



**City of Marathon City Council Agenda**  
**9805 Overseas Hwy., Marathon, FL**  
**Tuesday, October 14, 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 Minutes .....1
  - \* B.** Approval of Alcohol in the Oceanfront Park for City Employee Holiday Party on December 6<sup>th</sup>.
  - C.** Workshop Topic For October 28, 2025
  - D.**
- 6. City Manager Report**
  - \* A.** MCSO Marathon Substation Report .....19
  - \* B.** Grants Update .....26
  - \* C.** Public Works Report.....32
  - \* D.** Park and Recreation Report.....36
  - \* E.** Information Technology Update.....37
  - \* F.** Marina Report.....38
  - \* G.** Code Report.....45
  - \* H.** Wastewater Utilities Report
  - \* I.** Building Report.....46
  - \* J.** Marathon Fire Rescue Report.....47
  - K.** Agreement For Laydown Yard At Property Held By Florida Keys Resort Holdings LLC For The Purposes Of Temporary Storage Of Materials For Phase 1 Construction Of The Transmission Lines For The Deep Well Project (Informational)
  - L.**
- 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. Ordinances for Second Public Hearing and Enactment**

**A. Ordinance 2025—06**, Amending The City’s Land Development Regulations, Chapter 104, “Specific Use Regulations,” Article 1, “General Provisions,” Section 104.64, “Waterfront Walkways And Docks.”; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Commerce After Final Adoption By The City Council; And Providing For An Effective Date.....49

**9. Ordinances for First Public Hearing**

**A. Ordinance 2025-07**, Amending City of Marathon’s Code of Ordinances Chapter 3, Article III, Section 3-42 Titled “Administration”; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; And Providing An Effective Date.....67

**B. Ordinance 2025-08**, Amending The City’s Comprehensive Plan, Amending Policy 1-4.1.2 “Specific Standards And Requirements For Workforce-Affordable Housing”; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To Florida Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By Florida Commerce.....75

**C. Ordinance 2025-09**, Amending Chapter 104, Article 1 “General Provisions” By Amending Section 104.02.1 “Affordable -- Early Evacuation Residential Unit” To Address Government Agency Management; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For The Transmittal Of This Ordinance To Florida Commerce After Final Adoption By The City Council; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.....89

**10. 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 people to speak on the items will be made available after the applicant and staff have made 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. People representing organizations must present evidence of their authority to speak for the organization. (Councilmembers to communicate ex parte communication.)

**A. Consideration Of A Request For A Development Agreement, For QOF Inc., Pursuant To Chapter 102, Articles 8 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Development Agreement” For The Development Of Four (4) Single Family Affordable Residences; Located At And Around 701 91<sup>st</sup> Street; Which Is Legally Described As Lots 13 And 14 Sea Crest Heights Subdivision, Marathon, Monroe County, Florida; Having Real Estate Numbers 00350630-000000 & 00350640-000000, Nearest Mile Marker 52.....94**

**B. Resolution 2025-92,** Consideration Of The **Request For A Fourth Amended And Restated Development Agreement** Between The City Of Marathon And Marlin Bay Yacht Club, LLC, For The Redevelopment Of Property, Which Is Legally Described As Block 6 Lots 1 Thru 5 & The N 100' Of The S 430' Of Lot 6 And Adjacent Filled Bay Bottom, Marathon Beach Sub Pb2-16 And Block 2 Lots 1 Thru 6 Amended Plat Of Yacht Basin Tracts Real Estate Number 00337010-000000, Providing For Conditions And Requirements Of Development, Including But Not Limited To, Buffers, Building Heights, Setbacks, And Other Requirements; Providing For Assignment Of The Development Agreement And Ownership Interest; And Providing For An Effective Date.....112

**11. Resolutions For Adoption**

**\*A. Resolution 2025-93,** Approving And Accepting Two (2) Quit Claim Deeds Related To Portions Of Property On 33<sup>rd</sup> Street From The Monroe County Board Of County Commissioners To The City Of Marathon; Approving The Final Distributions And Having No Objection To One (1) Quit Claim Deed Related To A Portion Of Property On 33<sup>rd</sup> Street From The Monroe County Board Of County Commissioners To The School Board Of Monroe County, Florida; Authorizing Its Recordings In The Public Records Of Monroe County, Florida; And Providing For An Effective Date.....166

**\*B. Resolution 2025-94,** Approving And Authorizing A One Year Renewal To The Agreement With Carlos Garcia, Attention Media LLC To Provide Public Information Officer (PIO) Services for The City of Marathon In An Amount Not To Exceed \$100,000 Per Year; And Providing For An Effective Date.....192

**\*C. Resolution 2025-95,** Authorizing The City To Extend The Agreement With Ballard Partners, Inc. For Professional Consulting And Lobbying Services Before The Legislature Of The State Of Florida; Authorizing The City Manager To Expend Budgeted Funds, And Execute The Extension Agreement; And Providing An Effective Date.....205

**\*D. Resolution 2025-96,** Approving And Authorizing The City Manager To Extend the Agreement With Culver’s Cleaning Company For Cleaning Services At Marathon City Hall, Fire Station And Utility/Public Works Building In An Amount Not To Exceed \$53,300 Per Year; And Providing For An Effective Date.....210

**\*E. Resolution 2025-97** Approving An Interlocal Agreement Between Monroe County And The City Of Marathon Transferring Nineteen (19) Early Evacuation Affordable Housing Residential Allocations For A Project In The Ownership Of Monroe County Located At 490 63<sup>rd</sup> Street, Having Real Estate Number 00339920-000000; And Providing An Effective Date.....222

**\*F. Resolution 2025-98,** Approving Change Order Number 1 For Re-Development Of The Marina Finger Piers At Seven Mile Marina In The Amount Of \$85,738.00; Authorizing The City Manager To Sign The Change Order And To Expend Budgeted Funds; And Providing An Effective Date.....232

**\*G. Resolution 2025-99**, Approving A Second Amendment To The Professional Service Agreements Between The City And Stantec Consulting Services, Inc., For Professional Engineering Services For The Required Historic Preservation Work Resulting From Full Replacement of the 117<sup>th</sup> Street and 116<sup>th</sup> Street Bridge Contract, and the 112<sup>th</sup> Street Bridges Contract In An Amount Not To Exceed \$14,100.32 Per Bridge For A Total Cost Increase of \$42,300.96; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.....244

- 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 [clavierd@ci.marathon.fl.us](mailto:clavierd@ci.marathon.fl.us) if you would like to receive any of the items on the agenda by email.



**CALL TO ORDER** - A Meeting of the City Council of Marathon, Florida was held on September 9, 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

Deputy City Clerk, Mariah Muino

City Attorney, Steve Williams

Finance Director, Jennifer Johnson

Deputy City Manager, Brian Bradley

Planning Director, Brian Shea

Park and Recreation Director, Scott Williamson

Deputy Utilities Director, Libby Soldano

Senior Planner, Dan Gulizio

Marina Director, Sean Cannon

Public Works Manager, Paul Bartnik

City Engineer, Carlos Solis

Public Information Officer, Carlos Garcia

Information Technology Director, Hank Kokenzie

Fire Rescue Chief Muro

MCSO Capt. Derek Paul

### **Approval Of Agenda and Consent Agenda**

Still added a Domestic Violence Awareness Month Proclamation.

**MOTION:** Smith moved to approve the agenda as amended.

**SECOND:** Still

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

### **City Council Items**

**\*A.** Approval of Minutes

**B.** Diaper Awareness Week Proclamation (Council Member Still) – A representative from the Florida Keys Healthy Start Coalition accepted the Proclamation on their behalf. The representative thanked council for the recognition and explained how every diaper donated, and every dollar contributed goes to relieve stress from the families in our community and ensure every baby has a healthy start.

**C.** November City Council Meeting Date Change to November 18<sup>th</sup> – City Clerk, Diane Clavier explained how staff is requesting to move November's meeting date to November 18<sup>th</sup> so that we may complete the audit of the precinct. Council gave a head nod approving the change of date for November.

**D.** Request to Serve Alcohol at the Domestic Abuse Survivor Fundraiser on October 4th at the Marathon Community Park – Shea explained that there is a DV non-profit (not our local one) looking to use the community park for an event and would like to allow alcohol use, and they are seeking council approval. Council gave a head nod approving the use of alcohol for the DV event.

**\* E.** Key Colony Beach Fire/EMS FY25/26 Extended Agreement (Informational)

**F.** Domestic Violence Awareness Month Proclamation – Sherry Schwab the CEO of the domestic abuse shelter accepted the Proclamation. She thanked the city and the community for providing the opportunity for awareness of DV for the month of October, just to raise the level of awareness of DV and the more awareness also helps people to feel more comfortable reaching out for services and to volunteer.

### **City Manager Report**

- \* A.** MCSO Marathon Substation Report
- \* B.** Grants Update
- \* C.** Public Works Report
- \* D.** Park and Recreation Report
- \* E.** Information Technology Update
- \* F.** Marina Report
- \* G.** Code Report

\* **H. Wastewater Utilities Report**

\* **I. Building Report**

**J. First Time Homebuyer Update** – Shea explained where to find the report. Del Gaizo asked if we have had anyone to apply for the first time homebuyer recently. Josh Mothner the housing coordinator stated in the report you see the 6 applications for the last fiscal year and that we have 1 that was just approved that will go forward for the next fiscal year. Del Gaizo then asked if the amount given is still \$20,000 and Josh replied that we do both \$20,000 and \$10,000. Attorney Steve Williams spoke and asked if they should discuss the ship loan with council. Mothner explained that the goal is to put people in houses, the goal is to say yes in any way they can and recently they have had 2 or 3 where a local lender will do all it takes to join our program with the states program ship and they can provide up to \$45,000 but the only issue with it is fighting over lien position. Ship wants us to be in the 3<sup>rd</sup> position for the liens, and the ordinance does not say we need to be in 2<sup>nd</sup> position so it would not be an issue to be subordinate. Williams asked council if 3<sup>rd</sup> place would be acceptable to council and that this would need to be added to a future agenda. Mayor Landry said absolutely this needs to be brought back on a future agenda, and to bring it back to October's agenda. Del Gaizo asked if we can stack First time homebuyer with the hometown hero program. Mothner replied that the state will not allow it.

**Ordinances for Second Public Hearing and Enactment**

**A. Ordinance 2025—06**, Amending The City's Land Development Regulations, Chapter 104, "Specific Use Regulations," Article 1, "General Provisions," Section 104.64, "Waterfront Walkways And Docks:"; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

Shea explained that the ordinance is to allow for up to 8 feet in height from the original 4 feet in height for fish cleaning tables. Changes included raising the maximum height for covered fish cleaning tables from 4 to 8 feet and adjusting height measurements, so they are taken from the highest walking surface of the dock, ensuring consistency across different dock types. Mayor Landry asked if any language regarding how many fish cleaning tables are allowed needed to be added in. Shea stated they would amend 6 to state it would limit 1 per slip and adding 6A to state allowed width for residential and 6B to state allowed width for commercial. Shea also stated that any person wanting a fish cleaning table will need a permit. Council and Shea concluded with consensus to finalize the amendments, refine language regarding pre-existing non-conforming structures, and bring the ordinance back to council for approval.

**Speaker** - David Daniels - stated that he supported the amendments and recommended a minimum standard height of seven feet for elevator lifts.

The Mayor called for public comments, hearing one, closed the public hearing.

**MOTION:** Smith moved to approve the ordinance as amended.

**SECOND:** Still

**Vote of the Motion:**

Yes:

No: None

Absent: None

Abstain: None

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**-Quasi-Judicial Public Hearing**

The Council stated they had no exparte communications. The Deputy Clerk swore in speakers.

**A. Resolution 2025—81,** Approving The Ranking And Allocations Of The Market Rate And Affordable Residential Building Permit Allocation System (RBPAS) For Period 1, Year 34 (July 14, 2025 To January 13, 2026); And Providing For An Effective Date.

Shea gave an overview of staff report and stated that staff is recommending approval of the 4 allocations total. Shea explained that all of this is based off the hurricane modeling that was completed in 2010, which was then awarded to us in 2012 of those 300 units we have been giving out no more than 30 per year over that 10-year period. We used up all of the allocations and only have allocations from administrative relief. Shea stated that all permits need to be picked up and you have 90 days to pick up your permit or the allocations will be given away. Matlock asked if we could give out less and Shea responded that at least 20% has to be affordable.

**B. Resolution 2025-82,** Approving The Ranking And Allocations Of The Early Evacuation Affordable Residential Building Permit Allocation System (EE BPAS); And Providing For An Effective Date.

Shea gave an overview of early evacuation report; staff is recommending the approval of one applicant that has a score of 63 and that it can be done with previously awarded units. Smith asked how many were surrendered to the city? Shea responded and said we were awarded 55 total and that will leave 51 units. Josh asked if they were going to take the affordable and replace it with early evacuation. Shea explains that they are pulling admin relief and that council pulled 6 to be affordable out of the 300 units.

The Mayor called for public comments, hearing none, closed the public hearing.

**MOTION:** Smith moved to approve Resolution 2025-81

**SECOND:** Matlock

**Vote of the Motion:**

Yes:

No: None

Absent: None

Abstain: None

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**MOTION:** Smith moved to approve Resolution 2025-82

**SECOND:** Matlock

**Vote of the Motion:**

Yes:

No: None

Absent: None

Abstain: None

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

C. Consideration Of The **Request For A Fourth Amended And Restated Development Agreement** Between The City Of Marathon And Marlin Bay Yacht Club, LLC, For The Redevelopment Of Property, Which Is Legally Described As Block 6 Lots 1 Thru 5 & The N 100' Of The S 430' Of Lot 6 And Adjacent Filled Bay Bottom, Marathon Beach Sub Pb2-16 And Block 2 Lots 1 Thru 6 Amended Plat Of Yacht Basin Tracts Real Estate Number 00337010-000000, Providing For Conditions And Requirements Of Development, Including But Not Limited To, Buffers, Building Heights, Setbacks, And Other Requirements; Providing For Assignment Of The Development Agreement And Ownership Interest; And Providing For An Effective Date.

The Council stated they had no exparte communications. The Deputy Clerk swore in speakers.

Shea explained we took this item just last year so that the marina could be used as a public marina and now the owner of the property is looking to sell and the applicant who is looking to buy the property wants to make sure they can split the ownership of the property but that would require an amendment to the development agreement and the title. Matlock asked Brian to clarify that it does not change the density, parking etc. and that it will only change to split ownership, Brian said yes, no other changes.

The Mayor called for public comments, hearing none, closed the public hearing.

**MOTION:** Smith moved to approve the amendment and make it the nine years in the agreement for consistency.

**SECOND:** Matlock

**Vote of the Motion:**

Yes:

No: None

Absent: None

Abstain: None

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**Resolutions for Adoption**

**\*A. Resolution 2025-83**, Approving An Extension Between The City And Hawkins, Inc. For Delivery of Chemicals to the Wastewater Treatment Plants, In An Amount Not To Exceed \$700,000.00; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

**\*B. Resolution 2025-84**, Approving A Contract With Pedro Falcon Contractors Inc. To Construct An Information And Security Station At Sombrero Beach In An Amount Not To Exceed \$231,515.00; Authorizing The City Manager To Execute The Agreement, Appropriate and Expend Funds And Providing For An Effective Date

**C. Resolution 2025-85**, Relating To The State Revolving Fund Program; Authorizing The Application; Authorizing The Agreement; Establishing Pledged Revenues; Designating Authorized Representatives; Providing Assurances.

Jennifer explained a little history on the item and stated it was on the meeting agenda for August 13<sup>th</sup> for the FDEPSRF loan program and we were allocated \$8,666,273.00 and now we have to go through the loan process. Mayor Landry asked what the rate is? Jennifer stated that we do not have it yet because we have to apply first. Matlock asked if we had applied for SRF and why the rate was so high. Jennifer replied that this is the SRF loan we are applying for and that we have been quoted at a rate of 2%. Garrett stated we are asking for this loan based on a wastewater project. Del Gaizo explained the lawsuit we were told by federal court and did not know how much the interest rate, etc. and wanted everyone to know we are not taking it lightly and this is a project we have to move forward. Attorney Williams explained that the City of Marathon was sued back in 2022/2023 and there was a lawsuit in the state of Hawaii. Other side was already seeking over 2 million dollars from the city in legal fees and that was even before trial. City council voted unanimously and then the Federal Judge signed a consent/decreed and now we are under the consent/decreed under the authority of a federal judge, and we must do what a federal judge tells us.

The Mayor called for public comments, hearing none, closed the public hearing.

**MOTION:** Still moved to approve Resolution 2025-82

**SECOND:** Smith

**Vote of the Motion:**

Yes:

No: None

Absent: None

Abstain: None

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**\*D. Resolution 2025-86,** Awarding An Emergency Contract For The Area 5 Membrane Replacement To Reynolds Construction, LLC In An Amount Not To Exceed \$72,765.44; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

**\*E. Resolution 2025-87,** Approving An Amendment To The Professional Service Agreements Between The City And Stantec Consulting Services, Inc., For Professional Engineering Services For The Design of The Full Replacement of the 117<sup>th</sup> Street and 116<sup>th</sup> Street Bridge Contract, and the 112<sup>th</sup> Street Bridges Contract In An Amount Not To Exceed \$24,000 Per Bridge For A Total Cost Increase of 72,000.01; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

### **Citizen Comments**

Mike Millard – Thanked George and Sean Cannon for addressing contaminants in Coco Plum, particularly the removal of two shipping containers from the right of way. He also appreciates the detailed explanation provided about future sludge concentration in areas 5 and 6, Millard mentioned that the information was shared within the association to alleviate concerns. Lastly, he inquired about where to find the budget, which Jenniffer told him it would be posted on the website the following day.

Diane Scott – Expressed dissatisfaction with the city councils handling of citizen comments and criticized the building official's rudeness with her. She accused the sheriff of misconduct, including neglecting duties at the Marathon substation and mistreating employees, and demanded action. Scott claimed the sheriff is corrupt and urged the council to address these issues and that she thinks they should be voted out.

Jill Davis – Thanked the council for their domestic violence awareness proclamation, highlighting her commitment to women's rights and how she was inspired by Susan B. Anthony and her efforts to stand up against bullies.

### **Council Comments**

Matlock – Recognized the 7-year anniversary of Hurricane Irma, spoke about how the county had a big decision to make regarding expanding of the roadways and told everyone not to be afraid to reach out to county leaders.

DelGaizo – Thanked everyone for coming and stated she came across the marina sanctuary meeting and explained everything she learned and how much our water/environment has changed over time and how everyone needs to be aware and conscious of our community, or we will not have it anymore.

Still – Thanked staff for preparing the DV proclamation so we can have a full month of October to spread awareness and that the shelter is being rebuilt after hurricane Irma. Also informed everyone about the movie events on Saturday at the community park and that they are showing Inside out 2 and about the Jaws movie float in at Bongos in October. Friday night there will be a 9/11 ceremony at half time at the football. Also spoke about the 9/11 ceremony held at the fire station on Thursday at 8:30am.

Smith —Gave congratulations to the new addition to the Gonzalez family. Thanked staff for all the work they put in for the meetings. Encouraged everyone to come out to the upcoming public budget meeting.

Landry —Spoke about the anniversary of Hurricane Irma, Thanked the events committee and how the food truck jamboree was a huge success and how it really brought the community together. Thanked new PIO Carlos for his work.

## **ADJOURNMENT**

With no further business to come before the Council, Mayor Landry adjourned the meeting at 7:01pm with unanimous consent.

I certify the above represents an accurate summary of the City Council meeting of September 9, 2025.

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Mariah Muino, Deputy City Clerk

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Date



**CALL TO ORDER** - A Special Call Meeting of the City Council of Marathon, Florida was held on September 16, 2025 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:34 pm.

**PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was recited.

**ROLL CALL - There were present:**

Councilmember DelGaizo

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

Finance Director, Jennifer Johnson

Deputy City Manager, Brian Bradley

Deputy Utilities Director, Libby Soldano

Code Director, Ted Lozier

Marina Director, Sean Cannon

Park and Recreation Director, Scott Williamson

Senior Planner, Dan Gulizio

Marina Director, Sean Cannon

Public Works Manager, Paul Bartnik

City Engineer, Carlos Solis

Public Information Officer, Carlos Garcia

Information Technology Director, Hank Kokenzie

Fire Rescue Chief Muro

MCSO Capt. Derek Paul

## **Approval Of Agenda**

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

## **First Public hearing to adopt tentative budget and millage rate**

Johnson provided a PowerPoint presentation of the general fund budget overview. Johnson explained the proposed tax rate of 2.2235 mills, which is equivalent to \$2.2235 per \$1,000 of taxable value. Johnson gave a four-year comparison on the increases in taxable values from the prior years. Johnson informed everyone that the current year's general fund budgeted revenues were \$23,519,635, a \$1,428,821 net increase to the general fund budgeted revenues due to taxes, licenses and permits, charges for services, fines and forfeits and a decrease from transfers in from other sources and intergovernmental revenues. Johnson explained the general fund expenditures, currently at almost \$25 million. The \$2,474,572 net increase being primarily due to staffing and benefit changes and professional service and contract cost increases. Johnson also briefed the Council on the building fund, capital infrastructure street maintenance, impact fee, restoration, debt service, marina enterprise, 7b mile marina, stormwater utility, wastewater utility, and affordable housing funds.

The Mayor called for speakers.

Greg Robinson – explained some of his areas of concern: Debt service (deep well financing), reserve drawdown, plans for continual draw down such as SRF or other alternatives, COLA increases, administration salaries and benefits, such as a twenty percent of his salary for retirement for the City Manager, affordable housing, four million in the fund, is it not being used?

Mike Millard – spoke regarding the general contracted services, he would like to know the details of who and what they are; seven million in park and recreation projects seems to be an extremely high amount. Another concern is a twenty five percent in retirement for fire/EMS.

Daniel Samess – spoke about utilizing reserves to temporarily bring the milage down.

Diane Scott – suggested to take funding away from the police and suggested helping people with kids with their rent using the affordable housing fund.

Landry explained the deep well five-year plan and the funding of the project which is under a federal judge's consent order.

Matlock made a few suggestions on cutting costs, such as projects being over engineered, vehicle purchases and asked if we were tracking maintenance issues on vehicles. Garrett explained that the City was tracking costs for vehicle maintenance with software and maintenance is being completed in one in house location. Matlock questioned if the City Manager contingency could be kept at \$15,000 and drop the uniform budget to \$500. Matlock also asked that the non for profit be dropped to a lower number and the Council settled on \$100,000 with FIRM being separated; not included in the amount. Matlock questioned when we bid out the vacuum pits and suggested there may be a way to save some money within house or bidding a certain

amount out. Smith agreed as we are spending a lot of money on overtime pay and questioned where we could be more efficient. Matlock questioned if we needed three state lobbyists. Johnson explained the contracts were split between the general fund and wastewater. Matlock also questioned travel expenses for the Council and if it was necessary to go to Washington. Smith commented on the historical figures, paying out of reserves as we should not be taxing the residents three times for money we did not spend, projects we did not complete, we have the ability to meet rollback. Johnson explained that we had a lot of vacant positions that are no longer vacant. Smith commented that we can afford to use some of the reserves. Landry reiterated that the reserves goal is twelve months. Matlock questioned if one department purchased a vehicle, could it be transferred to another department. Garrett explained vehicles are traded back and forth all of the time. Smith commented that we have forty million in reserves, the interest number is significant. Johnson commented that the checking account is over four percent, and there are governmental limitations. DelGaizo suggested leaving it up to the department heads to take three percent off of their budgets, as we are all asked to scale back.

Johnson read Resolution 2025-88 into the record.

A Resolution Of The City Of Marathon, Florida, Adopting The Tentative Millage Rate And Levy Of Ad Valorem Taxes For The City Of Marathon, Florida For Fiscal Year 2025-2026; And Providing For An Effective Date

Johnson read section two of the resolution into the record.

**Section 2.** The FY 2025-2026 tentative millage rate for the City is 2.0631 mills, which is \$2.0631 for each thousand dollars of taxable assessed property value; and the tentative millage rate is equal to the rolled-back rate.

**MOTION:** Smith moved to approve Resolution 2025-88, with the tentative millage rate of 2.0631  
**SECOND:** Matlock

**Vote of the Motion:**

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

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

Johnson read Resolution 2025-89 into the record.

A Resolution Of City Of Marathon, Florida, Adopting The Tentative Budget For Fiscal Year 2025-2026; And Providing For An Effective Date

Johnson reported the tentative budget for fiscal year 2025-2026 at \$144,676,201.00

**MOTION:** Still moved to approve Resolution 2025-89  
**SECOND:** Smith

**Vote of the Motion:**

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

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**ADJOURNMENT**

With no further business to come before the Council, Mayor Landry adjourned the meeting at 6:56 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of September 16, 2025

\_\_\_\_\_  
Diane Clavier, City Clerk

\_\_\_\_\_  
Date

**CALL TO ORDER** - A Special Call Meeting of the City Council of Marathon, Florida was held on September 23, 2025 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:31 pm.

**PLEDGE OF ALLEGIANCE** The Pledge of Allegiance was recited.

**ROLL CALL - There were present:**

Councilmember DelGaizo via Zoom

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

Finance Director, Jennifer Johnson

Deputy City Manager, Brian Bradley

Planning Director, Brian Shea

Deputy Utilities Director, Libby Soldano

Code Director, Ted Lozier

Marina Director, Sean Cannon

Park and Recreation Director, Scott Williamson

Senior Planner, Dan Gulizio

Marina Director, Sean Cannon

Public Works Manager, Paul Bartnik

City Engineer, Carlos Solis

Public Information Officer, Carlos Garcia

Information Technology Director, Hank Kokenzie

Fire Rescue Chief Muro

MCSO Capt. Derek Paul

## Approval Of Agenda

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

## First Public hearing to adopt tentative budget and millage rate

Johnson briefly gave a review of the general fund budget. Johnson explained the proposed tax rate of 2.0631 mills, which is a zero percent tax increase. Johnson informed everyone of one change to the budget for the wastewater audit, which will be \$50,000, but will not change the numbers in the resolution.

The Mayor called for speakers.

Mike Millard – thanked Johnson and explained he had asked many questions and thanked Johnson for answering all of them. Millard questioned why we were accepting \$600,000 from United Way, a nonprofit company. Millard also commented on the amount of money being expended on vehicles. Millard suggested making the City stick with the revenues coming in and letting the City Manager allocate the funds across the departments.

Diane Scott – suggested to take funding away from the police and suggested putting the shade trees and benches back into Jesse Hobbs Park along with electrical outlets.

Still informed everyone the City was standing on solid ground and only five municipalities have met rollback in the last three years, and they are all smaller than Marathon.

Matlock commented that it is easy to meet rollback when the houses are more expensive, Matlock asked for more detailed information on the budget.

Smith thanked Johnson and commented that we have done an outstanding job over the last three years. Smith questioned if the training budget was sufficient. Bradley commented that it was.

Landry thanked Marathon Fire Rescue for lowering their budget and commented that having twelve months of reserves was fiscally responsible. FROCK, and fronting the money for reimbursement is far better than it was for previous storms. Landry also commented that he was happy we have moved capital budget forward.

DelGaizo thanked Johnson and staff for their work on the budgets.

Johnson read Resolution 2025-90 into the record: **Resolution 2025-90**, Adopting The Final Millage Rate and Levy Of Ad Valorem Taxes For The City Of Marathon of Monroe County, Florida For The Fiscal Year 2025-2026; and Providing For An Effective Date.

Johnson read section two of the resolution into the record: The FY 2025-2026 final millage rate for the City of Marathon is 2.0631 mills, which is \$2.0631 for each thousand dollars of taxable assessed property value; and the final millage rate is equal to the rolled-back rate.

**MOTION:** Still moved to approve Resolution 2025-90  
**SECOND:** Smith

**Vote of the Motion:**

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

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

Johnson read Resolution 2025-91 into the record: **Resolution 2025-91**, Adopting The Final Budget For Fiscal Year 2025-2026; Authorizing The Expenditure Of Funds Established By The Budget; And Providing For An Effective Date.

As well as the third whereas: **WHEREAS**, the City has set forth the appropriations and revenue estimate for the tentative operating budget for FY 2025-2026 in the amount of \$144,676,201.

**MOTION:** Smith moved to approve Resolution 2025-91  
**SECOND:** Still

**Vote of the Motion:**

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

**Vote on the Motion:** 5 Yes, 0 No, 0 Absent, 0 Abstain

**ADJOURNMENT**

With no further business to come before the Council, Mayor Landry adjourned the meeting at 5:52 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of September 23, 2025

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Diane Clavier, City Clerk

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Date

**CALL TO ORDER** – The Greater Marathon Chamber of Commerce & Keys Weekly Newspapers Marathon City Council Candidate Forum was held on October 1, 2025, in the Marathon Government Center, 2798 Overseas Hwy., 2<sup>nd</sup> Floor, Marathon, Florida, Jason Koler, publisher of the Keys Weekly Newspapers, called the forum to order at 6:03 p.m.

**Announcements / Opening Statements**

Jason Koler

6:07 p.m. - Daniel Samess Explained format of forum

**There were present:**

Robyn Still, Councilmember, Candidate (Forum Participant)

Jeff Smith, Vice Mayor, Candidate (Forum Participant)

Lynn Landry, Mayor, Candidate (Forum Participant)

Gerrit Hale, Candidate (Forum Participant)

William David Perry, Candidate (Forum Participant)

Greg Robinson, Candidate (Forum Participant)

Debra Struyf, Candidate (Forum Participant)

**Opening Statements from Candidates**

6:08 p.m. opening statements from forum participants

**Forum**

Each candidate fielded and responded to numerous questions from the moderator(s) that included the following questions:

General Questions Portion (Samess)

6:17 p.m. Question 1: Marathon has a strong manager, weak council form of government where the city manager serves as a de facto CEO of Marathon. The current manager's contract was renewed last year for three years with very little discussion or formal review process. Candidates have expressed strong opinions about the performance of the city manager. If elected, what process or procedures would you put in place to review the manager and city attorney's job performance?



Greater Marathon Chamber of Commerce & Keys Weekly Newspapers  
Marathon City Council Candidate Forum  
October 1, 2025, Marathon Candidate Forum Minutes

6:25 p.m. Question 2: Property rights and maintaining community character for the greater good can often be at odds. In regards to real estate, property rights and developments, do you have any financial or ownership positions in any future development agreements? Have you seen any financial gains from construction, management or sales of properties, land or vacation rentals?

6:30 p.m. Question 3: This year the City awarded \$150,000 to local non-profits like day care centers, AHEC, the Rec Center, Habitat for Humanity, etc. In addition, the City chose to make a standing donation to FIRM to support their efforts in challenging rising insurance costs. The current City Council plans to reduce the annual grant amount to \$100,000. Should the City continue to support non-profits through property taxes?

6:37 p.m. Question 4: The City's budget appears to have ballooned over the past couple of years as the City continues to add staff. Do you feel that the level of service the City provides is in line with the current staffing levels?

6:44 p.m. Question 5: 20 years ago, our City was in a growth mode as our investment in infrastructure led to redevelopment of numerous properties in town. Now that Marathon is reaching build out, the City continues to meet roll back without adding additional services for our year-round residents. Do you feel that it is more important to continue to meet the roll back rate or should we start to invest in services for those who have chosen to live here?

6:51 p.m. Question 6: Without citing vacation rentals, what would be one of your first initiatives that would improve the quality of life for the people of Marathon?

6:57 p.m. Question 7: Within our City there is a lot of discussion over items that are outside of our control due to State law. What is within the City's purview and power that we can address or resolve?

Personal Questions Portion (Koler)

7:05 p.m. Question to William David Perry

7:07 p.m. Question to Gerrit Hale

7:08 p.m. Question to Jeff Smith

7:09 p.m. Question to Debra Struyf

7:11 p.m. Question to Lynn Landry

7:12 p.m. Question to Greg Robinson

7:13 p.m. Question to Robyn Still

Last Question Portion (Samess)

7:16 p.m. If you or the City were awarded a \$5,000,000 dollar grant for City of Marathon, what would you do with it and why?

**Closing Statements from Candidates**

7:21 p.m. closing statements from forum participants

**ADJOURNMENT**

7:30 p.m. Moderator Daniel Samess closed candidate forum.

I certify the above represents an accurate summary of the Marathon City Council Candidate Forum of October 1, 2025.

\_\_\_\_\_  
Lynn Landry, Mayor

\_\_\_\_\_  
Date



# MONROE COUNTY SHERIFF'S OFFICE

## RICHARD A. RAMSAY, SHERIFF

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Date: September 22, 2025

To: Marathon City Council

From: Lt. Benjamin Elmore

RE: Monroe County Sheriff's Office Monthly Report August 2025

Dear Council,

Enclosed is the District 4/5 August Monthly Report. Total calls for service were down slightly over July. The district focused on traffic safety with school starting back, DUI enforcement, and marine patrols during the start of lobster season. All squads continued to use Field Training Officers (FTOs) to train new deputies while maintaining shift coverage.

District 4/5 deputies conducted 492 traffic stops, issued 228 citations, and completed 26 field intelligence reports. They filed 40 charge reports, completed 44 incident/crash reports, and made 6 DUI arrests. Marine enforcement included 85 resource checks, resulting in trap robbing and other resource arrests.

In August Dep. Kevin Leon-Gonzalez transferred to District 6 and Dep. Christian Vega was also selected to transfer to District 6 and is currently pending a transfer date.

The Criminal Investigations Unit carried 33 active cases and was assigned 32 new cases, for a total of 65 worked in August with a 34% clearance rate. Highlights included the Jolly Roger burglary series with the arrest of Leland Broome, reopening of a \$38,000 Bitcoin fraud using blockchain tracing, and active vessel fraud and phishing investigations. Sgt. Askins provided oversight, authored search warrants, and instructed a patrol rifle course. Det. Swire remains on FMLA.

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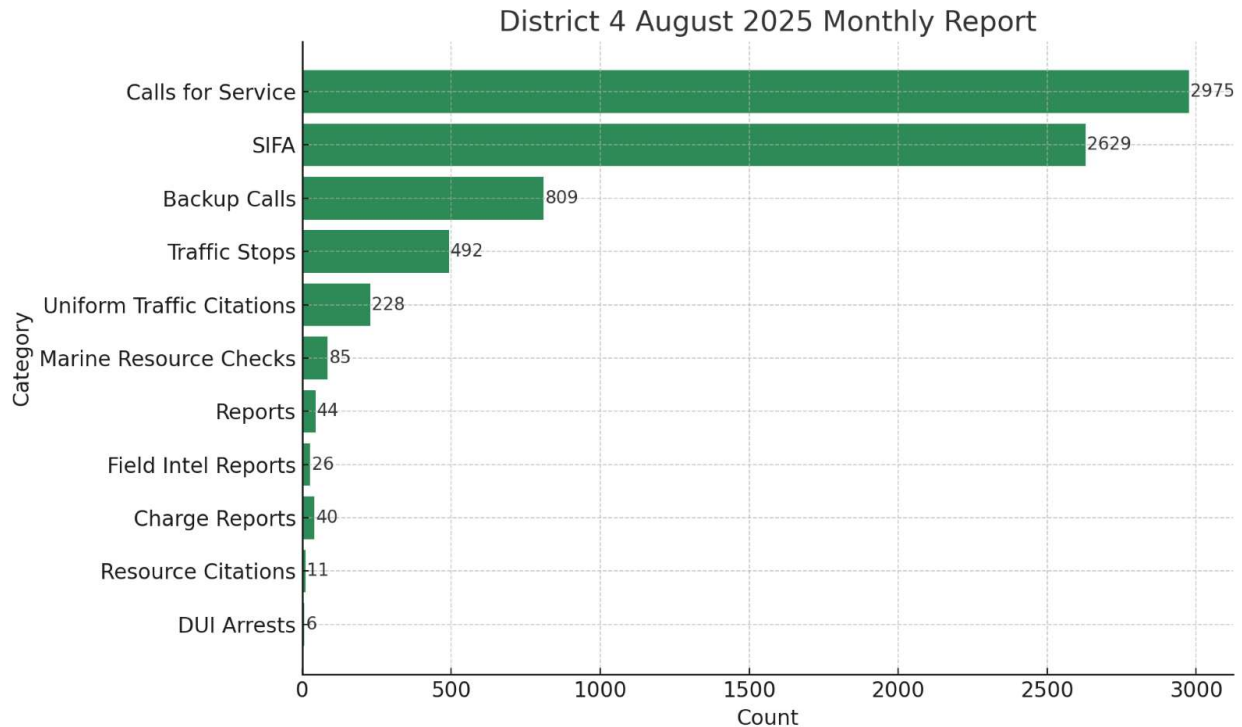
Thank You,

Lieutenant Benjamin Elmore

Station Commander District 4/5 Patrol

Monroe County Sheriff's Office





### **Crime/Arrest Report:**

MCSO25OFF005613: Resource violation: Dorgis Lugones and Daily Fernandez arrested for trap robbing and evidence tampering after being caught in the act of robbing lobster traps. Dep. W. Guerra and Dep. L. Guiardinu

MCSO25OFF05647: Battery on law enforcement. Victoriano Pallencia arrested for battery on a U.S. Border Patrol Officer. Sgt. J. Slough

MCSO25OFF005613: Resource violation. Juan Fabelo arrested for numerous undersize / over the limit snapper. Dep. L. Guiardinu

MCSO25OFF005934: Child Neglect-Subject of a BOLO located, two children in vehicle in squalor conditions with no car seats. Eduardo Lagola and Claudia Fuentes arrested for child neglect, DCF notified and responded. Dep. E. Del Cueto

MCSO25OFF005753: Indecent exposure: Vincent Crews and Sharon Czaplinsky arrested for having sex in public. Dep. Casanova

MCSO25OFF005781: Traffic stop: Giamperlo Collu arrested for super speeder violation (97mph in 45 zone) and DUI. Dep. K. McGraw

## Training:



DUI Training



Quick Litter Training



Tourniquet Self-Application Training





## Community Involvement:



National Night Out was a success!



Members attended Hawk's Cay's Heroes 5k / Touch-a-Truck!



Deputies assisting motorists with changing tires!



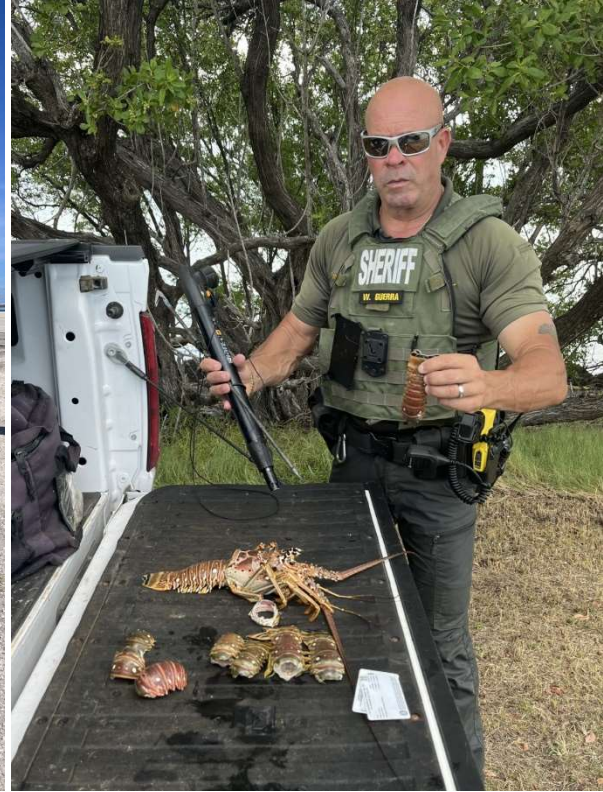


Assisting with repairing a bike and showing kids patrol cars!



(Left) Picking up trash / (Right) This loose dog was caught and turned over to SPCA until it could be reunited with its owner





Lobster Violations



Trap Robbing Case



Heroes 5k / Touch-A-Truck

**MEMORANDUM  
Grants Department**



**MEETING DATE:** October 14, 2025  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Maria Covelli, Grants Coordinator  
**THROUGH:** George Garrett, City Manager  
**SUBJECT:** **Grants Report**

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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**

**RECEIVED - Tourist Development Council FY26 Capital Improvement Projects**  
**Projects will begin after turn of FY (October 1, 2025)**

**Wtg on Agreements from TDC**

- Upgrades to Oceanfront Dog Park (\$99,500)
- Sombrero Beach Renourishment (\$200,000 for Phase I)
- Multi-Year Beach Cleaning Grant (\$154,333 a year for 3 years)
- Concession Stand/Restroom Comm Park East Side (\$300,114)
- Rebranding (repainting) at Community Park (\$24,040 for Tower and Restroom Bldg)

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

- **Requesting a one year extension from Commerce due to delays in materials.**
- Had site visits at all plants with Dept. of Commerce Representatives to review project progression.
- Mobilization and active construction began on Power Conditioning & Surge Protection project – construction at 98%.
- 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.

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

- **Released Addendum to Bidders**
- Bid Docs in Process
- Received fully executed grant agreement
  - Project going out to bid
- Bicycle and Pedestrian Master Plan
  - Presented project at FDOT Dist. meeting.

City Council September 2025  
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Grants Update  
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***Hazard Mitigation Grant Generators – DEM (\$370,260.75) – completion date 03/31/2025***

- Completing Close-Out Documentation at this time.
- 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)***

- Submitted Management Plan and required docs for review to FCT
- Working to update Management Plan and ensure all documents have been received by FCT
- 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.

***TDC FY25 Bricks and Mortar – Capital***

- ***Information and Security Station at Sombrero Beach (\$150,000)***
- Had precon meeting with Pedro Falcon – working on permit and planning for staging.
- Pedro Falcon came in with lowest bid
  - Going out to bid
  - Received extension approval for completion to 9/2026.
  - 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)***
  - Awarded to LPS
    - Permits have been submitted
  - Received lease for bay bottom
  - Out to bid
  - Completing Tourist Impact Study as required by grant contract.
  - Received extension approval for completion to 9/2026.
  - Coordinating with TDC for extension to FY26 for completion
    - On DAC III agenda for April
  - Project planning in process



***FDOT Transportation Alternatives Program – Aviation Lighting Sombbrero 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 Sombbrero 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
  - Contractor attended Food Truck Jamboree to get input from community
- 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

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

- Requested and received funding extension from the state.
- Boat has been chosen, and purchased/build is in process/hull number assigned.
- Fire/Rescue is checking out different boats.
- Purchase of Rescue Boat with Fire Capabilities

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

- Raise 92<sup>nd</sup> Street Phase I – Design and Engineering
  - Survey is complete and being reviewed and Engineer will begin design shortly.
  - Returned signed grant contract
  - Received grant contract, under internal review
  - Received grant for design and engineering
  - Awaiting the grant contract

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

- FDOT is reviewing the 90% plans
- Design is being completed
- Site Visits
- Contractor agreement signed and info sent to FDOT

**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

**RECEIVED AWARD Boating Improvement Funds – Channel Signage at 7 Mile Marina (\$40k)**

Channel Markers and Buoys for 7-Mile Marina Channels

- Working design and permitting

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

- Pre-Contract meeting being scheduled to review contract, SOW, and project details.
- Award letter received
- Submitted full application
- Scheduled in Statewide Plan for Year 1

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

- Scheduled in Statewide Plan for Year 2
- Will be reapplying for Year 2 funding

**RECEIVING - FDEP Resilient Florida – 92<sup>nd</sup> Street Improvements (\$567,500)**

- Scheduled in Statewide Plan for Year 3
- Will be reapplying for Year 3 funding

**GRANT APPLICATIONS SUBMITTED - Submitted since last meeting – Updates  
Florida Flood Mitigation Assistance (FMA) Program ( \$440,000)**

- Submitted a letter of interest for the mitigation of flooding at Jessie Hobbs Park

**Community Planning Technical Assistance Grant - \$75,000**

- Project titled Building Allocation, Livability, Affordability, Neighborhood, Code Evaluation Plan (BALANCE Plan)

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

- Raise 92<sup>nd</sup> 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

City Council September 2025  
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Page 4 of 6

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

- RECEIVED FUNDING FOR PHASE I – DESIGN AND ENGINEERING
- Raising 92<sup>nd</sup> 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

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

- Submitted 1/31/2025

***CDBG Small Cities Grant – Raise Jessie Hobbs Flooding Mitigation – (\$450,000)***

- Submitted
- Received information to apply – due May 2<sup>nd</sup>.
- Requested application and information

***SAFER Grant – \$3M – Opening 5/22 - 7/3***

- FEMA Funds has halted preparedness grants, this is why I believe they haven't announced yet: <https://www.firerescue1.com/fema/fema-freezes-300m-preparedness-grants-orders-population-recount>
- Awards have not yet been announced
- Submitted 7/1/2023
- 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.

