 8501 Overseas Highway, M | Low vacuum at buffer tank water in controller |
| 725 West 105th Street Oce | Bad controller |
| 713 East 105th Street Oce | Water in valve and controller surge suppressor dirty no hubs bad |
| 376 96th Saint Ocean, Ma | Back up |
| 777 East 63rd Street Ocea | Low vac |
| 744 50th Saint Gulf, Mara | Area #4 Call for low vacuum |
| 1258 Ocean View Avenue | Low vac |
| 255 Ocean Street, Marath | Low vacuum bad controller |
| 1575 52nd Street, Marath | Customer complaint |
| 96 Avenue C, Marathon, F | Bad valve |
| 853 74th Street Ocean, M | Remote call for low vacuum |
| 504 74th Street Ocean, M | Remote call for low vacuum |
| 349A 27th Street Ocean, F | Area #3 call for low vacuum |
| 1117 28th Street Ocean, M | Vacuum pit backed up |
| 9 Man-O-War Drive, Mara | Customer call |
| 1144 Bulevar De Palmas, | Customer call backing up Out of their house |
| 1155 Bulevar De Palmas, | Customer call |
| 1161 Camino Del Vientos | Customer call |
| 1156 Camino Del Vientos | Customers complaint |
| 7636 Gulfstream Bouleva | Debris in the valve, Bad no hubs |
| 11756 3rd Avenue Ocean, | Bad controller replaced |
| 11401 1st Avenue Gulf, M | Low vacuum |
| 619 Sombrero Beach Roa | area4 low vacuum |

6. Odor Complaints / Mitigation

We received no odor complaints in February about the collection system.

C. Plant Upgrades & Construction Projects (No changes this month)

1. Due to the permitting issues for the Area 3 WWTP Upgrade project taking almost 5 years and with COVID delays and inflation, the project costs for this project have increased significantly. I've requested finance to investigate if we can transfer the ACOE grant money from the Area 6 Sludge Processing Facility project to this project. The Area 6 project is on the back burner until more funding is received.
2. A CDBG-DR Grant has been received for electrical upgrades, vacuum monitoring system, and flood wall at Area 6 plant. The flood wall is on hold for now due to the costs. The electrical upgrades bids were received, and an award was approved at the last council meeting.
3. The design for the Area 3 WWTP expansion is nearly completed and permitting through FDEP is underway at this time. We advertised the notification of "Intent to Issue" for the WWTP operating permits for Service Areas 3, 4, & 6 and remitted the proof to FDEP. The holds on our permits have been removed but are still in negotiations with FDEP on our permits for Areas 3, 4, & 6. **Status unchanged.**

D. Grants Update Summary (No changes this month)

1. Due to the permitting issues for the Area 3 WWTP Upgrade project taking almost 5 years and with COVID delays and inflation, the project costs for this project have increased significantly. I've requested finance to investigate if we can transfer the ACOE grant money from the Area 6 Sludge Processing Facility project to this project. The Area 6 project would then be put on the back burner until more funding is received.



CITY OF MARATHON
PUBLIC WORKS

9805 Overseas Highway, Marathon, Florida 33050
Phone: (305) 289-4109 Fax: (305) 289-4131

MEMORANDUM

DATE: June 13, 2025
TO: Honorable Mayor and City Councilmembers
FROM: Carlos A. Solis, P.E. Director of Public Works & Engineering
THROUGH: George Garrett, City Manager
SUBJECT: Public Works Update

The following is an update of the status of Public Works projects and related issues:

Capital Infrastructure Projects

- **Marina & Station 14 Generators:** All work for the generators for the Marina and Fire Station is complete.
- **117th Street, 116th Street & 112th Street Bridge Replacement:** FDOT has informed us that they will be funding the additional cost for the replacement of the substructure for 117th Street, and recently informed us that they will also fund the additional work for 112th St and 116th St. Our total construction funding for these project is revised from \$2,156,018 to \$5,363,644. The City will cover the cost for the required CEI services.
Our consultant is back on tract and we are expected to submit 60% plans for the 117th St Bridge to FDOT on May 13th, and 30% plans for 112th & 116th on May 15.
- **Quay Restroom:** The restroom at the Quay is complete, and the facility is open to the public.
- **Oceanfront Park Tiki:** The tiki structure and all miscellaneous work are completed and operational.
- **Quay Property Re-Development:** We have the final plans for the site work, site electric and lighting, and pavilions, and the project will be let out to bid this month. The permits to the ACOE and FDEP for the new boat ramp and restoration of the seawall and shoreline are currently being reviewed by the agencies.

- **Sombrero Beach Information/Security:** The project is currently out to bid. This project is funded by the TDC, and we plan to have a resolution for acceptance of a contractor at the June meeting and will have the project under contract before July 2025, to ensure our funding is not jeopardized.
- **City Hall Modification:** The contract is executed, and a pre-construction meeting is scheduled for this week. Upon issuance of the building permit, the Notice to Proceed will be issued. The project has 130 days for final completion.
- **Seven Mile Marina Docks:** The permit from the FDEP is issued, and we are awaiting the permit from the ACOE. The project is currently out to bid, and we anticipate bringing the to resolution to award to Council for the June meeting and having the project under contract by July 1, 2025. This project has \$505,000 funding from the TDC.
- **Marina Bump-Out Demo and Wall Construction:** We have contracted with Keys Construction company to remove the office bump-out and replace the area with a flush wall. The bump-out was an addition to the building several years ago and began to separate from the wall. It will be replaced with a wall section with a window for service to the customers. The project should be completed in the next two weeks.
- **Community Park Soccer Field Re-Sodding:** The bid for the re-sodding of the soccer field has been let, and we anticipate bringing a resolution to Council for approval at the June meeting. We anticipate completion by July 31th, and will keep the field closed for another three weeks to allow the new turf to establish itself. We are working with the Park & Rec department to establish operational rule to help preserve and better manage the maintenance of the fields. This includes rotation of the goals to minimize excessive use in the same location, thereby allowing the turf to heal. We may also close the field to the public in-between seasons to again let the turf rejuvenate.
- **92nd Street :** We have received the grant for the design phase for the raising and other stormwater improvements for 92nd Street and are meeting with our consultant to lay out the project parameters. We expect to bring a resolution for this contract at the June meeting.
- **Community Park Skate Park:** We have a resolution on the agenda for this meeting to approve a “Piggy-Back” contract with Platform Group for the re-development of the skate park. The contract includes modification to the park parking area. We are also in discussions with FDOT to modify the park access to better align with the new parking layout. A contingency is added to this contract for the required work associated with this modification. The re-development effort is assisted by the Florida Keys Community Center, headed by Matt Sexton, which will provide both financial assistance as well as project management and assistance with amenities.

- **Community Park Splash Pad:** We have begun the preparation of plans and coordination for the installation of the new splash pad at Community Park. The pad will be constructed adjacent to the new Skate Park, and the work associated with the skate park will prepare the pad area for this project. The City is also performing the initial work for a restroom with minor concession area to service both the skate park and splash pad area.

Upcoming Projects:

- **Seven Mile Marina:** We recently had a meeting with our AE firm to go over corrections needed on the plans. We expect to have this project out to bid this month, and under construction by early fall.
- **Sombrero Beach Road Bike Path Improvements:** Staff will begin the selection process for a consultant to prepare plans for the stormwater and bike path improvements at the curve on Sombrero Beach Road. The plan will raise the bike path and add an injection well for discharge of area runoff.
- **Oceanfront Pickleball Courts:** The Engineering Department has completed the plans for the new Pickleball Courts at Oceanfront Park. The project is expected to go out to bid this month, and construction to start late July early August.
- **Community Park Maintenance Building:** Staff is preparing the site plan and bid package for the installation of a metal maintenance building at Community Park to house all the required facility maintenance equipment. The building will be located in the open area next to the tennis court and restroom.
- **Community Park Projects:** Staff is working on several projects for improvements to Community Park. The Bocci Ball courts will be re-installed at a location TBD. Work on the new batting cage has been completed. The resurfacing of the Tennis and Basketball courts is nearly complete, pending some punch list items that need to be corrected.
- **Oceanfront Park Exercise Station:** City staff will begin the installation of the exercise equipment at Oceanfront Park by the end of May and will take about two weeks to complete.
- **Master Drainage Plan:** We are coordinating with one of our consultants for the update of the City's Master Drainage Plan, which was initially prepared when the City incorporated. We are pursuing a grant application to cover the cost of the plan update.

General Public Works Issues and updates:

- **Building Plan Review:** The Public Works & Engineering department has processed 84 permits reviews, and 56 inspections for projects requiring engineering review and inspections in the month of April.
- **US 1 – FDOT Maintenance Agreement:** We have a resolution on this agenda for a maintenance agreement with FDOT to take over all landscape maintenance on US 1 from the Seven Mile Bridge to the Toms Harbor bridge, excluding the overseas trail and other areas maintained by FDEP. We anticipate beginning this work on July 1. We are in the process of interviews for the additional staff required, and anticipate being ready for the task by July 1st.
- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees are as follows.

| | |
|------------------------|--------------|
| April Gross Income: | \$125,498.15 |
| April | |
| 2025 Gross Income YTD: | \$480,254.40 |

- **Radar Speed Sign:** We have delivery of the portable radar sign and be placing it at locations throughout town, in particular the collector roads, The trailer mounted sign collects and stores data, not on particular vehicles, but provides information on the degree of speeders in the area placed. We will use this information to establish the best location for the permanent signs. We now have a total 10 post mounted sign that we will install in locations as determined by the information collected.
- **Baseball Field Batting Cage:** Public Works staff has completed the new batting cage adjacent to the south field at Community Park:
- **Parks/Beach Beautification:** Staff has completed the installation of new landscape and flowers at Community Park and Sombrero Beach.
- **Right of Way Planting:** Landscaping has been installed in the swale along the curve on Sombrero Beach road as you approach the beach. We have also added new landscaping along the Aviation Blvd. trail area to provide some color and aesthetics to the area.
- **Invasives Removal:** Public Works staff participated in the removal of invasive species between the highway and the water along US 1 between Seven Mile Marina and the Seven Mile Bridge.

- **. Restroom Upgrades:** The male restroom in the lobby area at City Hall has been repaired with new epoxy mimicking the terrazzo floor initially installed. An area of the floor had “bubbled up” creating a tripping hazard. We have also epoxied the floors at the restroom at Sombrero Beach. The concrete floors were stained and had a constant dirty appearance, even when clean. The new floor repairs provide a brighter clean look to the restrooms.



CITY COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

From: Brian Shea, Planning Director

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-37**, Consideration Of A Request By Marathon LLC For An Amendment To A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Conditional Use Permits”, Authorizing The Development Of A Climate Controlled Storage Facility and Twenty-four (24) Single Family Residential Units Consisting Of Five (5) Parcels Located At 765 107th Street Ocean; Which Is Legally Described As Township 66 Range 33 Key Vaccas Part Government Lot 1 and Part Government Lot 2 Part Parcel 3 And Adjacent Bay Bottom South Of And Adjacent Part Government Lot 1 and Lots 1, 2, 3, & 4 Of Seaglass Flats A Plat Of Lands Located In A Part Of Government Lot 1 Section 6 Township 66S Range 33E On Key Vaca City Of Marathon As Recorded In Plat Book and Page 7-97, Monroe County, Florida, Having Real Estate Numbers 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400. Nearest Mile Marker 53.

APPLICANT/ OWNER: Marathon LLC

AGENT: Jim Saunders

LOCATION: The project site consists of five parcels located at 765 107th Street Ocean and Lots 1-4 107th Street Ocean at nearest mile marker 53. See Figure 1.

REQUEST: An amendment to a Conditional Use Permit for the redevelopment of the subject property having the real estate numbers 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400.

LOT SIZE: Total acreage 5.97 acres or 259,875 square feet

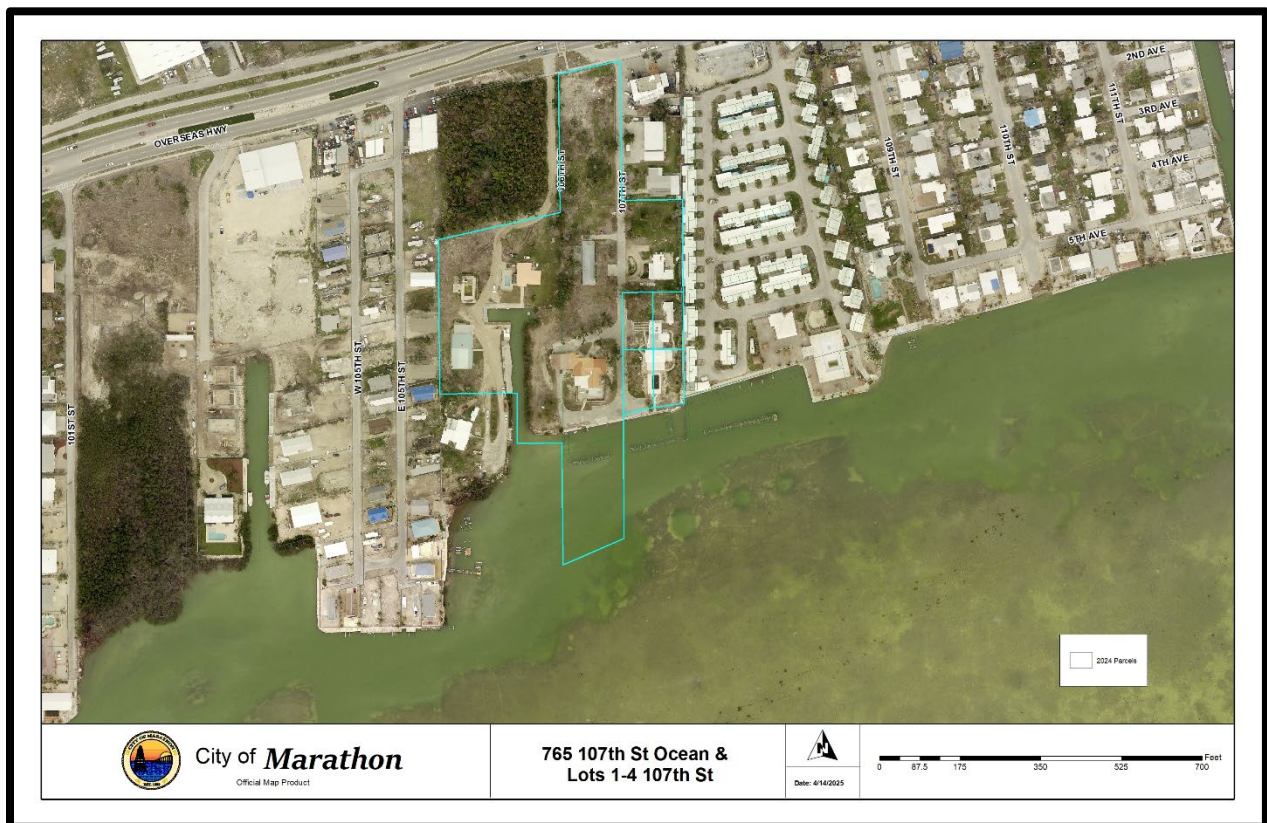
SURROUNDING ZONING AND USES:

| | <u>Zoning</u> | <u>Use</u> |
|--------------|---|--|
| North | Mixed Use (MU) | JJ's Dog House, Specialty Hardware and Vacant Land |
| West | Residential Mobile Home (R-MH) and Mixed Use (MU) | Residential Housing and State-owned vacant land |
| East | Mixed Use (MU) and Residential High (RH) | Muffler Man, Storage Building and Residential Houses |
| South | N/A | Open Water |

EXISTING CONDITIONS:

The project site consists of vacant land as previous residential units have been demolished. It has been determined that thirteen (13) Market Rate Building Rights currently exist on the combined parcels. The existing FLUM is Mixed Use Commercial (MU-C), and the zoning is Mixed Use (MU). See Figures 2 and 3.

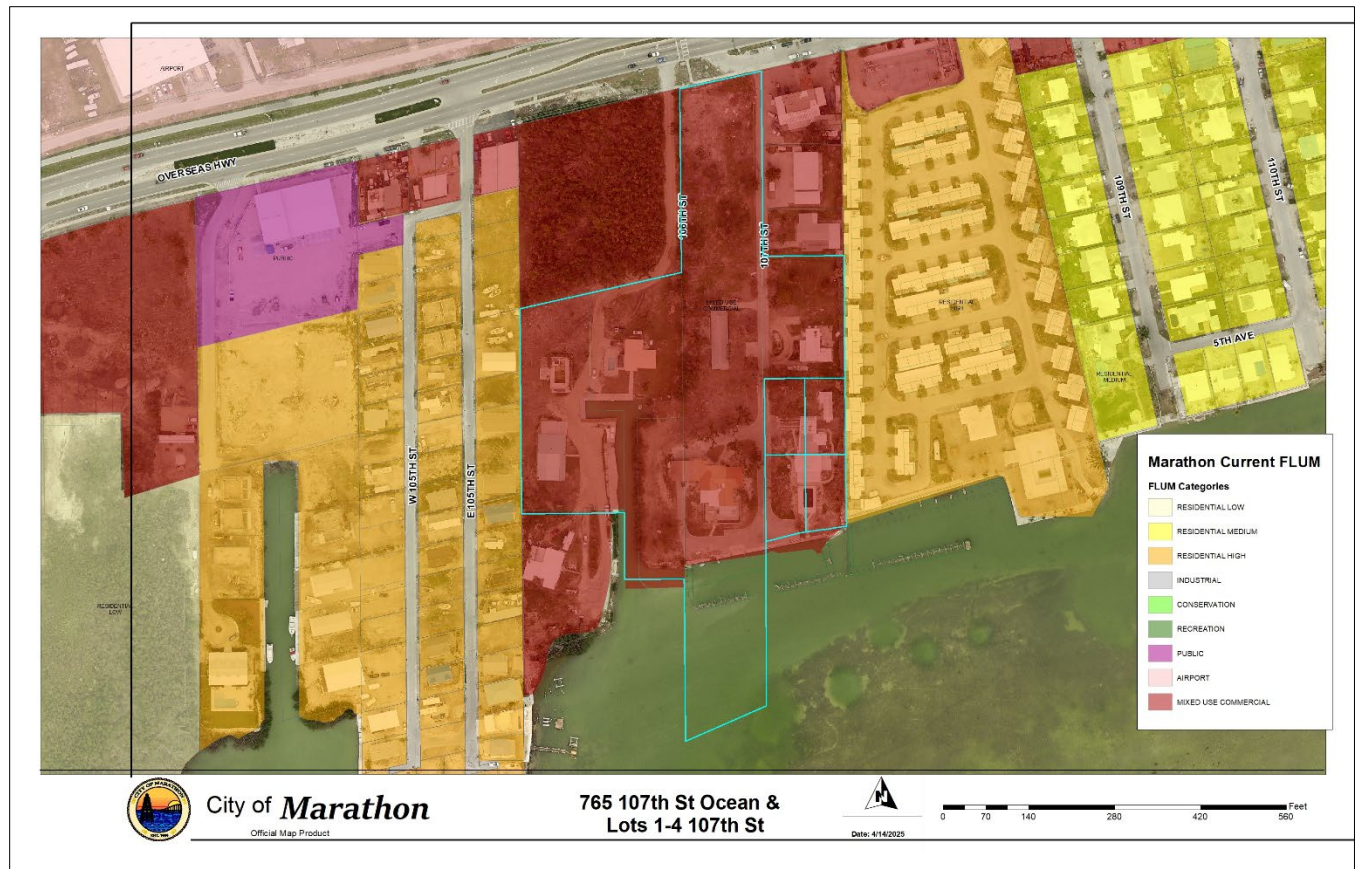
**Figure 1
Project Site**



FUTURE LAND USE MAP DESIGNATION:

Mixed Use Commercial (MU-C). See Figure 2.

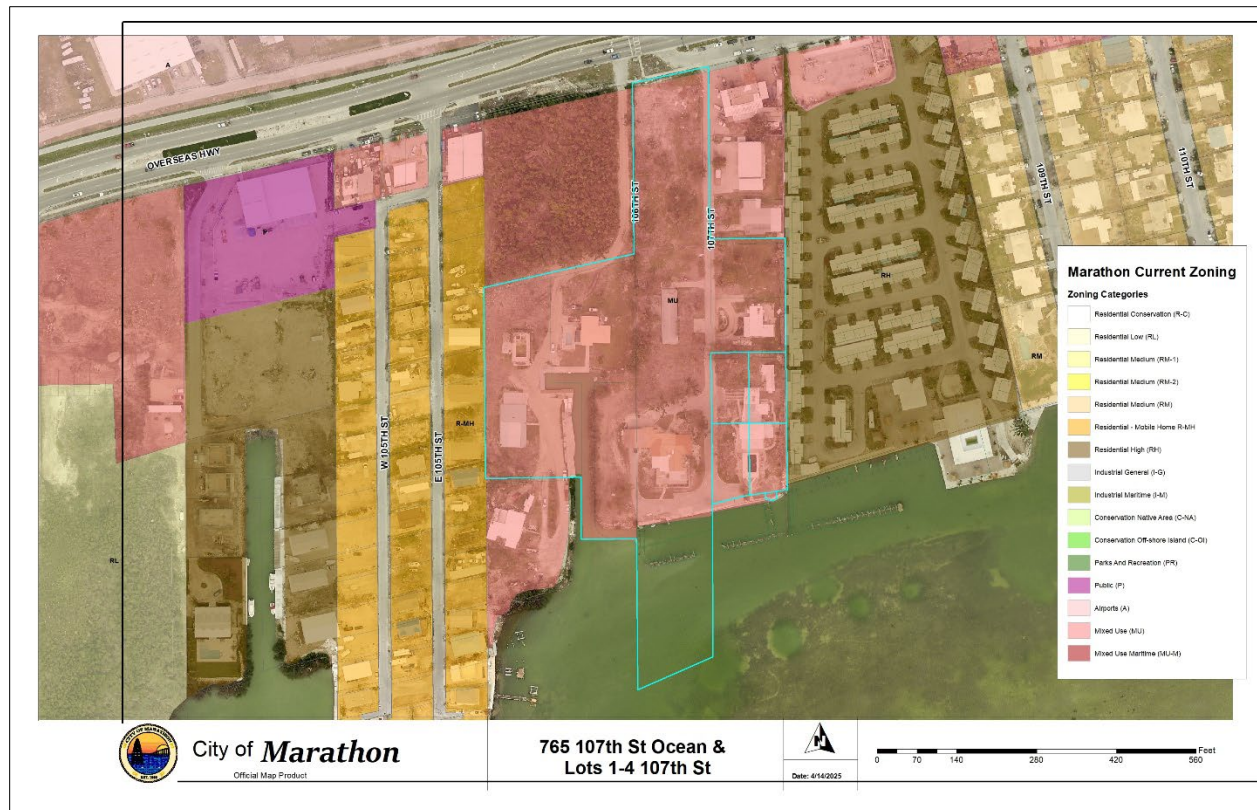
Figure 2
Future Land Use Map



ZONING MAP DESIGNATION:

Mixed Use (MU). See Figure 3.

Figure 3
Zoning Map



PROPOSED REDEVELOPMENT:

Market Rate Units: 24 six-bedroom units

Commercial: 10,000 square feet climate-controlled storage facility

BACKGROUND:

The project was a redevelopment of the property to include the construction of new residential uses and commercial uses in the Mixed-Use zoning classification. This report addresses the proposed amendment to the current conditional use.

On August 8, 2023, the City Council passed Resolution 2023-66 approving the original conditional use application. Previous approvals included 16 single family residential units and a climate-controlled storage facility; this is being amended.

The Applicant requests an amendment to include the acquisition of the Sea Glass Flats property changing the use to develop twenty-four (24) single family homes.

The existing single-family homes have been demolished. With the combined five parcels it has been determined that thirteen (13) market rate building rights exist. The project will be completed in phases.

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

The criteria for evaluating Conditional Use Approval are outlined in Chapter 102, Article 13, Conditional Use Permits, in the City of Marathon Land Development Regulations.

CRITERIA

A. The proposed use is consistent with the Comprehensive Plan and LDRs;

The proposed development project is located within the Mixed Use (MU) Zoning District. Per Chapter 103, Article 2, Section 103.09 of the Land Development Regulations, the district is designed to “accommodate a wide variety of commercial and retail activities that will result in the most efficient and attractive use of the City’s historic business district and the US1 Corridor, in an effort to recognize the role of US1 as the City of Marathon’s ‘Main Street.’ The MU district also provides for large-scale retail and commercial business opportunities in other areas, including larger shopping center, specialty shopping centers, individual multi-tenant commercial buildings, automotive services and sales, fast food restaurants, affordable housing uses, transient lodging and other retail establishments that serve the community at large.”

The proposed project is for a climate-controlled storage facility and single-family residential units, an allowed use pursuant to Table 103.15.1 of the LDRs, supported by elements of the Comprehensive Plan. Relevant Policies concerning this project follow:

City of Marathon Comprehensive Plan

- a. “Policy 1-1.1.2 Adopt Compatibility for Residential and Non-Residential Review Criteria,”
- b. “Policy 1-1.1.3 Protect Residential Neighborhood Character,” and
- c. “Policy 1-1.1.4 Transition between Land Uses

The project is surrounded by commercial development to the north and east with the exception of partially the property to the east which is residential and commercial and the property to the west which is residential.

d. Policy 1-3.1.4 Future Land Use Categories

The Future Land Use Map (FLUM) designates the parcels as Mixed-Use Commercial. Within this designation various commercial uses are permitted in addition to commercial, transient, and permanent residential uses as well as marinas and storage facilities. The project is consistent with the intent of this district and neither a zoning nor FLUM change is necessary for this project.

e. Policy 1-3.2.5 Maximum Height

The maximum height of any new structure associated with the redevelopment of the property shall not exceed 42 feet, except as provided by the City Code, as amended. The conceptual elevation plans submitted demonstrate compliance with this requirement.

f. Policy 1-3.2.7 Restrict Density and Intensity of Development

The proposed density is consistent with the thresholds outlined in Table 1-1 of the Comprehensive Plan. Based on the upland area of 5.97 acres, the proposed residential units and storage facility utilize 61% of the density/intensity allowed for this site. The density for each of the proposed uses has been calculated independently.

g. Policy 1-3.3.1 b., e., and f. General Redevelopment Criteria

The proposed new business promotes the revitalization of the city's commercial area, with existing commercial to the north and east. The US 1 corridor will be enhanced with the proposed landscaping.

h. Policy 1-3.4.2 Protect Established Densities & Policy 1-3.4.3 Replacement of Existing Densities and Intensities

The redevelopment plan includes using thirteen existing transient building rights. The remaining will need to be obtained. The commercial floor area will be requested from the City's available pool.

City of Marathon Land Development Regulations

- Section 103.09 – Mixed Use (MU)

The MU District is intended to accommodate a wide range of commercial and residential uses and activities including the proposed climate-controlled storage facility.

- Table 103.15.1 Uses By Zoning District – Mixed Use (MU)

This redevelopment is consistent with Table 103.15.1, uses by Zoning District, via a Conditional Use Permit Application, as contained herein.

Table 103.15.2 in the Land Development Regulations establishes constraints on density and intensity allowed in the MU district based on the types of uses proposed. Table 103.15.3 further qualifies the allowed range of intensities based on the use. The FAR for mixed-use developments may be increased to .75 if mitigated by the development of affordable/workforce housing is provided. As such, the following table reflects the proposed project density and intensity (shown as floor area (FA)) against the maximum intensity and floor area allowed under the constraints imposed on the development. The table also reflects the need for additional floor area that the applicant will have to acquire through the commercial building permit allocation system (CBPAS).

| Marathon LLC | |
|--------------------------------|----------------|
| Total 259,875 sq ft | |
| Market Rate (24) | 174,240 |
| Storage Facility | 10,000 |
| FAR (See Table 103.15.3) | 0.30 |
| Maximum allowed Square Footage | 25,690.5 sq ft |
| Total Proposed | 10,000 sq ft |

The project as proposed meets the basic definition of development in the MU zoning district and will not exceed any density constraints imposed on the type proposed.

Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

- Section 107.47 Parking

Parking for the site and the project is met with the proposed required ninety-nine parking spaces. The development provides eight exterior standard parking spaces for the storage facility, one exterior handicap space, five trailer spaces and one hundred seventy parking spaces located at residential units for a total of one hundred eighty-four spaces.

- Section 107.40 Maximum Height

The project sites are below the forty-two (42) foot height limitation of the City's LDRs.

- Sections 107.63 – 107.72 Landscaping

The landscape plan includes a list of native trees to provide shade and temperature reduction along the internal roadway. The parcel to the west is zoned Residential Mobile-Home, parcel to the east is zoned Residential High and a 15' wide buffer is required. Along US 1 corridor to the north the landscape planting will consist of a variety of native plant material varying in size and height to screen the storage building. A mix of canopy, understory and shrubs will be installed throughout the property.

- Sections 107.73 – 107.81 Open Space

The project site meets the minimum open space requirements of twenty (20) percent and therefore meets the minimum requirements of the LDRs.

- Sections 107.82 – 107.85 Fences and Screening

The project meets City screening and landscaping requirements.

- Sections 107.87 – 107.97 Stormwater Management

The existing Stormwater Management Plan associated with this site demonstrates compliance with the requirements of the LDRs.

- Sections 107.98 – 107.102.5 Floodplain Management

The site building will be located above FEMA minimum flood elevations. The commercial building will be flood-proofed as required. Therefore, the project is compliant with this requirement of the LDRs.

The project as proposed meets the basic definition of development in the MU zoning district. Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

The proposed project site is surrounded by other compatible commercial uses to the north and east as well as residential homes to the west.

Therefore, the request is **in compliance** with the requirements of these sections.

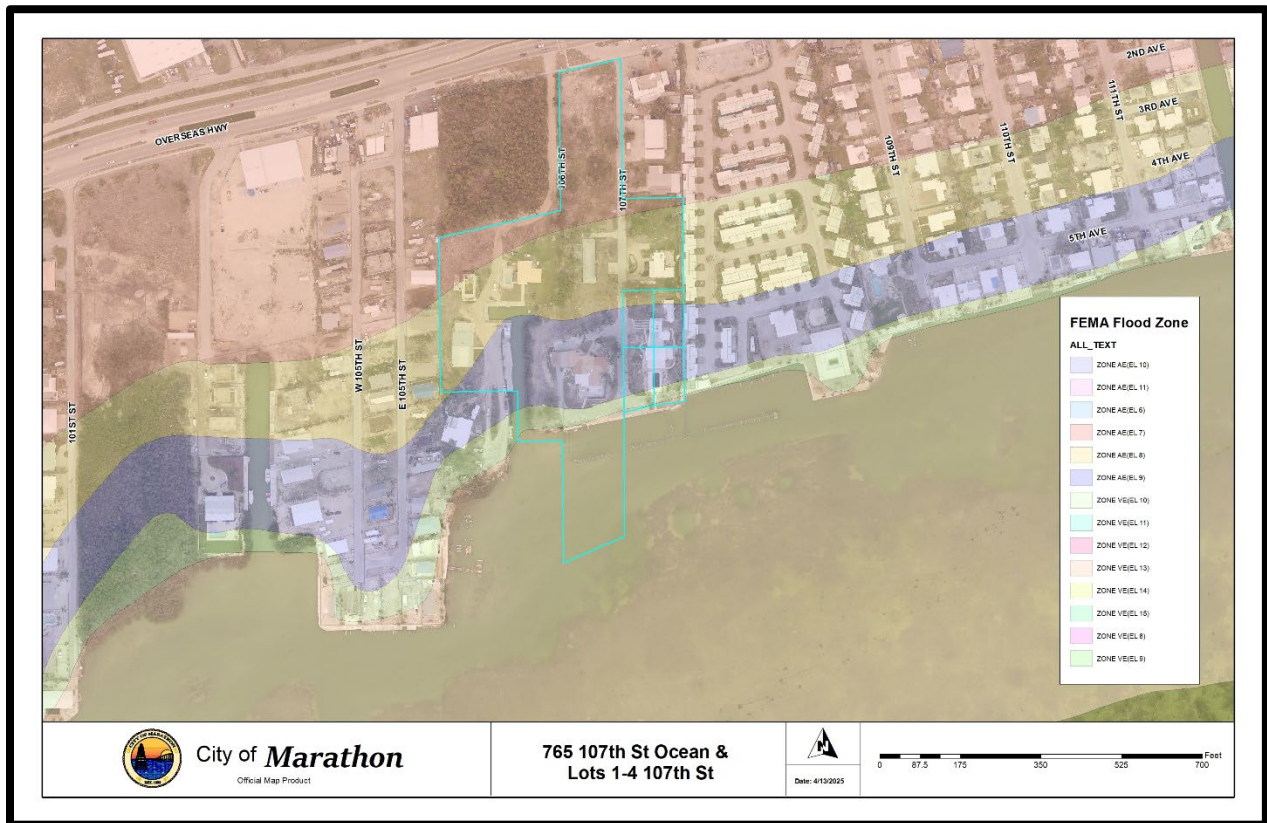
C. The proposed use shall not adversely affect the health, safety, and welfare of the public;

The proposed conditional use will enhance the community by providing additional indoor climate-controlled storage as well as new single-family homes. The project will not cause any negative impacts to the City's health, safety, and welfare.

The existing structures will be demolished and new units to be built above FEMA's minimum flood elevations (VE10, AE9, AE8 and AE7) as shown in Figure 4 and is therefore compliant. The commercial building will be flood proofed to meet requirements.

Therefore, the request is **in compliance** with the requirements of these sections.

Figure 4 Flood Zones



- D. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

There will be no negative impacts on habitat, environment, or water quality parameters. The proposed stormwater management system shall retain water generated from rain events on site thereby improving the quality of the near shore waters by treating and maintaining the stormwater on site. The shoreline is developed. A map of the area indicates that surrounding properties lie within the FEMA-FWS Species Focus Area for the Eastern Indigo Snake. However, this has absolutely no impact on the project before the Planning Commission and City Council.

Figure 5
FEMA – FWS Species Focus Area Maps



All vegetation on site is a mix of non-invasive exotic plantings. Several native palms and trees will be replanted or preserved per the Conceptual Landscape Plan that was submitted. Buffers will be installed as well as streetscape treatment along US 1 as a mixture of shrubs and canopy trees. Native vegetation must be mitigated per Section 106.10.

Project design requires containing all storm water on the property as required by Code.

Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

- The project exceeds 1 acre of development, and as such an FDEP general permit for NPDES will be required.
- Per the LDC, the stormwater criteria require retention of the runoff from a 25yr-72hr storm event. However, in lieu of these criteria, the minimum requirements will be the retention of 1 ½" of runoff for all residential lots and then runoff from 4 ½ inch rainfall event for the roads and commercial lot.
- All runoff from the site shall be routed to the proposed retention swales. A detailed grading plan shall be required for review of construction plans.
- Any native vegetation removed must be mitigated per Section 106.10.

E. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in cases of fire or catastrophe.

A traffic study was required for the project. Parking will be provided for staff and clients of the storage facility.

| Table 2 Marathon LLC Trip Generation Analysis Marathon, Florida | | | | | | | | |
|--|-----------|-------------|--------------------|-----------|-----------|--------------------|-----------|-----------|
| Land Use | Size | Daily Trips | AM Peak Hour Trips | | | PM Peak Hour Trips | | |
| | | | In | Out | Total | In | Out | Total |
| <i>Proposed</i> | | | | | | | | |
| Single-Family Housing | 24 DU | 223 | 4 | 13 | 17 | 14 | 9 | 23 |
| Mini-Warehouse | 10,000 SF | 15 | 1 | 0 | 1 | 1 | 1 | 2 |
| Total | | 238 | 5 | 13 | 18 | 15 | 10 | 25 |

The traffic will increase from previous use with the new redevelopment of the property. The project is not expected to adversely impact the operational characteristics of US1, nor will it inhibit the safe flow of traffic traveling through Marathon. The maneuverability on the site includes an interior road located between 106th and 107th Street connecting the streets so traffic may enter or exit either street to access the storage facility and residential units.

