



**City of Marathon City Council Agenda  
9805 Overseas Hwy., Marathon, FL  
Tuesday, February 13, 2024 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 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. Charitable Donations Discussion (Mayor Still)
  - C. MSTU Discussion..... 14
  - D. KAIR Request to use Sombrero Beach on February 23<sup>rd</sup> from 5-6:30 pm and to hold the 17<sup>th</sup> Annual Sombrero Beach Run on February 24<sup>th</sup> and to waive permit and parking fees, allow parking in the ROW, from 4:00 pm Friday, February 23<sup>rd</sup> until noon on Saturday, February 24<sup>th</sup> ... 47
  - E. Quay Property Discussion
  - F. Workshop Discussion Item for February 27, 2024
  - G.
- 6. City Attorney Item**
  - A. Authorization to initiate litigation against TOUBY PAINTING CORPORATION and their property, 1104 26<sup>th</sup> Street, Marathon, Florida 33050, to enforce the lien(s) arising from code compliance case number C2013-0222. .... 48
  - B. Authorization to initiate litigation against TU BALU GROUP LLC and their property, 1100 Overseas Highway, Marathon, Florida 33050, to enforce the lien(s) arising from code compliance case number C2019-0087. .... 51
- 7. City Manager Report**
  - \* A. Monroe County Sherriff Marathon Substation Report..... 53
  - \* B. Grants Update ..... 56
  - \* C. Wastewater Utilities Report ..... 60
  - \* D. Park and Recreation Report..... 65
  - \* E. Building Report..... 69
  - \* F. Marina Report..... 70
  - \* G. Public Works Report..... 73
  - \* H. Fire Rescue Report..... 76
  - \* I. Code Compliance Report..... 82

**8. 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**

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

**A. Resolution 2024-15,** Considering The Third 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, More Specifically Allowing For The Marina To Be Public Use; And Providing For An Effective Date..... 84

**10. Ordinance for Second Public Hearing**

**A. Ordinance 2024-03,** Amending Chapter 6-95, “Existing Buildings,” Concerning The Certification Of Existing Buildings Subject To The Standards Of The Chapter And Section; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date..... 132

**11. Resolutions For Adoption**

**\*A. Resolution 2024-16,** Extending By An Additional Three Years The Contract For The Position Of City Manager Between The City Of Marathon, Florida And Mr. George Garrett, And Providing For An Effective Date..... 138

**\*B. Resolution 2024-17,** Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of upgraded PLC hardware, software, and required installation services from Integrated Controls, Inc., In An Amount Not To Exceed \$326,444.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.... 152

**\*C. Resolution 2024-18,** Accepting The Responsible Bid And Approving A Contract Between The City And The King’s Enterprises. In An Amount Not To Exceed \$42,000.00 For The Marina Building Improvement Project; Authorizing The City Manager To Execute The Contract And Appropriate Funds On Behalf Of The City; And Providing For An Effective Date..... 171

**\*D. Resolution 2024-19** Authorizing A “Piggy-Back” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of one (1) 2024 Chevy Silverado 2500HD Double Cab 2WD Under The Florida Sheriff’s Bid 2024091521-NAF From Alan Jay Fleet Sales, In An Amount Not To Exceed at total of \$57,51.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date..... 195

**\*E. Resolution 2024-20** Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase from Airvac (now the Aqseptance Group) one vacuum collection system vacuum pump replacement spares, In An Amount Not To Exceed \$64,852.90; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date..... 210

**\*F. Resolution 2024-21** Authorizing An Upgrade Of Twelve Electrical Disconnect Switches At Various City Facilities From Nearshore Electric, Inc., In An Amount Not To Exceed \$36,735.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date..... 214

**\*G. Resolution 2024-22,** Approving A Change Order To Increase The Total Work Authorization Amounts Of \$57,041.20 For Weiler Engineering Corporation; Authorizing The City Manager To Execute The Change Orders And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. .... 219

**H. Resolution 2024-23,** Authorizing The Purchase Of A New Engine Under The Florida Sheriff’s Contract Bid #16-VEF12.0 From TEN-8 Fire & Safety LLC. The Total Cost Of Proposed Engine Is \$1,072,908.89. An Optional Pre-Pay Discount, With A 100% Performance Bond Included is \$125,090.26. Payment Would Have To Be Made In Full Within 30 Days of Purchase Order. Total Due If Utilizing The Pre-Pay Discount Would Be \$947,818.63; Authorizing The City Manager To Appropriate and Expend Funds On Behalf Of The City; And Providing 2024-24For An Effective Date..... 240

**\*I. Resolution 2024-24,** Approving Amendment 2 To The ENS (EssentialNet Solutions) Contract For The Provision Of Cyber Security Software In The Amount Of \$39,600 Annually As A Continuing Obligation Under The Existing Contract With Ens As Was Approved Previously Pursuant To Resolution 2022-134; Authorizing The City Manager To Expend Budgeted Funds; And Providing An Effective Date..... 262

**12. Council comments**

**13. Adjournment**

**CALL TO ORDER** - A Meeting of the City Council of Marathon, Florida was held on January 9, 2024 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Still called the meeting to order at 5:30 pm.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL - There were present:**

Councilmember Gonzalez

Councilmember Matlock

Councilmember Smith

Vice Mayor Landry

Mayor Still, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

City Attorney, Steve Williams

Planning Director, Brian Shea

Finance Director, Jennifer Johnson

Parks & Rec Director, Paul Davis

Utilities Director, Dan Saus

Building Official, Gerard Roussin

Code Director, Ted Lozier

Marina Director, Sean Cannon

Grants Coordinator, Maria Covelli

Monroe County Sherriff, Rick Ramsay

Monroe County Sherriff's Lt. Lissette Quintero

Still recognized Monroe County Commissioner Lincoln and Sherriff Rick Ramsay.

## Approval Of Agenda And Consent Agenda

Matlock pulled Resolution 2024-12 for discussion, Still added a bus stop discussion and Keysino night, and Garrett added 20<sup>th</sup> Street Discussion, and a Martin Luther King Day of Service proclamation. Garrett later removed Resolution 2024-04 from the agenda.

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

### City Council Items

\*A. Approval of Minutes

\* B. Approval To Sell & Serve Alcohol At The Seafood Festival On March 9-10, 2024.  
BPW Keysino Night – the Council gave head nods to approve this event on February 17<sup>th</sup> to be held in the Chambers.

**Resolution 2024-12**, Authorizing A Purchase Pursuant To The City's Purchasing Policies And Procedures Of At Least Two Vehicles In An Amount Not To Exceed \$106,670 And Up To Four Vehicles In An Amount Not To Exceed \$210,320; And Authorizing The City Manager To Execute The Purchase Agreements, Appropriating And Expending Funds; And Providing For An Effective Date. Matlock questioned why we needed \$50,000 trucks and suggested trying to cut the price. Garrett explained the trucks were available but may not be once the Council approves the resolution, however Garrett did not anticipate purchasing at the high end, this is a not to exceed amount. Gonzalez commented that the Sherriff's office provides us with some vehicles typically and the Code department does not need big trucks. Garrett explained that we are not buying all that is in the quote, we are going after what is available.

**MOTION:** Gonzalez moved to approve only shopping building trucks.

**SECOND:** Landry

### Vote of the Motion:

Yes: Gonzalez, Landry, Smith, Still

No: Matlock

Absent:

Abstain:

**Vote on the Motion:** 4 Yes, 1 No, 0 Absent, 0 Abstain

20<sup>th</sup> Street Discussion – Garrett explained that as directed, staff have moved the bollards out and have been meeting with Lt. Quintero to make sure permanent structures do not continue to be there. Garrett also informed everyone that lighting has been installed.

Sheriff Ramsay informed everyone that the Sheriff's Office was in support of the camp being where it is in an area where calls for service are lower there because we are there proactively. The Sheriff suggested at some point there should be a sign board with rules.

Bus Stop Discussion – Ramsay reported that he was concerned with people sleeping at the bus stop location in the old K-Mart parking lot and loitering at the bus stop. Ramsay suggested that the permanent structure was a problem and he recommended removing the structure and slab. Still commented that her son rides the bus, and that bus stop is not being used as intended and she agreed the only option is to remove the structure. Gonzalez agreed and commented that with the number of resources being used the bus stop structure needs to be removed. Landry and Smith agreed that removing the structure was the best option. Garrett commented that the structure would be removed, and we will try to preserve it.

### **City Attorney Items**

**A.** Monroe County Attorney Bob Shillinger and Commissioner Michelle Lincoln Discuss Charter County Concept – Shillinger and Coldiron presented a slide show and explained some of the reasons to have a County charter including a funding source for the County for bridge repairs and to raise roads, combat sea level rise, and improve transportation. Shillinger explained the process which takes four public hearings and referendums, and it would protect home rule. Smith stated his concerns of a 30-year window and Commissioner Lincoln explained the County was doing everything they could to safeguard municipalities.

**B.** Legal Discussion regarding 79<sup>th</sup> Street Habitat for Humanity Lien - Williams explained on November 29<sup>th</sup> the city received a notice of lien for property owned by the City of which Habitat is a tenant. Williams informed everyone that you cannot put a lien on Government property. Williams commented that if the Council wanted to clear the title, he would go to the Courthouse. Smith informed everyone he would be abstaining from voting since he was on the Habitat board. The Council except for Smith gave direction to move forward to remove the lien.

Rich Malafy, legal representative for Keys Contracting, who is a subcontractor, stated Keys Contracting stands behind the City to get this taken care of.

Chris Todd Young commented that Habitat and Key Contracting have been working on this daily since they received notification on December 12<sup>th</sup>.

Matlock questioned how fast this could be resolved. Williams responded the other party would have 30 days to respond.

### **Citizens' comments**

Robin Cicone – asked the Council for reconsideration of free beach parking to include those properties in a trust. Cicone also asked that something be done regarding flooding on Sombrero Blvd.

Diane Scott – complained about the bus stop location and asked the Council to put it back where it was and asked that we have our own police department.

Divina Young – explained she and her husband owned Captain Brian's on Aviation Blvd and had their parking taken away and what is left barely accommodates a single car. Young asked the Council for consideration for their business.

**City Manager Report** – Garrett advised the Council that he and the Building Official meets weekly with Marathon Contractors Association President Armand Messina, and we held a workshop several months ago with the contractors and sometime in February they will hold another workshop. Matlock asked about emails being flagged and Garrett responded that the only way we are going to communicate is in writing. Shea explained messages are automated in our system. Smith asked about service level agreements and Garrett informed everyone they would be before you at the next meeting.

- \* A. Monroe County Sherriff Marathon Substation Report
- 1. Citizen’s Police Academy - Lt. Quintero informed everyone the Sherriff’s office would be hosting three Citizens Academy between April 3<sup>rd</sup> and May 21<sup>st</sup>, meeting one night a week from 6-9 pm.
- \* B. Grants Update
- \* C. Wastewater Utilities Report
- \* D. Park and Recreation Report
- \* E. Building Report
- \* F. Marina Report
- \* G. Approval of a not to exceed amount of \$250,000 for MT Causley
- \* H. Approval of a not to exceed amount of \$50,000 for Sunbelt Rentals

### **Quasi-Judicial Public Hearings**

**A.** Considering The Third 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, More Specifically Allowing For The Marina To Be Public Use; And Providing For An Effective Date.

The Clerk swore in speakers and the Councilmembers, except for Matlock stated they had exparte communications, but it would not affect their vote.

Shea explained there was a change on page 53 of the packet 4A2 and 4A4 would be combined.

Matlock asked if they would double up on slips and Shea explained we had a safeguard. Gonzalez questioned how we would monitor that. Shea explained with a marina operating agreement.

Bart Smith, agent for applicant explained that this would allow the marina to be open to the public, they redid the site plan which now allows for parking increase allowing the marina to operate separately. Bart Smith showed the Council the site plan as requested by Councilmember Smith. Landry asked for a safeguard of no rentals on the vessels. Smith stated he would craft some language with Shea to be included.

**MOTION:** Landry moved to approve with the change of no rentals

**SECOND:** Smith

**Vote of the Motion:**

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

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

### **Ordinances for Second Public Hearing and Adoption**

**A. Ordinance 2023-15** Amending Chapter 104 “Specific Use Regulations”, Article 1 “General Provisions”, Updating Section 104.25 “Hotels Or Motels”; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For The Transmittal Of The Approved Ordinance To The State Land Planning Agency, Florida Commerce; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date.

Shea explained the ordinance and the addition to the Ordinance. The Mayor called for speakers

Bettye Chaplin spoke for the Ordinance and informed everyone that Stanley Switlick gave the Country club to us, and she wants it back.

Mike Leonard commented that the golf course would develop hotel and not the golf course and he was against the ordinance.

Garrett informed everyone that a different version was sent out back in August and this is a revision to the hotel motel section where we added additional components. Garrett explained that there is a development agreement for the golf course in place and valid today, this is not about the golf course. Garrett suggested a change to D, E, and F on pages 89 and 90 and take the golf course out of this as it is not about the golf course.

Matlock questioned the motive behind this Ordinance, there would be way more people in a 2,000 square foot room, when the average hotel room is 375 square feet, what would the town gain?

Smith commented that this was presented as a clean up item and is drafted to look at the golf course development agreement and he did not feel comfortable with six bedrooms and wanted a square footage cap. Gonzalez suggested tabling and not rushing the decision.

**MOTION:** Matlock moved to table  
**SECOND:** Smith

### **Vote of the Motion:**

Yes: Matlock, Smith, Gonzalez, Landry, Still  
No: None  
Absent: None



Abstain: None

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

**B. Ordinance 2023-16** Amending The Future Land Use Map (FLUM) From Residential Medium (RM) To Mixed Use Commercial (MU-C) For Property Described As Lots 1 Through 4 Of Block 6 And Lot 4 Of The Amended Plat Of Gulfstream Shores Of Marathon Plat #2 As Recorded In Plat Book 3-142, Having Real Estate Numbers 00100890-000000 And 00349440-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

**C. Ordinance 2023-17** Amending The Zoning From Residential Medium (RM) To Mixed Use (MU) For Property Described As Lots 1 Through 4 Of Block 6 And Lot 4 Of The Amended Plat Of Gulfstream Shores Of Marathon Plat #2 As Recorded In Plat Book 3-142, Having Real Estate Numbers 00100890-000000 And 00349440-000000; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

Shea reported there were no changes. There were no speakers.

**MOTION:** Landry moved to approve Ordinance 2023-16  
**SECOND:** Smith

**Vote of the Motion:**

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

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

Shea reported there were no changes. There were no speakers.

**MOTION:** Gonzalez moved to approve Ordinance 2023-17  
**SECOND:** Matlock

**Vote of the Motion:**

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

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

**D. Ordinance 2023-23**, Amending Chapter 18, Article III )”Offenses involving Public Peace, Order, and Morals”) Of the Code Of Ordinances Of The City Of Marathon By Amending Section 18-124 To Create A Subsection D(a) Which Will Provide An Enforcement Mechanism For Section 18-124; 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.

Garrett commented that there needed to be an appeal process. Williams commented that we do not need a third hearing to do this.

Still called for speakers, hearing none, closed the public hearing.

**MOTION:** Landry moved to approve and add an appeal process

**SECOND:** Smith

**Vote of the Motion:**

Yes: Landry, Smith, Gonzalez, Matlock, Still

No: None

Absent: None

Abstain: None

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

**Ordinances for First Public Hearing**

**A. Ordinance 2024-01** Request By Patrick Stevens On Behalf Of Florida’s Duck Key Properties LLC To Amend The Future Land Use Map From Residential High (RH) To Mixed Use Commercial (MU-C) For N 50 FT Lot 3, Block 3; S 50 FT Lot 3, Block 3; And N1/2 Lot 4, Block 3; And S 1/2 Lot 4, Block 3 The Palms, Key Vaca PB4-86; Having Real Estate Numbers 00332920-000000, 00332930-000000, 00332940-000000, And 00332940-000100, Marathon, Florida, Monroe County, Florida; Nearest Mile Marker 53.

**B. Ordinance 2024-02** A Request By Patrick Stevens On Behalf Of Florida’s Duck Key Properties LLC To Amend Land Development Regulations Zoning Map From Residential Mobile Home (R-MH) To Mixed-Use (MU) For N 50 FT Lot 3, Block 3; S 50 FT Lot 3, Block 3; And N1/2 Lot 4, Block 3; And S 1/2 Lot 4, Block 3 The Palms, Key Vaca PB4-86; Having Real Estate Numbers 00332920-000000, 00332930-000000, 00332940-000000, And 00332940-000100, Marathon, Florida, Monroe County, Florida; Nearest Mile Marker 53.

Shea explained the change request in the FLUM and Zoning maps for the project on vacant land at E. 105<sup>th</sup> Street Ocean.

Patrick Stevens, agent for the applicant provided a PowerPoint presentation.

The Mayor called for speakers.

Amy Johnson – spoke against the changes due to the large vehicles, traffic congestion as there were already issues with people going the wrong way.

Lawren Ewing – spoke against the FLUM and Zoning changes due to traffic and safety issues.

Gonzalez commented that he was very concerned about the large vehicles doing a loop, it is a huge safety issue with little kids the way it is laid out.

Matlock commented that it is not a commercial street and does not meet community standards.

Smith commented that he drove the street and was more concerned about the traffic pattern but could see both sides.

**MOTION:** Matlock moved to deny Ordinance 2024-01 due to traffic, safety, and community character.

**SECOND:** Gonzalez

**Vote of the Motion:**

Yes: Matlock, Gonzalez, Landry, Still

No: Smith

Absent: None

Abstain: None

**Vote on the Motion:** 4 Yes, 1 No, 0 Absent, 0 Abstain

**MOTION:** Matlock moved to deny Ordinance 2024-02 due to traffic, safety, and community character.

**SECOND:** Gonzalez

**Vote of the Motion:**

Yes: Matlock, Gonzalez, Landry, Still

No: Smith

Absent: None

Abstain: None

**Vote on the Motion:** 4 Yes, 1 No, 0 Absent, 0 Abstain

**C. Ordinance 2024-03**, Amending Chapter 6-95, “Existing Buildings,” Concerning The Certification Of Existing Buildings Subject To The Standards Of The Chapter And Section; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date.

Garrett explained the change to the Ordinance will open this to qualified engineers in the County. Still questioned what would happen if there were a delay in trying to get a contractor. Garrett responded that we work with everyone. Gonzalez questioned if the engineer would be working with the building official. Garrett responded yes. Gonzalez questioned if an engineer signed off on the building would it minimize the City's liability and if there was a set of criteria for structural and electrical to be approved. Roussin responded there was a set of criteria, structural and electrical. Matlock questioned if it takes away our liability? Williams commented that the liability stays the same. Matlock questioned if this would slow down or speed up the process. Roussin explained it would speed up the process because it widens the pool of people who could do the certifications, the concern is we lowering our standards. We are removing that they need to have experience of the recertification process.

**MOTION:** Landry moved to approve Ordinance 2024-03

**SECOND:** Smith

**Vote of the Motion:**

Yes: Landry, Smith, Gonzalez, Matlock, Still

No: None

Absent: None

Abstain: None

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

**Resolutions For Adoption**

**\*A. Resolution 2024-01**, Relating To The State Of Florida's 2023 Hurricane Evacuation Clearance Times Summary, The Building Permit Allocation System, and Necessary Actions Of The Legislature During The 2024 Legislative Session; Providing For Severability; And Providing For An Effective Date.

**\*B. Resolution 2024-02** Authorizing The Potential Settlement Of A Building Permit (P-22-355) Appealed By The Florida Department Of Commerce, Formerly Known As Florida Department Of Economic Opportunity; Authorizing The City Manager To Sign Settlement Documents On Behalf Of The City; And Providing For An Effective Date.

**\*C. Resolution 2024-03**, Authorizing The Potential Settlement Of A Building Permit (P-21-777) Appealed By The Florida Department Of Commerce, Formerly Known As Florida Department Of Economic Opportunity; Authorizing The City Manager To Sign Settlement Documents On Behalf Of The City; And Providing For An Effective Date.

**\*D. Resolution 2024-04**, Approving And Amending A Lease Agreement (2023-111) Between The City Of Marathon, Florida As The Owner, And QOF, Inc. As Lessee For Submerged Lands Identified By Real Estate Number 00355400-000000; Including, But Not Limited To Establishing A Lease Area, Lease Amount, Lease Duration, And Release Of Liability; Authorizing The City Manager To Execute The Lease Agreement On Behalf Of The City; And Providing For An Effective Date.

Resolution 2024-04 REMOVED FROM AGENDA – Garrett commented he neglected to take this off the

agenda because they did not have the lease yet. It would be brought back when the lease was received.

**MOTION:** Landry moved to remove Resolution 2024-04 from the agenda

**SECOND:** Still

**Vote of the Motion:**

Yes: Landry, Still, Gonzalez, Matlock, Smith

No: None

Absent: None

Abstain: None

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

**\*E. Resolution 2024-05**, Approving A Contract Between The City And Pedro Falcon Contractors For Power Conditioning And Surge Protection Project At All Wastewater Treatment Facilities, In An Amount Not To Exceed \$4,328,361.00; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

**\*F. Resolution 2024-06**, Approving Change Order #2 to the contract with Tropical Underground in An Amount Not to Exceed \$44,174.91 for the agreement with Fairfield Inn to replant landscaping that was removed for the Lift station; Authorizing the City Manager to Execute The Contract And Appropriate Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

**\*G Resolution 2024-07**, Approving A Project Specific Agreement With Keystar Inc., A Continuing Services Contractor For Construction Manager At Risk, For Work Funded Through The Florida Job Growth Infrastructure Grant Agreement (2023-23); Authorizing The City Manager To Sign The Agreement; And Providing For An Effective Date

**\*H Resolution 2024-08** Approving An Interlocal Agreement Between Monroe County And The City Of Marathon Regarding Roadway Vulnerability Analysis; Providing For Transmittal Of This Resolution To The County; And Providing For An Effective Date.

**\*I Resolution 2024-09**, Approving A Distribution Right-Of-Way Easement Between The City of Marathon And The Florida Keys Electric Cooperative On Property Having Real Estate Number 00103760-000300, Contiguous With Property Known As Crane Point Hammock Museum And Nature Center Having Real Estate Number 00103760-000000, Providing For Severability, Providing For An Effective Date

**\*J Resolution 2024-10**, Approving A Distribution Right-Of-Way Easement Between The City of Marathon And The Florida Keys Electric Cooperative On Property Having Real Estate Number 00336470-000000, On Property Known As Jesse Hobbs Park, Providing For Severability, Providing For An Effective Date

**\*K. Resolution 2024-11**, Amending A Grant Agreement With The Florida Department Of Environmental Protection; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date

**\*L. Resolution 2024-12**, Authorizing A Purchase Pursuant To The City's Purchasing Policies And Procedures Of At Least Two Vehicles In An Amount Not To Exceed \$106,670 And Up To Four Vehicles In An Amount Not To Exceed \$210,320; And Authorizing The City Manager To Execute The Purchase Agreements, Appropriating And Expending Funds; And Providing For An Effective Date. (Item removed from consent by Councilmember Matlock and moved to the beginning of the agenda)

**\*M. Resolution 2024-13**, Authorizing The City Manager To Enter Into An Agreement With CScape Construction, Inc. For Cleaning And Inspection Of The Boot Key Harbor City Marina Mooring Field In An Amount Not To Exceed \$290,820 for a Two-Year Period; And Providing For An Effective Date

### **Council Comments:**

Matlock asked residents to contact the Council directly and not through Facebook.

Smith wished everyone a happy new year.

Gonzalez wished everyone a happy new year, thanked staff, and reminded everyone to do something for the community on Monday as a day of service.

Landry wished everyone a happy new year and thanked Marathon Fire Rescue and MCSO for the fun Santa event and commented it was the best Christmas since his first grandchild was born.

Still echoed the remarks, congratulated the Landry's on their first grandchild and wished everyone a happy new year and thanked the Council.

### **ADJOURNMENT**

With no further business to come before the Council, Mayor Still adjourned the meeting at 8:16 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of January 9, 2024

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

\_\_\_\_\_  
Date

**CALL TO ORDER** - A Meeting of the City Council of Marathon, Florida was held on January 22, 2024 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Still called the meeting to order at 5:15 pm.

**ROLL CALL - There were present:**

Councilmember Gonzalez

Councilmember Matlock

Councilmember Smith

Vice-Mayor Landry

Mayor Still, comprising a quorum

Also, in attendance were:

City Manager, George Garrett

Deputy City Clerk, Hillary Palmer

City Attorney, Steve Williams

Planning Director, Brian Shea

Finance Director, Jennifer Johnson

Public Works Director/City Engineer, Carlos Solis

Building Official, Gerard Roussin

Grants Coordinator, Maria Covelli

Parks Director, Paul Davis

Engineer, Chris Nolan

Paralegal, Alli Heller

**Resolution 2024-14**, Approving Replacement Playground Equipment At Sombrero Beach; Authorizing The City Manager To Execute A Contract With Play By Design Via Sourcewell And Expend Budgeted Fund And Appropriate Funds In The Amount Of \$245,250.00; And Providing For An Effective Date.

Garrett provided a brief staff report and requested approval of the resolution.

Council Discussion.

Smith commented that the name of the contractor is incorrect on the certificate of liability insurance.

Williams stated he would ask the Risk Management Department to review the insurance.

**MOTION:** Gonzalez moved approval contingent upon review of the contractor insurance.

**SECOND:** Landry

**Vote of the Motion:**

Yes: Gonzalez, Landry, Matlock, Smith, Still

No: None

Absent: None

Abstain: None

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

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

**ADJOURNMENT**

With no further business to come before the Council, Mayor Still adjourned the meeting at 5:18 pm by unanimous consent.