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

- FEMA Funds has halted preparedness grants, this is why I believe they haven't announced yet: <https://www.firerescue1.com/fema/fema-freezes-300m-preparedness-grants-orders-population-recount>
- 
- Awards have not yet been announced
- 30 new radios and accessories

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

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

**GRANT APPLICATIONS IN PROCESS - New since last meeting**

***Florida Recreational Trails Program – next cycle TBA (usually 1<sup>st</sup> 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

City Council September 2025  
Submitted 10/7/2025  
Grants Update  
Page 5 of 6

**COMPLETED GRANTS - *New since last meeting***

**COMPLETED AND FULLY INVOICED - TDC FY 2023 Capital Funding**

- Beach Raking and Maintenance (Coco Plum & Sombrero) (\$203,050) – *completion date 9/30/2025*
  - Received fully executed agreement.
  - Work underway.

**GRANTS NOT RECEIVED *New since last meeting***

***Did not receive – scheduling a review meeting with them for next round***

***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)

**CANCELLED GRANTS *New since last meeting***



CITY OF MARATHON  
**PUBLIC WORKS**

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

MEMORANDUM

DATE: October 14, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Carlos A. Solis, P.E. Director of Public Works & Engineering  
Paul Bartnk, Public Works Manager

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**

- **117th Street, 116th Street & 112<sup>th</sup> Street Bridge Replacement:** The 90% plans are near completion and will be submitted to FDOT in the coming month. We have come to a resolution on the historic Preservation work after several meetings with our consultant and FDOT, and will bring a Resolution to Council for a contract amendment. We have requested additional funding from FDOT to cover these additional costs, and are waiting for a response. 30% plans for the other two bridges are expected to be submitted to FDOT within the month. Construction for 117<sup>th</sup> Street is expected to begin in May, followed by the other two bridges in the summer of 2026.
- **Quay Property Re-Development:** The project is ready to be bid, and will be let this week. We expect to bring the resolution for recommendation of award at the December meeting.
- **Sombrero Beach Information/Security:** The Contract has been awarded, and building permit application are being submitted for approval. We are awaiting the appraisal for the building to cost to determine if the improvements exceed the 50% rule, and eliminate the requirement to floodproof both the new addition and the existing building, providing for an approximately \$28,000 savings. We are expecting to begin construction before the end of the year. The work is not anticipated to disrupt the use of the beach.
- **City Hall Modification:** modified plans have been submitted to the building department and we expect to begin work within the next two weeks. The



modifications to the offices is expected to be complete by the end of the year, immediately followed by the improvements to the lobby area.

- **Seven Mile Marina Docks:** The State took the entire 45 days of review, and we were issued the building permit, by default, on October 3<sup>rd</sup>. The contractor has mobilized and beginning the work. The fire department requested that the proposed boat lift for their rescue boat be upgraded to a 16,000 lb. lift instead of the 10,000lb. initially proposed.
- **Seven Mile Marina Re-Development:** The project has not been let out to bid yet, but we anticipate to do so before the end of September. We have provided a few comments back to the architect for plan clarification to minimize any changes and ambiguities on the plans. Upon award of the contract, we plan on extending the electric service to the docks first so that they would be fully operational by the time they are completed.
- **92<sup>nd</sup> Street:** The survey field work is complete, and our consultant has started the design work. We are still seeking additional grant funding to fund as much of the construction cost as possible.
- **Community Park Skate Park:** The permit was cleared by the State, and construction of the site work and skate park features has begun.
- **Community Park Splash Pad:** The Engineering staff has completed the layout for the future splash pad and new restroom building for review and approval by the Parks Department. Once approved, we will proceed with the development of the Splash Pad. We are still working on the feature details to bring the cost down to the budgeted amount.
- **Parks & Rec Maintenance Building:** The metal building has been placed into production, and they are completing the foundation/slab design. We will contract with local contractors to construct the slab. City staff will be relocating utilities in the area and preparing the site for additional savings.
- **US 1 Beautification Project:** The 90% plans have been submitted to FDOT for their approval. Once approved, it will take about two weeks to bring them to 100%. We are anticipating putting the project out to bid in December. The project is partially funded by FDOT, and the balance from the tree fund

## Upcoming Projects:

- **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.
- **Aviation Blvd. Trail Lighting Project:** We have entered into a contract with a firm in our continuous service contracts list for the design of the lights for the Aviation Blvd. Trail. The project construction is funded by a \$959,400 grant from FDOT. The City had budgeted \$60,000 for the design, based on information from FDOT, and we were able to negotiate the contract for \$31,702. Underground conduits and pull boxes are already installed as part of the trail construction project, which will minimize any impact to the area. The project is slated for construction in the summer of 2027.
- **Oceanfront Pickleball Courts:** The Engineering Department has completed the plans for the Pickleball Courts and the project has been put out to bid. We anticipate bringing a recommendation to award at the November meeting.

## General Public Works Issues and updates:

- **Seawall Collapse 2<sup>nd</sup> Ave east of 114<sup>th</sup> St:** We are still working with our coastal consultant on a fee proposal for the design and permitting to repair this area..
- **Building Plan Review:** The Public Works & Engineering department has processed 60 permits reviews for Engineering and Utilities, and 51 total inspections for projects requiring engineering and utilities review and inspections in the month of September.
- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees are as follows.

September Gross Income	\$49,317.70
2025 Gross Income YTD:	\$1,055,301.65

- **Radar Speed Sign:** We have begun installing the permanent speed radar signs. Installation has been completed on Coco Plum Drive and Aviation Dr. In addition, we continue to relocate the portable speed trailer to various areas to help determine where additional permanent signs may be needed.
- **Oceanfront Bike Path Relocation:** We have begun preparations for the installation of the new pickleball courts. To accommodate the courts, a portion of the bike path will be relocated. Public Works crews are currently prepping the area for paving.
- **Invasives Removal:** Public Works staff have begun to remove the invasives encroaching in the dunes at Sombrero Beach. We will be planting additional Sea Oats to fill in the gaps.
- **Coco Plum Beach Shower Replacement:** Public Works staff will begin replacing the current shower and foot wash station at Coco Plum Beach. The existing shower will be removed due to recurring valve issues. The new shower will be identical to the one currently in place at Sombrero Beach. We have received the new shower, and installation is scheduled for the end of October.
- **Sunset Bay Park Grassy Key Kayak Dock Replacement:** We are currently in the process of preparing and submitting permits to install 3 additional pilings, which will provide enhanced structural support against north wind exposure. We are preparing the plans and will process the permits in-house.

## Memorandum

Date: September 30, 2025

To: Honorable Mayor and City Council

From: Scott Williamson, Parks and Recreation Director

Through: George Garrett, City Manager

Subject: Parks and Recreation Monthly Report

**September 2025**

### **Parks and Recreation Report**

#### **PROGRAMS**

- Open Pickleball play continues M-F 8am-1pm
- Adult Basketball and Adult Volleyball continue Monday and Tuesday Evenings at the High School
- Youth club soccer began in late August being run by the Marathon Youth Club
- Start Smart baseball ran 4 weeks and was a fantastic program for 3–5-year-olds
- Cornhole League began on Wednesday nights (Non-City Sponsored)
- Co-Ed Adult Softball Started
- Non-City Sponsored Yoga Events Started back
- Home School PE class started back up on Thursdays with an average of 25 kids per week

#### **EVENTS**

- Saturday Night Movies in the Park started and we averaged 25-35 people per movie
- Trick or Treat at the beach is being planned for Oct 21 at Sombrero

#### **REPAIRS AND IMPROVEMENTS**

- Some upgrades were made to showers at Sombrero to make them ADA compliant
- New shower being planned for Coco Plum
- New basketball rims and goals are being installed at Community Park
- New bulletin boards were installed at Soccer Field and Jesse Hobbs
- Skate Park construction is on going

# Information Technology Department Report



Meeting Date: October 14, 2025

To: Honorable Mayor and City Councilmembers

From: Henry Kokenzie, IT Director

Through: George Garrett, City Manager

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## Department Overview

The IT Department continues to make progress across multiple infrastructure, operational, and modernization initiatives. Efforts this month have focused on improving emergency readiness, optimizing asset tracking, and advancing the City's new website development.

### 1. Starlink Emergency Connectivity

All Starlink satellite units are fully deployed and operational across designated City facilities. The system has been tested for speed, redundancy, and reliability, confirming full readiness for the upcoming Emergency Management mock run. This capability provides enhanced network resilience during potential communication outages, ensuring critical City operations remain online during storm or power-related disruptions.

### 2. IT Asset Inventory and Tracking

The inventory and tracking project continues to move forward using Asset Panda for centralized asset management. Devices across departments—including desktops, laptops, switches, and UPS units—are being logged and verified for accuracy. Barcode labeling and lifecycle tracking are being implemented to improve maintenance scheduling and replacement planning. Once completed, this system will improve accountability, warranty management, and long-term budgeting accuracy.

### 3. New City Website Project

The new City of Marathon website has officially transitioned to the web developer's phase. The IT Department continues to coordinate with Revize to ensure accessibility compliance, improved navigation, and mobile responsiveness. Next steps include departmental content review, final integration of service forms, and security testing before launch. A soft launch is anticipated later this year, pending successful testing and feedback rounds.

### 4. Ongoing and Upcoming Initiatives

**Cybersecurity Enhancements:** Continued monitoring of endpoint protection and phishing defense systems.

**Network Health:** Routine firmware updates and UPS maintenance cycles completed across multiple locations.

**User Support:** Daily helpdesk ticket turnaround times remain consistent, with increased automation being tested for repetitive tasks.

### Summary

The IT Department remains focused on reliability, modernization, and user readiness. With Starlink systems live, asset tracking well underway, and the new website in development, the City's technology infrastructure is positioned for greater efficiency, transparency, and resilience.



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## Memorandum

**To:** Honorable Mayor and City Council Members

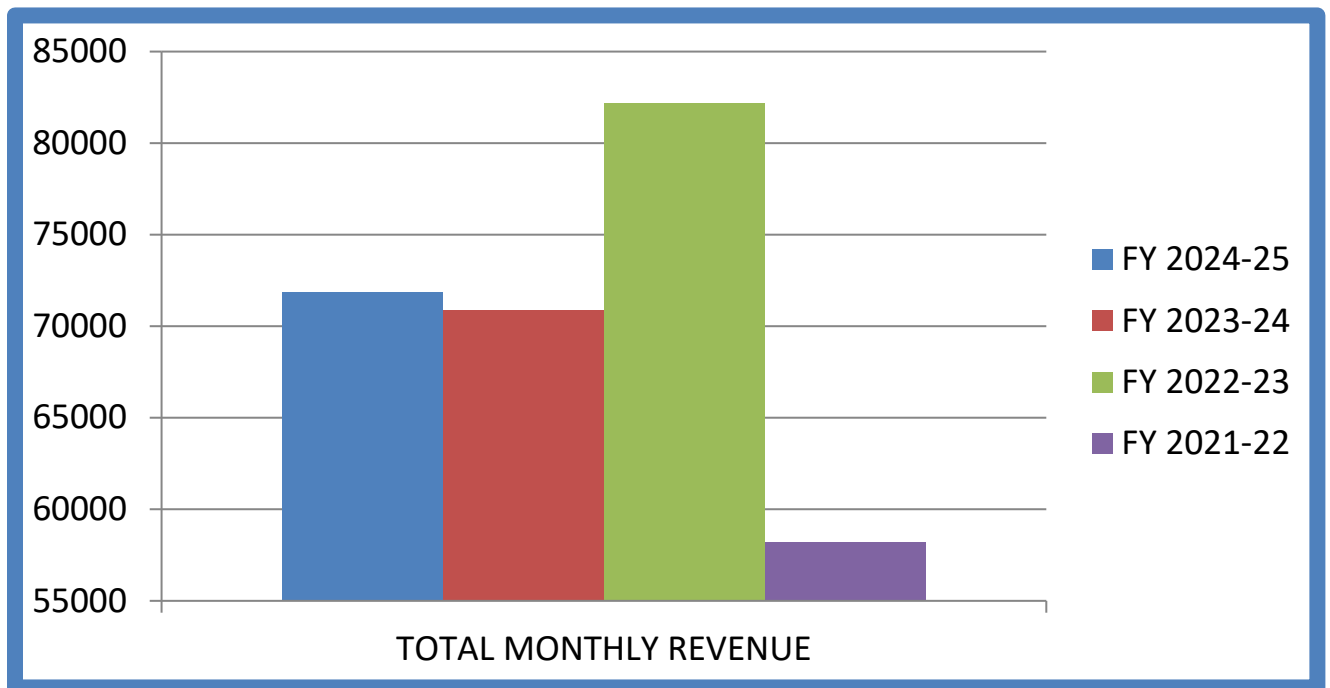
**Through:** George Garrett, City Manager

**From:** Sean Cannon, Ports Director

**Date:** October 14, 2025

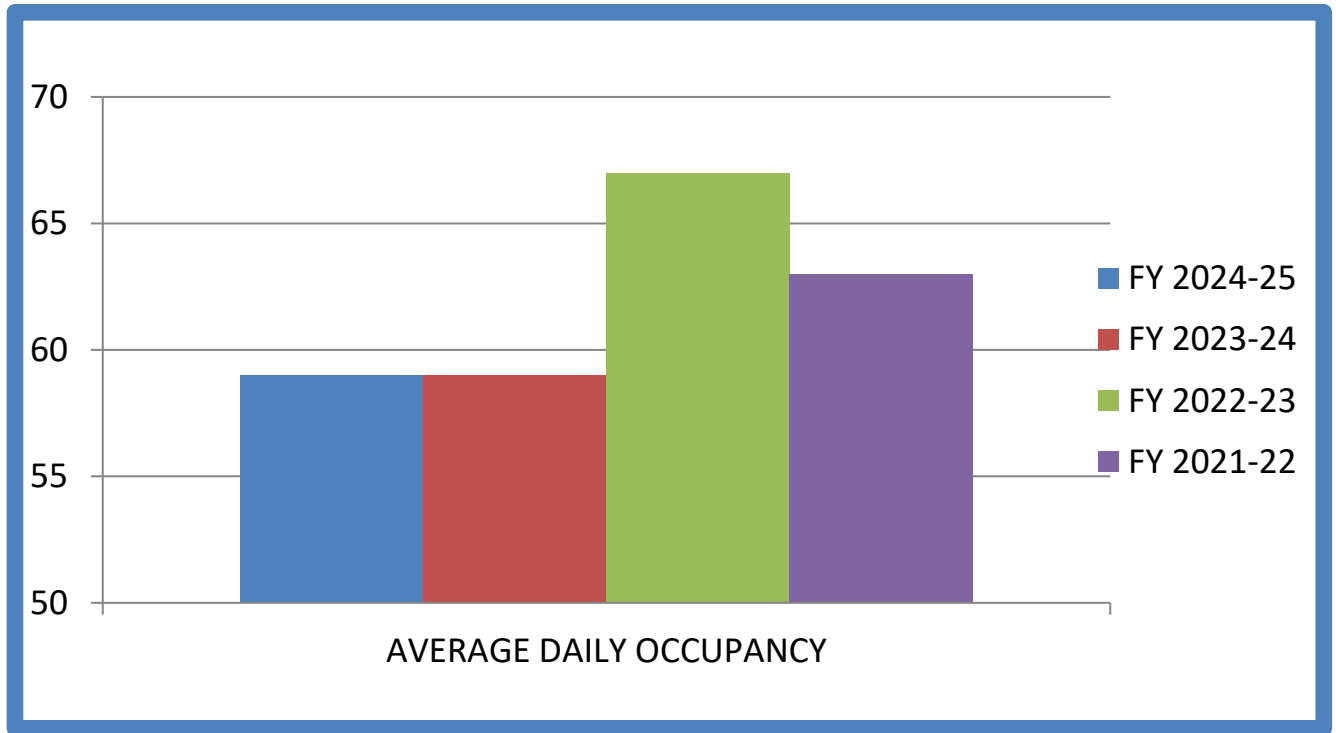
**Re:** September Monthly Report

Revenue: City Marina saw \$71,871 in total revenue for the month as of September.





Occupancy: September's average daily occupancy was 59%



**TOTAL TRANSIENT ARRIVALS:**

**\*IN-STATE VESSELS: 8**

**\*OUT-OF-STATE VESSELS: 5**

**\*FOREIGN VESSELS: 0**

**\*TOTAL VESSELS: 13**



**News:** We held our annual Customer Appreciation Day and it was a big success with many of our customers being very thankful for the event. There were several derelict boats removed from our harbor by FWC.



**Projects:** The mooring inspections was completed and affected systems were repaired as needed. There was no other ongoing projects as we focused on finishing current projects before the end of the fiscal year and in preparation for busy season.





CITY OF  
**MARATHON**, FLORIDA  
Ports Department

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



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## Memorandum

**To:** Honorable Mayor and City Council Members

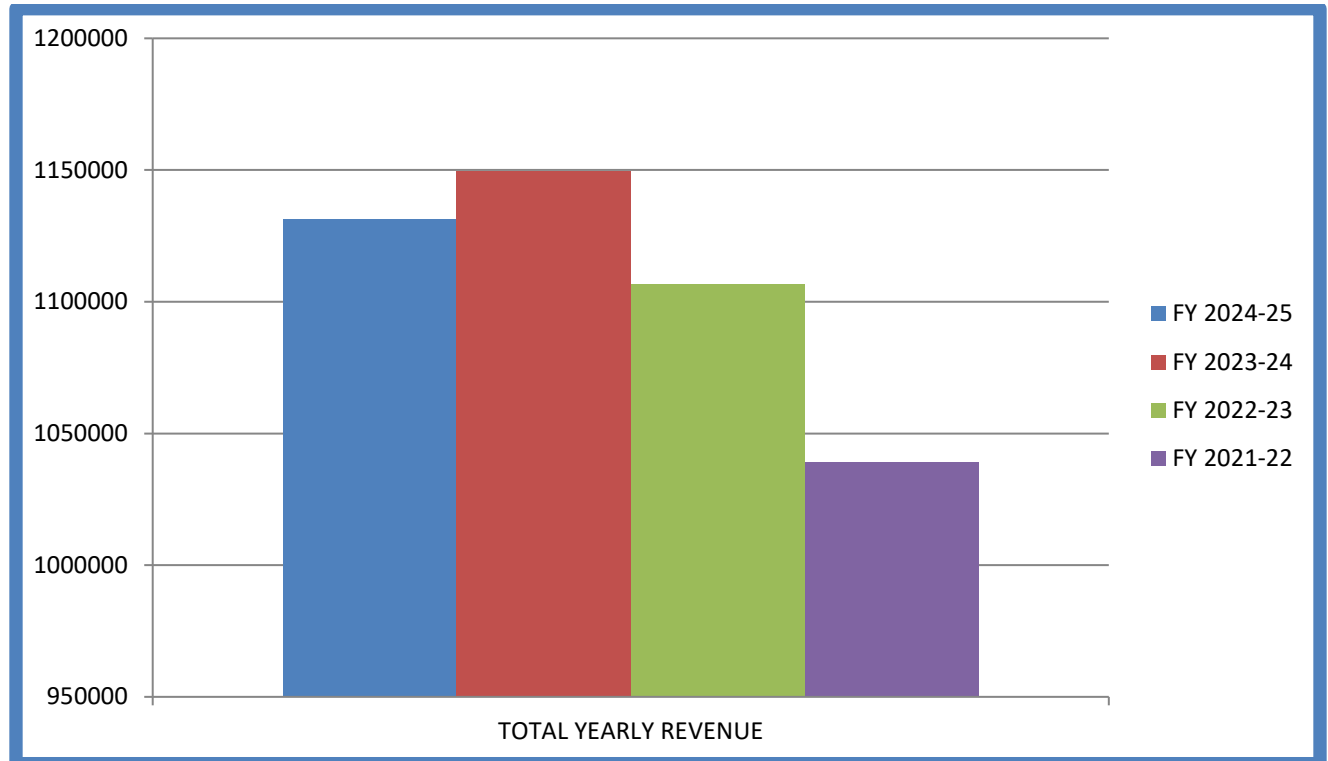
**Through:** George Garrett, City Manager

**From:** Sean Cannon, Ports Director

**Date:** October 14, 2025

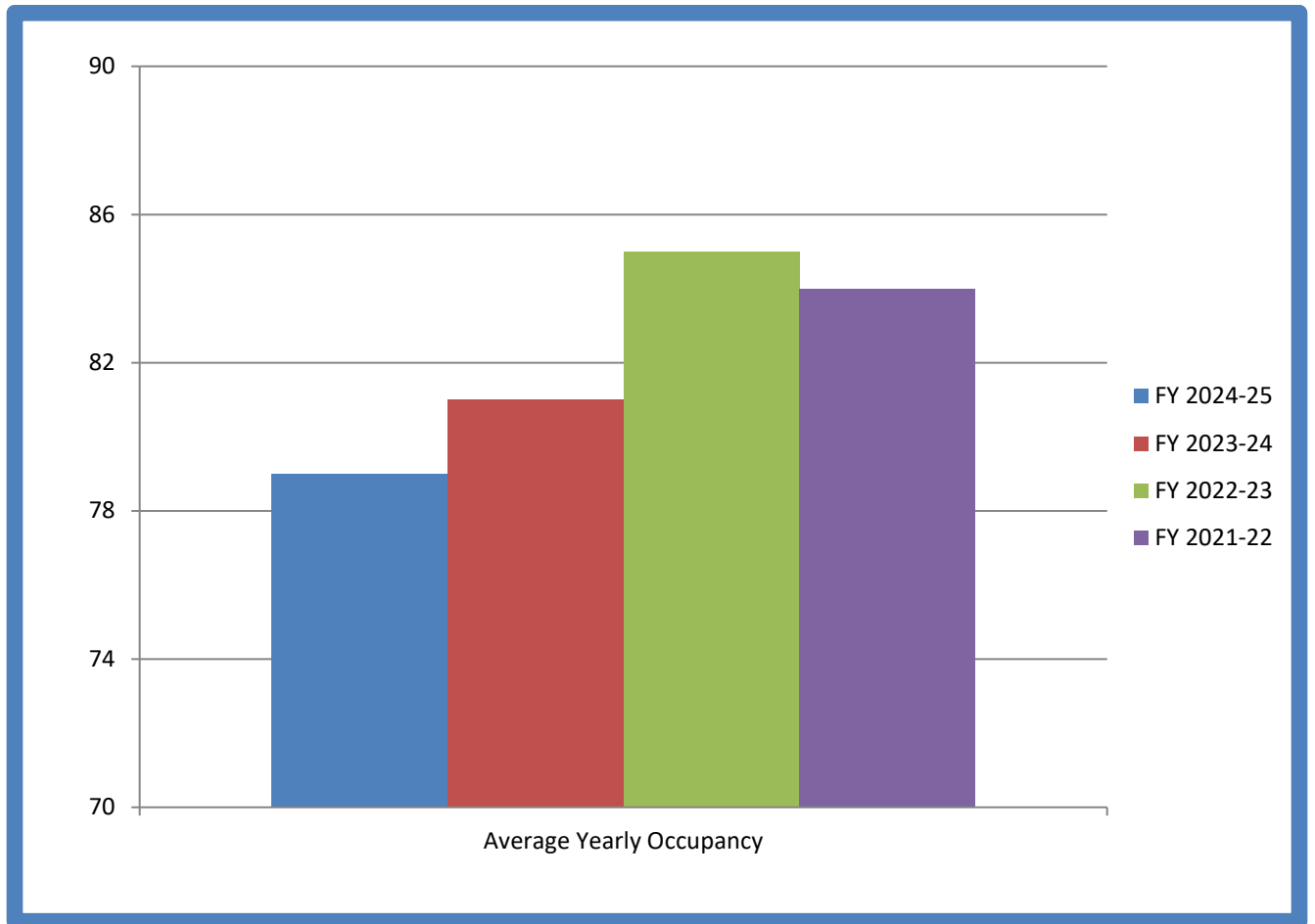
**Re:** FY 2024-2025 Year End Report

Revenue: City Marina saw \$1,131,291 in total revenue during FY 2024-2025. Natural disasters last year had a negative impact on revenue this year.





Occupancy: FY 2024-2025's average occupancy was 79%



### **TOTAL TRANSIENT ARRIVALS FOR FY 2024-2025**

**\*IN-STATE VESSELS: 334**

**\*OUT-OF-STATE VESSELS: 237**

**\*FOREIGN VESSELS: 36**

**\*TOTAL VESSELS: 607**



CITY OF  
**MARATHON**, FLORIDA  
Ports Department

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

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We have had many new transient customers this year. This year we have seen a steady occupancy of no lower than 58%. That's 134 out of 226 moorings that are occupied yearly. Marina staff was overwhelmed with vessels and people this year. Despite the crowded conditions, staff was able to manage the entire harbor's pump outs and keep up with customer demand.

The 2024-25 year earned over a million in revenue for the marina. With the mooring and dinghy dock customers and including our CVA grant award, the marina grossed \$1,157,943. Staff is working to create a comprehensive C.I.P. for the future, with the help of some grants, which will include the replacement of the sea wall, a new dumpster enclosure, and new roof and gutters for the marina building.

Maintenance and repairs continue on the buildings, property, equipment, and mooring field and will go on throughout the next few months. The mooring field was inspected and are being repaired as needed, with some only requiring a new pickup line, and others needing several components replaced. The bath house and laundry room had its yearly preventative maintenance and all necessary repairs were completed. The docks and ramps were repaired and repainted with non-skid paint. New sewer pumps were installed to replace the old outdated pumps. Our biggest project of the year was having the bumpout wall removed and installed a replacement flush wall. The first step of getting our seawall replaced. There were also several derelict boats removed from our harbor by FWC.

The timing of necessary repairs with anticipated revenue looks to be coordinating well. Customers continue to be pleased with the service and atmosphere of the marina and its staff as well as the improvements being made around the marina. City Marina intends on maintaining the successful programs we have while constantly seeking ways to improve our efficiency and reduce our expenses in the years to come.

## CITY OF MARATHON

### Memorandum



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**Meeting Date:** October 14, 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

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#### **September 2025 Activity:**

Complaint Investigations	72
New Code Cases	23
Code Cases Closed	18
September Hearing – cases	15
October Hearing - cases	11
Trash Service Violations	12
Trash Violation/Other Citations	1
Stop Work Orders Posted	7
Vacation Rental Violations	15

Seventy-two new code complaints/possible violations were investigated, 23 new code cases were opened, and 18 code cases were closed.

Fifteen cases were scheduled for the September Code Compliance Hearing. One case was withdrawn due to foreclosure, 4 cases were continued to the October hearing, 5 cases were resolved through settlement agreements, and the remaining 5 were found in violation. The next code hearing is scheduled for Thursday, October 16, 2025, at 2:00 P.M. at Marathon City Hall Council Chambers, 9805 Overseas Highway, Marathon, FL. Eleven cases have been notified for the hearing.

#### **Code Responses & Permit Reviews: 410 and 86**

In September, staff responded to 410 code follow-up actions and inquiries received by telephone, email, online, or in-person. Staff also conducted 86 permit reviews.

# SEPTEMBER '25 BREAKDOWN

PERMITS READY FOR PAYMENT: 87 / \$592,886

AVERAGE TURN FOR MONTH: 12 days

ACTIVE PERMITS: 1219

CO'S ISSUED MONTH: 4 Residential

REPLACEMENTS: 4

BPAS: 0

AFFORDABLE/EARLY EVAC BPAS: 0

TBR HOMES: 0

REQ'S FOR PRIVATE PROVIDER: 28

PERMITS SUBMITTED THIS MONTH: 77

PERMITS ISSUED THIS MONTH: 85

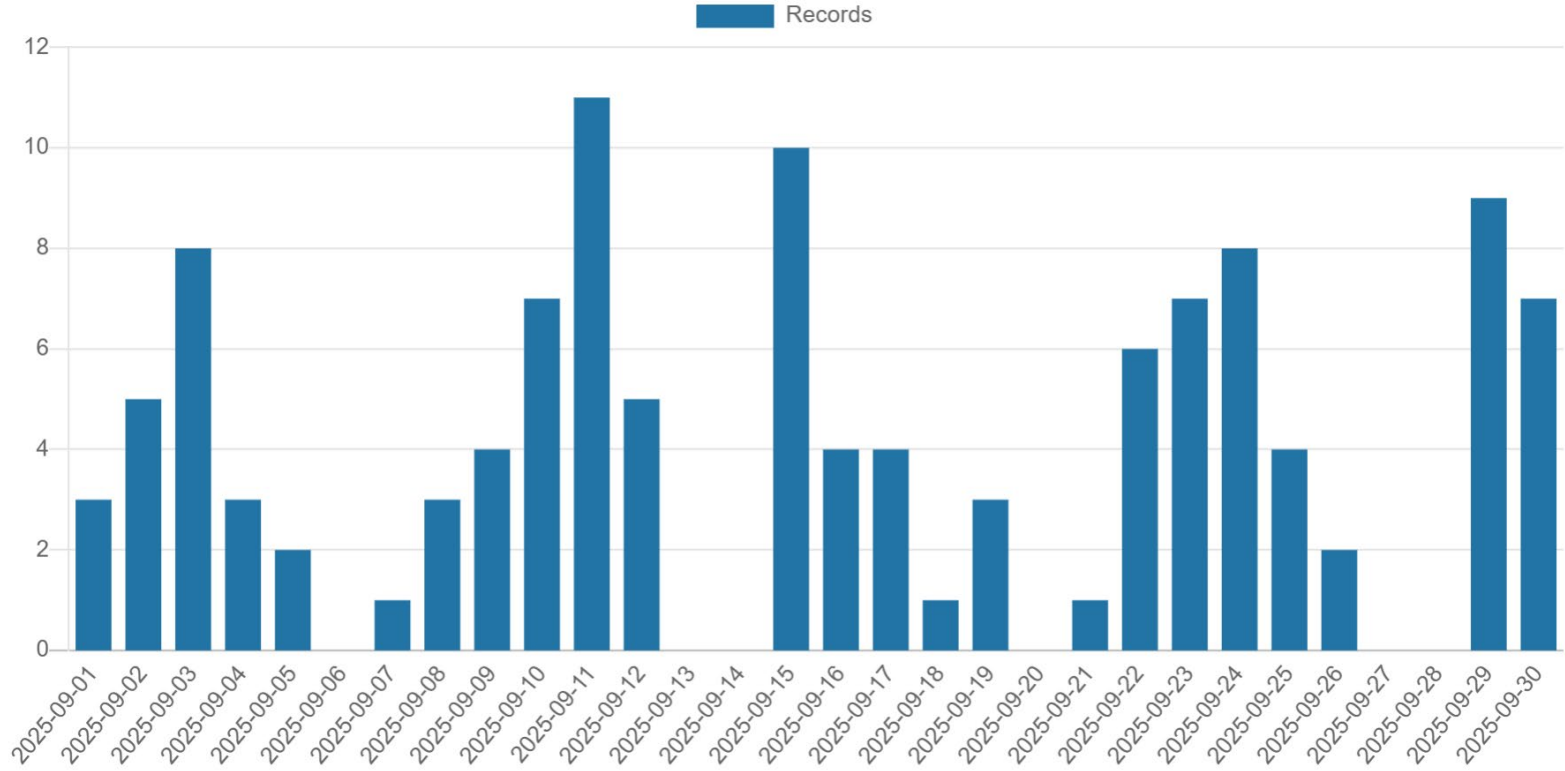
CONTRACTOR REGISTRATIONS: 40 \*

\*Renewals for Tax receipts expired 9-30

NOTIFICATIONS FOR INFO SENT: 68

RESPONSES FROM NOTICES SENT: 4

Records submitted over time



## Totals



118

Records Created



716

Inspections Done



\$179,234.34

Revenue Collected



112

Permits Issued



## CITY OF MARATHON FIRE RESCUE

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

### Memorandum

**Date:** 10/1/2025  
**To:** Honorable Mayor and City Council members  
**From:** James E. Muro, Fire Chief  
**Through:** George Garrett, City Manager  
**Subject:** September Month End Report

MARATHON RESPONSES	September
Fire Incidents	1
Hazardous Condition	2
Public Service	32
False Alarm Fire	16
Good Intent Call	17
EMS	135
Inter-facility Transfers	44
Total for Month:	204
Total Calls for Calendar 2025:	2021

FIRE PREVENTION – Chief Muro and AFM Card	September
Fire Inspections	17
Fire Safety Plan Review	41
Occupational or Annual License Inspections	7
Event Inspections	0
Annual State Inspections	0
DHR Follow-Up Inspections	0

KCB RESPONSES	September
Fire Incidents	0
Hazardous Condition	1
Public Service	0
False Alarm Fire	2
Good Intent Call	0
EMS	5
Total for Month:	8
Total Calls for Calendar 2025:	106

VACATION RENTALS	September
Total Applications Processed	105
Vacation Rental Inspections	90
Total VR Fees Collected	\$119,575.00
Agent/Local Contacts Trained	89
Total VR Licenses Issued	87

## **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. This includes medication changes and process review. Our Department also started a completed inventory system for tracking firefighting "bunker gear" for expiration for OSHA compliance reasons. We also started a systematic review of training records in anticipation of the ISO "insurance safety officers" inspection. We also rolled out a "refresh" of the KNOX box program which permits access and tracks the access keys to be employee when on emergency calls.

**EMS/Fire Training-** Marathon Fire Rescue continued with completion of the requisites RQI testing for this month for response and fire prevention tea, this counts toward each members Paramedic recertification CPR requirements. This platform allows seamless skills refreshment using a simulator allowing practical skills. We sent two members to the Pediatric EMS symposium in Fort Lauderdale allowing those members to come back and train our members on the newest techniques and adjuncts. We completed the technology portion to allow training between stations using a camera conferencing system. We formally welcomed 7 area Department members into our Marathon Fire/Southeast Medical Academy paramedic program for their final semester, allowing them to be ready to serve their departments with Paramedic certification. We have another Paramedic and EMT class starting on August 27th, which will help Monroe County by providing the necessary skilled employees for the fire service regardless of jurisdiction.

**Combined Training-** Vector Solutions is our vendor who provides and archives our online classes that our members take to ensure compliance and training. We had members take classes and training modules and completed 90.60 in training hours. We also had a planning session with the Aquaduct Authority related to hydrant placement and future areas of compliance for fire protection.

**Community Outreach/Recognition in September-** trained another 10 City employees with the CPR program, allowing them to utilize the RQI program to remain proficient and perpetually certified. We also finalized the procurement of the Star Link satellite system for City Hall that would be used during Emergency events allowing data, voice and computer connectivity.

### **BENEVOLENT FIREFIGHTER SERVICES**

ADD REPORT HERE

### **ACTIVITIES ATTENDED IN SEPTEMBER:**

ADD ACTIVITIES HERE





## COUNCIL AGENDA STATEMENT

Meeting Date: October 14, 2025

To: Honorable Mayor and Council Members

From: Brian Shea, Planning Director

Through: George Garrett, City Manager

Agenda Item: **Ordinance 2025-06**, Amending The City's Land Development Regulations, Chapter 104, "Specific Use Regulations," Article 1, "General Provisions," Section 104.64, "Waterfront Walkways And Docks"; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

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### **RECOMMENDATION:**

Staff recommends APPROVAL.

**APPLICANT:** City of Marathon

### **REQUEST:**

To amend the Land Development Regulations to allow for covered fish cleaning tables.

### **Purpose of Proposed Amendment:**

To modify the Land Development Regulations that require that fish cleaning tables to be uncovered and less than 4' tall.

Particularly, the City is requesting to change, Chapter 104, Article 1, Section 104.6451.1 "Waterfront Walkways And Docks" to add additional language to allow for covered fish cleaning tables.

### **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 requested staff to review the code requirements to address the ability to have covered fish cleaning tables.

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

Policy 4-1.4.10 entitled Accessory Structure Shoreline Setbacks allows for fish cleaning tables to be within the shoreline setbacks. Policy 4-1.11.4 entitled Regulate Docks references that design criteria be incorporated into the Land Development regulations.

**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 amendments further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan. It provides specific criteria to dock uses within the special use section of the code.

**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.

**Sponsored By:** Garrett  
**Planning Commission Public Hearing Date:** August 18, 2025  
**City Council Public Hearing Date:** September 9, 2025  
October 14, 2025  
**Enactment Date:** **October 14, 2025**

**CITY OF MARATHON, FLORIDA  
ORDINANCE 2025-06**

**AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS, CHAPTER 104, "SPECIFIC USE REGULATIONS," ARTICLE 1, "GENERAL PROVISIONS," SECTION 104.64, "WATERFRONT WALKWAYS AND DOCKS:"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE AFTER FINAL ADOPTION BY THE CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

**WHEREAS**, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations corresponding to a similar amendment to the City's Comprehensive Plan in order to reflect changing conditions, pursuant to Sections 163.3191 and 163.3178(2)(f) Florida Statute.; and

**WHEREAS**, this Ordinance had a hearing before the Planning Commission on August 18, 2025 and a first hearing before the City Council on September 9, 2025 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public, supporting the public health, safety, and welfare. The Ordinance was noticed for a second hearing on October 14, 2025 at which time, the Ordinance was passed unanimously, and

**WHEREAS**, the Ordinance was heard on October 14, 2025, passing on that date,

**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.** Amend the Land Development Regulations, Chapter 104, "Specific Use Regulations," Article 1, "General Provisions," Section 104.64 Entitle "Waterfront Walkways and Docks" as attached in Exhibit A.

**SECTION 3.** 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, and 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 4.** The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

**SECTION 5.** This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>TH</sup> DAY OF OCTOBER, 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**Lynn Landry, Mayor**

AYES:

NOES:

ABSENT:

ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

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

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Steven T. Williams, City Attorney

<sup>1</sup>Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

[Sec 104.64] Waterfront Walkways And Docks

It is the intent of the Council to protect and enhance the City's bodies of water so that the public may continue to enjoy the traditional recreational uses of those waters such as swimming, boating, and fishing. These uses may be allowed pursuant to Table 103.15.1, subject to the following conditions:

- A. *Water Access Structures.* Water access structures such as walkways and observation platforms, not intended for use as a docking facility, are permitted as an accessory use as limited or conditional uses in all zoning districts, subject to the limitations of Article 4, Chapter 106 and the following standards. If the water access structure is part of a larger project required to undergo conditional use approval then the water access structure shall be included in the conditional use review.
1. Walkways and access ways landward of mean high water, located in habitat types other than those listed in Subsection 2. below, and that serve nonresidential uses or residential uses of more than three (3) dwelling units shall be no greater than eight (8) feet in width, Such walkways that serve all other uses shall not exceed five (5) feet in width.
  2. Except as provided herein, all structures extending over mangrove, wetlands, or submerged lands shall be pile supported and not exceed four (4) feet in width, but may be up to eight (8) feet wide for structures whose purpose serves an educational and/or research function and which is intended to provide for ADA compliance access.
  3. All structures shall be approximately perpendicular to the shoreline. Through the Special Approval process the City may permit a nonperpendicular walkway.
  4. Such structures shall not be used for docking purposes and shall bear signage indicating "No Mooring of Motorized Vessels".
  5. All structures shall be designed to terminate in water no deeper than six (6) inches at MLW or begin the terminal platform no further than ten (10) feet beyond the waterward extent of mangroves.
  6. All structures shall be designed so that the top of the decking, including the terminal platform, must be elevated at least five (5) feet above MHW, except for a ladder or steps that may be added for swimming access only in the absence of seagrasses or hardbottom communities.

7. Where a terminal platform is proposed, such platform shall not exceed 160 square feet, inclusive of any steps or ladder. The terminal platform may include a non-enclosed gazebo that does not exceed 100 square feet in area and the highest portion of the roof shall be no more than 12 feet above the decking or terminal platform level. The terminal platform shall be designed and built in such a manner as to deter or restrict the structure for boating use. Such requirements may include, but are not limited to, double railing, no lower landings, ladders, superelevated decks and signage, etc.

B. *Docking Facilities.* The intent of this section is to address the design and construction of docking facilities extending from land located at or landward of the mean low water (MLW) line. Docking facilities not meeting the definition of a marina are permitted as of right as an accessory use in all zoning districts. Docking facilities meeting the definition of a marina may be allowed as specified in Table 103.14.1, subject to the following criteria:

1. *Generally.*

- a. The City, based on the location of natural resources, encourages, and may require, the use of a single mooring facility at apartments, condominiums, zero lot line attached units, and cooperative apartments.
- b. Docking facilities are allowed in all zoning districts. Type of use (principal or accessory), approval process, use restrictions and other standards shall be consistent with the zoning and/or lawful existing use of the applicable adjacent upland riparian property that is the subject of the application for development approval.
- c. No more than one (1) dock structure can be constructed per single-family residential property under common ownership, provided it complies with the other sections of this article and the provisions of Laws of Florida ch. 311.82(1955).
- d. Docks for the joint use of adjacent waterfront property owners may be centered on the extended common property line without being in variance to the setback requirements.
- e. Boat lifts shall not be permitted where the installation of such lifts can reasonably be expected to have an adverse



impact on the natural resources in the immediate vicinity of the installation.

- f. No building shall be permitted to be constructed over any wetland or submerged waters. Covered boat lifts without side walls may be permitted.
- g. Multi-family and commercial docks abutting adjacent waterfront single-family residential property must be set back a minimum of 20 feet from the adjacent waterfront residential property line and riparian line. This requirement may be waived by the Director provided that signed statements of no objection from the affected property owners have been submitted.
- h. The permitted structure over water shall not substantially interfere with the riparian rights of other property owners nor substantially obstruct a navigable channel or the navigation rights of other property owners.
- i. Except as provided below, no building, equipment, facility or any other type of structure shall be erected, placed, located, or maintained on a dock that extends above the walking surface of the dock:
  - (1) Pilings, subject to a maximum height limit of eight and one-half (8 1/2) feet above the highest walking surface of the dock when a piling is attached to a boat dock, in all other cases the maximum height limit for a piling shall be eleven and one-half (11 1/2) feet above the mean high water line.
  - (2) Benches, guard rails, ~~fish cleaning tables~~, ladders and equipment lockers which do not exceed a height of four (4) feet above the walking surface of the dock upon which such structures are placed or erected.
  - (3) Boat lifts adjacent to a boat dock or seawall. No part of the boat lift structure, except boat guides, shall exceed a height of ~~five~~ eight (58) feet, measured from the highest walking surface of the dock or seawall cap.

- (4) Pile-mounted davits which do not exceed a height of eight and one-half (8 1/2) feet, measured from the highest walking surface of the dock.
  - (5) Covered boat lifts over submerged bottoms containing areas of protected living marine resources are prohibited. The maximum height of a covered boat lift is twenty (20) feet above mean high water, as measured from mean high water to the highest point of the covered boat lift.
  - (6) Fish cleaning tables, whether covered or uncovered, which do not exceed a height of eight (8) feet above the highest walking surface of the dock upon which such structures are placed or erected. Only one (1) fish cleaning table shall be allowed per slip. The maximum length of a fish cleaning table shall be nine and a half (9.5) feet.
- 2. *Protect Living Marine Resources.* Docking facilities shall not terminate over submerged lands which are vegetated with sea grasses or hard bottom communities, except as may be permitted by the FDEP and ACOE. The dock may be lengthened beyond the below minimum water depth standards only enough to allow the terminal platform to not be located over protected living marine resources, subject to the maximum length standards of this section.
  - 3. *Minimum Water Depth.* Except as otherwise provided within this Ordinance, the siting of docking facilities shall require minimum minus four (-4) feet mean low water (MLW) depth at the terminal end. Where adequate depth at the terminal end of the dock is not available, the dock may be lengthened only enough to allow the centerline of an average width vessel to lie in four (4) feet of water at MLW, subject to the maximum length standards of this section.
  - 4. *Access to Open Water.* The docking facility must have continuous access to open water at depths of minus four (-4) feet or greater over a channel width of 20 feet, or access to open water via a marked, Federal and State approved navigation channel. For the purposes of this requirement, "open water" means the portion of the Straits of Florida, Florida Bay, the Gulf of Mexico or the Atlantic Ocean, which consists of an uninterrupted expanse of water deeper than four (4) feet at MLW and continuous access

means a natural passage or an existing man-made channel no shallower than four (4) feet at MLW and no narrower than 20 feet.