Provisions have been made as part of the redevelopment to address fire access. The proposed entrance from US1 to the site has been designed to accommodate fire and emergency vehicular access.

Bicycle racks have been provided on site. With the change of use for this project an FDOT access permit will be required.

Previous conditional use had gravel for roadways which would increase open space.

Section 107.43 requires site triangles where the access drive intersects with the street.

Therefore, with the conditions above, the request is **in compliance** with the requirements of these sections.

2. Off-street parking and loading areas where required, with particular attention to item 1 above;

Parking requirements are outlined in Section 107.47 (Mixed-Use Development Parking Requirements). The project provides adequate parking spaces as required.

| Use | Code Citation | Requirement | Spaces Required |
|--|---------------|--------------------------------|-----------------|
| Mixed Use Development (Storage Facility) | 107.47 | 1 per employee plus 2 visitors | 3 |
| Mixed Use Development (Residential Units) | 107.47 | 4 spaces per six-bedroom unit | 96 |
| Total Required | | | 99 |
| Total Provided | | | 184 |

Therefore, the request is **in compliance** with the requirements of these sections.

3. The noise, glare, or odor effects of the conditional use on surrounding properties;

The proposed use has no known impact on the health, safety, and welfare of the public. No detrimental noise or glare is expected to be generated by the proposed use. Appropriate screening and buffering measures will be required per code and site plan.

Therefore, with the conditions above, the request is **in compliance** with the requirements of this section.

4. Refuse and service areas, with particular reference to locations, screening, and Items 1 and 2 above;

Section 107.39 requires that all dumpsters be fully enclosed and screened. The site plan indicates that all dumpsters are (hidden) screened.

Therefore, the request is **in compliance** with the requirements of this section.

5. Utilities, with reference to location and availability;

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows. The project will utilize existing space and will have no additional burden on City utilities or public services.

- Wastewater: Site is already connected to sewer. Sewer and other utilities will be provided to 799 106th Street with no loss of service.
- Water: The Florida Keys Aqueduct Authority will provide potable water for the facility.
- Solid Waste: Marathon Garbage Service will provide solid waste disposal.
- Surface Water: The applicant has provided stormwater design information suitable for the Conditional Use application review which demonstrates compliance with City standards. However, a final stormwater plan will be required for building permit issuance.
- Recreation and Open Space: This redevelopment will have a de minimis impact on recreation and open space.
- Roadways: The applicant is redeveloping the site with a higher intensity than was contained within the prior development; therefore, a traffic study is being required to analyze the impact on transportation facilities. Furthermore, final site layout and traffic flow will be dependent on FDOT, City of Marathon Public Works, and City Fire Marshal analysis.
- Educational Facilities: This redevelopment will have a de minimis impact on educational facilities since existing uses are being replaced in kind.

The Applicant has provided letters of coordination with all necessary utilities with the general determination that all required services may be provided and are adequate for the development of the new use at the project site.

Therefore, the request is **in compliance** with the requirements of these sections.

6. Screening and buffering with reference to type, dimensions, and character;

A landscape plan has been submitted for this application. The plan addresses the required buffers, parking lot and US 1 corridor for plantings.

Therefore, with conditions, the request is **in compliance** with the requirements of these sections.

7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding uses;

A review of sign requirements at this stage in development approval is not necessary; however, signs for the project will be reviewed prior to issuance of a building permit according to Chapter 107, Article 7, Signs.

Therefore, the request is **in compliance** with the requirements of these sections.

- All signs will be reviewed and approved for compliance with the City of Marathon LDR's.

8. Required yards and other open space;

Section 106.16 established required open space for the project. The parcel is undeveloped; therefore, a twenty percent open space requirement applies and the site complies with this minimum requirement.

Therefore, the request is **in compliance** with the requirements of these sections.

9. General compatibility with surrounding properties; and

The proposed development is a Mixed-Use commercial development. The scale and layout of the proposed building are consistent with the City Code.

Therefore, the request is **in compliance** with the requirements of these sections.

10. Any special requirements set forth in the LDRs for the particular use involved.

Section 104.48 Residential Dwelling Units contains special requirements.

The following criteria are applicable to this redevelopment:

- The private yard area for rooftop balcony dwelling is provided by the roof or balconies of the structure.
- The total area of the mixed-use or commercial apartments, including patios and access way shall not exceed the area covered by the ground floor and any covered walks or arcades.
- Each unit shall have access to a balcony or patio that is separate from the access to the unit, provides adequate privacy and the size shall be two-tenths (2/10) of unit floor area or a minimum of 60 square feet in size.
- The patio area may be wholly or partially replaced by the provision of a recreation yard provided on site. Recreational yards shall be a minimum one-tenth (1/10) of unit floor area.

Section 104.53 Storage Facility, Self-Service

Self-service storage facilities may be allowed pursuant to Table 103.15.1, subject to the following standards:

- A. Individual storage areas shall not exceed 400 square feet each.
- B. Storage of boats, recreational vehicles and similar equipment may be allowed, subject to the following standards:
 - 1. Storage shall occur only within a designated area, approved as part of the site plan.
 - 2. Storage areas shall not exceed 50 percent of the lot area of the site.
 - 3. Boats shall be stored on trailers with wheels.
 - 4. Storage areas shall be completely screened from public rights-of-way or adjacent residential zoning districts, utilizing either the buildings associated with the storage facility or by an opaque masonry wall, or equivalent approved by the Director, a minimum of six (6) feet in height.

The proposed development meets all applicable criteria set forth in this section.

A unity of title for the parcels will be required.

Therefore, the request is **in compliance** with the requirements of these sections.

CONCLUSION:

The Conditional Use Approval process is intended to allow for the integration of certain land uses and structures within the City of Marathon based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety, or welfare of the community.

The proposed development is consistent with the existing land use patterns and is expected not to produce any nuisances, traffic congestion, or threat to public health, safety, or welfare. As such the development, including the overall upgrading and improvement of the site, furthers the policies for development in the City and is consistent with the Comprehensive Plan and Land Development Regulations. The project is compatible with surrounding uses, and is not expected to create a nuisance, traffic congestion or threat to public, health, safety, or welfare.

All conditions of the Conditional Use approval will have to be met before any building permit can be approved.

RECOMMENDATION:

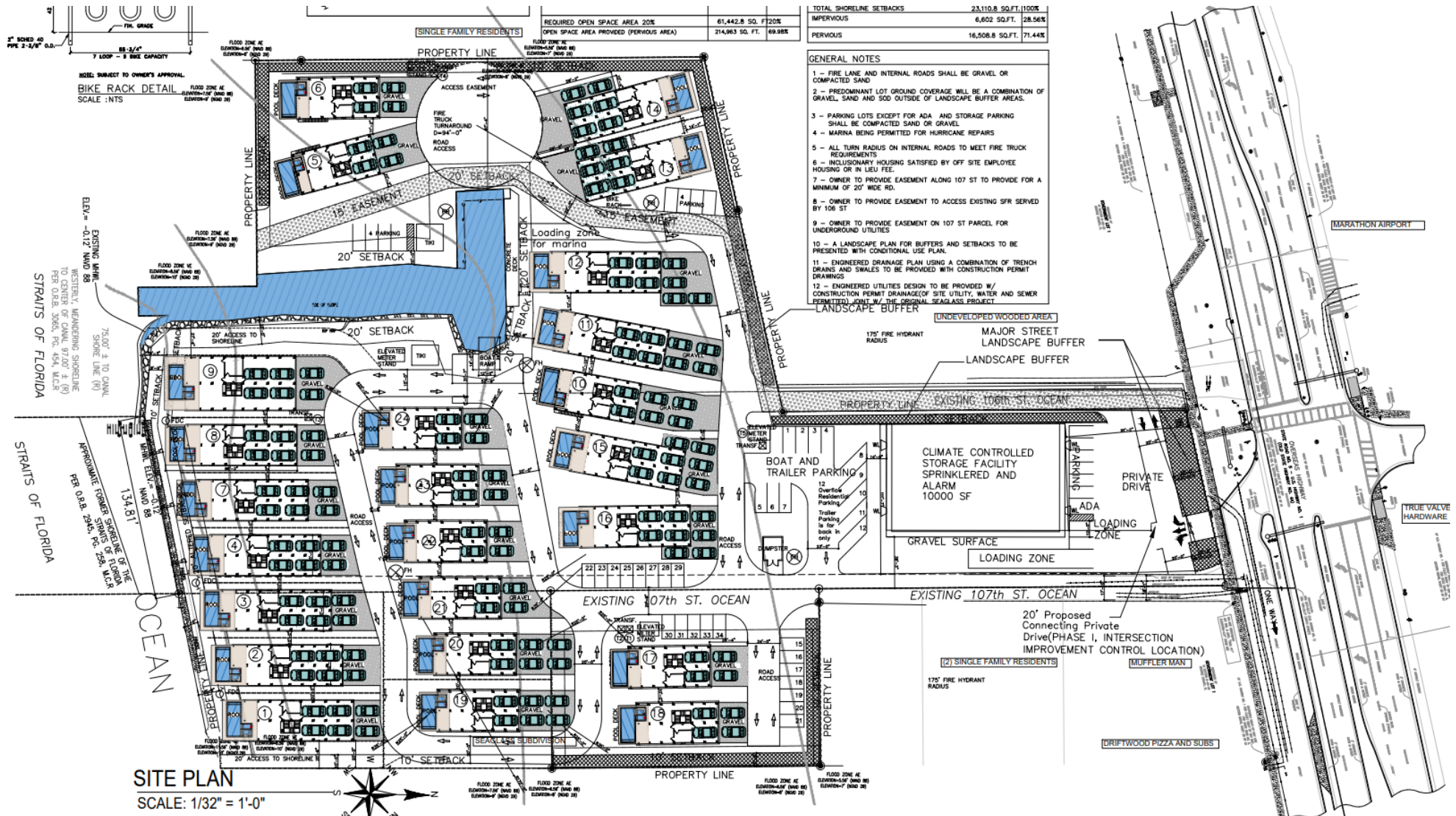
Planning staff recommended the approval of the proposed amended conditional use with conditions of approval listed below. Planning Commission recommends approval (2-1).

Conditions of Approval

1. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
2. Additional landscape canopy and buffering be placed per site plan.
3. A sewer flow estimate from an engineer will be required to reassess any additional impact.
4. The project exceeds 1 acre of development, and as such an FDEP general permit for NPEDS will be required.
5. Per the LDR, the stormwater criteria require retention of the runoff from a 25yr-72hr storm event. However, in lieu of these criteria, the minimum requirements will be the retention of 1 ½" of runoff for all residential lots and then runoff from 4 ½ inch rainfall event for the roads and commercial lot.
6. All runoff from the site shall be routed to the proposed retention swales. A detailed grading plan shall be required for review of construction plans.
7. Any native vegetation removed must be mitigated per Section 106.10.
8. Since the project is changing use, an FDOT access permit is required.
9. A written agreement or letter must be supplied to the City stating that sewer and other utilities will be provided to 799 106th Street with no loss of service.
10. All conditions of the Fire Marshal must be met prior to permit issuance.
11. All required parking spaces must be shown on the final site plan prior to permit issuance.
12. A final lighting plan must be submitted prior to permit issuance.
13. A final landscape plan must be submitted prior to permit issuance.
14. Dumpsters are to be screened per code.

15. A unity of title is required for the properties.
16. Staff require that upon planning review, if the redevelopment is found to have any effect on the Eastern Indigo Snake Habitat, then the prescribed protection measures must be undertaken, and the information posted on site.
17. The private yard area for rooftop balcony dwelling is provided by the roof or balconies of the structure.
18. The total area of the mixed-use or commercial apartments, including patios and access way shall not exceed the area covered by the ground floor and any covered walks or arcades.
19. Each unit shall have access to a balcony or patio that is separate from the access to the unit, provides adequate privacy and the size shall be two-tenths (2/10) of unit floor area or a minimum of 60 square feet in size.
20. The patio area may be wholly or partially replaced by the provision of a recreation yard provided on site. Recreational yards shall be a minimum one-tenth (1/10) of unit floor area.
21. The Applicant must obtain and transfer eleven (11) market rate housing units, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.
22. The Conditional Use Development Order will constitute the Certificate of Concurrence for the project. The determination will be valid for one year.
23. All construction of required streets and utilities shall be completed pursuant to this Section. Construction Guarantees shall be required pursuant to Sections 102.50 and 102.51 and shall provide that if the construction of the required improvements is not completed within two (2) years after approval of the final plat, the City may deem the applicant to be in default pursuant to Section 102.52 D.
24. Individual storage areas shall not exceed 400 square feet each.
25. Storage of boats, recreational vehicles and similar equipment may be allowed, subject to the following standards:
26. Storage shall occur only within a designated area, approved as part of the site plan.
27. Storage areas shall not exceed 50 percent of the lot area of the site.
28. Boats shall be stored on trailers with wheels.
29. Storage areas shall be completely screened from public rights-of-way or adjacent residential zoning districts, utilizing either the buildings associated with the storage facility or by an opaque masonry wall, or equivalent approved by the Director, a minimum of six (6) feet in height.
30. Site plan approved as amended with pervious pavers or asphalt.

SITE PLAN



Amendment to CUP-23-1 Phasing Plan

The cover letter to this Amendment to the conditional use has a coordination plan with the current permitted work being done

Proposed New Construction Phasing:

Currently Marathon, LLC has the following building permits issued:
P-24-784 (Utility Plan for 16 home project);
P-23-1023 (To provide fire, water, and electric service to the Seaglass Flats parcel, and the three home area of the Marathon, LLC project just East of 107 Street Ocean;
P-24-785 Landscape permit for the 16-home project;
P-24-1094 Home permit lot 6;
P-24-1095 Home permit Lot 10; and
P-24-1096 Home permit Lot 5.

The above- mentioned work will continue, except for portions of the project that require changes if the Amendment to CUP-23-1 is approved.

Tentative Amendment to CUP-23-1 Revision Phasing Plan:

Complete infrastructure for all remaining homes;
Phase 1 underway;

The phasing for the remaining homes and storage facility is proposed to be:
Build homes 1,2,3,4,7,8, and 9;
Build homes 14,13,12, and 11;
Build homes 24,23,22,21,20, and 19;
Build homes 15,16,17, and 18; and
Build Story Facility.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-37**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA FOR A REQUEST FOR A CONDITIONAL USE PERMIT FOR MARATHON LLC FOR AN AMENDMENT TO A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE DEVELOPMENT OF A CLIMATE CONTROLLED STORAGE FACILITY AND TWENTY-FOUR (24) SINGLE FAMILY RESIDENTIAL UNITS CONSISTING OF FIVE (5) PARCELS LOCATED AT 765 107TH STREET OCEAN; WHICH IS LEGALLY DESCRIBED AS TOWNSHIP 66 RANGE 33 KEY VACCAS PART GOVERNMENT LOT 1 AND PART GOVERNMENT LOT 2 PART PARCEL 3 AND ADJACENT BAY BOTTOM SOUTH OF AND ADJACENT PART GOVERNMENT LOT 1 AND LOTS 1, 2, 3, & 4 OF SEAGLASS FLATS A PLAT OF LANDS LOCATED IN A PART OF GOVERNMENT LOT 1 SECTION 6 TOWNSHIP 66S RANGE 33E ON KEY VACA CITY OF MARATHON AS RECORDED IN PLAT BOOK AND PAGE 7-97, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 AND 00104251-000400. NEAREST MILE MARKER 53.

WHEREAS, A Conditional Use permit was approved on August 8, 2023, pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, Marathon LLC. (The “Applicant”) filed an Application on February 27, 2025, for an amended Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the Applicant has proposed the redevelopment of five (5) existing properties, such that twenty-four (24) single family residential units and a climate controlled storage facility will be constructed; and

WHEREAS, the City staff reviewed the Applicant’s request for a Conditional Use Permit determining that the Applicant’s project proposal is in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 21st day of April 2025, the Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearing”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 13th day of May 2025, the City Council (the “Council”) conducted a properly advertised public hearing (the “Public Hearing”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, the City Council made a determination that the Applicant’s request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City’s Comprehensive Plan and LDRs, is consistent with its policy to encourage the development of residential properties and redevelop commercial in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Council hereby approves Development Order 2025-1, a copy of which is attached hereto as Exhibit “A”, granting a Conditional Use Permit to Marathon LLC, Inc. subject to the Conditions imposed. The Director of Planning is authorized to sign the Development Order on behalf of the City.

Section 3. This Resolution shall take effect immediately upon execution.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steven Williams, City Attorney

**EXHIBIT “A”
CITY OF MARATHON, FLORIDA
CONDITIONAL USE
DEVELOPMENT ORDER # 2025-1**

A DEVELOPMENT ORDER APPROVING A REQUEST FOR AN AMENDED CONDITIONAL USE PERMIT FOR MARATHON LLC. PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE DEVELOPMENT OF A CLIMATE CONTROLLED STORAGE FACILITY AND TWENTY-FOUR (24) SINGLE FAMILY RESIDENTIAL UNITS CONSISTING OF FIVE (5) PARCELS LOCATED AT 765 107TH STREET OCEAN; WHICH IS LEGALLY DESCRIBED AS TOWNSHIP 66 RANGE 33 KEY VACCAS PART GOVERNMENT LOT 1 AND PART GOVERNMENT LOT 2 PART PARCEL 3 AND ADJACENT BAY BOTTOM SOUTH OF AND ADJACENT PART GOVERNMENT LOT 1 AND LOTS 1, 2, 3, & 4 OF SEAGLASS FLATS A PLAT OF LANDS LOCATED IN A PART OF GOVERNMENT LOT 1 SECTION 6 TOWNSHIP 66S RANGE 33E ON KEY VACA CITY OF MARATHON AS RECORDED IN PLAT BOOK AND PAGE 7-97, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 AND 00104251-000400. NEAREST MILE MARKER 53.

WHEREAS, A Conditional Use permit was approved on August 8, 2023 pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, Marathon LLC, Inc. (The “Applicant”) filed an Application on February 27, 2025 for an amended Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, said Marathon LLC. property located at 765 107th Street Ocean and Lots 1-4 107th Street Ocean (RE Nos. 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 & 00104251-000400) which formerly consisted of residential homes; and

WHEREAS, the Applicant proposed the redevelopment of five (5) existing properties, such that twenty-four (24) single family residential units and a climate controlled storage facility will be constructed; and

WHEREAS, the City staff reviewed the Applicant’s request for a Conditional Use Permit determining that the Applicant’s project proposal is in compliance with the City’s Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City’s Level of Service (LOS); and

WHEREAS, on the 21st day of April 2025, the Planning Commission (the “Commission”) conducted a properly advertised public hearing (the “Public Hearing”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 13th day of May 2025, the City Council (the “Council”) conducted a properly advertised public hearing (the “Public Hearing”) regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, the City Council made a determination that the Applicant’s request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the

City's Comprehensive Plan and LDRs, is consistent with its policy to encourage the development of residential properties and redevelop commercial in Marathon, and will further the health, safety, and welfare of the residents of Marathon; and

FINDINGS OF FACT:

1. The Applicant has proposed the redevelopment of five (5) existing properties, such that twenty-four (24) single family residential units and a climate controlled storage facility will be constructed (Site Plan Attached as Attachment 1).; and
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:
 - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
 - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
 - c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
 - d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
 - e. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:
 - 1) Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe;
 - 2) Off-street parking and loading areas where required, with particular attention to item 1 above;
 - 3) The noise, glare, or odor effects of the conditional use on surrounding properties;
 - 4) Refuse and service areas, with particular reference to location, screening, and Items 1 and 2 above;
 - 5) Utilities, with reference to location and availability;
 - 6) Screening and buffering with reference to type, dimensions and character;
 - 7) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
 - 8) Required yards and other open space;
 - 9) General compatibility with surrounding properties; and

CONDITIONS IMPOSED:

Granting approval of the Application is subject to the following conditions:

Conditions of Approval

1. All signs will be reviewed and approved for compliance with the City of Marathon LDR's.
2. Additional landscape canopy and buffering be placed per site plan.
3. A sewer flow estimate from an engineer will be required to reassess any additional impact.

4. The project exceeds 1 acre of development, and as such an FDEP general permit for NPEDS will be required.
5. Per the LDR, the stormwater criteria require retention of the runoff from a 25yr-72hr storm event. However, in lieu of these criteria, the minimum requirements will be the retention of 1 ½" of runoff for all residential lots and then runoff from 4 ½ inch rainfall event for the roads and commercial lot.
6. All runoff from the site shall be routed to the proposed retention swales. A detailed grading plan shall be required for review of construction plans.
7. Any native vegetation removed must be mitigated per Section 106.10.
8. Since the project is changing use, an FDOT access permit is required.
9. A written agreement or letter must be supplied to the City stating that sewer and other utilities will be provided to 799 106th Street with no loss of service.
10. All conditions of the Fire Marshal must be met prior to permit issuance.
11. All required parking spaces must be shown on the final site plan prior to permit issuance.
12. A final lighting plan must be submitted prior to permit issuance.
13. A final landscape plan must be submitted prior to permit issuance.
14. Dumpsters are to be screened per code.
15. A unity of title is required for the properties.
16. Staff require that upon planning review, if the redevelopment is found to have any effect on the Eastern Indigo Snake Habitat, then the prescribed protection measures must be undertaken, and the information posted on site.
17. The private yard area for rooftop balcony dwelling is provided by the roof or balconies of the structure.
18. The total area of the mixed-use or commercial apartments, including patios and access way shall not exceed the area covered by the ground floor and any covered walks or arcades.
19. Each unit shall have access to a balcony or patio that is separate from the access to the unit, provides adequate privacy and the size shall be two-tenths (2/10) of unit floor area or a minimum of 60 square feet in size.
20. The patio area may be wholly or partially replaced by the provision of a recreation yard provided on site. Recreational yards shall be a minimum one-tenth (1/10) of unit floor area.
21. The Applicant must obtain and transfer eleven (11) market rate housing units, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT.
22. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.
23. All construction of required streets and utilities shall be completed pursuant to this Section. Construction Guarantees shall be required pursuant to Sections 102.50 and 102.51 and shall provide that if the construction of the required improvements is not completed within two (2) years after approval of the final plat, the City may deem the applicant to be in default pursuant to Section 102.52 D.
24. Individual storage areas shall not exceed 400 square feet each.
25. Storage of boats, recreational vehicles and similar equipment may be allowed, subject to the following standards:
26. Storage shall occur only within a designated area, approved as part of the site plan.
27. Storage areas shall not exceed 50 percent of the lot area of the site.

28. Boats shall be stored on trailers with wheels.
29. Storage areas shall be completely screened from public rights-of-way or adjacent residential zoning districts, utilizing either the buildings associated with the storage facility or by an opaque masonry wall, or equivalent approved by the Director, a minimum of six (6) feet in height.
30. Site plan approved as amended with pervious pavers or asphalt.

VIOLATION OF CONDITIONS:

The applicant understands and acknowledges that it must comply with all of the terms and conditions herein, and all other applicable requirements of the City or other governmental agencies applicable to the use of the Property. In accordance with the Code, the Council may revoke this approval upon a determination that the Applicant or its successor or designee is in non-compliance with this Resolution or Code. Failure to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

CONCLUSIONS OF LAW:

Based upon the above Findings of Fact, the Council does hereby make the following Conclusions of Law:

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and
2. In rendering its decision, as reflected in this Resolution, the Council has:
 - (a) Accorded procedural due process;
 - (b) Observed the essential requirements of the law;
 - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use permit is hereby GRANTED subject to the conditions specified herein.

EFFECTIVE DATE:

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

Date

Brian Shea
Director of Planning

This Development Order was filed in the Office of the City Clerk of this ____ day of _____, 2025.

Diane Clavier, City Clerk

NOTICE

Under the authority of Section 102.79(c) of the City of Marathon Land Development Regulations, this development order shall become null and void with no further notice required by the City, unless a business license has been issued for the use or a complete building permit application for site preparation and building construction with revised plans as required herein is submitted to the City of Marathon Building Official within one (1) year from the date of conditional use approval, or the date when the Florida Commerce waives its appeal and all required certificates of occupancy are procured with three (3) years of the date of this development order is approved by the City Council.

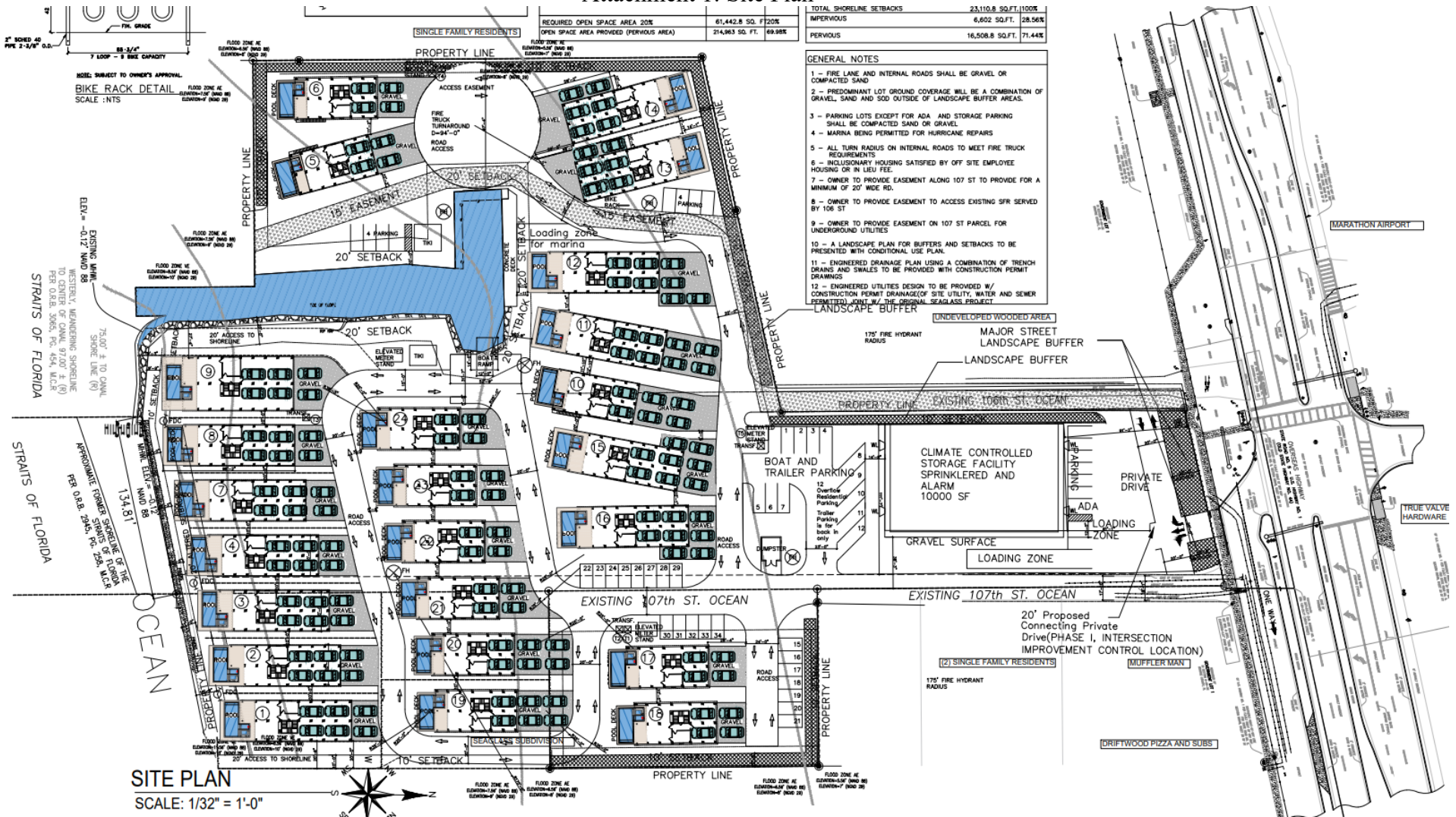
In addition, please be advised that this instrument shall not take effect for forty-five (45) days following the rendition to Florida Commerce. During that forty-five days, the Florida Commerce may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to Marathon LLC 108 Old House Point Cir, Yorktown, VA 23692 this ____ day of _____, 2025.

Diane Clavier, City Clerk

Attachment 1: Site Plan



**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-38**

CONSIDERATION OF A REQUEST FOR AN ANNULMENT OF A PLAT, FOR MARATHON LLC, PURSUANT TO CHAPTER 102, ARTICLE 10 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (“THE CODE”) ENTITLED “SUBDIVISION OF LAND/PLATS AND REPLATS” FOR THE ABANDONMENT OF SEAGLASS FLATS SUBDIVISION; A PLAT OF LANDS LOCATED IN A PART OF GOVERNMENT LOT 1 SECTION 6 TOWNSHIP 66S RANGE 33E ON KEY VACA CITY OF MARATHON AS RECORDED IN PLAT BOOK AND PAGE 7-97, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBERS 00104251-000100, 00104251-000200, 00104251-000300 AND 00104251-000400. NEAREST MILE MARKER 53.

WHEREAS, Marathon LLC has requested that the City of Marathon, Florida (the “City”), in accordance with Chapter 102, Article 10 of the Land Development Regulations (LDRs), to abandon the plat; and

WHEREAS, the City Council finds that the plat is not needed and may be abandoned without adversely affecting the public interest; and

WHEREAS, the plat lies wholly within the corporate boundaries of the City and the applicant owns all of the parcels listed by RE for abandonment; and

WHEREAS, on the 21st day of April 2025 the City of Marathon Planning Commission (the “Commission”) reviewed and recommended denial of the plat annulment with several conditions; and

WHEREAS, on the 13th day of May 2025, the City Council (the “Council”) reviewed the Applicant’s proposal finding that the plat annulment was compliant with the terms of Chapter 177, Florida Statutes and the Chapter 102, Article 10 of the City LDR’s; and

WHEREAS, due process was afforded to the parties, the essential requirements of law were adhered to and competent and substantial evidence was presented, the Council voted to annul the plats; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and they and all conditions required of Applicants are hereby incorporated as if fully stated herein.

Section 3. The City Clerk shall forward a certified copy this Resolution to the Applicant, who shall be responsible for all costs incurred in recording this instrument in the public records of Monroe County, Florida. The Applicant shall provide the City evidence of the recording of this Resolution within sixty (60) days of the effective date of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 13th day of May, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY
OF MARATHON, FLORIDA ONLY:**

Steven T. Williams, City Attorney



COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Attorney

Agenda Item: **Ordinance 2025-02**, Amending Chapter 18, Article 3 (“Abatement Of Criminal Nuisances”) By Deleting Sections 18-186, 18-187, 18-888, 18-189, And 18-190; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

This Ordinance deletes the provisions in the City of Marathon Code of Ordinances pertaining to a Nuisance Abatement Board due to the fact that the City has not recently used such a board. This Ordinance and the removal of the sections related to the Nuisance Abatement Board, does not restrict the right of any person to proceed against any public nuisance nor restrict the City Attorney from bringing a civil proceeding under Florida Statute Section 823.05.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-----------------------|--------------|-------|
| 1. Comprehensive Plan | _____ | _____ |
| 2. Other _____ | _____ | _____ |
| 3. Not Applicable | <u> X </u> | _____ |

FISCAL NOTE:

RECOMMENDATION:

Approval of Ordinance

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Marathon has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Marathon may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

Proposed Ordinance 2025-02 Abatement of Criminal Nuisances

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Marathon hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Ordinance 2025-02 amends Chapter 18, Article 3 titled "Abatement of Criminal Nuisances" of the City of Marathon Code of Ordinances by deleting six (6) sections related to the creation of a Nuisance Abatement Board and the duties and powers of same. The City has not recently used a Nuisance Abatement Board and there are other avenues to address nuisance claims contained in the Code of Ordinances. As such, this proposed ordinance removes moot provisions of the Code of Ordinances.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

Ordinance 2025-02 does not impose a direct compliance cost on businesses as the ordinance pertains to public nuisances and the avenues to address same.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

Ordinance 2025-02 does not impose a new charge or fee on businesses as the ordinance pertains to removing moot language having to do with public nuisances and a Nuisance Abatement Board.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

None.

- 3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

None.

4. Additional information the governing body determines may be useful (if any):

No additional information.

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

Sponsored By: Williams
City Council Public Hearing Date: April 8, 2025
May 13, 2025
Enactment Date: May 13, 2025

**CITY OF MARATHON, FLORIDA
ORDINANCE 2025-02**

AN ORDINANCE BY THE CITY OF MARATHON, FLORIDA, AMENDING CHAPTER 18, ARTICLE 3 (“ABATEMENT OF CRIMINAL NUISANCES”) BY DELETING SECTIONS 18-185, 18-186, 18-187, 18-888, 18-189, AND 18-190; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (“City”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes, and

WHEREAS, Chapter 166, *Florida Statutes*, grants the City broad municipal home rule powers to provide for the health, safety and welfare of its residents, business owners and visitors by enacting regulations for the protection of the public; and

WHEREAS, Section 893.138, *Florida Statutes*, grants the City the ability to establish a Nuisance Abatement Board, which was created through Ordinance 2008-28; and

WHEREAS, Chapter 18, Section 18-183 of the City of Marathon Code of Ordinances allows the City Attorney to sue the person or persons maintaining a nuisance, and the owner or agent of the building or ground on which the nuisance exists; and

WHEREAS, Chapter 18, Section 18-184 of the City of Marathon Code of Ordinances does not restrict the right of any person to proceed against any public nuisance; and

WHEREAS, the City has not recently used a Nuisance Abatement Board and, therefore, the City Council deems that the Sections of the Marathon Code of Ordinances pertaining to a Nuisance Abatement Board are moot.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THAT

~~Strikethrough~~ = deletion

Bold underline = addition

SECTION 1. The above recitals are true, correct, and incorporated herein by this reference.

SECTION 2. Chapter 18 of the Code of Ordinances, City of Marathon, Florida, is hereby amended to be read as follows:

Sec 18-183 Enjoining Of Nuisances

When any nuisance as defined in Fla. Stat. § 823.05 exists, the City Attorney may sue, in the name of the State on his relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.

Sec 18-184 Rights Preserved

This Division does not restrict the right of any person to proceed against any public nuisance under Fla. Stat. § 60.05.