I certify the above represents an accurate summary of the City Council meeting of January 22, 2024

\_\_\_\_\_  
Hillary Palmer, Deputy City Clerk

\_\_\_\_\_  
Date



Fishermen's Community Hospital  
 Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	4/26/2023	941783291	33050	O/P	OPS	\$38,776.00	(\$1,556.85)	(\$2,422.48)	(\$2,422.48)	
FMH	O	6/5/2023	941900882	33050	O/P	MDX	\$13,031.00	(\$340.27)	(\$340.27)	(\$340.27)	
FMH	O	4/11/2023	941934554	33050	O/P	ULS	\$1,133.00	(\$112.68)	(\$107.31)	(\$112.68)	
FMH	O	4/7/2023	941951882	33050	O/P	MRI	\$6,526.00	\$0.00	(\$453.45)	(\$453.45)	
FMH	O	4/1/2023	941952809	45658	O/P	EMR	\$14,683.00	(\$285.02)	(\$486.08)	(\$486.08)	
FMH	O	4/1/2023	941952843	33050	O/P	EMR	\$3,568.00	(\$203.62)	(\$528.66)	(\$528.66)	
FMH	O	4/1/2023	941953555	33043	O/P	EMR	\$7,055.00	(\$876.15)	(\$876.15)	(\$876.15)	
FMH	O	4/1/2023	941953592	33050	O/P	EMR	\$2,300.00	(\$531.61)	(\$531.61)	(\$531.61)	
FMH	O	4/1/2023	941953605	33050	O/P	EMR	\$8,207.00	(\$613.65)	(\$613.65)	(\$613.65)	
FMH	O	4/1/2023	941953795	33050	O/P	EMR	\$1,467.00	(\$125.29)	(\$125.29)	(\$125.29)	
FMH	O	4/1/2023	941953817	33050	O/P	EMR	\$5,201.00	(\$637.43)	(\$637.43)	(\$637.43)	
FMH	O	4/1/2023	941953978	33050	O/P	EMR	\$15,005.00	(\$676.09)	(\$676.09)	(\$676.09)	
FMH	O	4/2/2023	941954293	33050	O/P	EMR	\$872.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	4/2/2023	941954645	33050	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/2/2023	941954726	33050	O/P	EMR	\$2,570.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/2/2023	941955211	33050	O/P	EMR	\$1,467.00	(\$228.12)	(\$228.12)	(\$228.12)	
FMH	O	4/2/2023	941955339	33042	O/P	EMR	\$1,838.00	(\$356.70)	(\$356.70)	(\$356.70)	
FMH	O	4/2/2023	941955515	33050	O/P	EMR	\$2,856.00	(\$213.80)	(\$203.62)	(\$213.80)	
FMH	O	4/2/2023	941955555	33050	O/P	EMR	\$7,933.00	(\$220.30)	(\$220.30)	(\$220.30)	
FMH	O	4/2/2023	941955584	33050	O/P	EMR	\$873.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	4/3/2023	941955815	33043	O/P	EMR	\$870.00	(\$178.94)	(\$178.94)	(\$178.94)	
FMH	O	4/3/2023	941956090	33050	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/3/2023	941956799	33050	O/P	EMR	\$1,838.00	(\$359.95)	(\$342.81)	(\$359.95)	
FMH	O	4/3/2023	941957951	33043	O/P	EMR	\$2,899.00	(\$120.90)	(\$188.12)	(\$188.12)	
FMH	O	4/3/2023	941958328	33050	O/P	EMR	\$6,387.00	(\$437.15)	(\$437.15)	(\$437.15)	
FMH	O	4/3/2023	941959460	33050	O/P	EMR	\$6,442.00	(\$437.15)	(\$437.15)	(\$437.15)	
FMH	O	4/3/2023	941959720	33050	O/P	EMR	\$870.00	(\$323.60)	(\$323.60)	(\$323.60)	
FMH	O	4/3/2023	941960151	33050	O/P	EMR	\$6,856.00	(\$976.02)	(\$976.02)	(\$976.02)	

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	4/3/2023	941960170	33050	O/P	EMR	\$11,445.00	(\$580.60)	(\$903.40)	(\$903.40)	
FMH	O	4/4/2023	941960271	33050	O/P	EMR	\$3,532.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	4/4/2023	941960681	33043	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/4/2023	941960694	33043	O/P	EMR	\$2,308.00	\$0.00	(\$268.95)	(\$268.95)	
FMH	O	4/4/2023	941960916	33037	O/P	ULS	\$1,067.00	(\$71.15)	(\$110.70)	(\$110.70)	
FMH	7	4/4/2023	941961509	33042	O/P	LAB	\$681.00	(\$10.86)	(\$10.86)	(\$10.86)	
FMH	O	4/4/2023	941962507	33050	O/P	EMR	\$9,663.00	(\$851.32)	(\$851.32)	(\$851.32)	
FMH	O	4/5/2023	941963267	33050	O/P	LAB	\$2,513.00	(\$11.17)	(\$17.38)	(\$17.38)	
FMH	O	4/4/2023	941963805	33050	O/P	EMR	\$2,570.00	(\$305.28)	(\$305.28)	(\$305.28)	
FMH	O	4/4/2023	941964607	33050	O/P	EMR	\$951.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	4/4/2023	941964611	33050	O/P	EMR	\$1,675.00	(\$245.96)	(\$234.25)	(\$245.96)	
FMH	O	4/5/2023	941964746	33050	O/P	EMR	\$3,038.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	4/5/2023	941966202	33050	O/P	LAB	\$1,685.00	(\$21.00)	(\$21.01)	(\$21.01)	
FMH	O	4/5/2023	941967556	33050	O/P	EMR	\$2,255.00	(\$286.94)	(\$273.28)	(\$286.94)	
FMH	7	4/26/2023	941967719	33050	O/P	ULS	\$1,067.00	(\$100.64)	(\$100.64)	(\$100.64)	
FMH	O	4/5/2023	941967815	33050	O/P	EMR	\$5,925.00	(\$796.58)	(\$796.58)	(\$796.58)	
FMH	O	4/5/2023	941968173	30115	O/P	EMR	\$9,450.00	(\$1,847.71)	(\$775.33)	(\$1,847.71)	
FMH	O	4/6/2023	941970074	33043	O/P	EMR	\$2,055.00	(\$196.49)	(\$196.49)	(\$196.49)	
FMH	O	4/6/2023	941971267	33043	O/P	EMR	\$3,863.00	(\$531.61)	(\$531.61)	(\$531.61)	
FMH	7	4/12/2023	941971585	33043	O/P	ULS	\$1,067.00	(\$100.64)	(\$100.64)	(\$100.64)	
FMH	O	4/6/2023	941971730	33050	O/P	EMR	\$14,267.00	(\$519.21)	(\$494.49)	(\$519.21)	
FMH	O	4/6/2023	941971755	33050	O/P	EMR	\$5,161.00	(\$868.26)	(\$868.26)	(\$868.26)	
FMH	O	4/6/2023	941972213	12983	O/P	EMR	\$3,633.00	(\$659.58)	(\$588.29)	(\$659.58)	
FMH	O	4/24/2023	941972462	33050	O/P	ULS	\$1,067.00	(\$108.69)	(\$108.69)	(\$108.69)	
FMH	O	4/6/2023	941972540	33050	O/P	EMR	\$2,121.00	(\$224.08)	(\$213.41)	(\$224.08)	
FMH	O	4/6/2023	941972799	33030	O/P	EMR	\$14,054.00	(\$692.77)	(\$692.77)	(\$692.77)	
FMH	O	4/6/2023	941972843	33040	O/P	EMR	\$12,852.00	(\$934.96)	(\$934.96)	(\$934.96)	
FMH	O	4/7/2023	941972920	33050	O/P	EMR	\$13,604.00	(\$1,155.06)	(\$1,155.06)	(\$1,155.06)	

Fishermen's Community Hospital  
 Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	4/7/2023	941972936	33042	O/P	EMR	\$885.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/7/2023	941973044	48382	O/P	EMR	\$1,467.00	(\$136.73)	(\$176.48)	(\$176.48)	
FMH	O	4/7/2023	941973093	33050	O/P	EMR	\$2,278.00	(\$290.47)	(\$290.47)	(\$290.47)	
FMH	O	4/7/2023	941973588	33050	O/P	EMR	\$2,814.00	(\$531.61)	(\$531.61)	(\$531.61)	
FMH	O	4/7/2023	941975282	33050	O/P	EMR	\$2,112.00	(\$342.81)	(\$342.81)	(\$342.81)	
FMH	O	4/7/2023	941975658	49423	O/P	EMR	\$6,414.00	(\$800.46)	(\$1,280.21)	(\$1,280.21)	
FMH	O	4/7/2023	941975913	33050	O/P	EMR	\$2,755.00	(\$215.82)	(\$335.81)	(\$335.81)	
FMH	O	4/25/2023	941975945	33050	O/P	LAB	\$2,251.00	(\$32.49)	(\$32.49)	(\$32.49)	
FMH	O	5/23/2023	941975968	33050	O/P	LAB	\$2,248.00	(\$29.63)	(\$29.63)	(\$29.63)	
FMH	O	6/20/2023	941975983	33050	O/P	LAB	\$2,248.00	(\$29.63)	(\$29.63)	(\$29.63)	
FMH	O	4/8/2023	941976715	33050	O/P	EMR	\$870.00	(\$319.34)	(\$319.34)	(\$319.34)	
FMH	O	4/8/2023	941976802	34120	O/P	EMR	\$870.00	(\$124.13)	(\$124.13)	(\$124.13)	
FMH	O	4/8/2023	941976903	33050	O/P	EMR	\$3,458.00	(\$248.31)	(\$248.31)	(\$248.31)	
FMH	O	4/8/2023	941977074	33050	O/P	EMR	\$6,099.00	(\$663.88)	(\$663.88)	(\$663.88)	
FMH	O	4/8/2023	941977115	33050	O/P	EMR	\$1,705.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/8/2023	941977330	33173	O/P	EMR	\$2,249.00	(\$289.68)	(\$289.68)	(\$289.68)	
FMH	O	4/8/2023	941977803	33050	O/P	EMR	\$2,854.00	(\$668.14)	(\$668.14)	(\$668.14)	
FMH	O	4/8/2023	941977823	33040	O/P	EMR	\$3,684.00	(\$676.29)	(\$676.29)	(\$676.29)	
FMH	O	4/8/2023	941977960	33166	O/P	EMR	\$1,973.00	(\$178.78)	(\$188.78)	(\$188.78)	
FMH	O	4/8/2023	941977989	33132	O/P	EMR	\$2,233.00	(\$268.95)	(\$268.95)	(\$268.95)	
FMH	O	4/9/2023	941978161	33050	O/P	EMR	\$2,880.00	\$0.00	(\$238.63)	(\$238.63)	
FMH	O	4/9/2023	941978194	33050	O/P	EMR	\$2,833.00	(\$176.48)	(\$501.52)	(\$501.52)	
FMH	O	4/9/2023	941978204	33050	O/P	EMR	\$3,282.00	(\$184.70)	(\$184.70)	(\$184.70)	
FMH	O	4/9/2023	941978314	33050	O/P	EMR	\$13,364.00	(\$542.23)	(\$542.23)	(\$542.23)	
FMH	O	4/9/2023	941978570	33050	O/P	EMR	\$3,144.00	(\$185.37)	(\$185.37)	(\$185.37)	
FMH	O	4/9/2023	941978807	33905	O/P	EMR	\$1,573.00	(\$372.68)	(\$372.68)	(\$372.68)	
FMH	O	4/9/2023	941979253	33050	O/P	EMR	\$872.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	4/17/2023	941979634	33050	O/P	ULS	\$4,090.00	(\$227.10)	(\$227.13)	(\$227.13)	

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	4/10/2023	941980405	8210	O/P	EMR	\$6,266.00	\$0.00	(\$638.01)	(\$638.01)		
FMH	O	4/10/2023	941981963	33050	O/P	EMR	\$6,108.00	(\$500.10)	(\$500.10)	(\$500.10)		
FMH	O	4/10/2023	941982367	33050	O/P	EMR	\$2,455.00	(\$70.24)	(\$167.23)	(\$167.23)		
FMH	O	4/10/2023	941982583	33043	O/P	EMR	\$1,837.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	4/10/2023	941982843	33050	O/P	EMR	\$2,224.00	(\$257.05)	(\$244.81)	(\$257.05)		
FMH	O	4/10/2023	941983634	33040	O/P	EMR	\$2,303.00	(\$531.61)	(\$531.61)	(\$531.61)		
FMH	O	4/10/2023	941983762	33050	O/P	EMR	\$930.00	(\$124.13)	(\$124.13)	(\$124.13)		
FMH	O	4/10/2023	941984165	33050	O/P	EMR	\$1,473.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	4/11/2023	941984259	33050	O/P	EMR	\$1,467.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	4/11/2023	941984444	33001	O/P	EMR	\$2,346.00	(\$89.38)	(\$212.81)	(\$212.81)		
FMH	O	4/11/2023	941984585	33040	O/P	EMR	\$3,694.00	(\$445.40)	(\$445.40)	(\$445.40)		
FMH	O	4/11/2023	941984846	33050	O/P	EMR	\$2,555.00	(\$129.81)	(\$201.99)	(\$201.99)		
FMH	O	4/11/2023	941985286	33043	O/P	EMR	\$11,917.00	(\$1,144.37)	(\$1,144.37)	(\$1,144.37)		
FMH	O	4/11/2023	941986762	33050	O/P	EMR	\$8,768.00	\$0.00	(\$228.84)	(\$228.84)		
FMH	O	4/11/2023	941986797	33040	O/P	EMR	\$8,627.00	(\$1,038.20)	(\$1,038.20)	(\$1,038.20)		
FMH	O	4/19/2023	941987666	33037	O/P	MDX	\$13,487.00	(\$862.33)	(\$862.33)	(\$862.33)		
FMH	O	4/11/2023	941987710	33050	O/P	EMR	\$2,385.00	(\$70.36)	(\$167.53)	(\$167.53)		
FMH	O	4/11/2023	941988056	33043	O/P	EMR	\$5,979.00	(\$499.91)	(\$499.91)	(\$499.91)		
FMH	O	4/11/2023	941988562	33050	O/P	EMR	\$2,252.00	(\$259.50)	(\$259.50)	(\$259.50)		
FMH	O	4/12/2023	941988917	33050	O/P	EMR	\$877.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	4/12/2023	941988954	33050	O/P	EMR	\$2,348.00	(\$223.45)	(\$212.81)	(\$223.45)		
FMH	O	4/12/2023	941989131	33050	O/P	EMR	\$2,224.00	(\$282.40)	(\$268.95)	(\$282.40)		
FMH	O	4/12/2023	941989354	32908	O/P	EMR	\$5,701.00	(\$135.35)	(\$135.35)	(\$135.35)		
FMH	O	4/12/2023	941989582	33187	O/P	EMR	\$2,702.00	(\$326.65)	(\$326.65)	(\$326.65)		
FMH	O	4/12/2023	941990602	33050	O/P	EMR	\$870.00	(\$323.60)	(\$323.60)	(\$323.60)		
FMH	O	4/12/2023	941990695	33050	O/P	EMR	\$2,959.00	(\$285.09)	(\$285.09)	(\$285.09)		
FMH	O	4/12/2023	941991424	44147	O/P	EMR	\$11,864.00	(\$501.69)	(\$954.09)	(\$954.09)		
FMH	O	4/12/2023	941992508	11355	O/P	EMR	\$3,053.00	(\$73.06)	(\$167.23)	(\$167.23)		

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg	# of Days
FMH	O	4/13/2023	941993365	33050	O/P	EMR	\$4,866.00	(\$319.72)	(\$319.72)	(\$319.72)			
FMH	O	4/13/2023	941993944	33050	O/P	EMR	\$878.00	(\$185.37)	(\$185.37)	(\$185.37)			
FMH	O	4/13/2023	941995139	33042	O/P	RAD	\$864.00	(\$59.13)	(\$59.13)	(\$59.13)			
FMH	O	4/13/2023	941996038	33050	O/P	EMR	\$4,301.00	(\$331.75)	(\$331.75)	(\$331.75)			
FMH	O	4/13/2023	941996286	55127	O/P	EMR	\$3,116.00	(\$2,532.80)	(\$213.41)	(\$213.41)			
FMH	O	4/13/2023	941996618	33050	O/P	EMR	\$1,554.00	(\$175.59)	(\$167.23)	(\$167.23)			
FMH	O	4/13/2023	941996630	33050	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)			
FMH	O	4/13/2023	941996689	33050	O/P	EMR	\$4,961.00	(\$223.73)	(\$223.73)	(\$223.73)			
FMH	7	4/13/2023	941996702	33050	O/P	EMR	\$875.00	(\$123.76)	(\$123.76)	(\$123.76)			
FMH	7	4/14/2023	941996983	33050	O/P	EMR	\$1,768.00	(\$185.37)	(\$185.37)	(\$185.37)			
FMH	O	4/14/2023	941997485	33050	O/P	EMR	\$2,862.00	(\$213.41)	(\$538.45)	(\$538.45)			
FMH	O	4/14/2023	941997733	33050	O/P	EMR	\$3,870.00	(\$668.14)	(\$668.14)	(\$668.14)			
FMH	O	4/14/2023	941999181	33050	O/P	ULS	\$467.00	(\$112.68)	(\$107.31)	(\$107.31)			
FMH	O	4/14/2023	941999408	33001	O/P	EMR	\$2,276.00	(\$282.40)	(\$268.95)	(\$268.95)			
FMH	O	4/15/2023	942001410	33050	O/P	EMR	\$870.00	(\$269.88)	(\$269.88)	(\$269.88)			
FMH	O	4/15/2023	942001820	33050	O/P	EMR	\$2,300.00	(\$661.83)	(\$630.32)	(\$630.32)			
FMH	O	4/15/2023	942001923	33050	O/P	EMR	\$14,115.00	(\$768.83)	(\$732.22)	(\$732.22)			
FMH	O	4/15/2023	942002025	33050	O/P	EMR	\$1,467.00	(\$225.84)	(\$225.84)	(\$225.84)			
FMH	O	4/16/2023	942003218	33050	O/P	EMR	\$2,043.00	(\$124.76)	(\$194.13)	(\$194.13)			
FMH	O	4/16/2023	942003251	33050	O/P	EMR	\$9,717.00	(\$299.98)	(\$299.98)	(\$299.98)			
FMH	O	4/16/2023	942003608	33033	O/P	EMR	\$1,467.00	(\$197.45)	(\$197.45)	(\$197.45)			
FMH	O	4/21/2023	942003890	33050	O/P	ULS	\$934.00	(\$170.62)	(\$170.63)	(\$170.63)			
FMH	O	4/17/2023	942004649	11355	O/P	EMR	\$7,036.00	(\$277.86)	(\$283.00)	(\$283.00)			
FMH	O	4/17/2023	942005785	33050	O/P	EMR	\$1,469.00	(\$212.81)	(\$212.81)	(\$212.81)			
FMH	7	4/17/2023	942006556	33050	O/P	MDX	\$1,876.00	(\$234.19)	(\$234.20)	(\$234.20)			
FMH	7	4/17/2023	942007366	33050	O/P	EMR	\$5,425.00	(\$185.37)	(\$185.37)	(\$185.37)			
FMH	O	4/17/2023	942007698	33037	O/P	EMR	\$18,675.00	(\$486.50)	(\$463.33)	(\$463.33)			
FMH	O	4/17/2023	942007895	33050	O/P	EMR	\$4,082.00	(\$187.07)	(\$187.07)	(\$187.07)			

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	4/17/2023	942008047	24184	O/P	EMR	\$12,299.00	(\$191.01)	(\$1,060.08)	(\$1,060.08)	
FMH	O	4/18/2023	942008346	33050	O/P	EMR	\$870.00	(\$172.37)	(\$172.37)	(\$172.37)	
FMH	O	4/18/2023	942008797	33050	O/P	EMR	\$870.00	(\$185.30)	(\$176.48)	(\$185.30)	
FMH	O	4/18/2023	942011762	33050	O/P	EMR	\$638.00	(\$170.74)	(\$162.61)	(\$170.74)	
FMH	O	4/18/2023	942012219	33050	O/P	EMR	\$1,745.00	(\$74.12)	(\$176.48)	(\$176.48)	
FMH	O	4/18/2023	942012498	33050	O/P	EMR	\$1,857.00	(\$160.84)	(\$160.84)	(\$160.84)	
FMH	O	4/19/2023	942012786	33050	O/P	EMR	\$2,354.00	(\$514.52)	(\$514.52)	(\$514.52)	
FMH	O	4/28/2023	942014383	33050	O/P	ULS	\$2,796.00	(\$292.99)	(\$292.99)	(\$292.99)	
FMH	O	4/19/2023	942014442	33050	O/P	MDX	\$2,730.00	\$0.00	(\$111.56)	(\$111.56)	
FMH	O	4/19/2023	942015734	33050	O/P	EMR	\$2,514.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/24/2023	942016109	33036	O/P	MRI	\$4,684.00	(\$269.72)	(\$269.72)	(\$269.72)	
FMH	O	4/19/2023	942016118	33050	O/P	EMR	\$9,920.00	(\$524.16)	(\$524.16)	(\$524.16)	
FMH	O	4/19/2023	942016724	33050	O/P	EMR	\$2,104.00	(\$329.70)	(\$329.70)	(\$329.70)	
FMH	O	4/19/2023	942016818	33050	O/P	EMR	\$7,992.00	(\$656.43)	(\$656.43)	(\$656.43)	
FMH	7	4/20/2023	942016939	4086	O/P	EMR	\$3,301.00	\$0.00	(\$213.41)	(\$213.41)	
FMH	O	4/20/2023	942016977	33042	O/P	EMR	\$870.00	(\$225.58)	(\$225.58)	(\$225.58)	
FMH	O	4/20/2023	942017125	33050	O/P	EMR	\$13,501.00	(\$542.23)	(\$542.23)	(\$542.23)	
FMH	O	4/20/2023	942019762	33050	O/P	EMR	\$2,538.00	(\$259.50)	(\$259.50)	(\$259.50)	
FMH	O	4/20/2023	942020612	33920	O/P	EMR	\$11,475.00	(\$1,154.04)	(\$1,154.04)	(\$1,154.04)	
FMH	O	4/20/2023	942020734	33050	O/P	EMR	\$2,297.00	(\$526.59)	(\$501.52)	(\$526.59)	
FMH	O	4/21/2023	942024230	33040	O/P	EMR	\$11,734.00	(\$834.84)	(\$834.84)	(\$834.84)	
FMH	O	4/21/2023	942024570	33050	O/P	EMR	\$2,107.00	(\$190.60)	(\$190.60)	(\$190.60)	
FMH	O	4/22/2023	942025447	33050	O/P	EMR	\$1,526.00	\$0.00	(\$212.81)	(\$212.81)	
FMH	O	4/22/2023	942025715	33050	O/P	EMR	\$3,019.00	(\$259.50)	(\$259.50)	(\$259.50)	
FMH	O	4/22/2023	942026174	33043	O/P	EMR	\$1,488.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/22/2023	942026177	33050	O/P	EMR	\$2,122.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	4/22/2023	942026256	33050	O/P	EMR	\$2,104.00	(\$323.60)	(\$323.60)	(\$323.60)	
FMH	O	4/23/2023	942027303	33050	O/P	EMR	\$870.00	(\$160.84)	(\$160.84)	(\$160.84)	

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	4/23/2023	942027674	33050	O/P	EMR	\$3,100.00	(\$165.31)	(\$157.44)	(\$165.31)		
FMH	O	4/23/2023	942027683	33050	O/P	EMR	\$2,018.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	4/23/2023	942027781	33050	O/P	EMR	\$885.00	(\$166.48)	(\$176.48)	(\$176.48)		
FMH	O	4/24/2023	942027943	33050	O/P	EMR	\$3,962.00	(\$570.75)	(\$570.75)	(\$570.75)		
FMH	O	5/4/2023	942028264	33050	O/P	MAM	\$832.00	(\$51.77)	(\$80.55)	(\$80.55)		
FMH	O	4/24/2023	942028663	33050	O/P	EMR	\$2,297.00	(\$128.22)	(\$630.32)	(\$630.32)		
FMH	O	4/24/2023	942029149	33050	O/P	EMR	\$870.00	(\$160.84)	(\$160.84)	(\$160.84)		
FMH	O	4/24/2023	942029273	33050	O/P	EMR	\$870.00	(\$323.60)	(\$323.60)	(\$323.60)		
FMH	O	4/24/2023	942029778	33050	O/P	EMR	\$1,804.00	(\$111.51)	(\$111.51)	(\$111.51)		
FMH	O	4/24/2023	942030650	32112	O/P	EMR	\$873.00	(\$44.18)	(\$105.20)	(\$105.20)		
FMH	O	4/24/2023	942030682	32112	O/P	EMR	\$870.00	(\$63.73)	(\$151.74)	(\$151.74)		
FMH	O	4/24/2023	942031582	33042	O/P	EMR	\$2,013.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	4/24/2023	942031986	33050	O/P	EMR	\$2,303.00	(\$668.14)	(\$668.14)	(\$668.14)		
FMH	O	4/25/2023	942032433	33050	O/P	EMR	\$1,976.00	(\$226.21)	(\$226.21)	(\$226.21)		
FMH	O	4/25/2023	942034482	33043	O/P	EMR	\$2,357.00	(\$531.61)	(\$531.61)	(\$531.61)		
FMH	O	4/26/2023	942035509	33050	O/P	LAB	\$1,270.00	(\$19.96)	(\$31.04)	(\$31.04)		
FMH	O	4/25/2023	942036157	33030	O/P	EMR	\$6,448.00	(\$299.98)	(\$299.98)	(\$299.98)		
FMH	7	4/25/2023	942036495	33050	O/P	EMR	\$4,171.00	(\$199.18)	(\$199.18)	(\$199.18)		
FMH	O	4/25/2023	942036530	33050	O/P	EMR	\$923.00	\$0.00	(\$166.73)	(\$166.73)		
FMH	7	4/25/2023	942036547	33050	O/P	EMR	\$11,905.00	(\$561.68)	(\$561.68)	(\$561.68)		
FMH	O	4/26/2023	942036790	33037	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	4/26/2023	942037125	98074	O/P	EMR	\$636.00	(\$83.85)	(\$138.95)	(\$138.95)		
FMH	O	4/28/2023	942037821	33050	O/P	LAB	\$2,249.84	(\$27.61)	(\$26.30)	(\$27.61)		
FMH	O	4/26/2023	942038671	33050	O/P	EMR	\$2,297.00	(\$335.85)	(\$660.89)	(\$660.89)		
FMH	O	4/26/2023	942040589	33050	O/P	EMR	\$891.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	4/27/2023	942040896	33050	O/P	EMR	\$1,778.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	4/27/2023	942041028	33050	O/P	EMR	\$2,348.00	(\$668.14)	(\$668.14)	(\$668.14)		
FMH	O	4/27/2023	942043053	33050	O/P	EMR	\$1,973.00	(\$331.75)	(\$331.75)	(\$331.75)		

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg	# of Days
FMH	O	4/27/2023	942043824	33050	O/P	EMR	\$6,246.00	(\$509.45)	(\$792.69)	(\$792.69)			
FMH	O	4/27/2023	942044497	33050	O/P	EMR	\$1,467.00	(\$106.30)	(\$106.30)	(\$106.30)			
FMH	O	4/27/2023	942044637	33050	O/P	EMR	\$4,599.00	(\$223.73)	(\$223.73)	(\$223.73)			
FMH	O	4/28/2023	942045161	33050	O/P	EMR	\$3,004.00	(\$289.68)	(\$289.68)	(\$289.68)			
FMH	O	5/4/2023	942045367	33050	O/P	LAB	\$1,549.00	(\$19.60)	(\$19.60)	(\$19.60)			
FMH	O	5/4/2023	942045444	33050	O/P	LAB	\$757.00	(\$12.40)	(\$19.29)	(\$19.29)			
FMH	O	4/28/2023	942045463	33050	O/P	EMR	\$1,903.00	(\$248.31)	(\$248.31)	(\$248.31)			
FMH	O	4/28/2023	942045595	33050	O/P	EMR	\$2,846.00	(\$531.61)	(\$531.61)	(\$531.61)			
FMH	O	4/28/2023	942046764	33050	O/P	EMR	\$2,858.00	(\$668.14)	(\$668.14)	(\$668.14)			
FMH	7	4/28/2023	942048482	33050	O/P	EMR	\$12,544.00	(\$562.82)	(\$562.82)	(\$562.82)			
FMH	O	4/28/2023	942048531	33050	O/P	EMR	\$870.00	(\$219.91)	(\$219.91)	(\$219.91)			
FMH	O	4/28/2023	942048686	33050	O/P	EMR	\$2,120.00	(\$305.28)	(\$305.28)	(\$305.28)			
FMH	O	4/28/2023	942048734	33050	O/P	EMR	\$2,053.00	(\$107.27)	(\$166.91)	(\$166.91)			
FMH	O	4/28/2023	942048767	33177	O/P	EMR	\$2,106.00	(\$223.45)	(\$212.81)	(\$223.45)			
FMH	O	4/29/2023	942049080	33050	O/P	EMR	\$1,826.00	(\$513.86)	(\$513.86)	(\$513.86)			
FMH	O	4/29/2023	942049719	33050	O/P	EMR	\$4,960.00	(\$526.59)	(\$501.52)	(\$526.59)			
FMH	O	4/29/2023	942049871	33050	O/P	EMR	\$8,795.00	(\$1,121.46)	(\$1,121.46)	(\$1,121.46)			
FMH	O	4/29/2023	942049997	33040	O/P	EMR	\$1,977.00	(\$148.32)	(\$148.32)	(\$148.32)			
FMH	O	4/29/2023	942050025	33050	O/P	EMR	\$2,110.00	(\$323.60)	(\$323.60)	(\$323.60)			
FMH	O	4/29/2023	942050278	33033	O/P	EMR	\$4,098.00	(\$223.93)	(\$223.93)	(\$223.93)			
FMH	O	4/29/2023	942050295	33050	O/P	EMR	\$5,165.00	(\$437.15)	(\$437.15)	(\$437.15)			
FMH	O	4/30/2023	942050429	33050	O/P	EMR	\$3,598.00	(\$194.65)	(\$194.65)	(\$194.65)			
FMH	O	4/30/2023	942051117	33050	O/P	EMR	\$1,903.00	(\$248.31)	(\$248.31)	(\$248.31)			
FMH	O	4/30/2023	942051516	33050	O/P	EMR	\$2,303.00	\$0.00	(\$674.44)	(\$674.44)			
FMH	7	4/30/2023	942051587	33050	O/P	EMR	\$6,689.00	(\$412.41)	(\$412.41)	(\$412.41)			
FMH	O	4/30/2023	942051681	33050	O/P	EMR	\$2,844.00	(\$261.23)	(\$261.23)	(\$261.23)			
FMH	O	5/1/2023	942052224	33050	O/P	EMR	\$3,343.00	(\$370.99)	(\$353.32)	(\$370.99)			
FMH	O	5/1/2023	942052244	33050	O/P	EMR	\$3,788.00	\$0.00	(\$438.90)	(\$438.90)			