5. *Maximum Length and Maintenance of Navigational Access.*

- a. The permitted length of docks shall be commensurate with the shoreline width of the land parcel at which the dock is located subject to a maximum length of 100 feet waterward from the mean low water line.
- b. The length of docks shall not exceed ten (10%) percent of the width of the water body as measured laterally across the water body from the mean low water line at the proposed dock location to the mean low water line on the opposite shoreline. Where the minimum water depth pursuant to Subsections 3. and 4. of this section cannot be reached, the dock may be lengthened only enough to allow the centerline of the vessel to be located at the required water depth.
- c. Notwithstanding any other part of this section, in no case shall a dock or mooring structure together with a moored vessel preempt more than 25 percent of the navigable portion of a water body thereby creating a significant navigational obstruction.

6. *Dock Orientation and Design.*

- a. All docks shall be approximately perpendicular to the shoreline. Through the Special Approval process the City may permit a nonperpendicular walkway where perpendicular designs are not feasible. Any existing bulkhead or bulkhead approved pursuant to Section 106.36 of Chapter 106 may be improved as a parallel dock by attaching a cantilever or pile-supported extension as needed to reach required water depths and comply with all other standards of this article. Any parallel structure shall not exceed eight (8) feet in width.
- b. Where a continuous mangrove fringe exists along the shoreline, a dock with a walkway perpendicular to the shoreline such as "T" or "L" dock may be permitted. Such structures shall be located to provide access through an existing break or existing trimmed area in the mangrove fringe

or native shoreline vegetation; however, if no such break exists, a walkway, no more than four (4) feet in width, may be cut through the mangrove fringe or native shoreline vegetation. The terminal platform or shore-parallel end of such a "T" or "L" dock must be located entirely outside the mangrove fringe if navigational standards can be met. If they cannot be met, the terminal platform is restricted to 160 square feet in size and no wider than eight (8) feet and the design shall minimize mangrove trimming or removal.

- c. Pier type docks may be permitted provided that:
  - (1) Such structures are oriented approximately perpendicular to the shoreline;
  - (2) Such structures are located in an existing break in the mangroves or shoreline vegetation; however, if no such break exists, a walkway, no more than four (4) feet in width, may be cut through the mangroves or shoreline vegetation;
  - (3) If proposed, the terminal platform is no wider than eight (8) feet in dimension and does not exceed a total of 160 square feet in area. The terminal platform may include stairways for swimming access provided that all stairways are contained within the square footage allowed for the terminal platform;
  - (4) Any docking portions extending over water no shallower than four (4) feet at MLW may be supported by floats.

#### 7. *Lighting.*

- a. No dusk to dawn lights are allowed. All dock facility lighting must be able to switch off or on by motion detector, or be activated by a three-way switch.
- b. Lights limited to one (1) on the terminal platform and one (1) on the landward end of the dock or pier, and one (1) every 100 feet between the terminal platform and the landward end of the dock, except where a hardship exists.

- c. All lights must be downward directed and have adequate shielding to prevent light trespass and minimize light pollution from light scatter.
  - d. The type and location of lighting fixtures must be included on the diagram of the dock or pier and submitted with permit application.
  - e. All docks shall have amber colored night time reflectors set at a minimum of one (1) at each side in the middle and one (1) at each side of the terminal end.
  - f. Lighting shall not exceed a height of six (6) feet, measured from the highest walking surface of the dock for the Protection of Sea Turtles.
8. *Navigation Hazard Reductions.* All docks with boat lifts, davits or similar lifting mechanisms shall provide cleats, rings, or similar features that can be used to tie down the vessel when it is out of the water in order to stabilize the vessel during high wind.
- a. *Other Agency Permits Required.* All applicable federal, state and water management district permits are received before the issuance of a building permit.
  - b. *Impact on Natural Systems.* A dock shall not be detrimental to the continued functioning of natural systems, including aquatic vegetation.
  - c. *Removal of Regulated Trees.* Removal of regulated trees, shall comply with Article 2, Trees and Native Vegetation, of Chapter 106, and shall be the minimum necessary to facilitate construction of a dock.
  - d. *Marine Turtle Nesting Area Special Requirements.* No development other than pile supported docks and walkways designed to minimize adverse impacts on marine turtles shall be allowed within 50 feet of any portion of any beach berm complex which is known to be or is potential nesting area for marine turtles.
- (1) The 50-foot setback shall be measured from either the landward toe of the most landward beach berm or from 50

feet landward of MHW, whichever results in the greater setback distance, but the maximum total setback shall be 100 feet from MHW.

- (2) Within known or potential nesting areas for marine turtles, as determined by the City Biologist, the U.S. Fish and Wildlife Service, and/or other appropriate agencies, the City Biologist may, in cooperation with other appropriate agencies, determine that specific segments of shorelines have been previously, lawfully altered to such a degree that suitable nesting habitat for marine turtles is not longer present. In such case, the City Biologist in cooperation with the FDEP may recommend reasonable measures to restore the nesting habitat. If such measure is not feasible, the specific requirements of this subsection do not apply. Restoration of suitable nesting habitat shall be required for unlawfully altered beaches.
  - (3) Any such dock or walkway shall be designed to the following criteria to minimize adverse impacts on marine turtles.
    - (A) The structure shall have a minimum horizontal distance of four (4) feet between pilings or other upright members.
    - (B) The structure shall have a minimum clearance of two (2) feet above grade.
    - (C) If stairs or a ramp with less than the minimum two (2) feet clearance above grade is required, such stairs or ramp shall be enclosed with vertical barriers no more than two (2) inches apart.
    - (D) All outdoor and indoor artificial lighting complies with applicable sections of the City Code, Protection of Sea Turtles.
9. *Special Exceptions and Approvals.* A special approval may be granted for variances to the standards in Subsections 5. and 6. only of this Section subject to the following guidelines and procedures:

a. The City Manager or his designee may approve exceptions to the standards in Subsection B.5. "Maximum Length and Maintenance of Navigational Access" subject to the following limitations and required findings:

- (1) A dock length exceeding the standards in Subsection (e) of this Section may only be approved for the purpose of complying with minimum water depth requirements of Subsection (c) of this Section;
- (2) In no case shall any dock be approved that violates Subsection B.5. of this Section that prohibits significant obstruction of navigational access;
- (3) Exceptions shall not be available for properties on beaches that serve as potential or known marine turtle nesting habitat, including, but not limited to; the oceanfront shoreline of Grassy Key;
- (4) Such special exceptions shall only be granted based on a written determination that, among other criteria, the proposed dock will not be inconsistent with community character, will not interfere with public recreational uses in or on adjacent waters, and will pose no navigational or safety hazard;
- (5) At least 30 calendar days prior to the issuance of a City permit under such a special exception, the City Manager shall ensure that shoreline property owners within 300 feet of the subject parcel are notified by regular mail of the proposed special exception in order to allow an opportunity for appeal.

10. *After-the-Fact Dock Permits.* Any person who undertakes to construct a dock without obtaining the required permit from the City shall have 30 days from the date of written notice from the City to file an application for an after-the-fact permit, or to remove the unpermitted structure. Such after-the-fact application must comply with all the terms and conditions of this article.

11. *Disrepaired or Dilapidated Docks.* If any dock constructed under this article or continued in existence under this article falls into disrepair so



as to become a dangerous structure involving risks to the safety and well-being of the community or individual members thereof, such structure must either be removed or repaired so as to conform with the requirements of this article. Upon determination by the City or its designated representative that any dock has become a dangerous structure, written notice thereof shall be given by registered/certified mail or personal service to the owner of record of the riparian upland property. Such party so informed shall have 30 days from the date of the notice within which to secure the area and respond to the City indicating the intent regarding the dilapidated structure. Such party shall have an additional 60 days to remove the structure or apply for a permit to repair such structure to conform to the requirements of this article. The entire structure must be brought into conformance with the requirements of this article.

*12. Application Information.*

- a. All applications under this article are to be filed in accordance with Article 2, Chapter 102, "Common Development Application Elements". Processing fees shall be paid at the time of application.
- b. Prior to the issuance of a permit under this article, the applicant must show that the proposed activity is consistent with the City Comprehensive Plan.
- c. Prior to a final determination on an application under this article, the applicant may be requested to supply any other information necessary to promote a thorough review of a permit application.
- d. All applications under this article must include a statement outlining the intended use of the project facility.

*13. Single-Family Dock Application Information.*

- a. Adequate water depth at the slip and to navigable waters must be evidenced on applications for the expansion of existing dock facilities or the creation of new dock facilities.
- b. In addition to the requirements of Article 2, Chapter 102, "Common Development Application Elements", the following

information is required for applications for single family dock permits:

- (1) The application form adopted by the City, properly filled out and signed.
- (2) A detailed statement describing the upland land use and activities.
- (3) Satisfactory evidence of title or extent of interest of the applicant to the riparian upland ownership or submerged ownership with a copy of the trustee's deed in chain of title.
- (4) A copy of the State Department of Environmental Protection permit or South Florida Water Management District permit, where applicable.
- (5) A copy of the U.S. Army Corps of Engineers permit, where applicable.
- (6) An affidavit attesting to the dates any existing structures were built, and a copy of any prior authorization or permit for the structures, where applicable.
- (7) Permit sketches clearly depicting the proposed project. The sketches and application package must include the following:
  - (A) Drawings of the proposed project drawn to an appropriate scale showing plan view and representative cross section view(s).
  - (B) The drawings must clearly show the following:
    - (a) Name of waterway.
    - (b) North arrow and graphic scale.
    - (c) Existing shoreline, and the apparent mean high water line.
    - (d) Sufficient water depths in the affected areas.
    - (e) Locations of existing structures.
    - (f) Linear footage of riparian shoreline.

- (g) All drawings and legal descriptions pertaining to proof of ownership submitted as part of an application for a permit from the City must contain the required signature and seal of a registered professional land surveyor in accordance with Fla. Stat. 472.031(1).
- (h) Location of the proposed activity, including half section, township, range, affected water body, vicinity map, and legal description (lot, block and subchapter or parcel real estate number.

14. *Multi-Family Dock Application Information.* The following information is required for applications for multi-family docks:

- a. All information required for single-family docks.
- b. Except for applications for tie piling and previously approved lifts, all applications for multi-family docks shall have the signature and seal of a state registered professional engineer affixed to the plans submitted for approval.
- c. Information shall be submitted, prepared by a state registered civil engineer, attesting to the fact that adequate flushing exists and that the project will not cause stagnation or water quality degradation.
- d. The following additional information is required:
  - (1) A detailed statement describing the proposed activity and how it affects the Waters of the City.
  - (2) A completed copy of the disclosure form provided by the City.

15. *Commercial Dock Application Information.* The following information is required for applications for commercial docks. If the commercial dock meets the definition of a marina, standards for marinas shall apply:

- a. All information required for single-family docks and multi-family docks.
- b. An approved hurricane preparedness plan.

- c. Any other information deemed necessary by the Director to meet the criteria of this article.

16. *Minimum Construction Specifications.* All waterfront construction such as docks, piers, seawalls, or revetments shall be planned and designed by a professional engineer in accordance with the LDRs and the applicable standards of the City.

# 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 2025-07: An Ordinance of the City of Marathon, Florida, Amending City of Marathon’s Code of Ordinances Chapter 3, Article III, Section 3-42 Titled “Administration”; 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.**

## 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):**

Ordinance 2025-07 amends Section 3-42, under Chapter 3, Article III of the City of Marathon Code of Ordinances, to allow for the City to elect tertiary loan priority in instances where a First Time Homebuyer seeks to utilize both the First Time Homebuyer Assistance Program and the State Housing Initiatives Partnership Program ("SHIP").

- 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 2025-07 does not impose a direct compliance cost on businesses as the ordinance pertains to First Time Homebuyers seeking assistance through the City's First Time Home Buyers Assistance Program.

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

Ordinance 2025-07 does not impose a new charge or fee on businesses as the ordinance pertains to First Time Homebuyers seeking assistance through the City's First Time Home Buyers Assistance Program.

- (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.



## COUNCIL AGENDA STATEMENT

Meeting Date: October 14, 2025

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Attorney

Agenda Item: **Ordinance 2025-07**, Amending City of Marathon's Code of Ordinances Chapter 3, Article III, Section 3-42 Titled "Administration"; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; And Providing An Effective Date.

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### BACKGROUND & JUSTIFICATION:

This Ordinance creates a subsection that allows the City to elect tertiary loan priority for the First Time Homebuyer Assistance Program in instances where an applicant seeks to utilize both the First Time Homebuyer Assistance Program and the State Housing Initiatives Partnership Program ("SHIP") loan. The County currently oversees the SHIP and, often, the monies received through the SHIP loan are more than the amount received through the City's First Time Home Buyers Assistance Program. As such, this amendment allows for the City to elect tertiary loan priority in these types of situations, which allows for first time home buyers to utilize both programs.

### CONSISTENCY CHECKLIST:

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

### FISCAL NOTE:

### RECOMMENDATION:

Approval of Ordinance



**Sponsored by:** Council  
**Public Hearing Dates:** October, 14, 2025  
November 18, 2025  
**Enactment date:** November 18, 2025

**CITY OF MARATHON, FLORIDA  
ORDINANCE 2025-07**

**AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING CITY OF MARATHON'S CODE OF ORDINANCES CHAPTER 3, ARTICLE III, SECTION 3-42 TITLED "ADMINISTRATION"; 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**, the City has experienced a large disparity between the sales price of a single-family and multi-family dwelling units and the median family income in the City; and

**WHEREAS**, consequently, substantial savings for a down payment is required for a home purchase; and

**WHEREAS**, in Section 104.03 of the City's Land Development Regulations (the "LDRs"), the City has set forth the income requirements for affordable housing in the City; and

**WHEREAS**, families that meet the affordable housing income criteria set forth in the LDRs find it difficult to save money for a down payment; and

**WHEREAS**, the City Council has provided the ability for First Time Home Buyers to more affordably acquire a first home in the Florida Keys through the First Time Home Buyers Assistance Program; and

**WHEREAS**, the County oversees a similar program called the State Housing Initiatives Partnership ("SHIP") that assists First Time Home Buyers in acquiring a first home; and

**WHEREAS**, First Time Home Buyers may be eligible to receive assistance through both the SHIP program and the City's First Time Home Buyers Assistance Program; and

**WHEREAS**, the monies received through the SHIP program are often times more than the amount received through the City's First Time Home Buyers Assistance Program; and

**WHEREAS**, in circumstances where an applicant is eligible to receive a loan from both the SHIP program and the City's First Time Home Buyers Assistance Program, it is in the best interest for the City to have the option to elect tertiary priority behind the first mortgage and the SHIP loan; and

**WHEREAS**, the revision of the First Time Home Buyers Assistance Program is in the public interest as it will assist in expanding the privilege of home ownership to individuals of low and moderate income levels by allowing for a First Time Home Buyer to utilize both the SHIP program and the City's First Time Home Buyers Assistance Program.

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

**Section 1.** The provisions set forth in the recitals to this Ordinance (whereas clauses) are hereby adopted by the City Council as legislative findings and intent pertaining to this Ordinance.

**Section 2.** Chapter 3, Article III, of the Code of Ordinances, City of Marathon, Florida is hereby amended by amending Section 3-42 to read as follows:

Sec 3-42 Administration

- (a) The "First Time Homebuyer Assistance Program" is hereby established. The City Manager shall establish a separate account to record revenues and expenditures in furtherance of the program hereby established.
- (b) The City Council may in each fiscal year appropriate funds during the budget process to the First Time Homebuyer Assistance Program, including transferring funds from the City's Affordable Housing Program fund. In any given fiscal year of the City, the amount of down payment loans under this program shall not exceed the unused funds that have been allocated to the program.
- (c) The Director shall administer the program, or in the alternative, the City Council may enter into an agreement with a third party to implement and administer the program.
- (d) The Director may, subject to City Council approval, adopt administrative forms, applications and rules necessary to carry out the purpose of the program.
- (e) On or before September 1 of each year, the Director, or his designee, shall submit to the City Council a report on transactions involving the program for the preceding fiscal year, including, but not limited to, the following:
  - (1) Number of defaults; and
  - (2) Number of noncompliance incidents; and
  - (3) Number of participants refinancing first mortgage loans; and
  - (4) The sales price of housing units for the preceding fiscal year; and

- (5) The income and income category (very low, low median, and moderate) of each new participant; and
- (6) Any repayments of loans made pursuant to the program.
- (f) The Director shall also furnish to the City Council such other reports as the City Council may direct.
- (g) Loan repayment revenues are deemed appropriated upon receipt and are authorized to be expended for the purposes of the program.
- (h) **In the event an applicant seeks to utilize both the First Time Homebuyer Assistance Program and the State Housing Initiatives Partnership Program (“SHIP”) loan funds, the City may elect for the First Time Homebuyer Assistance Program funds to have tertiary loan priority.**

**Section 3.**     **Conflicts.** In any case in which a provision of this Ordinance is found to be in conflict with a provision of any other ordinance of this City, the provision that establishes the higher standards for promotion and protection of the health and safety of the people shall prevail.

**Section 4.**     **Severability.** If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

**Section 5.**     **Repeal.** All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

**Section 6.**     **Effective Date.** This Ordinance shall be deemed to be effective after its approval upon second and final reading.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS XX DAY OF XXXXXX, 2025.**

**THE CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
**Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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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:**

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Steven Williams, City Attorney

# 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:

Ordinance 2025-08, An Ordinance By The City Of Marathon, Florida, Amending The City’s Comprehensive Plan, Amending Policy 1-4.1.2 “Specific Standards And Requirements For Workforce-Affordable Housing”; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To Florida Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By Florida Commerce.

Ordinance 2025-09, An Ordinance By The City Of Marathon, Florida, Amending Chapter 104, Article 1 “General Provisions” By Amending Section 104.02.1 “Affordable -- Early Evacuation Residential Unit” To Address Government Agency Management; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For The Transmittal Of This Ordinance To Florida Commerce After Final Adoption By The City Council; Providing For Inclusion In The Code Of Ordinances 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):**

At their August BOCC meeting, the County drafted the same language into their amendments so that the County or the Housing Authority would be able to manage the evacuation without having an on-site office. At the same meeting, the BOCC approved setting aside EE units to be used in Marathon on County property through an ILA. To have consistency across the jurisdictions, by having the City adopt the same language, the County can manage their units within City limits.

- 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:**

There is no additional compliance cost for businesses, as the amendments only apply to government housing.

- (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 these ordinances.

- (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:**

There are no businesses that will be affected, as the amendments only apply to government housing.

**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. It provides for the government or housing authority to manage government owned early evacuation units without an onsite office.

**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.*

## CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** October 14, 2025  
**To:** Mayor and Honorable City Council Members  
**From:** Brian Shea, Planning Director  
**Through:** George Garrett, City Manager

**Agenda Items:** **Ordinance 2025-08**, Amending The City's Comprehensive Plan, Amending Policy 1-4.1.2 "Specific Standards And Requirements For Workforce-Affordable Housing"; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To Florida Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By Florida Commerce.

**Ordinance 2025-09**, Amending Chapter 104, Article 1 "General Provisions" By Amending Section 104.02.1 "Affordable -- Early Evacuation Residential Unit" To Address Government Agency Management; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For The Transmittal Of This Ordinance To Florida Commerce After Final Adoption By The City Council; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

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### **RECOMMENDATION:**

The Planning staff recommends approval of both Ordinances modifying provisions for Early Evacuation BPAS units.

**APPLICANT:** City of Marathon

**REQUEST:** Amend City of Marathon Comprehensive Plan and Land Development Regulations in order to recognize that a government agency or public housing authority may act as management of an early evacuation unit project, and by virtue would not need onsite management.

### **ANALYSIS OF COMPREHENSIVE PLAN CHANGE REQUEST:**

#### **Preface**

The current Land Development Regulations provide only brief guidance concerning the review of a proposed Comprehensive Plan Amendment.

Section 102.19 simply states:

[Section 102.19. Standards for Review.](#)



When considering an application for a Comprehensive Plan Amendment, the review shall include all standards and criteria of Fla. Stat. Ch. 163.

Standards in Chapter 163, F.S. offer some additional guidance, but are limited. Pertinent sections of Chapter 163 promulgate process rather than establishing criteria for the development of a proposed Comprehensive Plan Amendment. Chapter 163.3184, Process for adoption of comprehensive plan or plan amendment, define the sequential process for transmittal, review, and approval of a Comprehensive Plan Amendment. Most relevant to this delineation of process is the definition of “**compliance**” which is recited for review below:

**163.3184 Process for adoption of comprehensive plan or plan amendment. --**

(1) DEFINITIONS. --As used in this section, the term:

(b) "In compliance" means consistent with the requirements of ss. [163.3177](#), when a local government adopts an educational facilities element, 163.3178, 163.3180, 163.3191, and 163.3245, with the state comprehensive plan, with the appropriate strategic regional policy plan, and with chapter 9J-5, Florida Administrative Code, where such rule is not inconsistent with this part and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable. Thus, leading through an exhaustive process, the State Land Planning Agency must find a Comprehensive Plan or Plan Amendment in compliance in accordance with the above definition. Process as further defined in the section leads from Local Government Transmittal through review by the State Land Planning Agency and other required local and state government bodies to a finding of “in compliance” by the State Land Planning Agency.

Review is contemplated and expected to be completed by such agencies as the South Florida Regional Planning Council, whose responsibility it is to review the proposal for consistency with the Strategic Regional Policy Plan. Such review is not, therefore, the responsibility of the local government to determine consistency in this regard and will not be addressed herein. Though referenced in the definition of compliance and elsewhere Chapters 163.3177, 163.3191, 163.3245, and 369 will not be reviewed as a compliance matter. Chapter 163.3177 defines required elements in a comprehensive plan. The City has an approved comprehensive plan which must be assumed to have all the required elements. Chapter 163.3191 refers to the required Evaluation and Appraisal Report (EAR); a review of an approved comprehensive plan required of the City every seven years. The City is not subject to an EAR at this juncture and therefore is not relevant as a criterion to the review herein. Finally, Chapter 163.3245 refers to the development of an optional sector plan. This optional element of an approved comprehensive plan was not adopted by the City and therefore will not be used as a criterion for review in this proposed amendment. Chapter 369 refers to invasive aquatic plant control and the Wekiva River area and similarly will not be the subject of compliance review herein.

Other pertinent review elements leading to a determination of compliance are found in Chapter 163.3178 Coastal management, Chapter 163.3180 Concurrency, and the principals for guiding development in the Florida Keys Area of Critical State Concern.

**Compliance Discussion**

Relevant criteria promulgated in Chapters 163 and 380 F.S. can be itemized in bullets as follows based on the critical concerns more specifically identified in the City's comprehensive plan:

- Natural Resource Protection
  - Wetlands
  - Estuaries
  - Living marine resources
  - Beaches / Dunes
  - Unique wildlife habitat
  - Water Quality
- Historical Resources
- Infrastructure / Concurrency Management
  - Wastewater
  - Stormwater
  - Potable Water
  - Solid Waste
  - Transportation
- Affordable Housing
- Hazard Mitigation
  - CHHA
  - Hurricane Evacuation
- Ports
  - Marina Siting
- Public Use
  - Shoreline use and Access
  - Water dependent and independent activity
- Land Acquisition
  - Conservation
  - CHHA
  - Public Services

These bullet items should be utilized as the focus points for review of the proposed amendment and for future comprehensive plan amendments.

## **BACKGROUND**

Staff is recommending changes to the Early Evacuation language in both the Comprehensive Plan and Land Development Regulations. These changes are to add specific language related to the requirements of on-site management to allow for an alternative for projects managed by the government. The exact verbiage is as follows: \*For developments owned or operated by a government agency or public housing authority, property management is not required to be located onsite as indicated in this subsection and Comprehensive Plan Policy 1-4.1.2. However, the government agency or public housing authority will oversee and enforce required evacuation of the residents and must be available at all times to respond to evacuation orders.

## **ANALYSIS**

### Natural Resources

No Significant Impact would result from the proposed change, as the original language regarding resource protection is not being touched.

### Historical and Cultural Resources

No Significant Impact would result from the proposed change.

### Infrastructure

No Significant Impact would result from the proposed change.

### Wastewater infrastructure

No Significant Impact would result from the proposed change.

### Stormwater infrastructure

No Significant Impact would result from the proposed change.

### Potable Water

No Significant Impact would result from the proposed change.

### Solid Waste

No Significant Impact would result from the proposed change.

### Transportation

No Significant Impact would result from the proposed change.

### Affordable Housing

No Significant Impact would result from the proposed change.

### Hazard Mitigation

No Significant Impact would result from the proposed change.

### Coastal High Hazard Areas

No Significant Impact would result from the proposed change.

### Hurricane Evacuation

No Significant Impact would result from the proposed change. The government agencies in

question facilitate the mandatory evacuation and would not need to have an onsite office.

#### Ports – Marina Siting

No Significant Impact would result from the proposed change.

#### Public Use – Access to Water

No Significant Impact would result from the proposed change.

#### Land Acquisition

No Significant Impact would result from the proposed change in regard to land acquisition.

### **Alternate Compliance Review Criteria**

Since there are no internal Comprehensive Plan change review criteria available in Chapter 102, Article 6, those that would apply for an LDR text change request (Chapter 102, Article 7) are useful. The basis for the LDR text change criteria is the same as for a Comprehensive Plan change ultimately.

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;**

At their August BOCC meeting, the County drafted the same language into their amendments so that the County or the Housing Authority would be able to manage the evacuation without having an on-site office. At the same meeting, the BOCC approved setting aside EE units to be used in Marathon on County property through an ILA. To have consistency across the jurisdictions, by having the City adopt the same language, the County can manage their units within City limits.

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

The City is amending both the comprehensive plan and LDRs with the same language, thereby ensuring consistency. Additionally, Objective 5-1.1 entitled “Improve Intergovernmental Coordination” states:

The City shall continue to improve coordination among government agencies with planning and impact assessment duties affecting the City. The City shall maintain coordination mechanisms and interlocal agreements with other units of local government providing services but not having regulatory authority over the use of land, and with the Plans of adjacent municipalities, the county and adjacent counties.

#### **C. Whether the proposed 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 do further the purposes of the LDRs, and other City Codes, regulations and actions designed to implement the Comprehensive Plan by providing expansion on the mechanism to obtain and implement the Workforce-Affordable Housing Initiative. The changes to the LDRs and Comprehensive Plan ensure consistency between the two documents. Additionally, by duplicating the same language that Monroe County adopted, we are ensuring consistency of language between jurisdictions.

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.”

## **CONCLUSION:**

The proposed Amendments are consistent with and further the goals of the City of Marathon Comprehensive Plan and Land Development Regulations.

## **RECOMMENDATION:**

The Planning staff recommends approval of both Ordinances modifying provisions for Early Evacuation BPAS units. Planning Commission recommended approval of both ordinances (3-1).

**Sponsored By:** Garrett  
**Planning Commission Public Hearing Date:** September 15, 2025  
**City Council Public Hearing Date:** October 14, 2025  
**TBD**  
**Enactment Date:** **TBD**

**CITY OF MARATHON, FLORIDA  
ORDINANCE 2025-08**

**AN ORDINANCE BY THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY’S COMPREHENSIVE PLAN, AMENDING POLICY 1-4.1.2 “SPECIFIC STANDARDS AND REQUIREMENTS FOR WORKFORCE-AFFORDABLE HOUSING”; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO FLORIDA COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY FLORIDA COMMERCE.**

**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 regulations for the protection of the public; and

**WHEREAS**, in support of the City of Marathon’s workforce by alleviating constraints on affordable housing the City participated in the Workforce-Affordable Housing Initiative, as approved during the June 13, 2018, meeting of the Administration Commission; and

**WHEREAS**, the Ordinance, thus introduced, provides for an alternative to on site property management for government administered units; and

**WHEREAS**, the Planning Commission reviewed this Ordinance on September 15, 2025, providing a recommendation of approval to the City Council with no proposed changes; and

**WHEREAS**, the City Council reviewed this Ordinance on October 14, 2025, and again on **XXX**,

**2025** adopting the Ordinance in its second hearing and directing staff to transmit the Ordinance to the Florida Department of Commerce for final approval; and

**WHEREAS**, pursuant to the same legislative provision, the City Council accepted the ORC Report, considered the recommendation of the Planning Commission, accepted additional public input, and deliberated on the proposed amendment to the Land Development Regulations on **XXX, 2025** at a duly noticed public hearing, and directed that the amendment be transmitted to the Florida Department of Commerce as formally adopted by the City,

**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 1, Goal 4, Objective 1-4.1, Policy 1-4.1.2 entitled “Specific Standards And Requirements For Workforce-Affordable Housing” is hereby amended as attached in Exhibit A.

**SECTION 3.** 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, and 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 4.** The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Economic Opportunity for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

**SECTION 5.** This Ordinance shall be effective immediately upon approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, Florida Statutes.

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS **XX**<sup>TH</sup> DAY OF **XXX** 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**XXX, Mayor**

AYES:

NOES:

<sup>1</sup>Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

ABSENT:  
ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

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

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Steven Williams, City Attorney



#### Policy 1-4.1.2 Specific Standards And Requirements For Workforce-Affordable Housing

Affordable-Early Evacuation residential units under this program shall:

- A. be multifamily structures;
- B. be rental units;
- C. require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
- D. not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
- E. require on-site property management<sup>\*</sup>;
- F. comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
- G. shall not be placed in any habitat defined as mangroves, saltmarsh & buttonwood, hardwood hammock, or fresh water wetlands (disturbed categories excepted);
- H. incorporate sustainable and resilient design principles into the overall site design;
- I. ensure accessibility to employment centers and amenities;
- J. require deed-restrictions ensuring:
  - 1. the property remains workforce-affordable housing in perpetuity;
  - 2. tenants evacuate during the period in which transient units are required to evacuate;
  - 3. rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
  - 4. onsite property managers are formally trained in evacuation procedures<sup>\*</sup>.

<sup>\*</sup>For developments owned or operated by a government agency or public housing authority, property management is not required to be located onsite as indicated in Policy 1-4.1.2. However, the government agency or public housing authority will oversee and enforce required evacuation of the residents and must be available at all times to respond to evacuation orders.



**Sponsored By:** Garrett  
**Planning Commission Public Hearing Date:** September 15, 2025  
**City Council Public Hearing Date:** October 14, 2025  
**TBD**  
**Enactment Date:** **TBD**

**CITY OF MARATHON, FLORIDA  
ORDINANCE 2025-09**

**AN ORDINANCE BY THE CITY OF MARATHON, FLORIDA, AMENDING CHAPTER 104, ARTICLE 1 “GENERAL PROVISIONS” BY AMENDING SECTION 104.02.1 “AFFORDABLE – EARLY EVACUATION RESIDENTIAL UNIT” TO ADDRESS GOVERNMENT AGENCY MANAGEMENT; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS THEREOF FOUND TO BE IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO FLORIDA COMMERCE AFTER FINAL ADOPTION BY THE CITY COUNCIL; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES 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 regulations for the protection of the public; and

**WHEREAS**, in support of the City of Marathon’s workforce by alleviating constraints on affordable housing the City participated in the Workforce-Affordable Housing Initiative, as approved during the June 13, 2018, meeting of the Administration Commission; and

**WHEREAS**, the Ordinance, thus introduced, provides for an alternative to on site property management for government administered units; and

**WHEREAS**, the Planning Commission reviewed this Ordinance on September 15, 2025, providing a recommendation of approval to the City Council with no proposed changes; and

**WHEREAS**, the City Council reviewed this Ordinance on October 14, 2025, and again on **XXX, 2025** adopting the Ordinance in its second hearing and directing staff to transmit the Ordinance to the Florida Department of Commerce for final approval; and

**WHEREAS**, pursuant to the same legislative provision, the City Council accepted the ORC Report, considered the recommendation of the Planning Commission, accepted additional public input, and deliberated on the proposed amendment to the Land Development Regulations on **XXX, 2025** at a duly noticed public hearing, and directed that the amendment be transmitted to the Florida Department of Commerce as formally adopted by the City,

**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 104, Article 1, Section 104.02.1 entitled “Affordable -- Early Evacuation Residential Unit” is hereby amended as attached in Exhibit A.

**SECTION 3.** 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, and 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 4.** The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Economic Opportunity for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

**SECTION 5.** This Ordinance shall be effective immediately upon approval by the Department of Economic Opportunity pursuant to Chapters 163 and 380, Florida Statutes.

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS **XX**<sup>TH</sup> DAY OF **XXX** 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**XXX, Mayor**

<sup>1</sup>Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

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

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Steven Williams, City Attorney

## Sec 104.02.1 Affordable--Early Evacuation Residential Unit

Pursuant to the City's provision of affordable allocations from the "Affordable—Early Evacuation Pool," under Section 107.06 F. the following criteria shall apply to all Affordable—Early Evacuation residential units:

Affordable-Early Evacuation residential units under this program shall:

- A. Be multifamily structures;
- B. Be rental units;
- C. Require, at a minimum, adherence to the latest edition of the Florida Building Code as published by the Florida Building Commission;
- D. Not be placed in the V-Zone or within the Coastal Barrier Resource Systems;
- E. Require on-site property management<sup>\*</sup>;
- F. Comply with applicable habitat and other locational criteria and densities for multifamily affordable housing units;
- G. Shall not be placed in any habitat defined as mangroves, saltmarsh and buttonwood, hardwood hammock, or fresh water wetlands (disturbed categories excepted);
- H. Incorporate sustainable and resilient design principles into the overall site design;
- I. Ensure accessibility to employment centers and amenities;
- J. Require deed-restrictions ensuring:
  - 1. The property remains workforce-affordable housing in perpetuity;
  - 2. Tenants evacuate during the period in which transient units are required to evacuate;
  - 3. Rental agreements contain a separate disclosure requiring renters to acknowledge that failure to adhere to the evacuation requirement could result in severe penalties, including eviction, to the resident;
  - 4. Onsite property managers are formally trained in evacuation procedures<sup>\*</sup>.

*Evacuation exemptions.* Persons living in workforce-affordable housing who are exempt from evacuation requirements of Policy 1.1.2.i.(ii) include all first responders, correction officers, health care professionals, or other first-response workers required to remain

during an emergency, provided the person claiming exemption under this policy has faithfully certified their status with property management.

\*For developments owned or operated by a government agency or public housing authority, property management is not required to be located onsite as indicated in this subsection and Comprehensive Plan Policy 1-4.1.2. However, the government agency or public housing authority will oversee and enforce required evacuation of the residents and must be available at all times to respond to evacuation orders.

## CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** October 14, 2025  
**To:** Honorable Mayor and City Council  
**From:** Brian Shea, Planning Director  
**Through:** George Garrett, City Manager

**Agenda Item:** Consideration Of A Request For A Development Agreement, For QOF Inc., Pursuant To Chapter 102, Articles 8 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Development Agreement" For The Development Of Four (4) Single Family Affordable Residences; Located At And Around 701 91st Street; Which Is Legally Described As Lots 13 And 14 Sea Crest Heights Subdivision, Marathon, Monroe County, Florida; Having Real Estate Numbers 00350630-000000 & 00350640-000000, Nearest Mile Marker 52.

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### CONDITIONS:

- Modify the following sections of the Development Agreement as follows:
  - Amend dates as needed.
  - Strike last whereas clause.
  - Amend II.A to reference Objective 1-3.3.
  - Strike II.C through II.F.
  - Amend and renumber II.F by adding "up to 13 transfers or \$520,000, whichever occurs first."
  - Add II.D documenting Administrative Variance and Nonconforming Setbacks.
  - Amend Department of Economic Opportunity to Department of Commerce.

**APPLICANT/OWNER:** QOF INC.

**LOCATION:** 701 91<sup>st</sup> Street and adjacent vacant parcel, having RE 00350630-000000 & 00350640-000000.

**REQUEST:** Enter into a Development Agreement with the City of Marathon for redevelopment of the subject property with four affordable housing units.

**FUTURE LAND USE MAP DESIGNATION:** Residential High (RH)

**ZONING MAP DESIGNATION:** Residential Mobile Home (R-MH)

**LOT SIZE:** Approximately 11,224 square feet or .26 acres.



## **SURROUNDING ZONING AND USES:**

	<u><b>Zoning</b></u>	<u><b>Use</b></u>
<b>North</b>	Residential Mobile Home (R-MH)	Residences of 91 <sup>st</sup> Street
<b>East</b>	Residential Mobile Home (R-MH)	Residences of 92 <sup>nd</sup> Street
<b>South</b>	Residential Mobile Home (R-MH)	Residences of 91 <sup>st</sup> Court
<b>West</b>	Residential Mobile Home (R-MH)	Residences of 91 <sup>st</sup> Street

## **EXISTING CONDITIONS:**

Currently, the property consists of the following:

- Two vacant parcels.
  - One market rate unit demolished under permit P2018-1150.
  - One affordable allocation awarded under Resolution 2021-76.

## **PROPOSED DEVELOPMENT**

The proposed redevelopment of this property will consist of the following:

- Develop the property with four affordable housing dwelling units.
  - Building Permits: P-20-80, P-20-81, P-20-82, P-20-83.
  - BPAS applications: BPAS-21-75, BPAS-21-89, BPAS-21-90, BPAS-21-91.

## **BACKGROUND:**

These properties are located at the southern end of the Sea crest Heights subdivision and are bordered on three sides by 91<sup>st</sup> Street. Lot 13 previously was developed with a structure, while lot 14 remained vacant. One market rate right remains from the demolished structure. And one affordable allocation was awarded from a previously rescinded allocation in September of 2021. The associated permit (P-20-82) for this allocation (BPAS-21-75) has yet to be issued.

## **CRITERIA FOR APPROVAL:**

A development agreement may only be considered for approval if it meets the following criteria:

1. The development agreement meets all of the requirements of the Florida Local Government Development Agreement Act, Fla. Stat. §§ 163.3220—163.3243.
2. The duration of the development agreement shall not exceed an initial period of five (5) years, unless otherwise approved by Council for a longer time period.
3. The development agreement is consistent with the City comprehensive plan and the LDRs.
4. The development agreement is signed by the developer prior to execution by the City.

## **ANALYSIS:**

### **Comprehensive Plan**

The proposed development should meet the following criteria as set forth in the Comprehensive Plan. Objective 1-3.3 entitled Encourage Redevelopment states that the City shall evaluate potential redevelopment areas and prepare redevelopment plans or Land Development Regulations for areas determined to be in need of redevelopment. Specifically, Policy 1-3.3.1 entitled General Redevelopment Criteria states that the “City shall investigate commonly used planning strategies and identify available funding sources to address the revitalization of areas in need of redevelopment. The City shall strive to utilize the most appropriate and creative mechanisms available to address such issues. Additionally, the City shall analyze existing development patterns, property values,

structural conditions, renter/owner ratios, commercial vacancy rates, and other indicators of economic vitality and physical living conditions as part of the preparation of redevelopment plans or Land Development Regulations.

Such redevelopment plans or Land Development Regulations shall:

- A. Prevent negative impacts on the fragile coastal ecosystem by directing development away from environmentally sensitive lands and critical habitat;
- B. Revitalize existing commercial areas;
- C. Promote safe and efficient vehicular, bicycle, and pedestrian movement;
- D. Prevent or minimize the City's cost to provide infrastructure;
- E. Mitigate incompatible commercial activity where commercial activity is adjacent to established residential neighborhoods;
- F. Enhance the unique character of the City's commercial land uses through incentives for bufferyards and landscaping; and
- G. Facilitate within the City, the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land; and
- H. Provide for affordable/workforce housing.”

In addition, Policy 1-1.1.1 ensures the City enhances or preserves the existing community character, which explicitly includes that the City desires to “Protect, enhance, and increase the number of affordable housing units. Policy 1-3.5.16 establishes the TDR and TBR process and doubly lists (A.5 & A.10) the attempt to “protect housing affordability and facilitate the provision of new affordable housing units throughout the City.”

### **Affordable Housing**

The proposed redevelopment creates affordable housing. The affordable housing must be consistent with Section 104.03 entitled Affordable Housing. Parts B, C, D, and F under part II of the development agreement apply to affordable housing.

Under section 107.05.D.1. to apply for allocations, a development must have completed all steps otherwise necessary to apply for and receive a building permit including habitat assessment (if required by the City Biologist), other agency approvals or letters of coordination and the requisite construction plans, zoning and subdivision approvals. Therefore, part B or section II has been met and is consistent with the City LDRs.

Part II.C relies on the last whereas clause of the agreement, as well as part M.3 of the agreement. Senate bill 180 became effective July 1 of 2025. It amended the clearance times from 24 to 24.5 hours, thus effectuating the next steps to address BPAS and ROGO within Monroe County. In addition, it included the following section:

The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The

permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner occupied residences, affordable housing, and workforce housing.

The last sentence of this language precludes the City's ability to grant multiple allocations to a single lot. The previous allocations that the City received were approved by the Administration commission and distributed through a Memorandum of Understanding signed by each jurisdiction, the Department of Emergency Management, and the Department of Community Affairs (Now Department of Commerce). The original modeling based upon the 24-hour evacuation criteria listed approximately 220 units still within that time frame. Staff is still awaiting clarification of whether those approximate 220 units have to abide by the same criteria noted above, and if not, how many will be allocated to the City of Marathon. Therefore II.C cannot be confirmed to be consistent with the City LDRs and should be struck. Upon confirmation of State laws, the development agreement may be brought back for amendment pursuant to M.3 of the agreement.

Under Section 107.09 Applicants that dedicate buildable lots or cash in lieu of dedication may receive the following points:

Point Assignment:	Criteria:
5	Donation of a cash fee to the City of Marathon, for the purposes of affordable housing. The required fee shall be established by the Council.
6	An application which includes the dedication to the City or agencies or appropriate 501 (c) (3) nonprofit organizations as approved by Council of a legally platted, buildable lot * within the City containing one (1) or more existing affordable dwelling units.**

\*An applicant may dedicate a maximum of one (1) lot to obtain the maximum allowable points under the Moderate Category.

\*\*To be used for the purposes of perpetually income deed-restricted affordable housing

For II.D to apply for BPAS points on a market rate application, then after the units are constructed, the property must be donated to the City or nonprofit approved by Council. Since the units are not going to be donated (as noted in section IV. G), section D should be struck from the development agreement, thereby making it consistent with the City LDRs.

Section II.F states the purpose is to satisfy any future requirement for affordable housing relating to future development(s) as may be required and until such units are accounted for. Only one section of code requires inclusionary affordable housing, Section 104.25 entitled Hotels or Motels. As part of those requirements a new development agreement is required and that portion of the code can be addressed then. The affordable housing can also satisfy development as it relates to the affordable housing compliance requirements of transferable building rights under Section 107.18. Under the replacement criteria, the development of (four) 4 affordable housing units at the 30% minimum requirement could cover thirteen (13) affordable compliance transfer fees. Under the fund criteria, based upon the most recent Council resolution, this is the equivalent of a

\$520,000 affordable housing waiver. Because the fee program can be changed by Council resolution it is recommended that the language be added at the end of II.F stating, “up to 13 transfers or \$520,000, whichever occurs first.” Thereby making it consistent with the current City LDRs.