~~Sec 18-185 Definitions~~

~~The following definitions shall apply in the interpretation and enforcement of this Article:~~

~~*Board* means the Nuisance Abatement Board of the City of Marathon.~~

~~*City Attorney* means the legal counselor for the City of Marathon or any Assistant City Attorney.~~

~~*Clerk* means the person appointed by the local governing body of the City of Marathon to perform the clerical duties necessary to carry out the activities of the Board.~~

~~*County* means Monroe County, Florida.~~

~~*Operator* means the tenant, lessee or person having control or possession of the premises.~~

~~*Public nuisance* means any place or premises within the City, which has been used on more than two (2) occasions within a six month period as; (i) the site of the unlawful sale or delivery of controlled substances as defined in Fla. Stat. ch. 893; (ii) the site of prostitution activity in violation of Fla. Stat. § 796.07; (iii) by a criminal street gang for the purpose of conducting a pattern of criminal street gang activity as defined by Fla. Stat. § 874.03; or (iv) the site of a violation of Fla. Stat. § 812.019; relating to dealing in stolen property.~~

~~Sec 18-186 Nuisance Abatement Board Established~~

~~There is hereby created and established a Nuisance Abatement Board (the "Board"), to hear evidence relating to the existence of criminal public nuisances on premises located in the City. The City Council shall sit as the Nuisance Abatement Board.~~

~~Sec 18-187 Complaint Review Procedures~~

- ~~(a) Any employee, officer or resident of the City may file a complaint with the Clerk regarding the existence of a public nuisance on premises located in the City.~~
- ~~(b) When the Clerk receives a complaint, the City Attorney shall review the complaint to determine if the complaint properly alleges that a public nuisance exists on the premises. If the City Attorney determines that the complaint properly alleges that a public nuisance exists on the premises, the Clerk shall promptly request a hearing before the Board.~~
- ~~(c) The Board, through its Clerk, shall schedule a hearing, and written notice of the hearing shall be sent to the owner and operator(s) of the premises complained of, at their last known addresses at least five (5) days prior to the scheduled hearing.~~
- ~~(d) The notice of hearing shall include:~~
 - ~~(1) A statement of the time, place and nature of the hearing;~~
 - ~~(2) A statement of the legal authority and jurisdiction under which the hearing is to be held;~~
 - ~~(3) A reference to the particular sections of the statutes and ordinances involved; and~~
 - ~~(4) A short and plain statement summarizing the nuisance complaint.~~

~~Sec 18-188 Conduct Of Hearings~~

- ~~(a) The Chairman of the Board may call hearings of the Board. Hearings may also be called by written notice signed by at least three (3) members of the Board. The Board, at a hearing, may set a future hearing date. The Board shall attempt to convene no less frequently than once every month, but may meet more or less often as the demand necessitates. The Board shall adopt rules for the conduct of its hearings. Minutes shall be kept of all hearings, and all hearings shall be open to the public. The Board shall have the power to subpoena owners, operators, witnesses and evidence to hearings. The City shall provide clerical and administrative personnel as may be reasonably required for the proper performance of the Board's duties.~~
- ~~(b) The City Attorney shall present cases before the Board. All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination, to submit rebuttal evidence, and to be represented by counsel. When appropriate, the public may be given an opportunity to present oral or written communications. The Board may consider any evidence, including evidence of the general reputation of the place or premises. All testimony shall be under oath and shall be recorded. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Orders of the Board shall be based on competent and substantial evidence, and any finding that a nuisance exists must be based on a "preponderance of the evidence" standard.~~
- ~~(c) The concurring votes of at least four (4) Board members are required in order to approve any Board order concerning the abatement of a public nuisance.~~
- ~~(d) After considering all evidence, the Board may declare the place or premises to be a public nuisance and may enter an order as follows:~~

- ~~(1) Immediately prohibiting the maintaining of the nuisance;~~
- ~~(2) Immediately prohibiting the operating or maintaining of the place or premises including the closure of the place or premises or any part thereof;~~
- ~~(3) Immediately prohibiting the conduct, operation or maintenance of any business or activity on the premises which is conducive to such nuisance; or~~
- ~~(4) Requiring the owner of such place or premises declared to be a public nuisance to adopt such procedure as may be appropriate under the circumstances to abate any such nuisance.~~
- ~~(e) An order entered under Subsection (d) shall expire after one (1) year, or at such earlier time as stated in the order. The Board may retain jurisdiction to modify its orders prior to the expiration of the orders.~~
- ~~(f) In the event that orders of the Board expire and/or are not complied with, or are for any reason ineffective, the Board may then bring a complaint under Fla. Stat. § 60.05, seeking temporary and permanent injunctive relief against any public nuisance described.~~
- ~~(g) A certified copy of a Board order may be recorded in the public records of the County and shall constitute notice to any subsequent purchasers, successors in interest or assigns if the violation concerns real property and the finding therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest or assigns. If an order is recorded in the public records of the County pursuant to this Subsection and the order is complied with by the date specified in the order, the Board shall issue an order acknowledging compliance that shall be recorded in the public records of the County.~~
- ~~(h) The Board, upon notification by the City that an order of the Board has not been complied with by the set time or, upon finding, of a public nuisance, may order the violator to pay a fine in an amount specified in this Section for each day the violation continues past the date set by the Board for compliance. In the case of a recurring public nuisance, for each date a recurring public nuisance continues beginning with the date the recurring public nuisance is found to have occurred by the City. A fine imposed pursuant to this Section shall not exceed \$250.00 per day for the violation and shall not exceed \$500.00 per day for a recurring public nuisance.~~
- ~~(i) A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the property upon which the violation exists. A lien arising from a fine imposed pursuant to this Section runs in favor of the City and the City may execute a satisfaction or release of lien entered pursuant to this Section. The City shall be entitled to collect all costs incurred, including reasonable Attorney fees, in the recording of, the filing of a satisfaction of and foreclosure of a valid lien. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the Sheriffs of this State, including levy against the personal property, but shall not be deemed to be a court judgment expect for enforcement purposes.~~
- ~~(j) After three (3) months from the filing of any lien which remains unpaid, the Nuisance Abatement Board may authorize the City Attorney to foreclose upon the lien. No lien~~

~~created pursuant to the provisions of this Chapter may be foreclosed on real property which is a "homestead" under Article X, Section 4 of the State Constitution.~~
~~(k) If the City prevails in prosecuting a case before the Board, it shall be entitled to recover all costs, including reasonable Attorney's fees, incurred in investigating and prosecuting the case at hearings before the Board or on appeal.~~

~~Sec 18-189 Appeals~~

~~Any aggrieved party may appeal a final decision of the Nuisance Abatement Board to the Circuit Court of Monroe County, Florida. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the Board. An appeal shall be filed within 30 days of the date of the Board decision appealed from.~~

~~Sec 18-190 Remedies~~

~~This Article does not restrict the right of any person to proceed under Fla. Stat. § 60.05, or similar law against any public nuisance.~~

SECTION 3. Any provisions of the Code of Ordinances of the City of Marathon, Florida or Ordinances or parts of Ordinances that are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. It is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 6. This Ordinance shall become effective immediately upon approval.

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 13th DAY OF MAY, 2025.**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

Steven Williams, City Attorney



CITY COUNCIL AGENDA STATEMENT

Meeting Date: May 13th, 2025

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director & James Muro, Fire Chief

Through: George Garrett, City Manager

Agenda Item: **Ordinance 2025-03;** Amending Chapter 15 Fire Prevention Article 1 In General, Amending Section 15-6 Entitled Chickees And Tikis, Amending Section 15-7 Entitled Penalty, Amending Sections 15-8 Through 15-26 Entitled Reserved; Of The City Of Marathon Code Of Ordinances; Amending Chapter 110 Definitions Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:

The proposed ordinance amends the Fire Prevention code in the code of ordinances, and the definitions section in the land development regulations.

Purpose of Proposed Amendment:

The purpose of the amendment is to codify permit conditions standards and avoid confusion between tikis and chickees and their permit requirements.

AUTHORITY

Section 102.26. Planning Commission Recommendation.

A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.

B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:

1. The need and justification for the change;
2. The consistency of the proposed amendment with the Comprehensive Plan; and

3. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.
- C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:
1. Approved as proposed;
 2. Approved with amendments proposed by the PC; or
 3. Denied

Section 102.27. - Hearing(s) by Council.

- A. The decision to process a text amendment is within the sole discretion of the Council.
- B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

Section 102.26(B) of the Land Development Regulations requires that the following standards and criteria be considered for any proposed text amendment. Each criteria and explanation of relevance to this proposed amendment are listed below:

A. The need and justification for the change;

Section 15-29 entitled “Duty To Investigate And Make Recommendations” establishes that it shall be the duty of the Fire Chief or designee to investigate and to recommend to the City Council such additional ordinances or amendments to existing ordinances as he may deem necessary for safeguarding life and property against fire. Additionally, Section 15-28 states that it shall be the duty of the Fire Chief or designee to enforce all laws and ordinances of the City, covering the prevention of fires. The 5’ setback for tiki and chickee structures was set by a previous fire marshal as a policy. This has been consistently applied to the structures obtaining permits as permit conditions. The adoption of the ordinance codifies the policy that has been in place.

B. The consistency of the proposed amendment with the Comprehensive Plan; and

The Comprehensive Plan is silent on the issue of fire prevention as it relates to the powers and duties of the Fire Marsal and Fire Chief.

C. Whether regulations change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

The proposed text amendments further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan by code consistency. It provides clarity that both tikis and chickees must meet the same fire requirements. It allows for consistent definition, including the definition of a chickee as previously defined in the floodplain management LDR section. It also allows for smart development that by preventing the spread of fire risk, reduces the potential draw on City services to combat fires.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenants of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL.

Planning Commission recommends approval (2-1).

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Marathon has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Marathon may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

An Ordinance Of The City Of Marathon, Florida; Amending Chapter 15 Fire Prevention Article 1 In General, Amending Section 15-6 Entitled Chickees And Tikis, Amending Section 15-7 Entitled Penalty, Amending Sections 15-8 Through 15-26 Entitled Reserved; Of The City Of Marathon Code Of Ordinances; Amending Chapter 110 Definitions Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s.163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Marathon hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Section 15-29 entitled "Duty To Investigate And Make Recommendations" establishes that it shall be the duty of the Fire Chief or designee to investigate and to recommend to the City Council such additional ordinances or amendments to existing ordinances as he may deem necessary for safeguarding life and property against fire. Additionally, Section 15-28 states that it shall be the duty of the Fire Chief or designee to enforce all laws and ordinances of the City, covering the prevention of fires. The 5' setback for tiki and chickee structures was set by a previous fire marshal as a policy. This has been consistently applied to the structures obtaining permits as permit conditions. The adoption of the ordinance codifies the policy that has been in place.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

As this is codifying existing policy and forms, no new compliance costs are expected.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

There is no new charge or fee associated with this ordinance as it is codifying existing policy and forms.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

No additional regulatory costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Five specialty tiki contractors, and any registered general contractor.

4. Additional information the governing body determines may be useful (if any):

The proposed amendments further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan by code consistency. It provides clarity that both tikis and chickees must meet the same fire requirements. It allows for consistent definition, including the definition of a chickee as previously defined in the floodplain management LDR section. It also allows for smart development that by preventing the spread of fire risk, reduces the potential draw on City services to combat fires.

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

Sponsored By: Muro
Public Hearing Dates: April 15, 2025
May 13, 2025
June 10, 2025
Enactment Date: June 10, 2025

**CITY OF MARATHON, FLORIDA
ORDINANCE 2025-03**

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA; AMENDING CHAPTER 15 FIRE PREVENTION ARTICLE 1 IN GENERAL, AMENDING SECTION 15-6 ENTITLED CHICKEES AND TIKIS, AMENDING SECTION 15-7 ENTITLED PENALTY, AMENDING SECTIONS 15-8 THROUGH 15-26 ENTITLED RESERVED; OF THE CITY OF MARATHON CODE OF ORDINANCES; AMENDING CHAPTER 110 DEFINITIONS ARTICLE 3 ENTITLED DEFINED TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE DEPARTMENT OF COMMERCE AFTER FINAL ADOPTION BY THE CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulations Act, Chapter 163, *Florida Statutes*, provides for comprehensive plan implementation through the enactment of certain ordinances; and

WHEREAS, the City of Marathon is located within an Area of Critical State Concern, pursuant to Sections 380.05 and 380.0552, *Florida Statutes*; and

WHEREAS, Florida Keys' Local Governments have adopted state-mandated Comprehensive Plans and Land Development Regulations pursuant to both Chapters 163 and 380.055, *Florida Statutes*, which have been approved by the State, as required by law; and

WHEREAS, the City of Marathon ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, *Florida Statutes*; and

WHEREAS, it is the intent of the City Council to safeguard both life and property against fire; and

WHEREAS, The City Council intends to adopt the language and further the policies of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THAT

~~Strikethrough~~ = deletion

Bold underline = addition

SECTION 1. The above recitals are true, correct, and incorporated herein by this reference.

SECTION 2. Chapter 15, Article 11, and Chapter 110, Article 3 are hereby amended and adopted as attached in Exhibit A.

SECTION 3. Any provisions of the Code of Ordinances of the City of Marathon, Florida or Ordinances or parts of Ordinances that are in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this Ordinance, but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the “Ordinance” shall be changed to “Section” or other appropriate word.

SECTION 6. This Ordinance shall become effective immediately upon approval.

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA,
THIS 10TH DAY OF JUNE, 2025.**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY
OF MARATHON, FLORIDA ONLY:**

Steven Williams, City Attorney

Chapter 15 "Fire Prevention" Article 1 "In General"

Sec 15-6 Chickees And Tikis

- (a) All Chickees and Tikis shall be setback five (5) feet from any improved structure. In measuring setbacks, the horizontal distance between the dripline and the further most projection of the improved structure shall be used.
- (b) All Chickees and Tikis must be constructed with a fire-retardant coating:
 - a. The fire-retardant coatings such as paints and other surface coatings used to reduce certain burning characteristics of building materials such as exterior and interior combustible finish materials for a minimum of two years must be certified on a form as approved by the Fire Chief.
 - b. Fire-retardant coatings shall possess the desired degree of permanency and shall be maintained so as to retain the effectiveness of the treatment under the service conditions encountered in actual use. (The two years permanency and endurance requirement shall not be allowed to expire.)
 - c. Fire-retardant coatings shall remain stable and adhere to the material under all atmospheric conditions to which the material is exposed.
 - d. Fire-retardant coatings shall be applied in accordance with the manufacturer's directions and the application shall be certified by the applicator as being in conformance with the manufacturer's directions for application.
 - e. The fire-retardant coating shall not be coated over with any material unless both the fire-retardant coating and the overcoat have been tested as a system and are found to meet the requirements of a fire-retardant coating.
 - f. Fire-retardant coatings subjected to sustained humidity and exposure to the weather shall be tested by NFPA 255, ASTM E 84, UL 723 or ASTM D 2898, whichever is applicable.

Sec 15-~~7~~6 Penalty

- (a) The City may enforce the provisions of this chapter by any lawful means including, but not limited to, in accordance with Section 1-7 of the Marathon Code, Chapter 10 of the Marathon Code, or Chapter 109, Article II of the Land Development Regulations.

Secs 15-~~8~~7--15-26 (Reserved)

Chapter 110 "Definitions" Article 3 "Defined terms":

Chickee. Chickees are constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. The term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

Tiki. The term "tiki" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that may incorporate any electrical, plumbing, or other non-wood features.



CITY COUNCIL AGENDA STATEMENT

Meeting Date: May 13th, 2025

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director & James Muro, Fire Chief

Through: George Garrett, City Manager

Agenda Item: **Ordinance 2025-04**, Amending Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms Or More)” As Defined Therein; Amending Chapter 110 Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:

Single-family residential structures which exceed six (6) bedrooms in number have a greater impact on the community than a more typical residence of six (6) or less bedrooms. Therefore, the City wishes to amend the permission of such structures in the wider context of a Conditional Use Permit review and approval. Particularly, the City needs to understand the greater impacts of the size of the property in question, the parking requirements, the traffic impacts, and the impacts on infrastructure such as water, sewer, electricity, and solid waste. We also need to understand the impacts of larger residential development and the larger number of individuals likely to reside there, on the community character of surrounding neighborhoods.

Purpose of Proposed Amendment:

To modify the Land Development Regulations that require that proposed residential development which has more than six (6) bedrooms must be approved through a Conditional Use Permit review and approval.

Particularly, the City is requesting to change, Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms or More)” and to change Chapter 110, “Defined Terms,” to modify or add necessary terms related to a change requiring Conditional Use permit approval.

AUTHORITY

Section 102.26. Planning Commission Recommendation.

- A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.
- B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:
1. The need and justification for the change;
 2. The consistency of the proposed amendment with the Comprehensive Plan; and
 3. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.
- C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:
1. Approved as proposed;
 2. Approved with amendments proposed by the PC; or
 3. Denied

Section 102.27. - Hearing(s) by Council.

- A. The decision to process a text amendment is within the sole discretion of the Council.
- B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

Section 102.26(B) of the Land Development Regulations requires that the following standards and criteria be considered for any proposed text amendment. Each criteria and explanation of relevance to this proposed amendment are listed below:

A. The need and justification for the change;

Council approved a moratorium to address the changes needed to this ordinance based upon previous applications being submitted that did not meet the community character criteria as part of the conditional use review. Staff was given some direction to create a framework for this criteria.

B. The consistency of the proposed amendment with the Comprehensive Plan; and

The proposed amendment does not change any of the basic purposes of the Comprehensive Plan. This proposal aims to provide more detail to the requirements for proposed developments which request single-family residences of greater than six (6) bedrooms.

C. Whether regulations change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

The proposed regulations do further the basic goals and premises outlined in the introduction to the City's Comprehensive Plan as follows:

“With the knowledge that the City needs redevelopment and new development to provide the necessary improvements to guarantee the residents of the City a clean, healthy environment and a sound economy in which to live and enjoy their families, it is the desire and intent of the City through the GOALS, OBJECTIVES AND POLICIES OF THE ADOPTED COMPREHENSIVE PLAN AND LAND DEVELOPMENT REGULATIONS IMPLEMENTING THE PLAN TO PROTECT OUR CHARACTER, ENVIRONMENT AND VIABILITY THROUGH:

- Protection of the small-town family feel of the community
- Continued utilization of the established mixed-use pattern of the community
- Protection of the heritage of the commercial fishing industry
- Acknowledgement and protection of a character that is unique to the Keys
- Protection of existing and increased affordable housing opportunities
- Implementation of effective surface water management strategies
- Systematic removal of failing and inadequate on-site wastewater disposal systems
- Maintenance and management of central wastewater and stormwater facilities
- Protection and enhancement of sensitive upland, wetland, and submerged land habitat
- Protection for the existing uses, densities, and intensities
- Providing new investment and reinvestment opportunities
- Ensuring new development and redevelopment protects the environment
- Ensuring new and redevelopment compliments and enhances community character
- Implementation of thoughtful, managed growth.”

Additionally, language is being added that references back to sections that pertain to wastewater flows and assessments ensuring compliance, without removing the ability to enforce existing standards. Excerpts of the appropriate code sections are provided below.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenants of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL.

Planning Commission recommended approval (3-0) with direction for aiming towards smaller, and provided additional language options.

Table 103.15.1

Uses by Zoning District

| ZONING DISTRICT | RM | RM-1 | RM-2 | RH |
|--|----|------|------|----|
| Single-family dwellings (6 Bedrooms or less) | P | P | P | P |
| Single-family dwellings (7 Bedrooms or more) | C | C | C | C |

Table 103.15.2

DENSITY, INTENSITY AND DIMENSIONS FOR ZONING DISTRICTS

| | RH | RM | RM-1 | RM-2 |
|--|-------|-------|--------|-------|
| Market Rate (maximum) | 8 | 5 | 4 | 5 |
| Min lot area per unit (square feet) | | | | |
| Market Rate | 5,445 | 8,712 | 10,000 | 8,712 |

Sec 34-31 Right To Refuse Service

The City may refuse to extend wastewater service to any person on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the City, applying sound engineering principles, will cause the proposed service extension not to be of benefit to the City. No payment of costs, submittal of an application or other act to receive wastewater service will guarantee that such service will be made available.

Sec 34-41 Extension of Wastewater Facilities on Request

- (a) An owner seeking to obtain a commitment for wastewater service from the City for new development or re-development of an existing property that may require the installation or extension of wastewater facilities must identify system capacity needs for, or must have previously identified the number of EDUs corresponding to, the anticipated requirements of the project. The owner must complete and provide the City sufficient information for the City to determine whether extension of wastewater facilities to the new development or re-development is practicable and in the City's best interest.
-

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Marathon has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Marathon may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

An Ordinance Of The City Of Marathon, Florida, Amending Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms Or More)” As Defined Therein; Amending Chapter 110 Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s.163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
 - ☐ Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Marathon hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

Conditional uses are uses which, because of their character, size and potential impacts, may or may not be appropriate in particular zoning districts. The conditional use requirement is intended to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district.

Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety or welfare of the community or a violation of any provision of the City Code, state law, rule or regulation. By amending the requirements for single family dwelling units exceeding 6 bedrooms, the ordinance furthers those protections.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

This ordinance amends specific conditional use requirements, that would already need to be paid for as part of the conditional use. No additional direct costs are proposed.

- (b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

There is no new charge or fee associated with this ordinance as it is amending existing specific use requirements for a conditional use.

- (c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

No additional regulatory costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

Any registered certified general contractor or certified residential contractor looking to build a new single-family residence or addition to a single family residence under the existing ordinance would still meet the same requirements under the amended ordinance.

4. Additional information the governing body determines may be useful (if any):

Single Family Residences are not a business and therefore have little impact on businesses except those contractors as noted above.

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

Sponsored by: Garrett
Public Hearing Dates: April 15, 2025
May 13, 2025
June 10, 2025
Enactment Date: June 10, 2025

CITY OF MARATHON, FLORIDA
ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING CHAPTER 104, ARTICLE 1, SECTION 104.51.1 “SINGLE-FAMILY DWELLINGS (7 BEDROOMS OR MORE)” AS DEFINED THEREIN; AMENDING CHAPTER 110 ARTICLE 3 ENTITLED DEFINED TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE DEPARTMENT OF COMMERCE AFTER FINAL ADOPTION BY THE CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes, provides for comprehensive plan implementation through the enactment of certain ordinances; and

WHEREAS, the City of Marathon is located within an Area of Critical State Concern (ACSC), pursuant to Sections 380.05 and 380.0552, Florida Statutes, hereinafter referred to the “Keys ACSCs”; and

WHEREAS, Keys’ Local Governments have adopted state-mandated Comprehensive Plans and Land Development Regulations pursuant to both Chapters 163 and 380.055, Florida Statutes, which have been approved by the State, as required by law, and;

WHEREAS, Chapter 166, *Florida Statutes*, grants the City of Marathon (the “City”) broad municipal home rule powers to provide for the health, safety and welfare of its residents, business owners and visitors by enacting business regulations for the protection of the public; and

WHEREAS, the purpose of the proposed Ordinance is to manage growth and development in residential neighborhoods and zoning categories when large single family residential development are proposed (greater than six (6) bedrooms), thus requiring a Conditional Use Permit review and approval,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

SECTION 1. The above recitals are true, correct, and incorporated herein by this reference.

SECTION 2. Amend Chapter 104, Article 1, “General Provisions,” to amend Section 104.51.1, “Single-family dwellings (7 Bedrooms or more) as shown in Exhibit A

SECTION 3. Chapter 110 “Definitions” Article 3 Entitled “Defined Terms” as shown in Exhibit B.

SECTION 4. The Provisions of the Code of Ordinances, City of Marathon, Florida and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 5. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. It is the intention of the City Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

SECTION 7. The provisions of this Ordinance constitute a “land development regulation” as state law defines that term. Accordingly, the City Clerk is authorized and directed to forward a copy of this Ordinance to the State Department of Commerce for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 11. This Ordinance shall be effective immediately upon approval by the State Department of Commerce pursuant to Chapter 380, Florida Statutes.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF JUNE, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

ARTICLE 110-3 DEFINED TERMS

Bedroom. A room generally intended for sleeping in, typically for one or two individuals and perhaps a small child. A bedroom typically is defined on the basis of the following conditions, but may vary:

1. Doors: Typically contains at least one door for entry, though may not have a door in open living plans
2. Minimum square footage: 60 to 70 square feet.
3. Minimum horizontal footage: A minimum of at least seven (7) feet in any horizontal direction.
4. Two means of egress: There have to be two ways out of a bedroom.
5. Minimum ceiling height: At least half of the bedroom ceiling has to be at least seven (7) feet tall and meet the Florida Building Code (FBC).
6. Minimum window size: The window opening must be a minimum size, usually five and seven-tenths (5.7) square feet and must meet the Florida Building Code (FBC).
7. A heating/cooling element.
8. May have a closet, an associated bathroom, small refrigerator, and/or a microwave.

For the sake of calculating the number of bedrooms, the City may count an office, den, game/recreation room, alcove, or similar room or semi-enclosed space as a bedroom dependent on the apparent purpose and use for the space. [The City shall require a deed restriction documenting any additional office, den, game/recreation room, alcove, or similar room or semi-enclosed space intended to not be counted in the overall bedroom count.](#)

Dwelling Unit (Single-family residence). A single unit providing complete and independent living facilities for one (1) or more persons including permanent provisions for living, sleeping, cooking and sanitation. The term is applicable to both permanent or rental residential development and living.

Dwelling units with seven (7) or more bedrooms are subject to Conditional Use Permit review and approval (see Chapter 104, Article 13). Dwelling units with seven (7) or more bedrooms shall not be set up in the fashion of a hotel or motel, so defined herein, to

provide common area facilities for reservations, cleaning services, site management, and reception. [The City shall require a deed restriction documenting the approved number of bedrooms, and any office, den, game/recreation room, alcove, or similar room or semi-enclosed space.](#)

For the purposes of calculation within the Building Permit Allocation System (BPAS), any Dwelling Unit or Single-family Residence which supports more than one complete kitchen shall be considered a Duplex (at least), must meet the minimum residential density requirements, and shall be required to obtain one (1) additional Residential allocation for each additional kitchen.

[Sec 104.51.1] Single-Family Dwellings (7 Bedrooms Or More)

The approval of Single-family dwellings (Seven (7) Bedrooms or more) requires a Conditional Use Permit review and approval pursuant to Chapter 102, Article 13 of the Land Development Regulations.

Single-family residential structures which include seven (7) or more bedrooms in number have a greater impact on the community than a more typical residence of six (6) bedrooms or less. Therefore, the City requires that the permission of such structures be considered in the wider context of a Conditional Use Permit. Particularly, the City must understand at a minimum, the greater impacts of the project related to the size of the property in question, the parking requirements, the traffic impacts, and the impacts on infrastructure such as water, sewer, electricity, and solid waste. However, as noted in the application submittal requirements below, other considerations and additional review areas may be considered and additional information may be requested.

SPECIFIC APPLICATION REQUIREMENTS
CONDITIONAL USE PERMITS

These requirements are to be met in addition to those requirements of Chapter 102, Article 13, Section 102.75. The Planning Department may require additional drawings, specifications or information in order to complete the review of the application.

1. *Wastewater Flow Calculations.*

- a. Residences with six (6) ~~six~~ bedrooms or less will be assumed to equate to one (1) Equivalent Dwelling Unit (EDU) at 167 gallons per day. System development and connection charges, as well as monthly base and flow charges will accrue and be billed as a single-family residence. [Nothing in this section shall preclude the City's ability to review EDU assessments and extensions of wastewater facilities requests for residences of six \(6\) bedrooms or less under section 34-41. Nor shall the City's right to refuse service under Section 34-31 be abrogated.](#)
- b. Residences with seven (7) bedrooms or more will be assessed based on a calculation of average wastewater flows developed and provided by a qualified wastewater engineer [or architect, in compliance with Florida Department of Health \(FDOH\) requirements as set forth in Rule Chapter 62-6 of the Florida Administrative Code.](#) Such wastewater flow will be calculated into the one-time System Development and Connection charges and be billed accordingly. [Nothing in this section shall preclude the City's ability to review EDU assessments and extensions of wastewater facilities requests for](#)

residences of seven (7) bedrooms or more under section 34-41. Nor shall the City's right to refuse service under Section 34-31 be abrogated.

2. *Parking space needs analysis.* The City will require a minimum of one (1) parking space per bedroom unless otherwise justified and validated by the Conditional Use Permit applicant.
3. A Traffic Study prepared by a licensed traffic engineer.
4. *Community Character Criteria (Use).*
 - a. An applicant who wishes to have a residence with seven (7) bedrooms or more will be reviewed based on a strict mathematical averaging of the actual bedroom counts of all properties within 500 feet of the property on the same street and within 250 feet on parallel streets. The distances noted (e.g., 500 feet and 250 feet) are flexible based on the actual location on the street of the property subject to conditional use and the meander of that street.
 - b. Alternatively, an applicant who wishes to have a residence with seven (7) bedrooms or more will be reviewed based on a strict mathematical averaging of the actual bedroom counts of all properties within the platted subdivision.
 - c. The bedroom count allowed shall be proportional to the community character average plus [one (1) bedroom, two (2) bedrooms, or three (3) bedrooms]. For the purposes of bedroom averages, the number shall always be rounded [up to a whole number, down to a whole number, or to the nearest whole number].
 - d. In the event a property can be assessed under both section a and b above, the average shall be used on the lesser of the two assessments.
 - e. The total square footage of the unit shall not exceed [Value] square feet.
5. *Community Character Criteria (Zoning).*
 - a. A site seeking conditional use approval for a residence with seven (7) bedrooms or more must have an upland area equivalent to [one and a half times (1.5x), two times (2x), two and a half times (2.5x), three times (3x)] the density of a market rate unit for the zoning of that site as established in Table 103.15.2.

- a. A site seeking conditional use approval for a residence with seven (7) bedrooms or more must have excess upland area equivalent to twenty percent (20%), twenty-five percent (25%), thirty percent (30%), fifty percent (50%) the density of a market rate unit for the zoning of that site as established in Table 103.15.2.
- b. For the purposes of this calculation, if multiple residences are on site, those densities will be subtracted from the overall upland area prior to calculations. If multiple residences on a site seek conditional use approval, the calculation in 5.a. above will be assessed for each unit.
- c. A deed restriction must be filed documenting the square footage of density being extinguished on site as part of the Conditional Use approval.

COUNCIL AGENDA STATEMENT



Meeting Date May 13, 2025

To: Honorable Mayor and City Council

From: Carlos A. Solis, P.E., Director of Public Works & Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-39**, Approval Of The Turf And Landscape Maintenance Agreement With FDOT For The Maintenance Of The US 1 Corridor Within The City Of Marathon; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City currently maintains all the medians and installed landscape areas along the US 1 corridor within the City limits. FDOT maintains all other areas, however, their maintenance standards in comparison to the City's maintenance activity in the corridor vary significantly, resulting in an imbalance of the appearance between the areas maintained by the City, and those maintained by FDOT. Staff has been directed to negotiate an agreement with FDOT to take over the entire corridor so as to maintain a better appearance along the corridor, which in essence is our Main Street. The attached agreement outlines the maintenance responsibilities, and the compensation from FDOT to the City of \$53,000/year for such activities. City staff is prepared to take on this responsibility beginning July 1, and have budgeted for the personnel and operations cost.

CONSISTENCY CHECKLIST:

| | Yes | No |
|------------------------|-------|-------|
| 1. Comprehensive Plan | _____ | _____ |
| 2. Other _____ | _____ | _____ |
| 3. Not applicable_____ | _____ | _____ |

FISCAL NOTE:

The adopted FY25 Street Maintenance Fund Budget includes appropriations for this agreement from July 1st – September 30, 2025.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-39**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH FDOT FOR THE MAINTENANCE OF THE US 1 CORRIDOR WITHIN THE CITY OF MARATHON; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT (Florida Department of Transportation) (the “DEPARTMENT”) has jurisdiction and maintains State Road 5/US-1 /Overseas Highway within the FDOT right of way from the Seven Mile Bridge to the West end of Tom’s Harbor Bridge Channel (Bridge # 900100) in the City of Marathon in (the “LOCAL GOVERNMENT”); and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as (the ‘PROJECT’), and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 455231-1-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit “A” – Scope of Services, and in accordance with the provisions of Exhibit “B” – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to Section 339.08(e), 335.055 and 339.12, Florida Statutes (F.S.);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The Contract between the LOCAL GOVERNMENT and the DEPARTMENT

for Project, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF MAY, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

**TURF AND LANDSCAPE MAINTENANCE
DEPARTMENT FUNDED AGREEMENT
BETWEEN THE
FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF MARATHON**

This Agreement, is made and entered into this _____ day of _____, 20__, by and between the State of Florida Department of Transportation, a component agency of the State of Florida, hereinafter referred to as the ‘DEPARTMENT’, and City of Marathon, a municipal corporation of the State of Florida, hereinafter referred to as the ‘LOCAL GOVERNMENT’.

RECITALS:

WHEREAS, the DEPARTMENT has jurisdiction and maintains State Road 5/US-1 /Overseas Highway within the FDOT right of way from the Seven Mile Bridge to the west end of Tom’s Harbor Bridge Channel (Bridge # 900100) in the City of Marathon in the LOCAL GOVERNMENT; and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as the ‘PROJECT’, and

WHEREAS, the LOCAL GOVERNMENT recognizes that the State Right-of-Way contains turf and landscape, which requires ongoing maintenance; and

WHEREAS, the DEPARTMENT has programmed funding for the PROJECT under Financial Project Number 455231-1-78-01, and has agreed to compensate the LOCAL GOVERNMENT for turf and landscape maintenance services as further described in Exhibit “A” – Scope of Services, and in accordance with the provisions of Exhibit “B” – Financial Summary, which exhibits are attached hereto, and incorporated by reference; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the LOCAL GOVERNMENT is aware this Agreement will supplement all maintenance requirements between the DEPARTMENT and the LOCAL GOVERNMENT for all previously executed Permits and Agreements; and

WHEREAS, the parties are authorized to enter into this Agreement pursuant to **Section 339.08(e), 335.055 and 339.12, Florida Statutes (F.S.);**

NOW, THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. INCORPORATION OF RECITALS

The foregoing recitals are true and correct and are incorporated into the body of this Agreement, as if fully set forth herein.

2. GENERAL REQUIREMENTS AND OBLIGATIONS OF THE PARTIES

- a. The LOCAL GOVERNMENT has submitted this Agreement to its LOCAL GOVERNMENT Council/Commission for ratification or approval by resolution. A copy of said approval resolution is attached hereto as “Exhibit “D” - Local Government’s Resolution”, and is herein incorporated by reference.
- b. The LOCAL GOVERNMENT shall not commence the PROJECT until issuance of a written notice to proceed by the DEPARTMENT, and the DEPARTMENT shall not compensate the LOCAL GOVERNMENT for any PROJECT work undertaken prior to the date of the Notice to Proceed.
- c. The LOCAL GOVERNMENT shall be responsible for the maintenance of all areas that have turf and landscape within the DEPARTMENT’s right-of-way (the project limits) as described in Exhibit “A”.
- d. The LOCAL GOVERNMENT shall be responsible for performing the required maintenance within the project limits with the minimum frequencies stipulated in Exhibit “A”.
- e. All turf and landscape maintenance shall be in accordance with the latest edition of the State of Florida “Guide for Roadside Mowing” and the latest edition of the “Maintenance Rating Program”, and Index 546 of the latest FDOT Design Standards.
- f. Before the LOCAL GOVERNMENT starts the work, the DEPARTMENT shall be notified, via fax or e-mail. The fax or e-mail shall be sent to the attention of the South Miami-Dade Maintenance Engineer, Brian K. Jimmerson, P.E. at (305)640-7277 or Brian.Jimmerson@dot.state.fl.us
- g. The LOCAL GOVERNMENT shall not be responsible for the clean-up, removal and disposal of debris from the DEPARTMENT’s right of way following a natural disaster (i.e. hurricane, tornados, etc.). However, the cost of any cycle or part thereof impaired by any such event may be deducted from the DEPARTMENT’s affected quarterly payment to the LOCAL GOVERNMENT.

- h. It is understood between the parties hereto that all the landscaping covered by this Agreement may be removed, relocated or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet with future criteria or planning of the DEPARTMENT.
- i. The LOCAL GOVERNMENT shall not plant additional landscaping within the limits of the PROJECT, without prior written approval by the DEPARTMENT, in accordance with Florida Administrative Code Rule 14-40.003. Such approval shall be in the form of a separate written agreement that will require the LOCAL GOVERNMENT to properly construct and maintain the additional landscaping without compensation from the DEPARTMENT.
- j. This Agreement shall not obligate the DEPARTMENT to pay the LOCAL GOVERNMENT to maintain any additional landscaping, planted after the effective date of this Agreement, within the limits of the PROJECT, and shall not obligate the LOCAL GOVERNMENT to maintain any such additional landscaping.
- k. Payments to the LOCAL GOVERNMENT shall be made in accordance with Sections 3 and 5 of this Agreement.
- l. The LOCAL GOVERNMENT shall inspect the PROJECT and provide a list of potential deficiencies to the DEPARTMENT prior to the DEPARTMENT issuing the written notice to proceed. The DEPARTMENT will review the inspection list and address all locations that do not meet the DEPARTMENT'S maintenance Standards.

3. FINANCIAL PROVISIONS

- a. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT, up to the maximum participating annual amount of \$53,000.00 for completion of the services described in Exhibit "A" – Scope of Services. The method of compensation is included in Exhibit "B" – Financial Summary.
- b. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT, identified as PROJECT Number 455231-1-78-01, and the quantifiable, measurable, and verifiable units of deliverables, consisting of the performance measures services required to perform the PROJECT Scope of Services described in Exhibit "A". (Section 287.058(1)(d) and (e), F.S.),
- c. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A", accompanied by the duly executed certification document in Exhibit "C", thereby establishing that the Scope of Services

described in Exhibit “A” have been completed. Deliverables must be received and accepted in writing by the DEPARTMENT’s Project Manager prior to payments. (Section 287.058 (1)(a), F.S.)

- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT, or performed by the LOCAL GOVERNMENT, and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit “A” – Scope of Services was met (see Exhibit “C” – Turf and Landscape JPA Work Certification Document).
- e. There shall be no reimbursement or compensation for travel expenses under this Agreement.
- f. Payment shall be made only after receipt and approval of goods and/or services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT.

The LOCAL GOVERNMENT shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement’s term. (Section 287.058(1)(h), F.S.).

The LOCAL GOVERNMENT providing goods and/or services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. (Section 215.422(1), F.S.).

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to

the invoice amount, to the LOCAL GOVERNMENT. Interest penalties of less than one (1) dollar will not be enforced unless the LOCAL GOVERNMENT requests payment. Invoices that have to be returned to LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT. (Section 215.422(3)(b), F.S.)

A Vendor Ombudsman has been established within the DEPARTMENT of Financial Services. The duties of this individual include acting as an advocate for LOCAL GOVERNMENT who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516. (Section 215.422(5) and (7), F.S.)

- g. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT's general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. (Section 287.058(4), F.S.)
- h. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

- i. The DEPARTMENT's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. (Section 216.311, F.S.)

- j. The LOCAL GOVERNMENT shall:
- i. Utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and
 - ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. DEPARTMENT of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. (Executive Order Number 2011-02).

The LOCAL GOVERNMENT shall insert the above clause into any contract entered into by the LOCAL GOVERNMENT with vendors or contractors hired by the LOCAL GOVERNMENT for purposes of performing its duties under this Agreement.

4. COMMUNICATIONS

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

| | |
|----------------------|--|
| To DEPARTMENT: | Florida Department of Transportation 1000 NW 111 Avenue, Room 6205 Miami, Florida 33172-5800 Attention: District Maintenance Engineer |
| To LOCAL GOVERNMENT: | City of Marathon 9805 Overseas Highway Marathon, Florida 33050 Attention: City Manager with copy to City Attorney |

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

5. INVOICING

- a. The LOCAL GOVERNMENT shall submit quarterly invoices for DEPARTMENT review, approval, and payment in accordance with this Agreement. Quarterly payments will be made upon invoice approval in an amount not to exceed one fourth of the eligible PROJECT costs. Each invoice shall include a completed Turf and Landscape JPA Work Certification Document (Exhibit "C") certifying that the goods and/or services to be completed and paid under this Agreement have been satisfactorily completed and delivered in accordance with the required Scope of Work in Exhibit "A".

- b. In the event temporary work by the DEPARTMENT's forces or by other Contractors temporarily prevent the LOCAL GOVERNMENT from performing the work described in this Agreement, the DEPARTMENT shall deduct from the affected quarterly payment(s) the acreage affected area and only compensate the LOCAL GOVERNMENT for the actual work it performs.
 - i. The DEPARTMENT shall initiate this procedure only if the temporary work prevents the LOCAL GOVERNMENT from performing its work for a period of one (1) month or longer.
- c. In the event this Agreement is terminated as established in Section 8 herein, payment will be prorated within the quarter in which termination occurs. The prorated payment shall be for approved work meeting the requirements stipulated in this Agreement.

6. FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** Deliverable(s) must be received and accepted in writing by the Contract Manager on the DEPARTMENT's invoice transmittal forms prior to payment. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within thirty (30) calendar days by the LOCAL GOVERNMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the DEPARTMENT may, at its option, proceed as follows:

- a. The LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement period. (**Section 287.058(1)(h), F.S.**)
- b. Maintain the median or roadside area(s) declared deficient with DEPARTMENT and/or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from the DEPARTMENT's affected quarterly payment to the LOCAL GOVERNMENT; or
- c. Terminate this Agreement.

7. EXPIRATION/RENEWAL

This Agreement is for a term of one (1) year beginning on the effective date of this Agreement, which shall be the date reflected on the written notice to proceed, and may be renewed twice, only if mutually agreed to in writing by the DEPARTMENT and the LOCAL GOVERNMENT. Any such renewal shall be subject to the same terms and conditions set forth in this Agreement, and shall be contingent upon both satisfactory LOCAL GOVERNMENT performance evaluations by the DEPARTMENT and the availability of funds.

This Agreement may be extended if mutually agreed in writing by both parties, for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one (1) extension of this Agreement.

8. TERMINATION

This Agreement, or part hereof, is subject to termination under any one of the following conditions:

- a. In the event the DEPARTMENT exercises the option identified by Section 6 of this Agreement.
- b. As mutually agreed by both parties.
- c. In accordance with **Section 287.058(1)(c), F.S.**, the DEPARTMENT shall reserve the right to unilaterally cancel this Agreement if the LOCAL GOVERNMENT refuses to allow public access to any or all documents, papers, letters, or other materials made or received by the LOCAL GOVERNMENT pertinent to this Agreement which are subject to provisions of **Chapter 119, of the F.S.**

9. ENTIRE AGREEMENT

This Department Funded Agreement is the entire Agreement between the parties hereto, and it may be modified or amended only by mutual consent of the parties in writing.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

11. AMENDMENT

This Agreement may be amended by mutual agreement of the DEPARTMENT and the LOCAL GOVERNMENT expressed in writing, executed and delivered by each party.

12. INVALIDITY

If any part of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, if such remainder continues to conform to the terms and requirements of applicable law.

13. INDEMNIFICATION

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the LOCAL GOVERNMENT shall promptly indemnify, defend, save and hold harmless the DEPARTMENT, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the LOCAL GOVERNMENT's negligent exercise or of its responsibilities as set out in this AGREEMENT, including but not limited to, any negligent act, negligent action, negligence or omission by the LOCAL GOVERNMENT, its officers, agents, employees or representatives in the performance of this AGREEMENT, whether direct or indirect, except that neither the LOCAL GOVERNMENT nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the DEPARTMENT.

The LOCAL GOVERNMENT's obligation to indemnify, defend and pay for the defense of the DEPARTMENT, or at the DEPARTMENT's option, to participate and associate with the DEPARTMENT in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the LOCAL GOVERNMENT's receipt of the DEPARTMENT's notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the DEPARTMENT sends the notice in accordance with the formal notice mailing requirements set forth in Section 4 of this AGREEMENT. The DEPARTMENT's failure to notify the LOCAL GOVERNMENT of a claim shall not release the LOCAL GOVERNMENT of the above duty to defend and indemnify the DEPARTMENT.

The LOCAL GOVERNMENT shall pay all costs and fees related to this obligation and its enforcement by the DEPARTMENT. The indemnification provisions of this section shall survive termination or expiration of this AGREEMENT, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this AGREEMENT.

The LOCAL GOVERNMENT's evaluation of liability or its inability to evaluate liability shall not excuse the LOCAL GOVERNMENT's duty to defend and indemnify the DEPARTMENT under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the DEPARTMENT was negligent shall excuse performance of this provision by the LOCAL GOVERNMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, on the day and year above written.

CITY OF MARATHON:

**STATE OF FLORIDA, DEPARTMENT
OF TRANSPORTATION:**

**BY: _____
LOCAL GOVERNMENT MANAGER**

**BY: _____
DISTRICT SECRETARY**

**ATTEST: _____
(SEAL) LOCAL GOVERNMENT CLERK**

**ATTEST: _____
(SEAL) EXECUTIVE SECRETARY**

LEGAL REVIEW:

**_____
LOCAL GOVERNMENT ATTORNEY**

**_____
DISTRICT CHIEF COUNSEL**

Exhibit "A"

Scope of Services

Maintenance Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall be responsible for the maintenance of all turf and landscape areas within the DEPARTMENT's right of way on the State Roads below in accordance with all applicable DEPARTMENT guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, the LOCAL GOVERNMENT shall maintain all turf and landscape areas in accordance with the International Society of Arboriculture standards, the latest FDOT Design Standard, guidelines, and procedures, as may be amended from time to time.

| State Road No. | Street Name | From | To |
|-----------------------|-----------------------|-------------------|---------------------------------|
| 5 | US-1/Overseas Highway | Seven Mile Bridge | West end of Tom's Harbor Bridge |

The LOCAL GOVERNMENT is not required to maintain areas within the PROJECT that are maintained by other Agencies through an existing executed Agreement, including but not limited to the Overseas Trail, State Parks, and paved parking areas.

For each of the following work activities, the LOCAL GOVERNMENT shall be responsible for performing these minimum frequencies:

- Litter Pickup - eighteen (18) times per year
- Mowing, including Edging and Weed Control - eighteen (18) times per year
- Landscape Maintenance/Tree Trimming - twelve (12) times per year

The LOCAL GOVERNMENT shall perform a minimum of two cycles per quarter for each of the work activities described above.

The LOCAL GOVERNMENT's maintenance obligations shall include but not be limited to:

- a. Mowing, cutting and/or trimming and edging the grass and turf.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the DEPARTMENT'S right-of-way

- c. Maintaining existing decorative bricks, mulch and other aesthetic features currently found within these corridors.
- d. It is recommended, but not required, to use fertilizing, insecticide, pesticide, herbicide and water to maintain the current landscape and turf in a healthy and vigorous growing condition. Dying or dead landscaping and turf shall be replaced by the LOCAL GOVERNMENT at their cost.
- e. Paying for all water use and all costs associated therewith.
- f. Pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right-of-way.
- g. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- h. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in all applicable DEPARTMENT guidelines, standards and procedures as may be amended from time to time.
- i. Removing and disposing of all trimmings, roots, branches, litter, and any other debris resulting from the activities described by (a) to (h).
- j. Submitting Lane Closure Requests to the DEPARTMENT when maintenance activities will require the closure of a traffic lane in the DEPARTMENT's right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the DEPARTMENT's area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

FDOT Financial Project Number: 455231-1-78-01

County: Monroe

FDOT Project Manager:

Brian K. Jimmerson, P.E. - (305) 640-7277 or Brian.Jimmerson@dot.state.fl.us

LOCAL GOVERNMENT Project Manager:

Carlos A. Solis, P.E., Director of Public Works & Engineering - (305) 289-5008 or solisc@ci.marathon.fl.us.

Exhibit "B"

Financial Summary

Financial Responsibilities of the LOCAL GOVERNMENT

The LOCAL GOVERNMENT shall submit invoices to the DEPARTMENT as described in Section 5 of this Agreement for the work described in Exhibit "A". The following are the maximum participating compensation amounts the DEPARTMENT will make annually for each of these work activities:

- **Litter Pickup:** **\$11,000.00**
- **Mowing, including Edging and Weed Control:** **\$23,000.00**
- **Landscape Maintenance/Tree Trimming:** **\$19,000.00**

**TOTAL ANNUAL PROJECT AMOUNT ELIGIBLE FOR COMPENSATION BY
THE DEPARTMENT: \$53,000.00.**

The LOCAL GOVERNMENT may choose to exceed the required minimum maintenance frequencies for each of the work activities described above at no additional cost to the DEPARTMENT.

Exhibit "C"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TURF AND LANDSCAPE JPA WORK CERTIFICATION DOCUMENT

CONTRACT NO: _____

Q1/Q2/Q3/Q4: _____

MUNICIPALITY: _____

INVOICE NO: _____

PAGE ____ OF ____

Instructions: Form to be completed by the Municipality certifying and documenting when the work was performed. The Department's Yard Engineer, or designee, will complete the portion confirming that the work performed meets the JPA scope.

| Location / SR | Date Work Performed | | |
|---------------|---------------------|----------|-------------------------|
| | Litter Pickup | Mowing * | Landscape/Tree Trimming |
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Comments / Remarks:

| MUNICIPALITY CERTIFYING WORK WAS COMPLETED PER CONTRACT | FDOT CONFIRMS WORK WAS COMPLETED PER CONTRACT |
|---|---|
| Name (Print): _____ | Name (Print): _____ |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |

* mowing work description also includes all types of mowing and edging/sweeping

Turf and Landscape Maintenance Department Funded Agreement
between the Florida Department of Transportation and City of Marathon
Financial Project # 455231-1-78-01

Exhibit "D"
LOCAL GOVERNMENT's Resolution

To be herein incorporated once approved by the LOCAL GOVERNMENT Council/Commission.

COUNCIL AGENDA STATEMENT



Meeting Date: May 13, 2025

To: Honorable Mayor & Members of the City Council

From: Dan Saus, Utilities Manager

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-40**, Awarding Project Specific Agreement for Area 5 WWTP MBR Tank Expansion to Weiler Engineering Corporation.; Approving a not to exceed amount of \$171,330.00; Authorizing The City Manager To Execute The Contract And Expend Appropriated Funds On Behalf Of The City; And Providing For An Effective Date. This work may qualify for reimbursement through a grant.

BACKGROUND & JUSTIFICATION:

The City of Marathon pursuant to the provisions contained in the Continuing Services Agreement dated March 13, 2024, between the City of Marathon and Weiler Engineering Corporation wished to obtain engineering services for Area 5 WWTP MBR Tank Expansion (the “Project”).

The Project specific Agreement attached as Exhibit “A” details the Scope of Work and cost breakdown for the construction phase services for the Area 5 WWTP MBR Tank Expansion. City staff, consisting of the Utility Director and the Utility Staff, has reviewed the proposal of Weiler Engineering Corporation., and the proposal is reasonable for the work as explained in Exhibit “A”.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------------|----------|-------|
| 1. Comprehensive Plan | <u>X</u> | _____ |
| 2. Other – 2010 Sewer Mandate | <u>X</u> | _____ |
| 3. Not applicable | <u>X</u> | _____ |

FISCAL NOTE:

Approval of this resolution will appropriate funds in the FY25 Wastewater Utility Budget for this project.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-40**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVAL OF A PROJECT SPECIFIC AGREEMENT FOR SERVICE AREA 5 WWTP MBR TANK EXPANSION TO WEILER ENGINEERING CORPORATION IN THE AMOUNT OF \$171,330.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND APPROPRIATED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) and Weiler Engineering Corporation. (the “Contractor”) have entered into a Project Specific Agreement for the Utilities General Consulting; and

WHEREAS, the City staff wish to approve A Project Specific Agreement for the Service Area 5 WWTP MBR Tank Expansion; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project Specific Agreement is attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to approve the change orders to the Project Agreements and expend appropriated funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

**EXHIBIT “A”
PROJECT SPECIFIC AGREEMENT**

Area 5 MBR Tank Expansion Project

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
The Weiler Engineering Corporation
For
Area 5 MBR Tank Expansion Project

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Weiler Engineering Corporation, (the “Consultant”) dated March 13, 2024; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “1”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “2”.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** ~~CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$_____, plus reimbursable expenses not to exceed \$0. Total not to exceed amount for this Work Authorization is \$_____.~~ [AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$171,330.00 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED \$0.00 FOR A MAXIMUM CONTRACT AMOUNT OF \$171,330.00.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3" (N/A), to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of five percent (5%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon

receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its

reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. COMPLIANCE WITH LAW

7.1 **COMPLIANCE WITH LAWS –** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the

performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

7.8 ENERGY POLICY AND CONSERVATION ACT: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7.9 EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

7.10 REPORTING:

7.10.1 Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

7.10.2 Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

7.11 RETENTION OF ALL RECORDS: The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 13, 2024** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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SECTION 9 Term/Time of Performance

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for 2 year(s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 10 Project Records

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by Consultant and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

11.2 The Consultant is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

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

CONSULTANT:

CITY:

By: Steve Suggs, PE

By: _____

Its: Director of Wastewater Engineering

Its: _____

ATTEST:

Diane Clavier, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF
MARATHON, FLORIDA ONLY:**

City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

EXHIBIT “1” PROJECT DESCRIPTION

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 5 MBR Tank Expansion Project. The Area 5 membrane bioreactor (MBR) flow capacity needs to be increased in order to treat the peak flows seen at the WWTP. To do this, additional membrane cassettes must be installed, increasing the needed depth of the tank. The City wishes to extend the existing tank upward by increasing the wall height. The project will also require adjustments to the access walkway, upgrades to the feed-forward pumps and re-routing of piping.

Scope of services will include:

- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 5 MBR WWTP.
- Calculate the revised head conditions for the feed-forward pumps and specify replacement pumps suitable for the application.
- Prepare plans for extension of the tank walls and changes to the piping networks and specify coatings systems and cathodic protection system.
- Prepare phasing plans for modifications to the tanks and pumps to ensure treatment can continue through construction.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction.
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the MBR system and verify proper pump performance.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests.
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

EXHIBIT “2”

SCOPE OF SERVICES AND PROJECT SCHEDULE

Description

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 5 MBR Tank Expansion Project. The Area 5 membrane bioreactor (MBR) flow capacity needs to be increased in order to treat the peak flows seen at the WWTP. To do this, additional membrane cassettes must be installed, increasing the needed depth of the tank. The City wishes to extend the existing tank upward by increasing the wall height. The project will also require adjustments to the access walkway, upgrades to the feed-forward pumps and re-routing of piping.

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- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 5 MBR WWTP.
- Calculate the revised head conditions for the feed-forward pumps and specify replacement pumps suitable for the application
- Prepare plans for extension of the tank walls and changes to the piping networks and specify coatings systems and cathodic protection system.
- Prepare phasing plans for modifications to the tanks and pumps to ensure treatment can continue through construction.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the MBR system and verify proper pump performance.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

Deliverables will include:

- Completed ITB and technical specifications.
- Copies of reviewed and approved Contractor pay applications.
- Copies of approved shop drawings and product data submittals.
- Copies of any change orders or work directives associated with the construction.

Anticipated Project Schedule

CONSULTANT will begin work upon acceptance of this PSA and will continue until final acceptance of the Area 5 MBR Tank Expansion Project by the City.

**EXHIBIT “3”
CONSULTANT’S HOURLY RATES**

| |
|---|
| Company: The Weiler Engineering Corporation |
|---|

| <i>Title</i> | <i>Rate</i> |
|--|--------------------|
| <i>Principal in Charge</i> | <i>\$210.00</i> |
| <i>Expert Witness</i> | <i>\$280.00</i> |
| <i>Registered Professional Engineer (P.E.)</i> | <i>\$165.00</i> |
| <i>Environmental Scientist</i> | <i>\$160.00</i> |
| <i>Mining Specialist PhD (non-P.E.)</i> | <i>\$160.00</i> |
| <i>Project Manager</i> | <i>\$160.00</i> |
| <i>Structural Manager</i> | <i>\$155.00</i> |
| <i>Senior Planner</i> | <i>\$140.00</i> |
| <i>Registered Engineer Intern (E.I.)</i> | <i>\$140.00</i> |
| <i>Certified Floodplain Manager (CFM)</i> | <i>\$140.00</i> |
| <i>Plans Examiner</i> | <i>\$130.00</i> |
| <i>Structural Inspector</i> | <i>\$130.00</i> |
| <i>Code Inspector</i> | <i>\$130.00</i> |
| <i>Senior Construction Inspector</i> | <i>\$115.00</i> |
| <i>Senior Engineering Designer</i> | <i>\$115.00</i> |
| <i>Engineering Designer</i> | <i>\$100.00</i> |
| <i>Construction Inspector</i> | <i>\$100.00</i> |
| <i>Engineering Technician</i> | <i>\$90.00</i> |
| <i>Structural Technician</i> | <i>\$90.00</i> |
| <i>Field Technician</i> | <i>\$90.00</i> |
| <i>Clerical</i> | <i>\$60.00</i> |

Reimbursable Expenses:

| | | |
|------------------------------------|-----------------------|-------------------|
| <i>Vellums</i> | <i>\$10.00 / each</i> | <i>(24 x 36)</i> |
| <i>Mylars</i> | <i>\$25.00 / each</i> | <i>(24 x 36)</i> |
| <i>Blue Prints / Sheet</i> | <i>\$2.80 / each</i> | <i>(24 x 36)</i> |
| <i>Copies</i> | <i>\$0.30 / each</i> | <i>(11 x 17)</i> |
| <i>Copies</i> | <i>\$0.20 / each</i> | <i>(8 ½ x 14)</i> |
| <i>Copies</i> | <i>\$0.15 / each</i> | <i>(8 ½ x 11)</i> |
| <i>Travel *</i> | <i>Cost plus 15%</i> | |
| <i>Overnight mail</i> | <i>Cost plus 15%</i> | |
| <i>Other Reimbursable Expenses</i> | <i>Cost plus 15%</i> | |

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COUNCIL AGENDA STATEMENT



Meeting Date: May 13, 2025
To: Honorable Mayor & Members of the City Council
From: Dan Saus, Utilities Manager
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-41**, Awarding Project Specific Agreement for Area 3 WWTP Vacuum Tank Replacement to Weiler Engineering Corporation.; Approving a not to exceed amount of \$123,757.50; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This work may qualify for reimbursement through a grant.

BACKGROUND & JUSTIFICATION:

The City of Marathon (the “City”) pursuant to the provisions contained in the Continuing Services Agreement dated March 13, 2024, between the City of Marathon and Weiler Engineering Corporation wished to obtain engineering services for Area 3 WWTP Vacuum Tank Replacement (the “Project”).

The Project specific Agreement attached as Exhibit “A” details the Scope of Work and cost breakdown for the construction phase services for the Area 3 WWTP Vacuum Tank Replacement. City staff, consisting of the Utility Director and the Utility Staff, has reviewed the proposal of Weiler Engineering Corporation., and the proposal is reasonable for the work as explained in Exhibit “A”.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------------|----------|-------|
| 1. Comprehensive Plan | <u>X</u> | _____ |
| 2. Other – 2010 Sewer Mandate | <u>X</u> | _____ |
| 3. Not applicable | <u>X</u> | _____ |

FISCAL NOTE:

The adopted FY25 Wastewater Utility Budget includes appropriations of \$1,890,000 for service area 3 upgrades.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-41**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVAL OF A PROJECT SPECIFIC AGREEMENT FOR SERVICE AREA 3 WWTP VACUUM TANK REPLACEMENT PROJECT TO WEILER ENGINEERING CORPORATION IN THE AMOUNT OF \$123,757.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “City”) and Weiler Engineering Corporation. (the “Contractor”) have entered into a Project Specific Agreement for the Utilities General Consulting; and

WHEREAS, the City staff wish to approve A Project Specific Agreement for the Service Area 3 WWTP Vacuum Tank Replacement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Project Specific Agreement is attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to approve the change orders to the Project Agreements and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

**EXHIBIT “A”
PROJECT SPECIFIC AGREEMENT**

Area 3 Vacuum Tank Replacement Project

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
The Weiler Engineering Corporation
For
Area 3 Vacuum Tank Replacement Project

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Weiler Engineering Corporation, (the “Consultant”) dated March 13, 2024; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “1”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “2”.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Compensation.** ~~CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$_____, plus reimbursable expenses not to exceed \$0. Total not to exceed amount for this Work Authorization is \$_____.~~ [AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$123,757.50 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED \$0.00 FOR A MAXIMUM CONTRACT AMOUNT OF \$123,757.50.

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3" (N/A), to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation within five (5) working days of the date of the CITY'S notice. The CITY may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of five percent (5%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon

receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its

reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

SECTION 7. COMPLIANCE WITH LAW

7.1 **COMPLIANCE WITH LAWS –** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the

performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

7.8 ENERGY POLICY AND CONSERVATION ACT: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7.9 EQUAL EMPLOYMENT OPPORTUNITY: The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

7.10 REPORTING:

7.10.1 Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

7.10.2 Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

7.11 RETENTION OF ALL RECORDS: The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)— Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any

lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 13, 2024** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

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SECTION 9 Term/Time of Performance

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for 2 year(s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

SECTION 10 Project Records

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by Consultant and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

SECTION 11 Ownership and Access to Public Records.

11.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

11.2 The Consultant is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

SECTION 12 E-VERIFY

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

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

CONSULTANT:

CITY:

By: Steve Sugg, PE

By: _____

Its: Director of Wastewater Engineering

Its: _____

ATTEST:

Diane Clavier, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF
MARATHON, FLORIDA ONLY:**

City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

EXHIBIT “1” PROJECT DESCRIPTION

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 3 Vacuum Tank Replacement Project. The Area 3 vacuum tank has severe corrosion on the interior. The corrosion has caused holes to form in the tank walls where the interior coatings have been compromised. There is also severe corrosion where the tank probes and fittings are attached. The City wishes to replace the existing tank with a new tank constructed of non-corrosive fiberglass with a chemically- and abrasion-resistant coating system applied to the interior.

Scope of services will include:

- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 3 Vacuum Pump Station (VPS).
- Prepare demolition plans for removal of VPS roof and removal of the existing vacuum tank.
- Prepare plans for installation of a temporary vacuum tank to be located outdoors, tapping into the existing incoming vacuum mains.
- Prepare plans for installation of the new tank, replacement of the VPS roof and removal/restoration of the temporary vacuum tank facilities.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the vacuum pump station with new tank.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

EXHIBIT “2”

SCOPE OF SERVICES AND PROJECT SCHEDULE

Description

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 3 Vacuum Tank Replacement Project. The Area 3 vacuum tank has severe corrosion on the interior. The corrosion has caused holes to form in the tank walls where the interior coatings have been compromised. There is also severe corrosion where the tank probes and fittings are attached. The City wishes to replace the existing tank with a new tank constructed of non-corrosive fiberglass with a chemically- and abrasion-resistant coating system applied to the interior.

Scope of services will include:

- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 3 Vacuum Pump Station (VPS).
- Prepare demolition plans for removal of VPS roof and removal of the existing vacuum tank.
- Prepare plans for installation of a temporary vacuum tank to be located outdoors, tapping into the existing incoming vacuum mains.
- Prepare plans for installation of the new tank, replacement of the VPS roof and removal/restoration of the temporary vacuum tank facilities.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the vacuum pump station with new tank.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

Deliverables will include:

- Copies of reviewed and approved Contractor pay applications.
- Copies of approved shop drawings and product data submittals
- Copies of any change orders or work directives associated with the construction

Anticipated Project Schedule

CONSULTANT will begin work upon acceptance of this PSA and will continue until final acceptance of the Area 3 Vacuum Tank Replacement Project by the City.

**EXHIBIT “3”
CONSULTANT’S HOURLY RATES**

| |
|---|
| Company: The Weiler Engineering Corporation |
|---|

| <i>Title</i> | <i>Rate</i> |
|--|--------------------|
| <i>Principal in Charge</i> | <i>\$210.00</i> |
| <i>Expert Witness</i> | <i>\$280.00</i> |
| <i>Registered Professional Engineer (P.E.)</i> | <i>\$165.00</i> |
| <i>Environmental Scientist</i> | <i>\$160.00</i> |
| <i>Mining Specialist PhD (non-P.E.)</i> | <i>\$160.00</i> |
| <i>Project Manager</i> | <i>\$160.00</i> |
| <i>Structural Manager</i> | <i>\$155.00</i> |
| <i>Senior Planner</i> | <i>\$140.00</i> |
| <i>Registered Engineer Intern (E.I.)</i> | <i>\$140.00</i> |
| <i>Certified Floodplain Manager (CFM)</i> | <i>\$140.00</i> |
| <i>Plans Examiner</i> | <i>\$130.00</i> |
| <i>Structural Inspector</i> | <i>\$130.00</i> |
| <i>Code Inspector</i> | <i>\$130.00</i> |
| <i>Senior Construction Inspector</i> | <i>\$115.00</i> |
| <i>Senior Engineering Designer</i> | <i>\$115.00</i> |
| <i>Engineering Designer</i> | <i>\$100.00</i> |
| <i>Construction Inspector</i> | <i>\$100.00</i> |
| <i>Engineering Technician</i> | <i>\$90.00</i> |
| <i>Structural Technician</i> | <i>\$90.00</i> |
| <i>Field Technician</i> | <i>\$90.00</i> |
| <i>Clerical</i> | <i>\$60.00</i> |

Reimbursable Expenses:

| | | |
|------------------------------------|-----------------------|-------------------|
| <i>Vellums</i> | <i>\$10.00 / each</i> | <i>(24 x 36)</i> |
| <i>Mylars</i> | <i>\$25.00 / each</i> | <i>(24 x 36)</i> |
| <i>Blue Prints / Sheet</i> | <i>\$2.80 / each</i> | <i>(24 x 36)</i> |
| <i>Copies</i> | <i>\$0.30 / each</i> | <i>(11 x 17)</i> |
| <i>Copies</i> | <i>\$0.20 / each</i> | <i>(8 ½ x 14)</i> |
| <i>Copies</i> | <i>\$0.15 / each</i> | <i>(8 ½ x 11)</i> |
| <i>Travel *</i> | <i>Cost plus 15%</i> | |
| <i>Overnight mail</i> | <i>Cost plus 15%</i> | |
| <i>Other Reimbursable Expenses</i> | <i>Cost plus 15%</i> | |

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COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor and Council Members

From: Dan Saus, Utility Director

Through: George Garrett, City Manager



Agenda Item: **Resolution 2025-42** Authorizing and Approving A Contract For The Construction Of Phase 1 Force Main For The Deep Injection Well Project to DBE Utility Services in an amount Not to Exceed \$5,321,846.32; Authorizing The City Manager To Execute The Contract And Appropriate Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The city decided last year to move forward with a Class 1 Deep Injection Well Project. This Phase 1 Force Main for the Deep Injection Well Project provides for the required force main piping installation from the Service Area 3 facility to Vaca Cut. This project was advertised on DemandStar on February 7, 2025, as ITB-2025-002LF-0-2025/LF. Bids were publicly opened on April 10, 2025, at 2:00PM at city hall. The lowest responsive and responsible bidder was DBE Utility Services at \$5,321,846.32. Our engineer recommends the award of the contract to DBE Utility Services based on their bid price, qualifications and past performance. A Recommendation of Award letter is attached as Exhibit 1. The Contract is attached as Exhibit 2. Staff recommends approval of this resolution.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------|-------|-------|
| 1. Comprehensive Plan | _____ | _____ |
| 2. Other –Sewer Mandate | _____ | _____ |

FISCAL NOTE:

The FY25 Wastewater Utility Budget includes appropriations of \$7,000,000 for the piping construction financed by debt proceeds.

RECOMMENDATION:

Approve Resolution

MEMORANDUM

To: Dan Saus, Utilities Director
From: Ed Castle, P.E.
Date: April 16th, 2025
Re: Recommendation of Award – Deep Injection Well Phase 1 Transmission Main Project

The City of Marathon published an Invitation to Bid (ITB) for construction of the Deep Injection Well Phase 1 Transmission Main Project. The project includes installation of approximately 5,512 linear feet of 10” DR11 HDPE piping and 14,866 linear feet of 16” DR11 HDPE piping via directional drilling, with associated valves and fittings, from the Area 3 WWTP to the east side of Vaca Cut. The alignment begins at the City of Marathon Area 3 Wastewater Treatment Plant and extends through Areas 4 and 5, terminating at the west side of the Vaca Cut Bridge. HDD installation is mandated due to congested subsurface and FDOT ROW constraints.

Four bids were received and reviewed for responsiveness and responsibility based on the criteria outlined in the ITB. The bid prices and a summary of qualifications and relevant issues are presented below:

| Bidder | Bid Price | Responsive/ Responsible | Notes |
|-------------------------|-----------------|------------------------------------|--|
| DBE Utility Services | \$5,321,846.32 | Yes | All checklist items submitted, local experience, solid HDD history. |
| Charley Toppino & Sons | \$5,647,916.00 | Yes | Responsive and qualified; extensive local work experience. |
| Metro Equipment Service | \$8,994,555.00 | Yes | Responsive and qualified; extensive local work experience. |
| Quality Enterprises | \$10,719,585.00 | Yes (Minor Correctable Deficiency) | Missing OSHA Acknowledgement; otherwise qualified with extensive HDD work. |

All submitted bids were reviewed for compliance with Section 0300A (Contractor's Bid Document Checklist), technical specifications, licensing, bonding, and conformance with applicable statutes including Florida Statutes Chapter 287 and the Trench Safety Act. All responsive and responsible bids were further evaluated for price and qualifications.

DBE Utility Services submitted a complete and fully responsive bid package that satisfied all requirements outlined in Section 0300A of the ITB. Their qualifications reflect a strong background in horizontal directional drilling (HDD), including notable projects such as the FCAA Whale Harbor HDD crossing, where they installed a 42-inch water main valued at \$1.8 million, and the JEA SR-200 project involving the installation of 16-inch and 20-inch reclaim lines via HDD. The firm demonstrated local experience and the ability to perform complex underground utility work within the Florida Keys region. DBE's bid of \$5,321,846.32 is the lowest submitted and is approximately 5.8% below the next closest competitor, indicating both cost efficiency and value without sacrificing technical capability.

Charley Toppino & Sons (CTS) also submitted a complete and compliant bid. The firm's extensive experience throughout Monroe County, including successful projects completed for FCAA, FDOT, and the City of Key West, demonstrates that they are both highly capable and deeply familiar with the regional regulatory, geological, and logistical challenges. Their bid of \$5,647,916.00, while slightly higher than DBE's, is competitive and falls well within a reasonable cost range for this type of infrastructure project. CTS is considered fully responsive and responsible, with no deficiencies in documentation or qualifications.

Metro Equipment Service submitted a bid that was both complete and technically compliant. Their qualifications include a \$15.3 million utility infrastructure project for the City of St. Pete Beach, which included multiple HDPE and PVC pipe installations and submersible pump station work. While the firm possesses experience at a larger scale, their bid price of \$8,994,555.00 is significantly higher than that of two other responsive bidders.

Quality Enterprises USA, Inc. submitted a strong proposal from a technical standpoint, demonstrating vast HDD expertise, including the installation of over 40,000 linear feet of water



main; 30,000 of which were installed via HDD, with subaqueous drills over 6,300 linear feet in length. However, their bid package lacked the signed Acknowledgement of Conformance with OSHA Standards, which is a mandatory item under Section 0300A, Item 6 of the bid documents. Their bid price of \$10,719,585.00 is more than double the lowest bid received.

Following a comprehensive review of the submitted bids, including pricing, documentation, qualifications, and legal standing, DBE Utility Services was determined to be the lowest responsive and responsible bidder. Based on our review of the bid documentation, pricing, and qualifications, we recommend awarding the Deep Injection Well Phase 1 Transmission Main Project to DBE Utility Services for a total amount of \$5,321,846.32, pending successful contract negotiations and final verification of bonds and insurance. The firm's demonstrated experience with HDD installation, competitive pricing, and successful completion of similar projects in the region make them the most suitable candidate for this contract. Their familiarity with local conditions, including FDOT right-of-way constraints and Monroe County permitting processes, adds further value to their proposal.

This recommendation is consistent with the City's procurement policy and in the best interest of the project timeline and budget.

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-42**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH DBE UTILITY SERVICES FOR CONSTRUCTION OF THE DEEP INJECTION WELL FORCE MAIN PHASE 1 IN AN AMOUNT NOT TO EXCEED \$5,321,846.32; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to move forward with the Construction of Phase 1 Force Main for the Class 1 Deep Injection Well Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for Construction of Phase 1 Force Main for the Class 1 Deep Injection Well Project with DBE Utility Services. in an amount not to exceed \$5,321,846.32.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA

Mayor Lynn Landry

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

EXHIBIT 2

SECTION 00500 CONSTRUCTION CONTRACT

This Contract (the "Contract") is dated as of the _____ day of _____ 20__ by and between the City of Marathon (hereinafter called the "CITY") and _____ (hereinafter called "CONTRACTOR") located at:

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

1.1 Project/Work: CONTRACTOR shall complete all Work as specified or indicated in the plans, Contract Documents and detailed in **Exhibit "A."** The Work is generally described as the following: Provide and install power conditioning and surge suppression devices, install mounting platforms, install conduits and wiring, new electrical services, and a new generator. For further detail see Construction Drawings.

ARTICLE 2. CITY'S REPRESENTATIVE, ARCHITECT AND ENGINEER

2.1 It is understood that the CITY will designate a representative for the Work. The CITY'S REPRESENTATIVE referred to in any of the Contract Documents designated herein is Dan Saus, Utility Director, 9805 Overseas Highway, Marathon Florida 33050.