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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg	# of Days
FMH	O	5/1/2023	942054108	33035	O/P	EMR	\$1,467.00	(\$320.54)	(\$305.28)	(\$320.54)			
FMH	O	5/1/2023	942054341	29150	O/P	EMR	\$3,450.00	(\$117.98)	(\$268.95)	(\$268.95)			
FMH	O	5/1/2023	942055435	33050	O/P	EMR	\$5,107.00	(\$251.06)	(\$251.06)	(\$251.06)			
FMH	O	5/1/2023	942056422	33043	O/P	EMR	\$873.00	(\$196.49)	(\$196.49)	(\$196.49)			
FMH	7	5/2/2023	942056523	33050	O/P	EMR	\$1,472.00	(\$207.88)	(\$207.88)	(\$207.88)			
FMH	O	5/2/2023	942056917	33050	O/P	EMR	\$3,165.00	(\$312.97)	(\$638.01)	(\$638.01)			
FMH	O	5/4/2023	942056945	33050	O/P	MDX	\$1,699.00	(\$117.71)	(\$183.16)	(\$183.16)			
FMH	O	5/2/2023	942057692	33050	O/P	EMR	\$2,334.00	(\$193.24)	(\$193.24)	(\$193.24)			
FMH	O	5/2/2023	942057735	33050	O/P	EMR	\$1,838.00	(\$242.35)	(\$377.09)	(\$377.09)			
FMH	O	5/5/2023	942057788	33050	O/P	CAT	\$5,418.00	(\$343.45)	(\$343.45)	(\$343.45)			
FMH	O	5/2/2023	942058404	33050	O/P	EMR	\$2,843.00	\$0.00	(\$751.03)	(\$751.03)			
FMH	O	5/2/2023	942059470	33050	O/P	EMR	\$5,089.00	(\$289.68)	(\$289.68)	(\$289.68)			
FMH	O	5/2/2023	942059569	33050	O/P	EMR	\$1,670.00	\$0.00	(\$179.26)	(\$179.26)			
FMH	O	5/2/2023	942060273	33032	O/P	EMR	\$2,297.00	(\$661.83)	(\$630.32)	(\$661.83)			
FMH	O	5/2/2023	942060365	33050	O/P	EMR	\$12,319.00	(\$595.38)	(\$595.38)	(\$595.38)			
FMH	O	5/2/2023	942060649	33042	O/P	EMR	\$1,838.00	(\$342.81)	(\$342.81)	(\$342.81)			
FMH	O	5/3/2023	942060967	33050	O/P	EMR	\$5,803.00	(\$813.10)	(\$813.10)	(\$813.10)			
FMH	O	5/3/2023	942061051	33050	O/P	EMR	\$10,198.00	(\$650.61)	(\$619.63)	(\$650.61)			
FMH	O	5/16/2023	942061081	33050	O/P	OPS	\$11,519.00	(\$1,050.06)	(\$1,050.06)	(\$1,050.06)			
FMH	O	5/3/2023	942061498	33050	O/P	EMR	\$2,218.00	(\$85.52)	(\$203.62)	(\$203.62)			
FMH	O	5/10/2023	942062686	33050	O/P	MDX	\$6,246.00	(\$517.03)	(\$517.03)	(\$517.03)			
FMH	O	5/3/2023	942063597	33050	O/P	EMR	\$3,233.00	(\$526.59)	(\$501.52)	(\$526.59)			
FMH	O	5/3/2023	942064738	33406	O/P	EMR	\$2,414.00	(\$190.14)	(\$295.85)	(\$295.85)			
FMH	O	5/3/2023	942064907	33050	O/P	EMR	\$15,762.00	(\$642.80)	(\$642.80)	(\$642.80)			
FMH	O	5/4/2023	942065425	32119	O/P	EMR	\$870.00	(\$74.12)	(\$176.48)	(\$176.48)			
FMH	O	5/4/2023	942065597	33050	O/P	EMR	\$1,467.00	(\$82.02)	(\$127.61)	(\$127.61)			
FMH	7	6/1/2023	942068623	33042	O/P	MDX	\$16,006.00	(\$392.69)	(\$427.57)	(\$427.57)			
FMH	O	5/4/2023	942069398	33050	O/P	EMR	\$903.00	(\$190.60)	(\$190.60)	(\$190.60)			

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	5/5/2023	942072089	33050	O/P	EMR	\$870.00	(\$124.76)	(\$194.13)	(\$194.13)		
FMH	O	5/6/2023	942073336	33050	O/P	EMR	\$870.00	\$0.00	(\$179.26)	(\$179.26)		
FMH	O	5/6/2023	942073483	33050	O/P	EMR	\$2,325.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	5/6/2023	942074262	33042	O/P	EMR	\$2,016.00	(\$226.21)	(\$226.21)	(\$226.21)		
FMH	O	5/6/2023	942074265	33042	O/P	EMR	\$2,022.00	(\$356.00)	(\$356.00)	(\$356.00)		
FMH	O	5/6/2023	942074602	33050	O/P	EMR	\$5,329.00	(\$699.14)	(\$699.14)	(\$699.14)		
FMH	O	5/6/2023	942074656	33030	O/P	EMR	\$2,253.00	(\$273.28)	(\$273.28)	(\$273.28)		
FMH	O	5/6/2023	942074705	33050	O/P	EMR	\$870.00	(\$51.98)	(\$123.76)	(\$123.76)		
FMH	O	5/7/2023	942074833	19518	O/P	EMR	\$3,083.00	(\$76.27)	(\$203.62)	(\$203.62)		
FMH	7	5/7/2023	942074907	33050	O/P	EMR	\$12,291.00	(\$561.68)	(\$561.68)	(\$561.68)		
FMH	7	5/7/2023	942075341	33050	O/P	EMR	\$16,966.00	(\$277.42)	(\$277.42)	(\$277.42)		
FMH	O	5/7/2023	942075777	33050	O/P	EMR	\$1,773.00	(\$319.72)	(\$319.72)	(\$319.72)		
FMH	O	5/7/2023	942076072	33050	O/P	EMR	\$1,243.00	(\$245.35)	(\$245.35)	(\$245.35)		
FMH	O	5/7/2023	942076141	33050	O/P	EMR	\$894.00	(\$165.31)	(\$157.44)	(\$165.31)		
FMH	O	5/7/2023	942076238	33050	O/P	EMR	\$873.00	(\$169.73)	(\$161.65)	(\$169.73)		
FMH	O	5/8/2023	942076403	33050	O/P	EMR	\$16,945.00	(\$821.67)	(\$782.54)	(\$821.67)		
FMH	O	5/8/2023	942076439	33043	O/P	EMR	\$3,725.00	(\$171.02)	(\$171.02)	(\$171.02)		
FMH	O	5/8/2023	942076732	33050	O/P	EMR	\$3,612.00	(\$254.60)	(\$254.60)	(\$254.60)		
FMH	O	5/8/2023	942077394	33050	O/P	EMR	\$6,569.00	(\$819.59)	(\$819.59)	(\$819.59)		
FMH	O	5/11/2023	942078050	33050	O/P	ULS	\$1,147.00	(\$113.75)	(\$113.75)	(\$113.75)		
FMH	O	5/8/2023	942078458	33050	O/P	EMR	\$2,053.00	(\$225.12)	(\$225.12)	(\$225.12)		
FMH	O	5/8/2023	942078670	33050	O/P	EMR	\$2,335.00	\$0.00	(\$292.41)	(\$292.41)		
FMH	O	5/8/2023	942078962	33037	O/P	EMR	\$1,822.00	(\$260.07)	(\$260.07)	(\$260.07)		
FMH	O	5/22/2023	942079032	33050	O/P	LAB	\$9,598.02	(\$206.69)	(\$206.89)	(\$206.89)		
FMH	O	5/8/2023	942080654	33050	O/P	EMR	\$6,046.00	(\$437.15)	(\$437.15)	(\$437.15)		
FMH	O	5/9/2023	942082116	33050	O/P	EMR	\$9,435.00	(\$552.93)	(\$552.93)	(\$552.93)		
FMH	O	5/16/2023	942083278	33037	O/P	MDX	\$1,709.00	(\$169.01)	(\$160.97)	(\$169.01)		
FMH	O	5/9/2023	942083495	33050	O/P	EMR	\$870.00	(\$226.21)	(\$226.21)	(\$226.21)		

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	5/18/2023	942084665	33037	O/P	MDX	\$1,876.00	(\$165.55)	(\$257.62)	(\$257.62)		
FMH	O	5/9/2023	942084799	33032	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	5/9/2023	942084923	33050	O/P	EMR	\$872.00	\$0.00	(\$117.99)	(\$117.99)		
FMH	O	5/9/2023	942084933	33050	O/P	EMR	\$870.00	(\$89.63)	(\$213.41)	(\$213.41)		
FMH	O	5/9/2023	942085229	33050	O/P	EMR	\$2,013.00	(\$226.21)	(\$226.21)	(\$226.21)		
FMH	O	5/9/2023	942085311	33043	O/P	EMR	\$15,772.00	(\$1,188.41)	(\$1,188.41)	(\$1,188.41)		
FMH	O	5/10/2023	942085348	12827	O/P	EMR	\$3,011.00	(\$161.56)	(\$244.81)	(\$244.81)		
FMH	7	5/10/2023	942085596	33050	O/P	LAB	\$2,423.00	(\$39.20)	(\$39.21)	(\$39.21)		
FMH	O	5/15/2023	942086305	33050	O/P	LAB	\$2,641.00	(\$58.30)	(\$58.30)	(\$58.30)		
FMH	O	5/10/2023	942087014	33040	O/P	EMR	\$6,324.00	(\$365.35)	(\$365.35)	(\$365.35)		
FMH	O	5/10/2023	942087480	33050	O/P	EMR	\$1,703.00	(\$531.61)	(\$531.61)	(\$531.61)		
FMH	O	5/10/2023	942089200	33050	O/P	EMR	\$2,297.00	\$0.00	(\$576.14)	(\$576.14)		
FMH	O	5/10/2023	942089205	33050	O/P	EMR	\$2,053.00	(\$213.41)	(\$213.41)	(\$213.41)		
FMH	O	5/10/2023	942089498	33050	O/P	EMR	\$5,628.00	(\$374.52)	(\$374.52)	(\$374.52)		
FMH	O	5/11/2023	942089627	33050	O/P	EMR	\$3,373.00	(\$190.60)	(\$190.60)	(\$190.60)		
FMH	O	5/11/2023	942089746	33050	O/P	EMR	\$11,848.00	(\$656.81)	(\$656.81)	(\$656.81)		
FMH	O	5/11/2023	942091227	33043	O/P	EOM	\$20,307.00	(\$562.67)	(\$562.67)	(\$562.67)		
FMH	O	5/11/2023	942093134	33050	O/P	EMR	\$2,355.00	\$0.00	(\$217.87)	(\$217.87)		
FMH	O	5/11/2023	942093184	33043	O/P	EMR	\$15,310.00	(\$693.09)	(\$693.09)	(\$693.09)		
FMH	O	5/11/2023	942093226	33050	O/P	EMR	\$2,098.00	(\$188.12)	(\$171.02)	(\$188.12)		
FMH	O	5/11/2023	942093575	33043	O/P	EMR	\$1,524.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	5/12/2023	942093905	33030	O/P	EMR	\$3,529.00	(\$259.50)	(\$259.50)	(\$259.50)		
FMH	O	5/12/2023	942094148	33050	O/P	EMR	\$2,959.00	(\$285.09)	(\$285.09)	(\$285.09)		
FMH	O	5/12/2023	942094332	33050	O/P	EMR	\$11,668.00	(\$537.93)	(\$489.03)	(\$537.93)		
FMH	O	5/22/2023	942094361	33050	O/P	MDX	\$1,876.00	(\$165.55)	(\$257.62)	(\$257.62)		
FMH	O	5/26/2023	942095226	33050	O/P	ULS	\$2,796.00	(\$193.57)	(\$301.20)	(\$301.20)		
FMH	O	5/12/2023	942095520	33050	O/P	EMR	\$2,071.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	5/12/2023	942096601	33050	O/P	EMR	\$2,348.00	(\$570.75)	(\$570.75)	(\$570.75)		

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	5/12/2023	942097067	33050	O/P	EMR	\$2,264.00	(\$289.68)	(\$289.68)	(\$289.68)	
FMH	O	5/12/2023	942097165	33050	O/P	EMR	\$2,204.00	(\$273.28)	(\$273.28)	(\$273.28)	
FMH	O	5/13/2023	942097509	33050	O/P	EMR	\$2,297.00	(\$531.61)	(\$531.61)	(\$531.61)	
FMH	O	5/13/2023	942097743	33012	O/P	EMR	\$2,715.00	(\$464.66)	(\$464.66)	(\$464.66)	
FMH	O	5/13/2023	942097869	33013	O/P	EMR	\$3,408.00	(\$541.64)	(\$541.64)	(\$541.64)	
FMH	O	5/13/2023	942098647	33050	O/P	EMR	\$876.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	5/13/2023	942098691	33050	O/P	EMR	\$3,305.00	(\$190.60)	(\$190.60)	(\$190.60)	
FMH	O	5/13/2023	942098750	33050	O/P	EMR	\$4,735.00	(\$202.92)	(\$202.92)	(\$202.92)	
FMH	O	5/13/2023	942098827	33016	O/P	EMR	\$6,247.00	(\$283.56)	(\$283.56)	(\$283.56)	
FMH	O	5/14/2023	942099177	33042	O/P	EMR	\$921.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	5/14/2023	942099236	33050	O/P	EMR	\$15,731.00	(\$1,097.72)	(\$1,097.72)	(\$1,097.72)	
FMH	O	5/14/2023	942099268	33050	O/P	EMR	\$2,350.00	(\$668.14)	(\$668.14)	(\$668.14)	
FMH	O	5/14/2023	942100000	33001	O/P	EMR	\$2,107.00	(\$188.83)	(\$188.83)	(\$188.83)	
FMH	O	5/15/2023	942100314	33050	O/P	EMR	\$2,252.00	(\$289.68)	(\$289.68)	(\$289.68)	
FMH	O	5/15/2023	942102017	33030	O/P	EMR	\$11,319.00	(\$843.72)	(\$843.72)	(\$843.72)	
FMH	O	5/17/2023	942102883	33043	O/P	ONC	\$25,387.00	\$0.00	(\$3,624.73)	(\$3,624.73)	
FMH	O	5/15/2023	942102912	33050	O/P	EMR	\$10,435.00	(\$559.43)	(\$559.43)	(\$559.43)	
FMH	O	5/15/2023	942103867	33050	O/P	EMR	\$12,657.00	(\$820.28)	(\$781.22)	(\$820.28)	
FMH	7	5/15/2023	942103875	33050	O/P	EMR	\$3,684.00	(\$238.51)	(\$238.51)	(\$238.51)	
FMH	O	5/15/2023	942104190	33470	O/P	EMR	\$1,967.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	5/15/2023	942104197	33470	O/P	EMR	\$1,970.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	5/15/2023	942104751	33050	O/P	EMR	\$1,470.00	(\$194.64)	(\$185.37)	(\$194.64)	
FMH	O	5/16/2023	942104981	33050	O/P	EMR	\$872.00	(\$269.43)	(\$269.43)	(\$269.43)	
FMH	O	6/6/2023	942105186	33043	O/P	ONC	\$25,387.00	\$0.00	(\$3,624.73)	(\$3,624.73)	
FMH	7	5/19/2023	942105214	33050	O/P	ULS	\$2,796.00	(\$273.82)	(\$273.82)	(\$273.82)	
FMH	O	5/16/2023	942105890	33050	O/P	EMR	\$3,953.00	(\$614.42)	(\$614.42)	(\$614.42)	
FMH	O	5/16/2023	942105949	33050	O/P	EMR	\$9,770.00	(\$550.55)	(\$524.33)	(\$550.55)	
FMH	O	5/16/2023	942106563	33050	O/P	EMR	\$2,894.00	(\$668.14)	(\$668.14)	(\$668.14)	

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	5/22/2023	942106761	33050	O/P	ULS	\$1,522.00	(\$113.75)	(\$113.75)	(\$113.75)	
FMH	O	5/16/2023	942108526	33050	O/P	EMR	\$13,401.00	(\$614.62)	(\$614.62)	(\$614.62)	
FMH	O	5/16/2023	942108779	33050	O/P	EMR	\$2,059.00	(\$177.26)	(\$177.26)	(\$177.26)	
FMH	O	5/16/2023	942108888	33050	O/P	EMR	\$873.00	(\$194.64)	(\$185.37)	(\$194.64)	
FMH	7	5/16/2023	942108947	33050	O/P	EMR	\$1,964.00	(\$211.07)	(\$211.07)	(\$211.07)	
FMH	O	5/17/2023	942111961	33050	O/P	EMR	\$3,784.00	(\$202.92)	(\$202.92)	(\$202.92)	
FMH	O	5/17/2023	942112602	33042	O/P	EMR	\$2,262.00	(\$185.30)	(\$176.48)	(\$185.30)	
FMH	O	5/18/2023	942113758	33042	O/P	EMR	\$6,013.00	(\$559.43)	(\$559.43)	(\$559.43)	
FMH	O	5/18/2023	942113781	33050	O/P	EMR	\$870.00	(\$111.51)	(\$111.51)	(\$111.51)	
FMH	O	5/18/2023	942113871	33050	O/P	EMR	\$12,313.00	(\$819.88)	(\$819.88)	(\$819.88)	
FMH	O	5/18/2023	942114738	33050	O/P	EMR	\$2,377.00	(\$181.28)	(\$181.28)	(\$181.28)	
FMH	O	5/23/2023	942115449	33040	O/P	ULS	\$936.00	(\$113.75)	(\$113.75)	(\$113.75)	
FMH	O	5/18/2023	942117010	33030	O/P	EMR	\$3,099.00	(\$750.69)	(\$750.69)	(\$750.69)	
FMH	O	5/18/2023	942117307	33050	O/P	EMR	\$9,016.00	(\$816.34)	(\$816.34)	(\$816.34)	
FMH	O	5/18/2023	942117614	33050	O/P	EMR	\$2,563.00	(\$225.58)	(\$225.58)	(\$225.58)	
FMH	O	5/18/2023	942117630	33050	O/P	EMR	\$2,616.00	(\$225.58)	(\$225.58)	(\$225.58)	
FMH	O	5/18/2023	942117810	33050	O/P	EMR	\$2,142.00	(\$185.30)	(\$176.48)	(\$185.30)	
FMH	O	5/19/2023	942118560	34997	O/P	EMR	\$1,467.00	(\$148.28)	(\$230.73)	(\$230.73)	
FMH	O	5/22/2023	942118914	33050	O/P	RAD	\$902.00	(\$59.13)	(\$59.13)	(\$59.13)	
FMH	O	5/19/2023	942120394	33043	O/P	EMR	\$2,774.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	7	5/24/2023	942120559	33043	O/P	ULS	\$955.00	(\$100.64)	(\$100.64)	(\$100.64)	
FMH	O	5/19/2023	942121081	60074	O/P	EMR	\$1,918.00	\$0.00	(\$325.39)	(\$325.39)	
FMH	O	5/19/2023	942121556	33050	O/P	EMR	\$2,938.00	(\$531.61)	(\$531.61)	(\$531.61)	
FMH	O	5/19/2023	942121794	33050	O/P	EMR	\$2,297.00	(\$668.14)	(\$668.14)	(\$668.14)	
FMH	7	5/20/2023	942122114	33147	O/P	EMR	\$3,860.00	(\$501.52)	(\$501.52)	(\$501.52)	
FMH	O	5/20/2023	942122612	33050	O/P	EMR	\$870.00	(\$190.60)	(\$190.60)	(\$190.60)	
FMH	O	5/20/2023	942122646	33001	O/P	EMR	\$4,284.00	(\$223.45)	(\$212.81)	(\$223.45)	
FMH	O	5/20/2023	942122826	33050	O/P	EMR	\$6,117.00	(\$798.36)	(\$798.36)	(\$798.36)	

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	5/20/2023	942123138	33050	O/P	EMR	\$1,838.00	(\$363.38)	(\$363.38)	(\$363.38)		
FMH	O	5/20/2023	942123245	33050	O/P	EMR	\$6,402.00	(\$745.03)	(\$745.03)	(\$745.03)		
FMH	O	5/20/2023	942123390	33050	O/P	EMR	\$7,350.00	(\$494.95)	(\$494.95)	(\$494.95)		
FMH	O	5/20/2023	942123525	33042	O/P	EMR	\$876.00	(\$74.12)	(\$176.48)	(\$176.48)		
FMH	O	5/21/2023	942123569	33055	O/P	EMR	\$3,941.00	(\$526.59)	(\$501.52)	(\$526.59)		
FMH	O	5/21/2023	942123802	33050	O/P	EMR	\$1,524.00	(\$185.30)	(\$176.48)	(\$185.30)		
FMH	O	5/21/2023	942124100	33050	O/P	EMR	\$1,947.00	(\$185.30)	(\$176.48)	(\$185.30)		
FMH	O	5/21/2023	942124670	33043	O/P	EMR	\$1,545.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	5/21/2023	942124811	33050	O/P	EMR	\$876.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	5/21/2023	942124890	33050	O/P	EMR	\$2,107.00	(\$323.60)	(\$323.60)	(\$323.60)		
FMH	O	5/21/2023	942124953	33051	O/P	EMR	\$22,404.00	(\$1,188.41)	(\$1,188.41)	(\$1,188.41)		
FMH	O	5/22/2023	942126738	33042	O/P	EMR	\$870.00	(\$105.20)	(\$105.20)	(\$105.20)		
FMH	O	5/22/2023	942127716	33043	O/P	EMR	\$17,657.00	(\$574.45)	(\$574.45)	(\$574.45)		
FMH	O	5/22/2023	942129397	33050	O/P	EMR	\$7,299.00	(\$331.75)	(\$331.75)	(\$331.75)		
FMH	O	5/23/2023	942130931	33030	O/P	EMR	\$8,555.00	(\$735.03)	(\$735.03)	(\$735.03)		
FMH	O	5/23/2023	942131152	33050	O/P	EMR	\$8,977.00	(\$1,029.22)	(\$980.21)	(\$1,029.22)		
FMH	O	5/23/2023	942131289	33050	O/P	EMR	\$2,894.00	(\$305.28)	(\$630.32)	(\$630.32)		
FMH	O	5/23/2023	942133058	33050	O/P	EMR	\$2,861.00	(\$219.91)	(\$219.91)	(\$219.91)		
FMH	O	5/23/2023	942134086	33050	O/P	EMR	\$2,371.00	(\$289.68)	(\$289.68)	(\$289.68)		
FMH	O	5/23/2023	942134160	33050	O/P	EMR	\$1,058.00	(\$107.27)	(\$166.91)	(\$166.91)		
FMH	O	5/23/2023	942134221	33050	O/P	EMR	\$12,374.00	(\$734.27)	(\$1,142.50)	(\$1,142.50)		
FMH	7	5/24/2023	942136114	33050	O/P	EMR	\$2,002.00	(\$298.80)	(\$298.80)	(\$298.80)		
FMH	O	5/24/2023	942136670	33050	O/P	EMR	\$10,198.00	(\$745.03)	(\$745.03)	(\$745.03)		
FMH	O	5/24/2023	942137466	33050	O/P	EMR	\$5,826.00	(\$433.03)	(\$412.41)	(\$433.03)		
FMH	7	5/24/2023	942138243	33050	O/P	EMR	\$3,322.00	(\$268.95)	(\$268.95)	(\$268.95)		
FMH	O	5/25/2023	942138519	33050	O/P	EMR	\$873.00	(\$107.27)	(\$166.91)	(\$166.91)		
FMH	O	5/25/2023	942139612	33040	O/P	SLP	\$820.00	\$0.00	(\$144.65)	(\$144.65)		
FMH	7	5/31/2023	942139959	33050	O/P	LAB	\$2,460.00	(\$82.20)	(\$82.27)	(\$82.27)		

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FMH	O	5/26/2023	942140303	33050	O/P	ULS	\$1,147.00	(\$112.68)	(\$107.31)	(\$112.68)	
FMH	O	5/25/2023	942141037	33050	O/P	EMR	\$870.00	(\$160.84)	(\$160.84)	(\$160.84)	
FMH	O	5/25/2023	942141703	33050	O/P	EMR	\$915.00	(\$188.83)	(\$188.83)	(\$188.83)	
FMH	O	5/25/2023	942141857	33050	O/P	EMR	\$5,328.00	(\$437.15)	(\$437.15)	(\$437.15)	
FMH	O	5/25/2023	942142254	33050	O/P	EMR	\$2,957.00	(\$285.85)	(\$268.95)	(\$285.85)	
FMH	7	5/25/2023	942142267	33050	O/P	EMR	\$3,083.00	(\$144.47)	(\$144.47)	(\$144.47)	
FMH	O	5/26/2023	942142598	33040	O/P	EMR	\$4,854.00	(\$668.14)	(\$668.14)	(\$668.14)	
FMH	O	5/26/2023	942144405	33050	O/P	EMR	\$2,900.00	(\$668.14)	(\$668.14)	(\$668.14)	
FMH	O	5/26/2023	942145816	33051	O/P	EMR	\$2,809.00	(\$248.31)	(\$248.31)	(\$248.31)	
FMH	O	5/26/2023	942146239	33042	O/P	EMR	\$2,014.00	(\$363.38)	(\$363.38)	(\$363.38)	
FMH	O	5/27/2023	942146653	33033	O/P	EMR	\$4,580.00	(\$754.26)	(\$754.26)	(\$754.26)	
FMH	O	5/27/2023	942146816	33050	O/P	EMR	\$2,985.00	(\$257.05)	(\$244.81)	(\$257.05)	
FMH	O	5/27/2023	942147099	33050	O/P	EMR	\$2,062.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	5/27/2023	942147443	33012	O/P	EMR	\$12,021.00	(\$894.73)	(\$852.13)	(\$894.73)	
FMH	O	5/27/2023	942147454	33018	O/P	EMR	\$2,120.00	(\$359.95)	(\$342.81)	(\$359.95)	
FMH	O	5/27/2023	942147703	33050	O/P	EMR	\$875.00	(\$185.37)	(\$185.37)	(\$185.37)	
FMH	O	5/28/2023	942147800	33147	O/P	EMR	\$2,094.00	(\$238.63)	(\$238.63)	(\$238.63)	
FMH	O	5/28/2023	942148023	33050	O/P	EMR	\$4,418.00	(\$614.42)	(\$614.42)	(\$614.42)	
FMH	O	5/28/2023	942148212	33470	O/P	EMR	\$1,478.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	5/28/2023	942148326	33134	O/P	EMR	\$870.00	(\$165.31)	(\$157.44)	(\$165.31)	
FMH	O	5/28/2023	942148554	33055	O/P	EMR	\$2,061.00	(\$359.95)	(\$342.81)	(\$359.95)	
FMH	O	5/29/2023	942149345	33013	O/P	EMR	\$3,968.00	(\$536.62)	(\$536.62)	(\$536.62)	
FMH	O	5/29/2023	942149346	33050	O/P	EMR	\$3,521.00	(\$289.68)	(\$289.68)	(\$289.68)	
FMH	O	5/29/2023	942149512	32927	O/P	EMR	\$2,013.00	(\$183.63)	(\$183.63)	(\$183.63)	
FMH	O	5/29/2023	942149540	33050	O/P	EMR	\$5,000.00	(\$150.78)	(\$150.78)	(\$150.78)	
FMH	O	5/29/2023	942150122	33050	O/P	EMR	\$3,176.00	(\$226.21)	(\$226.21)	(\$226.21)	
FMH	O	5/29/2023	942150180	33033	O/P	EMR	\$18,103.00	(\$693.86)	(\$660.82)	(\$693.86)	
FMH	O	5/29/2023	942150262	33050	O/P	EMR	\$9,230.00	(\$254.67)	(\$254.67)	(\$254.67)	