### **Wastewater**

The property will have to connect to the sewer system. This parcel was previously assessed for the one connection for the demolished home. Three more assessments would be required. Under II.E of the proposed agreement the applicant is requesting to reduce or eliminate the sewer impact fee. Under section 34-24 of the code of ordinances the City is authorized to fix and collect rates, rentals, fees, and charges for the use of any wastewater system facilities. Additionally, under Section 34-23 a customer that receives wastewater service from the City is responsible for all fees and charges incurred in connection with the rendering of service. Failure to pay amounts due the City within the time designated for payment may result in the disconnection of wastewater service until all amounts due the City have been paid in full. Section 34-44 sets forth that the City is authorized to impose fees and charges as appropriate to the construction, operation, and maintenance of its wastewater system. rates, fees, and charges shall be established by resolution of the City Council. The Council set the current fees based upon the Wastewater Connection Fee Study and adopted them through Resolution 2022-25. The only section that allows for the reduction in fees is Section 34-51.2. This section only applies to businesses that provide a public good that is being assessed in excess of 5 EDUs and would therefore not apply to this proposed 4-unit residential development. Based upon this, the language in II.E of the development agreement should be removed, thereby making it consistent with the City LDRs.

### **Stormwater**

The property currently has no erosion control or stormwater management system. A stormwater management system will be constructed onsite as part of the site redevelopment. This system will retain, detain, and treat stormwater on the property and therefore will provide a substantial benefit to water quality in the area. The proposed plans show 1,012 cubic feet of stormwater swales being constructed on site.

### **FEMA/Floodplain Management**

The property is entirely within the AE 8 flood zone. The submitted plans show that the finished floor elevation of the units will be at 12' NGVD. This is three feet above the minimum requirements of the Florida Building Code.

### **Compliance with Bulk and Open Space Regulations**

#### **Open Space**

The property is categorized as a disturbed area which requires a 20 percent open space ratio. The proposed plans show impervious lot coverage totaling 4,806 square feet. This means that there is a 53% open space ratio on site.

#### **Height**

The land development regulations establish an overall building height of 42 feet. The plans that were submitted show that the building does not exceed the 42-foot height limit. The proposed height is 21'.

### Setbacks

Residential mobile home zoning has a 10' front, 10' rear, and 5' side setbacks. The structure that was demolished on the southern lot had a nonconforming setback of 3'. The proposed plans shows that the nonconformity was reduced by increasing the setback to 4'8". The applicant received an administrative variance to allow for the side setbacks between the two lots to be reduced from 5' to 4'8" to account for the roof overhangs. Both variances and nonconformities have 1-year timeframes associated with them. The permits were submitted within these timeframes, however, they have yet to be allocated and/or issued. It is recommended that the administrative variance, and setback nonconformity be included in the purposes of the agreement section, thereby making it consistent with the City LDRs.

### Density

The application indicates that the combined parcels are 11,224 square feet. The proposed densities comply with the Residential High FLUM and Residential Mobile Home Zoning.

Use	Units/acre	Proposed # Units	Required Acreage/Dwelling Unit
Market Rate Dwelling Units	8	0	5445 sq ft
Affordable/Workforce Dwelling Units	25	4	1742 sq ft
Total Acreage Required			6,968 sq ft
Total Acreage Provided			11,224 sq ft

### **RECOMMENDATION:**

Planning Staff recommends that City Council grant **CONDITIONAL APPROVAL** of the Development Agreement. Planning Commission recommended denial of the Development Agreement (3-0).

### Conditions of Approval

- Modify the following sections of the Development Agreement as follows:
  - Amend dates as needed.
  - Strike last whereas clause.
  - Amend II.A to reference Objective 1-3.3.
  - Strike II.C through II.F.
  - Amend and renumber II.F by adding "up to 13 transfers or \$520,000, whichever occurs first."
  - Add II.D documenting Administrative Variance and Nonconforming Setbacks.
  - Amend Department of Economic Opportunity to Department of Commerce.

Parcel I.D. Nos.:  
RE# 00350630-000000 and 00350640-000000  
(Space reserved/or recording)

DEVELOPMENT AGREEMENT FOR  
QOF INC.  
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MARATHON, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and QOF Inc., 1477 Overseas Hwy Marathon, Fl 33050, a Florida Corporation (herein referred to as "Owner"), pursuant to Chapter 102, Article 8, of the Land Development Regulations of the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, and is binding on the Effective Date set forth herein.

WITNESSETH:

**WHEREAS**, Owner is the owner of real property located in Marathon, Monroe County, Florida, more particularly described in Exhibit "A" (boundary survey), attached hereto and incorporated herein by reference; and

**WHEREAS**, Owner has submitted a proposal to develop and construct Four (4) affordable residential units; and

**WHEREAS**, the construction and maintenance of affordable housing within the City of Marathon is a desirable goal and will serve to preserve workforce housing in the face of economic gentrification; and

**WHEREAS**, the economic development afforded by this Agreement is in the best interest of both parties to this Agreement as well as the general public in the City of Marathon; and

**WHEREAS**, the Marathon Planning Commission held a public hearing on the      day of      , 2022, to consider this Agreement, and recommended approval of this Agreement; and

**WHEREAS**, the City Council of Marathon held public hearings on the      day of      and      day of      2022, to consider this Agreement; and

**WHEREAS**, the City has determined that this Agreement is in the public interest and is consistent with its policy to encourage the redevelopment of Marathon in a manner that provides and preserves affordable housing and will further the health, safety, and welfare of the residents of Marathon; and

~~WHEREAS, the State of Florida has awarded the City of Marathon sufficient allocations of market rate and affordable housing to allow the Owner an award of three (3) affordable unit entitlements that will allow completion of the project; and~~

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## I. RECITALS.

The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.

## II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

A. To encourage redevelopment of the Property consistent with Objective 1-3.43 in the City's Comprehensive Plan.

B. To secure the ability to construct Owner's proposed development of residences totaling four (4) units.

~~C. To secure three (3) affordable building allocations.~~

~~D. To establish points towards any application made by Owner or Owner like entity for a market rate ROGO as it relates to the construction of affordable housing~~

~~E. To reduce or eliminate the sewer impact fee~~

~~C~~F. To satisfy any future requirement for affordable housing relating to future development(s) as may be required and until such units are accounted for up to 13 transfers or \$520,000, whichever occurs first.

D. To document and extend the approved Administrative Variance and setback nonconformities.

## III. DEFINITIONS.

For the purposes of this Agreement, all terms shall have the definitions as found in the Land Development Regulations (LDRs), Comprehensive Plan and in Chapter 163, Florida Statutes, or in other applicable Florida Statutes, and if not defined in the Code, Plan, or Statute, the term shall be understood by its usual and customary meaning.

## IV. STATUTORY AND CODE REQUIREMENTS.

The parties recognize the binding effect of the Florida Local Government Development Agreement Act, Sections 163.3221, et seq., Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership. QOF Inc., 1477 Overseas Hwy Marathon, Fl 33050, is the Owner of the Property, and the Property is the subject of this Agreement, as described in Exhibit B, Boundary and Topographic Survey. There are no other legal or equitable owners of the subject property known to the parties to this Agreement.

B. Duration of Agreement and Submission of Permit Application. Owner shall have a period of twelve (12) months from the Effective Date of this Agreement to submit an application for a building permit with the City to commence construction of the project contemplated herein. The duration of this Agreement shall be ten (10) years from the effective date. Should the owner not commence construction within eighteen (18) months of the effective date of this Agreement, then this Agreement shall be null, and void and the allocation of affordable housing contained herein shall be canceled and said allocation shall revert to the City. This Agreement may be renewed or extended as provided herein. If the Owner has not complied with the terms of this section, this Agreement may be subject to termination as provided herein.

Affordable Housing is defined in Section 110.00 of the City's LDRs as: "Dwelling units which contain less than or equal to 1,800 square feet of habitable space meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of City; and are restricted in perpetuity or as allowed by law for a minimum 50-year period to use by households that meet the requirements of at least one (1) of the following income categories: very low, low, median, moderate or middle. The requirements for these income categories are as provided in Chapter 104, "Specific Use Regulations". "

It is agreed that the affordable housing shall comply with the Moderate-income standards or Middle-income standards as set forth in Section 104.03 (d) and 104.03 (e).

Moderate-income is defined as: "A household whose income (excluding that of full-time students under 18 years of age) does not exceed 120 percent of the median adjusted gross annual income for households within the county;"

Middle-income is defined as: "A household, whose income (excluding that of full-time students under 18 years of age) does not exceed 160 percent of the median adjusted gross annual income within the county;"

D. Sale or Lease. Owner agrees to comply with all the requirements of the City of Marathon regarding sale or leasing of the affordable housing units (general affordable pool as defined in Section 107.06(c) to be constructed as part of the project. In addition, Owner anticipates establishing the affordable units as rental units, but in the event that the affordable units are sold, individually or in bulk, the affordable housing deed restrictions required by the City shall be



imposed with a duration of fifty (50) years from the date of the issuance of the certificate of occupancy.

E. Density and Building Height. The property is located in a Residential Mobile Home Zoning District as defined in the Land Development Regulations. The maximum building height permitted on the property is thirty-seven (42) feet.

F. Public Facilities, Concurrency, Impact Fees. The following identifies the public facilities that are required that will service the development of the Property: who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

1. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.
2. Electric Service. Electric service is provided by Florida Keys Electric Service.
3. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.
4. Fire Service. Fire service is provided by the Marathon Fire Department.
5. Wastewater, Sewage Collection and Disposal. Wastewater and sewage collection, treatment, and disposal shall be done by connection to the City sewer system.
6. Public Recreational Facilities. Public recreational facilities are available near the property in the Marathon Community Park and Jesse Hobbs Park.
7. Stormwater Management. There shall be no direct discharge to the City of Marathon Nearshore Waters.
8. Fire Protection. Per the Florida building code
9. Concurrency. All public facilities, apart from Wastewater, identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. Wastewater capacity is available through the Central Sewer system for the City of Marathon.
10. Impact Fees. The City shall waive the impact fees for the affordable units allowed pursuant to Section 111.02 F.3(f).

G. Reservations or Dedications of Land for Public Purposes. These are not contemplated or necessary for this development.

H. Local Development Permits. The following City development approvals are required for the development of the Property.

1. This Development Agreement.

2. Building and related construction permits for the structures, land clearing and landscaping. At any time, any building permit is applied for, Owner shall demonstrate compliance with all applicable Federal, State and Municipal Disabled Access Regulations in effect at the time of application.

3. Local Permits for Stormwater Runoff. Nothing in this Agreement shall preclude the parties from applying conditions in addition to Federal, State and regional permits, by mutual agreement, during final site plan review or permitting.

I. Finding of Consistency. By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan, applicable LDRs and the Principles for Guiding Development set forth in Section 380.0552(7), Florida Statutes.

J. Mutual Cooperation. City and Owner agree to cooperate fully and assist each other in the performance of the provisions of this Agreement.

K. Development to Comply with Permits and City Comprehensive Plan and Code Provisions. The redevelopment shall be developed in accordance with all required permits and in accordance with all applicable provisions of the City's Comprehensive Plan and Land Development Regulations in effect on the effective date of this Agreement. No Certificate of Occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and the other regulatory entities for that building. The City agrees that any permits or certificates of occupancy to be issued by the City shall not be unreasonably withheld or delayed

L. Compliance With Permit Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

M. Laws Governing.

1. For the duration of this Agreement, all approved development of the Property shall comply with and be controlled by this Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement, inclusive of text changes and rezoning approved by the City Council on the date of the City's approval of this Agreement, if any. The parties do not anticipate that the City will apply subsequently adopted laws and policies to the Property, except as expressly provided in this Agreement

2. Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

- a. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;
- b. The new laws and policies are essential to public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;
- c. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or
- d. The Agreement is based on substantially accurate information supplied by Owner. Provided, however, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

3. If state or federal laws enacted after the Effective Date of this Agreement preclude any party's compliance with the terms of this Agreement, it shall be modified as necessary to comply with the relevant state or Federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

N. Amendment Renewal and Termination. This Agreement may be amended, renewed, or terminated as follows:

1. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

2. As provided in Section 163.3237, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirement in Section 163.3225, Florida Statutes, and applicable LORs. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately fifteen (15) days before each public hearing in a newspaper of general circulation and readership in Marathon and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

3. This Agreement may be terminated by the Owner or its successor(s) in interest following a breach of this Agreement by the City upon written notice to the City as provided in this Agreement.

4. Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked or modified by the City if, based on substantial competent evidence, the City finds there has been a failure by Owner to comply with the terms of this Agreement.

5. This Agreement may be terminated by mutual consent of the parties.

O. Breach of Agreement and Cure Provisions.

1. If the City concludes that there has been a material breach in this Agreement by Owner, prior to revoking this Agreement, the City shall serve written notice on Owner identifying the term or condition the City contends has been materially breached and providing Owner with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement.

b. Failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

2. If Owner concludes that there has been a material breach in the terms of this Agreement by the City, Owner shall serve written notice on the City identifying the term or condition Owner contends has been materially breached and providing the City with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. The following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement.

b. Failure to timely process any application for Site Plan approval or other development authorized by this Agreement.

3. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

4. Notwithstanding any other provisions of this Development Agreement to the contrary, neither party hereto shall be deemed to be in default under this Development Agreement where delay in the construction or performance of the obligations imposed by this Development Agreement are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation (excluding litigation between the City and the Owner), tornadoes, hurricanes, tropical storms or other severe weather events, or any other causes beyond the control of

such party. The time of performance hereunder, as well as the term of this Development Agreement, shall be extended for the period of any forced delays or delays caused or resulting from any of the foregoing causes. The Owner must submit evidence to the City's reasonable satisfaction of any such delay.

P. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid; or ( c) by deposit with an overnight express delivery service with a signed receipt required Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO OWNER:

QOF Inc.  
1477 Overseas Hwy  
Marathon, Fl 33050

TO THE CITY:

George Garrett, City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
(305) 743-0033

With a copy by regular U.S. Mail to:

Steve Williams, City Attorney  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
(305) 743-0033

Q. Annual Report. On each anniversary date of the Effective Date of this Agreement, Owner shall provide the City with a report identifying (a) the amount of development authorized by this Agreement that has been completed (b) the amount of development authorized by this Agreement that remains to be completed, and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last Annual Report.

R. Enforcement. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the State Land Planning Agency may file an action for injunctive relief in the Circuit Court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Section 163.3220-163.3243, Florida Statutes.

S. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. Assignment. This Agreement may not be assigned without the written consent of the parties, which consent shall not be unreasonably withheld.

U. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

V. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement

W. Applicable Laws. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida

X. Litigation/Attorney's Fees; Venue; Waiver of Right to Jury Trial. As between the City and Owner, in the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes but is not limited to~ reimbursement for reasonable attorney's fees and costs incurred with respect to any appellate~ bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida.

THE PARTIES TO THIS AGREEMENT WAIVE THE RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

Y. Use of Singular and Plural. Where the context requires, the singular includes the plural, and plural includes the singular.

Z. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

A.A. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of this Agreement.

B.B. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and

exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

C.C. Recording; Effective Date. The Owner shall record this Agreement in the Public Records of Monroe County, Florida, within fourteen (14) days after the date the last party signs this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the city by the Owner; to which the City shall submit the recorded agreement to the State Land Planning Agency at the Department of Commerce ~~Economic Opportunity~~, Division of Community Planning, 107 Madison Street, Room 22, Tallahassee, Florida 32399 by hand delivery or registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded and received by the Owner or his agents. This Agreement shall become effective after the date the State Land Planning Agency receives its copy pursuant to Section 163.3239, Florida Statutes or within the time frames that may be laid out in any Memorandum of Understanding between the City of Marathon and the Department of Commerce ~~Economic Opportunity~~.

D.D. Date of Agreement. The Date of this Agreement is the date the last party signs and acknowledges this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:

OWNER

QOF Inc. a Delaware Corporation

\_\_\_\_\_  
Signature

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

Name: Michael D. Aranda

Title: President

\_\_\_\_\_  
Name of witness (printed or typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of witness (printed or typed)



On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, The City Council of the City of Marathon approved this Agreement by Resolution No.

ATTEST:

CITY OF MARATHON

\_\_\_\_\_  
City Clerk

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

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

\_\_\_\_\_  
Steve Williams, City Attorney

## CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** October 14, 2025

**To:** Honorable Mayor and Council Members

**From:** Brian Shea, Planning Director

**Through:** George Garrett, City Manager

**Agenda Item:** **Resolution 2025-92**, Consideration Of The Request For A Fourth Amended And Restated Development Agreement Between The City Of Marathon And Marlin Bay Yacht Club, LLC, For The Redevelopment Of Property, Which Is Legally Described As Block 6 Lots 1 Thru 5 & The N 100' Of The S 430' Of Lot 6 And Adjacent Filled Bay Bottom, Marathon Beach Sub PB2-16 And Block 2 Lots 1 Thru 6 Amended Plat Of Yacht Basin Tracts Real Estate Number 00337010-000000, Providing For Conditions And Requirements Of Development, Including But Not Limited To, Buffers, Building Heights, Setbacks, And Other Requirements; Providing For Assignment Of The Development Agreement And Ownership Interest; And Providing For An Effective Date.

---

### RECOMMENDATION:

Staff recommends the following for denial or approval pursuant to the Applicant's request:

- APPROVE – Separation of Marina and residential development pursuant to revised development agreement and unity of title.
- APPROVE – City Manager to sign Unity of Title amendment to achieve the above.

**APPLICANT/OWNER:** Marlin Bay Yacht Club

**AGENT:** Erica Sterling/ Spottswood, Spottswood, Spottswood & Sterling, PLLC

**LOCATION:** Bk 6, Lots 1 Through 5 And The N 100 Feet Of The South 430 Feet Of Lot 6 And Adjacent Filled Bay Bottom, Marathon Beach Subdivision. Nearest Mile Marker 49.

(See Figure 1 – Location Map)

**REQUEST:** The Applicant is seeking the fourth Amendment to their Development Agreement (Resolution P2005-087) to:

“authorize the portion of the Property associated with the marina and the residential development to be sold separately, and subsequently, the residential units to be transferred and conveyed separately pursuant to a Declaration of Protective Covenants, Restrictions and Easements or a Declaration of Condominium (either of the foregoing shall be referred to as a “Declaration”) which will be recorded in the Official Records of Monroe County as provided in the Amendment to the Unity of Title attached hereto as Exhibit F.”

### FUTURE LAND USE MAP DESIGNATION:

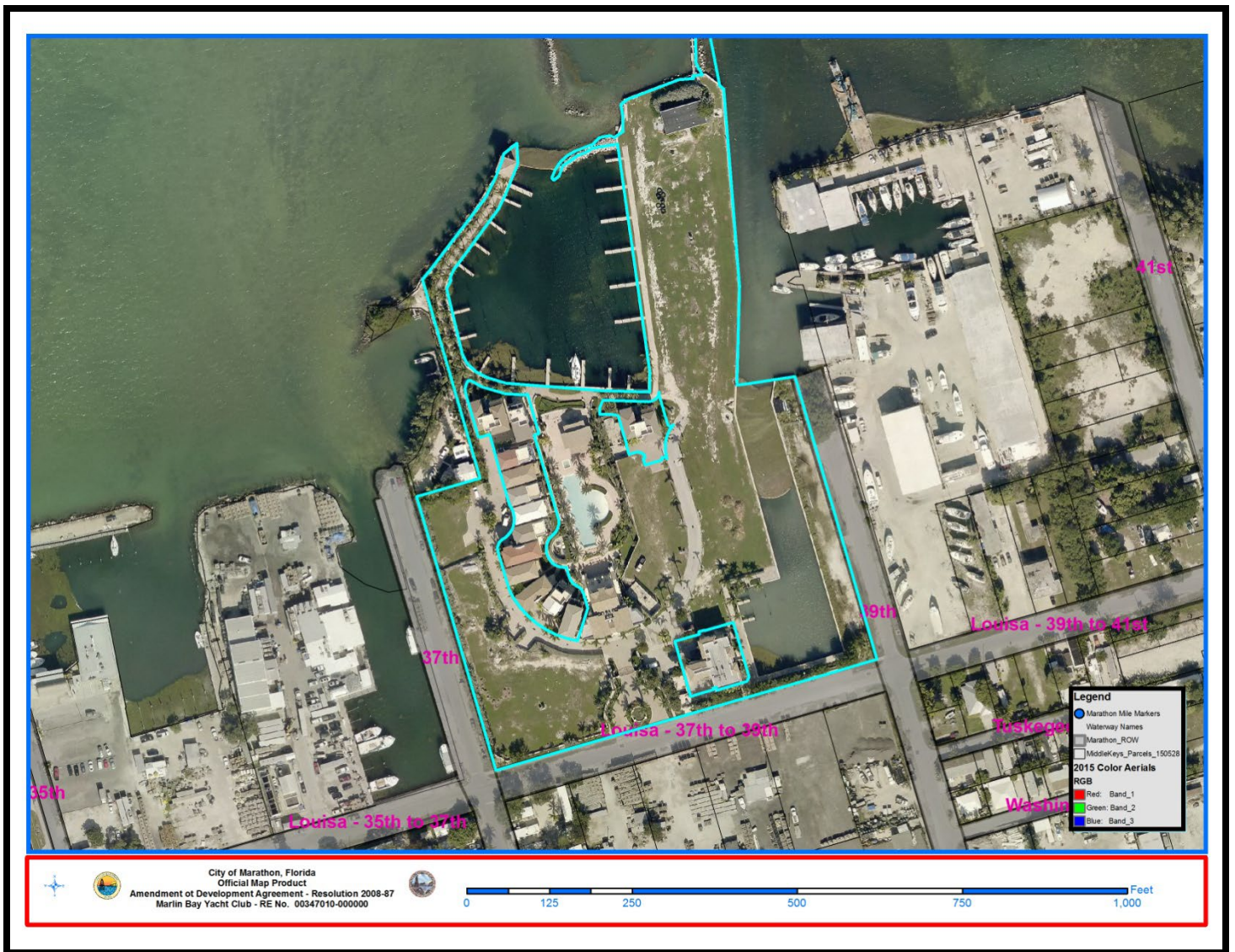
*Current – Residential High (RH) / Mixed Use (MU)*

### ZONING MAP DESIGNATION:

*Current – Residential High (RH) / Mixed Use (MU)*

**PROJECT SIZE:** Approximately 344,069 square feet (7.90 acres) of upland / submerged land

**Figure 1  
Location Map**



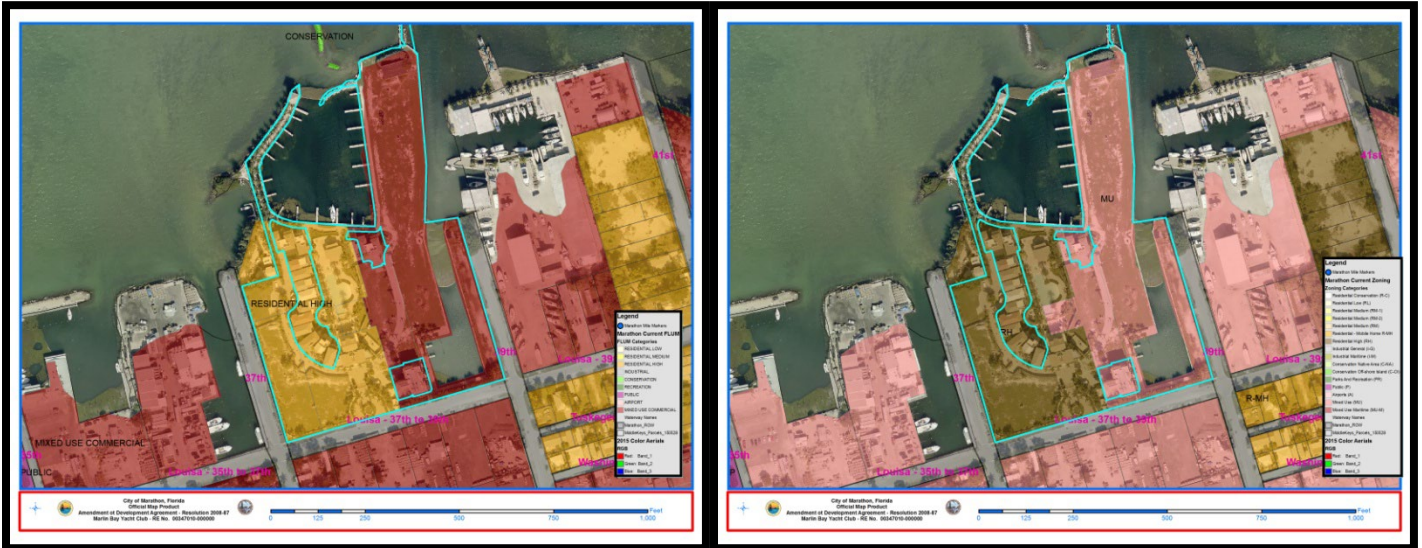
**SURROUNDING FLUM, ZONING AND USES:**

**Table 1 – Surrounding FLUM / Zoning / Uses**

	<u><b>Existing FLUM</b></u>	<u><b>Existing Zoning</b></u>	<u><b>Existing Uses</b></u>
<b>North</b>	NA	Open Water	Open Water
<b>West</b>	Mixed Use (MU)	Mixed Use (MU)	Keys Fisheries
<b>South</b>	Mixed Use (MU)	Mixed Use (MU)	Trap Yards
<b>East</b>	Mixed Use (MU)	Mixed Use (MU)	Affordable & Market Rate Housing

## FLUM / Zoning Maps

**Figure 2**  
**FLUM / Zoning Maps**



### EXISTING CONDITIONS / PROJECT PROPOSAL:

Marlin Bay Yacht Club Development Agreement was approved in Resolution 2005-87 to complete ninety-two (92) residential units on-site and an additional ten (10) affordable housing units off-site. Said Resolution and Development Agreement provided for the renewal and amendment of the Agreement after two (2) public hearings.

Marlin Bay Yacht Club requested a three-year extension to their Development Agreement in August of 2015. The City Council approved a one (1) year time extension with an option for two additional one (1) year extensions at the discretion of and with the approval of the City Council. This was documented and recorded in Resolution 2015-081. An additional condition of the Resolution was to acknowledge that Marlin Bay Yacht Club had met all of their workforce housing requirements as they provided the City with a check for \$750,000 in consideration of one of the options provided in Section C. 5. p. of the original Development Agreement.

The Applicant sought a further extension for five (5) years. This request was granted through Resolution 2016-65. In the interim between 2015 and 2016, Marlin Bay Yacht Club has continued to maintain the property in good condition, finished phase 1 of their marina project begun prior to the original owners entering foreclosure, and they have now completed phase 2 of the marina project. Marlin Bay Yacht Club has sought additional Governor Executive Order extensions from Covid, extending the agreement further. The applicant amended again to allow for the marina to be available to the public, as well as to remove the architectural design standards.

### EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

#### CRITERIA

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



The Applicant is seeking to allow a separate management entity for the marina. The marina is already deemed to have received conditional use approval. By requiring the update of the Marina Operating Permit, the City will ensure compliance with all applicable LDRs and external agency regulations.

Staff finds 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 Applicant is seeking to allow a separate management entity for the marina. The marina is already deemed to have received conditional use approval. By requiring the update of the Marina Operating Permit Objective 4-1.12 and its subsequent policies are being met.

Staff finds 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;**

There would be no significant change in the character of the project. The footprint of the development would remain unchanged. All aspects of life safety requirements would be handled in the permitting of the project and have been duly considered in the proposed and approved site plan.

Staff finds the request is *in compliance* with the requirements of this section.

**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;**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

**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;**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

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

No significant change since approval of the amended Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

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

No significant change since approval of the original Agreement.

Staff finds 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;**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

**5. Utilities, with reference to location and availability;**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

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

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

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

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

**8. Required yards and other open space;**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

**9. General compatibility with surrounding properties; and**

No significant change since approval of the original Agreement.

Staff finds the request is *in compliance* with the requirements of this section.

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

With the change in the marina from private ownership by the Yacht Club members and “nonmembers” to a public marina, the Development agreement needs to be updated and incorporated into the Marina Operating Permit. With the separate entity managing the Marina portion of the site, the Marina Operating Permit will need to be updated to their information, and still adjusted as each slip is converted back to a private slip when the associated building right is constructed.

Staff finds the request is *in compliance* with the requirements of these sections.

**CONCLUSION:**

Staff review of the proposed changes to the Development Agreement for Marlin Bay Yacht Club has found it to be compliant with the Comprehensive Plan and LDRs.

**RECOMMENDATION:**

Staff recommends the following for denial or approval pursuant to the Applicant's request:

- APPROVE - Separation of Marina and residential development pursuant to revised development agreement and unity of title.
- APPROVE – City Manager to sign Unity of Title amendment to achieve the above.

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-92**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MARATHON AND MARLIN BAY YACHT CLUB, LLC, FOR THE REDEVELOPMENT OF PROPERTY, WHICH IS LEGALLY DESCRIBED AS BLOCK 6 LOTS 1 THRU 5 & THE N 100' OF THE S 430' OF LOT 6 AND ADJACENT FILLED BAY BOTTOM, MARATHON BEACH SUB PB2-16 AND BLOCK 2 LOTS 1 THRU 6 AMENDED PLAT OF YACHT BASIN TRACTS REAL ESTATE NUMBER 00337010-000000, PROVIDING FOR CONDITIONS AND REQUIREMENTS OF DEVELOPMENT, INCLUDING BUT NOT LIMITED TO, BUFFERS, BUILDING HEIGHTS, SETBACKS, AND OTHER REQUIREMENTS; PROVIDING FOR ASSIGNMENT OF THE DEVELOPMENT AGREEMENT AND OWNERSHIP INTEREST; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, by Resolution 2008-087, the City Council of the City of Marathon, Florida (the "City") approved a Development Agreement (the "Agreement"), for Marlin Bay Yacht Club ("Marlin Bay"), a copy of which is attached as Exhibit "A", and

**WHEREAS**, Section C. 2. A. & b. of the Agreement provides that the Agreement shall remain in effect for ten (10) years from its effective date with an option to extend the Agreement; and

**WHEREAS**, Section C. 14. B. provides for renewal of the Agreement after legal public notice and two (2) public hearings;

**WHEREAS**, the City Council approved the first Amendment to the Development Agreement documented in Resolution 2015-081, allowing a one (1) year time extension and the option for two (2) additional one (1) year time extensions; and.

**WHEREAS**, the City Council approved the second Amendment to the Development Agreement documented in Resolution 2021-21.

**WHEREAS**, the City Council approved the third Amendment to the Development Agreement documented in Resolution 2024-15.

**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 Development Agreement is amended to allow the marina to be owned by a separate operating entity.

**Section 3.** This resolution shall take effect immediately upon its review and approval by Florida Commerce.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>th</sup> DAY OF OCTOBER 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

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SPACE ABOVE LINE BLANK FOR RECORDING PURPOSES

**FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR THE MARLIN BAY YACHT CLUB**

**THIS FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE MARLIN BAY YACHT CLUB** (“Agreement”) is entered into by and between MARLIN BAY YACHT CLUB, LLC, a Florida limited liability company (“Owner”), and the CITY OF MARATHON, a Florida municipal corporation (“City”), pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2023), and Sections 102.29, 102.30, 102.31, and 102.32 of the City Code of Ordinances (“City Code”), and is binding on the “Effective Date” set forth herein.

**WITNESSETH:**

**WHEREAS**, Marlin Bay Yacht Club, LLC, a Florida limited liability company, is the Owner of approximately eight (8) contiguous acres of land (“Property”) in the corporate limits of the City of Marathon, Florida, more particularly described in the legal description attached hereto as Exhibit “A”; and

**WHEREAS**, the previous owner Sandler at Greater Marathon Bay, L.L.C. (“Sandler”) and City entered into the “Development Agreement for the Marlin Bay Yacht Club” (“Original Development Agreement”), approved by the City by Resolution 2005-087 attached hereto as Exhibit “B” and incorporated herein by reference, which became effective on or about August 23, 2005, and which approved and authorized the redevelopment of the Property; and

**WHEREAS**, by Resolution 2015-081, the City Council of the City approved the First Amended and Restated Development Agreement for The Marlin Bay Yacht Club (“First Amended Agreement”), attached hereto as Exhibit “C” and incorporated herein by reference; and

**WHEREAS**, by Resolution 2021-29, the City Council of the City approved the Second Amended and Restated Development Agreement for The Marlin Bay Yacht Club (“Second Amended Agreement”), attached hereto as Exhibit “D” and incorporated herein by reference; and

**WHEREAS**, by Resolution \_\_\_\_\_, the City Council of the City approved the Third Amended and Restated Development Agreement for The Marlin Bay Yacht Club (“Third Amended Agreement”) attached hereto as Exhibit “E” and incorporated herein by reference; and,

**WHEREAS**, this Agreement shall control over the Original Development Agreement, the First Amended Agreement, the Second Amended Agreement and the Third Amended Agreement should a conflict arise; and

**WHEREAS**, the Original Development Agreement, as subsequently amended, authorized the Owner, or its successors in title, to redevelop the Property as ninety-two (92) residential dwelling units, and a clubhouse and other accessory uses including commercial floor area and a marina; and

**WHEREAS**, subsequent to the approval of the Third Amended Agreement, the Owner has entered into an agreement for the sale of the Property and requested certain amendments to the Third Amended Agreement, set forth herein, and the City agrees that these amendments are desirable due to the structure of the sale of the Property, and are consistent with the City's Comprehensive Plan and applicable Land Development Regulations (“LDRs”), and will further the health, safety, welfare, and goals of the residents of the City, and that the Original Development Agreement, as amended previously, should be amended as specifically provided herein; and

**WHEREAS**, at the time Sandler and City entered into the Original Development Agreement, the Property was in a deteriorated condition, with numerous unlicensed cesspits and an unlicensed septic system for which the operating permit had been revoked by the Department of Health, lacking any stormwater management system or erosion control measures, and having unstable shoreline stabilization structures and nonconforming structures that were highly vulnerable to storm events; and

**WHEREAS**, the City desired, and continues to desire, the redevelopment of the Property in order to protect the environment and provide the residents of the City a clean, healthy environment, through the removal of cesspits, the replacement of substandard on-site wastewater treatment, and the implementation of effective stormwater management and shoreline stabilization plans, as well as to allow redevelopment which would substantially enhance ad\_valorem taxes generated by the Property, thereby contributing to economic stability for the City and its citizens; and

**WHEREAS**, the Property now has structures in compliance with all applicable FEMA regulations, Florida Department of Health regulations, the Florida Department of Environmental Protection (“DEP”) regulations, South Florida Water Management District (“SFWMD”) regulations, applicable building codes and the City Code, including setback, open space, stormwater, shoreline stabilization, and landscape buffer yard criteria; and

**WHEREAS**, the Property has been connected to the City’s wastewater treatment system as required and as provided in Ordinance 02-07-12; and

**WHEREAS**, the Owner has received construction completion certification from SFWMD related to the stormwater management system serving the Property, thereby providing a substantial environmental benefit through retaining, detaining, treating, and managing stormwater runoff and

eliminating the untreated discharge of stormwater under the historical and existing conditions on the Property; and

**WHEREAS**, as part of the Property redevelopment, the Owner will provide substantial public benefit by maintaining parallel parking and sidewalks constructed along Louisa and 37<sup>th</sup>, streets and provide landscaping and stormwater management facilities associated with these parking and sidewalk facilities; and

**WHEREAS**, the proposed redevelopment is permissible and appropriate for the City's Comprehensive Plan Future Land Use Map designations of Residential High and Mixed Use applicable to the Property, which allow high-density, single-family and mixed-use development along with various types of residential and non-residential uses; and

**WHEREAS**, the portion of the Property on which the Gulfstream Mobile Home Park was located previously was zoned Urban Residential Mobile Home (URM), the purpose of which is to recognize the existence of existing mobile home parks when the Transitional Comprehensive Plan and City Code were adopted, but due to the redevelopment of the Property, this portion of the Property was more appropriately rezoned to Urban Residential (UR), and therefore Sandler applied for a rezoning of the portion of the Property on which the Gulfstream Mobile Home Park was located from URM to UR and was granted approval by the City Council of said rezoning on May 25, 2005 in Ordinance 2005-11; and

**WHEREAS**, the portion of the Property on which the Gulfstream Mobile Home Park was previously located currently has a Residential High (RH) Land Use District (Zoning) designation and a corresponding Residential High Future Land Use Map Designation; and

**WHEREAS**, the balance of the Property currently has a Mixed-Use (MU) Land Use District (Zoning) designation and a corresponding Mixed-Use Commercial Future Land Use Map Designation; and

**WHEREAS**, the redevelopment as approved in this Agreement meets the RH and MU density and intensity standards of City Code Section 103.15.2; and

**WHEREAS**, pursuant to City Code Sections 103.15.1, 103.15.2, and 103.15.3, detached residential dwelling units, low- and medium-intensity commercial retail uses, and accessory uses are allowed as of right, and restaurants, duplex and multifamily dwelling units, resort lodging, and sale of alcohol are allowed with conditional use approval from City Council within the Mixed-Use (MU) district; and

**WHEREAS**, pursuant to Section 103.15 and Table 103.15.1 of the LDRs, duplex and multi-family residential development consisting of four (4) or fewer dwelling units per residential building is permitted as of right in areas designated Residential High and permitted with conditional use approval in areas designated Mixed-Use Commercial under the City's Comprehensive Plan, subject to applicable density standards in Table 1-1 of the City's Comprehensive Plan and Table 103.15.2 of the LDRs; and

**WHEREAS**, pursuant to Section 103.15 and Table 103.15.1 of the LDRs, resort lodging use is permitted in Mixed-Use (MU) Land Use Districts with conditional use approval from the City Council, subject to applicable density standards in Table 1-1 of the City's Comprehensive Plan and Table 103.15.2 of the LDRs; and

**WHEREAS**, the City has determined that ninety-two (92) residential dwelling units were existing on the Property at the time of the 1990 Census, which formed the basis of the City's Building Permit Allocation System ("BPAS") exemptions, and that the redevelopment of these 92

residential dwelling units will not increase the number of residential dwelling units on the Property above that existing as of the 1990 Census, and therefore these 92 residential dwelling units are exempt from BPAS requirements of City Code Chapter 107, Article 1 and will not require further allocations; and

**WHEREAS**, the City has determined in the Original Development Agreement that eleven thousand five hundred three (11,503) square feet of nonresidential development on the Property previously existed and is exempt from the City's BPAS requirements; and

**WHEREAS**, the City has determined that the redevelopment will not adversely affect hurricane evacuation clearance time because the number of residential dwelling units on the Property will not increase beyond the number of residential dwelling units previously existing on the Property; and

**WHEREAS**, thirteen (13) residential dwelling units developed on the Property currently have valid vacation rental licenses issued by the City of Marathon and are rented by the week; and

**WHEREAS**, the Property is a highly disturbed, fully developed upland site which does not contain wetlands, listed species habitat, or other environmentally sensitive habitat, and therefore is an appropriate and preferred site to support redevelopment; and

**WHEREAS**, the redevelopment promotes and furthers the following Principles for Guiding Development for the Florida Keys Area of Critical State Concern (the "Principles") as set forth in Section 380.0552(7), Florida Statutes (2020):

- (b) Protecting shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (c) Protecting upland resources, tropical biological communities, freshwater wetlands, native tropical vegetation (for example, tropical hammocks and pinelands), dune ridges and beaches, wildlife and their habitat.

(d) Ensuring the maximum well-being of the Florida Keys and its citizens through sound economic development.

(e) To limit adverse impacts of development on the quality of water throughout the Florida Keys.

...

(h) Protecting the value, efficiency, cost-effectiveness, and amortized life of existing and proposed major public investments, including:

...

2. Sewage collection and disposal facilities; and

**WHEREAS**, this Agreement is consistent with the above-cited provisions of the Principles for Guiding Development for the Florida Keys Area of Critical State Concern; and

**WHEREAS**, the public has been provided notice of the parties' intent to consider entering into this Agreement by advertisement published in a newspaper of general circulation and readership in the City, posting the Property subject to this Agreement, and mailing notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the Owner of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

**WHEREAS**, the City Council held advertised public hearings on \_\_\_\_\_ and \_\_\_\_\_ to consider this Agreement, the recommendations of the City staff, and to accept and encourage public input, and has considered such recommendations and any comments by members of the public; and

**WHEREAS**, the City Council has determined that this Agreement is consistent with the City's Comprehensive Plan, is in the public interest, and will further the health, safety, welfare, and goals of the residents of the City.

**NOW, THEREFORE**, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



**A. RECITALS.** The recitals set forth in the preceding “Whereas” clauses are incorporated herein and form a material part of this Agreement.

**B. PURPOSES OF AGREEMENT.** The purposes of this Agreement are as follows:

1. To recognize and confirm that the 92 residential dwelling units on the Property determined by the City in the Original Development Agreement as BPAS-exempt and eleven thousand five hundred three (11,503) square feet of commercial floor area on the Property is vested and BPAS-exempt, and that the exemptions continue under this Agreement.

2. To authorize the development of Residential Units at the Property.

3. To allow the boat slips to be rented to the public without membership or ownership of a Residential Unit.

4. To authorize the portion of the Property associated with the marina and the residential development to be sold separately, and subsequently, the residential units to be transferred and conveyed separately pursuant to a Declaration of Protective Covenants, Restrictions and Easements or a Declaration of Condominium (either of the foregoing shall be referred to as a “Declaration”) which will be recorded in the Official Records of Monroe County as provided in the Amendment to the Unity of Title attached hereto as Exhibit F .

5. To authorize certain modifications to the redevelopment of the Property as expressly and specifically set forth herein, pursuant to certain standards and processes expressly and specifically identified herein.

**C. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings. Terms not defined in this Agreement shall be as defined in the City's Comprehensive Plan, City Code, LDRs, or Chapter 163, Part II, Florida Statutes, or, if not defined in these sources, shall be understood by their usual and customary meaning.

1. **“Agreement”** shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220-163.3243, inclusive, Florida Statutes.

2. **“City Code”** shall refer to the Code of Ordinances of the City of Marathon in existence on the effective date of this Agreement.

3. **“Comprehensive Plan”** shall refer to the City’s Comprehensive Plan, effective July 5, 2005.

4. **“Development” or “Redevelopment”** shall refer to the redevelopment of the Property as approved in this Agreement.

5. **“Dwelling Unit”** shall refer to a dwelling unit as defined in Chapter 110, Article 3 – Defined Terms of the Code: “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 and transient residential development.”

6. **“Effective Date”** shall refer to the date this Agreement becomes effective, as set forth herein

7. **“First Amended Agreement”** shall mean the “First Amended and Restated Development Agreement for the Marlin Bay Yacht Club” passed by City in Resolution 2015-081.

8. **“Florida Department of Economic Opportunity”, “DEO” and “state land planning agency”** shall mean and refer to the “state land planning agency” as defined in Chapter 163, Part II, Florida Statutes.

9. **“Land Development Regulations” or “LDRs”** shall mean the City of Marathon Land Development Regulations found in the City Code Appendix A.

10. **“Land Use Plan”** shall mean the Future Land Use Element and Future Land Use Map of the City’s Comprehensive Plan.

11. **“Owner”** shall refer to the Owner(s) of the Property subject to this Agreement.

12. **“Original Development Agreement”** shall mean the "Development Agreement for the Marlin Bay Yacht Club" approved by the City in Resolution 2005-087.

12. **“Residential Unit”** shall mean a dwelling unit intended for permanent lodging for periods lasting more than thirty (30) days or rented as a vacation rental.

13. **“Property”** shall refer to one or more of the parcels of real property located in the City that are the subject of this Agreement as set forth in Section D.1.b. of this Agreement.

14. **“Public facilities”** means those facilities identified in Section 163.3221, Florida Statutes (2019), and as set forth herein.

15. **“Transient Unit”** shall mean a dwelling unit intended for transient lodging for periods not exceeding thirty (30) days.

16. **“Vacation Rental”** shall mean a dwelling unit rented for not less than seven (7) days and not more than twenty-eight (28) days.

**D. TERMS OF AGREEMENT.**

**1. Ownership, Legal Description, and Unity of Title.**

a. **Ownership.** The Owner of the Marlin Bay Yacht Club as of the date of execution of this Agreement is Marlin Bay Yacht Club, LLC, a Florida limited liability company whose address is 9100 S. Dadeland Blvd., Suite 1500, Miami, FL 33156.

b. **Legal Description.** The legal description of Marlin Bay Yacht Club subject to this Agreement is included in the Marlin Bay Yacht Club Site Data Sheet, attached

hereto as Exhibit "A." The term "Property" as used in this Agreement shall mean and refer to the properties described in Exhibit "A."

c. **Unity of Title.** The Property referred to herein above shall be considered as one plot and parcel of land, and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except as provided in the Amendment to the Unity of Title attached hereto as Exhibit F.