2.2 The CITY'S ENGINEER OF RECORD referred to in any of the Contract Documents designated herein is The Weiler Engineering Corporation

ARTICLE 3. TERM

3.1 Contract Term. The Work shall be substantially completed within Three Hundred Thirty-Five (335) calendar days after the date specified in the Notice to Proceed ("Substantial Completion"), and fully completed and ready for final payment in accordance with the Contract Document within Three Hundred Sixty-Five (365) calendar days after the date specified in the Notice to Proceed ("Final Completion").

3.2 Contract Time. The Contract Term shall not commence until the CITY issues to CONTRACTOR a Notice to Proceed and the term of the Contract shall be through the date of final payment unless terminated earlier pursuant to Section 00700 – General Conditions, Article 14, Payments to Contractor and Completion.

3.3 Survival of Obligations. Any obligations by the CONTRACTOR, including but not limited to those set forth in Section 00700 – General Conditions, Article 12, Contractor’s General Warranty and Guarantee, that would or could occur after the date of expiration or termination of the Contract shall survive the termination or expiration of the Contract.

3.4 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence in this Contract and that the CITY will suffer financial loss if the Work is not completed within the contract times specified in Section 3.1 for the Work above, plus any approved extensions thereof allowed in accordance with the General Conditions. The CONTRACTOR also recognizes that the damages which the City will incur if the Work is not substantially completed on time and/or fully completed on time are not readily ascertainable at the time this Agreement is entered into, and the Contractor recognizes the difficulties involved in proving the actual loss suffered by CITY if the Work is not substantially completed on time and/or fully completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages to compensate the City and not as a penalty for delay or as an incentive to complete on time, CONTRACTOR shall pay CITY (\$1000.00) for each calendar day that expires after the time specified in Section 3.1 for Substantial Completion of the Work. After Substantial Completion, if CONTRACTOR fails to fully complete the Work within the time specified in Section 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY (\$1000.00) for each calendar day that expires after the time specified in Section 3.1 for full completion and readiness for final payment. Contractor agrees that the liquidated damage amounts specified in the Contract Documents bear a reasonable relationship to the actual damages to be suffered due to public inconvenience and damage to the City’s reputation if the Contractor fails to substantially complete and/or fully complete the Work on time. The liquidated damages are not in compensation for any other damages, and expressly exclude damages for completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that may be incurred if the work is not substantially completed on time and/or fully completed on time. All liquidated damages amounts will continue to be charged if the Contractor abandons the Work, or is terminated, and the Work is completed by another party.

3.5 Should the Substantial Completion and/or Full/Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for performance set in Section 3.1 above because of lack of performance by the CONTRACTOR, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the CITY including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

3.6 Monies due to the CITY under Sections 3.4 and 3.5 shall be deducted from any monies due the CONTRACTOR, or if no money is due or the amount due is insufficient to cover the amount charged, the CONTRACTOR shall be liable for said amount.

ARTICLE 4. CONTRACT PRICE

4.1 CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to this Article.

4.1.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated on the Unit Price Bid Form attached hereto as **Exhibit "B."** Estimated quantities, as listed in the bid form, are provided to assist the contractor, and determination of actual quantities and classification are to be verified by CONTRACTOR prior to submittal of the bid as provided in the Contract Documents.

4.2 The CONTRACTOR agrees that all specific cash allowances are included in the above Contract Price and have been computed in accordance with the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00700 - General Conditions, Article 14, Payments to Contractor and Completion. Applications for Payment will be processed by CITY as provided in the General Conditions.

5.2 Progress Payments, Retainage. CITY shall make progress payments, deducting the amount from the Contract Price above, on the basis of CONTRACTOR'S Applications for Payment as recommended by the CITY'S REPRESENTATIVE, on or about the last day of each month during construction as provided herein. All such payments will be made in accordance with the schedule of values established in the General Conditions or, in the event there is no schedule of values, as provided in the General Conditions.

5.2.1 No progress payment shall be made until CONTRACTOR delivers to the CITY certified copies of the performance bond and payment bond establishing that the bonds have been recorded with the county clerk, complete original partial releases of all liens, bond claims, and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating amount of partial payment, on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien, bond claim, or claim could be filed for work completed to date.

5.2.2 No progress payment shall be made until CONTRACTOR delivers to CITY complete original partial releases and waivers of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors, indicating receipt of partial payment due each for work performed since last progress payment. The partial release shall be accompanied by an affidavit stating that, so far as CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed for work completed to date. The form of the partial release and waiver of lien and affidavit specified herein shall be approved by the CITY.

5.3 The CONTRACTOR agrees that five percent (5%) of the amount due for Work as set forth in each Application for Payment shall be retained by CITY for each Progress Payment

until Final Payment, as defined in Section 00700 - General Conditions, Article 14, Payments to Contractor and Completion.

5.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated above, but, in each case, less the aggregate of payments previously made and less such amounts as CITY'S REPRESENTATIVE shall determine, or CITY may withhold, in accordance with the General Conditions.

5.4 The payment of any Application for Payment by CITY, including the Final Request, does not constitute approval or acceptance by CITY of any item of the Work in such Request for Payment, nor shall it be construed as a waiver of any of CITY's rights hereunder or at law or in equity.

5.5 The Final Application for Payment by CONTRACTOR shall not be made until the CONTRACTOR delivers to the City complete original final releases of all liens and claims signed by all Subcontractors, materialmen, suppliers, and vendors on a form approved by the CITY, and an affidavit that so far as the CONTRACTOR has knowledge or information, the releases include and cover all Materials and Work for which a lien or claim could be filed. The CONTRACTOR may, if any Subcontractor, materialmen, supplier, or vendor refuses to furnish the required Final Waiver of Lien, furnish a bond satisfactory to City to defend and indemnify City and any other property owner, person or entity City may be required to indemnify against any lien or claim.

ARTICLE 6. INSURANCE/INDEMNIFICATION.

6.1 Insurance. The CONTRACTOR shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified in the General Conditions of the Contract Documents.

6.2 Indemnification. The CONTRACTOR shall indemnify, defend and hold harmless the CITY, their officials, agents, employees, and volunteers from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract and as set forth in General Conditions of the Contract Documents.

6.3 This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY to enter into this Contract, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work. Contractor shall abide with all conditions in attached Attachment A

7.4 CONTRACTOR has made, or caused to be made, examinations, investigations, tests, or studies as necessary to determine surface and subsurface conditions at or on the site. CONTRACTOR acknowledges that CITY does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to subsurface conditions or underground facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 The CONTRACTOR is aware of the general nature of Work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 The CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.7 The CONTRACTOR has given the CITY'S REPRESENTATIVE written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the CITY'S REPRESENTATIVE is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7.8 The CONTRACTOR warrants the following:

7.8.1 Equal Employment: During the performance of this contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms

of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.
- d. In the event of the CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7.8.2 Anti-Discrimination: The CONTRACTOR agrees that it will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Contract because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

7.8.3 Anti-Kickback: The CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the CITY or any other applicable federal or state agency, has any interest, financially or otherwise, in the Project. For breach or violation of this warranty, the CITY shall have the right to declare contractor in default, and/or annul this Contract without liability or, in its discretion, to deduct from the

Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

7.8.4 Licensing and Permits: The CONTRACTOR warrants that it shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, County or City.

7.8.5 Public Entity Crime Statement: The CONTRACTOR warrants that it has not been placed on the convicted vendor list following a conviction for public entity crime, as specified in Document 00200, Section 7.5, of the Instructions to Bidders.

ARTICLE 8. CONTRACT DOCUMENTS.

8.1 The Contract Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Contract as though physically attached as a part thereof:

8.1.1 Change Orders.

8.1.2 Field Orders.

8.1.3 Contract for Construction.

8.1.4 Exhibits to this Contract.

8.1.5 General Conditions.

8.1.6 Any federal, state, county or city permits for the Project.

8.1.7 Specifications bearing the title: Specifications for Power Conditioning and Surge Protection Project.

8.1.8 Drawings consisting of a cover sheet and inclusive of all sheets bearing the following general titles: Power Conditioning and Surge Protection Project

8.1.9 Bid Documents, including but not limited to: Addendum, Invitation to Bid, Instructions to Bidders, Bid Form provided by CONTRACTOR, Notice of Award and Notice to Proceed, and all other provisions and sections of the Bid Documents.

8.1.10 Addenda subject matter takes the same precedence of the respective subject matter that it is modifying. Furthermore, each subsequent addendum takes precedence over previous addenda.

8.1.11 The documents listed above shall be incorporated into this Contract (except as expressly noted otherwise above).

8.1.12 There are no Contract Documents other than those listed above in this Article. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

8.1.13 The Contract Documents shall remain the property of the CITY. The CONTRACTOR shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided; however, that in no event shall the CONTRACTOR use, or permit to be used, any or all of such Contract Documents on other projects without the City's prior written authorization.

8.1.14 The General Conditions discuss the bond and surety requirements of the CITY. This Contract requires the CONTRACTOR to provide payment and performance bonds, unless stated otherwise in Section 255.05, Florida Statutes. If the Contract does not require bonds, the references to bonds in the General Conditions do not apply to this Contract.

ARTICLE 9. MISCELLANEOUS.

9.1 Terms used in this Contract which are defined in Article 1 of the General Conditions, Section 00700, will have the meanings indicated in the General Conditions. Terms used in Article 1 of the Instructions to Bidders, Section 00200, also apply to this Contract.

9.2 Except as otherwise provided in the Contract Documents with respect to subcontractors, no assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party thereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Severability. Should any provision, paragraph, sentence, word, or phrase contained in this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, then shall be deemed severable, and in this Contract, shall remain unmodified and in full force and effect.

9.5 Remedies. If and when any default of this Contract occurs, the CITY may avail itself of any legal or equitable remedies that may apply, including, but not limited to, liquidated damages specified in Article 3.4, actual damages, and specific performance. Such remedies may be exercised in the sole discretion of the CITY. Nothing contained in this Contract shall limit the CITY from pursuing any legal or equitable remedies that may apply. A default by CONTRACTOR under any contract with the CITY will be a default under all contracts with the CITY. The CITY may apply the proceeds from any contract between CONTRACTOR and the CITY to satisfy amounts owed by the CONTRACTOR to the CITY under any other contract.

9.6 Access to Public Records. The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

9.6.1 All records, books, documents, maps, data, deliverables, papers, and financial information (the "Records") that result from the Consultant providing services to the City under this

Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

9.6.2 The "CONTRACTOR" as defined by Section 119.0701(1)(a), Florida Statutes, shall comply with the public records provisions of Chapter 119, Florida Statutes, including the following:

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

9.6.3 "Public Records" is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

9.6.4 Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

9.6.5 The CONTRACTOR consents to the City's enforcement of the CONTRACTOR's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable

attorney's fees incurred by the City.

9.6.6 The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

9.6.7 If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the Custodian of Public Records, Diane Clavier, at 305-289-5020, clavierd@ci.marathon.fl.us, or 9805 Overseas Hwy, Marathon, Florida 33050.

9.7 Inspection and Audit. During the term of this Contract and for five (5) years from the date of final completion or Termination, the CONTRACTOR shall allow CITY representatives access during reasonable business hours to CONTRACTOR'S records related to this Contract for the purposes of inspection or audit of such records. If upon an audit of such records, the CITY determines the CONTRACTOR was paid for services not performed, upon receipt of written demand by the CITY, the CONTRACTOR shall remit such payments to the CITY.

9.8 Counterparts. This contract may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

9.9 Notices. Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

FOR CONTRACTOR:

FOR CITY:

City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
ATTN: City Manager

WITH COPY TO:

City Attorney
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305-289-4103
Fax: 305-289-4123

9.10 WAIVER OF JURY TRIAL AND VENUE. The CITY and CONTRACTOR knowingly, irrevocably, voluntarily, and intentionally waive any right either may have to a trial by jury in State and or Federal court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract, arising out of, under, or in connection with the Work, or any course of conduct, course of dealing, statements or actions or inactions of any party. The venue for any lawsuit arising out of this Contract shall be Monroe County, Florida.

9.11 Attorneys' Fees. If either the CITY or CONTRACTOR is required to enforce the terms of the Contract by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

9.12 Amendments. This Contract may only be amended by the prior written approval of the parties or by execution of a Change Order in the form as provided by the City.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: THE CITY OF MARATHON, FLORIDA, signing by and through its Mayor or Vice Mayor, authorized to execute same by Council action on the ____ day of ____, 20__, and by _____ (Contractor), signing by and through its _____, duly authorized to execute same.

CONTRACTOR

WITNESS

By: _____ By: _____

By _____
(Signature and Title)
(Corporate Seal)

(Type Name/Title signed above)

____ day of _____, 20__.

CITY

ATTEST

CITY OF MARATHON, FLORIDA

City Clerk

_____,
City Manager

____ day of _____, 20__.

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE CITY OF MARATHON ONLY:

By: _____
City Attorney

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so on its behalf.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ of _____ and that
_____, who signed the Bid with the City of Marathon, Monroe County, Florida for
_____, is _____ of said Corporation with full
authority to sign said Bid on behalf of the Corporation.

Signed and sealed this ____ day of _____, 20__.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public

CERTIFICATE AS TO AUTHORIZED CORPORATE PERSONNEL

I, _____, certify that I am the _____ of _____, who signed the Bid with the City of Marathon, Monroe County, Florida, for the project titled _____, and that the following persons have the authority to sign payment requests on behalf of the Corporation:

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

(Signature) (Typed Name w/Title)

Signed and sealed this ____ day of _____, 20__.

(SEAL) _____
Signature

Typed w/Title

STATE OF FLORIDA
COUNTY OF MONROE

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20__.

My Commission Expires:

Notary Public



COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor and Councilmembers

From: Brian Shea, Planning Director

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-43**, Approving a Grant Agreement between the City of Marathon and the Florida Department of Transportation in the amount of \$250,000.00 For Creation of a Bicycle and Pedestrian Master Plan; Appropriating Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

FDOT's Bicycle and Pedestrian Master Plan is a comprehensive framework for enhancing safe and connected bicycle and pedestrian facilities across Florida. It aims to improve mobility and safety for non-motorized road users by incorporating pedestrian and bicycle needs into transportation planning. These funds will help the City of Marathon develop an action plan and inform improvements along Highway US 1 corridor.

ATTACHMENTS

Grant Contract

CONSISTENCY CHECKLIST:

| | Yes | No |
|------------------------------------|----------|-------|
| 1. Comprehensive Plan – Chapter 8 | <u>X</u> | _____ |
| 2. Other: Grant Agreement Contract | <u>X</u> | _____ |

FISCAL NOTE:

Approval will allow the City reimbursement of funds expended towards the master plan project. The revenue from this grant is included in the adopted FY25 General Fund Budget.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-43**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A GRANT CONTRACT BETWEEN THE CITY AND THE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$250,000.00 TO CREATE A BICYCLE AND PEDESTRIAN MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FDOT's Bicycle and Pedestrian Master Plan is a comprehensive framework for enhancing safe and connected bicycle and pedestrian facilities across Florida. It aims to improve mobility and safety for non-motorized road users by incorporating pedestrian and bicycle needs into transportation planning; and

WHEREAS, these funds are earmarked to help communities develop action plans and inform improvements along highway corridors; and

WHEREAS, the City of Marathon submitted a grant application in 2023 to the Florida Department of Transportation seeking an award of grant funding to create a Bicycle and Pedestrian Master Plan along Highway US 1, and

WHEREAS, the City was awarded \$250,000.00 by the Department of Transportation to create such action plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Manager is authorized to sign grant documents and any amendments.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY 2025.

THE CITY OF MARATHON, FLORIDA

Mayor Lynn Landry

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS
SUBRECIPIENT GRANT AGREEMENT

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| | | |
|--|--|---|
| Financial Project Number(s): (item-segment-phase-sequence) <u>453692-1-14-01</u> | Fund(s): Work Activity Code/Function: <u>0106</u> Federal Award Identification Number (FAIN): _____ Federal Award Date: _____ Subrecipient Unique Entity ID (SAM) Number: <u>GGMEC9JK</u> <u>DAQ8</u> | FLAIR Category: <u>088854</u> Object Code: <u>780000</u> Org. Code: <u>55062010630</u> Vendor Number: <u>F650984873004</u> |
| Contract Number: _____ | County Number: <u>90</u> | Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u> |

THIS SUBRECIPIENT GRANT AGREEMENT ("Agreement") is entered into this ____ day of ____, 20__ (the "Effective Date"), between the State of Florida, Department of Transportation, an agency of the State of Florida (the "Department"), and City of Marathon (the "Recipient") (each a "Party" and collectively, the "Parties").

The Parties agree as follows:

1. Authority: The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Subrecipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit D, Subrecipient Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. Purpose of Agreement. The purpose of this Agreement is to provide a subaward of Federal Highway Administration ("FHWA") ____ grant funds to the Subrecipient for CITY OF MARATHON BICYCLE & PEDESTRIAN MASTER PLAN (the "Project"). The Project is more particularly described in **Exhibit A, Project Description and Responsibilities** to this Agreement.

3. The Project. The Subrecipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable laws and the terms and conditions of this Agreement. **Exhibit A** describes the scope of work to be performed by the Subrecipient and provides a proposed schedule for the completion of the Project. The Project scope in **Exhibit A** identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of Project scope elements. All Project activities must be consistent with the scope described in **Exhibit A**. An amendment to this Agreement is required for any proposed change in the scope of work. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Subrecipient for the Project.

4. Term of Agreement. The term of this Agreement and the period for performance of the Project under this Agreement extends from the Effective Date through 09/30/2028 (the "Completion Date"). If the Subrecipient does not complete the Project on or before the Completion Date, this Agreement will expire, unless the Completion Date is extended by an executed amendment to this Agreement. Expiration of this Agreement will be considered termination of the Project.

5. Project Funding and Budget.

a. Project Cost. The estimated cost of the Project is \$250,000.00 (the "Project Estimate"), and is allocated among the Project activities in **Exhibit B, Schedule of Financial Assistance**. An amendment to the grant agreement is required for any re-budgeting of Project funds provided under this Agreement. Re-budgeting of Project funds between operating (if any) and capital line items may not be allowable due to grant limitations and potentially different match requirements.

b. Department Subaward. Under this Agreement, the Subrecipient, a non-federal entity, is the subawardee of FHWA TA grant funds awarded to the Department under [designation of discretionary grant awarded or other authority under which FHWA funds are being provided]. The Department will provide financial assistance for the Project up to the maximum amount of the federally funded subaward made under this Agreement, \$250,000.00 (the "Maximum Federal Financial Assistance"), as more specifically detailed in **Exhibit B**, in accordance with the terms and conditions of this Agreement. Any terms and conditions that are specific to this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS
SUBRECIPIENT GRANT AGREEMENT

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subaward are attached as **Exhibit A** and shall control over any inconsistent provisions in the body of this Agreement or the other exhibits attached to this Agreement.

c. Matching Funds. The Subrecipient agrees to provide all matching funds required under the terms of the federal grant. The eligibility and use of matching funds shall be governed by applicable federal law, regulations and guidance. The Subrecipient is also responsible for all costs required to complete the Project that exceed the Project Estimate. The Subrecipient shall take all actions required for the Subrecipient to provide the necessary funds for the Project. The Department will have no responsibility for any Project costs in excess of the Maximum Federal Financial Assistance.

d. Eligible Costs. Financial assistance provided by the Department under this Agreement will only be available for Project costs incurred after the Effective Date of this Agreement and prior to termination or expiration of this Agreement.

e. Ineligible Costs. In determining the amount of any payment, the Department will exclude all Project costs incurred by the Subrecipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance in **Exhibit B** for the Project, costs agreed to be borne by the Subrecipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. The federal funds awarded under this Agreement will not be provided for any cost not incurred in accordance with applicable federal and state laws, regulations and grant program requirements. If FHWA or the Department determines that any cost claimed is not eligible, the Department will notify the Subrecipient. The notification will identify the items and amounts that are not eligible for reimbursement with federal financial assistance and the reason the items and amounts are not eligible. If the Subrecipient is not in compliance with requirements of this Agreement, but such non-compliance is correctable during the term of this Agreement, financial assistance may be withheld by the Department until the non-compliance is corrected. If the Subrecipient's non-compliance is not correctable during the term of this Agreement, FHWA or the Department may deny use of federal funds, in whole or in part. If as a result of the Subrecipient's failure to comply with the terms of this Agreement FHWA determines that federal financial assistance will no longer be available for the Project: (i) the Department is authorized to discontinue federal financial assistance for the Project under this Agreement; (ii) the Subrecipient will be solely responsible to provide all funds necessary to complete the Project; and (iii) the Department is not required to provide any additional state financial assistance for the Project. A determination by FHWA that federal financial assistance is no longer available for the Project is final. The Subrecipient waives any right to contest a discontinuance of financial assistance under this Agreement if FHWA determines federal financial assistance is no longer available.

f. No Federal Obligation. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA, or any representatives of the federal government makes the United States a party to this Agreement.

g. Subaward Contingent on Federal Funding. The Subrecipient acknowledges and agrees that the Department's payment of funds under this Agreement is contingent on the Department receiving the funds from the FHWA. If, for any reason, the FHWA reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project in this Agreement, only outstanding incurred costs within the limits of FHWA provided financial assistance shall be eligible for reimbursement.

h. Repayment of Grant Funds. Upon a finding by FHWA, or the Department in lieu of FHWA, that the Subrecipient has made an unauthorized or undocumented use of grant funds, or that any Project costs are ineligible for federal reimbursement, and upon a written demand for repayment issued by the Department, the Subrecipient shall repay such amounts to the Department within 40 days of written demand. The Subrecipient shall also repay any other grant funds received by the Subrecipient under this Agreement in excess of the amount to which the Subrecipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

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i. **Reversion of Unexpended Grant Funds.** All funds granted by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

6. Invoices.

a. **Requests for Reimbursement.** In order to obtain any of the federal funds available from the Department under this Agreement, the Subrecipient shall file with the Department Grant Manager its request for reimbursement and any other information regarding the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

The Subrecipient shall submit requests for reimbursement to the Department no less than once every 90 days (quarterly). If the Subrecipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in FHWA removing any unbilled financial assistance or the loss of state appropriation authority, the Subrecipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional financial assistance for the Project.

If the Subrecipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Subrecipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit “H”, Alternative Advance Payment Financial Provisions**.

b. **Deliverables and Supporting Documentation.** Requests for reimbursement by the Subrecipient shall include an invoice, progress report and supporting documentation for the period of work being billed that are acceptable to the Department. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F, Contract Payment Requirements**. The Subrecipient shall use the format for the invoice and progress report that is approved by the Department. Approved formats are found in FDOT Topic No. 525-010-300 Local Agency Program Manual. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables identified in **Exhibit A**. Supporting documentation must substantiate the amount of progress made on the Project in a quantifiable, measurable, and verifiable manner, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Subrecipient. Supporting documentation must also establish to the Department Grant Manager’s satisfaction that deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed and criteria for evaluating successful completion have been met.

c. **Travel Expenses.**

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement.

Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department’s Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

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d. Final Invoice. The Subrecipient must submit its final invoice and request for reimbursement for the Project to the Department within 120 days after the Completion Date, or completion of the Project if earlier. Invoices submitted after the 120-day time period may not be paid.

7. Provision of Subaward Funds.

a. Payments and Withholding. Subject to other provisions of this Agreement, the Department will reimburse the Subrecipient for eligible Project costs, up to the amount of the Maximum Federal Financial Assistance. Notwithstanding any other provision of this Agreement, the Department may elect by written notice not to make a payment if:

i. The Department determines that the Subrecipient has misrepresented a material fact in any documents submitted to obtain the subaward of federal funds made under this Agreement, or any document or data furnished with its application or pursuant to this Agreement;

ii. There is any pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;

iii. The Subrecipient takes any action on the Project which, under this Agreement, requires the approval of the Department or makes a related expenditure or incurs related obligations without Department approval when required;

iv. There has been any violation of the conflict of interest provisions contained in this Agreement; or

v. The Department determines the Subrecipient is otherwise in default under any provisions of this Agreement.

b. Reimbursement Basis. Payment shall be made only after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit H, Alternative Advance Payment Financial Provisions** is attached and incorporated into this Agreement.

c. Financial Consequences for Unsatisfactory Performance. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within five (5) days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Subrecipient will not be reimbursed or paid until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for any unpaid performance completed by the Subrecipient during the next billing period or as provided by **Exhibit "H"**, Alternative Advance Payment Financial Provisions. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the term of this Agreement.

d. Florida Prompt Payment Law. The Subrecipient should be aware of the following time frames.

i. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the later of the date the invoice is received or the

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date the goods or services are received, inspected, and approved. Approval and inspection of goods or services shall take no longer than 20 days following the receipt of a complete and accurate invoice.

ii. If a payment is not available within 40 days, then a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Subrecipient. The 40 days are measured from the later of the date the invoice is received or the date the goods or services are received, inspected, and approved. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Invoices that have to be returned to the Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department. A Vendor Ombudsman has been established within Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

e. **Offsets.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

f. **Appropriation Contingency.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature and the availability of the federal financial assistance awarded to the Subrecipient under this Agreement.

g. **Multi-year Contracts.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

8. **Records.**

a. **Project Records.** The Subrecipient shall establish for the Project, consistent with the Department's program guidelines/procedures and "Principles for State and Local Governments", 2 Code of Federal Regulations ("CFR") Part 225, separate accounts to be maintained within its existing accounting system or separate independent accounts ("Project Accounts"). The Subrecipient shall charge to the Project Accounts all eligible costs of the Project except costs agreed to be borne by the Subrecipient or its contractors and subcontractors. All costs recorded in the Project Accounts shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit F**.

b. **Project Costs.** Records of costs incurred under terms of this Agreement shall be maintained in the Project Accounts and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made for the applicable state fiscal year, or such longer period as may be required by applicable law. Copies of these documents and records shall be furnished to the Department and FHWA upon request. Records of costs incurred include the Subrecipient's general accounting records and the Project records, together with supporting documents and records of the Subrecipient and all

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contractors and subcontractors performing work on the Project. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Reports. The Subrecipient shall submit to the Department such data, reports, records, contracts and other documents relating to the Project as the Department or FHWA may require, including those documents listed in **Exhibit A** to this Agreement. The Department may, at its discretion, require a progress report on a monthly basis. The progress report will include details of the progress of the Project towards meeting the requirements of the Agreement.

d. Federal Requirements. The Subrecipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when applicable. In addition to the requirements of section 8, the Subrecipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

e. Right-of-Way. For any project requiring additional right-of-way, the Subrecipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 CFR Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year. Upon completion of right-of-way activities on the Project, the Subrecipient must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the Project.

9. Audits. The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Subrecipient shall comply with all audit and audit reporting requirements as specified below:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and section 215.97 Florida Statutes, monitoring procedures may include but not be limited to on-site visits by Department staff, limited scope audits as defined by 2 CFR 200.425, and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by Department staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit E, Federal Financial Assistance (Single Audit Act)** to this Agreement identifies the Federal resources awarded through the Department by this Agreement. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards, including Federal award resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503, as amended. An audit of the Subrecipient conducted by the State of

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Florida Auditor General in accordance with the provisions of 2 CFR §200.514, will meet the requirements of this part.

ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR §§200.508-512, as amended.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include, but are not limited to, the following:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
- (b) Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the Federal award;
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
- (e) Withhold further Federal awards for the Project or program;
- (f) Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

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vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

The Department at the following address:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitted financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

d. The Subrecipient shall permit, and shall require its contractors to permit, the Department's and FHWA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

10. Termination and Suspension.

a. **Generally.** If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR Part 200.

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b. Actions Upon Termination or Suspension. Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

11. Contracts of the Subrecipient.

a. Approval Required. Except as otherwise authorized in writing by the Department, the Subrecipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. Consultant Services. The Subrecipient acknowledges and agrees that any Project consultant contract for engineering, architecture or surveying services must be procured in compliance with the provisions of Chapter 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, and the federal Brooks Act, 23 CFR 172, and 23 U.S.C. 112. At the discretion of the Department, the Subrecipient will involve the Department in the consultant selection process for all applicable project agreements funded under this Agreement. In all cases, the Subrecipient's attorney shall certify to the Department that selection has been accomplished in compliance with Chapter 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. Compliance with Federal Requirements. The Subrecipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of federal-aid funds. The Subrecipient shall comply with and include the applicable provisions described in Appendix II to 2 CFR Part 200 — Contract Provisions for non-Federal Entity Contracts Under Federal Awards — in each contract it enters into for the Project.

d. Preference for State Residents. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services to be paid from state-appropriated funds, then the Subrecipient must comply with the requirements of Sections 255.099(1) and 255.0991, Florida Statutes. However, for all Project work eligible for reimbursement with the federally funded subaward under this Agreement, this paragraph may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

e. Force Account Work, Indirect Costs.

- ☐ If this box is checked, the Subrecipient is permitted to utilize its own forces in performing the Project. If the Subrecipient proceeds with any phase of the Project utilizing its own forces, the Subrecipient will only be reimbursed for direct costs (this excludes general overhead).
- ☐ If this box is checked, the Subrecipient will seek reimbursement for indirect program expenses allowable under 2 CFR Par 200(select one):

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- ☐ The Subrecipient has elected to seek reimbursement from the Department for actual indirect expenses (no rate).
- ☐ The Subrecipient has elected to apply a de minimis rate of 10% of modified total direct costs in the manner described in 2 CFR 200.414. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.]
- ☐ The Subrecipient has elected to apply a federally approved indirect cost rate based on a federally approved rate agreement.

f. Claims and Requests for Additional Work. The Subrecipient shall have sole responsibility for resolving claims and requests for additional work for the Project. The Subrecipient will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

g. The Subrecipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Subrecipient. If lane or road closures are required by the Subrecipient to ensure the life, health, and safety of the travelling public, the Subrecipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project's structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in Subrecipient's project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Subrecipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

12. Disadvantaged Business Enterprise (DBE) Policy and Obligation. It is the policy of the Department that DBE's, as defined in 49 CFR Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Subrecipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. The Subrecipient and its contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Subrecipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Design and Construction Standards; Required Approvals. If the Project includes construction the provisions of this section are incorporated into this Agreement. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the provisions of **Exhibit O, Terms and Conditions of Construction**, are incorporated into this Agreement and shall control over any inconsistent provisions in the body of this Agreement.

a. Permits. The Subrecipient is responsible for obtaining all permits necessary for the Project.

b. Qualified Contractors. The Subrecipient shall hire a qualified contractor using the Subrecipient's normal competitive bid procedures, modified as necessary to comply with the requirements of this Agreement, to

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perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Subrecipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Subrecipient prior to letting that they are required to hire a contractor prequalified by the Department. For projects located on the Department's right-of-way, the Subrecipient shall award the contract for construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal law, rules, and regulations. The Subrecipient shall submit a copy of the bid tally sheet(s) and awarded bid contract to the Department.

c. CEI. The Subrecipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Subrecipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Subrecipient staff that meet the requirements of this paragraph, or a combination thereof.

d. Design. The Subrecipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant for the design phase of the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices and the AASHTO Policy on Geometric Design of Streets and Highways.

e. Consultant Conflicts of Interest. The Subrecipient shall comply with the Department's current Conflict of Interest Procedure in employing consultants for the Project (currently Department Procedure 375-030-006).

f. Department Plans Review. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit O**. In its sole discretion, the Department may reject designs which it determines do not meet Department standards.

g. Final Plans. The Subrecipient will provide copies of the final design plans and specifications and final bid documents to the Department's Grant Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. Bonds. The Subrecipient shall require the Subrecipient's contractor to post a payment and performance bond in accordance with applicable law.

i. Performance of Construction Work. The Subrecipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Subrecipient and Department standards.

j. Public Safety. The Subrecipient is responsible for ensuring the safety of the public during all phases of Project construction. The Subrecipient and its contractors shall request authority to and take appropriate action to restrict or prohibit travel on any public road when required to protect the traveling public. If the Project is on the State Highway System, the Subrecipient shall follow Department procedures for road closures. Notwithstanding anything to the contrary in any Department or other governmental procedure, if the Subrecipient, or its contractors, become aware of circumstances related to the Project that could present an imminent risk of harm

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to the travelling public, the Subrecipient shall, and shall require its contractors to, immediately take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility.

k. Completion of Construction. Upon completion of the work authorized by this Agreement, the Subrecipient shall certify to the Department in writing, that construction of the Project has been completed, or for all Project work that originally required certification by a professional engineer, this notification shall be signed and sealed by a professional engineer, the form of which is attached as **Exhibit I, Final Inspection and Acceptance of Federal Aid Project**. If any deviations are found from the approved plans, the certification shall include a list of all deviations and the justification for each deviation.

l. As-Built Plans. The Subrecipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

14. Use and Maintenance Obligations.

a. Public Use. The Subrecipient shall use the Project facilities and equipment to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and applicable federal requirements.

b. Maintenance. If the Project includes construction, the provisions of this paragraph are part of this Agreement. The Subrecipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life and in accordance with all federal requirements applicable to the subaward of federal funds under this Agreement. If the Subrecipient constructs any improvement on Department right-of-way, the Subrecipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Subrecipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, the Subrecipient shall, prior to any payment under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. This provision will survive termination or expiration of this Agreement.

15. Project Property.

a. Federal Requirements. The title, acquisition, use, management, and disposition of all property acquired or constructed with grant funds under this Agreement shall be governed by applicable federal law, rule, and guidance including without limitation, the provisions of 2 CFR Part 200.

b. Tangible Personal Property.

☒ This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

c. Disposal. If the Subrecipient disposes of any Project facility or equipment, acquired in whole or in part with the federal financial assistance provided under this Agreement, during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Subrecipient will comply with the terms of 2 CFR Part 200 relating to property management standards. Except as otherwise provided in 2 CFR Part 200, the Subrecipient agrees to remit to the Department a proportional amount of the proceeds from the disposal of such facility or equipment. Such proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment provided under this Agreement to the total cost of such facility or equipment. Sale of Project property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the

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Department. If any portion of the proceeds from the sale to the Subrecipient are non-cash consideration, reimbursement to the Department shall include a proportional amount based on the value of the non-cash consideration. The Subrecipient must remit such proportional amount to the Department within ninety (90) days after the official date of disposal. The terms of this paragraph shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items acquired, construed or installed with the proceeds of the subaward provided under this Agreement, except that the terms of this paragraph shall have unlimited duration with respect to real property acquired with the proceeds of the subaward provided under this Agreement.

16. Restrictions, Prohibitions, Controls, and Labor Provisions. During the performance of this Agreement, the Subrecipient agrees as follows, and shall require the following provisions to be included in each contract and subcontract entered into pursuant to this Agreement:

a. Convicted Vendors. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendors. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

c. Certificates of Qualification. An entity or affiliate who has had its Department issued certificate of qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor or consultant may not submit a bid or perform work on a contract with the Subrecipient, including the design, construction or repair of a public building or public work.

d. Code of Conduct. The Subrecipient has established, and will maintain, a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

e. Debarment and Suspension. The Subrecipient must comply with the provisions in 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Subrecipient shall not enter into any arrangement to participate in the development or implementation of the Project with any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Subrecipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Subrecipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

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f. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

g. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

h. Contract Work Hours and Safety Standards. Where applicable, all contracts funded under this Agreement in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

i. E-Verify. The Subrecipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subrecipient during the term of the Agreement; and

ii. Expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the Agreement term; and

iii. Adhere to requirements in section 448.095, Florida Statutes.