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Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg	# of Days
FMH	O	5/29/2023	942150603	33032	O/P	EMR	\$12,906.00	(\$462.48)	(\$462.48)	(\$462.48)			
FMH	O	5/29/2023	942150619	33050	O/P	EMR	\$5,116.00	(\$331.75)	(\$331.75)	(\$331.75)			
FMH	O	5/29/2023	942150700	33050	O/P	EMR	\$6,307.00	(\$715.70)	(\$715.70)	(\$715.70)			
FMH	O	5/30/2023	942150985	33050	O/P	EMR	\$10,850.00	(\$530.82)	(\$855.86)	(\$855.86)			
FMH	O	5/30/2023	942151547	33050	O/P	EMR	\$8,361.00	(\$525.89)	(\$525.89)	(\$525.89)			
FMH	O	5/30/2023	942153754	33050	O/P	EMR	\$870.00	(\$169.00)	(\$169.00)	(\$169.00)			
FMH	O	5/30/2023	942154433	33050	O/P	EMR	\$2,881.00	(\$689.05)	(\$689.05)	(\$689.05)			
FMH	O	5/30/2023	942155388	33050	O/P	EMR	\$2,587.00	(\$162.56)	(\$162.56)	(\$162.56)			
FMH	O	5/30/2023	942155719	33050	O/P	EMR	\$3,359.00	(\$661.83)	(\$630.32)	(\$661.83)			
FMH	O	5/30/2023	942155720	33050	O/P	EMR	\$4,257.00	(\$668.14)	(\$668.14)	(\$668.14)			
FMH	O	5/31/2023	942155836	32118	O/P	EMR	\$1,844.00	(\$356.70)	(\$356.70)	(\$356.70)			
FMH	O	5/31/2023	942156497	33043	O/P	EMR	\$2,354.00	(\$531.61)	(\$531.61)	(\$531.61)			
FMH	O	5/31/2023	942156515	33043	O/P	EMR	\$2,357.00	(\$531.61)	(\$531.61)	(\$531.61)			
FMH	O	5/31/2023	942157196	33050	O/P	EMR	\$3,890.00	(\$363.38)	(\$363.38)	(\$363.38)			
FMH	O	5/31/2023	942158541	33050	O/P	EMR	\$5,694.00	(\$510.80)	(\$510.80)	(\$510.80)			
FMH	O	5/31/2023	942159894	33040	O/P	EMR	\$14,141.00	(\$490.23)	(\$490.23)	(\$490.23)			
FMH	O	6/1/2023	942163383	33050	O/P	EMR	\$5,670.00	\$0.00	(\$211.07)	(\$211.07)			
FMH	O	6/1/2023	942163886	32910	O/P	EMR	\$870.00	(\$204.25)	(\$204.25)	(\$204.25)			
FMH	O	6/1/2023	942164262	33050	O/P	EMR	\$1,977.00	(\$206.18)	(\$206.18)	(\$206.18)			
FMH	O	6/2/2023	942165452	33070	O/P	EMR	\$9,683.00	(\$749.42)	(\$749.42)	(\$749.42)			
FMH	O	6/2/2023	942165750	33050	O/P	EMR	\$5,206.00	(\$183.13)	(\$183.13)	(\$183.13)			
FMH	7	6/8/2023	942167982	33050	O/P	ULS	\$1,067.00	(\$100.64)	(\$100.64)	(\$100.64)			
FMH	O	6/2/2023	942168064	33050	O/P	EMR	\$4,956.00	(\$331.75)	(\$331.75)	(\$331.75)			
FMH	O	6/2/2023	942168113	33018	O/P	EMR	\$2,104.00	(\$185.30)	(\$176.48)	(\$185.30)			
FMH	O	6/2/2023	942168237	33050	O/P	EMR	\$3,032.00	(\$289.68)	(\$289.68)	(\$289.68)			
FMH	O	6/2/2023	942168499	33144	O/P	EMR	\$2,668.00	(\$89.38)	(\$537.85)	(\$537.85)			
FMH	O	6/2/2023	942168539	33050	O/P	EMR	\$12,519.00	(\$1,111.35)	(\$1,111.35)	(\$1,111.35)			
FMH	7	6/3/2023	942168708	33050	O/P	EMR	\$2,104.00	(\$305.28)	(\$305.28)	(\$305.28)			



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FMH	O	6/3/2023	942169415	33050	O/P	EMR	\$2,180.00	(\$223.73)	(\$223.73)	(\$223.73)	
FMH	O	6/3/2023	942169893	33043	O/P	EMR	\$1,847.00	\$0.00	(\$363.38)	(\$363.38)	
FMH	O	6/3/2023	942170029	33043	O/P	EMR	\$1,538.00	(\$261.23)	(\$261.23)	(\$261.23)	
FMH	O	6/4/2023	942170059	33187	O/P	EMR	\$870.00	(\$220.24)	(\$209.75)	(\$220.24)	
FMH	7	6/4/2023	942171140	33050	O/P	EMR	\$2,568.00	(\$185.37)	(\$185.37)	(\$185.37)	
FMH	O	6/4/2023	942171198	33050	O/P	EMR	\$5,663.00	\$0.00	(\$344.67)	(\$344.67)	
FMH	O	6/4/2023	942171227	33050	O/P	EMR	\$3,306.00	(\$804.41)	(\$804.41)	(\$804.41)	
FMH	7	6/4/2023	942171461	44221	O/P	EMR	\$2,250.00	\$0.00	(\$192.69)	(\$192.69)	
FMH	7	6/4/2023	942171652	32084	O/P	EMR	\$12,286.00	(\$530.82)	(\$530.82)	(\$530.82)	
FMH	O	6/5/2023	942171764	33050	O/P	EMR	\$13,111.00	(\$662.38)	(\$662.38)	(\$662.38)	
FMH	O	6/5/2023	942171870	33043	O/P	EMR	\$9,077.00	(\$359.00)	(\$918.72)	(\$918.72)	
FMH	O	6/5/2023	942173799	33050	O/P	EMR	\$5,734.00	(\$50.00)	(\$171.02)	(\$171.02)	
FMH	O	6/6/2023	942176501	33050	O/P	EMR	\$2,104.00	(\$74.12)	(\$176.48)	(\$176.48)	
FMH	O	6/6/2023	942177147	33055	O/P	EMR	\$870.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	7	6/6/2023	942178980	33050	O/P	EMR	\$3,109.00	(\$312.97)	(\$312.97)	(\$312.97)	
FMH	O	6/6/2023	942180219	21093	O/P	EMR	\$5,731.00	\$0.00	(\$4,584.80)	(\$4,584.80)	
FMH	O	6/6/2023	942180286	33050	O/P	EMR	\$636.00	(\$194.65)	(\$194.65)	(\$194.65)	
FMH	O	6/6/2023	942180297	33050	O/P	EMR	\$870.00	(\$194.65)	(\$194.65)	(\$194.65)	
FMH	O	6/6/2023	942180326	33050	O/P	EMR	\$2,297.00	(\$305.28)	(\$630.32)	(\$630.32)	
FMH	O	6/6/2023	942180338	33050	O/P	EMR	\$2,297.00	(\$176.48)	(\$501.52)	(\$501.52)	
FMH	O	6/6/2023	942180340	33050	O/P	EMR	\$2,297.00	(\$305.28)	(\$630.32)	(\$630.32)	
FMH	O	6/6/2023	942180563	33050	O/P	EMR	\$894.00	(\$176.48)	(\$176.48)	(\$176.48)	
FMH	O	6/6/2023	942180843	33050	O/P	EMR	\$10,465.00	(\$561.68)	(\$561.68)	(\$561.68)	
FMH	O	6/7/2023	942181098	33050	O/P	LAB	\$1,803.00	\$0.00	(\$15.79)	(\$15.79)	
FMH	O	6/7/2023	942182032	33050	O/P	RAD	\$841.00	(\$59.13)	(\$59.13)	(\$59.13)	
FMH	O	6/7/2023	942183510	33050	O/P	EMR	\$1,467.00	\$0.00	(\$275.63)	(\$275.63)	
FMH	O	6/7/2023	942184399	33325	O/P	EMR	\$870.00	(\$335.85)	(\$335.85)	(\$335.85)	
FMH	O	6/7/2023	942184408	33325	O/P	EMR	\$870.00	(\$151.74)	(\$151.74)	(\$151.74)	

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FMH	O	6/7/2023	942184888	33042	O/P	EMR	\$3,618.00	\$0.00	(\$536.62)	(\$536.62)	
FMH	O	6/7/2023	942184967	33050	O/P	EMR	\$1,467.00	(\$209.75)	(\$209.75)	(\$209.75)	
FMH	O	6/6/2023	942185001	33050	O/P	EMR	\$7,975.00	(\$700.51)	(\$700.51)	(\$700.51)	
FMH	O	6/8/2023	942185182	33050	O/P	EMR	\$870.00	(\$123.57)	(\$192.28)	(\$192.28)	
FMH	O	6/8/2023	942185184	33050	O/P	EMR	\$3,036.00	(\$289.68)	(\$289.68)	(\$289.68)	
FMH	O	6/8/2023	942187621	33967	O/P	EMR	\$3,188.00	(\$273.28)	(\$273.28)	(\$273.28)	
FMH	O	6/8/2023	942188613	49030	O/P	EMR	\$870.00	(\$78.05)	(\$151.74)	(\$151.74)	
FMH	O	6/8/2023	942188649	33043	O/P	EMR	\$3,069.00	(\$205.14)	(\$205.14)	(\$205.14)	
FMH	O	6/8/2023	942188785	33030	O/P	EMR	\$12,162.00	(\$1,102.54)	(\$1,102.54)	(\$1,102.54)	
FMH	O	6/8/2023	942188914	33174	O/P	EMR	\$1,838.00	(\$370.24)	(\$370.24)	(\$370.24)	
FMH	O	6/8/2023	942189007	33050	O/P	EMR	\$5,183.00	(\$259.50)	(\$259.50)	(\$259.50)	
FMH	O	6/8/2023	942189174	33440	O/P	EMR	\$870.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	6/9/2023	942191104	33050	O/P	EMR	\$877.00	(\$169.00)	(\$169.00)	(\$169.00)	
FMH	O	6/9/2023	942191559	33133	O/P	EMR	\$1,838.00	(\$363.38)	(\$363.38)	(\$363.38)	
FMH	O	6/9/2023	942192814	33050	O/P	EMR	\$1,838.00	(\$359.95)	(\$342.81)	(\$359.95)	
FMH	O	6/9/2023	942192990	33050	O/P	EMR	\$639.00	(\$194.64)	(\$185.37)	(\$194.64)	
FMH	O	6/10/2023	942193126	33922	O/P	EMR	\$13,784.00	\$0.00	(\$1,199.62)	(\$1,199.62)	
FMH	O	6/10/2023	942193169	33050	O/P	EMR	\$10,268.00	(\$554.15)	(\$527.76)	(\$554.15)	
FMH	O	6/10/2023	942193175	33050	O/P	EMR	\$2,356.00	(\$272.42)	(\$272.42)	(\$272.42)	
FMH	7	6/10/2023	942193190	33050	O/P	EMR	\$2,013.00	(\$213.41)	(\$213.41)	(\$213.41)	
FMH	O	6/10/2023	942193699	33050	O/P	EMR	\$2,979.00	(\$285.09)	(\$285.09)	(\$285.09)	
FMH	O	6/10/2023	942194186	33050	O/P	EMR	\$2,255.00	(\$157.44)	(\$157.44)	(\$157.44)	
FMH	O	6/10/2023	942194229	33175	O/P	EMR	\$3,030.00	(\$285.09)	(\$285.09)	(\$285.09)	
FMH	O	6/10/2023	942194404	33043	O/P	EMR	\$876.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	6/10/2023	942194448	34609	O/P	EMR	\$2,331.00	(\$187.07)	(\$187.07)	(\$187.07)	
FMH	O	6/10/2023	942194461	33050	O/P	EMR	\$1,527.00	(\$158.70)	(\$151.14)	(\$158.70)	
FMH	O	6/10/2023	942194581	33050	O/P	EMR	\$2,741.00	(\$194.64)	(\$185.37)	(\$194.64)	
FMH	O	6/10/2023	942194601	33050	O/P	EMR	\$4,470.00	(\$531.61)	(\$531.61)	(\$531.61)	

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FMH	O	6/11/2023	942195421	33031	O/P	EMR	\$4,955.00	(\$517.86)	(\$517.86)	(\$517.86)	
FMH	O	6/11/2023	942195949	33406	O/P	EMR	\$11,899.00	(\$1,148.38)	(\$1,148.38)	(\$1,148.38)	
FMH	O	6/11/2023	942196056	33050	O/P	EMR	\$3,914.00	(\$176.48)	(\$501.52)	(\$501.52)	
FMH	O	6/11/2023	942196093	33050	O/P	EMR	\$873.00	(\$74.12)	(\$176.48)	(\$176.48)	
FMH	O	6/12/2023	942196347	33050	O/P	EMR	\$13,304.00	(\$542.23)	(\$542.23)	(\$542.23)	
FMH	O	6/12/2023	942198800	33050	O/P	EMR	\$25,130.00	(\$1,167.85)	(\$1,167.85)	(\$1,167.85)	
FMH	7	6/12/2023	942199025	98115	O/P	EMR	\$3,542.00	\$0.00	(\$125.32)	(\$125.32)	
FMH	O	6/12/2023	942199179	33043	O/P	EMR	\$3.00	\$0.00	\$0.00	\$0.00	
FMH	O	6/13/2023	942201072	33042	O/P	EMR	\$870.00	\$0.00	(\$198.35)	(\$198.35)	
FMH	O	6/13/2023	942201536	33050	O/P	EMR	\$1,473.00	\$0.00	(\$194.13)	(\$194.13)	
FMH	O	6/13/2023	942204868	33043	O/P	EMR	\$9,189.00	(\$840.57)	(\$840.57)	(\$840.57)	
FMH	O	6/13/2023	942205066	33012	O/P	EMR	\$2,360.00	(\$176.48)	(\$501.52)	(\$501.52)	
FMH	O	6/14/2023	942205243	33042	O/P	EMR	\$9,212.00	\$0.00	(\$554.68)	(\$554.68)	
FMH	O	6/14/2023	942205333	33050	O/P	EMR	\$2,613.00	(\$177.26)	(\$177.26)	(\$177.26)	
FMH	7	6/14/2023	942207293	33050	O/P	EMR	\$11,581.00	(\$648.87)	(\$648.87)	(\$648.87)	
FMH	O	6/14/2023	942207662	33050	O/P	EMR	\$3,362.00	(\$177.26)	(\$177.26)	(\$177.26)	
FMH	O	6/14/2023	942208318	33050	O/P	EMR	\$2,807.00	(\$661.83)	(\$630.32)	(\$661.83)	
FMH	O	6/14/2023	942209093	11950	O/P	EMR	\$7,394.00	\$0.00	(\$475.82)	(\$475.82)	
FMH	O	6/14/2023	942209135	33050	O/P	EMR	\$12,956.00	(\$1,100.96)	(\$1,100.96)	(\$1,100.96)	
FMH	O	6/14/2023	942209184	33157	O/P	EMR	\$6,378.00	(\$692.54)	(\$659.56)	(\$692.54)	
FMH	O	6/14/2023	942209197	51510	O/P	EMR	\$13,403.00	(\$8,711.95)	(\$1,038.64)	(\$8,711.95)	
FMH	O	6/14/2023	942209224	33050	O/P	EMR	\$2,713.00	(\$264.39)	(\$264.39)	(\$264.39)	
FMH	O	6/14/2023	942209289	33050	O/P	EMR	\$12,790.00	(\$1,028.52)	(\$1,028.52)	(\$1,028.52)	
FMH	O	6/15/2023	942209505	33043	O/P	EMR	\$12,073.00	(\$1,038.26)	(\$1,038.26)	(\$1,038.26)	
FMH	O	6/15/2023	942209750	33050	O/P	EMR	\$2,856.00	(\$388.71)	(\$388.71)	(\$388.71)	
FMH	O	6/15/2023	942209825	33050	O/P	EMR	\$2,512.00	(\$177.58)	(\$177.58)	(\$177.58)	
FMH	O	6/15/2023	942210627	32223	O/P	EMR	\$870.00	(\$111.51)	(\$111.51)	(\$111.51)	
FMH	O	6/15/2023	942211182	33050	O/P	EMR	\$6,595.00	(\$860.23)	(\$860.23)	(\$860.23)	

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Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg	# of Days
FMH	O	6/27/2023	942212964	33043	O/P	ULS	\$767.00	(\$71.15)	(\$110.70)	(\$110.70)			
FMH	O	6/15/2023	942213050	33050	O/P	EMR	\$2,303.00	(\$531.61)	(\$531.61)	(\$531.61)			
FMH	O	6/15/2023	942213104	33033	O/P	EMR	\$22,375.00	(\$863.00)	(\$863.00)	(\$863.00)			
FMH	O	6/15/2023	942213395	33050	O/P	EMR	\$872.00	(\$202.32)	(\$192.69)	(\$202.32)			
FMH	O	6/15/2023	942213557	33050	O/P	EMR	\$1,469.00	(\$225.58)	(\$225.58)	(\$225.58)			
FMH	O	6/16/2023	942215051	33050	O/P	EMR	\$3,017.00	(\$289.99)	(\$289.99)	(\$289.99)			
FMH	O	6/16/2023	942216194	33050	O/P	EMR	\$2,792.00	(\$289.68)	(\$289.68)	(\$289.68)			
FMH	O	6/16/2023	942216232	34120	O/P	EMR	\$11,137.00	(\$961.70)	(\$961.70)	(\$961.70)			
FMH	O	6/17/2023	942217252	33050	O/P	EMR	\$3,468.00	(\$363.38)	(\$363.38)	(\$363.38)			
FMH	O	6/17/2023	942217329	33050	O/P	EMR	\$1,791.00	(\$177.26)	(\$177.26)	(\$177.26)			
FMH	7	6/17/2023	942217519	30738	O/P	EMR	\$14,258.00	(\$645.39)	(\$645.39)	(\$645.39)			
FMH	O	6/17/2023	942218502	33050	O/P	EMR	\$5,960.00	(\$437.15)	(\$437.15)	(\$437.15)			
FMH	O	6/18/2023	942219557	33050	O/P	EMR	\$2,798.00	(\$181.28)	(\$181.28)	(\$181.28)			
FMH	O	6/19/2023	942220216	33050	O/P	EMR	\$876.00	(\$169.00)	(\$169.00)	(\$169.00)			
FMH	O	6/19/2023	942220269	33024	O/P	EMR	\$7,568.00	(\$513.02)	(\$513.02)	(\$513.02)			
FMH	O	6/19/2023	942220863	34787	O/P	EMR	\$2,177.00	(\$187.07)	(\$187.07)	(\$187.07)			
FMH	O	6/19/2023	942221491	34119	O/P	EMR	\$870.00	(\$190.60)	(\$190.60)	(\$190.60)			
FMH	O	6/19/2023	942222048	33050	O/P	EMR	\$6,636.00	(\$281.98)	(\$281.98)	(\$281.98)			
FMH	O	6/19/2023	942222234	92530	O/P	EMR	\$870.00	\$0.00	(\$105.20)	(\$105.20)			
FMH	O	6/19/2023	942223463	33050	O/P	EMR	\$6,094.00	(\$283.00)	(\$283.00)	(\$283.00)			
FMH	O	6/19/2023	942224280	33043	O/P	EMR	\$2,226.00	(\$257.05)	(\$244.81)	(\$257.05)			
FMH	O	6/19/2023	942224309	33030	O/P	EMR	\$1,472.00	(\$139.33)	(\$139.33)	(\$139.33)			
FMH	O	6/20/2023	942225391	33050	O/P	EMR	\$3,906.00	(\$170.04)	(\$170.04)	(\$170.04)			
FMH	O	6/20/2023	942226031	33050	O/P	EMR	\$872.00	(\$223.73)	(\$223.73)	(\$223.73)			
FMH	O	6/20/2023	942227496	33042	O/P	EMR	\$870.00	(\$151.74)	(\$151.74)	(\$151.74)			
FMH	O	6/20/2023	942227546	33050	O/P	EMR	\$870.00	(\$226.21)	(\$226.21)	(\$226.21)			
FMH	O	6/20/2023	942228518	33991	O/P	EMR	\$1,467.00	(\$194.65)	(\$194.65)	(\$194.65)			
FMH	O	6/20/2023	942228558	33050	O/P	EMR	\$1,073.00	(\$160.84)	(\$160.84)	(\$160.84)			

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	6/20/2023	942228597	33050	O/P	EMR	\$2,348.00	\$0.00	(\$536.62)	(\$536.62)		
FMH	O	6/20/2023	942228660	33043	O/P	EMR	\$13,373.00	(\$1,189.95)	(\$1,189.95)	(\$1,189.95)		
FMH	O	6/21/2023	942228769	33050	O/P	EMR	\$2,824.00	(\$259.50)	(\$259.50)	(\$259.50)		
FMH	O	6/21/2023	942228862	33050	O/P	EMR	\$4,062.00	(\$159.15)	(\$247.63)	(\$247.63)		
FMH	O	6/21/2023	942229571	45067	O/P	EMR	\$2,253.00	\$0.00	(\$273.28)	(\$273.28)		
FMH	O	6/21/2023	942229602	33033	O/P	EMR	\$5,222.00	\$0.00	(\$798.58)	(\$798.58)		
FMH	O	6/21/2023	942229800	33030	O/P	EMR	\$8,186.00	(\$993.85)	(\$993.85)	(\$993.85)		
FMH	O	6/21/2023	942231092	33050	O/P	EMR	\$3,542.00	(\$286.94)	(\$273.28)	(\$286.94)		
FMH	7	6/21/2023	942231302	33050	O/P	EMR	\$14,293.00	(\$621.73)	(\$621.73)	(\$621.73)		
FMH	O	6/21/2023	942232058	33050	O/P	EMR	\$3,036.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	6/21/2023	942232762	33991	O/P	EMR	\$8,987.00	(\$894.03)	(\$894.03)	(\$894.03)		
FMH	O	6/21/2023	942232923	33050	O/P	EMR	\$874.00	(\$147.99)	(\$147.99)	(\$147.99)		
FMH	O	6/21/2023	942233025	33050	O/P	EMR	\$870.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	6/22/2023	942234871	33050	O/P	EMR	\$903.00	(\$74.37)	(\$115.72)	(\$115.72)		
FMH	O	6/22/2023	942236661	33050	O/P	EMR	\$903.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	6/22/2023	942236937	33050	O/P	EMR	\$1,189.00	(\$175.62)	(\$175.62)	(\$175.62)		
FMH	O	6/23/2023	942237382	15801	O/P	EMR	\$5,200.00	(\$178.49)	(\$678.84)	(\$678.84)		
FMH	O	6/23/2023	942238514	33050	O/P	EMR	\$19,415.00	(\$469.93)	(\$469.93)	(\$469.93)		
FMH	7	6/27/2023	942238786	33050	O/P	ULS	\$1,699.00	(\$163.51)	(\$166.51)	(\$166.51)		
FMH	O	6/23/2023	942238935	33050	O/P	EMR	\$2,053.00	(\$323.60)	(\$323.60)	(\$323.60)		
FMH	O	6/23/2023	942239488	33050	O/P	EMR	\$2,104.00	\$0.00	(\$124.13)	(\$124.13)		
FMH	O	6/23/2023	942239738	33050	O/P	EMR	\$18,538.00	(\$716.33)	(\$716.33)	(\$716.33)		
FMH	O	6/23/2023	942239755	33050	O/P	EMR	\$4,737.00	(\$437.15)	(\$437.15)	(\$437.15)		
FMH	O	6/23/2023	942240261	33050	O/P	EMR	\$1,578.00	(\$74.12)	(\$176.48)	(\$176.48)		
FMH	O	6/24/2023	942240765	33050	O/P	EMR	\$2,363.00	(\$531.61)	(\$531.61)	(\$531.61)		
FMH	O	6/24/2023	942240797	33050	O/P	EMR	\$7,521.00	\$0.00	(\$268.95)	(\$268.95)		
FMH	O	6/24/2023	942240822	33050	O/P	EMR	\$1,064.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	6/24/2023	942241314	33050	O/P	EMR	\$5,469.00	(\$559.43)	(\$559.43)	(\$559.43)		

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit	Dischg # of Days
FMH	O	6/24/2023	942241828	33040	O/P	EMR	\$2,624.00	(\$181.28)	(\$181.28)	(\$181.28)		
FMH	O	6/25/2023	942242825	8004	O/P	EMR	\$2,430.00	(\$325.53)	(\$351.58)	(\$351.58)		
FMH	O	6/25/2023	942243387	33013	O/P	EMR	\$2,122.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	6/25/2023	942243556	32259	O/P	EMR	\$1,518.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	6/25/2023	942243596	33040	O/P	EMR	\$2,104.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	6/26/2023	942244762	33050	O/P	EMR	\$2,856.00	(\$143.95)	(\$223.98)	(\$223.98)		
FMH	O	6/27/2023	942246230	33050	O/P	LAB	\$1,903.00	(\$31.50)	(\$49.04)	(\$49.04)		
FMH	O	6/26/2023	942247694	33050	O/P	EMR	\$2,858.00	(\$661.83)	(\$630.32)	(\$661.83)		
FMH	O	6/26/2023	942247748	33050	O/P	EMR	\$930.00	(\$122.97)	(\$122.97)	(\$122.97)		
FMH	O	6/26/2023	942247958	33922	O/P	EMR	\$1,467.00	\$0.00	(\$200.34)	(\$200.34)		
FMH	O	6/26/2023	942248106	33050	O/P	EMR	\$1,521.00	(\$187.07)	(\$187.07)	(\$187.07)		
FMH	O	6/26/2023	942248113	33040	O/P	EMR	\$4,439.00	\$0.00	(\$292.73)	(\$292.73)		
FMH	O	6/27/2023	942250302	33013	O/P	EMR	\$2,028.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	6/27/2023	942250705	33050	O/P	RAD	\$848.00	(\$58.57)	(\$55.78)	(\$58.57)		
FMH	O	6/27/2023	942251170	33043	O/P	EMR	\$879.00	(\$111.51)	(\$111.51)	(\$111.51)		
FMH	O	6/27/2023	942251212	33050	O/P	EMR	\$6,475.00	(\$745.03)	(\$745.03)	(\$745.03)		
FMH	O	6/27/2023	942251483	33614	O/P	EMR	\$5,346.00	(\$204.25)	(\$204.25)	(\$204.25)		
FMH	O	6/27/2023	942251634	33042	O/P	EMR	\$2,348.00	(\$668.14)	(\$668.14)	(\$668.14)		
FMH	O	6/27/2023	942251781	33033	O/P	EMR	\$876.00	\$0.00	(\$112.56)	(\$112.56)		
FMH	O	6/27/2023	942251996	33050	O/P	EMR	\$2,633.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	6/28/2023	942252567	33043	O/P	EMR	\$3,580.00	(\$363.38)	(\$363.38)	(\$363.38)		
FMH	O	6/28/2023	942252574	33042	O/P	EMR	\$13,053.00	(\$511.54)	(\$511.54)	(\$511.54)		
FMH	O	6/28/2023	942253182	33050	O/P	EMR	\$3,131.00	(\$172.62)	(\$172.62)	(\$172.62)		
FMH	O	6/28/2023	942253653	33043	O/P	EMR	\$2,104.00	(\$74.12)	(\$176.48)	(\$176.48)		
FMH	7	6/28/2023	942253929	33043	O/P	EMR	\$1,470.00	(\$303.72)	(\$303.72)	(\$303.72)		
FMH	O	6/28/2023	942255877	33050	O/P	EMR	\$1,838.00	(\$363.38)	(\$363.38)	(\$363.38)		
FMH	O	6/29/2023	942257424	33050	O/P	EMR	\$870.00	(\$176.48)	(\$176.48)	(\$176.48)		
FMH	O	6/29/2023	942259612	33050	O/P	LAB	\$725.00	\$0.00	(\$18.31)	(\$18.31)		

Fishermen's Community Hospital  
Underinsured Patients Third Quarter, Fiscal Year 2023

Entity_Id	Financial Class	Admit_Dt	ECD_Number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Expected Payment	Higher of Payment vs Expected Payment	Admit Dischg # of Days
FMH	O	6/29/2023	942260029	33050	O/P	EMR	\$879.00	(\$107.27)	(\$166.91)	(\$166.91)	
FMH	O	6/30/2023	942260496	33050	O/P	EMR	\$2,224.00	(\$259.50)	(\$259.50)	(\$259.50)	
FMH	O	6/30/2023	942260615	33050	O/P	EMR	\$1,189.00	(\$121.38)	(\$121.38)	(\$121.38)	
FMH	7	6/30/2023	942260947	33050	O/P	EMR	\$1,189.00	(\$123.76)	(\$123.76)	(\$123.76)	
FMH	O	6/30/2023	942261360	33050	O/P	EMR	\$1,467.00	(\$131.19)	(\$131.19)	(\$131.19)	
FMH	7	6/30/2023	942262389	33050	O/P	EMR	\$14,527.00	(\$561.68)	(\$561.68)	(\$561.68)	
FMH	O	6/30/2023	942263203	33043	O/P	EMR	\$870.00	(\$63.73)	(\$151.74)	(\$151.74)	
FMH	7	6/30/2023	942263377	33050	O/P	RAD	\$649.00	(\$52.78)	(\$55.78)	(\$55.78)	
FMH	O	6/30/2023	942263950	33050	O/P	EMR	\$19,476.00	(\$643.99)	(\$613.32)	(\$643.99)	
							\$2,669,620.86	(\$211,822.88)	(\$239,128.41)	(\$251,511.73)	0
					I/P		\$0.00	\$0.00	\$0.00	\$0.00	
					O/P		\$2,669,620.86	(\$211,822.88)	(\$239,128.41)	(\$251,511.73)	
					TOTAL		\$2,669,620.86	(\$211,822.88)	(\$239,128.41)	(\$251,511.73)	