**2. Duration of Agreement, Agreement Renewal.**

a. **Duration of Agreement.** This Agreement shall remain in effect for a period of nine (9) years commencing on the Effective Date set forth below.

b. **Agreement Renewal.** This Agreement may be renewed or extended as provided herein.

**3. Vested Development.** Prior to redevelopment of the Property, the following development existed and is vested on the Property, which said vested development rights shall not expire: one hundred fifteen (115) boat wet slips; eleven thousand five hundred and three (11,503) square feet of commercial floor area; ninety-two (92) residential dwelling units; and a swimming pool.

**4. Development Authorized; Approval of Conceptual Site, including Densities and Intensities; Permitted Uses.**

a. **Conceptual Site Plan; Minor Revisions; Final Site Plan.** This Agreement approves and authorizes specific development types, uses, density, intensity, schematics, and a Conceptual Site Plan for the development of the Marlin Bay Yacht Club. The development approved and authorized for the Property by this Agreement is vested under this Agreement. That development consists of the following:

(i) Twenty-one (21) Dwelling Units already developed as of the Effective Date, thirteen (13) of which are utilized as Vacation Rentals and eight (8) of which are maintained as affordable housing units.

(ii) Thirty-five (35) total Dwelling Units utilized as Vacation Rentals on the Property as depicted on the Conceptual Site Plan for the Marlin Bay Yacht Club attached hereto as Exhibit “G”, and accessory uses.

(iii) The eight (8) developed Dwelling Units in the Dockmaster Building maintained as affordable housing units may be converted to market rate Residential Units in accordance with D.5.o(ii) below.

(iv) Up to Fifty seven (57) market rate Residential Units on the Property as depicted on the Conceptual Site Plan for the Marlin Bay Yacht Club attached hereto as Exhibit “G”, and accessory uses.

(v) Eleven thousand five hundred (11,500) square feet of commercial space, which is being redeveloped as the dockmaster store, a restaurant, and other accessory structures and facilities as described in this Agreement and depicted on the Conceptual Site Plan.

Any subsequent site plans, site plan approvals and building permits shall substantially comply with the Conceptual Site Plan; provided, however, that the final site plan may deviate from the Conceptual Site Plan to accommodate: (1) refinements to the development plan including minor shifts in location of thirty-five (35) feet or less in the structures, roadways, pathways, and swimming pool configurations; (2) changes to the building type or number of Dwelling Units, so long as the density set forth in this Agreement is not exceeded; or (3) modifications that are necessary to meet regulatory requirements imposed by any other governmental entity. The site

plan meets all applicable setback, open space, landscape buffer, parking and building height requirements and such requirements shall not be varied unless the Owner obtains a variance pursuant to applicable provisions of the City Code or LDRs.

**b. Structures.** Attachment 1 depicts the Conceptual Site Plan for the Dwelling Units.

Dock master facility
In-ground fuel tanks and fuel station
Seawall, marginal docks, finger piers, mooring piles, 99 boat slips
Up to 92 Dwelling Units
Clubhouse
Pool and pool restrooms
Paved pool deck and fountain
Observation deck
Pool pavilion
Restaurant
Sidewalks and retaining walls
Storage
Gate house
Advanced Wastewater Treatment plant
Trash compactor
Mail kiosk
Roadways and parking
Utilities infrastructure
Stormwater management system

**c. Commercial Floor Area Approved Under This Agreement.**

Pursuant to the Original Development Agreement, the Owner, or its successors in title, is vested to reconstruct a total of eleven thousand five hundred and three (11,503) square feet of commercial floor area or non-residential development on the Property without being subject to BPAS requirements. Total commercial floor area redevelopment on the Property approved by this

Agreement is eleven thousand five hundred (11,500) square feet, as depicted on the Conceptual Site Plan. This commercial development will be used as retail, low- and medium-intensity, restaurant and office uses, or a combination thereof. No subsequent commercial floor area development may be approved beyond the vested commercial floor area, except as may be allowed under the LDRs.

**d. Permitted Uses.** This Agreement authorizes non-accessory commercial uses including low and medium-intensity retail, restaurant, resort lodging, sale of alcoholic beverages, and office uses, upon Owner, or its successors in title, being granted conditional use approvals for each use necessary. Accessory uses, to be developed as amenities ancillary and subordinate to, and which will serve the redevelopment on the Property consist of the dockmaster office, clubhouse, activities room, and the pool and pool pavilion.

**e. Marina.**

**(i)** The marina may consist of ninety-nine (99) wet slips that are open to the public and may be rented to vessel owners that do not own or occupy a Dwelling Unit on the Property or have a membership. The ninety-nine (99) wet slips may be utilized by boaters that may reside on the vessel for up to six (6) months in a twelve (12) month period, and related facilities that will be owned and operated by the Marlin Bay Yacht Club, or any subsequent owner, which may or may not be the same owner of the residential development or units described in Paragraph 4(a) above.

**(ii)** The Owner shall provide one (1) parking space per two (2) wet slips at the marina as required under Table 107.46.1 of the LDRs applicable to marinas for use of the marina and related facilities.

(iii) Pursuant to Chapter 102, Article 13 of the LDRs, the marina is deemed to have obtained a conditional use permit as of May 23, 2007.

(iv) Pursuant to Chapter 102, Article 24 of the LDRs, the marina is required to update and maintain a Marina Operating Permit, which will incorporate this Development Agreement pursuant to Section 102.147.

**5. Development Conditions.** The following conditions, terms, restrictions, and other requirements are determined by the City to be necessary for the public health, safety, and welfare of its citizens as specifically provided herein:

**a. Building Height.** Buildings may be constructed to a maximum height of Forty-two (42) feet.

**b. Setbacks.** There is no undisturbed or unaltered shoreline on the Property. The setback provisions of the City Code apply to the redevelopment of the Property, unless the Owner elects to apply the setbacks provided in the LDRs to the redevelopment of the Property. With the recordation of the 'Unity of Title', internal setbacks are not required other than for fire safety.

**c. Utilities, Lighting, and Signage.** Utilities, lighting, and signage shall comply with all applicable requirements of the City Code. The Owner shall install all utilities underground where practicable and shall screen all utility facilities. The Owner shall utilize shaded light sources to illuminate all signs, facades, buildings, parking and loading areas, and shall arrange such lighting to eliminate glare to parcels lying outside the Property. No intermittent or flashing lights or flashing signs shall be allowed.

**d. Landscaping.** Seventy percent (70%) of all required plants installed and maintained shall be Florida Keys native plants that are suitable for the site conditions



and are a species typical of the Middle Keys. The Owner shall remove all Category I invasive exotic plants on the Property. The Owner shall provide landscaping for all parking areas in accordance with Section 107.66 of the City Code. The Owner shall maintain a landscape buffer where the RH district abuts the MU district on the west and south property lines in accordance with Section 107.70 of the City Code.

**e. Parking.** The redevelopment shall comply with the parking criteria as required by Section 107, Article 6 of the City Code.

**(i)** The Owner shall provide two (2) parking spaces per Residential Unit pursuant to City Code Table 107.46.1.

**(ii)** Pursuant to City Code Section 107.47, the Owner shall provide one (1) parking space for each 500 square feet of floor area used for commercial purposes.

**f. Offsite Street Improvements.** Pursuant to the Original Development Agreement, Owner has provided the following offsite street improvements to the portion of Louisa Street between 37<sup>th</sup> and 39<sup>th</sup> streets: the construction and maintenance of sidewalks; the installation and maintenance of traffic calming devices; landscaping on the side of Louisa Street bordering the Property; and other improvements.

**g. Internal Infrastructure.** The underground infrastructure, water and sewer serving the residential Dwelling Units shall be completed before a certificate of occupancy may be issued for the unit.

**h. Fire Safety.** The Owner shall provide fire wells and other such fire protection facilities as required by the Life Safety Code administered by the City Fire Department. Fire sprinklers will be installed in all Dwelling Units, the clubhouse, the restaurant and the dockmaster office.

**i. Open Space Ratio.** Pursuant to City Code Section 106.16, a minimum of 20% open space is required. The Owner will maintain a minimum of 20% open space on the Property.

**j. Wind Load.** Pursuant to the Original Development Agreement, the Owner shall construct all structures on the Property, including doors, windows, and cladding, to withstand the mile per hour peak winds as specified in the Building Code.

**k. Energy Efficiency.** Pursuant to the Original Development Agreement, the Owner shall construct all residential structures in conformance with the specifications of the State of Florida Energy Efficiency Code for Building Construction (State Energy Code).

**l. Permits from Other Regulatory Entities.** Other agency permits may be required as provided by applicable law prior to the City's issuance of building permits for redevelopment of the Property. The Owner shall obtain all necessary permits from other local, regional, State and federal regulatory entities and provide copies of each to the City within a reasonable time after such permits are issued.

**m. Compliance with RH and MU District Requirements.** The proposed redevelopment on the Property consists of up to Ninety-two (92) Dwelling Units and accessory uses, and eleven thousand five hundred (11,500) square feet of commercial floor area, and a marina. Any redevelopment on the Property which is not a use that is permitted as of right as provided in the City Code provisions applicable to the RH and MU land use districts will obtain applicable development approvals as provided under the City Code and this Agreement. Pursuant to Chapter 102, Article 13 of the LDRs, the marina is deemed to have obtained a conditional use permit as of May 23, 2007.

**n. Stormwater Management.** The development shall comply with the stormwater management criteria in City Code Chapter 107, Article 11 and as approved by the SFWMD. The development will meet all applicable federal, state, regional, and local stormwater management requirements, including any applicable requirements pursuant to the National Pollutant Discharge Elimination System (NPDES) permit issued by the Florida Department of Environmental Protection for the City of Marathon in February 2005 prohibiting direct discharges into Outstanding Florida Waters.

**o. Affordable Housing.** Pursuant to the First Amended Agreement, the Owner has provided affordable housing as follows:

(i) Owner provided and maintained eight (8) affordable housing units on the Property. Four (4) of these units are deed-restricted to allow rental only by persons having an annual income of no greater than one hundred twenty percent (120%) of the median income of residents of Monroe County, Florida, and four (4) of these units are deed-restricted to only allow rental by or sale to persons having an annual income of no greater than one hundred sixty percent (160%) of the median income of residents of Monroe County, Florida. These deed restrictions were recorded in the public records of Monroe are effective for fifty (50) years from the date of recordation and shall automatically renew for two (2) 50-year periods. Owner has entered into an agreement with the Middle Keys Community Land Trust ("MKCLT") to perform income qualification evaluation for renters of units on an annual basis and for purchasers of the units at the time of sale of a unit. Such agreements were approved by the City Attorney and executed by the parties prior to issuance of certificates of occupancy for these units. The

certificates of occupancy for these 8 affordable housing units were obtained prior to or contemporaneously with the certificates of occupancy for the first twenty-six (26) market rate residential dwelling units constructed on the Property.

(ii) Notwithstanding the above, Owner may elect to remove the affordable deed restrictions on the eight (8) units maintained as affordable units described in (i) above by:

- 1) Developing at least eight (8) deed-restricted affordable housing units off-site of the Property within the City of Marathon. The City shall cooperate in removing the affordable deed restrictions simultaneously with recording of the deed restriction(s) for the off-site affordable housing units;
  - a. The Owner must first obtain eight (8) market rate units through the BPAS process, or find them on the open market and complete the TBR process.
    - i. As the existing affordable housing units already exist, these cannot be used to meet the criteria set forth in Section 107.18.
  - b. The off-site affordable housing units must be constructed to meet or exceed the scoring criteria as set forth in Section 107.09 of the LDRs.
  - c. The off-site affordable housing units must be constructed to meet or exceed the square footage, number of bedrooms, and number of bathrooms in the existing affordable units.

- d. The deed restrictions for the relocated affordable units must then have a term of 99 years, with two automatic renewals, rather than the fifty (50) year periods as set forth in 5(p)(i) above.

**(iii)** In addition, Owner has exercised Option III from the First Amended Agreement for the provision of the ten (10) offsite affordable housing units in the City of Marathon. Pursuant to Option III, Owner paid the City a sum of seven hundred fifty thousand dollars (\$750,000) to be used for the provision of affordable/workforce housing within the City of Marathon.

**p. Additional Conditions by Mutual Agreement.** Nothing in this Agreement shall preclude the parties from applying additional conditions, by mutual written consent, during the final permitting approval process.

**6. Public Utilities; Concurrency, Impact Fees.** Pursuant to the Original Development Agreement, the following identifies the public facilities that are required and that will service the development authorized by this Agreement; who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

**a. Potable Water.** Domestic potable water is provided by the Florida Keys Aqueduct Authority.

**b. Electric Service.** Electric service is provided by Florida Keys Electric Cooperative.

**c. Solid Waste.** Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

d. **Fire Service.** Fire service is provided by the Marathon Fire Department.

e. **Concurrency.** All public facilities identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development.

f. **Wastewater.** Wastewater treatment for the redevelopment of the Property is provided by the City's central wastewater treatment plant as required and provided in Ordinance 02-07-12.

g. **Public Recreational facilities.** Public recreational facilities shall be addressed through impact fees, if any.

h. **Impact Fees.** Any increased impacts on public facilities or public services attributable to each unit of the development, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any applicable City impact fees required by ordinance then in effect, as well as by payment by the Owner of any applicable utility system development fees. Owner agrees to pay impact fees pursuant to any applicable impact fee ordinances adopted as of the date of execution of the Original Development Agreement. Any impact fees required to be paid by Owner pursuant to any such impact fee ordinances will be offset by the dollar amount paid by Owner toward the provision of any improvements which are the subject of said impact fee ordinances.

i. **Traffic Study.** As required by the Original Development Agreement, the Owner performed a Level III traffic study to assess the project's vehicle traffic impacts on U.S. 1. Because the traffic study demonstrated that redevelopment of the Marlin Bay

Yacht Club would not result in traffic impacts above those generated by the development previously existing on the Property, as previously documented, no traffic impact mitigation was or shall be required for the redevelopment of the Marlin Bay Yacht Club as contemplated by this Agreement.

**7. Reservations or Dedications of Land for Public Purposes.** The parties anticipate that the Owner may reserve or dedicate land for public purposes in connection with the development authorized by this Agreement but are currently unaware of the specifics of such reservation(s) or dedication(s). Such reservations or dedications may include, by way of example, easements necessary for the provision of stormwater, utility, and wastewater services to the Property.

**8. All Local Permits Approved or Needed.**

**a. Development Approvals.** The following City development approvals have been obtained or are needed for the development authorized by this Agreement:

**(i) Site Plan.** Final site plan approval by the City building official, fire marshal, and planning staff has been obtained for the redevelopment of the Property, confirming compliance with the applicable City Code requirements and this Agreement.

**(ii) Conditional Use Approvals.** Conditional use approvals by the City Council confirming compliance with this Agreement and applicable City Code requirements. Conditional use approvals are needed for live-aboard vessels, resort lodging, restaurants and the sale of alcoholic beverages in the MU zoning district.

**(iii) Building Permits.** As of right building permits will be issued, as provided pursuant to the City Code, for each Residential Unit as well as for the clubhouse, the pool facilities, the dockmaster facility, commercial floor area, and other individual

structures. The overall site permit approval addresses the landscaping, parking, paths, setback, open space and other associated items.

**b. Review.** Pursuant to the Original Development Agreement and except as otherwise provided in Section D.4.a. herein, no further review or discretionary review will be required by the City, it being agreed that the development, as depicted on the approved Conceptual Site Plan attached hereto, requires only the above development approvals, so long as the final site plan substantially complies with the Conceptual Site Plan approved under this Agreement. No development of commercial space exceeding eleven thousand five hundred and three (11,503) square feet is permitted.

**c. Compliance.** Nothing in this Agreement shall be deemed to obviate the Owner's compliance with terms and provisions of each such identified approval.

**d. Completeness.** The parties acknowledge that the Owner has submitted all information necessary for review under the City Code.

**9. Mutual Cooperation.** The City agrees to cooperate with the Owner in a timely manner in providing and/or granting all permits, licenses, approvals, or consents necessary or appropriate to fully implement this Agreement. The City and the Owner agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

**10. Development to Comply with Permits and City Comprehensive Code and Code Provisions.** The redevelopment of the Property described in and authorized by this Agreement shall be developed in accordance with all applicable provisions of the City's Comprehensive Plan and City Code in effect on the Effective Date of this Agreement. The redevelopment of the Property shall be constructed in accordance with all specified permit conditions. No certificate of occupancy for an individual building shall be issued until the City



approves all plans for that building and the Owner has complied with all conditions in the permit issued by the City and other regulatory entities for that building.

**11. Finding of Consistency.** The City of Marathon finds that the development authorized herein is consistent with the City Code, and with the City's Comprehensive Plan and LDRs as applicable.

**12. Compliance with Permits, Terms, Conditions, and Restrictions not Identified Herein.** The failure of this Agreement to address a particular permit requirement, condition, term, or restriction shall not relieve the Owner of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

**13. Governing Laws.**

**a. Controlling Regulations.** For the duration of this Agreement, all approved development on the Property shall comply with and be controlled by this Agreement and by the provisions of the City Code or the City's Comprehensive Plan and LDRs as applicable. The parties do not anticipate the application of subsequently adopted laws and policies to the Property except as expressly provided in this Agreement.

**b. Subsequently Adopted Laws and Policies.** Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that: (a) the new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement; (b) the new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they apply to the development that is subject to this Agreement; (c) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of

approval of this Agreement; or (d) the Agreement is based on substantially inaccurate information supplied by the Owner. Redevelopment of the Property shall not be subject to any moratoria or other restrictions on redevelopment, including the redevelopment of existing mobile home parks, which may be established or otherwise imposed in any manner or at any time by the City. Nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

**c. State or Federal Laws.** If State or federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant state or federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common or statutory law.

**14. Amendments, Renewal, Revocation and Termination.** This Agreement may be amended, renewed, or terminated as follows:

**a. Amendments.** As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest; an instrument in writing signed by the parties or their successors shall accomplish an amendment under this provision.

**b. Renewal.** As provided in Section 163.3229, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the following public hearing requirements in Section 163.3225, Florida Statutes: the City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Monroe

County, Florida, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

**c. Termination by Owner.** This Agreement may be terminated by the Owner or their successor(s) in interest following a breach of this Agreement, upon written notice to the City as provided in this Agreement.

**d. Revocation by City.** Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked by the City if the City finds, on the basis of competent substantial evidence, that there has been a failure to comply with the terms of this Agreement.

**e. Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties.**15. Breach of Agreement and Cure Provisions.**

**a. Written Notice on the Owner.** If the City concludes there has been a material breach of this Agreement, prior to revoking this Agreement the City shall serve written notice on the Owner, identifying the term or condition the City contends has been materially breached and providing the Owner ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to the Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the Owner, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement; or (b) failure to comply with terms and conditions of permits issued by the City of Marathon or other regulatory entity for the development authorized by this Agreement.

**b. Written Notice on the City.** If the Owner concludes that there has been a material breach in the terms and conditions of this Agreement, the Owner shall serve written notice on the City, identifying the term or condition the Owner contends has been materially breached and providing the City thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: (a) failure to comply with the provisions of this Agreement, or (b) failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development authorized by this Agreement.

**c. Option to Terminate.** If a material breach of this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

**d. Waiver of Breach.** If either party waives a material breach in this Agreement by the other party, such a waiver shall not be deemed a waiver of any subsequent breach.

**16. Notices.** All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by any one of the following methods: (a) personal delivery; (b) deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

**TO THE OWNER:**

Marlin Bay Yacht Club, LLC  
c/o Robert Dorfman  
9100 S. Dadeland Blvd., Suite 1500  
Miami, FL 33156

**With a copy by regular U.S. Mail to:**

Barton W. Smith  
Smith Hawks, PL  
138 Simonton Street  
Key West, FL 33040  
Telephone: (305) 296-7227  
E-mail: bart@smithhawks.com

**TO THE CITY:**

George Garrett, City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
Telephone: (305) 743-0033

**17. Annual Report.** On the anniversary date of the Effective Date of this Agreement, the Owner shall provide to the City a report identifying: (a) the amount of development authorized by this Agreement that has been completed; (b) the amount of development authorized by this Agreement that remains to be completed; and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report.

**18. Enforcement.** In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the state land planning agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to

challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

**19. Binding Effect.** This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives with respect to that portion of the Property owned by such successors and assigns.

**20. Assignment.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the parties hereto, their successors and assigns with respect to that portion of the Property owned by such successors and assigns.

**21. Severability.** In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

**22. Applicable Law.** This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

**23. Litigation; Attorney's Fees; Venue; Waiver of Right to Jury Trial.** In the event of any litigation arising out of this Agreement between the City and Owner, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

**24. Use of Singular and Plural.** Where the context requires, the singular includes the plural, and the plural includes the singular.

**25. Reservation of Rights.** This Agreement shall not affect any rights which may have accrued to any party of this Agreement under applicable law.

**26. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolutions are hereby repealed to the extent of such conflict.

**27. Duplicate Originals; Counterparts.** This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

**28. Headings.** The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

**39. Entirety of Agreement.** This Agreement incorporates or supersedes the Original Development Agreement, the First Amended Agreement, Second Amended Agreement, the Third Amended Agreement, and all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

**30. Recording; Effective Date.** The Owner shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of execution of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the state land planning agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. The Owner shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is received by the state land planning agency.

**31. Date of Agreement.** The date of this Agreement is the date the last party signs and acknowledges this Agreement.

*[Signature Page to follow]*



**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives,  
have set their hands and seals on the dates below written.

**Marlin Bay Yacht Club, LLC,**  
a Florida limited liability company

By: Marlin Bay Property Investments, Inc.,  
a Florida corporation  
Manager

By: \_\_\_\_\_  
Name, Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as Manager of Marlin Bay Yacht Club, LLC who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida At Large

On the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, the City Council of the City of Marathon approved this Agreement by Resolution No. \_\_\_\_\_.

CITY OF MARATHON

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
LYNN LANDRY, MAYOR

ATTEST:

DIANE CLAVIER, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

STEVE WILLIAMS, CITY ATTORNEY

**EXHIBITS AND ATTACHMENTS TO**  
**FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR THE MARLIN BAY YACHT CLUB**

EXHIBIT A	LEGAL DESCRIPTION OF MARLIN BAY YACHT CLUB PROPERTY
EXHIBIT B	DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB
EXHIBIT C	FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB
EXHIBIT D	SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB
EXHIBIT E	THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB
EXHIBIT F	AMENDMENT TO UNITY OF TITLE
EXHIBIT G	CONCEPTUAL SITE PLAN FOR MARLIN BAY YACHT CLUB

## EXHIBIT A

### LEGAL DESCRIPTION OF MARLIN BAY YACHT CLUB PROPERTY

#### LEGAL DESCRIPTION:

##### PARCEL 1

Lot 5, Block 6, of MARATHON BEACH, a subdivision of Part of Government Lot 3, of Section 10, Township 66 South, Range 32 East, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 2, Page 16, of the public records of Monroe County, Florida.

##### ALSO

A part of Lot 3 and a part of Lot 4, Block 6, MARATHON BEACH, a subdivision of Part of Government Lot 3, of Section 10, Township 66 South, Range 32 East, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 2, Page 16, of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 4, said corner also to be known as the POINT OF BEGINNING of that part of Lots 3 and 4 hereinafter described; bear Northerly and at right angles to Louisa Street of said Plat for a distance of 550 feet, more or less, to a point on the shoreline of an existing Boat Basin; thence meander the shoreline of said Boat Basin in an Easterly direction for the distance of 120 feet, more or less, to a point which is 114.00 feet, measured at right angles to the preceding course; thence bear Southerly and at right angles to said Louisa Street for a distance of 200 feet, more or less, to a point, said point being 310.00 feet Northerly and at right angles to Louisa Street; thence at right angles and in a Westerly direction for a distance of 89.00 feet to a point; thence at right angles and in a Southerly direction for a distance of 80.00 feet to a point; thence at right angles and in an Easterly direction for a distance of 89.00 feet to a point; thence at right angles and in a Southerly direction for a distance of 230.00 feet to a point on the Northerly right-of-way line of Louisa Street; thence at right angles and in a Westerly direction along the Northerly right-of-way line of Louisa Street for a distance of 114.00 feet, back to the POINT OF BEGINNING.

##### ALSO

Lots 1, 2, 3, 4, 5, and 6, of Block 2, YACHT BASIN TRACTS, according to an Amended plat thereof recorded in Plat Book 2, Page 116, of the public records of Monroe County, Florida.

##### ALSO

##### RESIDENTIAL PARCEL

The Northerly 100 feet of the Southerly 430 feet of Lot 6, Block 6, MARATHON BEACH, a subdivision of Part of Government Lot 3, of Section 10, Township 66 South, Range 32 East, Monroe County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 16 of the public records of Monroe County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of Lot 6, of Block 6 of the aforesaid plat of MARATHON BEACH; thence Northerly along the Westerly boundary of said Lot 6, a distance of 330 feet to the POINT OF BEGINNING of the tract of land hereinafter described; thence continue Northerly along the Westerly line of the aforesaid Lot 6, a distance of 100 feet; thence Easterly parallel to the Southerly line of the aforesaid Lot 6, a distance of 100 feet to the Easterly line of the aforesaid Lot 6; thence Southerly along the Easterly line of the aforesaid Lot 6, a distance of 100 feet; thence Westerly parallel to the Southerly line of the aforesaid Lot 6, a distance of 100 feet to the POINT OF BEGINNING.

##### PARCEL 2

Lots 1 and 2, Block 6, of MARATHON BEACH, a subdivision of Part of Government Lot 3, of Section 10, Township 66 South, Range 32 East, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 2, Page 16, of the public records of Monroe County, Florida.

##### ALSO

A part of Lot 3 and part of Lot 4, Block 6 of MARATHON BEACH, a subdivision of Part of Government Lot 3, of Section 10, Township 66 South, Range 32 East, Monroe County, Florida, according to the plat thereof, as recorded in Plat Book 2, Page 16, of the public records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 3, said corner also to be known as the POINT OF BEGINNING of the part of Lots 3 and 4 hereinafter described, bear Westerly along the Northerly right-of-way line of Louisa Street of said Plat for a distance of 86.00 feet to a point; thence at right angles and Northerly for a distance of 230.00 feet to a point; thence at right angles and Westerly for a distance of 89.00 feet to a point; thence at right angles and Northerly for a distance of 80.00 feet to a point; thence at right angles and Easterly for a distance of 89.00 feet to a point; thence at right angles and Northerly for a distance of 200.00 feet, more or less, to a point on the shoreline of an existing Boat Basin; thence meander the shoreline of said existing Boat Basin in an Easterly, Northerly, Northwesterly and Northerly direction for a distance 260.00 feet, more or less, to a point where said shoreline intersects the East line of Lot 3; thence bear Southerly and at right angles to Louisa Street for a distance of 680.00 feet, more or less, back to the POINT OF BEGINNING.

Said Lands lying in the City of Marathon, Monroe County, Florida.

**TOGETHER WITH SOVEREIGNTY SUBMERGED LANDS LEASE 1(a)**

That certain parcel of land conveyed by Quit Claim Deed from Board of Trustees of the Internal Improvement Trust Fund of the State of Florida recorded in Official Records Book 1127, Page 1122 and subsequently conveyed by Quit Claim Deed to Sandler At greater Marathon bay, LLC, a Florida limited liability company recorded in Official Records book 1927, Page 1427, described as:

A parcel of filled, formerly submerged land lying and being: in Section 10, township 66 South, Range 32 East, Monroe County, Florida and being more particularly described as follows:

COMMENCE at the intersection of the Northeasterly Right of Way line of Third Street and the Northwesterly Right of Way line of Louisa Street, said intersection also being the Southwest corner of Lot 6, Block 6, MARATHON BEACH, according to the plat thereof, as recorded in Plat Book 2, Page 16 of the Public Records of Monroe County, Florida; thence North 74°20' East along the said Northwesterly right of way line of Louisa Street for 314.00 feet; thence North 15°40'00" West for 509.16 feet to the face of a concrete seawall and the Mean High Water Line (elevation 0.75 N.G.V.D.); thence North 86°34'24" West for 144.11 feet to the POINT OF BEGINNING; thence meander the said seawall and boulder rip-rap for the following twenty-two (22) metes and bounds:

1. North 73°04'54" West for 30.92 feet;
2. Thence North 60°00'00" West for 19.00 feet;
3. Thence North 48°00'00" West for 18.00 feet;
4. Thence North 26°29'47" West for 14.78 feet;
5. Thence North 12°50'25" West for 102.21 feet;
6. Thence North 28°05'09" East for 14.55 feet;
7. Thence North 42°06'54" West for 2.31 feet;
8. Thence North 19°27'46" East for 13.27 feet;
9. Thence North 36°56'49" East for 116.74 feet;
10. Thence North 26°06'15" East for 24.78 feet;
11. Thence North 22°32'30" East for 49.07 feet;
12. Thence North 03°16'47" West for 30.96 feet;
13. Thence South 50°48'43" West for 25.73 feet;
14. Thence South 12°07'14" West for 8.34 feet;
15. Thence South 20°52'10" West for 27.98 feet;
16. Thence South 27°47'47" West for 34.96 feet;
17. Thence South 37°24'16" West for 22.64 feet;
18. Thence South 37°55'33" West for 86.65 feet;
19. Thence South 37°55'40" West for 29.73 feet;
20. Thence South 39°42'53" West for 17.15 feet to the extension of the Westerly property line;
21. Thence South 15°40'00" East along the said extended property line for 152.43 feet to the Platted Shoreline;
22. Thence South 82°30' East along the said Platted Shoreline for 84.65 feet to the POINT OF BEGINNING.

LESS AND EXCEPT any of the above described lands which are or may hereafter become located waterward of the line of the mean high water of the Bay of Florida, it being the express intent of the grantor (Board of Trustees of the Internal Improvement Trust Fund of the State of Florida) to retain and reserve such lands within sovereign ownership of the State of Florida.

TOGETHER WITH a Leasehold Interest as to sovereignty submerged lands described by metes and bounds and known by "Area 1", "Area 2", and "Area 3" contained in that certain Sovereignty Submerged Lands Lease Modification to Increase Square Footage, Re-Configure, and Change Description of Use under Land Lease Number 440345585 between Sandler at Greater Marathon bay, LLC, and Board of Trustees of the Internal Improvement Trust Fund of the state of Florida October 10, 2007 recorded in Official Records book 2325, Page 439 wherein Paragraph 25 states: "This lease is the entire and only agreement between the parties".

**EXHIBIT B**

**DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB**

**City of Marathon Resolution 2005-87 incorporated by reference  
Recorded in Monroe County Public Records Book 2354, Page 1262**

**EXHIBIT C**

**FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR  
MARLIN BAY YACHT CLUB**

**City of Marathon Resolution 2015-081 incorporated herein by reference  
Recorded in Monroe County Public Records Book 2354, Page 1221**

**EXHIBIT D**

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT  
FOR MARLIN BAY YACHT CLUB**

**City of Marathon Resolution 2021-29 incorporated herein by reference  
Recorded in Monroe County Public Records Book 3099, Page 1170**



**EXHIBIT E**  
**THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT**  
**FOR MARLIN BAY YACHT CLUB**

**City of Marathon Resolution \_\_\_\_\_ incorporated herein by reference**  
**Recorded in Monroe County Public Records Book 3264, Page 928**

EXHIBIT F  
AMENDMENT TO UNITY OF TITLE

Prepared by and Return to:  
Erica H. Sterling, Esq.  
Spottswood, Spottswood, Spottswood & Sterling, PLLC  
500 Fleming Street  
Key West, FL 33040

Re: Parcel ID: 00337010-000000, 00337011-000100, 00337011-000200, 00337011-000300, 00337011-000400, 00337011-000500, 00337011-000600, 00337011-000700, 00337011-000800, 00337011-000900, 00337011-001000, 00337011-001100, 00337011-001200, 00337011-001300, 00337011-001400, 00337011-001500, 00337011-001600, 00337011-001700, 00337011-001800, 00337011-001900, 00337011-002000, 00337011-002100, 00337011-002200

### **AMENDMENT TO UNITY OF TITLE**

THIS AMENDMENT TO UNITY OF TITLE (“Amendment”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the **CITY OF MARATHON**, Florida (“City”) and **MARLIN BAY YACHT CLUB, LLC**, a Florida limited liability company (“Marlin Bay”).

### **RECITALS**

WHEREAS, at the request of the City, Marlin Bay’s predecessor in title recorded that certain Unity of Title on August 22, 2005, as Document Number 1537298 in Official Records Book 2145 at Page 914 of the Public Records of Monroe County, Florida (“Unity of Title”); and

WHEREAS, Marlin Bay is the current owner of all of the property that is the subject of the Unity of Title (the “Property”), which Property is currently assigned Parcel ID Numbers 00337010-000000, 00337011-000100, 00337011-000200, 00337011-000300, 00337011-000400, 00337011-000500, 00337011-000600, 00337011-000700, 00337011-000800, 00337011-000900, 00337011-001000, 00337011-001100, 00337011-001200, 00337011-001300, 00337011-001400, 00337011-001500, 00337011-001600, 00337011-001700, 00337011-001800, 00337011-001900, 00337011-002000, 00337011-002100, 00337011-002200 by the Monroe County Property Appraiser; and,

WHEREAS, Marlin Bay requested that the Unity of Title be amended as the marina parcel and residential development will be sold separately, and subsequently, the residential units will be transferred and conveyed separately pursuant to the Declaration of Protective Covenants, Restrictions and Easements or a Declaration of Condominium (either of the foregoing shall be referred to as a “Declaration”) which will be recorded in the Official Records of Monroe County; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Marlin Bay and City agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.

2. Amendment. The fourth paragraph of the Unity of Title is hereby deleted and replaced with the following:

*The Property referred to herein above shall be considered as one plot and parcel of land, and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land unless a termination of this Unity of Title is mutually agreed in writing between the owner of the Property and the City of Marathon; provided however, Marlin Bay, or its successors and assigns, shall be authorized to sell or transfer the marina separate from the residential development, as well as individual residential units within the residential development pursuant to a Declaration of Protective Covenants, Restrictions and Easements or a Declaration of Condominium.*

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

4. Recording. This Amendment shall be recorded at Marlin Bay's expense, in the Official Records of Monroe County, Florida upon full execution.

***[This Space Intentionally Left Blank]  
[Signature Page(s) to Follow]***

**IN WITNESS THEREOF, MARLIN BAY AND THE CITY HAVE EXECUTED THIS AMENDMENT TO UNITY OF TITLE EFFECTIVE AS OF THE DATE SET FORTH ABOVE.**

**MARLIN BAY**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Address

Marlin Bay Yacht Club, LLC, a Florida limited liability company by Marlin Bay Property Investments, Inc., a Florida corporation, its Authorized Member

By: \_\_\_\_\_  
Robert Dorfman, President

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2025 by Robert Dorfman, as President of Marlin Bay Property Investments, Inc., a Florida corporation as Authorized Member of Marlin Bay Yacht Club, LLC, a Florida limited liability company, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Address

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

State of Florida  
County of Monroe

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online  
notarization this \_\_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_ as  
\_\_\_\_\_ of the City of Marathon, Florida, who ☐ is personally known to me  
or ☐ has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT G  
CONCEPTUAL SIE PLAN FOR MARLIN BAY YACHT CLUB



## COUNCIL AGENDA STATEMENT

Meeting Date: October 14, 2025

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Attorney

Agenda Item: **Resolution 2025-93**, Approving And Accepting Two (2) Quit Claim Deeds Related To Portions Of Property On 33<sup>rd</sup> Street From The Monroe County Board Of County Commissioners To The City Of Marathon; Approving The Final Distributions And Having No Objection To One (1) Quit Claim Deed Related To A Portion Of Property On 33<sup>rd</sup> Street From The Monroe County Board Of County Commissioners To The School Board Of Monroe County, Florida; Authorizing Its Recordings In The Public Records Of Monroe County, Florida; And Providing For An Effective Date.

---

### BACKGROUND & JUSTIFICATION:

The City has expressed its desire to re-develop the 33<sup>rd</sup> Street Corridor to address the aging buildings in the area as well as to meet the future needs of the community. The City, Monroe County and the School Board of Monroe County, Florida all own parcels located on 33<sup>rd</sup> Street within the city limits of Marathon, Florida. In order for the City to maintain and develop areas on 33<sup>rd</sup> Street, the County has agreed to transfer its ownership in the property where the fire station and senior center are currently located and a portion North of the Jaycees Building to the City. Additionally, a portion of the old State Road 4A currently owned by the County but that is located between two (2) parcels that the School Board owns is being transferred from the County to the School Board. Further, the City and School Board are agreeing to the proposed distribution of property outlined and legally described in the Boundary, Topographic & Tidal Water Survey, 33<sup>rd</sup> Street Parcels and Description and Sketch of Reece & Associates that are attached to the Resolution as Exhibit "B."

### CONSISTENCY CHECKLIST:

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

### FISCAL NOTE:

### RECOMMENDATION:

Approval.



**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-93**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND ACCEPTING TWO (2) QUIT CLAIM DEEDS RELATED TO PORTIONS OF PROPERTY ON 33<sup>RD</sup> STREET FROM THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO THE CITY OF MARATHON; APPROVING THE FINAL DISTRIBUTIONS AND HAVING NO OBJECTION TO ONE (1) QUIT CLAIM DEED RELATED TO A PORTION OF PROPERTY ON 33<sup>RD</sup> STREET FROM THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS TO THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA; AUTHORIZING ITS RECORDINGS IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”), Monroe County (the “County”) and the School Board of Monroe County Florida (the “School District”) all own parcels located on 33<sup>rd</sup> Street within the city limits of Marathon, Florida; and

**WHEREAS**, the County conveyed to the School District, Parcel D, Parcel E, and Parcel F located on 33<sup>rd</sup> Street, via Statutory Quit Claim Deed dated October 16, 1996, as recorded in Monroe County Official Records Book 1432, Page 2404; and

**WHEREAS**, the County conveyed to the City, the 33<sup>rd</sup> Street Boat Ramp and Restrooms, via Quitclaim Deed dated September 20, 2000, as recorded in Monroe County Official Records Book 1682, Page 444; and

**WHEREAS**, the County conveyed to the City, the Jaycees Building located on 33<sup>rd</sup> Street via Quitclaim Deed dated September 20, 2000, as recorded in Monroe County Official Records Book 1707, Page 1812; and

**WHEREAS**, the County conveyed to the City, the Teen Center located on 33<sup>rd</sup> Street via Quitclaim Deed dated September 20, 2000, as recorded in Monroe County Official Records Book 1707, Page 1810; and

**WHEREAS**, the County conveyed to the City the roads lying in the City of Marathon including 33<sup>rd</sup> Street, via Quitclaim Deed dated September 20, 2000, as recorded in Monroe County Official Records Book 1706, Page 1780; and

**WHEREAS**, the City has expressed its desire to re-develop the 33<sup>rd</sup> Street Corridor to address the aging buildings in the area as well as meet the future needs of the community; and

**WHEREAS**, the School District benefits by clarifying ownership of the various parcels and acquiring additional lands along 33<sup>rd</sup> Street; and

**WHEREAS**, the County benefits by transferring parcels to the City to be maintained and improved by the City; and

**WHEREAS**, the School District agrees to the proposed distribution of property and shall have no objection, which includes the easterly portion of 33<sup>rd</sup> Street, being conveyed to the City as well as a portion of “Parcel F,” which surrounds the “Teen Center”; and

**WHEREAS**, the City agrees to the proposed distribution of property and shall have no objection, which includes a portion of the sidewalk included in the “Teen Center” being conveyed to the School District; and

**WHEREAS**, the School District and City agree to the final distributions included in the Boundary, Topographic & Tidal Water Survey, 33<sup>rd</sup> Street Parcels and Description and Sketch of Reece & Associates (Exhibit “B”); and

**WHEREAS**, the parties have determined that this Agreement is in the best interests of the public.

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

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

**Section 2.** Subject to payment of all taxes and review and approval by the City Attorney, the two (2) Quit Claim Deeds (the "Deeds"), attached as Exhibit "A" are approved and accepted by the City.

**Section 3.** The Quit Claim Deeds shall be recorded in the public records of Monroe County.

**Section 4.** The City agrees to the final distributions included in the Boundary, Topographic & Tidal Water Survey, 33<sup>rd</sup> Street Parcels and Description and Sketch of Reece & Associates (Exhibit “B”).

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>th</sup> DAY OF OCTOBER, 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

Return to: (Enclosed self-addressed stamped envelope)

Name: \_\_\_\_\_

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

This Instrument Prepared By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Appraiser's Parcel I.D. (folio) Number(s): \_\_\_\_\_

**Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a political subdivision and a county agency.**

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose post office address is 1100 Simonton Street, Key West, FL 33040, party of the first part, and **CITY OF MARATHON**, a Florida municipal corporation, whose post office address is 9805 Overseas Highway, Marathon, FL 33050, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

**PORTIONS OF GOVERNMENT LOT 1 IN SECTION 9 AND GOVERNMENT LOT 3 IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1) S73°49'27"W, 356.51 FEET; (2) S73°52'12"W, 401.69 FEET TO THE INTERSECTION WITH A 2022 AGREEMENT LINE AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE S73°52'12"W, 107.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A FLORIDA KEYS AQUEDUCT AUTHORITY PARCEL; THENCE ALONG SAID EAST LINE N16°07'48"W, 150.00 FEET; THENCE N73°52'12"E, 109.16 FEET TO A POINT ON THE AFORESAID 2022 AGREEMENT LINE; THENCE ALONG SAID LINE S15°38'02"E, 150.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SR 5 AND THE POINT OF BEGINNING.**

**CONTAINING 0.374 ACRES OR 16,276 SQUARE FEET, MORE OR LESS (hereinafter "Subject Property")**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

**IN WITNESS WHEREOF**, the said party of the first part has signed and sealed these presents the day and year first above written.

(SEAL)

ATTEST:

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
KEVIN MADOK  
Clerk of Monroe County, FL

By: \_\_\_\_\_  
Mayor Jim Scholl

(County Seal)

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_ (date) by \_\_\_\_\_, Mayor of the Monroe County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTIONS 9 & 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST

### LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

PORTIONS OF GOVERNMENT LOT 1 IN SECTION 9 AND GOVERNMENT LOT 3 IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1) S73°49'27"W, 356.51 FEET; (2) S73°52'12"W, 401.69 FEET TO THE INTERSECTION WITH A 2022 AGREEMENT LINE AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE S73°52'12"W, 107.86 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A FLORIDA KEYS AQUEDUCT AUTHORITY PARCEL; THENCE ALONG SAID EAST LINE N16°07'48"W, 150.00 FEET; THENCE N73°52'12"E, 109.16 FEET TO A POINT ON THE AFORESAID 2022 AGREEMENT LINE; THENCE ALONG SAID LINE S15°38'02"E, 150.01 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SR 5 AND THE POINT OF BEGINNING.

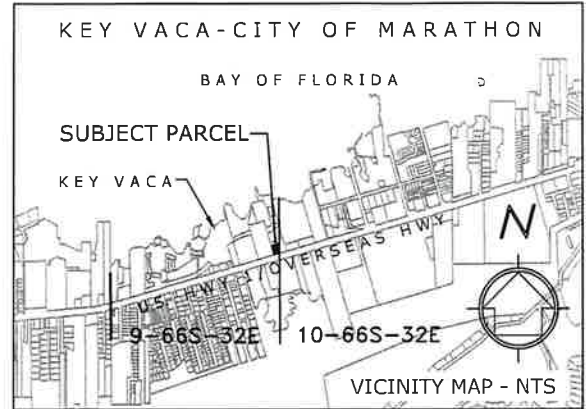
CONTAINING 0.374 ACRES OR 16,276 SQUARE FEET, MORE OR LESS

### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11), with the North Right-of-way line of SR 5 / US Highway 1 having a bearing of S73°49'27"W.
7. This was prepared with the benefit of a Boundary, Topographic and Tidal Water Survey prepared by the undersigned. Revision 1 dated 5/2/2022. Agreement line as shown was taken from survey.