17. Indemnification and Insurance.

a. Indemnification. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Subrecipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Subrecipient or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or Subrecipient's sovereign immunity, nor shall the same be construed to constitute agreement by Subrecipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. This indemnification shall survive the termination of this Agreement.

b. Subrecipient Contracts. Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

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"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify, defend, and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

The foregoing indemnification shall not constitute a waiver of the Department's or the Subrecipient's sovereign immunity. Nor shall the same be construed to constitute agreement by Subrecipient's contractor/subconsultant to indemnify the Subrecipient for the negligent acts or omissions of the Subrecipient, its officers, agents, or employees, or for the acts of third parties. Nor shall the same be construed to constitute agreement by Subrecipient's contractor/subconsultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties

This indemnification shall survive the termination of this Agreement."

c. Workers' Compensation. The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

d. General Liability. If the Subrecipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Subrecipient may self-insure and proof of self-insurance shall be provided to the Department. If the Subrecipient elects to hire a contractor or consultant to perform the Project, then the Subrecipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Subrecipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Subrecipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

e. Railroad Protective Liability. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Subrecipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured

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and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

f. Utilities. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

18. General Federal Requirements. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. Governing Regulations. In performing the Project, the Subrecipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If applicable to the award of funds to the Subrecipient pursuant to this Agreement, the Subrecipient will comply with all applicable requirements of the current Federal Transit Administration Master Agreement. The Subrecipient certifies that its procurement system complies with the requirements of this paragraph. The Subrecipient agrees to include adequate provisions to ensure compliance with applicable federal requirements in each lower tier third party contract financed in whole or in part with financial assistance under this Agreement including all applicable provisions of this Agreement

b. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

c. Title VI - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), and the regulations of the Federal Department of Transportation issued thereunder. The

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Subrecipient shall include the attached **Exhibit C**, Title VI Assurances, in all contracts with consultants and contractors performing work on the Project.

d. Title VIII - Civil Rights Act of 1968. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

e. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

f. Federal Financial Assistance Policy to Ban Text Messaging While Driving. As used in this paragraph:

"Driving" - Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" - means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

This section implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

The Subrecipient should-

Adopt and enforce policies that ban text messaging while driving- (i) Subrecipient-owned or -rented vehicles or government-owned vehicles; or (ii) Privately-owned vehicles when on official government business or when performing any work for or on behalf of the government.

Conduct initiatives in a manner commensurate with the Subrecipient's size, such as- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Sub-agreements/sub-contracts. The Subrecipient shall insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that exceed the Federal Highway Administration micro-purchase threshold.

g. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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h. Ownership of Data and Creative Material. The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property.

i. Certification of Restrictions on Lobbying Disclosure. The Subrecipient certifies to the best of its knowledge and belief that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, to any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

The Subrecipient acknowledges that the certifications made in this section are material representations of fact upon which the Department is relying in entering into this Agreement.

The Subrecipient shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

j. Buy America. The Subrecipient agrees to comply and require its consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act regarding the use of steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. The Subrecipient shall ensure that all manufacturing processes for this material occur in the United States.

k. Federal Certification and Assurances; Execution and Incorporation. The Subrecipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

l. Environmental Regulations. Execution of this Agreement constitutes a certification by the Subrecipient that the Project will be carried out in accordance with all applicable environmental regulations including the securing of any applicable permits. The Subrecipient will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith. Without limiting the generality of the foregoing, in connection with the Project, the Subrecipient will not use any facilities that are in violation of the Clean Air Act or the Federal Water Pollution Control Act, will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities", will report the use of prohibited facilities to the Federal Transit Administration and the Regional U.S. EPA Office, and shall comply with Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and the requirements of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 – 1377.

m. Performance Evaluations (2 CFR 200.331). Subrecipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the monitoring and risk process. Evaluations are submitted to the Subrecipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Subrecipient no more than 30 days after project close out.

19. Miscellaneous Provisions.

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a. Compliance with Conditions and Laws. The Subrecipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

b. Compliance with Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, Florida Statutes. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Subrecipient, contractor, sub-contractor, or materials vendor to comply with the provisions of Chapter 119, Florida Statutes.

c. Prohibited Interests. The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

- i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
- ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
- iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.

d. Interest of Members of, or Delegates to, Congress or Legislature. No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

e. Department Not Obligated to Third Parties. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

f. Relationship of Parties. The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

g. When Rights and Remedies Not Waived. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

i. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained in

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this Agreement, unless the omission of the invalid or unenforceable provision would cause this Agreement to violate any applicable law or fail its fundamental purpose.

j. Bonus or Commission. By execution of the Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

k. Notices. Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following addresses:

Contact Names and Addresses:

Subrecipient: City of Marathon
Address: 9805 Overseas Highway
Marathon,
, Florida 33050
Contact Name: Brian Shea, Planning Director / Maria Covelli, Grants Coord.
Contact Telephone: 305-743-0033

Florida Department of Transportation
Address:
Program Management Room 6112B
1000 NW 111th Avenue
Miami, Florida 33172
Contact Name: Jessica Beck-Galindo
Contact Telephone: (305) 470-5404

l. Agreement Format. All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

m. JURY TRIAL WAIVER. THE BORROWER AND THE DEPARTMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

n. Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

o. State Lobbying. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.

p. Inspector General Cooperation. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

q. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

r. Amendments. This Agreement may not be amended, except by a writing signed by both Parties.

20. Exhibits.

a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.

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- b. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- c. ☐ For project phases including but not limited to Phase 58 (construction), equipment installation activities, or force account work completed by a railroad or utility, **Exhibit "I"**, Final Inspection and Acceptance of Federal-Aid Project, is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- e. ☒ The following Exhibit(s) are attached and incorporated into this Agreement: A, B, C, D, E, F,

f. Exhibits and Attachment.

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Subrecipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

*Exhibit H: Alternative Advance Payment Financial Provisions

*Exhibit I: Final Inspection and Acceptance of Federal-Aid Project

*Exhibit O: Terms & Conditions of Construction in Department Right of Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

[signatures on following page]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

SUBRECIPIENT City of Marathon

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Legal Review:

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT A****PROJECT DESCRIPTION AND RESPONSIBILITIES**FPN: 453692-1-14-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
City of Marathon (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
- ☒ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 13.1 Miles Mile markers 47 to Mile marker 60.

PROJECT DESCRIPTION: Planning study of a Bicycle and Pedestrian Master plan for the City of Marathon.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide the final planning documentation and any findings at the end of this project.

The Subrecipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Study to be completed by 9/30/2028 .
- b) Equipment purchase or leasing to be completed by NA.

If this schedule cannot be met, the Subrecipient will notify the Department in writing with a revised schedule, or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE**

| | |
|---|---|
| SUBRECIPIENT NAME & BILLING ADDRESS: City of Marathon 9805 Overseas Highway Marathon, FL 33050 | FINANCIAL PROJECT NUMBER: 453692-1-14-01 |
|---|---|

A. Estimate of Project Costs by Grant Phase:

| PHASE OF WORK By Fiscal Year | (1) TOTAL PROJECT FUNDS | (2) LOCAL FUNDS | (3) FEDERAL FUNDS |
|-------------------------------------|-------------------------------|--------------------|----------------------|
| Planning- Phase 14 | | | |
| FY: 2025 (Local Programs) | \$ _____ | \$ _____ | \$ 250,000.00 |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| Total Planning Cost | \$ 0.00 | \$ 0.00 | \$ 250,000.00 |
| Operations- Phase 84* | | | |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| Total Operations Cost | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Capital Equipment- Phase 94 | | | |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| Total Capital Equipment Cost | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| (Insert Phase) | | | |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| FY: (Insert Program Name) | \$ _____ | \$ _____ | \$ _____ |
| Total Phase Costs | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| TOTAL COST OF THE PROJECT | \$ 0.00 | \$ 0.00 | \$ 250,000.00 |

A. Operations Phase 84* - Estimate of Project Costs by Budget Category (if applicable):

| Budget Categories** | Total | Local | Federal |
|----------------------------|----------------|----------------|----------------|
| Salaries | \$0.00 | \$ | \$ |
| Fringe Benefits | \$0.00 | \$ | \$ |
| Contractual Services | \$0.00 | \$ | \$ |
| Travel | \$0.00 | \$ | \$ |
| Other Direct Costs | \$0.00 | \$ | \$ |
| Indirect Costs | \$0.00 | \$ | \$ |
| Totals | \$ 0.00 | \$ 0.00 | \$ 0.00 |

** Budget category amounts in the Operations Phase are estimates and can be shifted between items without amendment to the Agreement.

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

District Grant Manager Name

Signature

Date

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **Title 49, Code of Federal Regulations, Part 21**, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation*, or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT

EXHIBIT D

SUBRECIPIENT RESOLUTION

The Subrecipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-XX**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A GRANT CONTRACT BETWEEN THE CITY AND THE DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$250,000.00 TO CREATE A BICYCLE AND PEDESTRIAN MASTER PLAN; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the FDOT's Bicycle and Pedestrian Master Plan is a comprehensive framework for enhancing safe and connected bicycle and pedestrian facilities across Florida. It aims to improve mobility and safety for non-motorized road users by incorporating pedestrian and bicycle needs into transportation planning.

WHEREAS, these funds are earmarked to help communities develop action plans and inform improvements along highway corridors.

WHEREAS, the City of Marathon submitted a grant application in 2023 to the Florida Department of Transportation seeking an award of grant funding to create a Bicycle and Pedestrian Master Plan along Highway US 1, and

WHEREAS, the City was awarded \$250,000.00 by the Department of Transportation to create such action plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Manager is authorized to sign grant documents and any amendments.

Section 3. This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT E****FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)****FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfd&is_active=true&page=1
Award Amount: \$250,000.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards

<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code

<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code

<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)

<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division

<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)

<https://www.fsrs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY FUNDS SUBRECIPIENT GRANT AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.



COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

From: Carlos A. Solis, P.E., Director of Public Works & Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-44** Approval Of A Second Amendment To The Existing Contract For Emergency Debris Removal Monitoring Services With Tetra Tech, Inc.; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City is currently under contract with Tetra Tech, Inc. for emergency debris removal monitoring services. In cases of declared emergencies, the cost for these services is reimbursable by the Federal Government, primarily through FEMA. The service is required to provide detail monitoring and accountability of debris removal services for reimbursement to FEMA for such work. In May of 2023, the City executed the first of two allowable extensions for these services. This extension expires on June 10, 2025, however, the contract has provisions for a second extension of an additional two year term. In the previous request for proposal, Tetra Tech was the only respondent. As stated in the original RFP, the contractor may request a price increase at the sole discretion of the City Council. The contractor did not request an increase in the first extension, and is requesting an increase equivalent to the CPI adjustment as established by the Federal Government for the period ending in April 2025, which is expected to be in the 2.4% range. Due to the inflationary period experience since the original contract was executed in May of 2020, it is staff's opinion that the CPI increase is a reasonable request.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-----------------------|-----|-----|
| 1. Comprehensive Plan | XXX | ___ |

FISCAL NOTE:

If a notice to proceed is issued for this contract it will require a budget amendment.

RECOMMENDATION: Council Approve Resolution



April 28, 2025

Sent via email to Solisc@ci.marathon.fl.us

Carlos A. Solis, P.E.
Director of Public Works & Engineering
City of Marathon | Public Works
9805 Overseas Highway
Marathon, FL 33050

RE: Emergency Disaster Debris Removal Monitoring Service (RFP No. 2020-004)
2025 Request for Contract Renewal and Rate Change

Dear Mr. Solis,

The City of Marathon, Florida (City) entered into a contract for Emergency Disaster Debris Removal Monitoring Services with Tetra Tech, Inc. (Tetra Tech) for a period beginning on June 10, 2020 through June 10, 2023, with a current expiration date of June 10, 2025, with the option to renew the contract term for up to two (2) additional two (2) year periods.

Tetra Tech is requesting the City to exercise the second renewal option from June 10, 2025 to June 10, 2027 with an adjustment to the hourly rates based on the CPI-U Base Price Adjustment Calculation for April 2024 to April 2025.

Please contact me directly at TDR.Contracts@tetratech.com should you have any questions or need additional information related to this request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kayla Lemaire', with a stylized flourish at the end.

Kayla Lemaire
Contract Administrator II

Tetra Tech, Inc.

2301 Lucien Way, Suite 120, Maitland, FL 32751
407-735-6580 | TDR.contracts@tetratech.com | tetratech.com
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**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-44**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING A SECOND AMENDMENT TO THE EXISTING CONTRACT FOR EMERGENCY DEBRIS REMOVAL MONITORING SERVICES WITH TETRA TECH, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the “CITY”) and Tetra Tech, Inc. (the “CONTRACTOR”) entered into a three-year agreement for disaster response services related to Debris Removal Monitoring (the “Agreement”), dated June 10, 2020; and

WHEREAS, the CITY and CONTRACTOR have agreed to renew the agreement with an CPI adjustment as established by the Federal Government for the period ending in April 2025, and an additional two (2) year term as both are allowed in the current contract by written notice; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The Amendment to the Agreement between the City and the Contractor for disaster response services related to Debris Removal Monitoring, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF MAY, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

SECOND AMENDMENT TO EMERGENCY PROFESSIONAL SERVICES AGREEMENT

This second Amendment to The Goods And Services Agreement is entered into this ____ day of May, 2025, by and between the CITY OF MARATHON, a Florida municipal corporation, with its address at 9805 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as the “CITY”) and Tetra Tech, Inc., with its address at 2301 Lucien Way, Suite 120, Maitland, Florida 32751 (hereinafter referred to as the “CONTRACTOR”).

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into a three-year agreement for disaster response services related to Debris Removal Monitoring (the “Agreement”), dated June 10, 2020; and

WHEREAS, the CITY and CONTRACTOR have agreed to renew the agreement under the same conditions for an additional two (2) year term as allowed in the current contract by written notice; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Term of the Agreement is amended to extend to and through June 10, 2027.

Section3. As stipulated in the original RFP, and as may be approved by the City Council, a price adjustment may be approved by Council. As such, a price increase equal to the CPI as of April 30, 2025 shall be allowed for this extension.

Section3. In the event a hurricane or similar emergency, the Tetra Tech Agreement would be subject to activation by the City.

Section 4. Any services provided under the Tetra Tech agreement are hereby subject to all pertinent FEMA guidance, as may have been updated at the time of activation of the Agreement.

Section 5. This amendment shall take effect immediately upon its adoption and execution by the CONTRACTOR and CITY, the City Manager is authorized to execute the agreement on behalf of the CITY.

IN WITNESS WHEREOF, CITY and CONTRACTOR have made and executed this Agreement on the date written above.

CITY OF MARATHON, FLORIDA

ATTEST:

Diane Clavier, City Clerk

George Garrett, City Manager

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE
OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

Tetra Tech, Inc.

By: _____

Printed Name: _____

Title: _____



COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor & Members of the City Council

From: George Garrett, City Manager

Agenda Item: **Resolution 2025-45**, Approving A Work Directive Change With Charley Toppino and Sons, Inc. For The Marathon Sombrero Blvd Drainage Improvements Project In The Amount Of \$46,074.33; Authorizing The City Manager To Sign The Work Directive Change And To Expend Appropriated Funds; And Providing An Effective Date.

BACKGROUND & JUSTIFICATION:

As the contractor, Charley Toppino & Sons, Inc.. has begun the Sombrero Blvd. drainage improvement project, they have discovered expected conflicts in areas that require some construction modification. As a result, it has been determined that two FKEC power poles must be moved and relocated.

The materials and work will be carried out by the Florida Keys Electric Cooperative (FKEC). See attached Exhibit A.

The City approved a contract with Charley Toppino & Sons, Inc., through Resolution 2024-127 to complete the Marathon Sombrero Blvd. Drainage Improvements Project. Section 30 of the Contract identifies the variability of "Subsurface Conditions" and provides a route for additional payments through Section 29 of the Contract (a Change Order) when such variability requires a modification in the Contract. It has been determined that no other option exists but to move two Florida Keys Electric Cooperative (FKEC) telephone poles based on subsurface conditions. Approval of this Resolution is in the best interest of the City in protecting the health, safety, and welfare of the City,

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------|----------|----|
| 1. Comprehensive Plan | | |
| 2. Other –Sewer Mandate | <u>X</u> | |

FISCAL NOTE:

Approval of this resolution will appropriate funds in the FY25 Stormwater Utility Budget for this change order

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-45**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A WORK DIRECTIVE CHANGE WITH CHARLEY TOPPIO AND SONS, INC. FOR THE MARATHON SOMBRERO BLVD. DRAINAGE IMPROVEMENTS PROJECT IN THE AMOUNT OF \$46,074.33; AUTHORIZING THE CITY MANAGER TO SIGN THE WORK DIRECTIVE CHANGE AND TO EXPEND APPROPRIATED FUNDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS; the City approved a contract with Charley Toppino & Sons, Inc., through Resolution 2024-127 to complete the Marathon Sombrero Blvd. Drainage Improvements Project; and

WHEREAS; Section 30 of the Contract identifies the variability of “Subsurface Conditions” and provides a route for additional payments through Section 29 of the Contract (a Change Order) when such variability requires a modification in the Contract; and.

WHEREAS; it has been determined that no other option exists but to move two Florida Keys Electric Cooperative (FKEC) telephones poles based on subsurface conditions; and

WHEREAS; approval of this Resolution is in the best interest of the City in protecting the health, safety, and welfare of the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Work Directive Change # 1 identified in the attached Exhibit is hereby approved. The City Manager is authorized to sign the Order and to expend funds based upon it.

Section 3. This resolution shall take effect immediately upon its adoption and signature of both parties.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 13TH DAY OF MAY 2025**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE
CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney

EXHIBITS 'A & B'

EXHIBIT "C"
CHANGE ORDER

CHANGE ORDER NO. 1

TO: City of Marathon

PROJECT: Sombrero Blvd Drainage Improvements

CONTRACTOR: Charley Toppino & Sons Inc.

DATE: April 28, 2025

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$4,870,496.00 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **unchanged** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Travelers Casualty and Surety
Company of America _____ (Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
William L. Parker, Attorney in Fact

Attest: _____
Signature and Title
Claudia Diaz, secretary

City of Marathon

By: _____
Name: _____
Title: _____

Contractor: Charley Toppino & Sons, Inc.
By: _____
Name: _____
Title: _____

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

| | | |
|------|---|--------------------------|
| (1) | Original Contract Price | <u>\$ 4,870,496.00</u> |
| (2) | Current Contract Price (Adjusted by Previous Change Orders) | <u>\$ 4,870,496.00</u> |
| (3) | Total Proposed Change in Contract Price | <u>\$ 46,074.33</u> |
| (4) | New Contract Price (Item 2 + Item 3) | <u>\$ 4,916,570.33</u> |
| (5) | Original Contract Time (Days) | <u>365 Days</u> |
| (6) | Current Contract Time (Adjusted by Previous Change Orders) | <u>365 Days</u> |
| (7) | Total Proposed Change in Contract Time | <u>0 Days</u> |
| (8) | New Contract Time (Item 6 + Item 7) | <u>365 Days</u> |
| (9) | Original Contract Substantial Completion Date | <u>February 15, 2026</u> |
| (10) | New Contract Substantial Completion Date | <u>February 15, 2026</u> |

| CHANGE ORDER HISTORY | | | | | | |
|----------------------|-------------|-------------------------|-----------------|------------------|---------------------------|--------------------------|
| Item No. | Description | Current Contract Amount | Additive Change | Deductive Change | Net Change Contract Price | Net Change Contract Time |
| 1 | CO #1 | \$4,870,496.00 | \$46,074.33 | \$0.00 | \$4,916,570.33 | 0 days |
| | | | | | | |
| | | | | | | |
| Total | | | | | \$4,916,570.33 | 0 days |

This Change Order addresses unforeseen utility conflicts impacting the installation of the 24” injection well for the proposed pump station. Proximity to overhead electric lines posed a conflict with the drilling of the proposed well which therefore resulted in coordination with FKEC to relocate two (2) existing power poles. This Change Order reflects the additional costs needed for FKEC to perform this adjustments beyond the original project scope.

The cost breakdown is as follows:

| | |
|--------------------------------|---------------------|
| PCO #1 – FKEC Poles Relocation | \$ 46,074.33 |
| | |
| | |
| TOTAL | \$ 46,074.33 |



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William L. Parker** of **MIAMI**, Florida, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15 day of April 2025



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

EXHIBIT "D"

Form of Work Directive Change

WORK DIRECTIVE CHANGE

No. #1

DATE OF ISSUANCE April 15, 2025

EFFECTIVE DATE _____

OWNER: City of Marathon

CONTRACTOR: Charley Toppino & Sons, Inc.

Contract: City of Marathon Sombrero Blvd Drainage Improvements

Project: City of Marathon Sombrero Blvd Drainage Improvements

OWNER's Contract No. _____ ENGINEER's Project No. 24100.001

You are directed to proceed promptly with the following change(s):

Description:

- FKEC Power Pole Relocation for Pump Station

Purpose of Work Directive Change:

- Allow contractor to coordinate with FKEC on payment for relocation of existing power poles without delaying construction schedule.

Attachments: (List documents supporting change)

- Work Directive #1 Memorandum

If OWNER or CONTRACTOR believe that the above change has affected Contract Price, any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices

☐ Lump Sum

☒ Cost of the Work: \$43,880.31 + 5.0%

Estimated increase (decrease) in Contract Price: \$46,074.33

If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:

Substantial Completion: 0 days;

Ready for final payment: 0 days.

RECOMMENDED:

By: Steve Suggs
ENGINEER

AUTHORIZED:

By: Burge Smith
CITY



MEMORANDUM

To: George Garrette – City Manager, City of Marathon
From: Steve Suggs, P.E.
Date: April 15, 2025
Re: COM Sombbrero Blvd Drainage Improvements – Work Directive #1

This memorandum documents Work Directive #1 for the Sombbrero Boulevard Drainage Improvements Project. The directive authorizes the contractor, Charley Toppino & Sons (CTS), to coordinate and fund the relocation of two Florida Keys Electric Cooperative (FKEC) power poles that conflict with the planned drainage work.

Scope of Work

FKEC will remove and reinstall two (2) existing poles and associated overhead lines to provide the necessary clearance for the drilling of the proposed 24-inch injection well. CTS will serve as the City's liaison, manage all scheduling with FKEC, and ensure the relocation is completed before drilling of the well in this area. The proposed relocation of the existing poles and overhead electric are shown in the attached Exhibit B.

Cost Summary

The table below outlines the cost impact for the proposed relocation to be incorporated into the construction contract as Change Order #1.

| Cost Summary | |
|---|--------------------|
| FKEC Invoice Amount (Exhibit A) | \$43,880.31 |
| Contractor Mark-Up (As Allowed by Contract; 5.0%) | \$2,194.02 |
| Total Change Order #1 Amount | \$46,074.33 |

Because the total exceed the City's \$35,000.00 administrative threshold, City Council authorization is required. The next regular City Council meeting is scheduled for May 13, 2025. A change order package will be submitted for placement on that agenda.

Work Directive Agreement

To avoid scheduling impacts, Work Directive #1 permits CTS to issue payment directly to FKEC upon approval of this directive. Reimbursement will occur in the following pay application period once Change Order #1 is formally approved by Council and executed by all parties.

Attachments

- Exhibit A: FKEC Invoice for Pole Relocation
- Exhibit B: FKEC Pole Relocation Aerial



Exhibit A: FKEC Invoice for Pole Relocation

| FKEC-COST ESTIMATE WORKSHEET | | FKEC-COST INVOICE WORKSHEET | | FKEC-COST QUOTE WORKSHEET | |
|--|---|-----------------------------|--------------------|---------------------------|---------------------|
| CIA | Material Sale Only | CIA | Material Sale Only | CIA | Material Sale Only |
| Labor: | | Crew Size | Total Hours | Hourly Rate | Cost |
| Line Crew Construction | Reg Hrs | 5 | 12.00 | \$ 52.00 | \$ 3,120.00 |
| Line Crew Retirement | Reg Hrs | 5 | 12.00 | \$ 52.00 | \$ 3,120.00 |
| Line Crew | DT Hrs | 0 | 0.00 | \$ 104.00 | \$ - |
| ROW Crew | Reg Hrs | 0 | 0.00 | \$ 35.00 | \$ - |
| ROW Crew | OT Hrs | 0 | 0.00 | \$ 52.50 | \$ - |
| ROW Crew | DT Hrs | 0 | 0.00 | \$ 70.00 | \$ - |
| Subtotal Labor | | | | | \$ 6,240.00 |
| Taxes & Benefits | | | | 60% | \$ 3,744.00 |
| Total Labor: | | | | | \$ 9,984.00 |
| FKEC Installed Equipment & Material(s): | | Quantity | Price | Cost | |
| E48500011 | 50GX-13 POLE- DUCTILE IRON 50' 13KIP SELF SUPPOR | 1.00 | \$ 7,654.74 | \$ 7,654.74 | |
| E48450004 | 45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP | 1.00 | \$ 5,150.82 | \$ 5,150.82 | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| E48450004 | 45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP - \$4,637.80 | 0.00 | \$ 5,150.82 | \$ - | |
| | DOB 2022 - 3.32% | 0.00 | \$ - | \$ - | |
| E48400007 | 40C1GX POLE- DUCTILE IRON 40' C1 2.93KIP - \$1,385.63 | 0.00 | \$ 2,706.31 | \$ - | |
| | DOB 2010 - 3.32% | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| FKEC Installed Equipment & Material(s): | | | | | \$ 12,805.56 |
| Member/Developer Installed Equipment & Material(s): | | Quantity | Price | Cost | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| | | 0.00 | \$ - | \$ - | |
| Member/Developer Installed Equipment & Material(s) Subtotal: | | | | | \$ - |
| Subtotal Material | | | | | \$ 12,805.56 |
| Material Overhead | | | | 40% | \$ 5,122.22 |
| Total Materials | | | | | \$ 17,927.78 |
| Transportation: | | Hrs/Miles | Rate | Cost | |
| Bucket Truck | Hours Based | 48.00 | \$ 50.00 | \$ 2,400.00 | |
| Digger Truck | Hours Based | 8.00 | \$ 75.00 | \$ 600.00 | |
| Pick Up Truck | Miles Based | 120.00 | \$ 0.70 | \$ 84.00 | |
| Chipper Truck/Chipper | Hours Based | 0.00 | \$ 25.00 | \$ - | |
| Subtotal Transportation | | | | | \$ 3,084.00 |
| Transportation Overhead | | | | 15% | \$ 462.60 |
| Total Transportation: | | | | | \$ 3,546.60 |
| Line Items: | | Quantity | Price | Cost | |
| Contracted Services | | 0.00 | \$ - | \$ - | |
| Depreciation on Retired Assets Plus Overhead | | 1.00 | \$ 6,023.43 | \$ 8,432.80 | |
| Total Line Items | | | | | \$ 8,432.80 |
| Administrative Overhead: | | | | 10% | \$ 3,989.12 |
| GRAND TOTAL | | | | | \$ 43,880.31 |
| 20% storage fee, assessed monthly, if Member/Developer Installed Equipment & Material(s) are not removed from FKEC property within 10 business days of payment receipt (not included in Grand Total). <i>Please make arrangements with FKEC if additional time and/or coordination is required.</i> | | | | | |
| Internal Use | | | | | |
| Customer Name/Contact: | City of Marathon | | | Date: | March 26, 2025 |
| Job Physical Location: | 4000 Sombbrero Blvd, Marathon | | | | |
| Service/Work Order #: | 16531738 | | | | |
| Prepared By: | Bryan Hess | | | Approved By: | <i>Josh Maworth</i> |
| Cost Estimate Acknowledgement | | | | | |
| 1. Should the scope of the project change, whereby a significant change in labor and/or material is required, a new estimate will have to be completed and agreed upon by both FKEC and the Member/Developer. 2. This estimate is valid for 90 days from the date above. If this estimate has not been signed and ratified within this timeframe, a new cost estimate shall be completed and agreed upon by both FKEC and the Member/Developer. 3. FKEC requires payment, in full, prior to the issuance of material(s). 4. All Member/Developer Installed Equipment & Material(s) shall be removed from FKEC property, by the Member/Developer, within 10 business days of payment receipt. Any material not removed from FKEC property shall be subject to a monthly 20% storage fee. | | | | | |
| Company/Member Name: | | | | | |
| Billing Address: | | | | | |
| Authorized Signature: | | | | | |
| Title: | | | | | |
| Date: | | | | | |



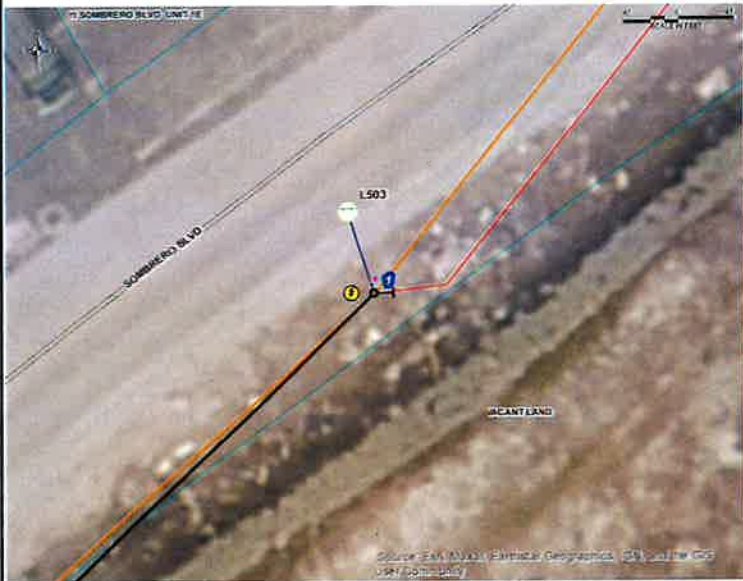
Exhibit B: FKEC Pole Relocation Aerial

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738

| FLORIDA KEYS ELECTRIC COOPERATIVE | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--------|-------------------|---------|---------------|-----------|--------|-----------|--------|---------|-----|---------|---------|-------|-----|------------------|-------|-------|-------|-------|-------|-------|
| Address: 4000 SOMBRERO BLVD WO Description: REPLACE 40C2GX W/20GX-13 Project: SSOOF: Date: | | | | | | | | | | | | | | | | | | | | | | |
| City: MARATHON | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | |
| Station: 1 Station Number: 2449854 | | | | | | | | | | | | | | | | | | | | | | |
| * Assembly Description: | | | | | | | | | | | | | | | | | | | | | | |
| E (1) 45H10X | POLE - 45' DUCTILE IRON W/ DIST 3 5/8" | | | | | | | | | | | | | | | | | | | | | |
| E (1) E1-3 | GUY - SINGLE DOWN 3/8" BENZUAL | | | | | | | | | | | | | | | | | | | | | |
| E (1) E1-3 | GUY - SINGLE DOWN INSULATED 3/8" BENZ | | | | | | | | | | | | | | | | | | | | | |
| E (1) F4-3 | ANCHOR - SCREW 12" | | | | | | | | | | | | | | | | | | | | | |
| E (1) F5-1 | R.O. HOOK ANCHOR 3/4" X 36" | | | | | | | | | | | | | | | | | | | | | |
| E (1) J6 | SEC DEADEND POLE MOUNT | | | | | | | | | | | | | | | | | | | | | |
| E (3) LALP | ARRESTER - POLYMER LA w/ STANDOFF BRKT | | | | | | | | | | | | | | | | | | | | | |
| E (1) LEDLIGHT1 | LIGHT - LED STREET LIGHT 50WATT | | | | | | | | | | | | | | | | | | | | | |
| Account: | | | | | | | | | | | | | | | | | | | | | | |
| E (3) SW-DS1 | SWITCH POLE MOUNT HOOK DISC 900A | | | | | | | | | | | | | | | | | | | | | |
| E (1) VCG-P | 3PH - GDE XARM MOUNTED FOR UNDESLINGS | | | | | | | | | | | | | | | | | | | | | |
| E | COMCAST | | | | | | | | | | | | | | | | | | | | | |
| E | COMCAST | | | | | | | | | | | | | | | | | | | | | |
| E | ATT | | | | | | | | | | | | | | | | | | | | | |
| E | ATT | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Staked</th><th>Released to Const</th><th>Built</th><th>Field Checked</th><th>Recon'd</th><th>Mapped</th><th>WO Closed</th></tr></thead><tbody><tr><td>By: BH</td><td>By: RJC</td><td>By:</td><td>By: RJC</td><td>By: JCE</td><td>By: 0</td><td>By:</td></tr><tr><td>Date: 03/12/2025</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td></tr></tbody></table> | | Staked | Released to Const | Built | Field Checked | Recon'd | Mapped | WO Closed | By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: | Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: |
| Staked | Released to Const | Built | Field Checked | Recon'd | Mapped | WO Closed | | | | | | | | | | | | | | | | |
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: | | | | | | | | | | | | | | | | |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: | | | | | | | | | | | | | | | | |

Print Area: Print Area 1

Page 1 of 4



FLORIDA KEYS ELECTRIC COOPERATIVE

Address: 4000 SOMBRERO BLVD
City: MARATHON
Project: REPLACE 40C2GX W/20GX-13
SSOCF:
Date:



| Station: RELOCATE - 2 | Span: 137 | Prev.: 1 |
|--------------------------|--|----------|
| Station Number: 24581437 | | |
| Assembly | Description | |
| E (276) 10AAAC | PR COND - 10AAAC AZUSA | |
| R (1) 40C10X | POLE - 40' DUCTILE IRON C1 CRST 2 SHIP | |
| R (1) VC11-P | SPN - DELTA 0-30DEG | |
| C (1) 20GX-13 | POLE - 20' DUCTILE IRON 12 SHIP | |
| C (1) VC10-P | SPN - VERTICAL 0DE W/ JUMPERS | |


| | | | | | | |
|------------------|-------------------|-------|---------------|-----------|--------|-----------|
| Staked | Released to Const | Built | Field Checked | Reconaled | Mapped | WO Closed |
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: |

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365


Start Date: 03/11/2025

WO #: 16531738

| FLORIDA KEYS ELECTRIC COOPERATIVE | | Address: 4000 SOMBRERO BLVD | | City: MARATHON | |
|---|--|--|--|--------------------------------|--|
| WO Description: REPLACE 40C2GX W/20GX-13 | | Project: | | SSOCF: | |
| Date: | | Date: | | Date: | |
|  | | Station: RELOCATE - 3 Span: 137 Prev.: RELOCATE - 2 | | Station Number: 2487781 | |
| Assembly | | Description | | | |
| E (276) 10AAAC | | PRI COND - 10AAAC AZ/SA | | | |
| R (1) 45H1GX | | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | |
| R (1) E1-3 | | GUY - SINGLE DOWN INSULATED 3/8" BENZ | | | |
| R (1) MS-10LA | | CUTOUT - POLE MOUNTED w/ LA | | | |
| Facility ID: | | Size: 50 | | | |
| R (1) MR-G-SS | | ANCHOR - MANTA RAY w/ 7FT SS HOOD | | | |
| R (1) VAS-P | | 1PH-PRI SUSPENSION DE POLY | | | |
| R (1) VC11-IP | | 3PH - DELTA 0-30DEG | | | |
| G (1) 45H1GX | | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | |
| G (1) E1-3 | | GUY - SINGLE DOWN INSULATED 3/8" BENZ | | | |
| G (1) F4-5 | | ANCHOR - DBL HELICAL (FILL) | | | |
| G (1) MS-10LA | | CUTOUT - POLE MOUNTED w/ LA | | | |
| Facility ID: | | Size: 50 | | | |
| G (1) VAS-P | | 1PH-PRI SUSPENSION DE POLY | | | |
| G (1) VC11-IP | | 3PH - HORIZ POST SAME SIDE | | | |
| E COMCAST | | | | | |
| E ATT | | | | | |
| Station: 4 Span: 64 Prev.: RELOCATE - 3 | | Station Number: 2425665 | | | |
| Assembly | | Description | | | |
| E (128) 2AAAC | | PRI COND - 2AAAC AMES | | | |
| E (1) 45H1GX | | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | |
| E (1) DE2-4-0AL | | CLAMP - DEADEND SECONDARY #2-4/0AL | | | |
| E (1) K11-L | | SERVICE ASSEMBLIES - LIFT POLE | | | |
| E (1) VAS-P | | 1PH-PRI 0-12DEG SGL VERT POST POLY | | | |
| E (2) WC-S | | SECONDARY WEDGE CLAMP #2 TO 1/0 AWG | | | |
| E COMCAST | | | | | |
| E ATT | | | | | |
| Staked | | Released to Const | | Built | |
| By: BH | | By: RJC | | By: _____ | |
| Date: 03/12/2025 | | Date: _____ | | Date: _____ | |
| Field Checked | | Reconciled | | Mapped | |
| By: RJC | | By: JCE | | By: 0 | |
| Date: _____ | | Date: _____ | | Date: _____ | |
| WO Closed | | | | | |
| By: _____ | | | | | |
| Date: _____ | | | | | |

Print Area: Print Area 3

Page 3 of 4



FLORIDA KEYS ELECTRIC

COOPERATIVE


Address: 4000 SOMBRERO BLVD

City: MARATHON

WO Description: REPLACE 40C2GX W/20GX-13

Project: SSOCF:

Date:



SOMBRERO BLVD

VACANT LAND

Source: Tech Market Earthstar Geographics, GIS, and the GIS User Community

Station: 5

Span: 120

Prev.: RELOCATE - 3

Station Number: 2428926

Assembly

Description

E 1A00 110AAC

PRI COND - 110AAC AZUSA

E 11 45H10K

POLE - 45 DUCTILE IRON H1 DIST 3 SKIP

E 11 10C11-PS

R.O. 3PH 25KV HORIZONTAL POST CONC POLY

E COMCAST

E ATT



MEMORANDUM

To: George Garrette – City Manager, City of Marathon
From: Steve Suggs, P.E.
Date: April 15, 2025
Re: COM Sombrero Blvd Drainage Improvements – Work Directive #1

This memorandum documents Work Directive #1 for the Sombrero Boulevard Drainage Improvements Project. The directive authorizes the contractor, Charley Toppino & Sons (CTS), to coordinate and fund the relocation of two Florida Keys Electric Cooperative (FKEC) power poles that conflict with the planned drainage work.