BHMG Physician Practices - Marathon  
 Underinsured Patients Third Quarter, Fiscal Year 2023

BHMG Provider	HithPlanRptGrp	Date of Service	ECD	Patient Zip Code	Service Provided	Charges	Payments	Net
MG Orthopedics MAR	O Medicaid HMO	5/8/2023	994015189	330502756	Postop follow-up visit	\$ 0.01	\$ -	
MG Orthopedics MAR	O Medicaid HMO	4/26/2023	994032740	330502756	Knee arthroscopy/surgery	\$ 2,159.00	\$ -	
MG Prim Care MAR 2	O Medicaid HMO	4/21/2023	994104732	33050	Convfee predef labsv prov prac	\$ 20.00	\$ (20.00)	
MG Prim Care MAR 2	O Medicaid HMO	4/19/2023	994197550	330503915	Office OP visit new 30-44min	\$ 300.00	\$ (81.48)	
MG Prim Care MAR 2	O Medicaid HMO	4/5/2023	994248656	330502824	Convfee predef labsv prov prac	\$ 20.00	\$ (20.00)	
MG Prim Care MAR 2	O Medicaid HMO	4/5/2023	994248656	330502824	Routine venipuncture	\$ 6.00	\$ -	
MG Prim Care MAR 2	O Medicaid HMO	5/10/2023	994248699	330502824	Office/OP visit est 30-39min	\$ 335.00	\$ (45.74)	
MG Prim Care MAR 2	O Medicaid HMO	4/4/2023	994254557	330502823	Office/OP visit est 20-29min	\$ 237.00	\$ (33.36)	
MG Prim Care MAR 2	O Medicaid HMO	4/3/2023	994282832	330504715	Office/OP visit est 20-29min	\$ 237.00	\$ (27.68)	
MG Prim Care MAR 2	O Medicaid HMO	5/3/2023	994282962	330502174	Office/OP visit est 20-29min	\$ 237.00	\$ (27.19)	
MG Prim Care MAR 2	O Medicaid HMO	4/6/2023	994283807	330502756	Office/OP visit est 30-39min	\$ 335.00	\$ (41.18)	
MG Prim Care MAR 2	O Medicaid HMO	4/6/2023	994304997	330503412	Office/OP visit est 10-19min	\$ 95.00	\$ (21.90)	
MG Prim Care MAR 2	O Medicaid HMO	4/10/2023	994318276	33001	Office/OP visit est 20-29min	\$ 237.00	\$ (27.75)	
MG Prim Care MAR 2	O Medicaid HMO	4/10/2023	994318916	33157	Office/OP visit est 20-29min	\$ 237.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	4/11/2023	994325874	330503412	Office/OP visit est 30-39min	\$ 335.00	\$ (41.58)	
MG Prim Care MAR 2	O Medicaid HMO	4/13/2023	994340582	330503412	Office/OP visit est 20-29min	\$ 237.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	4/18/2023	994360454	330503412	Office/OP visit est 20-29min	\$ 175.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	4/24/2023	994394687	330502756	Office/OP visit est 20-29min	\$ 237.00	\$ (26.44)	
MG Prim Care MAR 2	O Medicaid HMO	4/25/2023	994400403	330502174	Office/OP visit est 20-29min	\$ 237.00	\$ (27.19)	
MG Orthopedics MAR	O Medicaid HMO	4/26/2023	994401228	330502756	APP Non Bill Surgery Assist	\$ -	\$ -	
MG Prim Care MAR 2	O Medicaid HMO	5/24/2023	994443558	330503412	Office/OP visit est 30-39min	\$ 335.00	\$ (41.58)	
MG Prim Care MAR 2	O Medicaid HMO	5/11/2023	994450362	33050	Office/OP visit est 30-39min	\$ 335.00	\$ (57.17)	
MG Prim Care MAR 2	O Medicaid HMO	5/8/2023	994467175	330502824	Office/OP visit est 20-29min	\$ 237.00	\$ (28.28)	
MG Prim Care MAR 2	O Medicaid HMO	5/10/2023	994471744	330502824	Office/OP visit est 20-29min	\$ 237.00	\$ (28.28)	
MG Prim Care MAR 2	7 Medicaid	6/14/2023	994480900	330502108	Glucose blood test	\$ 7.00	\$ -	
MG Prim Care MAR 2	7 Medicaid	6/14/2023	994480900	330502108	Office/OP visit est 20-29min	\$ 237.00	\$ (25.18)	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Convfee predef labsv prov prac	\$ 20.00	\$ (20.00)	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Ppps, subseq visit	\$ 337.00	\$ (81.15)	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Routine venipuncture	\$ 6.00	\$ (5.88)	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Office/OP visit est 20-29min	\$ 237.00	\$ (57.15)	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Ppps, subseq visit	\$ 337.00	\$ -	
MG Prim Care MAR 2	O Medicaid HMO	6/1/2023	994499432	330503905	Ppps, subseq visit	\$ (337.00)	\$ -	
MG Prim Care MAR 2	O Medicaid HMO	5/22/2023	994547870	330503903	Office OP visit new 15-29min	\$ 190.00	\$ (44.80)	
MG Prim Care MAR 2	7 Medicaid	5/24/2023	994560453	33050	Urine pregnancy test	\$ 17.00	\$ -	
MG Prim Care MAR 2	7 Medicaid	5/24/2023	994560453	33050	Office/OP visit est 20-29min	\$ 237.00	\$ (31.47)	
MG Prim Care MAR 2	O Medicaid HMO	6/2/2023	994600569	330503293	Office/OP visit est 30-39min	\$ 335.00	\$ (41.18)	
MG Prim Care MAR 2	O Medicaid HMO	6/9/2023	994648592	330503412	Office/OP visit est 20-29min	\$ 237.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	6/9/2023	994648592	330503412	Electrocardiogram complete	\$ 39.00	\$ (8.63)	
MG Prim Care MAR 2	O Medicaid HMO	6/19/2023	994697282	330503412	Office/OP visit est 20-29min	\$ 175.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	6/26/2023	994735320	330503412	Office/OP visit est 20-29min	\$ 237.00	\$ (26.69)	
MG Prim Care MAR 2	O Medicaid HMO	6/29/2023	994748636	330503412	Office/OP visit est 20-29min	\$ 237.00	\$ (26.69)	



BHMG Provider	HlthPlanRptGrp	Date of Service	ECD	Patient Zip Code	Service Provided	Charges	Payments	Net
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Total						\$ 9,368.01	\$ (1,099.07)	\$ 8,268.94
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**BHMG Physician Practices - Marathon**  
**Uninsured Patients Third Quarter, Fiscal Year 2023**

SvcProv	HlthPlanRptGrpMne	TransPostDate	EcdNo	Patient Zip		Service		LineChgs
				Code	EncType	Provided *		
MG Orthopedics MAR	K Charity	4/5/2023	993762641	330435016	Ch-AHCA	MDX	(16.00)	
MG Orthopedics MAR	K Charity	4/5/2023	993762641	330435016	Ch-AHCA	MDX	(483.00)	
MG Orthopedics MAR	K Charity	4/5/2023	993762641	330435016	Ch-AHCA	MDX	(210.00)	
MG Orthopedics MAR	K Charity	5/29/2023	993774560	330435016	Ch-AHCA	MDX	(469.00)	
MG Orthopedics MAR	K Charity	4/28/2023	994361451	330503483	Ch-SNFA	MDX	(2,556.00)	
MG Orthopedics MAR	K Charity	4/28/2023	994361451	330503483	Ch-SNFA	MDX	(1,724.00)	
MG Orthopedics MAR	K Charity	5/24/2023	993883477	330503341	Ch-AHCA	MDX	(208.00)	
MG Orthopedics MAR	K Charity	5/31/2023	994402064	330435016	Ch-SNFA	MDX	(2,927.00)	
MG Orthopedics MAR	K Charity	5/31/2023	994402064	330435016	Ch-SNFA	MDX	(2,250.00)	
MG Orthopedics MAR	K Charity	5/31/2023	994402064	330435016	Ch-SNFA	MDX	(1,724.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994616865	330403506	Ch-SNFA	MDX	(2,955.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226078	33037	Ch-SNFA	MDX	(4,292.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226078	33037	Ch-SNFA	MDX	(3,671.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226078	33037	Ch-SNFA	MDX	(701.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226116	33037	Ch-SNFA	MDX	(4,292.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226116	33037	Ch-SNFA	MDX	(3,671.00)	
MG Orthopedics MAR	K Charity	6/27/2023	994226116	33037	Ch-SNFA	MDX	(701.00)	

TOTAL

32,850.00

*\* See Service Code Table for acronym descriptions*

*\*\* Qualifies as Medicaid to Charity patient*

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Entity	Financial		Patient ECD_number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Admit	Dischg	# of Days
	Class	Admit_Dt									
FMH	K	12/24/2022	941610449	33050	O/P	EMR	\$ 876.00	\$ -			
FMH	K	1/17/2023	941682867	33050	O/P	EMR	\$ 870.00	\$ -			
FMH	K	2/7/2023	941763927	33050	O/P	EMR	\$ 870.00	\$ -			
FMH	K	3/12/2023	941883693	33050	O/P	EMR	\$ 2,591.00	\$ -			
FMH	K	3/14/2023	941893183	33050	O/P	EMR	\$ 2,313.00	\$ -			
FMH	K	4/17/2023	941912223	33050	O/P	MDX	\$ 6,190.00	\$ -			
FMH	K	3/21/2023	941913054	33040	O/P	EMR	\$ 4,488.00	\$ -			
FMH	K	4/10/2023	941913756	33050	O/P	MDX	\$ 7,057.00	\$ -			
FMH	K	4/19/2023	941921184	33050	O/P	ONC	\$ 1,955.00	\$ -			
FMH	K	3/25/2023	941929931	33040	O/P	EMR	\$ 5,074.00	\$ -			
FMH	K	6/13/2023	941938494	33050	O/P	MAM	\$ 832.00	\$ -			
FMH	K	3/29/2023	941941265	33050	O/P	EMR	\$ 7,716.00	\$ -			
FMH	K	4/6/2023	941943836	33070	O/P	ULS	\$ 3,995.00	\$ -			
FMH	K	4/7/2023	941946833	33050	O/P	ULS	\$ 1,522.00	\$ -			
FMH	O	4/1/2023	941953823	14580	O/P	EMR	\$ 3,199.00	\$ -			
FMH	K	4/2/2023	941954696	33050	O/P	EMR	\$ 3,308.00	\$ -			
FMH	K	4/2/2023	941954958	33050	O/P	EMR	\$ 11,621.00	\$ -			
FMH	K	4/10/2023	941956148	33050	O/P	ULS	\$ 1,147.00	\$ -			
FMH	K	4/5/2023	941956548	33050	O/P	LAB	\$ 321.00	\$ -			
FMH	K	4/5/2023	941961601	33050	O/P	MDX	\$ 973.00	\$ -			
FMH	K	4/4/2023	941964189	33050	O/P	EMR	\$ 11,731.00	\$ -			
FMH	K	5/23/2023	941967131	33050	O/P	MDX	\$ 3,818.00	\$ -			
FMH	K	4/6/2023	941968567	33050	O/P	EMR	\$ 12,057.00	\$ -			
FMH	K	4/6/2023	941969259	33050	O/P	EMR	\$ 3,409.00	\$ -			
FMH	K	4/6/2023	941969281	33050	O/P	LAB	\$ 2,078.00	\$ -			
FMH	K	4/6/2023	941971378	33050	O/P	EMR	\$ 6,519.00	\$ -			
FMH	K	4/6/2023	941972190	33050	O/P	EMR	\$ 27,015.00	\$ -			
FMH	K	4/10/2023	941980364	33050	O/P	EMR	\$ 13,537.00	\$ -			
FMH	K	4/25/2023	941985357	33050	O/P	LAB	\$ 3,370.00	\$ -			
FMH	K	4/14/2023	941987118	33050	O/P	MDX	\$ 1,534.50	\$ -			

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Financial		Patient		Service Provided		Total Charge	Total Payment	Admit	Dischg	# of Days
Entity	Class	Admit_Dt	ECD_number	Zip Code	Patient Type					
FMH	7	4/11/2023	941987151	33042	O/P	RAD	\$ 649.00	\$ -		
FMH	K	4/27/2023	941987515	33050	O/P	MPT	\$ 4,118.00	\$ -		
FMH	K	4/13/2023	941987754	33050	O/P	CAT	\$ 3,084.00	\$ -		
FMH	K	4/12/2023	941989271	33050	O/P	EMR	\$ 9,204.00	\$ -		
FMH	K	4/17/2023	941989682	33050	O/P	OPS	\$ 50,874.00	\$ -		
FMH	K	4/24/2023	941989772	33043	O/P	OPS	\$ 80,050.10	\$ -		
FMH	K	5/31/2023	941990555	33050	O/P	ONC	\$ 1,933.00	\$ -		
FMH	K	4/12/2023	941992323	33050	O/P	EMR	\$ 6,526.00	\$ -		
FMH	K	4/18/2023	941996033	33050	O/P	CAT	\$ 5,070.00	\$ -		
FMH	K	4/25/2023	941999935	33050	O/P	MDX	\$ 1,983.00	\$ -		
FMH	K	4/17/2023	942000030	33036	O/P	MDX	\$ 5,625.00	\$ -		
FMH	K	4/15/2023	942001783	33043	O/P	EMR	\$ 12,846.00	\$ -		
FMH	K	4/15/2023	942001878	33050	O/P	EMR	\$ 14,447.00	\$ -		
FMH	K	4/15/2023	942002041	33050	O/P	EMR	\$ 9,032.00	\$ -		
FMH	7	4/18/2023	942004852	33042	O/P	MDX	\$ 1,923.00	\$ (30.68)		
FMH	K	4/17/2023	942006751	33050	O/P	EMR	\$ 875.00	\$ -		
FMH	K	4/18/2023	942010251	33050	O/P	EMR	\$ 14,535.00	\$ -		
FMH	K	4/18/2023	942012326	33050	O/P	EMR	\$ 17,174.00	\$ -		
FMH	K	4/20/2023	942020766	33050	O/P	EMR	\$ 12,600.00	\$ -		
FMH	K	4/24/2023	942032179	33040	O/P	EMR	\$ 7,902.00	\$ -		
FMH	K	5/5/2023	942038663	33050	O/P	LAB	\$ 1,948.00	\$ -		
FMH	K	5/9/2023	942039178	33050	O/P	ONC	\$ 14,123.00	\$ -		
FMH	K	5/2/2023	942039926	33050	O/P	MDX	\$ 6,487.00	\$ -		
FMH	K	5/2/2023	942041098	33050	O/P	ONC	\$ 1,513.00	\$ -		
FMH	K	4/27/2023	942044462	33042	O/P	EMR	\$ 6,170.00	\$ -		
FMH	K	4/28/2023	942046686	33030	O/P	EMR	\$ 23,850.00	\$ -		
FMH	K	5/1/2023	942052003	33050	O/P	EMR	\$ 5,477.00	\$ -		
FMH	7	5/3/2023	942052794	33042	O/P	MDX	\$ 1,807.00	\$ -		
FMH	K	5/2/2023	942057578	33050	O/P	LAB	\$ 5,307.00	\$ -		
FMH	K	5/5/2023	942058383	33050	O/P	LAB	\$ 594.00	\$ -		

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Entity	Financial		ECD_number	Patient		Service Provided	Total Charge	Total Payment	Admit	Dischg	# of Days
	Class	Admit_Dt		Zip Code	Patient Type						
FMH	K	5/2/2023	942060304	33050	O/P	EMR	\$ 2,642.00	\$ -			
FMH	K	5/11/2023	942066723	33051	O/P	MDX	\$ 903.00	\$ -			
FMH	K	5/8/2023	942066863	33051	O/P	LAB	\$ 5,175.00	\$ -			
FMH	K	5/5/2023	942069955	33050	O/P	LAB	\$ 1,495.00	\$ -			
FMH	K	5/5/2023	942070402	33050	O/P	EMR	\$ 2,454.00	\$ -			
FMH	K	5/5/2023	942070815	33050	O/P	ONC	\$ 1,483.00	\$ -			
FMH	K	5/10/2023	942070859	33050	O/P	ONC	\$ 321.00	\$ -			
FMH	K	5/9/2023	942070889	33050	O/P	ONC	\$ 1,483.00	\$ -			
FMH	K	5/5/2023	942070943	33043	O/P	RAD	\$ 835.00	\$ -			
FMH	K	5/6/2023	942073772	33043	O/P	EMR	\$ 2,844.00	\$ -			
FMH	K	5/30/2023	942081698	33050	O/P	ONC	\$ 10,156.00	\$ -			
FMH	K	5/12/2023	942083405	33050	O/P	MPT	\$ 4,727.00	\$ -			
FMH	K	5/11/2023	942083406	33051	O/P	MPT	\$ 812.00	\$ -			
FMH	K	5/10/2023	942084309	33050	O/P	RAD	\$ 734.00	\$ -			
FMH	K	5/12/2023	942085602	33043	O/P	LAB	\$ 1,478.00	\$ -			
FMH	K	5/11/2023	942086041	33050	O/P	LAB	\$ 2,395.00	\$ -			
FMH	K	5/26/2023	942087845	33050	O/P	LAB	\$ 1,274.00	\$ -			
FMH	K	5/10/2023	942088451	33050	O/P	ONC	\$ 1,483.00	\$ -			
FMH	K	5/12/2023	942093732	33050	O/P	EMR	\$ 1,936.00	\$ -			
FMH	K	5/12/2023	942094387	33050	O/P	EMR	\$ 3,036.00	\$ -			
FMH	K	5/14/2023	942100246	33050	O/P	EMR	\$ 12,463.00	\$ -			
FMH	K	5/15/2023	942102061	33050	O/P	EMR	\$ 9,420.00	\$ -			
FMH	K	5/15/2023	942104811	33050	O/P	EMR	\$ 14,039.00	\$ -			
FMH	K	5/19/2023	942106627	33050	O/P	ULS	\$ 1,522.00	\$ -			
FMH	K	5/16/2023	942106696	33043	O/P	EMR	\$ 11,228.00	\$ -			
FMH	K	5/16/2023	942108818	33042	O/P	EMR	\$ 31,101.00	\$ -			
FMH	K	5/19/2023	942110881	33050	O/P	LAB	\$ 3,019.00	\$ -			
FMH	K	5/17/2023	942113711	33050	O/P	EMR	\$ 9,608.00	\$ -			
FMH	K	5/21/2023	942123594	33050	I/P	EDA	\$ 37,964.00	\$ -	5/21/2023	5/23/2023	2
FMH	K	5/21/2023	942123636	33050	O/P	EMR	\$ 15,652.00	\$ -			

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Entity	Financial		ECD_number	Patient		Service Provided	Total Charge	Total Payment	Admit	Dischg	# of Days
	Class	Admit_Dt		Zip Code	Patient Type						
FMH	K	5/22/2023	942125254	33050	O/P	EMR	\$ 18,071.00	\$ -			
FMH	K	5/22/2023	942126003	33050	O/P	EMR	\$ 12,700.00	\$ -			
FMH	K	5/22/2023	942126476	33050	O/P	EMR	\$ 15,518.00	\$ -			
FMH	K	5/24/2023	942132157	33040	O/P	MRI	\$ 4,684.00	\$ -			
FMH	K	6/20/2023	942134801	33050	O/P	ONC	\$ 8,977.00	\$ -			
FMH	K	5/26/2023	942134897	33042	O/P	ULS	\$ 1,522.00	\$ -			
FMH	K	5/25/2023	942138469	33050	O/P	EMR	\$ 13,126.00	\$ -			
FMH	K	5/26/2023	942139497	33043	O/P	RAD	\$ 835.00	\$ -			
FMH	K	5/26/2023	942140360	33050	O/P	LAB	\$ 5,415.00	\$ -			
FMH	K	5/25/2023	942141080	33050	O/P	EMR	\$ 10,235.00	\$ -			
FMH	K	5/29/2023	942149779	33050	O/P	EMR	\$ 16,283.00	\$ -			
FMH	K	5/29/2023	942150205	33043	O/P	EMR	\$ 21,381.00	\$ -			
FMH	K	6/2/2023	942156857	33040	O/P	OPS	\$ 77,696.00	\$ -			
FMH	K	5/31/2023	942157809	33050	O/P	EMR	\$ 2,474.00	\$ -			
FMH	K	6/1/2023	942157842	33040	O/P	MDX	\$ 2,799.00	\$ -			
FMH	K	6/1/2023	942158430	33050	O/P	MAM	\$ 832.00	\$ -			
FMH	K	5/31/2023	942158467	33050	O/P	LAB	\$ 1,510.00	\$ -			
FMH	K	6/1/2023	942164322	33050	O/P	EMR	\$ 13,500.00	\$ -			
FMH	K	6/2/2023	942164827	33050	O/P	EMR	\$ 16,106.00	\$ -			
FMH	K	6/5/2023	942165120	33043	O/P	MPT	\$ 3,137.00	\$ -			
FMH	K	6/3/2023	942168695	33050	O/P	EMR	\$ 1,467.00	\$ -			
FMH	K	6/3/2023	942170014	33176	O/P	EMR	\$ 9,045.00	\$ -			
FMH	K	6/4/2023	942170144	33050	O/P	EMR	\$ 10,827.00	\$ -			
FMH	K	6/4/2023	942170564	33050	O/P	EMR	\$ 5,907.00	\$ -			
FMH	K	6/4/2023	942171112	33050	O/P	EMR	\$ 4,714.00	\$ -			
FMH	K	6/5/2023	942173490	33050	O/P	EMR	\$ 6,434.00	\$ -			
FMH	K	6/12/2023	942176784	33050	O/P	LAB	\$ 1,547.00	\$ -			
FMH	K	6/6/2023	942176859	33050	I/P	EDA	\$ 98,734.00	\$ -	6/6/2023	6/16/2023	10
FMH	K	6/7/2023	942178466	33050	O/P	LAB	\$ 321.00	\$ -			
FMH	K	6/6/2023	942180535	33043	O/P	EMR	\$ 7,812.00	\$ (589.00)			

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Entity	Financial		ECD_number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Admit	Dischg	# of Days	
	Class	Admit_Dt										
FMH	K	6/6/2023	942180548	33187	O/P	EMR	\$ 2,575.00	\$ -				
FMH	K	6/8/2023	942187579	33189	O/P	EMR	\$ 18,578.00	\$ -				
FMH	K	6/10/2023	942193199	33050	O/P	EMR	\$ 12,340.00	\$ -				
FMH	K	6/12/2023	942200132	33050	O/P	EMR	\$ 2,844.00	\$ -				
FMH	K	6/16/2023	942206654	33040	O/P	MDX	\$ 6,529.00	\$ -				
FMH	K	6/16/2023	942207610	33040	O/P	LAB	\$ 5,007.00	\$ -				
FMH	K	6/15/2023	942210197	33052	O/P	EMR	\$ 870.00	\$ -				
FMH	K	6/15/2023	942210499	33050	O/P	LAB	\$ 268.00	\$ -				
FMH	K	6/16/2023	942214926	32331	O/P	EMR	\$ 17,125.00	\$ -				
FMH	7	6/16/2023	942217118	33030	O/P	EMR	\$ 4,991.00	\$ -				
FMH	K	6/19/2023	942220739	33036	O/P	DBC	\$ 118.00	\$ -				
FMH	K	6/19/2023	942221014	33050	O/P	EMR	\$ 16,514.00	\$ -				
FMH	K	6/19/2023	942221021	33050	O/P	EMR	\$ 2,765.00	\$ -				
FMH	K	6/22/2023	942227361	33050	O/P	RAD	\$ 1,081.00	\$ -				
FMH	K	6/21/2023	942232201	33050	O/P	EMR	\$ 2,769.00	\$ -				
FMH	K	6/22/2023	942233584	33050	O/P	EMR	\$ 4,974.00	\$ (589.00)				
FMH	K	6/22/2023	942235852	33050	O/P	EMR	\$ 6,558.00	\$ -				
FMH	K	6/25/2023	942242256	33050	O/P	EMR	\$ 8,042.00	\$ -				
FMH	K	6/26/2023	942244532	33050	O/P	EMR	\$ 1,783.00	\$ -				
FMH	K	6/29/2023	942245683	33050	O/P	ULS	\$ 329.00	\$ -				
FMH	K	6/28/2023	942250765	33050	O/P	CAT	\$ 4,002.00	\$ -				
FMH	K	6/29/2023	942252553	33050	O/P	LAB	\$ 5,007.00	\$ -				
FMH	7	6/30/2023	942264127	33050	O/P	EMR	\$ 7,231.00	\$ -				
FMH	K	5/7/2023	942074868	33050	O/P	EMR	\$ 6,964.00	\$ -				
							\$ 1,206,267.60	\$ (1,208.68)				

Fishermen's Community Hospital  
 Uninsured Patients Third Quarter, Fiscal Year 2023

Entity	Financial Class	Admit_Dt	ECD_number	Patient Zip Code	Patient Type	Service Provided *	Total Charge	Total Payment	Admit	Dischg	# of Days
					I/P		\$ 136,698.00	\$ -			12
					O/P		\$ 1,069,569.60	\$ (1,208.68)			
					<b>Total</b>		\$ 1,206,267.60	\$ (1,208.68)			
					ck		\$ -	\$ -			



**Fishermen's Community Hospital and BHMGM Physician Practices  
Marathon  
Indigent Care Summary Third Quarter FY 2023 (APR-JUN)  
As of October, 2023**

**Q3 FY 23**

<b>FCH:</b>	
Uninsured gross charges - Inpatient	(1) \$ 136,698
Uninsured gross charges - Outpatient	(1) 1,069,570
Prior quarter adjustments (duplicates)	-
Underinsured gross charges - Inpatient	-
Underinsured gross charges - Outpatient	2,669,621
Total gross charges uninsured & underinsured	<u>\$ 3,875,888</u>
Number of Inpatient uninsured days	12
Number of inpatient underinsured days	-
CMS Part A (IP) Interim Reimbursement Rate - Per Diem	\$ 9,999.00
CMS Part B (OP) Interim Reimbursement Rate (cost to charge ratio) (2)	29%
Calculated cost of uninsured - Inpatient	\$ 119,988
Calculated cost of uninsured - Outpatient	\$ 310,175
Calculated cost of underinsured - Inpatient	-
Calculated cost of underinsured - Outpatient	774,190
Prior quarter adjustments (duplicate - exp pymt)	
Less payments or expected payments (whichever is higher) from underinsured payors	(251,512)
<b>Net calculated cost of uninsured and underinsured - FCH</b>	<u><b>\$ 952,842</b></u>
Less DPP payments received	-
Less LIP payments received	79,407
<b>Net calculated cost of uninsured and underinsured - FCH</b>	<u><b>\$ 873,435</b></u>
<b>BHMGM Physician Practices - Marathon:</b>	
Uninsured gross charges	(1) \$ 32,850
Underinsured gross charges	9,368
Total gross charges uninsured & underinsured	<u>\$ 42,218</u>
CMS Part B (OP) Interim Reimbursement Rate (cost to charge ratio) (3)	29%
Calculated cost of uninsured	\$ 9,527
Calculated cost of underinsured	2,717
Less payments	(1,099)
<b>Net calculated cost of uninsured and underinsured - FCH</b>	<u><b>\$ 11,144</b></u>
<b>TOTAL FCH AND BHMGM Calculated cost of uninsured and underinsured</b>	<u><b>\$ 884,579</b></u>

(1) Charity meeting Federal Poverty Guidelines for Florida and per MSTU

(2) CMS confirmed new interim Part B rate in letter dated June 22, 2023

(3) Per MSTU use hospital rate for physician practices



**Keys Area Interdenominational Resources**  
Food Pantry and Social Services for those in Need  
in the Middle Keys

3010 Overseas Hwy.  
Marathon, FL 33050  
(305) 743-4582  
[KAIRonline@bellsouth.net](mailto:KAIRonline@bellsouth.net)

January 8, 2024

Marathon City Council  
9805 Overseas Highway  
Marathon, Florida 33050  
Diane Clavier, City Clerk  
[clavier@ci.marathon.fl.us](mailto:clavier@ci.marathon.fl.us)

Re: KAIR Sombrero Beach Run

Dear Council Members,

KAIR (Keys Area Interdenominational Resources) is planning to host the 17<sup>th</sup> annual Sombrero Beach Run on February 24, 2024. We are currently submitting the Special Event Permit Application for this activity.

The Sombrero Beach Run has become the number one family race in the Keys. To keep these runners, family members and friends engaged in our area, we are also planning a Sunday family day which will be from approximately 11:00 a.m. to 3:00 p.m.