### ABBREVIATIONS:

AC = ACRES  
(D) = PER DEED DESCRIPTION  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK (OF MONROE COUNTY, FL)  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PG = PAGE  
R/W = RIGHT OF WAY  
SQ FT = SQUARE FEET  
SR = STATE ROAD



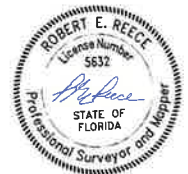
### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Robert Reece

Digitally signed by Robert  
Reece  
Date: 2023.06.19 09:46:44  
+04'00'

ROBERT E. REECE  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5632

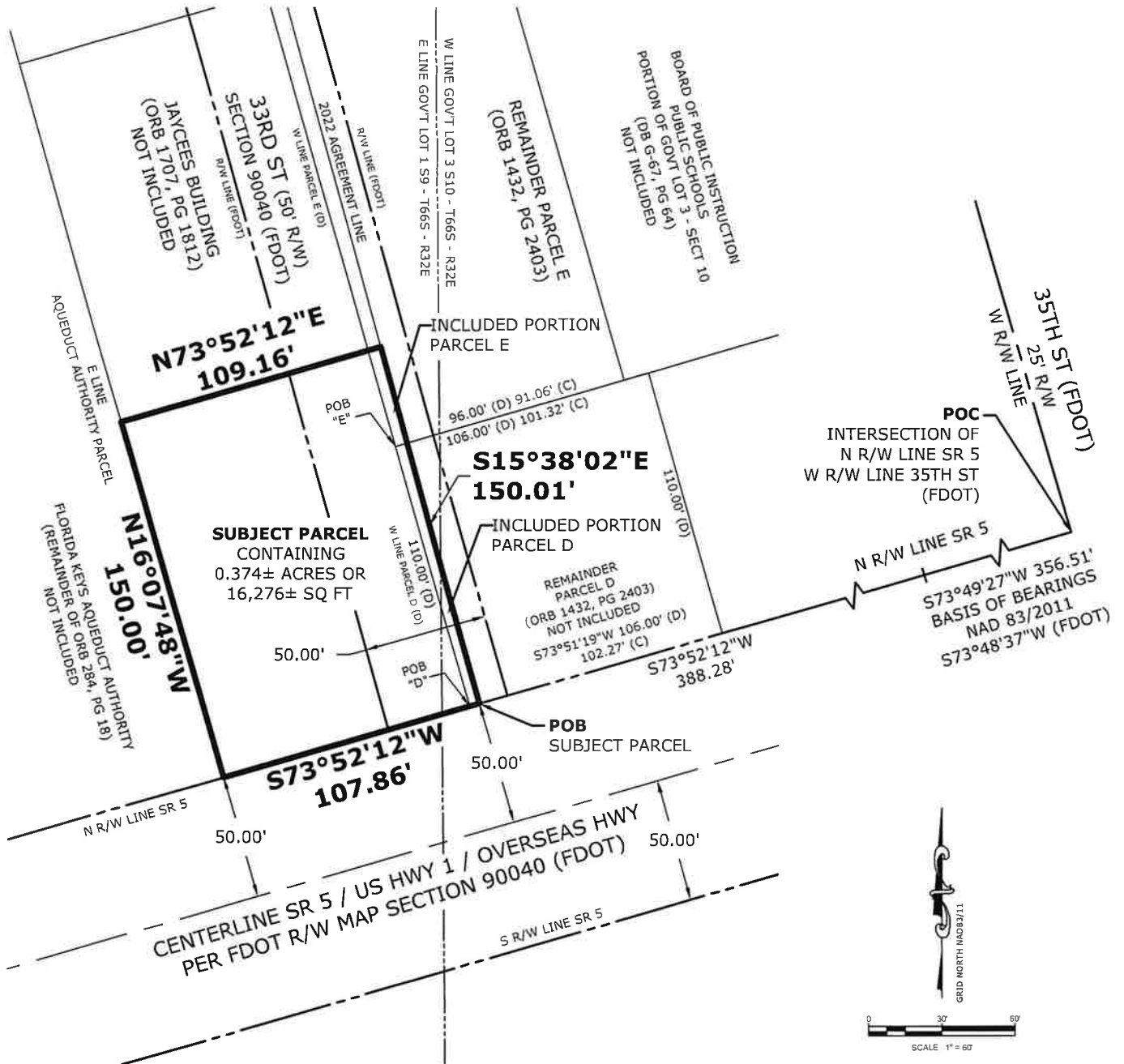


REVISIONS:

SCALE: N/A	PROJECT NO: 23060608	SHEET NO: 1 OF 2	DESCRIPTION AND SKETCH 33RD ST, KEY VACA, CITY OF MARATHON MONROE COUNTY, FL
DATE: 6/15/2023	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	



# **SKETCH OF DESCRIPTION**



**THIS IS NOT A BOUNDARY SURVEY**



**REECE & ASSOCIATES**  
 PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
 31193 AVENUE A, BIG PINE KEY, FL 33043  
 OFFICE (305) 872-1348  
 EMAIL INFO@REECESURVEYING.COM

REVISIONS:		
SCALE: 1" = 60'	PROJECT NO: 23060608	SHEET NO: <b>2 OF 2</b>
DESCRIPTION AND SKETCH 33RD ST, KEY VACA, CITY OF MARATHON MONROE COUNTY, FL		
DATE: 6/15/2023	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

Return to: (Enclosed self-addressed stamped envelope)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

This Instrument Prepared By:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Appraiser's Parcel I.D. (folio) Number(s): \_\_\_\_\_

---

**Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a political subdivision and a county agency.**

### **QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose post office address is 1100 Simonton Street, Key West, FL 33040, party of the first part, and **CITY OF MARATHON**, a Florida municipal corporation, whose post office address is 9805 Overseas Highway, Marathon, FL 33050, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

**A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1) S73°49'27"W, 356.51 FEET; (2) S73°52'12"W, 392.18 FEET TO THE SOUTHWEST CORNER OF PARCEL D ACCORDING TO OFFICIAL RECORDS BOOK 1432, PAGE 2403 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID OFFICIAL RECORDS BOOK 1432, PAGE 2403, PARCELS D AND E, RESPECTIVELY, N16°10'33"W 300.00 FEET TO THE POINT OF BEGINNING; THENCE S73°52'12"W 103.72 FEET TO A POINT ON THE EAST LINE OF A FLORIDA KEYS AQUEDUCT AUTHORITY PARCEL; THENCE ALONG SAID EAST LINE, N16°07'48"W 140.00 FEET TO THE SOUTHWEST CORNER OF THE MARATHON YACHT CLUB PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1707, PAGE 1816; THENCE ALONG THE SOUTH AND EAST LINES OF SAID MARATHON YACHT CLUB PARCEL THE FOLLOWING TWO (2) COURSES: (1) N73°51'12"E 84.00 FEET; (2) N16°07'48"W 294.67 FEET TO THE SOUTHWEST CORNER OF THE CITY OF MARATHON BOAT RAMP PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1682, PAGE 444; THENCE ALONG THE**



SOUTH LINE OF SAID PARCEL, N73°49'27"E 19.37 FEET TO THE NORTHWEST CORNER OF PARCEL F AS DESCRIBED IN AFORESAID OFFICIAL RECORDS BOOK 1432, PAGE 2403; THENCE ALONG THE WEST LINE OF OFFICIAL RECORDS BOOK 1432, PAGE 2403, S16°10'33"E 434.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.465 ACRES OR 20,256 SQUARE FEET, MORE OR LESS. (hereinafter "Subject Property").

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

**IN WITNESS WHEREOF**, the said party of the first part has signed and sealed these presents the day and year first above written.

(SEAL)

ATTEST:

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
KEVIN MADOK  
Clerk of Monroe County, FL

By: \_\_\_\_\_  
Mayor Jim Scholl

(County Seal)

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_ (date) by \_\_\_\_\_, Mayor of the Monroe County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST

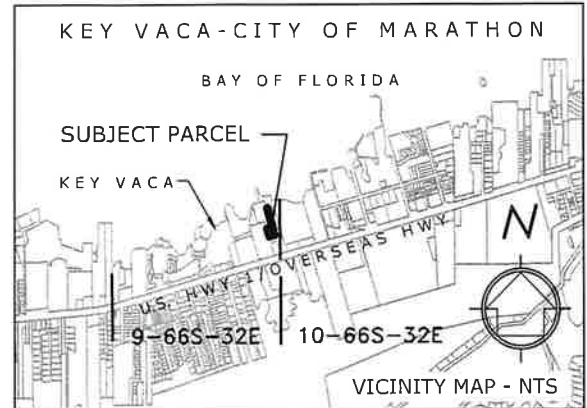
### LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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CONTAINING 0.465 ACRES OR 20,256 SQUARE FEET, MORE OR LESS.



### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11), with the North Right-of-way line of SR 5 / US Highway 1 having a bearing of S73°49'27"W.
7. This was prepared with the benefit of a Boundary, Topographic and Tidal Water Survey prepared by the undersigned. Revision 1 dated 5/2/2022. Agreement line as shown was taken from survey.

### ABBREVIATIONS:

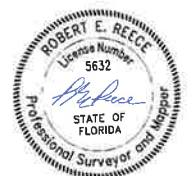
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(D) = PER DEED DESCRIPTION  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK (OF MONROE COUNTY, FL)  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PG = PAGE  
R/W = RIGHT OF WAY  
SQ FT = SQUARE FEET  
SR = STATE ROAD

### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Robert  
Reece

ROBERT E. REECE  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5632



### REVISIONS:

SCALE: N/A	PROJECT NO: 23060608	SHEET NO: 1 OF 2	DESCRIPTION AND SKETCH 33RD ST, KEY VACA, CITY OF MARATHON MONROE COUNTY, FL
DATE: 6/15/2023	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	



### SKETCH OF DESCRIPTION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S73°52'12"W	103.72'
L2	N16°07'48"W	140.00'
L3	N73°52'12"E	84.00'
L4	N16°07'48"W	294.67'
L5	N73°49'27"E	19.37'
L6	S16°10'33"E	434.69'

CONTAINING 0.465± ACRES OR  
20,256± SQ FT

BOARD OF PUBLIC INSTRUCTION  
PUBLIC SCHOOLS  
PORTION OF GOVT LOT 3 - SECT 10  
(DB G-67, PG 64)  
NOT INCLUDED

**POC**  
INTERSECTION OF  
N R/W LINE SR 5  
W R/W LINE 35TH ST  
(FDOT)

573°49'27"W 356.51'  
BASIS OF BEARINGS  
NAD 83/2011  
573°48'37"W (FDOT)

THIS IS NOT A BOUNDARY SURVEY

REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE (305) 872-1348

EMAIL INFO@REECESURVEYING.COM

**SECTIONS 9 & 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
MARATHON, MONROE COUNTY, FLORIDA**

A parcel of land in Government Lot 3, Section 9 and Government Lot 3, Section 10, Township 66 South, Range 32 East, Monroe County, Florida, being more particularly described as follows:

[illegible]

Containing 2,250 acres or 90,016 square feet, more or less

The NE 1/4 of the NW 1/4 of the NW 1/4 of section 26, Township 66 South, Range 29 East, ALSO,  
That a part of the South 1/2 of NE 1/4 of NW lying east of old SE No. 44, in Section 26, Township 66 South, Range 29 East, All of the above as shown on sketch attached hereto and made a part of this instrument, Containing 12.05 acres, more or less;

A portion of land in a part of Government Lot 1, Section 9, T.66S., R.32E., and a part of Government Lot 2, Section 10, T.66S., R.32E., on Key Vaca, Marathon, Monroe County, Florida and being more particularly described by metes and bounds as follows: commencing at the intersection of the East Line of Government Lot 1, Section 10, T.66S., R.32E. and the center line of U.S. Highway No. 1, I run westerly along the center line of U.S. Highway No. 1 for a distance of 2187.55 feet to a point, thence at right angles and northwesterly for a distance of 180.0 feet to the point at beginning of the parcel of land hereinafter described, I run said point at beginning, continue northwesterly and along U.S. Highway No. 1, for a distance of 100.0 feet to a point, thence at right angles and northwesterly to the Bay of the United States, I run southerly and southeasterly and parallel to a point which is 455.6 feet, measured at right angles to the preceding course, thence southeasterly and at right angles to U.S. Highway No. 1, I run a distance of 811.0 feet to a point which is 160.0 feet northwesterly of and at right angles of U.S. Highway No. 1, thence at right angles and easterly and parallel with U.S. Highway No. 1 for a distance of 455.6 feet back to the point of beginning.

A parcel of land having a portion of Government Lot 1, Section 9, Township 66 South, Range 22 East, and a portion of Government Lot 3, Section 10, Township 66 South, Range 22 East, Marion County, Florida, and being more particularly described as follows: COMMENCING at the intersection of the East line of said Government Lot 3 and the centerline of said Government Lot 3 and the Centerline of U.S. Highway No. 1, and running North 89° 51' 10" East, a distance of 110.00 feet to the intersection of the East line of said Government Lot 3 and U.S. Highway No. 1 and the Point of Beginning, thence N. 16° 08' 41" E., a distance of 110.00 feet; thence N. 27° 51' 19" E., a distance of 108.00 feet; thence S. 18° 18' 41" E., a distance of 110.00 feet to the said Northwesterly Right-of-Way line of U.S. Highway No. 1, thence S. 73° 51' 19" E., a distance of 110.00 feet to the East line of U.S. Highway No. 1, a distance of 106.00 feet to the Point of beginning, Parcel contains 11660 square feet or 0.27 acres, more or less.

A parcel of land being a portion of Government Lot 1, Section 9, Township 66 South, Range 32 East, and a portion of Government Lot 2, Section 10 Township 66 North, Range 32 East, Madison, Monroe County, Florida, and lying more particularly described as follows: COMMENCING at the intersection of the East Line said Government Lot 2 and the Centerline of U.S. Highway No. 1; State Road No. 57; thence N, 72° 51' 18", along the Centerline of said U.S. Highway No. 1, a distance of 110.00 feet to a Point of Beginning; thence S, 16° 08' 41", along the Right-of-Way line of said U.S. Highway No. 1; thence N, 16° 05' 18", a distance of 110.00 feet to a Point of Beginning; thence S, 16° 08' 41", a distance of 282.87 feet to the Southwestly Right-of-Way Line of Old State Road No. 44; thence N, 74° 02' 17", along the said Southwestly Right-of-Way line of Old State Road No. 44 a distance of 96.00 feet; thence S, 16° 08' 41", a distance of 282.87 feet; thence S, 72° 51' 18", W,

Parcel of land lying a portion of Government Lot 1, Section 9, Township 66 South, Range 32 East, and a portion of Government Lot 2, Section 10, Township 66 South, Range 32 East, Harrell, Monroe County, Florida, and being more particularly described as follows: COMMENCING at the intersection of the East Line of said Government Lot 1 and the Centerline of U.S. Highway No. 1; thence N. 73° 51' 18" W., along the said Centerline of U.S. Highway No. 1 a distance of 2540.55 feet; thence N. 16° 08' 41" W., a distance of 50.00 feet to the Northwestly Right-of-Way Line of said U.S. Highway No. 1; thence N. 16° 08' 41" W., a distance of 458.87 feet to the Northwestly Right-of-Way Line of Old State Road No. 44 and the Point of Beginning, thence N. 16° 08' 41" W., a distance of 276.13 feet; thence N. 73° 51' 18" W., a distance of 96.00 feet; thence S. 16° 08' 41" W., a distance of 276.13 feet to the said Northwestly Right-of-Way Line of Old State Road No. 44; thence S. 74° 02' 17" W., a distance of 100.00 feet to the Northwestly Right-of-Way Line of Old State Road No. 44; a distance of 96.00 feet to Point of Beginning, Final 26.52 square feet of 0.61 acres more or less.

COMMENCED at the intersection of the E line of Government Land of Section 10, Township 66 South, Range 22 East and the centerline of said U.S. Highway No. 1, Ucar S. 74 degrees 20 minutes W. along said centerline of U.S. Highway line 1, for 2642.55 feet; thence N. 15 degrees 40 minutes W. line 622.26 feet; thence born S. 74 degrees 20 minutes W. 22.48 feet to the Point of Beginning of site known as Old Chamber Building and Cuniculi dead boundary detailed; thence said Point of Beginning born N. 15 degrees 40 minutes W. 122.0 feet; thence N. 74 degrees 20 minutes E. 2.71 feet; thence N. 14 degrees 30 minutes E. 10.00 feet; thence S. 74 degrees 20 minutes W. 66.40 feet; thence S. 15 degrees 40 minutes E. 30.90 feet; thence N. 14 degrees 30 minutes E. 2.44 feet; thence S. 15 degrees 40 minutes E. 121 feet; thence N. 74 degrees 20 minutes E. 61.75 feet back to the Point of Beginning; located on Vaca Key, Monroe County, Florida.

**LEGAL DESCRIPTION OF PROPERTY**  
A Parcel of land in Government Lot 1, Section 10, Township 36 North, Range 32 East, Marion County, Florida, more particularly described as follows:  
Commencing at the intersection of the East line of said Government Lot 1 with the East line of SR 5 (consisting of old I-5, Rainbow Right-of-Way), then South 74°20' West said distance of 2187.55 feet; thence North 15°40' West a distance of 50.00 feet to the Point-of-Beginning; thence North 15°40' West of 150 feet less, to the South of the Ray of Florida, designated as Point "A"; thence North 15°40' West of 150 feet less, to the beginning; then South 24°20' East a distance of 191.85 feet along the Northerly Right-of-Way of SR 5; thence 15°40' West a distance of 820 feet less or more, along the Westerly boundary of Raymour Beach, according to the Plat as recorded in Plat Book 1, Page 16, of the Public Records of Marion County, Florida, in the State of Florida, designated as Point "B"; thence westerly said shoreline from Point "B" to Point "A" to a Southwesterly direction a distance of 255 feet, less or more.

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Journal compilation © 2006 Blackwell Publishing Ltd

1. This is a **BOUNDARY, TOPOGRAPHIC AND IDEAL WATER SURVEY**, as defined in Chapter 51-17.05(10)(A)-(K) of the Florida Administrative Code. This Ideal Water Survey complies with Chapter 177, Part II, Florida Statutes.
2. The Legal Description herein was written at the request of Monroe County, Monroe County School Board and the City of Manatee for the purpose of establishing a new boundary line agreement and parcel configuration. The Parent Parcel Legal Descriptions are as provided by the client.
3. This field survey was completed on 3/21/2022 for the sole and exclusive benefit of the parties listed herein and shall not be relied upon by any other entity or individual whatsoever, hereinafter, any reuse of this survey for any purpose other than which was intended, without the written permission of the undersigned Surveyor & Maples, will be done at the risk of the reusing party and without any liability to the undersigned surveyor & maples.
4. The Mean High Water Elevation (MHW) shown herein is per Mean High Water Projections Approved Letter by Florida Department of Environmental Protection (FDEP) on February 21, 2022. See Interpolated Point 2122 extended to site, having a Mean High Water Elevation of +4.1 feet North American Vertical Datum of 1988 (NAVD83). Elevation of 0.99 feet National Geodetic Vertical Datum of 1919 (NGVD19).
5. This survey was prepared with the benefit of Florida Department of Transportation Corridor Map of State Road 5 Section 90046.
6. This survey delineates the locations of the legal descriptions on the ground, but does not determine ownership or property rights.
7. This survey map and report to the copies thereof are not valid without the signature and the original (red) seal of a Florida Licensed Surveyor and Maples.
8. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
9. This survey was prepared without the benefit of a Title Commission. Landowners shown herein were not abridged by Record & Associates for easements, right-of-way, ownership or other instruments of record.

11. Coordinates and/or benchmark elevations are based on Grid North and are referenced to the National State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11). Established by a real-time network (RTN) solution is confined to a 2-centimeter local accuracy, with the National tri-state right-of-way line of US Highway 1 / State Road 5 / Overseas Highway having a bearing of  $5^{\circ}25'21.7''$  W and all other bearings are relative there.

12. State plane coordinate control was established by averaging multi-baseline Global Positioning System (GPS) observations using Spectra Precision 540E receivers and Trimble V50S network. Horizontal measurements were than obtained using Real-time Kinematic (RTK) solution using Spectra Precision 540E GPS receivers. Survey methods used for conventional survey methods included Trimble 550 robotic total station, total station with Spectra Precision Ranger2 with Survey Pro. Well identified features in line survey were used measured to a horizontal positional accuracy of 0.05 feet.

33. Elevations shown hereon are referenced to the National Geodetic Vertical Datum of 1929 (NGVD29) unless noted otherwise, as established by National Geodetic Survey (NGS) Control Point II 397, "PID AA1704" having a published elevation of 6.17 feet (NGVD29) and 4.75 feet (NAVD88). To reach NAVD88 elevations from NGVD29 shown hereon you subtract (-) 1.42 feet (NGVD29 - 1.42' = NAVD88). Elevations shown hereon on impervious surfaces were field measured to 0.03' and on ground surfaces to 0.1'.

14. Subject property is located in Flood Zones X, X (SHADED), AE (ELB), AE (EL9) and VE (EL12) per FEMA firm map number 12087C; panel number 0992K with an effective date of 02/18/05. Firm map base flood elevation refers to NGVD29. Flood zone lines shown on this survey were downloaded from [nrc.fema.gov](http://nrc.fema.gov) on 7/12/2021 as a georeferenced shape file and imported. An accurate zone determination should be made by the preparer of said map, the Federal Emergency Management Agency, or the local governmental agency having jurisdiction over such matters prior to any judgments being made from the zone as noted.

15. Aerial imagery shown hereon was obtained from Henrico County Property Appraiser. Aerial dated 2021 is shown for informational purposes only.

16. Symbols shown hereon may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.

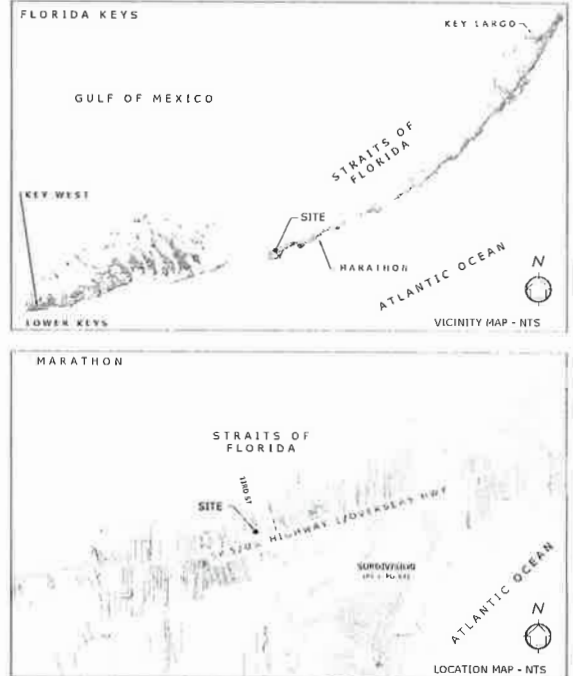
17. The attached maps are intended to be displayed at a scale of: Sheet 2 1" = 40', Sheets 3-4 1" = 20'.

18. Units of measurement are in U.S. Survey Feet and decimal parts thereof.

19. No underground improvements, if any, were located except as shown herein.

[illegible]

1. Legal Description, Surveyor's Report, Sheet Index, Vicinity Map, Location Map, Abbreviations, Zoning Information, Certification
2. Map of Survey Overall Boundary, Symbol Legend, Line Tables
- 3-4. Map of Survey Detail Sheets



**PARCEL INFORMATION \***

- 1 Parcel ID 00102310-000800 - MONROE COUNTY FLA - 3103 OVERSEAS HWY, MARATHON
- 2 Parcel ID 00102310-000600 - CITY OF MARATHON - 401 3RD ST, MARATHON
- 3 Parcel ID 00102310-000400 - CITY OF MARATHON - END OF 3RD 3RD ST, MARATHON
- 4 Parcel ID 00102310-000200 - SCHOOL BOARD OF MONROE COUNTY - 2300 OVERSEAS HWY, MARATHON
- 5 Parcel ID 00102310-000500 - CITY OF MARATHON - TEEN CENTER 3RD ST, MARATHON

ue County  
 ue County School Board  
 of Marathon  
 a Department of Environmental Protection

by certify that this survey was made under the direction of Professional Surveyors and Mappers for this survey, when Schedule D has been completed (setbacks), 1(b) (setback encroachments), & 1(b).

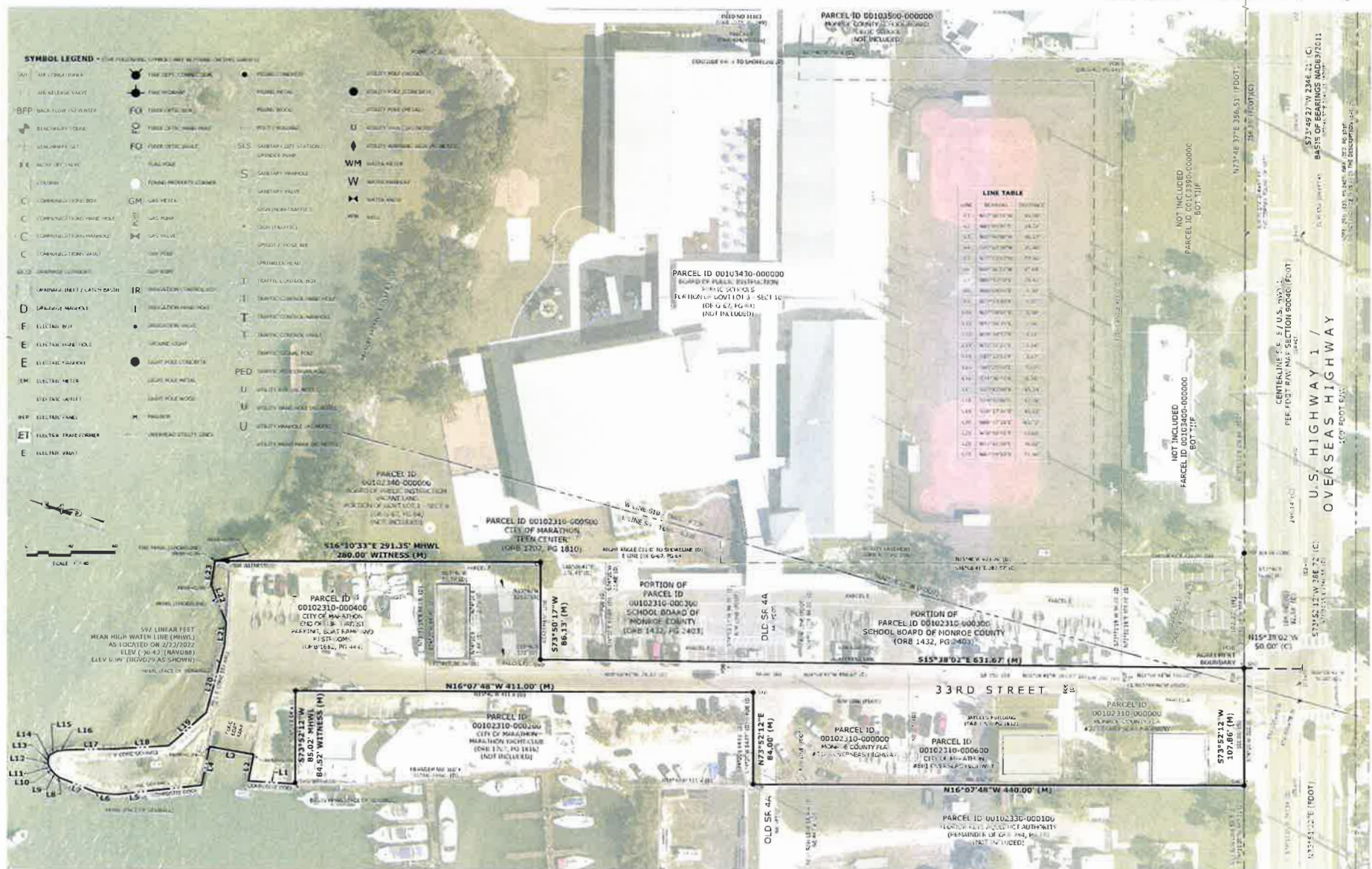
Professional  
Surveyor and  
Mapper

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Page 179 of 261



35TH STREET



REECE & ASSOCIATES  
INCORPORATED, 10000 W. 10TH AVE., SUITE 300, DENVER, CO 80231

PROJECT-27018266									
CAD : C:\CCTB\18 - 21st St W\Project\27018266\18-21st St W.dwg (4/1/2024)									
FID		REV		REVTS		DATE		2/7/2022	
OFF		CDRPS		SCALE		1 = 48'			
END	REV	SHEET		2		OF		4	
						DATE		06-14-2022	
						REVISION		NO	

**BOUNDARY, TOPOGRAPHIC &  
TIDAL WATER SURVEY**

SECTIONS 9 & 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
MARATHON, MONROE COUNTY, FLORIDA



## Page 181 of 261



**BOUNDARY, TOPOGRAPHIC &  
TIDAL WATER SURVEY  
33RD STREET PARCELS**  
SECTIONS 9 & 10, TOWNSHIP 56 SOUTH, RANGE 32 EAST  
MARATHON, MONROE COUNTY, FLORIDA



[illegible][illegible]



# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTIONS 9 & 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST

### LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1432, PAGE 2403, A PORTION OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1707, PAGE 1810 AND A PORTION OF OLD STATE ROAD 4-A (SR 4A), ALL LYING IN SECTIONS 9 & 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1) S73°49'27"W, 356.51 FEET; (2) S73°52'12"W, 286.00 FEET TO THE SOUTHEAST CORNER OF PARCEL D ACCORDING TO OFFICIAL RECORDS BOOK 1432, PAGE 2403

OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID NORTH RIGHT-OF-WAY LINE, S73°52'12"W 102.28 FEET TO A POINT OF INTERSECTION WITH A 2022 AGREEMENT LINE; THENCE ALONG SAID 2022 AGREEMENT LINE THE FOLLOWING TWO (2) COURSES: (1) N15°38'02"W 631.67 FEET; (2) N73°50'17"E 86.13 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF AFORESAID OFFICIAL RECORDS BOOK 1432, PAGE 2403, SAME BEING THE WEST LINE OF DEED BOOK G-7, PAGE 64; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: (1) S16°10'33"E 521.94 FEET; (2) N73°49'27"E 10.18 FEET; (3) S16°10'33"E 109.77 FEET TO THE NORTH RIGHT-OF-WAY LINE OF SR 5 AND THE POINT OF BEGINNING.

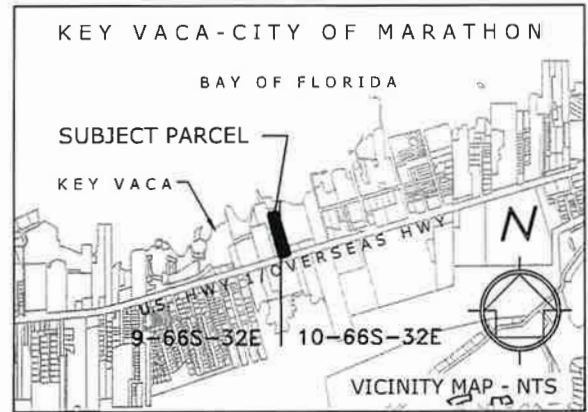
CONTAINING 1.318 ACRES OR 57,409 SQUARE FEET, MORE OR LESS.

### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11), with the North Right-of-way line of SR 5 / US Highway 1 having a bearing of S73°49'27"W.
7. This was prepared with the benefit of a Boundary, Topographic and Tidal Water Survey prepared by the undersigned. Revision 1 dated 5/2/2022. Agreement line as shown was taken from survey.

### ABBREVIATIONS:

AC = ACRES  
(D) = PER DEED DESCRIPTION  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK (OF MONROE COUNTY, FL)  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PG = PAGE  
R/W = RIGHT OF WAY  
SQ FT = SQUARE FEET  
SR = STATE ROAD



### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 51-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Robert Reece

Digitally signed by Robert  
Reece  
Date: 2023.06.19 09:47:59  
0'00'

ROBERT E. REECE  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5632



### REVISIONS:

SCALE: N/A		
PROJECT NO: 23060608		
SHEET NO: 1 OF 2		
DESCRIPTION AND SKETCH		
33RD ST, KEY VACA, CITY OF MARATHON		
MONROE COUNTY, FL		
DATE: 6/15/2023	OFFICE: CAD: CADAMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED



# **SKETCH OF DESCRIPTION**

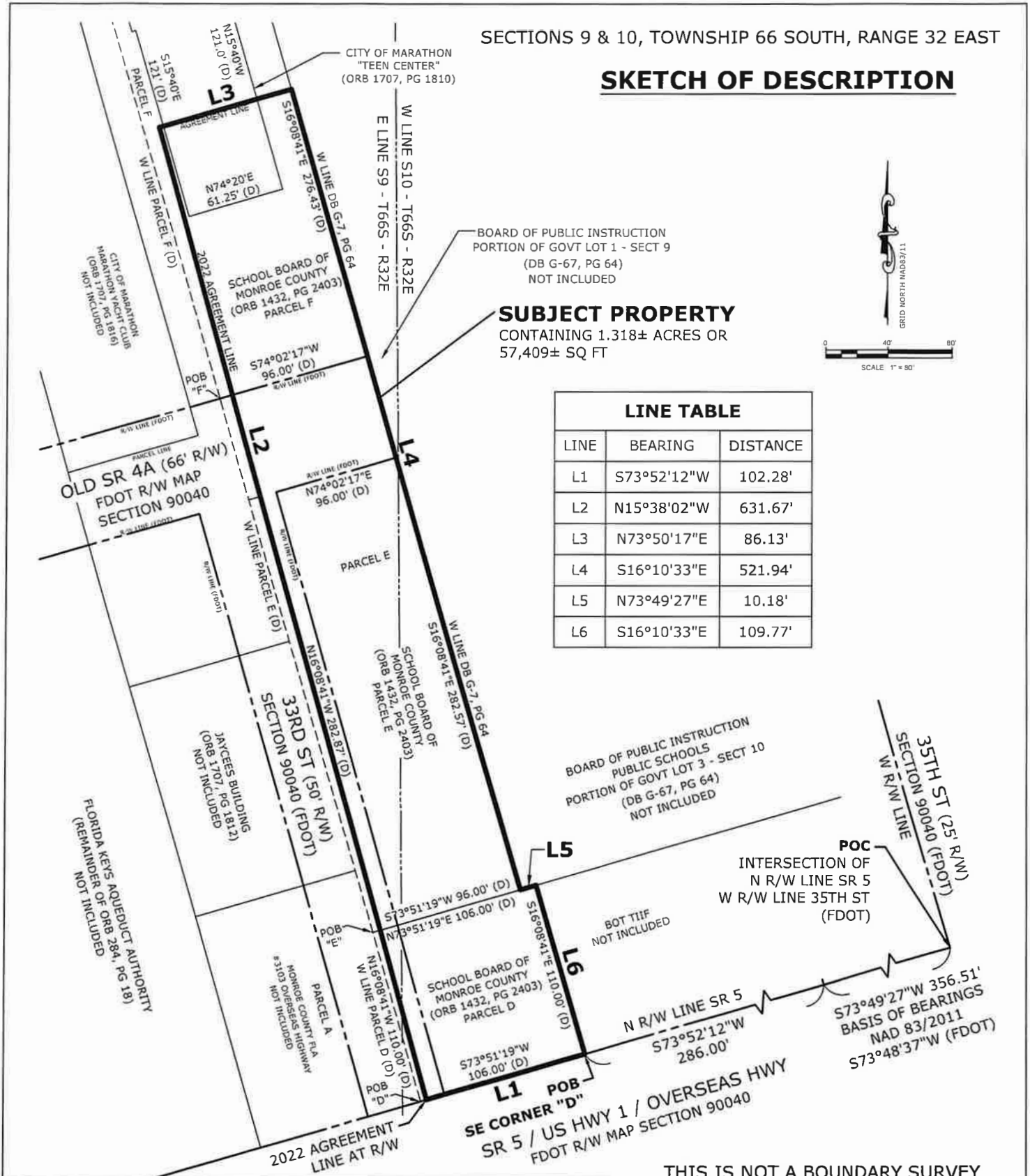


SCALE 1" = 80'

**SUBJECT PROPERTY**  
CONTAINING 1.318± ACRES OR  
57,409± SQ FT

## **LINE TABLE**

LINE	BEARING	DISTANCE
L1	S73°52'12"W	102.28'
L2	N15°38'02"W	631.67'
L3	N73°50'17"E	86.13'
L4	S16°10'33"E	521.94'
L5	N73°49'27"E	10.18'
L6	S16°10'33"E	109.77'



THIS IS NOT A BOUNDARY SURVEY

REVISIONS:

SCALE:  
1" = 80'

PROJECT NO:  
23060608

SHEET NO:  
2 OF 2

DESCRIPTION AND SKETCH  
33RD ST, KEY VACA, CITY OF MARATHON  
MONROE COUNTY, FL

DATE:  
6/15/2023

OFFICE:  
CAD: CADaMS  
CHECKED: KMB

NOT WHOLE OR  
COMPLETE WITHOUT  
ALL SHEETS ATTACHED

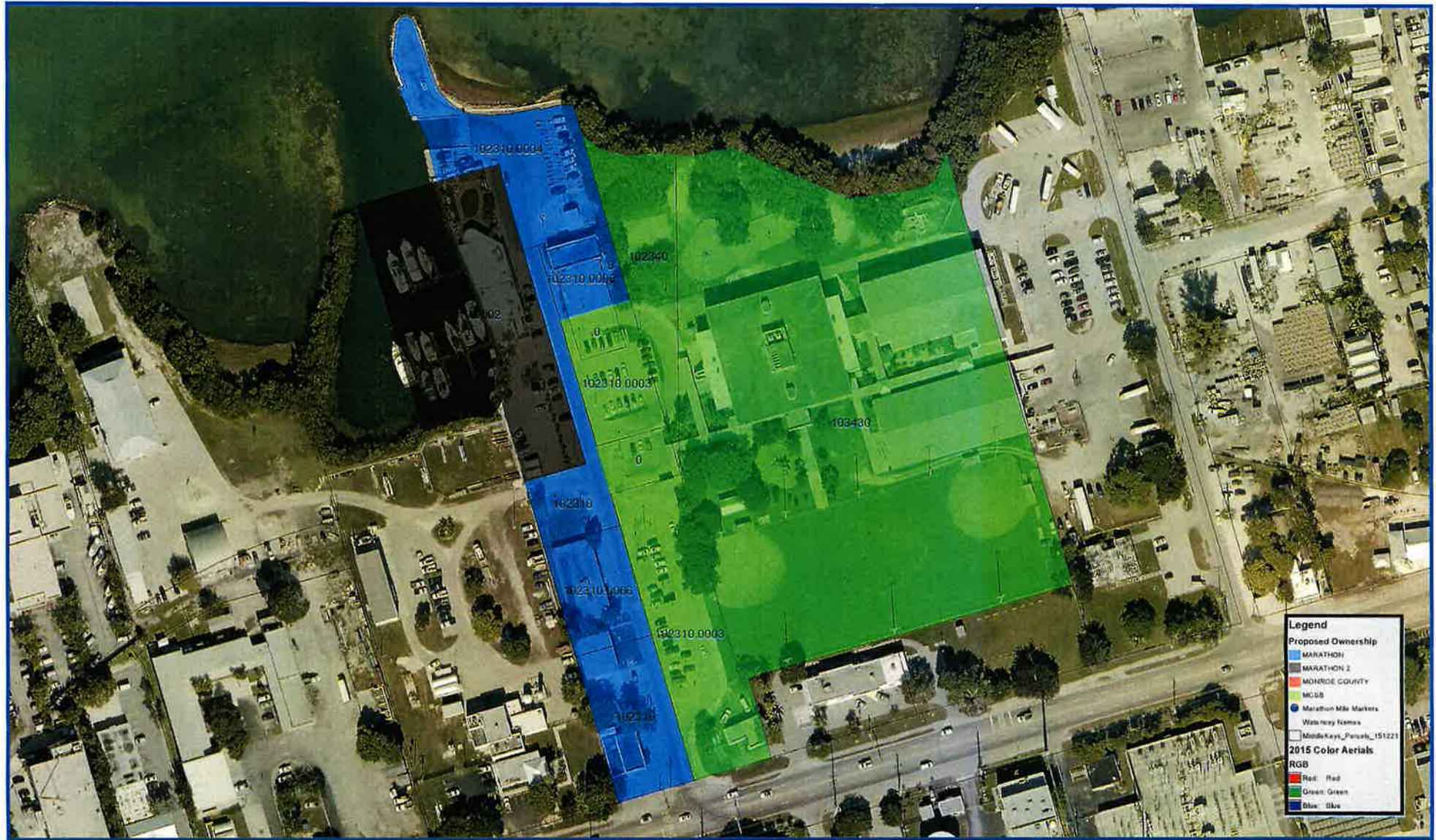
**REECE & ASSOCIATES**  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM



# Exhibit "C"







Return to: (Enclosed self-addressed stamped envelope)  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

This Instrument Prepared By:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Property Appraiser's Parcel I.D. (folio) Number(s):  
\_\_\_\_\_

**Note to Recorder: Pursuant to F.S. 201.01 the subject deed is exempt from documentary stamp tax as the conveyance is between a political subdivision and a county agency.**

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, whose post office address is 1100 Simonton Street, Key West, FL 33040, party of the first part, and **THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**, a contracting agent for the School District of Monroe County, Florida, whose post office address is 241 Trumbo Road, Key West, Florida 33040, party of the second part.

**WITNESSETH**, That the said party of the first part, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said party of the second part all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Monroe, State of Florida, to wit:

**A PORTION OF OLD STATE ROAD 4-A (SR 4A) IN SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1) S73°49'27"W, 356.51 FEET; (2) S73°52'12"W, 388.28 FEET TO THE POINT OF INTERSECTION WITH A 2022 AGREEMENT LINE; THENCE ALONG SAID 2022 AGREEMENT LINE, N15°38'02"W 392.56 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A ACCORDING TO AFORESAID FDOT SECTION 90040 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE 2022 AGREEMENT LINE, N15°38'02"W 66.00 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, N74°00'25"E 87.76 FEET TO THE EASTERLY TERMINUS OF OLD STATE ROAD 4A, SAME BEING A POINT ON THE WEST LINE OF THE BOARD OF PUBLIC INSTRUCTION PORTION OF GOVERNMENT LOT 1 IN SECTION 9 ACCORDING TO DEED BOOK G-67, PAGE 64; THENCE ALONG SAID EASTERLY**

**TERMINUS, S16°10'33"E 66.00 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, S74°00'25"W 88.39 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 0.133 ACRES OR 5,813 SQUARE FEET, MORE OR LESS (hereinafter "Subject Property").**

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part forever.

**IN WITNESS WHEREOF,** the said party of the first part has signed and sealed these presents the day and year first above written.