Scope of Work

FKEC will remove and reinstall two (2) existing poles and associated overhead lines to provide the necessary clearance for the drilling of the proposed 24-inch injection well. CTS will serve as the City's liaison, manage all scheduling with FKEC, and ensure the relocation is completed before drilling of the well in this area. The proposed relocation of the existing poles and overhead electric are shown in the attached Exhibit B.

Cost Summary

The table below outlines the cost impact for the proposed relocation to be incorporated into the construction contract as Change Order #1.

| Cost Summary | |
|---|--------------------|
| FKEC Invoice Amount (Exhibit A) | \$43,880.31 |
| Contractor Mark-Up (As Allowed by Contract; 5.0%) | \$2,194.02 |
| Total Change Order #1 Amount | \$46,074.33 |

Because the total exceed the City's \$35,000.00 administrative threshold, City Council authorization is required. The next regular City Council meeting is scheduled for May 13, 2025. A change order package will be submitted for placement on that agenda.

Work Directive Agreement

To avoid scheduling impacts, Work Directive #1 permits CTS to issue payment directly to FKEC upon approval of this directive. Reimbursement will occur in the following pay application period once Change Order #1 is formally approved by Council and executed by all parties.

Attachments

- Exhibit A: FKEC Invoice for Pole Relocation
- Exhibit B: FKEC Pole Relocation Aerial

Exhibit A: FKEC Invoice for Pole Relocation

| FKEC-COST ESTIMATE WORKSHEET | | FKEC-COST INVOICE WORKSHEET | | FKEC-COST QUOTE WORKSHEET | |
|--|---|-----------------------------|--------------------|---------------------------|---------------------|
| CIA | Material Sale Only | CIA | Material Sale Only | CIA | Material Sale Only |
| Labor: | | Crew Size | Total Hours | Hourly Rate | Cost |
| Line Crew Construction | Reg Hrs | 5 | 12.00 | \$ 52.00 | \$ 3,120.00 |
| Line Crew Retirement | Reg Hrs | 5 | 12.00 | \$ 52.00 | \$ 3,120.00 |
| Line Crew | DT Hrs | 0 | 0.00 | \$ 104.00 | \$ - |
| ROW Crew | Reg Hrs | 0 | 0.00 | \$ 35.00 | \$ - |
| ROW Crew | OT Hrs | 0 | 0.00 | \$ 52.50 | \$ - |
| ROW Crew | DT Hrs | 0 | 0.00 | \$ 70.00 | \$ - |
| Subtotal Labor | | | | | \$ 6,240.00 |
| Taxes & Benefits | | | | 60% | \$ 3,744.00 |
| Total Labor: | | | | | \$ 9,984.00 |
| FKEC Installed Equipment & Material(s): | | Quantity | Price | | Cost |
| E48500011 | 50GX-13 POLE- DUCTILE IRON 50' 13KIP SELF SUPPOR | 1.00 | \$ 7,654.74 | | \$ 7,654.74 |
| E48450004 | 45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP | 1.00 | \$ 5,150.82 | | \$ 5,150.82 |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| E48450004 | 45H1GX POLE- DUCTILE IRON 45' H1 3.5KIP - \$4,637.80 | 0.00 | \$ 5,150.82 | | \$ - |
| | DOB 2022 - 3.32% | 0.00 | \$ - | | \$ - |
| E48400007 | 40C1GX POLE- DUCTILE IRON 40' C1 2.93KIP - \$1,385.63 | 0.00 | \$ 2,706.31 | | \$ - |
| | DOB 2010 - 3.32% | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| FKEC Installed Equipment & Material(s): | | | | | \$ 12,805.56 |
| Member/Developer Installed Equipment & Material(s): | | Quantity | Price | | Cost |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| | | 0.00 | \$ - | | \$ - |
| Member/Developer Installed Equipment & Material(s) Subtotal: | | | | | \$ - |
| Subtotal Material | | | | | \$ 12,805.56 |
| Material Overhead | | | | 40% | \$ 5,122.22 |
| Total Materials | | | | | \$ 17,927.78 |
| Transportation: | | Hrs/Miles | Rate | | Cost |
| Bucket Truck | Hours Based | 43.00 | \$ 50.00 | | \$ 2,400.00 |
| Digger Truck | Hours Based | 8.00 | \$ 75.00 | | \$ 600.00 |
| Pick Up Truck | Miles Based | 120.00 | \$ 0.70 | | \$ 84.00 |
| Chipper Truck/Chipper | Hours Based | 0.00 | \$ 25.00 | | \$ - |
| Subtotal Transportation | | | | | \$ 3,084.00 |
| Transportation Overhead | | | | 15% | \$ 462.60 |
| Total Transportation: | | | | | \$ 3,546.60 |
| Line Items: | | Quantity | Price | | Cost |
| Contracted Services | | 0.00 | \$ - | | \$ - |
| Depreciation on Retired Assets Plus Overhead | | 1.00 | \$ 6,023.43 | | \$ 8,432.80 |
| Total Line Items | | | | | \$ 8,432.80 |
| Administrative Overhead: | | | | 10% | \$ 3,989.12 |
| GRAND TOTAL | | | | | \$ 43,880.31 |
| 20% storage fee, assessed monthly, if Member/Developer Installed Equipment & Material(s) are not removed from FKEC property within 10 business days of payment receipt (not included in Grand Total). | | | | | |
| Please make arrangements with FKEC if additional time and/or coordination is required. | | | | | |
| Internal Use | | | | | |
| Customer Name/Contact: | City of Marathon | | | Date: | March 26, 2025 |
| Job Physical Location: | 4000 Sombrero Blvd, Marathon | | | | |
| Service/Work Order #: | 16531738 | | | | |
| Prepared By: | Bryan Hess | | | Approved By: | Josh Cleworth |
| Cost Estimate Acknowledgement | | | | | |
| 1. Should the scope of the project change, whereby a significant change in labor and/or material is required, a new estimate will have to be completed and agreed upon by both FKEC and the Member/Developer. | | | | | |
| 2. This estimate is valid for 90 days from the date above. If this estimate has not been signed and returned within this timeframe, a new cost estimate shall be completed and agreed upon by both FKEC and the Member/Developer. | | | | | |
| 3. FKEC requires payment, in full, prior to the issuance of material(s). | | | | | |
| 4. All Member/Developer Installed Equipment & Material(s) shall be removed from FKEC property, by the Member/Developer, within 10 business days of payment receipt. Any material not removed from FKEC property shall be subject to a monthly 20% storage fee. | | | | | |
| Company/Member Name: | | | | | |
| Billing Address: | | | | | |
| Authorized Signature: | | | | | |
| Title: | | | | | |
| Date: | | | | | |



Exhibit B: FKEC Pole Relocation Aerial

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738



FLORIDA KEYS ELECTRIC COOPERATIVE

Address: 4000 SOMBRERO BLVD

City: MARATHON

WO Description: REPLACE 40C2GX W/20GX-13

Project: SSOCP:

Date:



| Station: 1 | |
|-------------------------|---|
| Station Number: 2448864 | |
| Assembly | Description |
| E 11) 40C2GX | POLE - 40' DUCTILE IRON #1 DIST 5 51KIP |
| E 11) E1-3 | GUY - SINGLE DOWN 3/8" BENZ/NAL |
| E 11) E1-3 | GUY - SINGLE DOWN INSULATED 3/8" BENZ |
| E 11) F4-2 | ANCHOR - SCREW 12" |
| E 11) FS-1 | R.D. ROCK ANCHOR 3/4" x 30" |
| E 11) J6 | SEC DEADEND POLE MOUNT |
| E 11) LA-P | ARRESTER - POLYMER LA w/ STANDOFF BRKT |
| E 11) LEDLIGHT1 | LIGHT - LED STREET LIGHT 53WATT |
| Account: | |
| E 11) SW-DS1 | SWITCH - POLE MOUNT HOOK DISC 900A |
| E 11) VCE-P | 3PH - DDE XARM MOUNTED FOR UNDESLUNGS |
| E | COMCAST |
| E | COMCAST |
| E | ATT |
| E | ATT |

| Staked | Released to Const | Built | Field Checked | Rechecked | Mapped | WO Closed |
|------------------|-------------------|-------|---------------|-----------|--------|-----------|
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: |

Print Area: Print Area 1



Page 1 of 4

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738

|  | <h1>FLORIDA KEYS ELECTRIC COOPERATIVE</h1> <p>Address: 4000 SOMBRERO BLVD WO Description: REPLACE 40C2GX W/20GX-13 Project: SSOFC</p> | <p>City: MARATHON Date:</p> | Station: RELOCATE - 2 Span: 137 Prev: 1 | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---------------------------------|---|---------------------------------------|--------|---------------|------------|--------|-----------|--------|---------|-----|---------|---------|-------|-----|------------------|-------|-------|-------|-------|-------|-------|--|--|
| | | | Station Number: 24581437 | | | | | | | | | | | | | | | | | | | | | | |
|  | | | Assembly | Description | | | | | | | | | | | | | | | | | | | | | |
| | | | E (276) 100AAG | PR: COND - 100AAG - AZUSA | | | | | | | | | | | | | | | | | | | | | |
| | | | R (1) 40C1GX | POLE - 40 DUCTILE IRON C1 DAST 2 SHUP | | | | | | | | | | | | | | | | | | | | | |
| | | | R (1) VC11P | 3PH - DELTA 0-300EG | | | | | | | | | | | | | | | | | | | | | |
| | | | C (1) 20GX-13 | POLE - 50 DUCTILE IRON 12 SHUP | | | | | | | | | | | | | | | | | | | | | |
| | | | G (1) VC12P | 3PH - VERTICAL DGE W/ JUMPERS | | | | | | | | | | | | | | | | | | | | | |
| <table><thead><tr><th>Staked</th><th>Released to Const</th><th>Built</th><th>Field Checked</th><th>Reconciled</th><th>Mapped</th><th>WO Closed</th></tr></thead><tbody><tr><td>By: BH</td><td>By: RJC</td><td>By:</td><td>By: RJC</td><td>By: JCE</td><td>By: D</td><td>By:</td></tr><tr><td>Date: 03/12/2025</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td></tr></tbody></table> | | | Staked | Released to Const | Built | Field Checked | Reconciled | Mapped | WO Closed | By: BH | By: RJC | By: | By: RJC | By: JCE | By: D | By: | Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: | | |
| Staked | Released to Const | Built | Field Checked | Reconciled | Mapped | WO Closed | | | | | | | | | | | | | | | | | | | |
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: D | By: | | | | | | | | | | | | | | | | | | | |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: | | | | | | | | | | | | | | | | | | | |

Print Area: Print Area 2


Page 2 of 4

Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738

| FLORIDA KEYS ELECTRIC COOPERATIVE | | Address: 4000 SOMBRERO BLVD WO Description: REPLACE 40C2GX W/20GX-13 Project: SSO CF: | | City: MARATHON Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|-------------------|-------------------------|---------------|------------|-------------|-----------------|--------------------------|--------------|---|----------------|---------------------------------------|---------------|-------------------------------|-----------------------|------------------------------------|---------------|------------------------------------|-------------|----------------------------|--------------|---------------------|--------------|---|-------------|---------------------------------------|------------|-----------------------------|---------------|-----------------------------|-----------------------|--|-------------|----------------------------|--------------|----------------------------|-----------|--|
|  | | Station: RELOCATE - 3 Span: 137 Prev.: RELOCATE - 2 Station Number: 2407781 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"><thead><tr><th>Assembly</th><th>Description</th></tr></thead><tbody><tr><td>E (278) 10AAA4C</td><td>PR1 COND - 10AAA4C AZUSA</td></tr><tr><td>R (1) 45H1GX</td><td>POLE - 45' DUCTILE IRON H1 DIST 3.51KIP</td></tr><tr><td>R (1) E1-3I</td><td>GUY - SINGLE DOWN INSULATED 3/8" BENZ</td></tr><tr><td>R (1) M5-10LA</td><td>CUTOUT - POLE MOUNTED w/ LA</td></tr><tr><td colspan="2">Facility ID: Size: 50</td></tr><tr><td>R (1) MR-Q-SS</td><td>ANCHOR - MANTA RAY w/ 7FT SS ROD</td></tr><tr><td>R (1) VAS-P</td><td>1PH-PRI SUSPENSION DE POLY</td></tr><tr><td>R (1) VC11-P</td><td>3PH - DELTA 0-300EG</td></tr><tr><td>C (1) 45H1GX</td><td>POLE - 45' DUCTILE IRON H1 DIST 3.51KIP</td></tr><tr><td>C (1) E1-3I</td><td>GUY - SINGLE DOWN INSULATED 3/8" BENZ</td></tr><tr><td>C (1) F4-S</td><td>ANCHOR - DBL HELICAL (FILL)</td></tr><tr><td>C (1) M5-10LA</td><td>CUTOUT - POLE MOUNTED w/ LA</td></tr><tr><td colspan="2">Facility ID: Size: 50</td></tr><tr><td>C (1) VAS-P</td><td>1PH-PRI SUSPENSION DE POLY</td></tr><tr><td>C (1) VC11-P</td><td>3PH - HORIZ POST SAME SIDE</td></tr><tr><td colspan="2">E COMCAST</td></tr><tr><td colspan="2">E IATT</td></tr></tbody></table> | | | | Assembly | Description | E (278) 10AAA4C | PR1 COND - 10AAA4C AZUSA | R (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | R (1) E1-3I | GUY - SINGLE DOWN INSULATED 3/8" BENZ | R (1) M5-10LA | CUTOUT - POLE MOUNTED w/ LA | Facility ID: Size: 50 | | R (1) MR-Q-SS | ANCHOR - MANTA RAY w/ 7FT SS ROD | R (1) VAS-P | 1PH-PRI SUSPENSION DE POLY | R (1) VC11-P | 3PH - DELTA 0-300EG | C (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | C (1) E1-3I | GUY - SINGLE DOWN INSULATED 3/8" BENZ | C (1) F4-S | ANCHOR - DBL HELICAL (FILL) | C (1) M5-10LA | CUTOUT - POLE MOUNTED w/ LA | Facility ID: Size: 50 | | C (1) VAS-P | 1PH-PRI SUSPENSION DE POLY | C (1) VC11-P | 3PH - HORIZ POST SAME SIDE | E COMCAST | |
| Assembly | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (278) 10AAA4C | PR1 COND - 10AAA4C AZUSA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) E1-3I | GUY - SINGLE DOWN INSULATED 3/8" BENZ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) M5-10LA | CUTOUT - POLE MOUNTED w/ LA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Facility ID: Size: 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) MR-Q-SS | ANCHOR - MANTA RAY w/ 7FT SS ROD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) VAS-P | 1PH-PRI SUSPENSION DE POLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R (1) VC11-P | 3PH - DELTA 0-300EG | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) E1-3I | GUY - SINGLE DOWN INSULATED 3/8" BENZ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) F4-S | ANCHOR - DBL HELICAL (FILL) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) M5-10LA | CUTOUT - POLE MOUNTED w/ LA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Facility ID: Size: 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) VAS-P | 1PH-PRI SUSPENSION DE POLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C (1) VC11-P | 3PH - HORIZ POST SAME SIDE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E COMCAST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E IATT | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | Station: 4 Span: 64 Prev.: RELOCATE - 3 Station Number: 2426665 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | <table border="1"><thead><tr><th>Assembly</th><th>Description</th></tr></thead><tbody><tr><td>E (128) 2AAAC</td><td>PR1 COND - 2AAAC AMES</td></tr><tr><td>E (1) 45H1GX</td><td>POLE - 45' DUCTILE IRON H1 DIST 3.51KIP</td></tr><tr><td>E (1) DE2-40AL</td><td>CLAMP - DEADEND SECONDARY #2-40AL</td></tr><tr><td>E (1) K11-L</td><td>SERVICE ASSEMBLYS - LIFT POLE</td></tr><tr><td>E (1) VAS-P</td><td>1PH-PRI 0-12DEG SGL VERT POST POLY</td></tr><tr><td>E (2) VC-S</td><td>SECONDARY WEDGE CLAMP #2 TO 10 AWG</td></tr><tr><td colspan="2">E COMCAST</td></tr></tbody></table> | | | | Assembly | Description | E (128) 2AAAC | PR1 COND - 2AAAC AMES | E (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | E (1) DE2-40AL | CLAMP - DEADEND SECONDARY #2-40AL | E (1) K11-L | SERVICE ASSEMBLYS - LIFT POLE | E (1) VAS-P | 1PH-PRI 0-12DEG SGL VERT POST POLY | E (2) VC-S | SECONDARY WEDGE CLAMP #2 TO 10 AWG | E COMCAST | | | | | | | | | | | | | | | | | | | |
| Assembly | Description | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (128) 2AAAC | PR1 COND - 2AAAC AMES | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (1) 45H1GX | POLE - 45' DUCTILE IRON H1 DIST 3.51KIP | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (1) DE2-40AL | CLAMP - DEADEND SECONDARY #2-40AL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (1) K11-L | SERVICE ASSEMBLYS - LIFT POLE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (1) VAS-P | 1PH-PRI 0-12DEG SGL VERT POST POLY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E (2) VC-S | SECONDARY WEDGE CLAMP #2 TO 10 AWG | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E COMCAST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Staked</th><th>Released to Const</th><th>Built</th><th>Field Checked</th><th>Reconciled</th><th>Mapped</th><th>WO Closed</th></tr></thead><tbody><tr><td>By: BH</td><td>By: RJC</td><td>By:</td><td>By: RJC</td><td>By: JCE</td><td>By: 0</td><td>By:</td></tr><tr><td>Date: 03/12/2025</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td><td>Date:</td></tr></tbody></table> | | Staked | Released to Const | Built | Field Checked | Reconciled | Mapped | WO Closed | By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: | Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: | | | | | | | | | | | | | | | | | |
| Staked | Released to Const | Built | Field Checked | Reconciled | Mapped | WO Closed | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Print Area: Print Area 3

Page 3 of 4


Name: FLORIDA KEYS RESORT LLC

Contact: (561)571-0365

Start Date: 03/11/2025

WO #: 16531738

| Station: 5 | | Span: 120 | | Prev.: RELOCATE - 3 | |
|-------------------------|--|---|--|---------------------|--|
| Station Number: 2408926 | | | | | |
| * Assembly | | Description | | | |
| E 1480110AAAD | | PRI COND - 100AAAD AZUSA | | | |
| E 11145H1GX | | POLE - 45 DUCTILE IRON H1 DIST 7.51KIP | | | |
| E 111VC111P5 | | R.O. 3PH 25KV HORIZONTAL POST CONC POLY | | | |
| E COMCAST | | | | | |
| E ATT | | | | | |



Source: Esri, Maxar, Earthstar, GeoGraphics, IGN, and the U.S. Navy (SeaView)

| Staked | Released to Const | Built | Field Checked | Recon/ptd | Maped | WO Closed |
|------------------|-------------------|-------|---------------|-----------|-------|-----------|
| By: BH | By: RJC | By: | By: RJC | By: JCE | By: 0 | By: |
| Date: 03/12/2025 | Date: | Date: | Date: | Date: | Date: | Date: |

Print Area: Pnnl Area 4

Page 4 of 4



COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor & Members of the City Council

From: James Muro, Fire Chief

Through: George Garrett, Chit Manager

Agenda Item: **Resolution 2025-46**, Approving A Contract With Safe Boat In An Amount Of \$476,557.07; Authorizing The Expenditure Of An Additional Amount Of Up To \$125,000 Above The Original Budgeted Amount Of \$375,000; Authorizing The City Manager To Execute The Agreement, And Expend Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

In 2024 the City of Marathon applied for and received a \$150,000 reimbursement Grant from the State of Florida to support the purchase of a Fire/EMS rescue boat to serve the needs of Monroe County.

Pursuant to the City's purchasing policies and the conditions of the Grant Agreement, four potential vendors were considered for this purchase of a and appropriate vessel that both met the essential needs of the Department and could be acquired at a reasonable cost.

The final two considerations were reviewed, detailed proposals were received, and the final decision being made in April of this year. This vessel will be used as an immediate deployable craft, kept at the City Marina, to allow the Department to assist in direct water rescue, respond to water-based medical events close to shore and partner with other Agencies to treat and transport incidents on the Gulf or Ocean-side of Marathon. This vessel will also be equipped to discharge water and foam for fire suppression operations at locations that are not accessible or best accessible from the water side, and fires that are on Boats anchored and offshore.

The City Council will need to authorize the additional amount of \$101,557.07 to cover the difference between the City's budget amount, the grant amount, and the total cost. We suggest that the additional amount be a not to exceed of \$125,000 in order to cover all contingencies.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------|-----|----------|
| 1. Comprehensive Plan | ___ | <u>X</u> |
| 2. Other –Sewer Mandate | ___ | <u>X</u> |

FISCAL NOTE:

The adopted FY25 Capital Infrastructure Budget includes appropriations of \$375,000 for this purchase.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-46**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT WITH SAFE BOAT IN AN AMOUNT OF \$476,557.07; AUTHORIZING THE EXPENDITURE OF AN ADDITIONAL AMOUNT OF UP TO \$125,000 ABOVE THE ORIGINAL BUDGETED AMOUNT OF \$375,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2024 the City of Marathon applied for and received a \$150,000 reimbursement Grant from the State of Florida to support the purchase of a Fire/EMS rescue boat to serve the needs of Monroe County; and

WHEREAS, pursuant to the City's purchasing policies and the conditions of the Grant Agreement, four potential vendors were considered for this purchase of a and appropriate vessel that both met the essential needs of the Department and could be acquired at a reasonable cost; and.

WHEREAS, The final two considerations were reviewed, detailed proposals were received, and the final decision being made in April of this year; and

WHEREAS; the vessel will be used as an immediate deployable craft, kept at the City Marina, to allow the Department to assist in direct water rescue, respond to water-based medical events close to shore and partner with other Agencies to treat and transport incidents on the Gulf or Ocean-side of Marathon; and.

WHEREAS, the vessel will also be equipped to discharge water and foam for fire suppression operations at locations that are not accessible or best accessible from the water side, and fires that are on Boats anchored and offshore; and

WHEREAS, the City Council will need to authorize the additional amount of \$101,557.07 to cover the difference between the City's budget amount, the grant amount, and the total cost. We suggest that the additional amount be a not to exceed of \$125,000 in order to cover all contingencies; and

WHEREAS; approval of this Resolution is in the best interest of the City in protecting the health, safety, and welfare of the City,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into

this Agreement.

Section 2. The purchase of a fire boat as identified in the attached documentation is authorized in the amount of \$476,557.07. The expenditure of an additional not to exceed amount of \$125,000 is hereby authorized. The City Manager is further authorized to sign necessary contracts for the purchase and to expend funds under the contract.

Section 3. This resolution shall take effect immediately upon its adoption and signature of both parties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF MAY 2025

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

EXHIBIT ‘A’

PURCHASE ORDER REQUISITION

VENDOR NO. (A/P USE ONLY) _____

DATE April 15, 2025 DATE NEEDED ASAP

P.O. NO. _____

VENDOR Safe Boat

ADDRESS 1 8800 SW Barney White Rd

ADDRESS 2 _____

CITY Bremerton State WA 98312

AMOUNT OF PURCHASE \$476,557.07

ACCOUNT CODE: FUND _____ ACCOUNT NUMBER 001-7004-522-

DESCRIPTION OF REQUISITION:

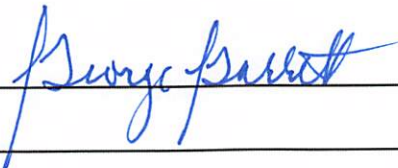
Safe Boat - MRF Marine Apparatus

JUSTIFICATION OF PURCHASE:

Essential response vehicle with funding from state funds.

APPROVAL SIGNATURES

DEPARTMENT HEAD: 

CITY MANAGER: 

FINANCIAL APPROVAL

**SAFE Boats International**

8800 SW Barney White Rd
Bremerton, WA, 98312
t: (360) 674-7161 f: (360) 674-7149

Number: SBIQ1360

Date: Apr 11, 2025

Expiration Date: Jun 30, 2025

Salesperson: Scott Clanton

Quote Type: Boat Quote

GSA Contract# 47QSWA18D005J

Sold To:

City of Marathon Fire Rescue

James Muro

8900 Overseas Highway

Marathon, Florida, 33050
United StatesPhone 305-743-5266
Fax**Ship To:**

City of Marathon Fire Rescue

James Muro

8900 Overseas Highway

Marathon, Florida, 33050
United StatesPhone 305-743-5266
Fax

ACCT. NO.:
DATE: 4/15/25
SIGNATURE: *[Signature]*
Chief

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|--------|--------|------------------------|-----|--------------|--------------|
| 1 | 336612 | P05467 | SAFE 29 Center Console | 1 | \$282,050.43 | \$282,050.43 |

SAFE 29 Center Console Specifications

-Length Overall (LOA) (no engines): 31'-4"

-Length Overall (Meters): 9.5m

-Beam Overall (BOA): 10'

-Beam Overall (Meters): 3.1m

-Deadrise at Transom: 25 Deg

-Draft (engine trimmed up): 22"

-Max HP: 850

-Fuel Cap. (gal): 250

-Max Number of Persons: 26

-Seated Positions: 6

-Dry Weight: vessel, no engines, no fuel, no options, no liquids, no people,
no cargo, (approximate): 6,561 lbs

HULL & DECK

ACCT. NO.:
DATE: 4/16/2025
SIGNATURE: *[Signature]*
City Manager

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-----|------|---|-----|------------|------------|
| | | | <ul style="list-style-type: none"> -5/16" - 5086 bottom plate with SAFE Boats exclusive stringer system with angled transverse framing -Pressure tested air tight hull -Reinforced keel beaching plate -Stepped transom with speed shoe in bottom plate -Performance wings below collars for increased lift and stabilization while maneuvering -Fully welded performance lifting strakes -Self bailing decks with high volume scupper drains -Bow storage/anchor locker with aft facing door -Dual aft rigging locker system with topside access -Transom inspection hatch -Sacrificial hull anode(s) | | | |
| | | | SUPER STRUCTURE | | | |
| | | | <ul style="list-style-type: none"> -Aluminum T-top with rain capture ring and down spouts to self-bailing deck -Safety glass windshield and side windows -Radar pod -Safety hand/grab rail system with black rubberized rail wrap | | | |
| | | | CONSOLE & DASH | | | |
| | | | <ul style="list-style-type: none"> -Port side helm -OHIP - Over Head Instrument Panel | | | |
| | | | SEATING, SEAT STORAGE & UPHOLSTERY | | | |
| | | | <ul style="list-style-type: none"> -Two (2) flip up seats with seat belts mounted on bolster storage box -Aft storage bolster with large aft facing gasketed aluminum doors | | | |
| | | | COLLAR SYSTEM | | | |
| | | | <ul style="list-style-type: none"> -Patented 100% foam SAFE XDR-1 Extreme Duty Reinforced Collar System with black rubstrake -Available collar colors include: black, blue, gray, orange, green, red | | | |
| | | | COATINGS, COVERINGS & LETTERING | | | |
| | | | <ul style="list-style-type: none"> -Black non-skid decks and gunnels -Black rubberized dash skid -Upholstered headliner | | | |
| | | | TOWING, LIFTING & ATTACHMENT POINTS | | | |
| | | | <ul style="list-style-type: none"> -Six (6) 10" cast aluminum weld on cleats -Custom fabricated weld on pick eyes with SS inserts -Weld on bow eye with dual SS inserts -Weld on transom tie downs -Fore and aft tow posts with single SS cross pin -Motor guard/tow line guide | | | |
| | | | ELECTRICAL SYSTEM & POWER GENERATION | | | |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-------------|--------|--|-----|--------------|--------------|
| | | | -House battery system 12VDC - one (1) marine grade battery with switch -Blue Sea 360 marine grade breaker system -Backlit switch panel with marine grade switches -Four (4) 12VDC power receptacles - two (2) on dash and two (2) on arch -Self-parking intermittent windshield wiper system with washer LIGHTING -LED navigation lights (running and anchor) -Independently controlled interior/exterior dimmable LED walkway lights -Red/white overhead dome light -Four (4) flood lights - one (1) port, one (1) starboard and two (2) aft deck -One (1) 12VDC rechargeable flashlight ELECTRONICS, NAVIGATION & COMMUNICATION -Magnetic compass w/ dimmable back-lighting -Navigation horn SAFETY, RESCUE & DIVING EQUIPMENT -Two (2) fire extinguishers -Life ring mount -Telescoping swim ladder mounted on outboard bracket FUEL SYSTEM -250 - gallon fuel tank with a formed bottom (1/4" - 5086) | | | |
| 2 | OPEN MARKET | P08509 | Tariff Surcharge – SAFE 29 Center Console | 1 | \$11,509.16 | \$11,509.16 |
| 3 | OPEN MARKET | P07979 | NSO - Vented Windscreen on SAFE TT. Includes: (1) Power Vented Windscreen. | 1 | \$2,337.43 | \$2,337.43 |
| 4 | 336612 | P01093 | Seat Storage Locker In Front of Console. (CC/TT) Seat Storage Locker w/ Fabricated Lid in Front of Console on either Center Console or T-Top Models. Locker Lid has Gas Strut, SS Latches, and Non-Skid Surface. Includes Necessary Hardware and Installation. | 1 | \$2,372.49 | \$2,372.49 |
| 5 | OPEN MARKET | P06865 | Remove Base Boat Seat on SAFE CCTT. Includes: Remove (2) SHOX 6300 Non Shock Mitigating. | 1 | (\$6,002.00) | (\$6,002.00) |
| 6 | 336612 | P06787 | Allsalt Adjustable Footrest w/ 20" Tread, 6" Height Adjustment, 0 Deg Incline Mounted | 2 | \$1,402.35 | \$2,804.70 |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-------------|--------|--|-----|------------|-------------|
| | | | Includes: (1) Allsalt Footrests with 20" Tread, 6" Height Adjustment and 0 Deg Incline Mounted, Necessary Hardware and Installation. | | | |
| 7 | 336612 | P06803 | Allsalt 6300 Suspension Wide Seat, Height Adjust, 2" Wider Armrests, Black Upholstery. | 2 | \$7,203.60 | \$14,407.20 |
| | | | Includes: (1) Fold-Down 6300 Wide Seat Bucket with 8" Suspension Travel, Clear Anodized Aluminum Metal, Black Marine Grade Upholstery, Height Adjustment, 2" Wider Armrests, Lapbelt, Cup Holder | | | |
| 8 | 336612 | P01260 | Bow Cover 1 Piece, 10' Wide. | 1 | \$1,568.64 | \$1,568.64 |
| | | | Severe Duty Padded Bow Cover for 10' Wide Hulls, 27' Through 38'. Includes Necessary Hardware and Installation. | | | |
| 9 | 336612 | P01345 | SAFE 10ft Beam Boats Personnel Recovery Cutout | 1 | \$2,334.01 | \$2,334.01 |
| | | | Personnel recovery side plate and collar cutouts. Facilitates PIW recovery. Includes removable port and starboard inserts for use underway. | | | |
| 10 | OPEN MARKET | P01354 | Black Rub-Strake | 1 | \$0.00 | \$0.00 |
| | | | Black Rub-Strake | | | |
| 11 | OPEN MARKET | P01272 | Collar Color Red | 1 | \$0.00 | \$0.00 |
| | | | Collar Color Red | | | |
| 12 | 336612 | P01528 | Black Rubberized Dash Skid | 1 | \$1,071.22 | \$1,071.22 |
| | | | Black Rubberized Dash Skid | | | |
| 13 | OPEN MARKET | P01566 | Black Non-Skid | 1 | \$0.00 | \$0.00 |
| | | | Black Non-Skid | | | |
| 14 | OPEN MARKET | P01800 | Black Rubberized Rail Wrap. | 1 | \$0.00 | \$0.00 |
| | | | Black Rubberized Rail Wrap. | | | |
| 15 | 336612 | P02290 | 110VAC Shore Power Kit - 3 Battery System w/ Pronautic | 1 | \$3,255.19 | \$3,255.19 |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-------------|--------|---|-----|------------|------------|
| | | | 110VAC Shore Power Kit-(For Dual Engines w/ Single House Battery, No Generator). Kit Includes: 110vac 30amp Shore Inlet, Blue Seas 360 A/C Panel w/ Analog Volt Meter, GFCI Outlet w/ Cover, Isolation Transformer and 30A 125V 25' Shore Power Cord. One (1) Three (3) Bank ProNauticP Smart Charger Which Charges, Conditions, Maintains and Re-conditions. With automatic Dockside Power Supply Mode for 12 Volt DC Lighting and Appliances. Includes Necessary Hardware and Installation. | | | |
| 16 | 336612 | P02371 | Custom Flood/Blue Light Switch Panel with (5) Toggle Switches. | 1 | \$717.75 | \$717.75 |
| | | | Custom Fabricated Five (5) Switch Panel with Toggle Switches for Flood Lights and Blue Law Enforcement Lights. Switches to be Arranged in a Diamond Shape Pattern. Forward Flood Lights Controlled by Top Switch, Aft Flood Lights Controlled by Bottom Switch, Port Floods Controlled by Port Switch, Starboard Floods Controlled by Starboard Switch, and All Blue Law Enforcement Lights Controlled by Middle Switch. Standard Flood Light Switches and Strobe Switch on OHIP Switch Panel to be Eliminated. (Flood Lights and Law Enforcement Lights Sold Separately.) | | | |
| 17 | 336612 | P02372 | Upgrade to Dr LED "Kevin" 600+ Lumens LED Flood Lights. | 1 | \$1,198.82 | \$1,198.82 |
| | | | Upgrade From Standard SBI 55watt Halogen Flood Lights to Dr LED "Kevin" 8001344 600+ Lumens LED Flood Lights. Includes Necessary Hardware and Installation. | | | |
| 18 | 336612 | P02578 | ACR RCL-100 LED Remote Control Searchlight, 220,000 CD, 12/24VDC. | 1 | \$1,996.63 | \$1,996.63 |
| | | | ACR RCL-100 LED Remote Control Searchlight, 220,000 CD, 12/24VDC. Includes: (1) ACR P/N 1951 RCL-100 LED Remote Control Searchlight with (1) Master Controller, (1) Wired Point Pad, Necessary Hardware and Installation. | | | |
| 19 | OPEN MARKET | P05988 | Add (2) Aft Facing Dr. LED ""Kevin"" Flood Lights. | 1 | \$731.32 | \$731.32 |
| | | | Includes: (2) Dr. LED "Kevin" 8001344 600+ Lumens LED Flood Lights w/ Stainless Steel Brackets Installed Aft Facing, Dedicated On/Off Switch Located in Overhead Switch Panel, Necessary Hardware and Installation. | | | |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|--------|--------|--|-----|-------------|-------------|
| 20 | 336612 | P02887 | FLIR JCU1 PoE Injector Kit for FLIR M300 Series Cameras. Includes: (1) FLIR T70477 JCU1 PoE Injector Kit Consisting of: (1) Joystick Control Unit (JCU 1) with Weather Cover, (1) 25' and (1) 1' Shielded Ethernet Cable (RJ-45), (1) Power over Ethernet Injector, (1) Waterproof Coupler and Mounting Hardware. | 1 | \$1,401.61 | \$1,401.61 |
| 21 | 336612 | P02892 | FLIR M364 Single Payload Stabilized 640 Thermal 24 Deg FoV Camera w/o JCU. Includes: (1) FLIR E70525 M364 Single Payload, Stabilized Thermal Camera (640 x 480, 30Hz, 24 Deg FoV) with Pan, Tilt and Electronic Zoom, (1) SBI Fabricated FLIR M300 Series Weld-On Riser Bracket Installed on Cabin Top, Necessary Hardware and Installation. FLIR Joystick Control Unit (JCU) Sold Separately. | 1 | \$14,520.91 | \$14,520.91 |
| 22 | 336612 | P02915 | Garmin GMR Fantom 24 - 24"" Dome Radar w/ MotionScope Technology. Garmin GMR Fantom 24 - 24" Dome Radar with MotionScope Technology. Includes: (1) Garmin 010-01707-00 - GMR Fantom 24, 24", 40W Solid-State, Dome Radar with 20' to 48 Nautical Mile Detection Range, (1) 15m Power Cable, (1) 15m Network Cable, Necessary Hardware and Installation | 1 | \$2,919.59 | \$2,919.59 |
| 23 | 336612 | P02918 | Garmin GMS10 Network Port Expander. Garmin GMS10 Network Port Expander. The "nerve center" of the network. Makes it easy to connect any combination of sensors and displays. Includes necessary hardware and installation. | 1 | \$340.66 | \$340.66 |
| 24 | 336612 | P02926 | Garmin GPS 24xd NMEA 2000 Position Receiver & Antenna w/ Multi-Band GNSS & Heading. Includes: (1) Garmin 010-02316-10 GPS 24xd NMEA 2000 Position Receiver and Antenna with Multi-Band GNSS and Heading, Necessary Hardware and Installation. | 1 | \$434.00 | \$434.00 |
| 25 | 336612 | P02934 | Garmin GPSMAP 8612 12" Touch HD Chartplotter w/ Preloaded HD Maps. | 1 | \$3,929.78 | \$3,929.78 |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|--------|--------|--|-----|-------------|-------------|
| | | | Includes: (1) Garmin 010-02092-50 GPSMAP 8612 12" HD Touchscreen Chartplotter with Preloaded BlueChart g3 US Coastal & LakeVu HD Maps, Necessary Hardware and Installation. (Transducer and External GPS Antenna Sold Separately). | | | |
| 26 | 336612 | P02935 | Garmin GPSMAP 8612xsv 12"" Touch HD Chartplotter/Sonar Combo w/ Preloaded HD Maps. | 1 | \$3,963.99 | \$3,963.99 |
| | | | Includes: (1) Garmin 010-02092-03 GPSMAP 8612xsv 12" HD Touchscreen Chartplotter/Sonar Combo with Built-In Support for Sonar, Including Dual-Channel 1 kW Traditional CHIRP, CHIRP ClearVu and CHIRP SideVu Scanning Sonars Plus Built-In Support for Ultra High-Definition Scanning Sonar (No black Box Required), Preloaded BlueChart g3 US Coastal & LakeVu HD Maps, Necessary Hardware and Installation. (Transducer(s) and External GPS Antenna Sold Separately). | | | |
| 27 | 336612 | P02939 | Garmin Plastic Thru-hull Mount Transducer w/ Depth & Temp (8-pin) - Airmar P319 | 1 | \$410.52 | \$410.52 |
| | | | Garmin Plastic Thru-hull Mount Transducer with Depth & Temperature (8-pin) - Airmar P319. Includes Necessary Hardware and Installation. | | | |
| 28 | 336612 | P07830 | Icom M510 EVO VHF Marine Transceiver w/ Shakespeare 5' Classic VHF Marine Band Antenna. | 1 | \$1,675.27 | \$1,675.27 |
| | | | Includes: (1) Icom IC-M510 EVO VHF Marine Transceiver, (1) Flush Mount Kit, (1) VHF Marine Band Antenna , (1) Heavy Duty S/S Ratchet Mount, (1) External VHF Speaker. | | | |
| 29 | 336612 | P07197 | SS60 0 Degree SS 600W Thru-Hull Transducer | 1 | \$519.16 | \$519.16 |
| | | | Includes: (1) SS60 0 Degree SS 600W Thru-Hull Transducer, Necessary Hardware and Installation. | | | |
| 30 | 336612 | P06823 | Canvas Enclosure forT-Top (SAFE) | 1 | \$2,977.98 | \$2,977.98 |
| | | | Full Canvas Enclosure for T-top Includes Roll Up Side and Aft Curtains Encapsulating T-Top. Available colors: Grey, Green or Black | | | |
| 31 | 336612 | P07567 | Yamaha 350 DES | 2 | \$35,837.91 | \$71,675.82 |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-------------|--------|---|-----|-------------|-------------|
| | | | Includes: (1) Yamaha (Digital Shift & Throttle, and Digital Electric Steering) 350hp Engine, (1) SS Prop | | | |
| 32 | 336612 | P04573 | Upgrade to Stainless Steel Steering Wheel. | 1 | \$169.45 | \$169.45 |
| | | | Upgrade to Schmidt Style Destroyer Stainless Steel Steering Wheel with Power Knob. Includes Necessary Hardware and Installation. | | | |
| 33 | 336612 | P07428 | Yamaha Dual Engine Rigging, 150-450HP w/Digital Electric Controls | 1 | \$15,780.48 | \$15,780.48 |
| | | | Includes: (1) Dual Binnacle, (1) Display, (1) Electric Key Switch w/Safety Lanyard, (1) Steering Wheel, (1) Fuel Filter, and (1) Starting Battery. | | | |
| 34 | OPEN MARKET | P08593 | Add Sea Chest with Valve and Cam Groove Connection to Aft Deck | 1 | \$3,900.84 | \$3,900.84 |
| | | | Includes: Modifications to Aft Deck to Add (1) Sea Chest with 3" ANSE Flanged Connection, (1) 3" SS Manual Butterfly Valve, (1) 3" Male Cam Lock Fitting, (1) 3" Cam Lock Cover. | | | |
| | | | Note: Portable Fire Pump and Discharge Hoses Sold Separately. | | | |
| 35 | OPEN MARKET | P08597 | Add Forward Deck Fire System Discharge Manifold with Discharge Hose to Aft Deck Locker Fittings | 1 | \$11,749.47 | \$11,749.47 |
| | | | Includes: (1) Stainless Steel Discharge Manifold Mounted on Forward Locker, (1) Rig Tube Connecting Aft Deck Locker to Forward Deck Locker to Run Discharge Hose, (1) 3" Male Cam Lock Fitting, (1) 3" Cam Lock Cover. | | | |
| | | | Note: Does not include Fire Pump, Monitor or Nozzle. | | | |
| 36 | 336612 | P05408 | Shipping Prep/Full Shrink Wrap | 1 | \$2,223.57 | \$2,223.57 |
| | | | Preparation for Shipping Includes: 1 Disconnect batteries from electrical system. 2 Secure loose gear to prevent shifting during shipment. 3 Secure boat to trailers. (If Applicable) 4 Secure equipment (e.g., motors, spotlight, etc.) as necessary to prevent movement during shipment. | | | |