In an effort to facilitate the registration process, we are holding the registration at the beach on Friday evening, February 23 from 5-6:30 p.m. As in years past, we are requesting to serve beer and wine at the registration and beer Saturday after the race only to those of age. The drinks will be offered free of charge.

We are also asking the Council to waive permit fees associated with holding this event so that there can be maximum benefit to direct services to the local residents in need. The city of Marathon has been very supportive of KAIR and the clients it serves. We are extremely appreciative of that support. Thank you for your consideration in these matters.

With gratitude,

*Phyllis Michaelis*

Phyllis Michaelis  
KAIR Board Member

cc: George Garrett, City Manager  
[garrettg@ci.marathon.fl.us](mailto:garrettg@ci.marathon.fl.us)

*Also if the parking fees Friday evening from approx. 4:00 to 6:30 and Saturday morning until about 12:00 it would be most appreciated.*



## COUNCIL AGENDA STATEMENT

Meeting Date: XXXX

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Attorney

Agenda Item: Authorization to initiate litigation against TOUBY PAINTING CORPORATION and their property, 1104 26<sup>th</sup> Street, Marathon, Florida 33050, to enforce the lien(s) arising from code compliance case number C2013-0222.

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### BACKGROUND & JUSTIFICATION:

The property, 1104 26<sup>th</sup> Street, Marathon, Florida 33050, was the subject of a code compliance case for violation of Section 34-35 of the City of Marathon Code for failure to connect to the Central Wastewater System. The final sewer inspection was not approved on the Property until August 21, 2018. The accrued fines total \$171,400 plus a \$300 administrative cost for the violation hearing and \$300 administrative cost for the non-compliance hearing.

In April 2013, a Code Compliance Officer determined, after review of the records on the Property, that the Property had not been connected to the Central Wastewater System and that a permit had not been submitted for said connection in violation of Section 34-35 of the City of Marathon Code. On May 10, 2013, a Notice of Violation was sent to the owner, which outlined the corrective measures needed to bring the property into compliance. There were discussions between the Code Compliance Officer and registered agent, Gerald Hinnant, however, after a reasonable amount of time and no further communication nor compliance, a Notice of Hearing was sent to the owner.

At the hearing on December 11, 2013, the owner was not present, however, was properly served via Certified Mail. The Findings of Fact, Conclusions of Law and Order found the Property to be in violation of Section 34-35 and ordered compliance within thirty (30) days starting from December 11, 2013, with a \$100 per day accruing fine if the violation was not corrected within the time frame retroactive to the date of the hearing. The Findings of Fact, Conclusions of Law and Order was recorded on January 6, 2014.

Upon further investigation and inspection, the Property remained non-compliant and a Notice of Hearing on non-compliance was sent to the owner with a hearing date of May 14, 2014. A copy of the Affidavit of Non-Compliance was recorded on February 24, 2014. At the hearing on May 14, 2014, the Code Compliance Board found that the Property failed to comply with the Findings of Fact, Conclusions of Law, and Order and found that a fine for non-compliance had accrued at one-hundred (\$100) dollars per day for one hundred and fifty-hour (154) days as of the date of the Order and a one-hundred (\$100) dollar a day would continue to accrue for each day that the Property remained non-compliant. The Order Imposing Fines was recorded on June 3, 2014. A \$300 administrative fee was assessed for both the initial violation hearing and the hearing of non-compliance.

A permit was ultimately obtained in 2018, however, the final sewer inspection was not approved on the Property until August 21, 2018. The code case remains open for failure to pay the outstanding fines and costs.

On October 22, 2020, a correspondence was sent to the owner inviting the owner to contact the City to attempt to resolve this matter. A copy of the correspondence is attached hereto.

The Monroe County Property Appraiser lists the Just Market Value for 1104 26<sup>th</sup> Street, Marathon, Florida 33050, as \$889,680. The property is not homesteaded and does not appear to have a mortgage or pending foreclosure action.

Pursuant to the City of Marathon’s Code of Ordinances Section 10-8:

“(1)In the event the Special Magistrate or Code Compliance Board enters a final order assessing a fine against the cited violator as provided herein, the City may record a certified copy of said final order in the public records. The recorded final order shall constitute a lien against the real and personal property owned by the violator. After three (3) months from the date of filing of any such lien, which remains unpaid, the City may foreclose or otherwise execute on the lien.”

Further, under Florida Statute 162.09, which is adopted in the City of Marathon’s Code of Ordinances Chapter 10, the City has the legal options of foreclosure, writ of execution, and money judgment.

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

FISCAL NOTE:

RECOMMENDATION:  
Approval of Litigation



CITY OF  
**MARATHON**, FLORIDA

9805 Overseas Highway, Marathon, FL 33050  
Phone (305) 743-0033 | [www.ci.marathon.fl.us](http://www.ci.marathon.fl.us)

October 22, 2020

Touby Painting Corporation  
Johnnie Hinnant, Registered Agent  
100 NE 26th Street  
Miami, FL 33137

Property Location: 1104 26th Street, Marathon (RE# 00323250-000000)  
Legal Description: HARBOR ISLES PB4-98 KEY VACCA LOT 16 & N12.5 FT LOT 17 BLK 5 (the "Property")

Re: Code case C2013-0222

Dear Property owner:

As part of my review of materials as the new Attorney for the City of Marathon, this case has caught my attention due to the large fines owing to the City.

This is a courtesy letter inviting you to contact me to attempt to resolve this matter. My review of the file indicates that a lien in favor of the City was recorded on 6/3/14, at Book #2687, Page #504 of the Public Records of Monroe County, and that fines in the amount of \$172,000 are currently outstanding.

Please contact me at your earliest convenience to discuss. Hopefully, an amicable resolution can be reached and result in closure of the case without further action necessary.

My apologies for the necessity of this letter, and I look forward to hearing from you.

Very respectfully,

Steven T Williams  
[Williamss@ci.marathon.fl.us](mailto:Williamss@ci.marathon.fl.us)  
City Attorney/ Deputy City Manager



## COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and City Councilmembers  
From: Steven Williams, City Attorney

Agenda Item: Authorization to initiate litigation against TU BALU GROUP LLC and their property, 1100 Overseas Highway, Marathon, Florida 33050, to enforce the lien(s) arising from code compliance case number C2019-0087.

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### BACKGROUND & JUSTIFICATION:

The property, 1100 Overseas Highway, Marathon, Florida 33050, was the subject of a code compliance case for violation of Sections 22-20 and 18-28 of the City of Marathon Code for failing to maintain a fence and having an accumulation of debris on the property. The final inspection was not approved on the Property until July 24, 2020. The accrued fines total \$30,600 plus a \$300 administrative cost for the violation hearing and \$300 administrative cost for the non-compliance hearing.

Following an inspection of the property in April 2019, a Code Compliance Officer determined that there was a fence in need of repair and an accumulation of debris in violation of Sections 22-20 and 18-28 of the City of Marathon Code. On May 13, 2019, a Notice of Violation was sent to the owner, which outlined the corrective measures needed to bring the property into compliance. After a reasonable amount of time, an inspection revealed that the property was still in violation of Sections 22-20 and 18-28 of the City of Marathon Code and a Notice of Hearing was sent to the owner setting the matter for hearing on August 21, 2019.

At the hearing on August 21, 2019, the owner was not present, however, was properly served via Certified Mail. The Findings of Fact, Conclusions of Law and Order found the Property to be in violation of Section 22-20 and 18-28 and ordered compliance within thirty (30) days starting from August 22, 2019, with a \$100 per day accruing fine if the violation was not corrected by the date set for compliance. The Findings of Fact, Conclusions of Law and Order was recorded on October 23, 2019.

Upon further investigation and inspection, the Property remained non-compliant and a Notice of Hearing on non-compliance was sent to the owner with a hearing date of October 16, 2019. At the hearing on October 16, 2019, the Code Compliance Special Magistrate found that the Property failed to comply with the Findings of Fact, Conclusions of Law, and Order and found that a fine for non-compliance had accrued at one-hundred (\$100) dollars per day would continue to accrue for each day that the Property remained non-compliant past the initial date set for compliance of September 21, 2019. The Order Imposing Fines was recorded on December 10, 2019. A \$300 administrative fee was assessed for both the initial violation hearing and the hearing of non-compliance.

A permit was ultimately obtained in 2020, however, the final inspection was not approved on the Property until July 24, 2020. The code case remains open for failure to pay the outstanding fines and costs.

On October 26, 2020, a correspondence was sent to the owner inviting the owner to contact the City to attempt to resolve this matter. A copy of the correspondence is attached hereto.

The Monroe County Property Appraiser lists the Just Market Value for 1100 Overseas Highway, Marathon, Florida 33050, as \$4,384,251.00. The property is not homesteaded and does not appear to have a pending foreclosure action. A mortgage was recorded on the Property May 14, 2014.

Pursuant to the City of Marathon’s Code of Ordinances Section 10-8:

“(1)In the event the Special Magistrate or Code Compliance Board enters a final order assessing a fine against the cited violator as provided herein, the City may record a certified copy of said final order in the public records. The recorded final order shall constitute a lien against the real and personal property owned by the violator. After three (3) months from the date of filing of any such lien, which remains unpaid, the City may foreclose or otherwise execute on the lien.”

Further, under Florida Statute 162.09, which is adopted in the City of Marathon’s Code of Ordinances Chapter 10, the City has the legal options of foreclosure, writ of execution, and money judgment.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

RECOMMENDATION:

Approval of Litigation



# MONROE COUNTY SHERIFF'S OFFICE

## RICHARD A. RAMSAY, SHERIFF

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February 2, 2024

Marathon City Council

Re: Monroe County Sheriff's Office  
City of Marathon  
Monthly Report: February 2024

Dear Council:

Deputies have an estimated total of 2,223 calls for service, conducted 831 traffic stops and made 55 arrests.

Marine Deputy Willie Guerra issued 7 resource citations. He also investigated criminal resource cases ending the month with 5 Notices to Appear. While conducting resource inspections, Deputy Guerra discovered a goliath grouper and issued a Notice to Appear.

An estimated 390 watch cards were distributed as a result of neighborhood patrols, watch order and extra patrols.

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

#### **MCSO23OFF009696-Miscellaneous offense**

Suspect sold nicotine vapes to underage children at the Valero 73<sup>rd</sup> Street. A warrant was drafted and signed. Suspect arrested without incident.

#### **MCSO23OFF009724-Traffic Stop/Narcotics investigation**

66.8 grams of FTP methamphetamine and other various paraphernalia were discovered during a traffic stop. Suspects were arrested and 11 phones seized. Search warrants were obtained. Investigation ongoing.





**Marine unit:**



Derelict Vessel Investigation



Reserouce Check



Community Involvement

**Prevention:**



Deputy passing marine flyers for theft prevention



Child restraint installations

**Zone Improvements:**



Graffiti removal



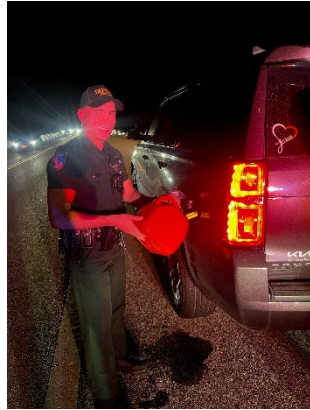
33<sup>rd</sup> Street boat ramp Clean Up



**Community Involvement:**



Changing tires and refueling



Visiting needy families

**Personnel and Budget:**



In service training



Two Probationary Officers started Phase 3 of their Field Training Program.

No budget concerns to report.

Respectfully,

*Lieutenant Lissette Quintero*  
Station Commander  
Monroe County Sheriff's Office

**MEMORANDUM  
Grants Department**



**MEETING DATE:** February 13, 2024  
**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**

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

- Projects out for bid
  - Received Commerce approval for area 6 flood wall bid documents.
    - Flood Wall bid came in well over budget
    - Power Conditioning portion of the project design 100% complete, approved by council to move forward.
    - Vacuum System Monitoring 87% complete design/bid docs
  - Received Commerce approval for Power Conditioning bid documents.

***Hazard Mitigation Grant Generators – DEM (\$129,459.56) – completion date 09/04/2024***

- Requested budget increase to cover actual costs – DEM reviewing.
- MFG moved Fire Department delivery out to the end of May 2024
  - Received project deadline extension from DEM to 9/4/24
- Marina Unit installation complete.
- Per MFG – Fire Dept Unit cannot be expedited.
- Permits Issued

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

- Salty's/7 Mile Marina
  - Compiling Management Plan for FCT review
  - Received executed grant agreement from FCT.
  - Submitted due diligence documents as required by FCT.
  - Creating a management plan for the site as required by FCT.
- FCT Required appraisals complete; Submitted to FCT
- Environmental Assessment Phase I completed.
- PW Preparing RFQ for project services.

***FL Recreation Development Assist Program 23/24 (FRDAP)***

- Resurface Basketball Courts/Add Pickleball Courts at Community Park (\$92,212)
  - Project out for Bid

City Council February 2024  
Submitted 02/02/2024  
Grants Update  
Page 1 of 4

**ON HOLD - FCT Parks and Open Space (2018 grant program) – (\$844,800)**

- Quay Project
  - **ON HOLD PER COUNCIL 10/24/23 Workshop Meeting**
    - **Doing study to add boat ramp to property**
  - Received fully executed grant agreement
  - Gathering due diligence documents as required by FCT
    - Submitted balance of due diligence documentation
  - Submitted Management Plan to FCT for approval

**TDC FY 2023 Capital Funding**

- Quay restroom project (\$245,000) – completion date by 3/31/2024
  - Schematics are completed.
  - In process of finalizing costs for approval
- Beach Raking and Maintenance (Coco Plum & Sombrero) (\$203,050) – completion date 9/30/2025
  - Received fully executed agreement.
  - Work underway.

**Tourist Development Council FY24 Capital Improvement**

- Received full funding for both. Projects can start after the 10/18 BOCC Meeting and Contract Approval.
  - New Parking Lot at Coco Plum Beach (\$119,000)
    - Design Complete
    - Going out to bid after the 1<sup>st</sup> of the year
  - Replace Playground Equipment at Sombrero Beach Park (\$245,250)
    - Playground build is underway.

**FDOT Transportation Alternatives – \$250,000 FY25 grant**

- Waiting for grant agreement from FDOT
- Bicycle and Pedestrian Master Plan
  - Presented project at FDOT Distt meeting.

**FDOT Transportation Alternatives Program (FY 27-28)**

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

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

- Grant signed over to Monroe County for administration.
- As approved at April’s 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)***

- Kickoff meeting being scheduled
- 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.

***CDBG-DR Voluntary Home Buyout Program – DEO (\$2,600,000)***

- Program Status (5) properties in program:
  - Waiting on executed extension request from Commerce
  - Working on Closeout Documents

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

- Create a Complete Streets Program.
  - Received letter of award, waiting on grant agreement.

**GRANT APPLICATIONS SUBMITTED - Submitted since last meeting – Updates**

***CDBG-Small Cities Grant Program – Submitted 5/5/2023***

- ***Neighborhood Revitalization 41<sup>st</sup>/42<sup>nd</sup>***
  - Phase I Mitigate Flooding at Jessie Hobbs Park (\$350,000)
  - Phase II Mitigate the blight at the end of 41<sup>st</sup> to create a waterside picnic area.
- In Review

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

- Raising 92<sup>nd</sup> Street – (\$800,000)
- Requested Pre-Award budget documentation and additional photos.
- Submitted requested budget update
- Under Engineering Review

***House Appropriations Project Funding Requests – (\$332,500) Submitted 9/28/2023***

- Solar Parking Structures at City Hall

***Senate Appropriations Project Funding Requests – (\$332,500) Submitted 10/27/2023***

- Solar Parking Structures at City Hall

***Department of Transportation – Transportation Alternatives Program – Submitted 12/6/2023  
Funding Cycle 2030***

- Complete Coco Plum Multi-Use Trail and add Lighting
  - Traveling to District 6 Hdqtr 1/11/24 to give Power Point presentation.
- Lighting for Existing Coco Plum Multi-Use Trail
  - Traveling to District 6 Hdqtr 1/11/24 to give Power Point presentation.

***Tourist Development Council FY24 Capital Improvement DAC III Round 3 – Submitted 12/20/23  
(\$200,000)***

- Events Tiki at Oceanfront Park
- Meet March 13<sup>th</sup> for decisions

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

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

- Complete Bike Trail on Coco Plum (Budget in process)
- Grassy Key Birding Boardwalk Trail Construction (when planning is complete)
- 7 Mile Corridor

***Assistance to Firefighters/SAFER Grant –***

- Additional Personnel and New Radios

***TDC FY25 Bricks and Mortar – Capital Projects – Due April 22, 2024***

- Information and Security Station at Sombrero Beach (cost TBD)
- Pickleball Courts, Oceanfront Park

***Florida Boating Improvement Program (FBIP)- Due April 1, 2024***

Discussing potential with Marina and PW

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

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

**POTENTIAL GRANT APPLICATIONS - *New since last meeting***

***CDBG-Small Cities – Opens March 2024***

***FCT Parks and Open Spaces***


- Apply for parks and opens spaces land acquisition depending upon what happens with the Quay grant.



## Utility Department Monthly Update

**MEETING DATE:** February 13, 2024

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Daniel Saus, Utility Director 

**THROUGH:** George Garrett, City Manager

**SUBJECT:** January 2024 Utility Department Update

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### A. Wastewater Treatment Plants

#### 1. General Issues

- a. Flows were average for this time of year.
- b. High tides and rain continued to be disruptive in January.

#### 2. Odor Complaints / Mitigation

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

#### 3. Effluent Quality Report/Plant Performance

The November 2023 wastewater facility performance chart is shown below because the January numbers are just being tabulated. The plant permits now require AWT compliance and the operations staff is doing an amazing job as reflected in our effluent quality as shown below. **(Effluent results are always a month behind due to sampling, shipping, & lab reporting)**

**City of Marathon WWTP's  
Plant Performance Data for:**

**November 2023**

Parameters:			CBOD mg/L		TSS mg/L		TN mg/L		TP mg/L	
WWTP	Permit (MGD)	MADF (MGD)	Monthly Average (6.25)	Annual Average (5.0)	Monthly Average (6.25)	Annual Average (5.0)	Monthly Average (3.75)	Annual Average (3.0)	Monthly Average (1.25)	Annual Average (1.0)
AREA 3	0.250	0.135	5.40	2.2	3.40	1.7	1.06	1.09	0.97	0.71
AREA 4	0.400	0.396	<2.0	<2.0	2.0	2.8	1.40	1.09	0.44	0.45
AREA 5	0.450	0.440	<2.0	<2.0	1.65	1.1	0.78	0.76	0.07	0.46
AREA 6	0.200	0.108	3.85	2.0	<1.0	<1.0	0.69	1.29	0.21	0.38
AREA 7	0.200	0.067	3.35	2.7	2.60	1.4	0.95	1.20	0.16	0.14

**B. Collection System**

1. The month of January had normal high tides but because of the rainfall we received the collections crew was extremely busy.
  
2. Vacuum Station Salinities for November:
  - a. Vacuum station salinities at the plants were as follows (in parts per thousand): SA3: 5.35; SA4: 5.72; SA5: 7.98; SA6: 1.92 and SA7: 3.58. These values show a minimal to moderate level of infiltration.
  
3. Wastewater System Connections
  - a. The City's wastewater system parcel connection rate is currently standing at approximately 100%. (Only customers that are in code or do not have a certificate of occupancy are not connected)



#### 4. Code Compliance

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

#### 5. Callouts

From December 1st to December 31st there were 63 *documented* Callouts for the entire Collections System.

Further reviews show, out of these 63 *documented* Callouts: 45 were systems generated typically a low vacuum detected at one of our Vacuum Stations. These 45 call outs did not result in any inconvenience to our customers in any way as the problems were detected and remedied by Collections/Maintenance City Staff before these problems could become a nuisance to the homeowners or residents at these locations.

**Note:** We experienced Inflow and Infiltration problems during the Rainstorm in our Collections System from the event we had in December. We have hired extra personnel to start addressing this issue in the near future.

Other call outs were as follows:

- I. 12-5-23: *Backup Area 4. 1156 Camino del Vientos.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- II. 12-6-23: *Backup Area 4. 1142 Bulevar de Palmas.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- III. 12-6-23: *Backup Area 3. 1410 O/S Hwy.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- IV. 12-8-23: *Backup Area 4. 105 42<sup>nd</sup> St.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- V. 12-9-23: *Backup Area 4. 712 42<sup>nd</sup> St.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- VI. 12-10-23: *Backup Area 4.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- VII. 12-11-23: *Backup Area 5. 11287 O/S Hwy.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the

- Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- VIII. 12-13-23: *Backup Area 5 Remote. 8037 Gulf Stream Blvd.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- IX. 12-13-23: *Backup Area 5 Remote. 398 70<sup>th</sup> St.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- X. 12-15-23: *Backup Area 5. 611 101<sup>st</sup> St.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and Cleanout. He found the unit to be in good working order. He let the Homeowner know to call a plumber.
- XI. 11-21-23: *Backup Area 5. 58412 O/S Hwy.* The MOD phone received a call about Water Ponding at the property. False Alarm turned out to be FKA Water Line Break.
- XII. 12-22-23: *Backup Area 4. 4290 O/S Hwy.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- XIII. 12-22-23: *Backup Area 4. 1128 Calle Ensenada.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- XIV. 12-23-23: *Backup Area 4. 1154 Camino del Vientos.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.
- XV. 12-25-23: *Backup Area 3. 1468 O/S Hwy.* The MOD phone received a call about Water Ponding at the property. False Alarm turned out to be FKA Water Line Break.
- XVI. 12-25-23: *Backup Area 7. 58305 Morton St.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Grinder Pump Station and found that the Circuit Breaker tripped on the Control Panel. He reset the Breaker and put the unit back into operation. No Damage to property.
- XVII. 12-25-23: *Backup Area 7. 58486 Morton St.* The MOD phone received a call about a backup at the property. The Tech called in the Pump Truck to pump down the Station and found that both Stators were bad. He replaced both Stators and put the Station back into operation. No damage to property.
- XVIII. 12-27-23: *Backup Area 4. Corte de Brisas.* The MOD phone received a call about a backup at the property. The Tech responded and inspected the Vacuum Pit and the Cleanout. He found the Valve and Controller to be defective. He replaced both the Valve and Controller then proceeded to put the unit back into service. No damage to property.

## 6. Odor Complaints / Mitigation

We received no odor complaints in November for the collection system.

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

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

## D. Grants Update Summary

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

MEMORANDUM

Date: February 1 , 2024  
To: Honorable Mayor and City Council  
From: Paul Davis, Parks and Recreation Director  
Through: George Garrett, City Manager  
Subject: Parks and Recreation Monthly Report

**FEBRUARY 2024**

**PARKS AND RECREATION REPORT**

**PROGRAMS**

- The Gardens at Community Park – Open House and Plant Giveaway with Alex Gross is every Wednesday from 4:00 to 6:00 p.m.
- Pickleball numbers have gone up with the number of visitors coming to the park.
- Bocce Ball has started again. Play is Thursday afternoon from 1:00 to 4:00 p.m.
- Youth basketball games are Monday – Thursday starting at 5:30 pm.
- MYC Youth baseball had evaluations and their season begins the week of February 12<sup>th</sup>.
- Art in the Park Series with RS Sam Blyer. Six-week program with different art projects each week.
- Crafts with Dayra. RS Dayra Albernass visit local day care facilities and do craft projects with their students.

**EVENTS**

- Grand opening of new playground at Sombrero Beach. Scheduled to open Monday, February 5<sup>th</sup> at 9:00 am.
- CMPR - Cupid Carnival at Community Park, Friday, February 9<sup>th</sup> from 6:00 pm to 8:00 pm at the events field.
- CMPR - Neon Party at Community Park, Friday, February 23<sup>rd</sup> from 6:00 pm to 8:00 pm at the old skate park area.

## BEACHES

### Sombrero Beach

- We continue to sanitize and restock the toilet paper in the restrooms in the mornings, afternoons, and evening hours.
- Parks and Rec staff are at the beach Monday through Friday from 9:00 a.m. to 5:00 p.m. to greet visitors, answer questions, and monitor the beach area.
- Playground opening scheduled for Monday, February 5<sup>th</sup> at 9:00 am

### Coco Plum Beach

- All is well at Coco Plum Beach

## PARKS

### Jesse Hobbs

- All is well at Jesse Hobbs Park

### Community Park

- All is good at Community Park

### Ocean front / Events Field

- All is good at Ocean Front Park.