(SEAL)

ATTEST:

MONROE COUNTY BOARD OF  
COUNTY COMMISSIONERS

\_\_\_\_\_  
KEVIN MADOK  
Clerk of Monroe County, FL

By: \_\_\_\_\_  
Mayor Jim Scholl

(County Seal)

Signed, Sealed and Delivered  
In the Presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF MONROE

Subscribed and sworn to (or affirmed) before me, by means of ☐ physical presence or ☐ online notarization, on \_\_\_\_\_ (date) by \_\_\_\_\_, Mayor of the Monroe County Board of County Commissioners, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST

### LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

A PORTION OF OLD STATE ROAD 4-A (SR 4A) IN SECTION 9, TOWNSHIP 66 SOUTH, RANGE 32 EAST ON KEY VACA, CITY OF MARATHON, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 5 / U.S. HIGHWAY 1 / OVERSEAS HIGHWAY (SR 5) AND THE WEST RIGHT-OF-WAY LINE OF 35TH STREET ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAY SURVEY SECTION 90040; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SR 5 THE FOLLOWING TWO (2) COURSES: (1)  $S73^{\circ}49'27''W$ , 356.51 FEET; (2)  $S73^{\circ}52'12''W$ , 388.28 FEET TO THE POINT OF INTERSECTION WITH A 2022 AGREEMENT LINE; THENCE ALONG SAID 2022 AGREEMENT LINE,  $N15^{\circ}38'02''W$  392.56 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A ACCORDING TO AFORESAID FDOT SECTION 90040 AND THE **POINT OF**

**BEGINNING**; THENCE CONTINUE ALONG THE 2022 AGREEMENT LINE,  $N15^{\circ}38'02''W$  66.00 FEET TO THE INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE,  $N74^{\circ}00'25''E$  87.76 FEET TO THE EASTERLY TERMINUS OF OLD STATE ROAD 4A, SAME BEING A POINT ON THE WEST LINE OF THE BOARD OF PUBLIC INSTRUCTION PORTION OF GOVERNMENT LOT 1 IN SECTION 9 ACCORDING TO DEED BOOK G-67, PAGE 64; THENCE ALONG SAID EASTERLY TERMINUS,  $S16^{\circ}10'33''E$  66.00 FEET TO THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF OLD STATE ROAD 4A; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE,  $S74^{\circ}00'25''W$  88.39 FEET TO THE POINT OF BEGINNING.

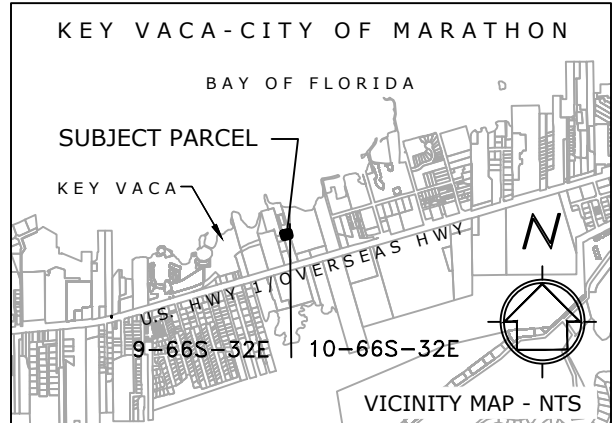
CONTAINING 0.133 ACRES OR 5,813 SQUARE FEET, MORE OR LESS

### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11), with the North Right-of-way line of SR 5 / US Highway 1 having a bearing of  $S73^{\circ}49'27''W$ .
7. This was prepared with the benefit of a Boundary, Topographic and Tidal Water Survey prepared by the undersigned. Revision 1 dated 5/2/2022. Agreement line as shown was taken from survey.

### ABBREVIATIONS:

AC = ACRES  
(D) = PER DEED DESCRIPTION  
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION  
ORB = OFFICIAL RECORDS BOOK (OF MONROE COUNTY, FL)  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PG = PAGE  
R/W = RIGHT OF WAY  
SQ FT = SQUARE FEET  
SR = STATE ROAD



### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

ROBERT E. REECE  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA LICENSE NO. 5632

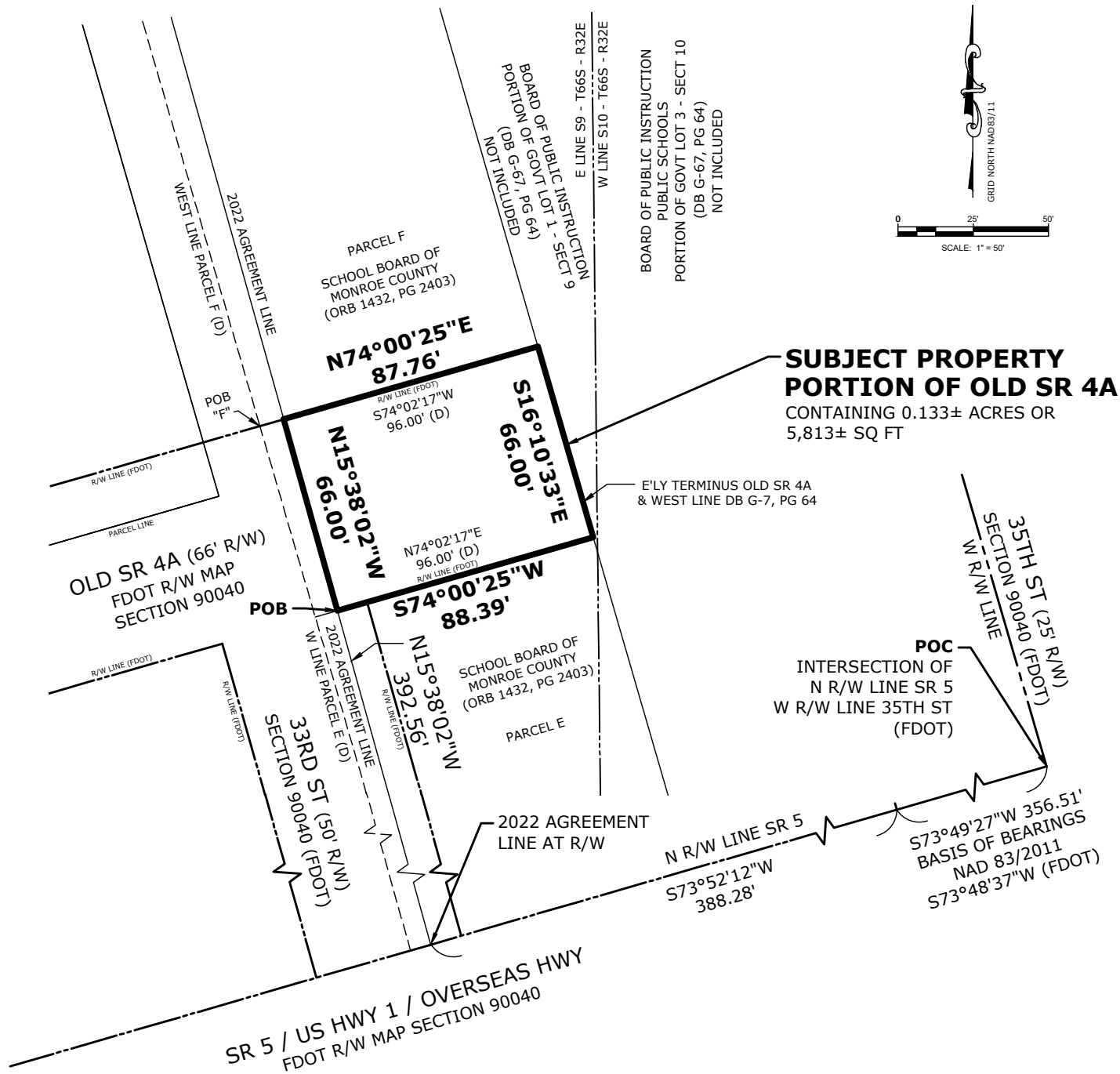
### REVISIONS:

SCALE: N/A	PROJECT NO: 23060608	SHEET NO: 1 OF 2
DATE: 6/15/2023	OFFICE: CAD: CADAms CHECKED: KMB	DESCRIPTION AND SKETCH 33RD ST, KEY VACA, CITY OF MARATHON MONROE COUNTY, FL Page 190 of 261





**SKETCH OF DESCRIPTION**



**SUBJECT PROPERTY  
PORTION OF OLD SR 4A**  
CONTAINING 0.133± ACRES OR  
5,813± SQ FT

**THIS IS NOT A BOUNDARY SURVEY**

**REECE & ASSOCIATES**  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM

REVISIONS:		
SCALE: 1" = 50'	PROJECT NO: 23060608	SHEET NO: <b>2 OF 2</b>
DESCRIPTION AND SKETCH 33RD ST, KEY VACA, CITY OF MARATHON MONROE COUNTY, FL		
DATE: 6/15/2023	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

## COUNCIL AGENDA STATEMENT



Meeting Date: October 14, 2025  
To: Honorable Mayor & Members of the City Council  
From: Brian Bradley, Deputy City Manager  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-94**, Approving And Authorizing A One Year Renewal To The Agreement With Carlos Garcia, Attention Media LLC To Provide Public Information Officer (PIO) Services for The City of Marathon In An Amount Not To Exceed \$100,000 Per Year; And Providing For An Effective Date

---

### BACKGROUND & JUSTIFICATION:

The City of Marathon recommends exercising its one-year renewal. The PIO has helped the City to be more transparent, he has performed well and has exceeded expectations.

### CONSISTENCY CHECKLIST:

1. Comprehensive Plan
2. Other – 2010 Sewer Mandate
3. Not applicable

Yes	No
_____	_____
_____	_____
X _____	_____

### FISCAL NOTE:

The Adopted FY26 General Services Budget includes appropriations of \$100,000 for PIO services.

RECOMMENDATION: Approval

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-94**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER THE AGREEMENT WITH CARLOS GARCIA, ATTENTION MEDIA LLC TO PROVIDE PUBLIC INFORMATION OFFICER (PIO) SERVICES FOR THE CITY OF MARATHON IN AN AMOUNT NOT TO EXCEED \$100,000 FOR PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) contracted with Carlos Garcia, Attention Media LLC for the position of Public Information Officer (PIO); and

**WHEREAS**, Attention Media (the “Contractor”) has helped the City to be more transparent and has exceeded expectations; and

**WHEREAS**, the City finds that exercising its one-year renewal option with the Contractor is in the best interest of the City.

**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 Renewal of the Contract between the City and the Contractor for PIO Services in an amount not to exceed \$100,000, 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 Renewal and expend budgeted funds on behalf of the City.

**Section 3.** This Resolution shall become effective upon adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>TH</sup> DAY OF OCTOBER, 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

**EXTENSION TO CONTRACT  
FOR  
PUBLIC INFORMATION OFFICER (PIO) SERVICES**

This extension to the Contract for Public Information Officer Services (the “Extension”) made and entered into this \_\_\_ day of October, 2025 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as “City”) and Carlos Garcia, Attention Media LLC., a Florida Company, with its address at 216 Coral Road, Islamorada, FL 33036 (hereinafter referred to as “Contractor”).

**WITNESSETH:**

**WHEREAS**, on June 10, 2025, the City and Contractor entered into a Contract for Public Information Officer (PIO) Services (the “Contract”); and

**WHEREAS**, the original contract term allows for an additional term of two (2) one (1) year extensions; and

**WHEREAS**, the City and the Contractor desire to extend the term for the first of the two one-year extensions as set forth in contract herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Extension and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

**Section 2. Term/Commencement Date**

**2.1 TERM:**

This Contract shall continue through December 10, 2026 unless terminated earlier in accordance with Section 13.

**[THE REMAINDER OF THIS PAGE SHALL REMAIN BLANK]**

**IN WITNESS WHEREOF**, City and Contractor have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

---

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

Attention Media LLC.

---

Mr. Carlos Garcia

**EXHIBIT A”**

**CONTRACT**

THIS CONTRACT is made this \_\_\_\_\_day of June, 2025 by and between the City of Marathon, Florida (the “City”) and Carlos Garcia, Attention Media LLC (the “Contractor”).

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as follows:  
The work specified in this Section consists of the routine PIO services not limited to but including the following:
  - A. Meets with City staff to provide guidance and assistance in developing comprehensive public information to increase community awareness of City programs and services. Works with City Manager and Department Heads to advise and coordinate public relations marketing efforts for major announcements or special events utilizing all media tools available including but not limited to utilizing press releases, social media (Facebook, twitter, etc.), television, and email.
  - B. Works in crisis communication environment with public and private sector communications professionals.
  - C. Tasks specifically, but not limited to, include the following:
    - a) Attends all meetings of the Marathon City Council and attends all meetings as directed by City Manager to be informed on business and operational matters of the City.
    - b) Researches, writes, and disseminates information for news releases, radio, newsletters, television, internet, intranet, social media, and other communications media.
    - c) Tracks hot issues and trends concerning citizens' inquiries and requests and provides information accordingly orally and/or in writing as needed.
    - d) Prepares information in formats such as brochures, posters, and charts to explain functions of City programs or operations to the general public, civic and educational groups.
    - e) Designs and writes content and maintains the City's Website content: interfaces with technical staff as necessary to implement more complex projects.
    - f) Take photographs and/or video for news releases and internal publications.
    - g) Performs other duties as assigned.

## **2. COMPENSATION/PAYMENT**

2.1 Contractor shall provide the City with an invoice on a by-weekly schedule with invoice dates on the 1st and the 15th of each month. Invoices must be submitted within five (5) days before each invoice date stating the services provided in the preceding by-weekly period.

2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month. (\$8,250.00 monthly based on 40 hours per week)

2.4 In the event that all or a portion of an invoice submitted to the City for payment to the Contractor is disputed, or additional backup documentation is required, the City shall notify the Contractor within fifteen (15) working days of receipt of the invoice of such objection, modification, or additional documentation request. The Contractor shall provide the City 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 Contractor. The City, at its sole discretion, may pay to the Contractor the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of six (6) months. The City may, at its sole option, extend this Agreement on the same or renegotiated terms and conditions for an additional term of two (2) one (1) year extensions. Such extensions shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.
4. **NON-WAIVER-** The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.
5. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:
  - 6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.



Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

7. **INDEMNIFICATION**

7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

7.2. This indemnification obligation shall survive the termination of this Agreement.

7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in, or the materials or methods used by him, on the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders.

All Addendums.

Contract Agreement.

Proposal

Detailed Specifications.

Qualification Statement.

Insurance Certificates

Licenses

## 9. **CONTRACTOR'S EMPLOYEES**

- 9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 9.2. The contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 9.4. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 9.5 Any contractor or employee of contractor that will have access to Any City of Marathon Building or the Fire Station during non-business hours or weekends must provide a clear background check by a company whose business it is to provide backgrounds to include a criminal check. The successful Bidder shall, within ten (10) days of notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and clear background checks with listing of employees who will have access to City Hall or the Fire Station.

10. **VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

11. **INSURANCE** - Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The Contractor shall include the City as an additional insured on all insurance policies. A request for waiver may be requested if requested insurance is not applicable. The insurance coverages shall include a minimum of:

11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold the City liable for employee injury or claims.

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$250,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

11.3 **Commercial General Liability.** Commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

11.4 **Certificates of Insurance** shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

13. **TERMINATION**

13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement and shall do so on the date specified in the notice of termination.

13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

16. **ACCESS TO PUBLIC RECORDS.** The Contractor shall comply with the applicable provisions of Chapter 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement in accordance with the Florida General Records Schedule GS1-SL for State and Local Government Agencies.

**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 CITY OF MARATHON, FLORIDA 9805 OVERSEAS HWY MARATHON, FL 33050**

17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon 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.

18. **SEVERABILITY** -If a term, provision, covenant, contract, or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

20. **COUNTERPARTS-** This contract may be signed by one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

21. **NOTICES/ Authorized Representatives-** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses

For City: George Garrett, City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: Steve Williams, City Attorney  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

Contractor: Carlos Garcia, Owner  
Attention Media LLC  
216 Coral Road  
Islamorada, FL 33036

22. **INDEPENDENT CONTRACTOR**. The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Contract. This Contract shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

23. **COMPLIANCES WITH LAWS**. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

24     **SURVIVAL OF PROVISIONS.** Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25     **PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.**

Attest:

CITY OF MARATHON

By: \_\_\_\_\_  
Diane Clavier, City Clerk

By: \_\_\_\_\_  
George Garrett, City Manager

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

By: \_\_\_\_\_  
Steve Williams, City Attorney

Signed, sealed, and witnessed in the  
presence of:

CONTRACTOR:

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

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

(\*) 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.

24 **SURVIVAL OF PROVISIONS.** Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25 **PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.**


Attest:

CITY OF MARATHON

By: \_\_\_\_\_  
Diane Clavier, City Clerk

By: \_\_\_\_\_  
George Garrett, City Manager

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

By:   
Steve Williams, City Attorney

Signed, sealed, and witnessed in the  
presence of:

CONTRACTOR:

By: 

By: 

(\*) 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.

## COUNCIL AGENDA STATEMENT



Meeting Date: October 14, 2025

To: Honorable Mayor and City Council

From: George Garrett, City Manager

Agenda Item: **Resolution 2025-95**, Authorizing The City To Extend The Agreement With Ballard Partners, Inc. For Professional Consulting And Lobbying Services Before The Legislature Of The State Of Florida; Authorizing The City Manager To Expend Budgeted Funds, And Execute The Extension Agreement; And Providing An Effective Date

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### BACKGROUND & JUSTIFICATION:

The City has contracted with Ballard Partners for lobbying and professional consulting services before the State of Florida since 2013. Ballard Partners has been very effective on the City's behalf before the Florida Legislature, the executive branch of the Florida government and various regional and local governments. Ballard Partners has also kept the City informed on budget and policy differences, funding items affecting the Florida Keys, including economic development incentives, and the State's tourism marketing activities.

The yearly rate of \$60,000 is included in the City's proposed budget for FY 2026. The contract extension otherwise does not otherwise change from the language in the previous version of the contract; other than the term.

### CONSISTENCY CHECKLIST:

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

### FISCAL NOTE:

Funding for this agreement is included in the adopted FY26 City Council and Wastewater Utility Budgets (50%/50% split)

### RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-95**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO EXTEND THE AGREEMENT WITH BALLARD PARTNERS INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS, AND EXECUTE THE EXTENSION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the “City”) recognizes the importance of monitoring and participating in the State legislative process in order to protect the interests of the City and its residents; and

**WHEREAS**, the Consultant and City, through mutual negotiation, have agreed upon a scope of services and fee for legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments; and

**WHEREAS**, the firm of Ballard Partners, Inc. (the “Consultant”), wishes to extend the term of the agreement for one year in order to continue to provide professional legislative consulting and lobbying services before the legislature of the State of Florida on behalf of the City.

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

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

**Section 2.** The extension to the professional services agreement between the City and Consultant, 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 and legality by the City Attorney, is hereby approved.

**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 14<sup>th</sup> DAY OF OCTOBER, 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Landry**

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

**EXTENSION TO CONTRACT  
FOR  
LOBBYING SERVICES**

This extension to the Contract for Lobbying Services (the "Extension") made and entered into this \_\_\_ day of October, 2025 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Ballard Partners Inc., a Florida corporation, with its address at 403 East Park Ave., Tallahassee, FL 32301, (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, on August 30, 2013, the City and Consultant entered into a Contract for Lobbying Services (the "Contract"); and

**WHEREAS**, the City and Consultant have extended the contract every year for an additional year since; and

**WHEREAS**, the City and the Consultant desire to extend the term as set forth in contract herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this Extension and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

**Section 2. Term/Commencement Date**

**2.1 TERM:**

This Contract shall continue through September 30, 2026 unless terminated earlier in accordance with Section 8.

**[THE REMAINDER OF THIS PAGE SHALL REMAIN BLANK]**

**IN WITNESS WHEREOF**, City and Contractor have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

\_\_\_\_\_  
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

Ballard Partners Inc.

  
\_\_\_\_\_  
Brian D. Ballard, President

COUNCIL AGENDA STATEMENT



Meeting Date:           October 14, 2025

To:                       Honorable Mayor & Members of the City Council

Through:               George Garrett, City Manager

Agenda Item:           **Resolution 2025-96**, Approving And Authorizing The City Manager To Extend the Agreement With Culver’s Cleaning Company For Cleaning Services At Marathon City Hall, Fire Station And Utility/Public Works Building In An Amount Not To Exceed \$53,300 Per Year; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

In 2024 the City of Marathon, Florida (the “City”) and Culver’s Cleaning Company (the “Contractor”) entered into an agreement to provide cleaning services at City Hall, Utility/Public Works Building and Marathon Fire Station. The contractor has performed to the City’s satisfaction. The contract has a provision for two extensions of one year each and this is the first extension.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other – 2010 Sewer Mandate	_____	_____
3. Not applicable	X_____	_____

FISCAL NOTE:

Funding for this contract is included in the FY25/26 Adopted General Fund & Wastewater Utility Budgets.

RECOMMENDATION:

Approval

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH CULVER’S CLEANING COMPANY FOR CLEANING SERVICES AT MARATHON CITY HALL, FIRE STATION AND UTILITY/PUBLIC WORKS BUILDING IN AN AMOUNT NOT TO EXCEED \$53,300 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** In November of 2024, the City of Marathon, Florida (the “City”) and Culver’s Cleaning Company (the “Contractor”) entered into an agreement to provide cleaning services at City Hall, Utility/Public Works Building and Marathon Fire Station (the “Services”); and

**WHEREAS,** the agreement allowed for two additional term extensions of one year each; and

**WHEREAS,** the City and the Contractor wish to utilize the first one-year extension to November 15, 2026 to provide the Services in an amount not to exceed \$53,300 per year.

**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 agreement between the City and Culver’s Cleaning Company is hereby extended one year to November 15, 2026 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 approved.

**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 14<sup>TH</sup> DAY OF OCTOBER, 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Landry**

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

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-111**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CULVER'S CLEANING COMPANY FOR CLEANING SERVICES AT MARATHON CITY HALL, FIRE STATION AND UTILITY/PUBLIC WORKS BUILDING IN AN AMOUNT NOT TO EXCEED \$53,300 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon, Florida (the "City") published a Request For Proposals (the "RFP") closing on October 15, 2024, to select a qualified firm to provide cleaning services at City Hall, Utility/Public Works Building and Marathon Fire Station (the "Services"); and

**WHEREAS**, four bidders responded to the RFP to provide the Services and Culver's Cleaning Company was the highest ranked responsive bidder by staff; and

**WHEREAS**, the City wishes to enter into an agreement with Culver's Cleaning Company to provide the Services in an amount not to exceed \$53,300 per year.

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

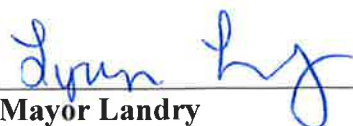
**Section 1.** The above recitals are true and correct and are incorporated herein.

**Section 2.** The agreement between the City and Culver's Cleaning Company, to provide the Services, 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 and legality by the City Attorney, is approved.

**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 12<sup>TH</sup> DAY OF NOVEMBER, 2024.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Landry**

AYES: DelGaizo, Matlock, Smith, Still, Landry  
NOES: None  
ABSENT: None  
ABSTAIN: None

**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:**



City Attorney, Steven T. Williams



**EXHIBIT A"**

**CONTRACT**

THIS CONTRACT is made this 12<sup>th</sup> day of November, 2024 by and between the City of Marathon, Florida (the "City") and Culvers Cleaning Company (the "Contractor").

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as follows:

The work specified in this Section consists of the routine cleaning services not limited to but including the following:

A. Clean and care for buildings and facilities in order to ensure they are maintained in a safe and healthy manner.

B. Maintain storage areas and cleaning equipment, materials, and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.

C. Specifically, but not limited to but including the following:

- a) All cleaning supplies and waste receptacle bags are to be provided by Bidder, with the exception of the following supplies: hand soap, dish soap, dishwasher soap, paper towels, toilet paper, tissues.
- b) Empty all waste receptacles into dumpster as well as remove recycle goods to the recycle bins as scheduled.
- c) Refill towel, toilet paper and soap dispensers in bathrooms as needed.
- d) Wash and disinfect all washroom floors, toilets, toilet seats, hand dryers and fixtures every weekday.
- e) Wash glass entry doors daily and windows and solid doors and handles every other day unless needed more frequently.
- f) Spot clean any marks from walls, doors, hardware, and glass as needed.
- g) Pick up and discard any trash from entrance ways daily (workweek)
- h) Sweep and vacuum floors every weekday.
- i) Wash tile and terrazzo floors weekly unless needed more frequently.
- j) Buff terrazzo floors quarterly or as needed more frequently.
- k) Shampoo carpets quarterly unless needed more frequently (spot clean)
- l) Dust desks, computers, phones, lamps, window sills, window blinds, wall hangings and base boards weekly.
- m) Remove cobwebs as needed.
- n) Clean all interior windows weekly or as needed more frequently.

- o) Clean kitchens and Sanitize kitchen surfaces and fixtures every weekday.
- p) Monthly clean the light fixtures
- q) Report any acts of vandalism or damages.
- r) Maintenance of Inventory. The contractor must inform the City when inventory supplies are low, with 4 days minimum notice of running out of product.

The work shall be performed between 7 am and 8 am for the Fire Station and City Hall Council Chambers and after 5 pm at City Hall and Public Works/Utility Building weekdays and anytime Saturday, Sunday or official holidays and will not exceed 35 hours per week.

## **2. COMPENSATION/PAYMENT**

2.1 . Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month. (\$1,025.00 weekly based on 35 hours per week)

2.4 In the event that all or a portion of an invoice submitted to the City for payment to the Contractor is disputed, or additional backup documentation is required, the City shall notify the Contractor within fifteen (15) working days of receipt of the invoice of such objection, modification, or additional documentation request. The Contractor shall provide the City 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 Contractor. The City, at its sole discretion, may pay to the Contractor the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of two (2) years. The City may, at its sole option, extend this Agreement on the same terms and conditions for an additional term of two (2) one (1) year extensions. Such extensions shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.

4. **CONTRACTOR'S DUTY TO INSPECT** -The Contractor has carefully examined the described City Hall premises and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full responsibility, therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

5. **NON-WAIVER-** The failure of either party to this Contract to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this

Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

7. **INDEMNIFICATION**

7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

7.2. This indemnification obligation shall survive the termination of this Agreement.

7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in, or the materials or methods used by him, on the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders.

All Addendums.

Contract Agreement.

Proposal

Detailed Specifications.

Qualification Statement.

Insurance Certificates

Licenses

## **9. CONTRACTOR'S EMPLOYEES**

- 9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 9.2. The contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 9.4. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 9.5 Any contractor or employee of contractor that will have access to Any City of Marathon Building or the Fire Station during non-business hours or weekends must provide a clear background check by a company whose business it is to provide backgrounds to include a criminal check. The successful Bidder shall, within ten (10) days of notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and clear background checks with listing of employees who will have access to City Hall or the Fire Station.

**10. VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

**11. INSURANCE** - Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. The Contractor shall include the City as an additional insured on all insurance policies. The insurance coverages shall include a minimum of:

11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold the City liable for employee injury or claims.

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

11.3 **Commercial General Liability.** Commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

11.4 **Certificates of Insurance** shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

13. **TERMINATION**

13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement and shall do so on the date specified in the notice of termination.

13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

16. **ACCESS TO PUBLIC RECORDS-** The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Agreement in accordance with the Florida General Records Schedule GS1-SL for State and Local Government Agencies. 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 [Cityclerk@ci.marathon.fl.us](mailto:Cityclerk@ci.marathon.fl.us) or 305-743-0033.

17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon 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.

18. **SEVERABILITY** -If a term, provision, covenant, contract, or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

20. **COUNTERPARTS-** This contract may be signed by one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

21. **NOTICES/ Authorized Representatives-** Any notices required by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses

For City: George Garrett, City Manager  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: Steve Williams, City Attorney  
City of Marathon, Florida  
9805 Overseas Highway  
Marathon, Florida 33050

Contractor: Anthony Culver, Owner  
Culvers Cleaning Company  
P.O. Box 500333  
Marathon, FL 33050

22. **INDEPENDENT CONTRACTOR.** The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Contract. This Contract shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.

23. **COMPLIANCES WITH LAWS.** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

- 24 **SURVIVAL OF PROVISIONS.** Any terms or conditions of either this Contract that require acts beyond the date of the term of the Contract, shall survive termination of the Contract, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 25 **PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

**IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.**

Attest:

CITY OF MARATHON

By: Heelaugh H. Palmer  
for Diane Clavier, City Clerk Deputy Clerk

By: George Garrett  
George Garrett, City Manager

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

By: Steve Williams  
Steve Williams, City Attorney

Signed, sealed, and witnessed in the  
presence of:

CONTRACTOR:

By: Angela Davis-Culver

By: Anthony Culver

(\*) 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.

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF MARATHON TRANSFERRING NINETEEN (19) EARLY EVACUATION AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS FOR A PROJECT IN THE OWNERSHIP OF MONROE COUNTY LOCATED AT 490 63<sup>RD</sup> STREET, HAVING REAL ESTATE NUMBER 00339920-000000; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) wishes to enter into an Interlocal Agreement (ILA) with Monroe County (the “County”) for the purposes of Transferring early evacuation affordable housing unit allocations; and

**WHEREAS**, the ILA transfers nineteen (19) early evacuation affordable allocations to the City of Marathon and requiring that all nineteen (19) early evacuation units be constructed at 490 63<sup>rd</sup> Street pursuant to the ILA approved pursuant to this Resolution; and

**WHEREAS**, the Interlocal Agreement with the County is in the best interest of Monroe County and the City of Marathon for the purposes of providing opportunities for affordable housing,

**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 Interlocal Agreement (ILA) attached hereto as Exhibit “A”, between Monroe County and the City of Marathon transferring early evacuation affordable housing residential allocations for a project located at 490 63<sup>rd</sup> Street is hereby approved. The Mayor is authorized to sign the ILA 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 14<sup>th</sup> DAY OF OCTOBER, 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

**INTERLOCAL AGREEMENT BETWEEN MONROE COUNTY  
AND THE CITY OF MARATHON  
TRANSFERRING AFFORDABLE WORKFORCE HOUSING EARLY EVACUATION  
ROGO ALLOCATIONS**

This Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 (the “City”).

**WITNESSETH:**

**WHEREAS**, Monroe County and the City of Marathon recognize the value of regional partnerships in smart growth; and

**WHEREAS**, Policy 101.3.10 of the Year 2030 Monroe County Comprehensive Plan allows Rate of Growth Ordinance building permit allocations (ROGOs) for affordable housing projects to be pooled and transferred between local government jurisdictions within the Florida Keys Area of Critical State Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

**WHEREAS**, on August 20, 2025, the Monroe County Board of County Commissioners (“Monroe County”, “Board”, “BOCC”, or the “County”) adopted BOCC Ordinance Nos. 018-2025 and 019-2025, amending the Monroe County Comprehensive Plan’s Future Land Use and Housing Elements and the Monroe County Land Development Code to allow award of workforce early evacuation unit ROGO allocations without the 1-for-1 exchange requirements and to allow affordable workforce early evacuation unit building permit allocations to be transferred to another government jurisdiction for County-initiated affordable housing projects within incorporated municipalities, as approved through an interlocal agreement between the sending and receiving local governments; and

**WHEREAS**, Chapter Five (5) of the City Comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

**WHEREAS**, Monroe County and the City of Marathon have previously entered into Interlocal Agreements to transfer ROGOs; and

**WHEREAS**, Monroe County and the City of Marathon recognize the potential economic value of such transferable affordable allocations; and

**WHEREAS**, this Agreement is entered into according to the authority of Florida Statutes, Section 163.01, *et. seq.*, Florida Interlocal Cooperation Act of 1969, which states:

“It is the purpose of this section to permit local government units to make the most

efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

**WHEREAS**, the comprehensive plans of Monroe County and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

**WHEREAS**, the Monroe County Board of County Commissioners currently owns the property described below (“Subject Property”):

**Parcel ID No. 00339920-000000; Alt. Key No. 1417530**  
**490 63<sup>rd</sup> Street**  
**Marathon, FL 33050**

**LOTS 1, 2, 3 and 4, BLOCK B, SHERYL SUBDIVISION NO. 2, a subdivision according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida, together with any and all improvements thereon.**

**Also described as:**

**A parcel of land located in SHERYL SUBDIVISION NO. 2, according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida. Said property being more particularly described as follows: COMMENCING at the N. W. Corner of Lot 1, Block B, SHERYL SUBDIVISION NO. 2, according to the Plat thereof as recorded in Plat Book 4, Page 43, of the Public Records of Monroe County, Florida, said point also being known as the POINT OF BEGINNING; from said POINT OF BEGINNING run East and perpendicular to Ronald Road of said Subdivision for a distance of 99.44 feet to a point; thence at right angles, South and parallel with said Ronald Road, run a distance of 334.15 feet to a point; thence bear West and at right angles to the preceding course for a distance of 99.44 feet to a point also being the Southwesterly corner of Lot 4, Block B, SHERYL SUBDIVISION NO. 2; thence at right angles and bearing North along the Easterly right-of-way line of Ronald Road, run a distance of 334.15 feet, back to the POINT OF BEGINNING.**

**WHEREAS**, on May 21, 2025, at their regular meeting, the BOCC adopted Resolution No. 190-2025, approving \$8,550,000.00 from the Monroe County Affordable Tourism Housing Program for the demolition of existing building(s) and development of up to nineteen (19) new affordable workforce housing units by the Monroe County Housing Authority (“MCHA”) on the Subject Property, which will be designated for employees of private sector tourism-related businesses in accordance with Monroe County Resolution No. 544-2024; and

**WHEREAS**, on August 20, 2025, at their regular meeting, the BOCC adopted Resolution 286-2025, approving the reservation of nineteen (19) affordable workforce early evacuation unit ROGO allocations for development by the MCHA on the Subject Property; and

**WHEREAS**, the County hereby agrees to transfer to the City nineteen (19) affordable housing allocations to allow Marathon to issue permits to the County and/or MCHA to develop the Subject Property with up to nineteen (19) affordable workforce housing units designated for employees of private sector tourism-related businesses in accordance with Monroe County Resolution No. 544-2024; and

**WHEREAS**, the parties have determined that this Agreement is in the best interests of the public.

**NOW, THEREFORE**, the parties hereto agree as follows:

**Section 1. RECITALS:** The foregoing recitals, findings of fact, and conclusions of law are hereby incorporated as if fully stated herein.

**Section 2. TRANSFER:** The parties agree to permit the transfer of up to nineteen (19) affordable workforce early evacuation unit ROGO allocations from the County to the City of Marathon, and subject to the conditions contained herein, including but not limited to:

a. The filing of a 99-year Affordable Housing Deed Restriction on all of the nineteen (19) affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances of the City of Marathon for affordable housing development, and the applicable provisions of the Monroe County Comprehensive Plan for affordable workforce housing early evacuation units.

b. Upon written County notification of discontinuance of plans to develop the property with affordable workforce housing early evacuation units, the allocations shall automatically be returned to the County and this Agreement shall accordingly become null and void.

**Section 3. ASSIGNMENT:** Monroe County has assigned its right to issue building permits utilizing the nineteen (19) affordable workforce housing early evacuation units to the City, and the associated building permits are to be issued by the City, subject to the Code of Ordinances of the City of Marathon for affordable housing development. The nineteen (19) affordable workforce housing early evacuation unit allocations are to be used specifically by the County and/or MCHA for development at the Subject Property.

**Section 4. TERM:** Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until fully performed by the parties and MCHA or discontinued by the County as stated in Section 2.

**Section 5. NOTIFICATION:**

- A. All notices and other communications hereunder by the City of Marathon must be in writing and shall be provided by certified U. S. Postal Service Certified mail to Monroe County in the following form and address, or to any other address which either party may designate to the other by mail:

Christine Hurley, Monroe County Administrator  
Monroe County Historic Gato Building  
1100 Simonton Street  
Key West, FL 33040

Planning & Environmental Resources Department  
**Attn: Senior Director**  
2978 Overseas Highway  
Marathon, FL 33050

Monroe County Attorney Robert B. Shillinger, Jr., Esquire  
Monroe County Attorney's Office  
1111 12<sup>th</sup> Street, Suite 408  
Key West, FL 33040

- B. All notices and other communications hereunder by the County must be in writing and shall be provided in the following form and address, or to any other address which either party may designate to the other party by mail:

George Garrett  
City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Brian Shea  
Planning Director  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

With a copy to: Steven Williams, Esquire  
City Attorney  
City of Marathon  
9805 Overseas Highway  
Marathon, FL 33050

Randy Sterling  
Executive Director  
Monroe County Housing Authority

1400 Kennedy Drive  
Key West, FL 33040

Any notice under this Agreement shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

**Section 6. GOVERNING LAWS/VENUE:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

**Section 7. NONDISCRIMINATION:** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s. 1975, as amended (42 U.S.C. ss. 6101-6107)), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. ss. 290 dd-3 and 290 ee03), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.021, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; and (9) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

**Section 8. CODE OF ETHICS:** The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**Section 9. NO SOLICITATION/PAYMENT:** The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee

working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 10. SUBORDINATION:** This Agreement is subordinate to the laws and regulations of the United States and the State of Florida, whether in effect on commencement of this Agreement or adopted after that date.

**Section 11. INCONSISTENCY:** If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the County's responsibility and liability.

**Section 12. PUBLIC ACCESS TO RECORDS:** The parties must comply with all Florida public records laws, including but not limited to Chapter 119, Florida Statutes, and Section 24, Article I, of the Florida Constitution; the parties shall keep and maintain, and allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other "public record" materials in its possession or under its control subject to the provisions of said statutory and constitutional provisions and made or received by the parties in conjunction with this Agreement. The parties are likewise required to ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

**IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GAELAN JONES AT PHONE# 305-292-3470 JONES-GAELAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.**

**Section 13. NON-RELIANCE BY NON-PARTIES:** Other than as stated herein, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither the County nor the City or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**Section 14. NO PERSONAL LIABILITY:** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party

shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**Section 15. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT:** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**Section 16. MISCELLANEOUS:** Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

**Section 17. COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterpart shall constitute one and the same instrument.

**Section 18. SEVERABILITY:** The provisions of this ILA are declared to be severable, and if any sentence, section, clause or phrase of this ILA 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 19. EFFECTIVE DATE:** This Agreement shall take effect upon effectiveness of Monroe County Ordinance No. 018-2025 and Monroe County Ordinance No. 019-2025.

**IN WITNESS WHEREOF,** each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

**ATTEST: KEVIN MADOK, CLERK**

By: \_\_\_\_\_  
As Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA**

By: \_\_\_\_\_  
James K. Scholl, Mayor

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

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

ATTEST:

By: \_\_\_\_\_  
THE CITY OF MARATHON, FLORIDA

\_\_\_\_\_  
DIANE CLAVIER  
City Clerk

By: \_\_\_\_\_  
Mayor Lynn Landry Date



(City Seal)

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

By: \_\_\_\_\_  
Steven Williams  
City Attorney

DRAFT



## COUNCIL AGENDA STATEMENT

Date: October 14, 2025

To: Honorable Mayor and City Council

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

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-98**, Approving Change Order Number 1 For Re-Development Of The Marina Finger Piers At Seven Mile Marina In The Amount Of \$85,738.00; Authorizing The City Manager To Sign The Change Order And To Expend Budgeted Funds; And Providing An Effective Date

### BACKGROUND & JUSTIFICATION:

On July 30, 2025, the City entered into an agreement with LPS Contracting, Inc for the Re-Development of the marina piers at the Seven Mile Marina property. The City has budgeted funds to repair the pier docks at the 33<sup>rd</sup> Street and Quay Boat Ramps, which said work is the same as the pier reconstruction for the Seven Mile Marina project. LPS's bid was the lowest bid accepted for this type of work. The CO provides additional savings for the City with regard to the cost of bidding the project and uses the pricing established under the contract. In addition to the repairs to the boat ramp piers, the Fire Department has requested that the propose boat lift at the Seven Mile Marina Property my modified from a 10,000 lb. lift to a 16,000 lb. lift to accommodate the new rescue vessel, and provide some leeway for any future upgrades to the Departments rescue vessel. Staff have reviewed the pricing provided by LPS and determined them to be reasonable and in line for the proposed work.

### CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan:	_____	_____
2. Other: _____	_____	_____
3. Not applicable: X		

### FISCAL NOTE:

Funding for this work is included in the FY26 Adopted Nearshore Waters Budget and Capital Infrastructure Budget.

### RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-98**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING CHANGE ORDER NUMBER 1 FOR RE-DEVELOPMENT OF THE MARINA FINGER PIERS AT SEVEN MILE MARINA IN THE AMOUNT OF \$85,738.00; AUTHORIZING THE CITY MANAGER TO SIGN THE CHANGE ORDER AND TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City approved a contract with LPS Utilities, Inc., DBA LPS Contracting. (LPS), through Resolution 2025-67 for re-development of the marina finger piers at the Seven Mile Marina Property; and

**WHEREAS**, the City is in need of repairing the pier docks at the 33<sup>rd</sup> Street and Quay Boat Ramps; and

**WHEREAS**, the City has budgeted for the repairs of the pier docks at the 33<sup>rd</sup> Street and Quay Boat Ramps which is similar to the work being performed at the Seven Mile Marina project; and

**WHEREAS**, the City's Fire Department has requested that the proposed 10,000 lb. boat lift at the Seven Mile Marina project be upgraded to a 16,000 lb. lift.; 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.** Change Order No. 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 14TH DAY OF OCTOBER 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

CHANGE ORDER # 1 –

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TO: City of Marathon  
**PROJECT: Seven Mile Marina Docks**  
**CONTRACTOR: LPS Utilities, Inc.**  
**DATE: September 29<sup>th</sup>, 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 in Exhibits "B" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to **LPS Utilities, Inc.** for all costs, expenses, overhead, and profit, and any damages of every kind that **LPS Utilities, Inc** may incur in connection with the above referenced changes in the Construction Work under this Agreement. **LPS Utilities, Inc.** acknowledges and agrees that (a) the Guaranteed Maximum Price of \$553,582.20 under the Agreement **will be changed** by this Change Order. **LPS Utilities, Inc.** 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.

---

CITY OF MARATHON  
A Florida municipal corporation

LPS Utilities, Inc

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

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

Name: George Garrett

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

## Exhibit "A"

### CHANGE ORDER SUMMARY

Change Order No. 1

**Project Title:** Seven Mile Marina Docks

Bid No. 2025-007

Owner: City of Marathon

Contractor: **LPS Utilities, Inc**

Agreement Date: July 30, 2025

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

#### THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	<u>\$553,582.20</u>
(2)	Current Contract Price (Adjusted by Previous C.O.)	<u>\$553,582.20</u>
(3)	Total Proposed Change in Contract Price	<u>\$85,738.00</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$639,320.20</u>
(5)	Original Contract Time	<u>105 Days</u>
(6)	Proposed Change in Contract Time	<u>0 Days</u>
(7)	Current Contract Time (Adjusted by Previous C.O.)	<u>105 Days</u>
(8)	Total Proposed Change in Contract Time	<u>0 Days</u>
(9)	New Contract Time (Item 6 + Item 7)	<u>0 Days</u>
(10)	Original Contract Final Completion Date	<u>Dec. 16, 2025</u>
(11)	New Contract Final Completion Date	<u>Jan. 5, 2025</u>

## Seven Mile Marina Docks

### ORDER HISTORY

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change in Contract Time
1.		<u>\$553,582.20</u>	<u>\$85,738.00</u>	<u>&lt;\$0.00&gt;</u>	<u>\$85,738.00</u>	0 Days
Total		<u>\$553,582.20</u>	<u>\$85,738.00</u>	<u>&lt;\$0.00&gt;</u>	<u>\$85,738.00</u>	0 Days

## **Exhibit "B"**

### **CHANGE ORDER JUSTIFICATION**

The City has budgeted for the re-construction of the pier docks at the 33<sup>rd</sup> Street and Quay boat ramps, which are in poor condition. As such we requested a cost from LPS for this work, which is identical to portions of the work being provided for the reconstruction of the pier docks at the Seven Mile Marina. The cost of the dock work is based on the same cost for the docks at Seven Mile, with the additional cost for demobilization and mobilization to these sites.

Part of the work at the Seven Mile Marina consists of the installation of a 10,000 lb. boat lift. The Fire Department has requested that the lift be modified to a 16,000 lb. lift. As such we have requested the contractor install a 16,000 lb. lift. This CO provides for the additional cost between the 10,000lb. lift and the 16,000 lb. lift.