| Line | GSA | Code | Description | Qty | Unit Price | Ext. Price |
|------|-----|------|---|-----|------------|------------|
| | | | 5 Remove flammable liquids if required to comply with ocean transportation requirements. | | | |
| | | | 6 Place Radome and antennas in lowered position. | | | |
| | | | 7 Ensure no more than 10 gallons fuel remains in the fuel tanks. | | | |
| | | | 8 Place boat cabin key in a secure "Hide" | | | |
| | | | 9 Protective Shrink Wrap. (Covers Boat Down to Collar and Outboard Engines if Applicable) | | | |
| | | | Does not include actual Transportation Charges | | | |

| | |
|-----------------|---------------------|
| Subtotal | \$460,946.09 |
| Tax | \$0.00 |
| Shipping | \$15,610.98 |
| Total | \$476,557.07 |

Quote includes shipping from Bremerton, WA to Marathon, FL. The Customer is responsible for offloading the boat and trailer from the transport trailer at the destination. Incoterms CIF (Cost, Insurance and Freight) applies.

40% Contract Award
30% Mid-Build
30% Delivery Acceptance

All payments due within 30 days of invoice.

Please contact Scott Clanton for any assistance regarding this quote
(360) 674-7161 ext 1037
(801) 530-3442 cell
sclanton@safeboats.com



COUNCIL AGENDA STATEMENT

Meeting May 13, 2025

To: Honorable Mayor and City Councilmembers

From: Carlos A. Solis, P.E., Director of Public Works Engineering

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-47**, Approving a Design Build Contract with Platform Group, LLC via a Piggy-Back Contract with the City of Ocala for the Construction of A New Skate Park and Associated Improvements in the Amount Not To Exceed \$1,265,800.00; Authorizing The City Manager To Execute A Contract And Expend and Appropriate Funds; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City has long planned on replacing the aging Skate Park at Community Park. The City has worked with local groups and charities to develop a concept and received input from the public in developing a plan. Platform Group, LLC has been working with the group to develop the concept, and the City wishes to Piggy-Back the contract the City of Ocala has with Platform Group for a Design-Build contract for the development. The City had previously committed budgeted funds in the amount of \$825,000, \$300,000 in the current budget year, and \$525,000 in the next budget year for this project, and now wishes to develop the project within this budget year. Since the budget was developed, the scope has been modified to enhance the park area by providing additional parking, improving circulation, and site work preparation for a splash pad.

The total anticipated cost of the project is \$1,531,040.00. The City's anticipated cost is \$1,265,800, which includes a contingency fund of \$110,000.00 for modification to the park entrance and other potential improvements to accommodate the Splash Pad.

The total cost of the project exceeds the City's budget, however, additional cost for the project would be funded by the Florida Keys Community Center, a local non-profit through the United Way at a minimum amount of \$265,240.00. Any additional cost, excluding the fore-mentioned site modifications requested by the City, would be covered by Florida Keys Community Center.

The City has investigated the background of Platform Group, LLC and determined that they are one of the premier developers of Skate Parks facilities and determined that the procurement process by the City of Ocala meets all requirements of the process. As such, staff recommend that the Design-Build Contract between the City and Platform Group be approved.

CONSISTENCY CHECKLIST:

| Yes | No |
|-----|-------|
| XX | _____ |

1. Comprehensive Plan

FISCAL NOTE:

The FY25 Adopted Capital Infrastructure Fund Budget includes \$300,000 for this project, approval will appropriate the additional funds needed for this project.

RECOMMENDATION: Council approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-47**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A DESIGN BUILD CONTRACT WITH PLATFORM GROUP, LLC VIA A PIGGY-BACK CONTRACT WITH THE CITY OF OCALA FOR THE CONSTRUCTION OF A NEW SKATE PARK AND ASSOCIATED IMPROVEMENTS IN THE AMOUNT NOT TO EXCEED \$1,095,000; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AND EXPEND BUDGETED FUNDS AND APPROPRIATE ADDITIONAL BUDGET FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance 2015-14, the City Council of the City of Marathon, Florida (the “City”), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City’s residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, in accordance with Section 2-184(3), the City may waive competitive bidding procedures to made under state general service administration contracts, federal, county or other governmental contracts or competitive bids with other governmental agencies with a substantially similar competitive bidding process (a “Piggy-Back” Agreement); and

WHEREAS, the City requires expedited completion of construction of a new skate park and associated improvements in a total amount not to exceed \$1,530,540.00; and

WHEREAS, a portion of this maximum amount is to be provided by the Florida Keys Community Center; and

WHEREAS, the maximum cost the City is responsible for under this contract is \$1,265,300.00; and

WHEREAS, the City desires to engage Platform Group LLC. (“Contractor”) for such services to the City of Marathon via a piggyback contract with the City of Ocala, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City Council hereby approves a “Piggy-Back” Agreement between the City of Marathon, Florida and the Contractor. The Contract between the City and Contractor for design-build construction of the skate park in an amount not to exceed \$1,265,300.00 ; a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to

the City Manager and approved as to form by the City Attorney, is hereby approved.

Section 3. The City Manager is authorized to execute the Contract and Expend and Appropriate Funds In The Amount Of \$965,800.00 on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF MAY, 2025

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steven Williams, City Attorney

Exhibit A is available in the Clerk's office and can be sent electronically.

RESOLUTION NO. 2025-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE ISSUANCE OF A REVOLVING LINE OF CREDIT NOTE, SERIES 2025A AND A TAXABLE REVOLVING LINE OF CREDIT NOTE, SERIES 2025B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 TO FINANCE THE PROJECT; AUTHORIZING AND DELEGATING TO THE MAYOR THE SALE OF THE NOTES TO THE LENDER PURSUANT TO THE TERMS AND CONDITIONS OF A REVOLVING CREDIT AGREEMENT WITH THE LENDER; APPROVING THE EXECUTION AND DELIVERY OF SAID REVOLVING CREDIT AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE ISSUANCE OF THE NOTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the “Issuer”) is a municipal corporation duly organized and validly existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer determined that it is necessary and desirable and in the best interest of the inhabitants of the Issuer to finance utility projects, including, but not limited to, design and construction of a deep injection well, pumping stations and transmission piping to connect and convert the Issuer’s shallow well system to a deep injection well system (collectively, the “Project”); and

WHEREAS, it is determined to be in the best interest of the Issuer to issue its Revolving Line of Credit Note, Series 2025A (the “Series 2025A Note”) and its Taxable Revolving Line of Credit Note, Series 2025B (the “Series 2025B Note” and together with the Series 2025A Note, the “Notes”) in an aggregate principal amount not to exceed \$10,000,000 pursuant to a Revolving Credit Agreement (the “Revolving Credit Agreement”) among the Issuer, Truist Bank (“Truist”) and Truist Commercial Equity, Inc. (“TRUCE” and together with Truist, the “Lender”), in substantially the form attached hereto as Exhibit A, to finance the Project; and

WHEREAS, debt service on the Notes will be secured by the (i) Net Revenues of the Issuer’s utility system, defined as system revenues after deducting operating expenses, (ii) Local Government Infrastructure Surtax Revenues, which are the Issuer’s portion of a countywide sales surtax, and (iii) Wastewater and Stormwater Assessments, which are special assessments levied for the respective utility systems (collectively, the “Pledged Revenues”), all as defined in the Revolving Credit Agreement; and

WHEREAS, the revenues pledged for the payment of the Notes are not now pledged or encumbered in any manner; and

WHEREAS, the Pledged Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Notes, as the same becomes due, and to make all deposits or payments required by this Resolution and the Revolving Credit Agreement; and

WHEREAS, in the event Pledged Revenues shall be insufficient to pay debt service on the Notes (together with all other amounts due and owing thereunder), the Issuer has covenanted to budget and appropriate Non-Ad Valorem Revenues to provide funds equal to the difference between the Pledged Revenues available to pay debt service on the Notes and all other amounts due and owing thereunder and under this Resolution and the amount needed to pay the debt service on the Notes and all other amounts due and owing thereunder and under this Resolution; and

WHEREAS, the Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments under this Resolution or the Revolving Credit Agreement. The Notes shall not constitute a lien on any property owned or situated within the limits of the Issuer; and

WHEREAS, the Issuer has received proposals from a number of financial institutions and it is hereby found, determined and declared that a negotiated sale of the Notes to the Lender pursuant to a competitive bid, is in the best interest of the Issuer because the revolving nature of the loan necessitates that the Issuer evaluate the credit capacity of the Lender which does not lend itself to selling the Notes in a public sale and will save the Issuer considerable time and expense; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor to accept the offer from the Lender to purchase the Notes at a negotiated sale upon the terms and conditions set forth in this Resolution, the Revolving Credit Agreement and in the Term Sheet dated April 1, 2025 submitted by the Lender for the purchase of the Notes, a copy of which is attached hereto as Exhibit B (the "Term Sheet"); and

WHEREAS, the Lender will provide to the Issuer, prior to the sale of the Notes, a disclosure statement regarding the Notes containing the information required by Section 218.385(6), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer, and other applicable provisions of law.

SECTION 3. APPROVAL OF ISSUANCE OF NOTES; The issuance of the Note is hereby authorized. There is hereby authorized to be issued the "City of Marathon, Florida Revolving Line of Credit Note, Series 2025A" and the "City of Marathon, Florida Taxable Revolving Line of Credit Note, Series 2025B" in an aggregate principal amount of not to be outstanding at any time in excess of Ten Million Dollars (\$10,000,000) for the purposes of (i) financing the costs of the Project, and (ii) paying the transaction costs associated with the Notes.

SECTION 4. AUTHORIZATION OF PROJECT. The financing of the Project is hereby authorized.

SECTION 5. TERMS OF NOTES. The Notes will be repaid no later than twenty-four (24) months from the date of issuance or unless earlier prepaid or extended, as provided in the Revolving Credit Agreement and in the Notes. The Notes shall be substantially in the form attached as Exhibit A-1 and Exhibit A-2 to the Revolving Credit Agreement, with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Notes shall be executed on behalf of the Issuer with the manual signature of the Mayor, as attested by the City Clerk and the official seal of the Issuer. In case any one or more of the officers who shall have signed or sealed the Notes shall cease to be such officer of the Issuer before the Notes so signed and sealed has been actually sold and delivered, such Notes may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Notes had not ceased to hold such office. The Notes may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Notes shall hold the proper office of the Issuer, although, at the date of such Notes, such person may not have held such office or may not have been so authorized.

SECTION 6. SALE OF NOTES. Because of the characteristics of the Notes, prevailing market conditions, the necessity of the Issuer to evaluate the credit capacity of the Lender, the ability of the Issuer to access direct purchase with the Lender and for the Issuer to receive the benefits of lower issuance costs, it is hereby determined that it is in the best interest of the Issuer to accept the offer of the Lender to purchase the Notes at a private negotiated sale pursuant to the terms of the Revolving Credit Agreement. Prior to the issuance of the Notes, the Issuer shall receive from the Lender a Lender's Certificate, the form of which is attached hereto as Exhibit C and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit D.

SECTION 7. AUTHORIZATION TO EXECUTE REVOLVING CREDIT AGREEMENT. To provide for the security of the Notes and to express the contract between the Issuer and the holder thereof, the Issuer hereby authorizes the Mayor, as attested by the City

Clerk and approved as to form and correctness by the City Attorney, or any other appropriate officers of the Issuer, to execute and deliver a Revolving Credit Agreement to evidence the Notes, to be entered into by and between the Issuer and the Lender, in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor, the execution thereof being conclusive evidence of such approval.

SECTION 8. GENERAL AUTHORITY. The Mayor, Vice Mayor, the City Clerk, the City Manager, the City Attorney and such other officers, attorneys and other agents and employees of the Issuer, as may be designated by the City Manager, are each designated as agents of the Issuer in connection with the matters described herein and are hereby authorized and empowered, collectively or individually, to take all actions and steps to execute all instruments, documents, notices and contracts on behalf of the Issuer that are necessary and desirable in connection with the execution and delivery therewith and which are specifically authorized and not inconsistent with the terms and provisions of this Resolution or the Revolving Credit Agreement, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Notes, this Resolution and the Revolving Credit Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Lender to effectuate the sale of the Notes. If the Mayor is unavailable or unable at any time to perform any duties or functions hereunder, the Vice Mayor is hereby authorized to act on his behalf. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Notes is hereby approved, confirmed and ratified.

SECTION 9. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Revolving Credit Agreement.

SECTION 10. EFFECT OF RESOLUTION; RATIFICATION. All resolutions or ordinances and parts thereof in conflict herewith to the extent of such conflicts, are hereby suspended and repealed; provided, however, that all of the terms and conditions of this Resolution shall be complied with in full. All prior action in connection with this Resolution is hereby ratified, confirmed, and approved.

SECTION 11. ADDITIONAL INFORMATION. The Notes and Revolving Credit Agreement shall not be executed and delivered unless and until the Issuer has received all information required by Section 218.385, Florida Statutes.

SECTION 12. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THIS 13th DAY OF MAY, 2025.

**CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA**

By: _____
Lynn Landry, Mayor

AYES:
NOES;
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steven Williams, City Attorney

EXHIBIT A
FORM OF REVOLVING CREDIT AGREEMENT

EXHIBIT B
TERM SHEET

EXHIBIT C

FORM OF LENDER'S CERTIFICATE

This is to certify that Truist Bank ("Truist") and Truist Commercial Equity, Inc. ("TRUCE" and collectively with Truist, the "Lender") has not required City of Marathon, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the Revolving Line of Credit Note, Series 2025A (the "Series 2025A Note") and the Taxable Revolving Line of Credit Note, Series 2025B (the "Series 2025B Note, and together with the Series 2025A Note, the "Notes"), and no inference should be drawn that the Lender, in the acceptance of said Notes is relying on Bryant Miller Olive P.A. ("Note Counsel") or Steven Williams ("Issuer Attorney") as to any such matters other than the legal opinions rendered by Note Counsel or Issuer Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meanings set forth in the Revolving Credit Agreement, dated as of _____, 2025, by and among the Issuer, Truist and TRUCE (the "Revolving Credit Agreement").

We are aware that purchase of the Notes involve various risks, that the Notes are secured solely from the Pledged Revenues, as described in the Revolving Credit Agreement (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our lending decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our purchase of the Notes and can bear the economic risk of our purchase of the Notes.

We acknowledge that the Revolving Credit Agreement is not being qualified under the Trust Indenture Act of 1939, as amended, and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933 (the "Securities Act of 1933"), Section 517.051(1), Florida Statutes, and/or Section 517.061(9), Florida Statutes, and that neither Note Counsel nor the Issuer Attorney shall have any obligation to effect any such registration or qualification.

The Notes have been purchased for the account of the Lender as evidence of a loan only and not with a present view to the distribution, transfer or resale thereof. The Lender currently intends to hold and book the Notes as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is not intended to indicate that

the instrument is or is not a security within the meaning of the Securities Act of 1933. The Lender hereby covenants that if the Lender subsequently decides to distribute or resell the Notes, it shall comply with the transfer restrictions in the Notes.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(9), Florida Statutes. We are not purchasing the Notes for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of _____, 2025.

**TRUIST COMMERCIAL EQUITY, INC., with
respect to the Series 2025A Note**

By: _____
Name: Linda Neverson
Title: Authorized Agent

**TRUIST BANK, with respect to the Series 2025B
Note**

By: _____
Name: Linda Neverson
Title: Senior Vice President

EXHIBIT D

FORM OF DISCLOSURE LETTER

The undersigned, Truist Bank ("Truist") and Truist Commercial Equity, Inc., ("TRUCE" and collectively with Truist, the "Lender") has negotiated with City of Marathon, Florida (the "Issuer") for the private purchase of its Revolving Line of Credit Note, Series 2025A and its Taxable Revolving Line of Credit Note, Series 2025B (collectively, the "Notes") in an aggregate amount not to exceed \$10,000,000. Prior to the award of the Notes, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us in connection with the issuance of the Notes (such fees and expenses to be paid by the Issuer):

Lender Counsel Fees – \$16,500.00

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Notes to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes.

3. The amount of the underwriting spread expected to be realized by the Lender is \$0.00.

4. The management fee to be charged by the Lender is \$0.00.

5. Truth-in-Bonding Statement:

The Notes are being issued primarily to (i) pay the costs of financing the Project, and (ii) pay the costs associated with the transaction.

Unless earlier redeemed, the Series 2025A Note is expected to be repaid by _____, 2026. Unless earlier redeemed, the Series 2025B Note is expected to be repaid by _____, 2026. Because the loan of the proceeds of the Notes is a revolving credit facility with a variable

rate of interest it is impossible to determine the total amount of interest to be paid over the life of the Notes.

The Notes will be payable solely from the revenues pledged, as provided in the Revolving Credit Agreement ("Pledged Revenues"), dated as of _____, 2025, among the Issuer, Truist and TRUCE (the "Revolving Credit Agreement"). Because the loan proceeds of the Notes is a revolving credit facility with a variable rate of interest it is impossible to determine the amount of revenues of the Issuer not being available to finance other services of the Issuer during the life of the Notes.

6. The name and address of the Lender is as follows:

Truist Commercial Equity, Inc./Truist Bank
515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Attention: Linda Neverson, Authorized Agent/Senior Vice President

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this ____ day of _____, 2025.

**TRUIST COMMERCIAL EQUITY, INC., with
respect to the Series 2025A Note**

By: _____
Name: Linda Neverson
Title: Authorized Agent

**TRUIST BANK, with respect to the Series 2025B
Note**

By: _____
Name: Linda Neverson
Title: Senior Vice President

April 1, 2025

Jennifer Johnson
Finance Director
City of Marathon, FL
jjohnson@keyscpa.com

Re: Proposal response to City of Marathon, FL ("Borrower") in response to a *Request for Proposal for a Revolving Line of Credit*.

Dear Jennifer:

Truist is pleased to respond to the City of Marathon, FL's *Request for Proposal for a Revolving Line of Credit* with the attached summary of terms and conditions. We believe we have provided a proposal that focuses on those items of greatest importance to the City.

We believe our proposal offers:

- Competitive fixed pricing.
- A comprehensive solution that supports future financing needs.
- Speed of execution.

As a dedicated Relationship Manager with Truist, I bring experience working with various government entities. Additionally, Truist's specialized Government Banking team provides tailored cash management, treasury management and escrow services for governmental entities.

As you review the materials, please keep in mind a few benefits of banking with Truist:

- Truist's has extensive experience working with government entities, including structuring both taxable and tax-exempt financing solutions.
- Truist offers clients a diverse range of financial services to ensure flexibility. These services include bank and bond financing, funding for infrastructure needs, vehicle and equipment leasing, financial risk management and working capital solutions.
- Financial strength. Truist is a well-capitalized institution that is ethically managed and generates strong operating results. Below are the current short-term and long-term ratings of Truist, including outlooks.

Truist Financial Corporation

| Rating | S&P | Moody's | Fitch | DBRS Morningstar |
|------------------------|----------|-----------|--------|------------------|
| Outlook / credit trend | Stable | Stable | Stable | Stable |
| Issuer | A- / A-2 | Baa1 | A / F1 | AAL / R-1M |
| Senior unsecured | A- | Baa1 | A- | AAL |
| Subordinated | BBB+ | Baa1 | BBB+ | AH |
| Preferred stock | BBB- | Baa3(hyb) | BBB- | AL |

Truist Bank

| Rating | S&P | Moody's | Fitch | DBRS Morningstar |
|------------------------|-----------|---------|----------|------------------|
| Outlook / credit trend | Stable | Stable | Stable | Stable |
| Issuer | A / A-1 | A3 | A / F1 | AA / R-1H |
| Senior unsecured | A | A3 | A | AA |
| Deposits | No rating | A1 / P1 | A+ / F1+ | AA |
| Subordinated | A- | (P) A3 | A- | AAL |



Linda M. Neverson
Senior Vice President
Government Banking

515 East Las Olas Blvd, 7th Floor
Ft. Lauderdale, Florida 33301
Office: 954.233.9727
Mobile: 917.532.5100
Linda.Neverson@truist.com

On behalf of Truist Bank, I thank you for giving us the opportunity to build our relationship with the City of Marathon, FL. We believe the attached expresses our deep desire to maintain a valued banking partnership. Please do not hesitate to reach out to me if you any questions regarding our proposal or if any of the terms and conditions do not fully meet City's requirements.

Sincerely,

Linda Neverson



City of Marathon, Florida

Term Sheet

April 1, 2025

Truist Bank (“Bank”), on behalf of itself and its designated affiliate (the “Lender”), is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

| | |
|-----------------------------------|--|
| Borrower: | City of Marathon, Florida |
| Lender: | Truist Commercial Equity, Inc. (tax-exempt) and Truist Bank (taxable). |
| Facility/Purpose/ Description: | Revolving Line of Credit with both tax-exempt and taxable draws available (the “Loan”). The purpose is to provide liquidity that will enable the City to begin construction on utility projects, including, but not limited to, design and construction of a deep injection well, pumping stations and transmission piping to connect and convert the City’s shallow well system to a deep injection well system, as well as reimbursement to the City for any related costs previously incurred. |
| Amount: | Up to \$10,000,000. |
| Funding: | The Loan shall be a revolving line of credit that may be drawn on or paid down on a revolving basis, with draws limited to no more than one (1) per month and for an amount of no less than \$100,000. |
| Repayment: | Interest shall be due and payable monthly. All principal and unpaid interest shall be due at maturity. No prepayment penalty shall apply. |
| Fees: | Annual Unused Fee of 0.13% payable quarterly in arrears. If average line usage is greater than 60% during the quarter prior to the fee payment, the unused fee will be waived. |
| Renewal/Extension | The Bank requires 90 days’ notice to process any renewals or extensions. The Borrower may request the Bank in writing to extend the then current scheduled expiration date by at least one year. If the Borrower shall make such a request, the Bank shall within 30 days of such request, notify the Borrower in writing whether or not the Bank will extend the Scheduled Expiration Date. If the Bank shall not so notify the Borrower, the Bank shall be deemed to have not consented to such request. |

| | | | |
|---------------------------------------|--|--------------------|-------------------------------------|
| Interest Rate: | VARIABLE RATE – | | |
| | Maturity Date | Tax-Exempt/Taxable | Interest Rate |
| | 24 months | Tax-Exempt | SIFMA + 0.35%. |
| | 24 months | Tax-Exempt | 79% of One-Month Term SOFR + 0.40%. |
| | 24 months | Taxable | One-Month Term SOFR + 0.49%. |
| | <p>Accrual basis: Act/360.</p> <p>The tax-exempt interest rate for the Loan will be subject to increase in the event of a Determination of Taxability. In no event will One-Month Term SOFR or SIFMA ever be less than 0.00%.</p> | | |
| Security: | The Loan will be secured a basket of revenues including the City's covenant to budget and appropriate non-ad valorem revenues, net revenues of the utility system, the City's local government infrastructure tax revenues, and wastewater and stormwater non-ad valorem assessments (Pledged Revenues). | | |
| Documentation: | All documentation shall appropriately structure the financing according to Federal and State statutes, subject to acceptable review by Lender and its counsel. The bond will not be presented for payment unless required by documentation. | | |
| Covenants: | <p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements:</p> <ul style="list-style-type: none"> • Additional Debt Test as outlined in the RFP (will need a written definition). • Annual Financial Statements within 270 days of fiscal year end. • Annual budget within 30 days of adoption. <p>The default rate shall be Prime + 4%. If acceleration is not a remedy the restated default rate shall be increased to the lesser of 18% or the maximum allowed rate by law, and the documents shall contain a covenant assuring Lender that if other bondholders have acceleration rights Lender will have the same acceleration rights. No advances permitted while there shall be an Event of Default or an event that with the passage of time or giving of notice or both would be an Event of Default.</p> | | |
| Conditions Precedent and Other Terms: | <ol style="list-style-type: none"> 1. <u>Borrower's Counsel Opinion</u>: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel. 2. <u>Bond Counsel Opinion</u>: An approving opinion of bond counsel related to the Loan in form and substance satisfactory to the Lender, which shall include, without limitation, an opinion that the interest on the Loan is excludable from gross income for Federal income tax purposes. 3. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, | | |

| | |
|-------------------------------|--|
| | instruments, approvals or opinions as may be reasonably requested. |
| Lender's Legal Counsel | <p>The Lender's legal counsel will be Michael Wiener at Holland & Knight in Lakeland, Florida.</p> <p>Estimated fees for the closing of the Loan(s) will be \$16,500 and shall be paid by the Borrower, whether or not the Loan described herein is closed.</p> |
| Governing Law & Jurisdiction: | State of Florida. |
| Municipal Advisor Disclosure: | <p>The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.</p> |
| Patriot Act: | <p>Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to obtain, verify and record information that identifies loan obligors, which information includes the name, address, tax identification number and other information regarding obligors that will allow Lender to identify obligors in accordance with the Patriot Act, and Lender is hereby so authorized. This notice is given in accordance with the requirements of the Patriot Act and is effective for the Bank and its affiliates.</p> |
| Expiration Date: | <p>This Term Sheet shall expire on May 24, 2025 unless a formal commitment letter has been issued prior to such date.</p> |

2025 Line of Credit Proposal Template

| | |
|--|---|
| Bank Contact Information | Truist Bank |
| Amount | \$10,000,000 |
| Draw Period Length (Request minimum 24 months) | 24 month with the option to extend |
| <u>Tax-Exempt</u> / <u>Taxable</u> Drawn Interest Rate (Detail Index + Spread) | * SIFMA+.35% (TE); * 79% of 1 Mnth Term SOFR+0.40% (TE); and 1 Mnth Term SOFR+0.49% (Taxable) |
| Unused/Unutilized Fee (if any) | Annual Unused Fee of 0.13%. If average line usage is greater than 60% during the quarter prior to the fee payment, the unused fee will be waived. |
| Prepayment Provisions | No prepayment penalty shall apply |
| NTE Fees & Expenses including Bank Counsel Fee | Estimated fees for the closing of the Loan(s) will be \$16,500 |
| Bank Counsel Contact | Michael Wiener at Holland & Knight; michael.wiener@hklaw.com |
| Additional Information | Linda Neverson at Truist Bank; linda.neverson@truist.com |

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

Respectfully submitted, Truist Bank

By: Linda Neverson
Authorized Officer

Linda Neverson

Date: April 1, 2025

Address: 515 E. Las Olas Blvd, 7th Floor, Ft.
Lauderdale, FL 33301

Tel.No. 917-532-5100

Fax No. _____

Email Linda.Neverson@truist.com

ACCEPTED this 1st day of April,
2025

CITY OF MARATHON

By: _____
Authorized Officer

COUNCIL AGENDA STATEMENT

Meeting Date: May 13, 2025

To: Honorable Mayor and Council Members

From: Dan Saus, Utility Director

Through: George Garrett, City Manager



Agenda Item: **Resolution 2025-49** Authorizing A Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of SCADA computer/software On-Going Maintenance, In An Amount Not To Exceed \$35,000.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

M&M Stellar Technologies LLC was again the sole respondent to multiple inquiries for repairs and ongoing maintenance to the City’s SCADA system. This system included multiple internet providers and associated equipment, multiple computers at seven locations, industrial PLC’s at 5 WWTP’s and all the hardware and software related to these systems including firewalls. Our Current IT contractor was unable to provide the services our systems needs.

CONSISTENCY CHECKLIST:

| | Yes | No |
|-------------------------|-------|-------|
| 1. Comprehensive Plan | _____ | _____ |
| 2. Other –Sewer Mandate | _____ | _____ |

FISCAL NOTE:

This is the third \$35,000 renewal for this vendor, however, under Section 2-184 B of the City’s procurement ordinance 2024-13 it is exempt from competitive bidding.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-49**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A PURCHASE PURSUANT TO THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE WITH M&M STELLAR TECHNOLOGIES, LLC TO PROVIDE SCADA COMPUTER/SOFTWARE ONGOING MAINTENNACE (THE CITY'S SCADA COMPUTER/SOFTWARE PROVIDER, IN AN AMOUNT NOT TO EXCEED \$35,000.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2008-134, the City Council of the City of Marathon adopted purchasing policies and procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, the City may waive competitive bidding in the event that "only one vendor possesses the unique and singularly available capability to meet the requirements of a particular procurement; and

WHEREAS, the City wishes to approve agreement with M&M Stellar Technologies, LLC for the City's SCADA computer/software maintenance, in an amount not to exceed \$35,000.00; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

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

Section 2. The City's purchasing policies and procedures are hereby waived and the City Council hereby authorizes the City Manager to execute any agreements in connection, and expend budgeted funds on behalf of the City.

Section 3. This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA THIS 13th DAY OF MAY 2025.**

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

Steve Williams, City Attorney