### Rotary Park / Dog Park

- All is good at Rotary Park

## ART IN THE PARK by Sam Blyer



**CRAFTS WITH MS. DAYRA – Dayra Albernas**



**PLANT GIVEAWAY – Alex Gross**



**YOUTH BASKETBALL – Jen Ward**



**SOMBRERO BEACH PLAYGROUND – Play by Design**



# JANUARY '24 BREAKDOWN

PERMITS READY FOR PAYMENT: 150

RE-CERT. 'S SUBMITTED: 71

ACTIVE PERMITS: 1305

CO'S ISSUED MONTH: 1 Residential

REPLACEMENTS: 0

BPAS HOMES: 0

AFFORD. BPAS: 0

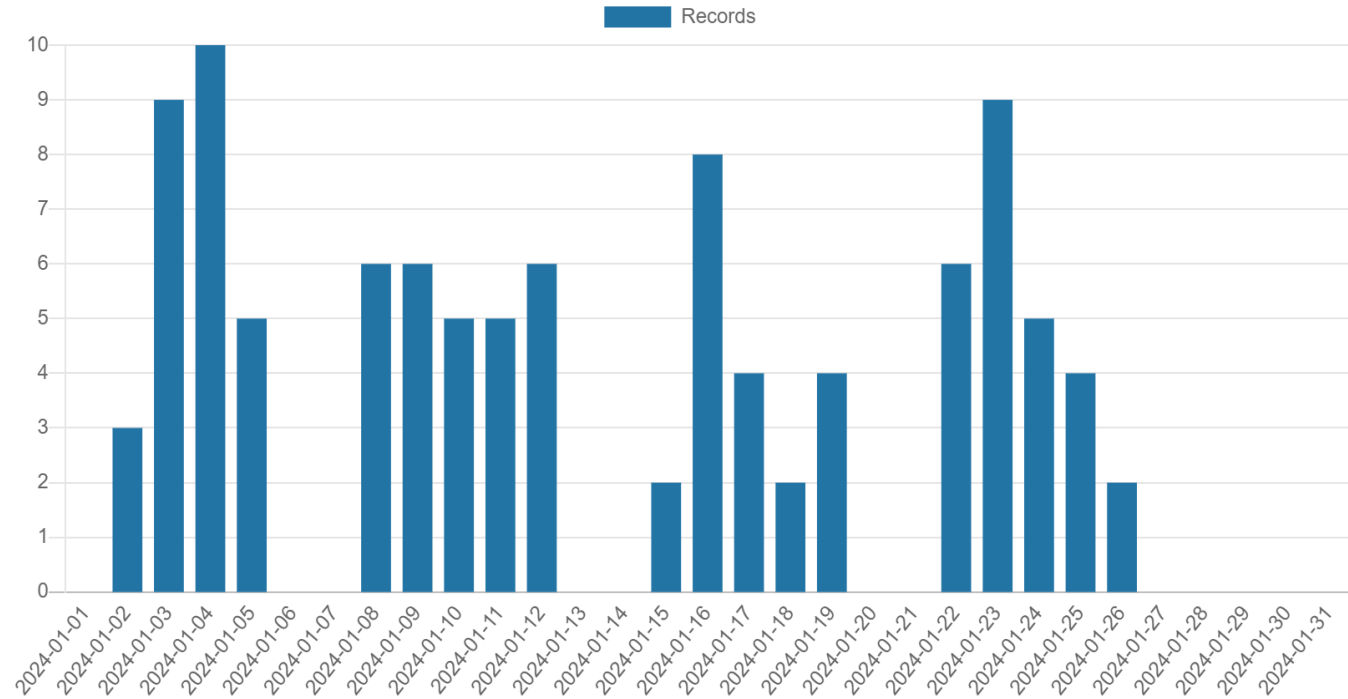
TBR HOMES: 1

REQ'S FOR PRIVATE PROVIDER: 46


PERMIT SUBMITTALS: 88


CONTRACTOR REGISTRATIONS: 13


Records submitted over time




## Totals

 **101**  
Records Created

 **931**  
Inspections Done

 **\$93,513.47**  
Revenue Collected

 **137**  
Permits Issued





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## Memorandum

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

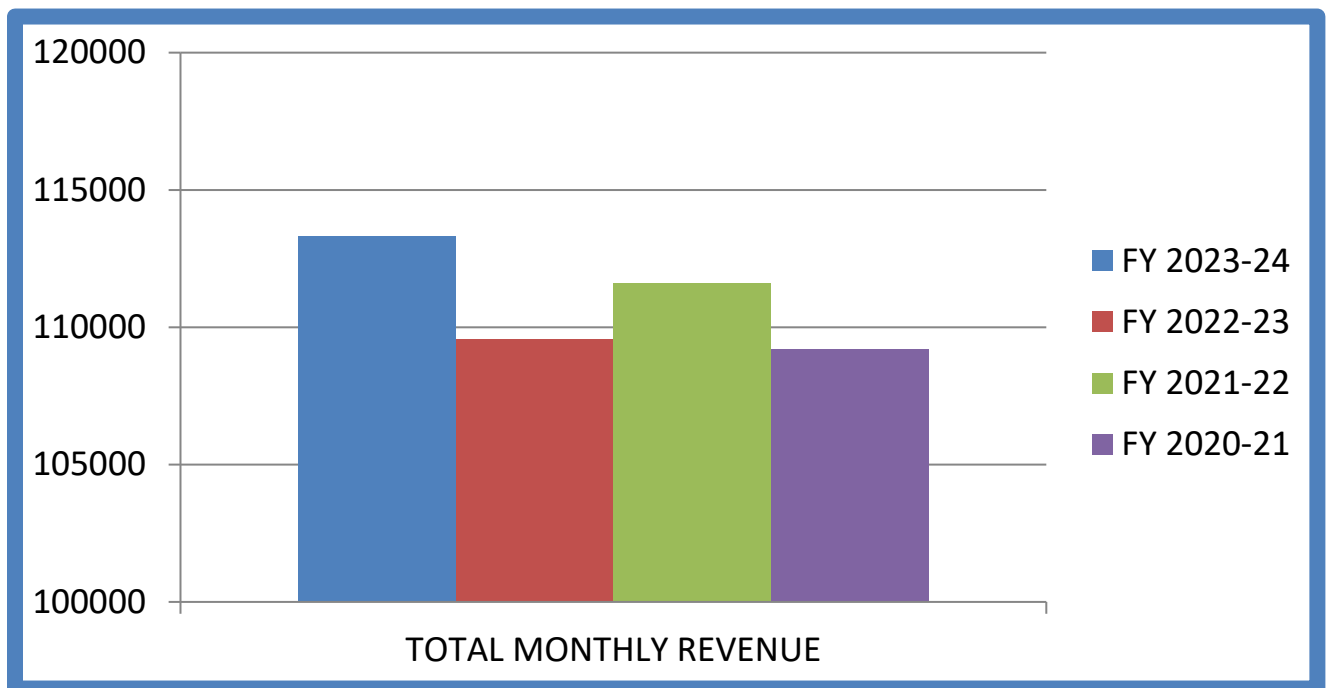
**Through:** George Garrett, City Manager

**From:** Sean Cannon, Ports Director

**Date:** February 13, 2024

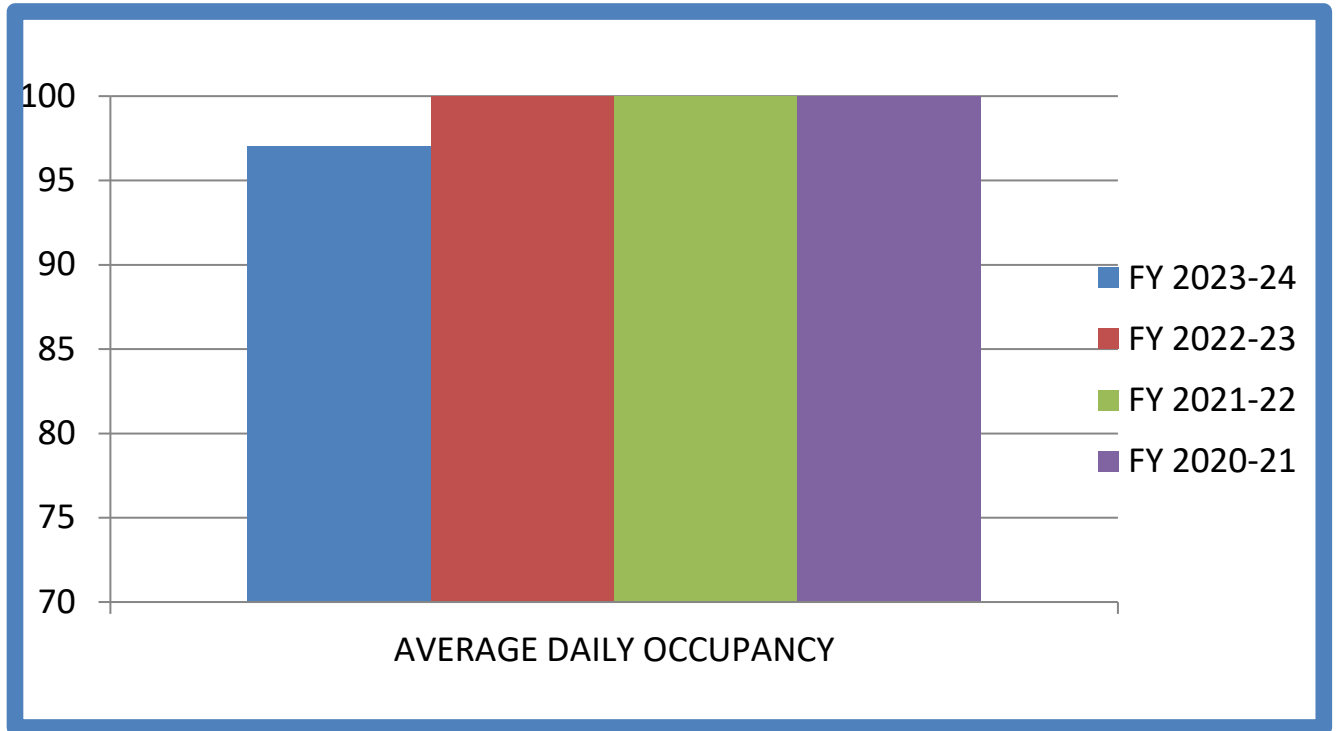
**Re:** January Monthly Report

Revenue: City Marina saw \$113,302 in total revenue for the month of January.





Occupancy: January's average daily occupancy was 97%.



**TOTAL TRANSIENT ARRIVALS:**

**\*IN-STATE VESSELS: 24**

**\*OUT-OF-STATE VESSELS: 24**

**\*FOREIGN VESSELS: 7**

**\*TOTAL VESSELS: 55**



**News:** New contractors went into contract with the City Marina to inspect, clean, and replace our mooring systems as needed. The first tri-annual inspection is due next month. There was a pre-bid meeting for the Marina storage loft build and has gone out to bid.

**Projects:** The ice machine needed some repairs done as it was not dispensing ice properly and was out of order for a short period of time. Pumps on the pumpout boats are worn out and we are looking into what is causing the problem with them not pumping as well as it should.

The cruisers have been hard at work to restore the community garden to its glory, and it now has flowers in bloom, tomatoes, and several types of herbs growing. See photo below.





CITY OF MARATHON  
**PUBLIC WORKS**

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

MEMORANDUM

DATE: February 13, 2024  
TO: Honorable Mayor and City Councilmembers  
FROM: Carlos A. Solis, P.E. Director of Public Works & Engineering  
THROUGH: George Garrett, City Manager  
SUBJECT: Public Works Update

---

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

**Capital Infrastructure Projects**

- **Marina & Station 14 Generators:** The new estimated delivery date for the fire station generator is March of 2024.
- **117th Street & 116th Street Bridge Replacement:** Contract has been executed and approved by FDOT and we anticipate the kick-off for the design this week. Construction is scheduled for the fall of this year...
- **112th Street Bridge:** We are in the negotiation process with the number one rank firm and expect to bring a resolution to council for the design work at the February meeting. The construction phase for this bridge is scheduled in the summer of 2025.

**Upcoming Projects:**

- **Seven Mile Marina:** Our CMAR is continuing their pre-construction services, value engineering the plans, and obtaining bids from the various trades, and we expect to bring the construction contract at the March meeting to begin construction work. Our environmental consultant has responded to the second RFI from both the ACOE and FDEP, and we are expecting our permits within the next month so work on re-construction of the docks can begin as well.
- **Quay Property Redevelopment** As previously mentioned, we have stopped work on the completion of the site design to further investigate the expansion of the boat

1??

Revised □ DATE \@ "M/d/yyyy" □2/5/2024

ramp on this property. Staff is currently working on the feasibility report to include minutes from discussion with FDEP, cost estimates, grant impact, and proposed site plan to accommodate both the new ramps and a park area. Upon final direction from Council, we will proceed accordingly.

- **Quay Restroom:** We received the preliminary budget from our CMAR and are reviewing the cost to bring a contract to council for approval.
- **City Hall Air Conditioning Replacement:** The new rack to address the increased number of condensing units was finally delivered, and the contractor has begun the final phase of the work. We expect to be completely finished and operational within the next 10 days.
- **Marina Storage Loft:** We have a resolution for approval of a contract to install a loft in the existing storage room to increase the storage for the marina. Work is expected to take 30 days once the Notice to Proceed is issued.

#### **General Public Works Issues and update:**

- **Building Plan Review:** The Public Works & Engineering department has processed 58 permits reviews, and 53 inspections for projects requiring engineering review and inspections in the last month. These are the numbers submitted for the previous report, and going forward we will be one month behind, as we often have to have our reports to the Clerk before the end of the month.
- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees for 2023, from April to the end of the year, was \$\$879,543.70 gross revenue and \$826.771 97 net revenue to the City.

The pay by phone app is now in service and signage is noted at all stations and additional signage is being installed. This will allow users to pay for parking without having to use the kiosk, and also add time from their phones if their stay at the beach is longer. It also eliminates the issue if a machine is temporarily down, especially at the ramps where there is only one station at each.

- Staff has completed the repair and installation of all ADA tactile surfaces at Sombrero Beach. We will continue this process at other locations throughout the City to maintain compliance with ADA requirements.

- Staff has removed the Tiki Bus shelter in front of the Kmart Shopping Center. The top structure is intact, and we will install at another location deemed appropriate for use by the City's residents.
- Our crews continue our R/W vegetation cutbacks, with Grassy Key being complete. We will be moving west along the City limits with the intention of completing all cutbacks by March.
- We recently had a heavy rainfall event, which impacted Sombrero Beach Road, and with the new pumping set-up, we had the water removed from all lanes within 3 hours.



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## CITY OF MARATHON FIRE RESCUE

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

### Memorandum

**Date:** 2/1/2024  
**To:** Honorable Mayor and City Council members  
**From:** John A. Johnson, Fire Chief  
**Through:** George Garrett, City Manager  
**Subject:** January Month End Report

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#### **ALARM RESPONSES**

	<b>January</b>
Fire Incidents	2
Hazardous Condition	2
Public Service	32
False Alarm Fire	14
Good Intent Call	20
EMS	110
Inter-facility Transfers	52
Total for Month:	<b>232</b>
Total Calls for Calendar 2024:	<b>232</b>

#### **FIRE PREVENTION**

	<b>January</b>
Fire Inspections	9
Fire Safety Plan Review	20
Vacation Rental Inspections	85
Occupational License Inspections	2
Annual Life Safety Inspections	0
Event Inspections	1
Annual State Inspections	1
DHR Follow-Up Inspections	0

## **VACATION RENTALS**

	<b>January</b>
Total Applications Processed	86
Vacation Rental Inspections	85
Total VR Fees Collected	\$76,350.00
Agent/Local Contacts Trained	18
Total VR Licenses Issued	83

## **OPERATIONS:**

### **• Training:**

- **Fire Officer Training:** All Fire Officers maintained daily incident management, continuing education.
- **EMS Training:** This month the Firefighters completed 80 hours of training. This training includes monthly medication exercises, updated protocols, and an EMS equipment refresher. We were also able to have a cadaver lab at the station for advanced training.
- **Fire Training:** All firefighters continue to conduct daily shift drills; they also completed NFPA 1410 hose drills. The department also received their annual airport inspection with annual drill, they passed with flying colors.
- **Tactical Medic Program:** This month one (1) firefighter participated in 8-hours of SWAT Call Out with MCSO. The department is in the process of holding tryouts for the addition to our SWAT medic program.
- **Combined Training:** Vector Solution software for all shifts, a total of 203 courses were taken, which totaled 88.70 hours of training.
- **Instructors on Staff:** We have a total of six instructors with live fire training certifications and seven EMS instructors.

## **BENEVOLENT FIREFIGHTER SERVICES**

The Benevolent met this month and discussed a new prospect to join our association. He is a local who is currently attending classes at FKCC. We always look forward to expanding our benevolent team. As always, we continue to support recruitment of additional personnel coordinated through the Marathon Fire Rescue Benevolent Association.



## **INFORMATION**

As we start 2024 the Fire Department wishes everyone a safe and productive new year. We are persistent to recruit new employees to fill some vacancies within the department. Currently, the department is planning to fill 2 firefighter paramedic positions. As we continue to expand our department, we are excited to welcome new faces.

Marathon High School Program is in high gear and students are preparing to take their Emergency Medical Response state certification exam. The cadets are proactive and learn more each day.

The department has been working on vehicle replacement and a new fire engine will be ordered with a 41-month build wait. Therefore, we are about 3.5 years out. An issue we are facing is a change for the EPA requirements for the engine.

As we move forward in the new year as always, we can't forget the storm season. It is never too soon to ensure you and your family's safety.

## **PUBLIC OUTREACH IN JANUARY:**

Wounded Warrior Luncheon

## **ACTIVITIES ATTENDED IN JANUARY:**

Weekly Director Call (4)

City Council Meeting

KCB Meeting

Celtic Festival Standby

Bound Tree Meeting

Guest Reader for Literacy Week (2)

KCB Golf Tournament

Circus Standby (4)

**Probationary Firefighters, Justin Neo, and Shaheem Sutherland read to the children at Stanley Switlik for Literacy week!**





**Driver Engineer, Lanny Woodbury also visits the kids during literacy week!**



# CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** February 13, 2024  
**To:** Honorable Mayor and Council Members  
**From:** Brian Shea, Planning Director  
**Through:** George Garrett, City Manager

**Agenda Item:** **Resolution 2024-15**, Consideration Of The Request For A Third 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, More Specifically Allowing For The Marina To Be Public Use; And Providing For An Effective Date.

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## RECOMMENDATION:

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

- APPROVE - Convert the marina from a private to a public marina;
- APPROVE – The removal of the location limiting language referencing the conceptual site plan, and remove the architectural standards.

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

**AGENT:** A.J. Davila / Smith Hawks

**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 third Amendment to their Development Agreement (Resolution P2005-087) to:

- Convert the marina from a private marina to a public marina.

## FUTURE LAND USE MAP DESIGNATION:

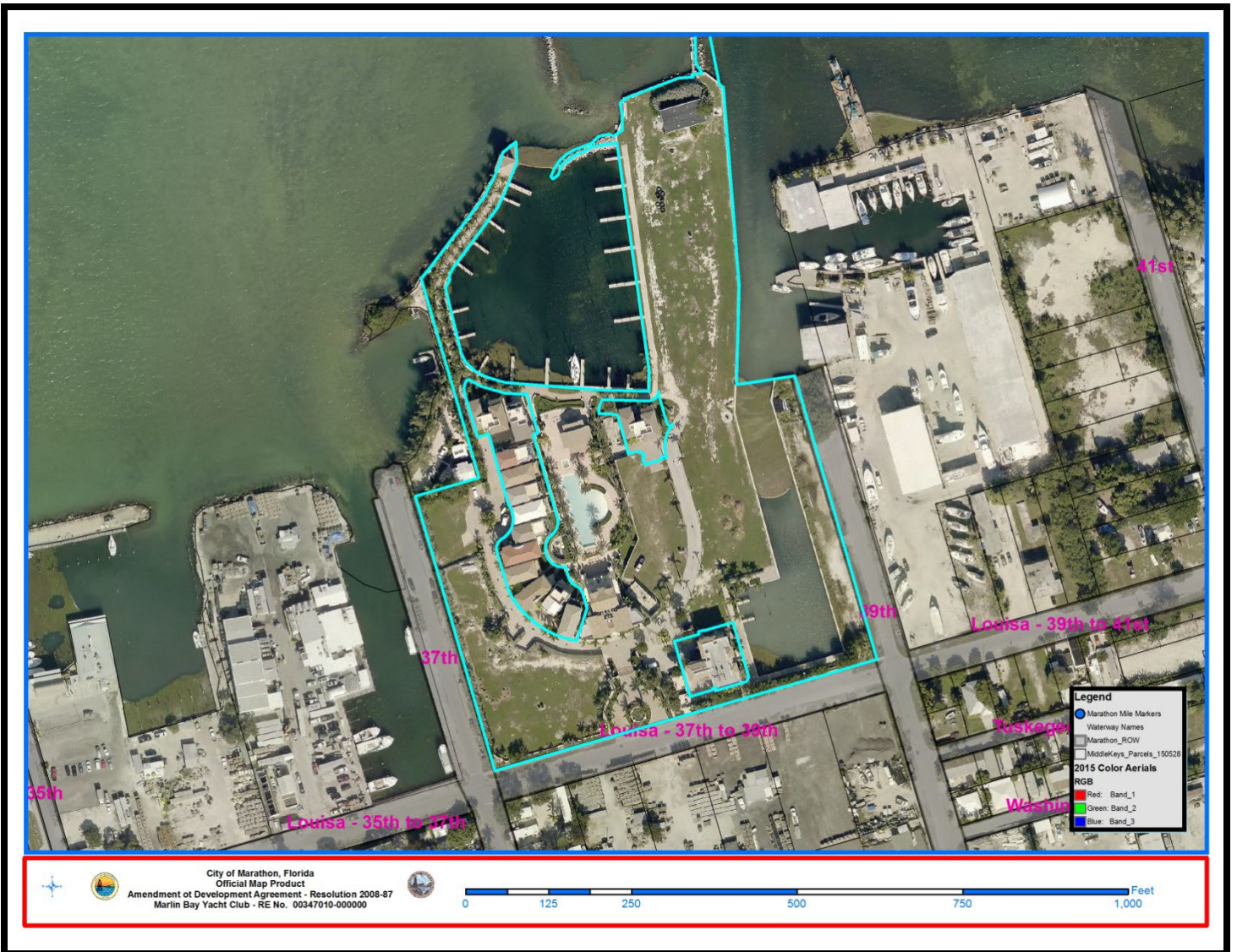
*Current – Residential High (RH) / Mixed Use (MU)*

## 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



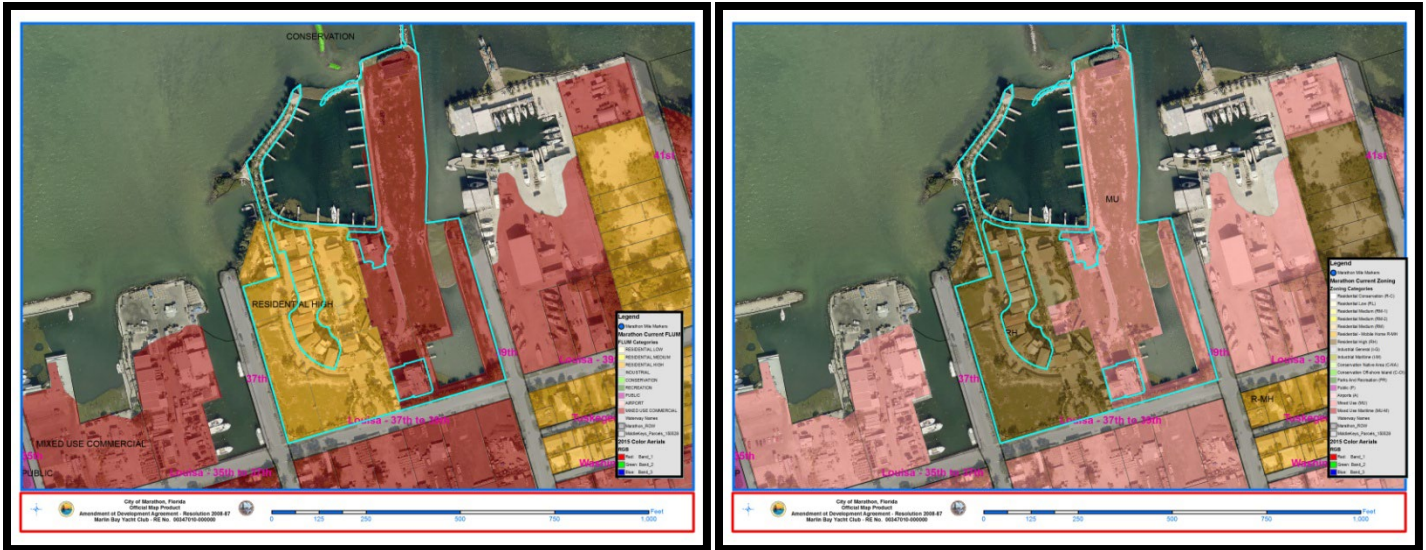
**SURROUNDING FLUM, ZONING AND USES:**

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

	<b><i><u>Existing FLUM</u></i></b>	<b><i><u>Existing Zoning</u></i></b>	<b><i><u>Existing Uses</u></i></b>
<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)	Vacant / Commercial Boat Yard

## 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.

### 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 convert the existing marina from a private marina to a public 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 convert the existing marina from a private marina to a public 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 original Agreement. All 92 units on site must have 2 parking spaces required per code. The marina was able to sell ownership of slip to “nonmembers”, by making it public, the ownership portion is removed, but the parking spaces are still required pursuant to the LDRs. This requirement is 1 parking space per 2 slips.

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.

Staff finds the request is *not 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 - Convert the marina from a private to a public marina;
- APPROVE – The removal of the location limiting language referencing the conceptual site plan, and remove the architectural standards.

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE THIRD 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, MORE SPECIFICALLY ALLOWING FOR THE MARINA TO BE PUBLIC USE; 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.

**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 open to the public.

**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 13<sup>th</sup> DAY OF FEBRUARY 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Robyn Still, 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

PREPARED BY AND RETURN TO:  
BARTON W. SMITH  
SMITH HAWKS, PL  
138 SIMONTON STREET  
KEY WEST, FL 33040  
(305) 296-7227

---

SPACE ABOVE LINE BLANK FOR RECORDING PURPOSES

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

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

**WHEREAS**, the Original Development Agreement, the First Amended Agreement, and the Second Amended Agreement authorized the Owner 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 Second Amended Agreement, the Owner has requested certain amendments to the Second Amended Agreement, set forth herein, and the City agrees that these amendments are desirable, 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 First Amendment Agreement accordingly 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 January 9<sup>th</sup> 2024 and February 13<sup>th</sup> 2024 to consider this Agreement, the recommendations of the Planning Commission, and 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 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 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."

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

a. **Duration of Agreement.** This Agreement shall remain in effect for a period of ten (10) 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)** An additional seventy-one (71) market rate Dwelling Units. Totaling ninety-two (92) total Dwelling Units as depicted on the Conceptual Site Plan for the Marlin Bay Yacht Club attached hereto as Exhibit “E”, 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)** 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 forty two (42) 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 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 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 ~~will~~ may consist of ninety-nine (99) wetslips ~~and related facilities and will be owned and operated by the Marlin Bay Yacht Club. Each upland Market Rate residential dwelling unit purchaser shall be considered a “resident” for purposes of this Agreement, and is required to purchase a membership in the Marlin Bay Yacht Club, which shall include a wetslip in the marina. In addition, as specifically provided herein, the Marlin Bay Yacht Club also may sell memberships, which shall include a wetslip in the marina, to person~~

~~who are not residents (“nonresidents”) of the Marlin Bay Yacht Club community. Prior to execution of membership agreements by nonresidents, the Owner shall submit, for review by the City attorney and approval by the City Planning Director, language regarding use of the marina and related facilities, including parking, that will be included in such membership agreements~~ 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) wetslips 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.

(ii) The Owner shall provide one (1) parking space ~~for each marina wetslip that is used by a nonresident member of the Marlin Bay Yacht Club. Once the building permits have been issued for the final phase of residential development on the Property, memberships in the Marlin Bay Yacht Club will no longer be sold to nonresidents, unless the Owner provides off street parking~~ per two (2) wet slips at the marina as required under Table 107.46.1 of the ~~2007~~-LDRs applicable to marinas ~~to accommodate nonresident parking~~ 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.

(v) Vessels at the marina may not be leased or rented solely for lodging. Vessels at the marina may not be rented or leased for vacation rental purposes. Vessels moored at slips in the marina may only be utilized for overnight accommodations by the registered owner of the vessel (including their family and guests) and boaters (including their family and guests) that navigate the vessel to or from the marina.

**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. Schematics.** All redeveloped residential units constructed on the Property shall adhere to one of the architectural styles and of the representative floor plans depicted in the schematics in Attachment 1 of this Agreement.~~

**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.

**20. Assignment.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the parties hereto, their 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, 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: \_\_\_\_\_  
Robert Dorfman, Director

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

The foregoing instrument was acknowledged before me by means of physical presence on this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by Robert Dorfman as Director of Marlin Bay Property Investments, Inc., 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 13th day of February, 2024, the City Council of the City of Marathon approved this Agreement by Resolution No. 2024-15.

CITY OF MARATHON

By: \_\_\_\_\_  
ROBYN STILL, MAYOR

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
DIANE CLAVIER, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

\_\_\_\_\_  
STEVE WILLIAMS, CITY ATTORNEY

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

- |           |  |
|-----------|--|
| EXHIBIT A | LEGAL DESCRIPTION OF MARLIN BAY YACHT CLUB<br>PROPERTY                         |
| EXHIBIT B | DEVELOPMENT AGREEMENT FOR MARLIN BAY YACHT CLUB                                |
| EXHIBIT C | FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT<br>FOR MARLIN BAY YACHT CLUB  |
| EXHIBIT D | SECOND AMENDED AND RESTATED DEVELOPMENT<br>AGREEMENT FOR MARLIN BAY YACHT CLUB |
| EXHIBIT E | CONCEPTUAL SIE 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 2021-21 incorporated herein by reference  
Recorded in Monroe County Public Records Book 3099, Page 1170**

**EXHIBIT E**

**CONCEPTUAL SIE PLAN FOR MARLIN BAY YACHT CLUB**

**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 2021-21 incorporated herein by reference  
Recorded in Monroe County Public Records Book 3099, Page 1170**

**EXHIBIT E**

**CONCEPTUAL SIE PLAN FOR MARLIN BAY YACHT CLUB**



**CITY COUNCIL AGENDA STATEMENT**

**Meeting Date:** February 13, 2024  
**To:** Honorable Mayor and City Council  
**From:** George Garrett, City Manager

**Agenda Item:** **Ordinance 2024-03**, Amending Chapter 6-95, “Existing Buildings,” Concerning The Certification Of Existing Buildings Subject To The Standards Of The Chapter And Section; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date.

**BACKGROUND**

The Existing Building Ordinance was adopted in response to the Surfside building collapse and prior to current State Statutory standards. The Ordinance was predicated upon an existing Ordinance from Miami-Dade and then modified to fit the conditions in existence in the City of Marathon, Florida. The City understood that the Ordinance would potentially be modified based on changing circumstances and in this case is being expanded to allow any qualified, certified engineer to submit reports under the Ordinance. It is for the health, safety, and welfare and in the best interest of its citizens that the City of Marathon, Florida adopts this Ordinance.

**CONSISTENCY CHECKLIST:**

	<b>Yes</b>	<b>No</b>
1. Comprehensive Plan	_____	___X___
2. Other – 2010 Sewer Mandate	_____	___X___

**FISCAL NOTE:**

None

**APPROVED BY FINANCE DIRECTOR:**

NA

**RECOMMENDATION:**

Approval

# 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 2023-03 Amending Existing Buildings Ordinance regarding building inspections and the criteria for engineer certification**

## Applicable Exemptions:

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



**Business Impact Estimate:**

The City of Marathon hereby publishes the following information:

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

Ordinance 2023-03 Amends Chapter 6-95 of the City's Code to broaden the potential suite of engineers that could carry out inspections under the City's Ordinance for building recertification. This is clearly a public health, safety, and welfare issue.

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 2023-03 does not impose any additional direct compliance costs on the citizens or businesses of the City. It will allow more engineers to qualify to carry out structural building inspections within the City. This may actually reduce costs to businesses.

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

Ordinance 2023-03 does not impose a new charge or fee on businesses as the ordinance pertains to the required structural inspections of concrete buildings. Fees for such permits have already been set and will not change.

- (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 changes.

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

No changes.

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

No additional information.