# Change Order Proposal

Attn:	Carlos Solis
Phone:	305-289-5008
Email:	<a href="mailto:Solisc@ci.marathon.fl.us">Solisc@ci.marathon.fl.us</a>
Job:	Seven Mile Marina Dock Construction and Restoration Project
COP #:	001 Rev 1
COP Date:	9/26/2025

Estimator: Adam Giles
Phone Number: (305) 240-9882
Email: <a href="mailto:Adam.Giles@lps-contracting.com">Adam.Giles@lps-contracting.com</a>
300 Sadowski Causeway Suite #309
Key Colony Beach, FL 33051

ITEM NO.	ITEM DESCRIPTION	QTY UNIT	UNIT PRICE	TOTAL PRICE
<b>A</b>	<b>Quay Boat Ramp Dock Repair</b>			
A-001	Mobilization	1.00 LS	\$ 2,500.00	\$ 2,500.00
A-002	Demo and Dispose Existing Framing, Decking & Hardware. Sawcut Walkway Slab to Facilitate Stringer Replacement	1.00 LS	\$ 4,975.00	\$ 4,975.00
A-003	Furnish & Install New Framing and WEARDECK Decking on Existing Timber Piles W/ Bumpers, Form & Pour slab on Walkway to Match Existing Per Plan	1.00 LS	\$ 19,285.00	\$ 19,285.00
			<b>QUAY SUBTOTAL</b>	<b>\$ 26,760.00</b>
	<b>Quay Boat Ramp Dock Repair Alternate (If Required/Not Included In Subtotal)</b>			
A-004	Deploy, Monitor, & Remove Turbidity Curtain	1.00 LS	\$ 1,250.00	\$ 1,250.00
<b>B</b>	<b>33rd Street Boat Ramp Dock Repair</b>			
B-001	Mobilization	1.00 LS	\$ 2,500.00	\$ 2,500.00
B-002	Demo and Dispose Existing Framing, Decking & Hardware	1.00 LS	\$ 6,210.00	\$ 6,210.00
B-003	Furnish & Install New Framing and WEARDECK Decking on Existing Timber Piles Per Plan W/ Bumpers	1.00 LS	\$ 39,718.00	\$ 39,718.00
			<b>33RD STREET SUBTOTAL</b>	<b>\$ 48,428.00</b>
	<b>33rd St Boat Ramp Dock Repair Alternate (If Required/Not Included In Subtotal)</b>			
B-004	Deploy, Monitor, & Remove Turbidity Curtain	1.00 LS	\$ 1,950.00	\$ 1,950.00
			<b>PCO TOTAL</b>	<b>\$ 75,188.00</b>

## \*Notes

Municipal building permit fees to be paid by owner.  
Municipal building permitting fees have not been included.  
Tax has been included.  
Decking to be WEARDECK 2x6. Color T.B.D.  
All hardware to be 316 stainless steel.  
All pressure treated framing material to be .60 CCA.  
No electrical, or plumbing included in this pricing unless specifically stated otherwise.  
Mangrove/Tree trimming has not been included unless specifically noted.  
Silt fencing, if required, is not included unless specifically noted.  
All work to be completed per engineered plan set dated 08/2025. No work shall deviate from plan.  
No MOT included in this price unless specifically specified otherwise.  
Concrete finish to be broomed. No concrete reinforcement included in this pricing.  
Only accessory included in this pricing is Taylor Made Dock Pro Side Guard on open water sides.  
Proposed fasteners for bumpers is Simpson Strong-Tie .131"x2.5" SCNR Ring Shank Nail in 316SS.  
Turbidity curtain price is an alternate. Not to be included unless required.

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

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



# Change Order Proposal

Attn:	Carlos Solis
Phone:	305-289-5008
Email:	<a href="mailto:Solisc@ci.marathon.fl.us">Solisc@ci.marathon.fl.us</a>
Job:	Seven Mile Marina Dock Construction and Restoration Project
COP #:	003
COP Date:	9/25/2025

Estimator:	Adam Giles
Phone Number:	(305) 240-9882
Email:	<a href="mailto:Adam.Giles@lps-contracting.com">Adam.Giles@lps-contracting.com</a>
	300 Sadowski Causeway Suite #309
	Key Colony Beach, FL 33051

ITEM NO.	ITEM DESCRIPTION	QTY UNIT	UNIT PRICE	TOTAL PRICE
<b>A</b>	<b>10K 4-Post Lift (Base Bid in Contract)</b>			
A-001	350:1 Sea Drives & SS Motors (Included)	2.00 LS	\$ -	\$ -
A-002	2"x8"x144" Rough Cut Carpeted Bunks (Included)	2.00 EA	\$ -	\$ -
A-003	Sch80 Aluminum Winders W/ Cable Grooves (Included)	4.00 EA	\$ -	\$ -
A-004	84" Guide Pole Covers/Capped End W/ Logo (Included)	4.00 EA	\$ -	\$ -
A-005	Rotary Limit Switch (Included)	1.00 EA	\$ -	\$ -
A-006	Golden White Plastic Limit Switch Cover (Included)	1.00 EA	\$ -	\$ -
A-007	Gem Remot H-Bracket (GR2A) (Included)	1.00 EA	\$ -	\$ -
A-008	Gem GR2A, 2-Motor Remote for Limit Switch (Included)	1.00 EA	\$ -	\$ -
<b>B</b>	<b>Upgrade to 16K 4-Post Lift</b>			
B-001	10k Sea Drive Lift to 16k Sea Drive Lift (2-Motor) Price Difference	1.00 LS	\$ 7,220.00	\$ 7,220.00
B-002	Aluminum Slotted Bunks 10"x16' LOA (Upgrade)	2.00 EA	\$ 330.00	\$ 660.00
B-003	Anodized Winders W/ Cable Keepers (Upgrade)	4.00 EA	\$ 175.00	\$ 700.00
B-004	3450rpm High Speed Motors (Upgrade)	2.00 EA	\$ 335.00	\$ 670.00
B-005	84" Guide Pole Covers/Capped End W/ Logo (Included)	4.00 EA	\$ -	\$ -
B-006	Rotary Limit Switch (Included)	1.00 EA	\$ -	\$ -
B-007	Golden White Plastic Limit Switch Cover (Included)	1.00 EA	\$ -	\$ -
B-008	Gem Remote H-Bracket (GR2A) (Included)	1.00 EA	\$ -	\$ -
B-009	Gem GR2A, 2-Motor Remote for Limit Switch (Included)	1.00 EA	\$ -	\$ -
B-010	Replacing 10" Boat Lift Piles W/ 12" Piles	4.00 EA	\$ 325.00	\$ 1,300.00

**10K TO 16K (4 MOTOR) COST \$ 10,550.00**

## \*Notes

Tax has been included.

No electrical included in this COP.

Print Name: \_\_\_\_\_

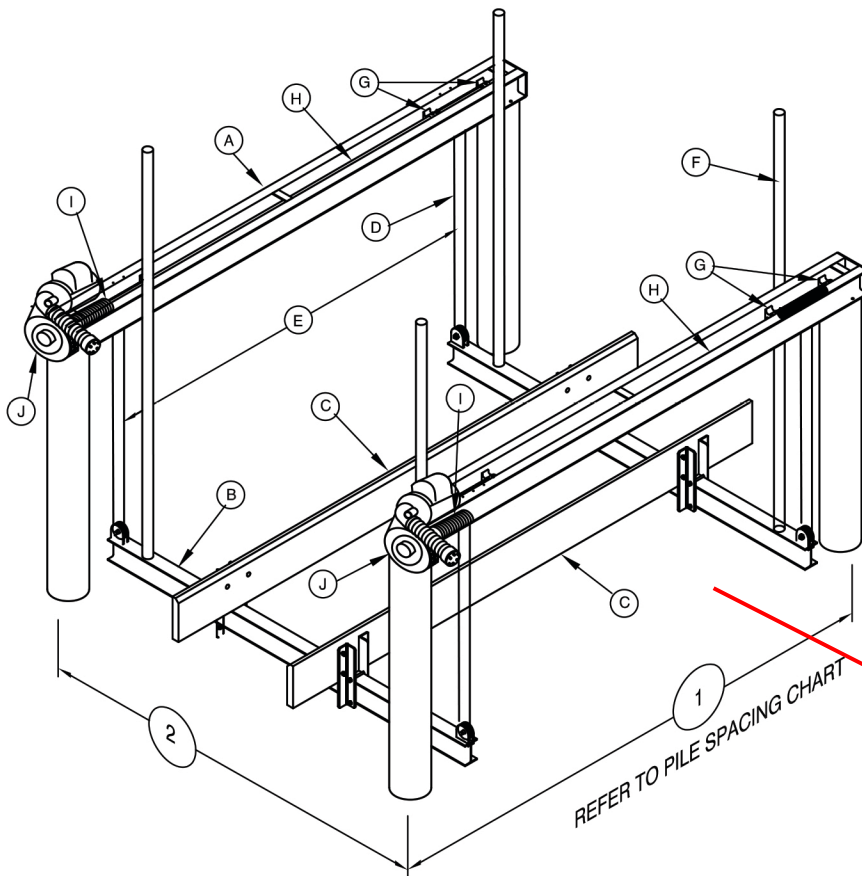
Sign Name: \_\_\_\_\_

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

# (A.) GOLDEN ENGINEERED 4 POST, 2 MOTOR SEA DRIVE BOAT LIFTS



Double the Speed, Double the Strength.



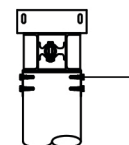
PILE SPACING CHART  
The boat center of gravity needs to be set in the center of the top beam

Lift Capacity	1" Dimension		2" Dimension		Recommended Pile Diameters
	Lb.	Ft.	Ft.	In.	
5,000	7,500	11	10	8	8
10,000	12,000	12	12.5	10	
14,000	16,000	14	14	10	10
20,000	24,000	16	16	12	
28,000					

STAINLESS STEEL PILING MOUNT BRACKET-  
RECOMMENDED ATTACHMENT BASED ON BRACKET  
CONFIGURATION. VERIFY ADEQUACY BASED ON  
ACTUAL SITE CONDITIONS:  
4-3/8" STAINLESS STEEL LAG SCREWS USED TO  
CONNECT THE BRACKETS TO THE PILING AND  
2-3/8" STAINLESS STEEL CARRIAGE BOLTS USED TO  
CONNECT THE BRACKETS TO THE LIFT CHANNELS

NOTE: THIS STRUCTURE HAS BEEN DESIGNED FOR LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 180 MPH, EXPOSURE "D", RISK CATEGORY I,  
CALCULATED PER FLORIDA BUILDING CODE 8th EDITION, 2023, ASCE/SEI 7-22 AND ADM-2020. BOATS SHALL NOT BE STORED ON LIFTS DURING HIGH  
WIND EVENTS.

IN GENERAL, PILING PENETRATION TO BE A MINIMUM OF 10' INTO THE SAND BOTTOM OR 5' INTO THE ROCK STRATA. SUB-SURFACE CONDITIONS CAN VARY  
GREATLY, THE CONTRACTOR SHALL VERIFY ALL PILE CAPACITIES. ALL PILINGS TO BE 2.5 C.C.A. PRESSURE TREATED WOOD. ALL STRUCTURAL MEMBERS TO  
BE 6061-T6 ALUMINUM.



## SUMMARY OF DESIGN FEATURES

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)		
LIFT CAPACITY	TOP BEAM CHANNEL 2 EACH	CRADLE I-BEAM 2 EACH	BUNK	CABLE SIZE	CABLE SPREAD	GUIDE POST HGTH	BRGS	DRIVE SHAFT	WINDER DIA	MOTOR HP VOLTAGE	INCHES OF LIFT PER MIN
Lbs	INCHES	INCHES		INCHES	IN						
5,000#	4 H x .15 2 W x .23 141" OAL	8 H x .19 4 W x .29 120" LGTH	2x8x144 ROUGH	4 - 5/16" x15" ST ST 1 PART	107.75	80"	10 - 2" H.D. EXTRUDED 6061-T6 ALUM.	1-15/16" DIA. SCH 40 GALV PIPE	3-1/2" DIA SCH 80 ALUM PIPE W/ CABLE GROOVES	2 - 3/4 HP 120V/20A 240V/10A	42" to 108"
7,500#	5 H x .15 2.25 W x .26 x 153" OAL	6 H x .19 4 W x .29 144" LGTH			120.75					2 - 1 HP 120V/28A 240V/14A	
10,000#	6 H x .17 2.5 W x .29 x 153" OAL	8 H x .23 5 W x .35 150" LGTH								2 - 3/4 HP 120V/20A 240V/10A	
12,000#	7 H x .17 2.75 W x .29 x 153" OAL	8 H x .25 5 W x .41 150" LGTH		4 - 5/16" x30" ST ST 2 PART	116.75						20" to 108"
14,000#	7 H x .17 2.75 W x .29 x 153" OAL	8 H x .25 5 W x .41 150" LGTH	3x10x192 ROUGH			120"	10 - 2" H.D. EXTRUDED 6061-T6 ALUM.	1-15/16" DIA. SCH 80 GALV PIPE	3-1/2" DIA SCH 80 ALUM PIPE W/ CABLE GROOVES	2 - 1 HP 120V/28A 240V/14A	
16,000#	8 H x .19 3 W x .35 x 153" OAL	10 H x .25 6 W x .41 168" LGTH		4 - 5/16" x45" ST ST 3 PART	127.75						21" to 54"
20,000#	8 H x .25 3.75 W x .41 x 177" OAL	10 H x .25 6 W x .41 192" LGTH			151.75						
24,000#	8 H x .25 3.75 W x .41 x 201" OAL	10 H x .28 6 W x .50 192" LGTH		4 - 5/16" x60" ST ST 4 PART	150.3125					2 - 1-1/2 HP 120V/30A 240V/15A	14" to 54"
28,000#	10 H x .526 2.88 W x .437 x 206" OAL	12 H x .29 7 W x .47 192" LGTH									

# GOLDEN 4-POST: SALTWATER APPROVED AND TRUSTED BEYOND IT'S WARRANTY

Golden's 4-Post lifts are traditional cable drawn shafted beam boat lifts mounted on 4 pilings. They are engineered to withstand the harshest saltwater conditions using 6061-T6 marine grade aluminum and 300 series stainless steel hardware. Our lifts come standard with the patented Golden Sea-Drive® with stainless steel motors and offer innovative patented features and design. Golden Boat Lifts® are backed by the best warranty in the industry.

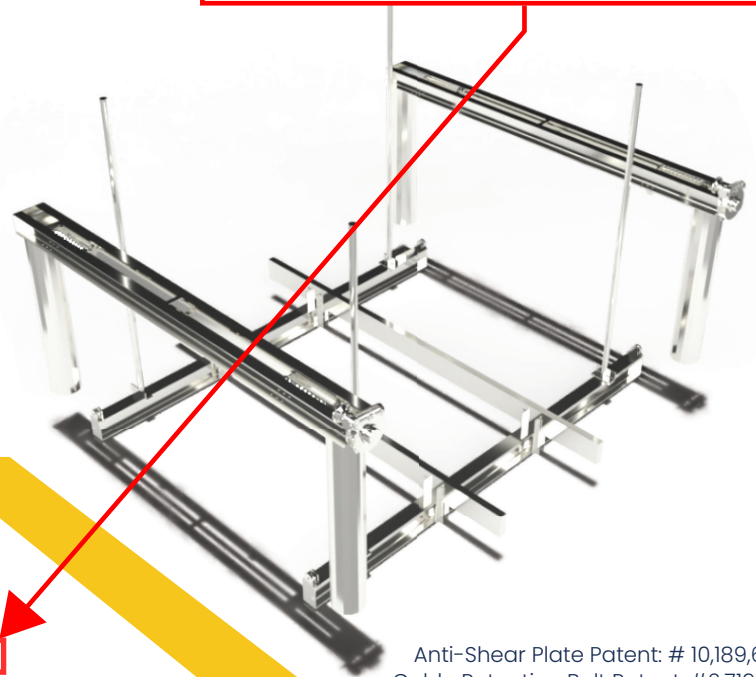
## 4 - Post Lift Capacity

5,000 lbs - 7,500 lbs
10,000 lbs - 12,000 lbs
14,000 lbs - 16,000 lbs
20,000 lbs - 24,000 lbs
28,000 lbs - 30,000 lbs
40,000 lbs - 56,000 lbs

## FEATURES

- 1) 6061-T6 Marine grade aluminum
- 2) 300 series stainless steel hardware
- 3) Fully welded aluminum structure on all non-adjustable parts
- 4) Top beams with bearing blocks & patented anti-shear plates
- 5) 3.5" grooved aluminum winders with patented cable retention bolt
- 7) Golden Sea-Drives® with a 10 year warranty
- 8) Stainless steel motors & cables

Standard features included in the 10k lift base bid of contract.



Anti-Shear Plate Patent: # 10,189,685  
Cable Retention Bolt Patent: #6,719,241  
Sea-Drive® Patent: # 7,850,147

## OPTIONS

- 3450 rpm high speed motors with covers
- Aluminum walkways
- Aluminum bunks (multiple styles)
- Custom bunking options
- Platforms
- Stairs & steps platforms with handrails
- Cable keepers
- **Remote with Auto-Stop**
- Top beam covers
- Shallow water angled cradles



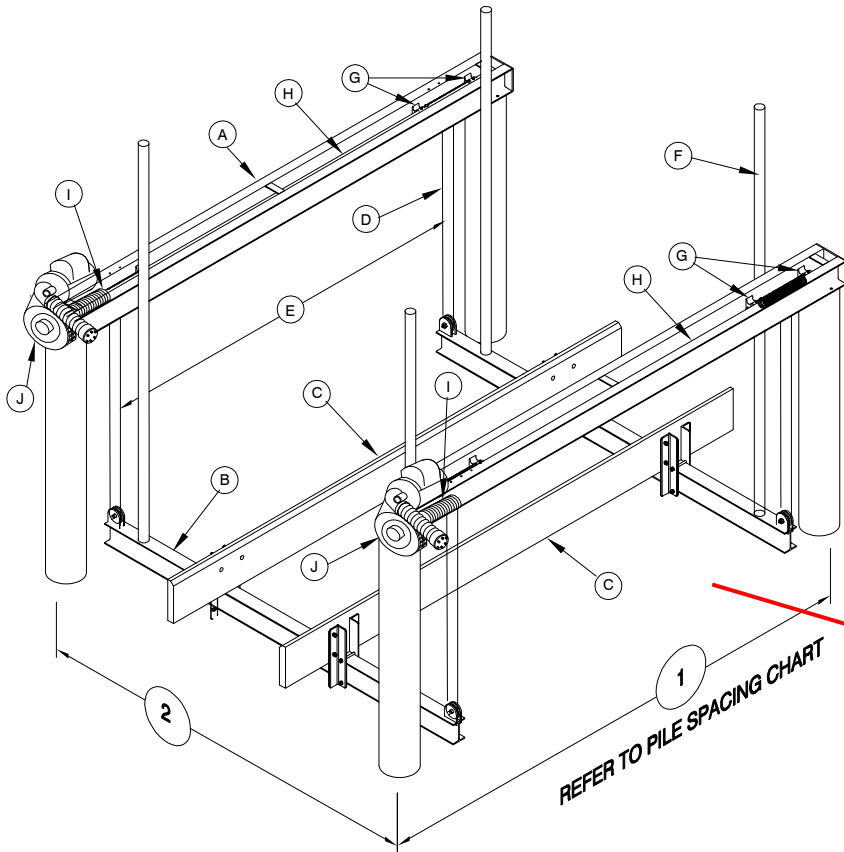
Golden has been Certified by  
DQS Inc. to ISO 9001:2015

Scan the QR code  
for warranty information





# (B.) GOLDEN ENGINEERED 4 POST, 2 MOTOR SEA DRIVE BOAT LIFTS



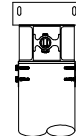
**PILE SPACING CHART**  
The boat center of gravity needs to be set in the center of the top beam

Lift Capacity	"1" Dimension	"2" Dimension	Recommended Pile Diameters
Lb.	Ft.	Ft.	In.
5,000	11	10	8
7,500	12	12	
10,000		12.5	
14,000		14	
16,000			
20,000	14	16	10
24,000	16		
28,000			

**STAINLESS STEEL PILING MOUNT BRACKET-**  
RECOMMENDED ATTACHMENT BASED ON BRACKET CONFIGURATION. VERIFY ADEQUACY BASED ON ACTUAL SITE CONDITIONS:  
4-3/8" STAINLESS STEEL LAG SCREWS USED TO CONNECT THE BRACKETS TO THE PILING AND 2-3/8" STAINLESS STEEL CARRIAGE BOLTS USED TO CONNECT THE BRACKETS TO THE LIFT CHANNELS

NOTE: THIS STRUCTURE HAS BEEN DESIGNED FOR LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 180 MPH, EXPOSURE "D", RISK CATEGORY I, CALCULATED PER FLORIDA BUILDING CODE 6th EDITION, 2017, ASCE/SEI 7-10 AND ADM-2015. BOATS SHALL NOT BE STORED ON LIFTS DURING HIGH WIND EVENTS.

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## SUMMARY OF DESIGN FEATURES

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)				
LIFT CAPACITY	TOP BEAM CHANNEL 2 EACH	CRADLE I-BEAM 2 EACH	BUNK BOARDS (PT)	CABLE SIZE	CABLE SPREAD	GUIDE POST HGTH	BRGS	DRIVE SHAFT	WINDER DIA	MOTOR HP VOLTAGE	INCHES OF LIFT PER MIN	RECOM PILING SIZES		
Lbs	INCHES	INCHES		INCHES	IN									
5,000#	4 H x .15 2 W x .23 140" OAL	6 H x .19 4 W x .29 120" LGTH	2x8x144 ROUGH SAWN CARPETED	4 - 5/16" x15" ST ST 1 PART	107.75	80"	10 - 2" H.D. EXTRUDED 6061-T6 ALUM.	1-1/2" DIA. SCH 40 GALV PIPE	3-1/2" DIA SCH 80 ALUM PIPE W/ CABLE GROOVES	2 - 3/4 HP 120V/20A 240V/10A	39.70"	8" DIA		
7,500#	5 H x .15 2.25 W x .26 x153" OAL	6 H x .19 4 W x .29 144" LGTH			120.75					2 - 1 HP 120V/28A 240V/14A				
10,000#	6 H x .17 2.5 W x .29 x153" OAL	8 H x .23 5 W x .35 150" LGTH		4 - 5/16" x30" ST ST 2 PART	116.75					2 - 3/4 HP 120V/20A 240V/10A	19.85"			
14,000#	7 H x .17 2.75 W x .29 x153" OAL	8 H x .25 5 W x .41 150" LGTH												
16,000#	8 H x .19 3 W x .35 x153" OAL	10 H x .25 6 W x .41 168" LGTH	3x10x192 ROUGH SAWN CARPETED			120"		1-1/2" DIA. SCH 80 GALV PIPE				10" DIA		
20,000#	8 H x .25 3.75 W x .41 x177" OAL	10 H x .25 6 W x .41 192" LGTH		4 - 5/16" x45" ST ST 3 PART	127.75					2 - 1 HP 120V/28A 240V/14A				
24,000#	8 H x .25 3.75 W x .41 x201" OAL	10 H x .29 6 W x .50 192" LGTH			151.75						15.20"			
28,000#	10 H x .526 2.88 W x .437 x201" OAL	12 H x .31 7 W x .62 192" LGTH		4 - 5/16" x60" ST ST 4 PART	145					2 - 1-1/2 HP 120V/30A 240V/15A	8.57"	12" DIA		

## COUNCIL AGENDA STATEMENT



Meeting Date: October 14, 2025

To: Honorable Mayor and City Council

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

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-99**, Approving A Second Amendment To The Professional Service Agreements Between The City And Stantec Consulting Services, Inc., For Professional Engineering Services For The Required Historic Preservation Work Resulting From Full Replacement of the 117<sup>th</sup> Street and 116<sup>th</sup> Street Bridge Contract, and the 112<sup>th</sup> Street Bridges Contract In An Amount Not To Exceed \$14,100.32 Per Bridge For A Total Cost Increase of \$42,300.96; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date.

### BACKGROUND & JUSTIFICATION:

FDOT as part of their plan review, has required a full replacement of all three bridges instead of the Decking Replacement initially programmed. The full replacement requires an analysis of Historic Preservation and Archaeological features. We have been in negotiations with our consultant and FDOT for several weeks in an attempt to reduce the scope of work and subsequently the fees required. The initial scope and fee submitted was in the vicinity of \$75,000 per bridge for a total cost of approximately \$225,000 for all bridges. Obviously from our perspective, these fees are exuberantly high, and we engaged in intense negotiations with both our consultant and FDOT. We finally got it to a point where FDOT would accept the revised scope and the fees are reduced to \$14,100.32 per bridge for a total cost of \$42,300.96

### CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable _____		

### FISCAL NOTE:

Appropriations for the bridge projects are included in the adopted FY26 Capital Infrastructure Fund Budget.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT BY CHANGE ORDER TO THE PROFESSIONAL SERVICE AGREEMENTS BETWEEN THE CITY AND STANTEC CONSULTING SERVICES, INC., FOR PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF THE FULL REPLACEMENT OF THE 117<sup>TH</sup> STREET AND 116<sup>TH</sup> STREET BRIDGE CONTRACT, AND THE 112<sup>TH</sup> STREET BRIDGES CONTRACT IN AN AMOUNT NOT TO EXCEED \$14,100.32,000 PER BRIDGE FOR A TOTAL COST INCREASE OF \$42,300.96; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND EXPEND FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) wishes to amend by change order the Contracts for Professional Engineering Services for the design of the decking replacement of 117<sup>th</sup>, 116<sup>th</sup> and 112<sup>th</sup> Street Bridges with Stantec Consulting Services Inc. (the “Contractor”) to engineer and design full bridge replacement; and

**WHEREAS**, during the 30% plan review with FDOT, FDOT determined that full bridge replacement would be required. As part of our LAP agreement with FDOT for this project, they agreed to fund the additional construction cost, which increased the cost from approximately \$850,000 per bridge to \$1.7 million per bridge; and

**WHEREAS**, the full replacement triggered a review process of the Historical Preservation review process requiring additional work for documentation of existing features, justification of impacts, as required for projects receiving federal funding. This revision encompasses two contracts with our consultant, one for the 117<sup>th</sup> Steet and 116<sup>th</sup> Street bridges, and another contract for the 112<sup>th</sup> Street bridge for a total cost of \$72,000.01.

**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 Contract between the City and the Consultant for the design services of the Project in an amount not to exceed \$42,300.96, 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 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 14<sup>th</sup> DAY OF OCTOBER, 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



## CHANGE ORDER

### CHANGE ORDER NO. 2

---

**TO: City of Marathon**

**PROJECT: Engineering services for replacement of 112<sup>th</sup> St bridge  
replacement**

**CONTRACTOR: Stantec Consulting Services, Inc**

**DATE: October 3rd, 2025**

---

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 \$103,435.48 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **changed** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages, or time extensions in connection with the above-referenced changes and additional services provided for this change. 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.

---

CITY OF MARATHON  
A Florida municipal corporation

Stantec Consulting Services, Inc

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

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

Name: George Garrett

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Exhibit "A"

CHANGE ORDER SUMMARY

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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>\$ 103,435.48</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$ 127,436.48</u>
(3)	Total Proposed Change in Contract Price	<u>\$ 14,100.32</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$ 141536.80</u>

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price
1.	CO #1	\$103,435.48	\$24,000.00	\$0.00	\$24,001.00
2.	CO#2	\$127,436.48	\$14,100.32	\$0.00	\$14,100.32
<b>Total</b>		<b>\$127,436.48</b>	<b>\$24,000.00</b>	<b>\$0.00</b>	<b>\$38,101.32</b>

## Exhibit "B"

Scope of work has changed to a provide services for the required Historic Preservation analysis, report and permitting resulting from the full bridge replacement instead of just the decking replacement as required by FDOT. The work is required for all Federally funded projects.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: 112th St Bridge Replacement Design  
 County: Monroe  
 FPN: 449645-1-38-01  
 FAP No.: 1/0/1900

Consultant Name: Stantec  
 Consultant No.: enter consultants proj. number  
 Date: 10/3/2025  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Env Specialist	Scientist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
8. Environmental Permits, and Env. Clearances	107	0	5	0	2	0	0	0	0	21	39	39	1	107	\$4,726	\$44.17
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
<b>Total Staff Hours</b>	107	0	5	0	2	0	0	0	0	21	39	39	1	107		
<b>Total Staff Cost</b>		\$0.00	\$323.45	\$0.00	\$164.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388.31	\$1,547.52	\$1,269.06	\$32.50		<b>\$4,725.72</b>	<b>\$44.17</b>

Check = \$4,725.72

Survey Field Days by Subconsultant  
 4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

<b>SALARY RELATED COSTS:</b>					\$4,725.72
OVERHEAD:		159%			\$7,536.58
OPERATING MARGIN:		24%			\$1,134.17
FCCM (Facilities Capital Cost Money):		0.40%			\$19.09
EXPENSES:		14.49%			\$684.76
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Subconsultant: Sub 1					\$0.00
Subconsultant: Sub 2					\$0.00
Subconsultant: Sub 3					\$0.00
Subconsultant: Sub 4					\$0.00
Subconsultant: Sub 5					\$0.00
Subconsultant: Sub 6					\$0.00
Subconsultant: Sub 7					\$0.00
Subconsultant: Sub 8					\$0.00
Subconsultant: Sub 9					\$0.00
Subconsultant: Sub 10					\$0.00
Subconsultant: Sub 11					\$0.00
Subconsultant: Sub 12					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Geotechnical Field and Lab Testing					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Optional Services					\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>

**Project Activity 8: Environmental Permits**

Estimator:

112th St Bridge Replacement Design  
449645-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits and Environmental Clearances</b>						
8.1	Preliminary Project Research	LS	1	0	0	
<b>Permits</b>						
8.2	<b>Field Work</b>					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	<b>Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application</b>					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
<b>Environmental Clearances, Reevaluations, and Technical Support</b>						
8.14	<b>Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>					
8.15.1	NEPA or SEIR Reevaluation	LS	1		0	
8.15.2	Archaeological and Historical Resources					
	Research Design and Survey Methodology	LS	1	7	7	The CRAS scope of work is to record 1 building that has become historic since the 2018 survey, prepare a Resource Group form for the canal and the district, and consider effects for 15 previously recorded resources. This will include a discussion of contributing resources/elements to this Historic District that will be established as part of the CRAS. Resources recorded in 2018 do not require updating.

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Cultural Resources Assessment Survey	LS	1	38	38	1. Historic Resources Fieldwork assumed to occur in one effort with one report. 2. CRAS Report: Update introductory material, incorporate background research from research design into proper format; develop context, methods, results, references, etc. as required by Chapter 1A-46, FAC; prepare maps, FMSF, survey log, prepare draft report, revise per comments and prepare final report; prepare transmittal letter and SHPO/DHR submittal (includes CD with electronic files, photographs, GIS shapefiles, hard copies of report, hard copies of survey log)
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0	Not anticipated
	Determinations of Eligibility As Required	LS	1	10	10	DOE for District
	Case Study Report	LS	1	20	20	Effects to Significant Resources Case Study Report + Additional coordination required for historic district
	Memorandum of Agreement	LS	1	7	7	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Section 106 Consultation Meetings	LS	1	8	8	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Native American Coordination Meeting	LS	1	0	0	Not anticipated
	Section 106 Public Involvement	LS	1	0	0	Not anticipated
	Florida Master Site File Form	LS	1	4	4	Estimated 1 building and 2 resource group forms.
8.15.3	Section 4(f), 6(f), and ARC	LS	1	8	8	Evaluation of Historic Resources required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
	<b>Contamination Analysis</b>					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>					<b>102</b>	
8.18	Technical Meetings	LS	1	0	0	
8.19	Quality Assurance/Quality Control	LS	%	5%	5	
8.20	Supervision	LS	%	0%	0	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>					<b>5</b>	
8.21	Coordination	LS	%	0%	0	
<b>8. Environmental Permits and Environmental Clearances Total</b>					<b>107</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
<b>Subtotal Technical Meetings</b>				<b>0</b>		<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 8.18

Carries to Tab 3

## CHANGE ORDER

### CHANGE ORDER NO. 2

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**TO: City of Marathon**

**PROJECT: Engineering services for replacement of 117/116<sup>th</sup> bridge  
replacement**

**CONTRACTOR: Stantec Consulting Services, Inc**

**DATE: October 3, 2025**

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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 \$256,355.60 under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **changed** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages, or time extensions in connection with the above-referenced changes and additional services provided for this change. 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.

---

CITY OF MARATHON  
A Florida municipal corporation

Stantec Consulting Services, Inc

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

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

Name: George Garrett

Name: \_\_\_\_\_

Title: City Manager

Title: \_\_\_\_\_

Exhibit "A"

CHANGE ORDER SUMMARY

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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.

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THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	<u>\$ 208,355.60</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$ 256,355.60</u>
(3)	Total Proposed Change in Contract Price	<u>\$ 28,200.64</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$ 284,556.24</u>

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price
1.	CO #1	\$208,355.60	\$48,000.00	\$0.00	\$48,000.00
2	CO#2	\$256,355.60	\$28,200.64	\$0.00	\$28,200.64
<b>Total</b>		<b>\$208,355.60</b>	<b>\$48,000.00</b>	<b>\$0.00</b>	<b>\$76,200.64</b>



## Exhibit "B"

Scope of work has changed to a provide services for the required Historic Preservation analysis, report and permitting resulting from the full bridge replacement instead of just the decking replacement as required by FDOT. The work is required for all Federally funded projects.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: 117th St Bridge Replacement Design  
 County: Monroe  
 FPN: 448208-1-38-01  
 FAP No.: 1/0/1900

Consultant Name: Stantec  
 Consultant No.: enter consultants proj. number  
 Date: 10/3/2025  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Env Specialist	Scientist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
8. Environmental Permits, and Env. Clearances	107	0	5	0	2	0	0	0	0	21	39	39	1	107	\$4,726	\$44.17
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
<b>Total Staff Hours</b>	107	0	5	0	2	0	0	0	0	21	39	39	1	107		
<b>Total Staff Cost</b>		\$0.00	\$323.45	\$0.00	\$164.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388.31	\$1,547.52	\$1,269.06	\$32.50		<b>\$4,725.72</b>	<b>\$44.17</b>

Check = \$4,725.72

Survey Field Days by Subconsultant  
 4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

<b>SALARY RELATED COSTS:</b>					\$4,725.72
OVERHEAD:		159%			\$7,536.58
OPERATING MARGIN:		24%			\$1,134.17
FCCM (Facilities Capital Cost Money):		0.40%			\$19.09
EXPENSES:		14.49%			\$684.76
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Subconsultant: Sub 1					\$0.00
Subconsultant: Sub 2					\$0.00
Subconsultant: Sub 3					\$0.00
Subconsultant: Sub 4					\$0.00
Subconsultant: Sub 5					\$0.00
Subconsultant: Sub 6					\$0.00
Subconsultant: Sub 7					\$0.00
Subconsultant: Sub 8					\$0.00
Subconsultant: Sub 9					\$0.00
Subconsultant: Sub 10					\$0.00
Subconsultant: Sub 11					\$0.00
Subconsultant: Sub 12					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Geotechnical Field and Lab Testing					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Optional Services					\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>

**Project Activity 8: Environmental Permits**

Estimator:

117th St Bridge Replacement Design  
448208-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits and Environmental Clearances</b>						
8.1	Preliminary Project Research	LS	1	0	0	
<b>Permits</b>						
8.2	<b>Field Work</b>					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	<b>Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application</b>					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
<b>Environmental Clearances, Reevaluations, and Technical Support</b>						
8.14	<b>Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>					
8.15.1	NEPA or SEIR Reevaluation	LS	1		0	
8.15.2	Archaeological and Historical Resources					
	Research Design and Survey Methodology	LS	1	7	7	The CRAS scope of work is to record 1 building that has become historic since the 2018 survey, prepare a Resource Group form for the canal and the district, and consider effects for 15 previously recorded resources. This will include a discussion of contributing resources/elements to this Historic District that will be established as part of the CRAS. Resources recorded in 2018 do not require updating.

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Cultural Resources Assessment Survey	LS	1	38	38	1. Historic Resources Fieldwork assumed to occur in one effort with one report. 2. CRAS Report: Update introductory material, incorporate background research from research design into proper format; develop context, methods, results, references, etc. as required by Chapter 1A-46, FAC; prepare maps, FMSF, survey log, prepare draft report, revise per comments and prepare final report; prepare transmittal letter and SHPO/DHR submittal (includes CD with electronic files, photographs, GIS shapefiles, hard copies of report, hard copies of survey log)
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0	Not anticipated
	Determinations of Eligibility As Required	LS	1	10	10	DOE for District
	Case Study Report	LS	1	20	20	Effects to Significant Resources Case Study Report + Additional coordination required for historic district
	Memorandum of Agreement	LS	1	7	7	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Section 106 Consultation Meetings	LS	1	8	8	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Native American Coordination Meeting	LS	1	0	0	Not anticipated
	Section 106 Public Involvement	LS	1	0	0	Not anticipated
	Florida Master Site File Form	LS	1	4	4	Estimated 1 building and 2 resource group forms.
8.15.3	Section 4(f), 6(f), and ARC	LS	1	8	8	Evaluation of Historic Resources required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
	<b>Contamination Analysis</b>					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>					<b>102</b>	
8.18	Technical Meetings	LS	1	0	0	
8.19	Quality Assurance/Quality Control	LS	%	5%	5	
8.20	Supervision	LS	%	0%	0	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>					<b>5</b>	
8.21	Coordination	LS	%	0%	0	
<b>8. Environmental Permits and Environmental Clearances Total</b>					<b>107</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
<b>Subtotal Technical Meetings</b>				<b>0</b>		<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 8.18

Carries to Tab 3

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: 116th St Bridge Replacement Design  
 County: Monroe  
 FPN: 448993-1-38-01  
 FAP No.: 1/0/1900

Consultant Name: Stantec  
 Consultant No.: enter consultants proj. number  
 Date: 10/3/2025  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Principal Engineer	Project Manager 3	Chief Engineer 2	Chief Engineer 1	Senior Engineer 1	Engineer 1	Engineering Intern	Chief Designer	Senior Scientist	Senior Env Specialist	Scientist	Secretary/ Clerical	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
8. Environmental Permits, and Env. Clearances	107	0	5	0	2	0	0	0	0	21	39	39	1	107	\$4,726	\$44.17
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
<b>Total Staff Hours</b>	107	0	5	0	2	0	0	0	0	21	39	39	1	107		
<b>Total Staff Cost</b>		\$0.00	\$323.45	\$0.00	\$164.88	\$0.00	\$0.00	\$0.00	\$0.00	\$1,388.31	\$1,547.52	\$1,269.06	\$32.50		<b>\$4,725.72</b>	<b>\$44.17</b>

Check = \$4,725.72

Survey Field Days by Subconsultant  
 4 - Person Crew:

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

<b>SALARY RELATED COSTS:</b>					\$4,725.72
OVERHEAD:		159%			\$7,536.58
OPERATING MARGIN:		24%			\$1,134.17
FCCM (Facilities Capital Cost Money):		0.40%			\$19.09
EXPENSES:		14.49%			\$684.76
Survey (Field - if by Prime)	0	4-person crew days @	\$ -	/ day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Subconsultant: Sub 1					\$0.00
Subconsultant: Sub 2					\$0.00
Subconsultant: Sub 3					\$0.00
Subconsultant: Sub 4					\$0.00
Subconsultant: Sub 5					\$0.00
Subconsultant: Sub 6					\$0.00
Subconsultant: Sub 7					\$0.00
Subconsultant: Sub 8					\$0.00
Subconsultant: Sub 9					\$0.00
Subconsultant: Sub 10					\$0.00
Subconsultant: Sub 11					\$0.00
Subconsultant: Sub 12					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Geotechnical Field and Lab Testing					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>
Optional Services					\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$14,100.32</b>

**Project Activity 8: Environmental Permits**

Estimator:

116th St Bridge Replacement Design  
448993-1-38-01

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

**NOTE: Signature Block is optional, per District preference**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits and Environmental Clearances</b>						
8.1	Preliminary Project Research	LS	1	0	0	
<b>Permits</b>						
8.2	<b>Field Work</b>					
8.2.1	Pond Site Alternatives	per pond site	0	0	0	
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.2.3	Species Surveys	LS	1	0	0	
8.3	Agency Verification of Wetland Data	LS	1	0	0	
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	0	0	
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	
8.5	Coordinate and Review Dredge and Fill Sketches	LS	1	0	0	
8.6	<b>Complete and Submit Documentation for Coordination and/or USCG Bridge Permit Application</b>					
8.6.1	Prepare and submit required documents for USCG coordination	LS	1	0	0	
8.6.2	Complete and submit USCG Bridge Application	LS	1	0	0	
8.7	Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application	LS	1	0	0	
8.8	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.9	Prepare USACE Section 408 Application to Alter a Civil Works Project	LS	1	0	0	
8.10	Compensatory Mitigation Plan	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Regulatory Agency Support	LS	1	0	0	
8.13	Other Environmental Permits	LS	1	0	0	
<b>Environmental Clearances, Reevaluations, and Technical Support</b>						
8.14	<b>Technical support to the Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.14.2	Archaeological and Historical Resources	LS	1	0	0	
8.14.3	Section 4(f), 6(f), and ARC	LS	1	0	0	
8.14.4	Wetland Impact Analysis	LS	1	0	0	
8.14.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.14.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
8.15	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>					
8.15.1	NEPA or SEIR Reevaluation	LS	1		0	
8.15.2	Archaeological and Historical Resources					
	Research Design and Survey Methodology	LS	1	7	7	The CRAS scope of work is to record 1 building that has become historic since the 2018 survey, prepare a Resource Group form for the canal and the district, and consider effects for 15 previously recorded resources. This will include a discussion of contributing resources/elements to this Historic District that will be established as part of the CRAS. Resources recorded in 2018 do not require updating.

**Project Activity 8: Environmental Permits**

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Cultural Resources Assessment Survey	LS	1	38	38	1. Historic Resources Fieldwork assumed to occur in one effort with one report. 2. CRAS Report: Update introductory material, incorporate background research from research design into proper format; develop context, methods, results, references, etc. as required by Chapter 1A-46, FAC; prepare maps, FMSF, survey log, prepare draft report, revise per comments and prepare final report; prepare transmittal letter and SHPO/DHR submittal (includes CD with electronic files, photographs, GIS shapefiles, hard copies of report, hard copies of survey log)
	CRAS Addendum or Technical Memorandum for Pond Sites	LS	1	0	0	Not anticipated
	Determinations of Eligibility As Required	LS	1	10	10	DOE for District
	Case Study Report	LS	1	20	20	Effects to Significant Resources Case Study Report + Additional coordination required for historic district
	Memorandum of Agreement	LS	1	7	7	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Section 106 Consultation Meetings	LS	1	8	8	Required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
	Native American Coordination Meeting	LS	1	0	0	Not anticipated
	Section 106 Public Involvement	LS	1	0	0	Not anticipated
	Florida Master Site File Form	LS	1	4	4	Estimated 1 building and 2 resource group forms.
8.15.3	Section 4(f), 6(f), and ARC	LS	1	8	8	Evaluation of Historic Resources required since bridge replacement is anticipated to be viewed as an adverse effect to the historic district
8.15.4	Wetland Impact Analysis	LS	1	0	0	
8.15.5	Essential Fish Habitat Impact Analysis	LS	1	0	0	
8.15.6	Protected Species and Habitat Impact Analysis	LS	1	0	0	
	<b>Contamination Analysis</b>					
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
<b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b>					<b>102</b>	
8.18	Technical Meetings	LS	1	0	0	
8.19	Quality Assurance/Quality Control	LS	%	5%	5	
8.20	Supervision	LS	%	0%	0	
<b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>					<b>5</b>	
8.21	Coordination	LS	%	0%	0	
<b>8. Environmental Permits and Environmental Clearances Total</b>					<b>107</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?	Number
WMD	EA	0	0	0			0
NMFS	EA	0	0	0			0
USACE	EA	0	0	0			0
USCG	EA	0	0	0			0
USFWS	EA	0	0	0			0
FFWCC	EA	0	0	0			0
FDOT	EA	0	0	0			0
Other Meetings	EA	0	0	0			0
<b>Subtotal Technical Meetings</b>				<b>0</b>		<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3		--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3		--
<b>Total Meetings</b>				<b>0</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>		<b>0</b>

Carries to 8.18

Carries to Tab 3