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

Sponsored by: Garrett  
Introduction Date: January 9, 2024  
Public Hearing Dates: January 9, 2024  
February 13, 2024  
Enactment date: 5 days post adoption

**CITY OF MARATHON, FLORIDA  
ORDINANCE 2024-03**

**AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING CHAPTER 6-95, “EXISTING BUILDINGS,” CONCERNING THE CERTIFICATION OF EXISTING BUILDINGS SUBJECT TO THE STANDARDS OF THE CHAPTER AND SECTION; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES, CITY OF MARATHON, FLORIDA; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Existing Building Ordinance was adopted in response to the Surfside building collapse and prior to current State Statutory standards ; and

**WHEREAS**, the Ordinance was predicated upon an existing Ordinance from Miami-Dade and then modified to fit the conditions in existence in the City of Marathon, Florida; and

**WHEREAS**, the City understood that the Ordinance would potentially be modified based on changing circumstances and in this case is being expanded to allow any qualified, certified engineer to submit reports under the Ordinance; and

**WHEREAS**, it is for the health, safety, and welfare and in the best interest of its citizens that the City of Marathon, Florida adopts this Ordinance; and

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

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

**SECTION 2.** Amend the City Code of Ordinances, Chapter 6, Section 6-95 “Existing Buildings” as shown in Exhibit A

**SECTION 3.** The Provisions of the Code of Ordinances, City of Marathon, Florida and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

~~Strikethrough~~ = deletion      **bold underline** = addition

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

**SECTION 5.** This Ordinance shall be effective immediately upon adoption and the limits of the City's appeal period.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9<sup>th</sup> DAY OF JANUARY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Roby Still, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

(City Seal)

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

---

Steven Williams, City Attorney

~~Strikethrough~~ = deletion

**bold underline** = addition

Sponsored by: Council

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA EXTENDING BY AN ADDITIONAL THREE YEARS THE CONTRACT FOR THE POSITION OF CITY MANAGER BETWEEN THE CITY OF MARATHON, FLORIDA AND MR. GEORGE GARRETT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on November 10, 2020 the City Council pursuant to Resolution 2020-89 approved a Contract between the City of Marathon and Mr. Garrett to become its City Manager; and

**WHEREAS**, under the terms of Section 2 of the Contract the City Council may renew the Contract by agreement of the two parties; and

**WHEREAS**, the City Council in majority has reviewed the performance of Mr. Garrett and has determined that his performance exceeds standards set forth in the Contract; and

**WHEREAS**, the City Council has determined by affirmative vote of this Resolution to extend the term of Mr. Garrett's Contract by an additional three (3) years through February 13, 2027; and

**WHEREAS**, said Contract extension is determined to be 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 City Council hereby approves the Contract Extension between the City of Marathon, Florida and George Garrett as its City Manager. Said Contract is attached hereto as Exhibit "A."

**Section 3.** This resolution shall take effect immediately upon approval by the City Council.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF FEBRUARY 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Roby Still, 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

**EMPLOYMENT AGREEMENT - EXTENSION**

This Extension to the Employment Agreement (the “Agreement”) is made and entered into this 13<sup>th</sup> day of February 2024, by and between the City of Marathon, Florida, a Florida municipal corporation (the “City”) and George S. Garrett (“City Manager”).

**WITNESSETH:**

**WHEREAS**, Section 7(3) of the City Charter provides that the City Manager shall be the chief administrative officer of the City; and

**WHEREAS**, it is the desire of the City to extend the services of the current City Manager; and

**WHEREAS**, the City Manager desires to be employed as the City Manager for the City.

**WHEREAS**, the terms of the original Employment Agreement have been fulfilled and otherwise stand,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

**SECTION 1. TERM**

This Extension to the Agreement shall be for an additional term of three (3) years through February 13, 2027 and shall be renewable by further agreement of the parties.

[The Rest of this page is intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written above.

\_\_\_\_\_  
**George Garrett**

\_\_\_\_\_  
**Witness Signature**

\_\_\_\_\_  
**Printed Name**

**THE CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
**Roby Still, Mayor**

**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**



Sponsored by: Council

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2020-89**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON,  
FLORIDA APPROVING THE PROPOSED CONTRACT FOR THE POSITION OF  
CITY MANAGER BETWEEN THE CITY OF MARATHON, FLORIDA AND MR.  
GEORGE GARRETT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on or about October 13, 2020 Charles Lindsey, current City Manager for the City of Marathon, submitted his resignation, now effective November 12, 2020; and

**WHEREAS**, the City Council voted 3/2 at a Special Call meeting held on October 29, 2020 to approve hiring Mr. George Garrett, currently the City's Planning Director, as the City Manager; and

**WHEREAS**, the Council directed that the City Attorney and Mr. Garrett to negotiate a Contract which they would bring back to the Council at the next Council meeting or as soon as possible; and

**WHEREAS**, the Council also directed that the Contract should provide certain terms, particularly that the City Manager, in this case, would retain the title of Planning Director in order to continue a high-level oversight of that Department; and

**WHEREAS**, said Contract is determined to be 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 City Council hereby approves the Contract between the City of Marathon, Florida and George Garrett as its City Manager. Said Contract is attached hereto as Exhibit "A."

**Section 3.** This resolution shall take effect immediately upon approval by the City Council.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON,  
FLORIDA, THIS 10TH DAY OF NOVEMBER 2020.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
Mayor Luis Gonzalez

AYES: Senmartin, Bartus, Zieg, Gonzalez  
NOES: Cook  
ABSENT: None  
ABSTAIN: None

**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

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this 10<sup>th</sup> day of November 2020, by and between the City of Marathon, Florida, a Florida municipal corporation (the "City") and George S. Garrett ("City Manager").

### **WITNESSETH:**

**WHEREAS**, Section 7(3) of the City Charter provides that the City Manager shall be the chief administrative officer of the City; and

**WHEREAS**, it is the desire of the City to secure and retain the services of the City Manager; and

**WHEREAS**, the City Manager desires to be employed as the City Manager for the City.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **SECTION 1. DUTIES**

The City Manager shall be the chief administrative officer of the City and shall perform the functions and duties specified in the City Charter and the City's Code of Ordinances, and shall also perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

The City Manager shall retain the title of Planning Director for the purposes of overseeing that Department and in the event that he chooses to relinquish the City Manager position or if the City Council in majority determines that the City Manager is not the best fit for the position.

### **SECTION 2. TERM**

This Agreement shall be for a term of three (3) years and renewable by further agreement of the parties. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Manager at any time, subject only to the provisions set forth in the City Charter and Section 11 of this Agreement. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to resign at any time from the City Manager position, subject only to the provisions set forth in Section 11 of this Agreement.

### **SECTION 3. COMPENSATION**

The City agrees to pay the City Manager for his services rendered an annual base salary of \$160,000.00 payable in equal biweekly installments. In addition to any performance-based increases, as specified in Section 16 of this Agreement, beginning in calendar year 2020, any cost-of-living increases will be provided at the same time to the City Manager consistent with those provided to other City employees generally.

The City requires, as early as possible, the City Manager to become a Credentialed City Manager by the International City/County Management Association ("ICMA"). The City Manager shall apply to become so credentialed by January of 2021. In addition to paying reasonable professional development expenses, as specified in Section 8 of this Agreement, if the City Manager is designated as a Credentialed

Manager by the ICMA, the City agrees to provide the City Manager with a five percent (5%) increase to the City Manager's base salary in effect at that point in time.

#### **SECTION 4. HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS**

The City shall provide the same health, dental, and vision insurance options provided to other City employees to the City Manager. Continued coverage will transition, as to payment amounts, on the Effective Date but shall otherwise continue in full pursuant to Mr. Garrett's employment as the Planning Director since his Effective Date in that position. Should the City not be able to provide health insurance coverage immediately due to policy constraints, it will compensate the City Manager for the cost of COBRA policies for the family until they can be added to the City's policy up to \$3,000.00.

In the Alternative, the City Manager may opt to take advantage of Medicare at his discretion.

The City shall provide term life insurance for the City Manger with coverage under its standard disability insurance policy.

The City shall provide term life insurance for the City Manager in the same amount as all other City employees.

#### **SECTION 5. DEFERRED COMPENSATION AND RETIREMENT**

The City shall pay, on the City Manager's behalf, into the 401(a) Retirement Plan each pay period the same percentage of City Manager's base salary as has been paid to Mr. Garrett in his employment as the Planning Director.

The City shall also provide the City Manager with a City-paid contribution, payable biweekly, to the City's 457 deferred compensation plan in an amount equal to ten percent (10%) of the City Manager's base salary, provided that such contribution shall not exceed the maximum allowable contribution as established annually by the IRS.

The City Manager shall receive any deferred compensation retirement only with regard to one position and may not "double dip" benefits.

#### **SECTION 6. VACATION AND SICK LEAVE**

The City Manager shall earn and be credited with Vacation Leave at a rate equal to the highest rate earned by any other employee of the City. The amount will be capped in accordance with the City's policy, currently 152 hours.

The City Manager shall receive the same Sick Leave that is provided to other full time City employees.

#### **SECTION 7. PROFESSIONAL DEVELOPMENT**

The City recognizes that the City Manager's attendance at professional development and training courses are beneficial to both the City Manager and the City. The City agrees to budget for and pay for

reasonable and customary travel and subsistence expenses of the City Manager to attend courses and seminars that are necessary for his professional development related to City issues.

#### **SECTION 8. GENERAL BUSINESS EXPENSES**

The City shall pay reasonable and necessary professional dues and subscriptions for the City Manager to participate in national, regional, state, and local associations and organizations essential for the City Manager's continued professional development.

#### **SECTION 10. OFFICE EQUIPMENT**

The City shall provide the City Manager with the use of desktop and laptop computers with appropriate software, a cellular telephone (PDA/smartphone) and such other equipment as may be necessary for the City Manager to make himself available to perform his duties and to be able to maintain communication with the City Council, City staff, and City residents at all times, as approved in the City's annual budget.

#### **SECTION 11. TERMINATION AND SEVERANCE PAY**

The City Manager serves at the pleasure of the City Council. The City may, at any time whatsoever, for any lawful reason whatsoever terminate the employment of the City Manager by an affirmative vote of a majority of the entire City Council as prescribed by the City Charter. In such event, the City Council will give written notice of termination to the City Manager of the decision of the City Council not less than thirty (30) days prior to the effective date of the termination of employment. The City Manager will be entitled to a lump sum severance payment equal to twenty (20) weeks of base salary in compliance with Section 215.425(4)(a), Florida Statutes, to be paid on the effective date of the termination of employment at the City Manager's rate of pay on the date of separation from employment.

The City shall not be required to pay the severance payment set forth in the above paragraph in the event the City Council terminates the employment of the City Manager because of an adjudication of guilt of any felony, or because of a finding of misconduct as defined by Section 443.036(29), Florida Statutes. Changes to Section 11 ("Termination and Severance Pay") as proposed by either party require a supermajority vote of the City Council. Severance pay is prohibited if the City Manager is terminated for misconduct as defined by Section 443.036(29), Florida Statutes. The current statutory language reads:

(29) "Misconduct," irrespective of whether the misconduct occurs at the workplace or during working hours, includes, but is not limited to, the following, which may not be construed in pari materia with each other:

(a) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.

(b) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.

(c) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.

(d) A willful and deliberate violation of a standard or regulation of this state by an employee of an employer licensed or certified by this state, which violation would cause the employer to be sanctioned or have its license or certification suspended by this state.

(e)1. A violation of an employer's rule, unless the claimant can demonstrate that:

- a. He or she did not know, and could not reasonably know, of the rule's requirements;
- b. The rule is not lawful or not reasonably related to the job environment and performance; or
- c. The rule is not fairly or consistently enforced.

2. Such conduct may include, but is not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

The City shall not be required to pay severance pay if the City Manager voluntarily and under free will resigns the position of City Manager. If the City Manager voluntarily resigns, then he shall give the City Council written notice no later than thirty (30) days prior to the effective date of the resignation of employment as City Manager.

This Agreement may also be terminated by mutual agreement, death, or retirement.

Unless otherwise specified in this Agreement, should the City Manager leave the employ of the City, the City Manager, or his beneficiary, shall be entitled to receive payment of all accrued and unused Vacation Leave, calculated at the City Manager's base salary in effect upon the date of termination.

## **SECTION 12. INDEMNIFICATION**

Pursuant to Sections 111.07 and 111.071, Florida Statutes, the City will provide a civil defense to any legal action brought against the City Manager. This section shall survive the termination of this Agreement or any other separation of the City Manager's employment.

## **SECTION 13. BOND**

The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law.

## **SECTION 14. NOTICES**

All notices, requests, and other communications required or permitted to be given under this Agreement shall be in writing (including telefax or telecopy) and shall be sent by certified mail, postage prepaid, return receipt requested, or shall be hand delivered or delivered by a recognized national overnight courier service or shall be sent by electronic communication, whether by telefax or telecopy, addressed as follows:

If to City Manager: City Manager, City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

If to City: Mayor, City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050  
(With a copy to the City Clerk)

## **SECTION 15. HOURS OF WORK/EXCLUSIVE EMPLOYMENT**

The City Manager acknowledges that the proper performance of the duties of the position will require the City Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable time off be permitted the City Manager, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the City Manager's Office.

The City Manager shall remain in the exclusive employ of the City and shall not accept any other employment during the term of this Agreement without the prior approval of the City Council.

The City encourages the City Manager to accept invitations to speaking engagements or other opportunities to communicate with the community, to make use of and share data and information with relevant persons and groups, and encourages the City Manager to participate in pertinent seminars, groups, associations, and organizations, as well as in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the City Manager to perform his duties.

The City Manager shall be entitled to the same official paid holidays as all other employees.

## **SECTION 16. PERFORMANCE EVALUATION**

The City Council shall at six months and at the annum in the first year and annually thereafter review and evaluate the performance of the City. The first bi-annual review and evaluation under this Agreement shall take place at the first regular City Council meeting six months from the Effective Date of this Agreement. Annual evaluations shall occur at a regular City Council meeting approximately one year from the Effective Date of the Agreement and in each year in succession.

The review and evaluation may be in accordance with specific written criteria developed by the City Council, in conjunction with the City Manager. Further, the individual Council Members shall provide the City Manager with the written evaluations and provide the City Manager ample opportunity to respond. In effecting the provisions of this section, the City and the City Manager mutually agree to abide by the provisions of applicable law.

If the City Manager receives an above average evaluation, the City agrees to provide an increase between 3 and 5 percent of the then current base salary of the City Manager. The exact amount shall be

determined by City Council and shall be effective on the first day of the pay period immediately following approval of the increase by City Council.

#### **SECTION 17. NO REDUCTION IN BENEFITS**

The City shall not at any time during this Employment Agreement take action to reduce the salary, compensation, or any other benefits of the City Manager without the written consent of the City Manager.

#### **SECTION 18. EFFECTIVE / ANNIVERSARY DATES**

This Agreement shall become effective on the date approved by the City of Marathon City Council. Accordingly that date shall become the Anniversary Date of the City Manager's employment with the City.

To the extent meaningful, the City Manager's time in service in the position of Planning Director, shall not be lost or erased, in consideration of any such benefits as may accrue to such service, other retirement, benefits, etc. – date is December 11, 2007.

#### **SECTION 19. OPERATION OF THE CITY**

The City Manager shall have the responsibility for the management and operation of the City's Departments, including Finance, the Marina, Parks & Recreation, Public Works, Utilities, City Clerk, Information Technology (IT), Building, Planning, and Code Compliance Departments. He shall be responsible for overseeing the development and implement of the City's budget and budget priorities.

The City Manager shall, along with the City Council's only other direct employee, the City Attorney, work to operate the City of Marathon pursuant to its adopted Charter and all lawful amendments thereto. The City Manager and the City Attorney positions shall operate co-equally to ensure the efficient operation of City matters.

#### **SECTION 20. ETHICAL COMMITMENTS**

The City Manager shall not endorse candidates, make financial contributions, sign or circulate petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the City, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The City shall support the City Manager in keeping these commitments by refraining from any order, direction, or request that would require the City Manager to undertake any of the aforementioned activities. Specifically, neither the City Council nor any individual member thereof shall request the City Manager to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The City Manager voluntarily agrees to this and shall not cause this provision to formulate any claim against the City whatsoever. The City Manager acknowledges the above is in no way a restriction on his freedom of speech, and if so claimed is deemed immediately invalid.

#### **SECTION 21. AUTOMOBILE**

The City Manager, at his discretion, may use a City vehicle in the performance of his duties and responsibilities as the City Manager.



## **SECTION 22. MISCELLANEOUS PROVISIONS**

It is understood and agreed that this document incorporates all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the City Manager.

Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Monroe County, only after mediation to be held within thirty (30) days of notice of any claim or breach between the parties.

Both the City and the City Manager knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceeding that may be initiated by either party with respect to any term or condition of this Agreement.

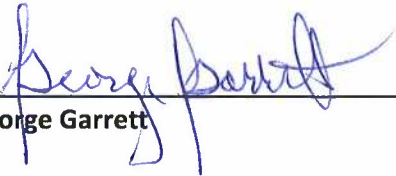
Either party may request the renegotiation of any provision of this Agreement at any time. If the parties are unable to reach agreement, these terms will remain unchanged.


If the City Manager dies during the term of his employment, the City shall pay to the estate of the City Manager the compensation which would otherwise be payable to the City Manager up to the end of the month in which his death occurs.

This Agreement will be construed and interpreted according to its language and not strictly against either the City Manager or the City, regardless of authorship.

This Agreement shall create no rights or claims whatsoever in any person other than a party hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement the day and year first written above.

  
George Garrett

  
Witness Signature

  
Printed Name

THE CITY OF MARATHON, FLORIDA

  
Luis Gonzalez, Mayor

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

COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and Council Members  
From: Dan Saus, Utility Director  
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-17** Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of upgraded PLC hardware, software, and required installation services from Integrated Controls, Inc., In An Amount Not To Exceed \$326,444.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The city’s wastewater treatment plants are now nearly 15 years old, and the PLC’s (industrialized computers) that run the plants have been made obsolete by the manufacturer requiring the city to upgrade to newer style PLC’s that can be supported for the foreseeable future. This purchase may be reimbursable by ACOE grant funding. Six quotations were supplied one for hardware and one for software and installation for each wastewater treatment facility.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

The Adopted FY24 Wastewater Utility Budget includes appropriations of \$1,066,150 for Repairs and Maintenance of Equipment, although this specific project was not anticipated.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “SOLE SOURCE” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF UPGRADED PLC HARDWARE, SOFTWARE AND REQUIRED INSTALLATION SERVICES FOR AREA 3, 4, 6, & 7 TREATMENT PLANTS FROM INTEGRATED CONTROLS INC., IN AN AMOUNT NOT TO EXCEED \$326,444.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2015-04, the City adopted purchasing policies and procedures (the “Purchasing Policies and Procedures”) after determining that it was fiscally prudent and in the City’s best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

**WHEREAS**, the Purchasing Policies and Procedures allow the City Council to enter into contracts for materials, supplies, equipment, public improvements or services without competitive bidding by utilizing existing contract terms and prices entered into by other local, state or federal governmental authorities that followed a competitive bidding procedure leading to the award of the contract in question; and

**WHEREAS**, the City desires to take advantage of the Sole Source purchasing procedure, to purchase upgraded PLC hardware, software, and required installation services from Integrated Controls, Inc. (the original PLC supplier and PLC supporter since the plants were built) which may be submitted for reimbursement from the ACOE Grant.

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

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

**Section 2.** The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the purchase of upgraded PLC hardware, software, and required installation services from Integrated Controls, Inc. in an amount not to exceed \$326,444.00 as described in the attached quotations.

**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 13<sup>th</sup> DAY OF FEBRUARY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Robyn Still**

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

**Proposal #02165-37-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)



Re: Marathon, FL WWTP Service Area 3 (SA3) - SBR Control System PLC Migration

Casey:

This proposal is based on phone calls and emails through November 28, 2023 and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA3 - SBR Control System PLC Migration:**

The Moxa SBR Controller (SBRC) and Q-term HMI hardware installed with your SBR control panel are now obsolete. We are recommending that the PLC system, SBRC, and Q-Term hardware be replaced with our new SBR controller that is embedded in an Allen-Bradley CompactLogix PLC application (SBRLogix). The SBRLogix software/hardware conversion will eliminate the need for the co-processor hardware currently installed with your system. This conversion includes the following hardware replacements.

- Replace the existing 10A single pole circuit breaker with a new 10A single pole circuit breaker.
- Replace the existing single pole surge suppressor with a new single pole surge suppressor.
- Replace the existing Koyo D4-450 PLC system and I/O hardware with new Allen-Bradley CompactLogix PLC and I/O hardware to match existing I/O.
- Replace the existing Moxa SBRC with our new SBR controller application embedded into the PLC code (SBRLogix).
- Replace the existing Q-Term HMI with a new PanelView Plus 7 standard 10" color touchscreen HMI.
- The event printer will no longer be used with the installation of SBRLogix. Step changes are recorded in the PLC memory and the program will store the most recent 500 SBR step changes along with the timestamp, calculated flow rate, tank level and time in previous step to a string array named "Printout", and this array will be viewable from the OIT.
- Revised electrical schematics for the SBR control panel will be provided reflecting the newly installed hardware.
- Configure the existing AVEVA Intouch and WIN-911 applications on both the primary and back-up PC workstations for communication with the new CompactLogix PLC system tag data and SBRLogix setpoints.
- Installation of Rockwell Automation Studio 5000 Lite Edition PLC programming software onto the SCADA PC workstations.
- Coordination with the Re-Pump Control System for integrating PLC tag data between the Re-Pump Control System and the SBR Control System.
- Coordination with the Chemical Feed System for integrating PLC tag data between the Chemical Feed Control System and the SBR Control System.

15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600

**On-Site Services:**

- One (1) trip for two (2) ICI control system technicians to the project site for installation of the new PLC/OIT hardware and SCADA system configurations. The trip includes five (5) days inclusive of travel time, travel expenses and three (3) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the control panel hardware is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**Delivery:**

Typical delivery lead-time of the new hardware/software is eight (8) weeks from receipt of a purchase order; however, due to current supply chain issues our actual lead-time is contingent on the availability of materials at the time of ordering. The hardware installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms - 25% down, 75% upon completion, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA3 SBR Control System PLC Migration..... \$ 51,398.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)



**Proposal #02165-41-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)

Re: Marathon, FL WWTP Service Area 3 (SA3)  
SCADA HMI Software Migration

Casey:

This proposal is based on phone calls and emails through December 13, 2023, and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA3 – SCADA HMI Software Migration:**

Integrated Controls, INC (ICI) still supports the AVEVA InTouch HMI software and associated Kepware drivers currently installed with your SCADA HMI PC workstations; however, ICI is installing the current version of Rockwell Automation FactoryTalk View SE with our new SCADA HMI system offerings. ICI has found that the current version of FactoryTalk View SE is to be robust, stable, and competitive compared to AVEVA InTouch HMI, and FactoryTalk View SE is designed by the same manufacturer as the PLC and OIT hardware we are recommending for the SBR Control Panel. This software conversion includes the following software changes.

- Replace the existing AVEVA Intouch applications and Kepware drivers on both the primary and back-up PC workstations with FactoryTalk View SE Server 25 display perpetual licenses with redundancy failover.
- Each of the two (2) PC Workstations will include the following licenses:
  - FactoryTalk View SE Server 25 display
  - FactoryTalk View SE Redundant Server 25 display
  - FactoryTalk View SE Client
- All licenses will include one year of Rockwell Automation support that will be quoted yearly for support subscription renewal. The software support period begins on the day of software purchase and not the day of installation.
- The existing WIN-911 alarm notification software will be configured for interfacing with the FactoryTalk View SE software.

**On-Site Services:**

- One (1) trip to the project site for installation and testing of the new SCADA HMI software. The trip includes four (4) days inclusive of travel time, travel expenses and two (2) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. If necessary, Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the SCADA HMI software is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600



**Delivery:**

The lead-time for configuration of the new SCADA HMI software will be within eight (8) weeks from receipt of a purchase order. The SCADA HMI software installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes any hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms – 100%, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA3 - SCADA HMI Software Migration ..... \$ 32,595.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-38-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)



Re: Marathon, FL WWTP Service Area 4 (SA4) - SBR Control System PLC Migration

Casey:

This proposal is based on phone calls and emails through November 28, 2023 and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA4 - SBR Control System PLC Migration:**

The Moxa SBR Controller (SBRC) and Q-term HMI hardware installed with your SBR control panel are now obsolete. We are recommending that the PLC system, SBRC, and Q-Term hardware be replaced with our new SBR controller that is embedded in an Allen-Bradley CompactLogix PLC application (SBRLogix). The SBRLogix software/hardware conversion will eliminate the need for the co-processor hardware currently installed with your system. This conversion includes the following hardware replacements.

- Replace the existing 10A single pole circuit breaker with a new 10A single pole circuit breaker.
- Replace the existing single pole surge suppressor with a new single pole surge suppressor.
- Replace the existing Koyo D4-450 PLC system and I/O hardware with new Allen-Bradley CompactLogix PLC and I/O hardware to match existing I/O.
- Replace the existing Moxa SBRC with our new SBR controller application embedded into the PLC code (SBRLogix).
- Replace the existing Q-Term HMI with a new PanelView Plus 7 standard 10" color touchscreen HMI.
- The event printer will no longer be used with the installation of SBRLogix. Step changes are recorded in the PLC memory and the program will store the most recent 500 SBR step changes along with the timestamp, calculated flow rate, tank level and time in previous step to a string array named "Printout", and this array will be viewable from the OIT.
- Revised electrical schematics for the SBR control panel will be provided reflecting the newly installed hardware.
- Configure the existing AVEVA Intouch and WIN-911 applications on both the primary and back-up PC workstations for communication with the new CompactLogix PLC system tag data and SBRLogix setpoints.
- Installation of Rockwell Automation Studio 5000 Lite Edition PLC programming software onto the SCADA PC workstations.
- Coordination with the Chemical Feed System for integrating PLC tag data between the Chemical Feed Control System and the SBR Control System.

15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600

**On-Site Services:**

- One (1) trip for two (2) ICI control system technicians to the project site for installation of the new PLC/OIT hardware and SCADA system configurations. The trip includes five (5) days inclusive of travel time, travel expenses and three (3) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the control panel hardware is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**Delivery:**

Typical delivery lead-time of the new hardware/software is eight (8) weeks from receipt of a purchase order; however, due to current supply chain issues our actual lead-time is contingent on the availability of materials at the time of ordering. The hardware installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms - 25% down, 75% upon completion, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA4 SBR Control System PLC Migration..... \$ 49,223.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-42-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)

Re: Marathon, FL WWTP Service Area 4 (SA4)  
SCADA HMI Software Migration



Casey:

This proposal is based on phone calls and emails through December 13, 2023, and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA4 – SCADA HMI Software Migration:**

Integrated Controls, INC (ICI) still supports the AVEVA InTouch HMI software and associated Kepware drivers currently installed with your SCADA HMI PC workstations; however, ICI is installing the current version of Rockwell Automation FactoryTalk View SE with our new SCADA HMI system offerings. ICI has found that the current version of FactoryTalk View SE is to be robust, stable, and competitive compared to AVEVA InTouch HMI, and FactoryTalk View SE is designed by the same manufacturer as the PLC and OIT hardware we are recommending for the SBR Control Panel. This software conversion includes the following software changes.

- Replace the existing AVEVA Intouch applications and Kepware drivers on both the primary and back-up PC workstations with FactoryTalk View SE Server 25 display perpetual licenses with redundancy failover.
- Each of the two (2) PC Workstations will include the following licenses:
  - FactoryTalk View SE Server 25 display
  - FactoryTalk View SE Redundant Server 25 display
  - FactoryTalk View SE Client
- All licenses will include one year of Rockwell Automation support that will be quoted yearly for support subscription renewal. The software support period begins on the day of software purchase and not the day of installation.
- The existing WIN-911 alarm notification software will be configured for interfacing with the FactoryTalk View SE software.

**On-Site Services:**

- One (1) trip to the project site for installation and testing of the new SCADA HMI software. The trip includes four (4) days inclusive of travel time, travel expenses and two (2) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. If necessary, Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the SCADA HMI software is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600**

**Delivery:**

The lead-time for configuration of the new SCADA HMI software will be within eight (8) weeks from receipt of a purchase order. The SCADA HMI software installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes any hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms – 100%, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA4 - SCADA HMI Software Migration ..... \$ 32,595.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-39-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)



Re: Marathon, FL WWTP Service Area 6 (SA6) - SBR Control System PLC Migration

Casey:

This proposal is based on phone calls and emails through November 28, 2023 and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA6 - SBR Control System PLC Migration:**

The Moxa SBR Controller (SBRC) and Q-term HMI hardware installed with your SBR control panel are now obsolete. We are recommending that the PLC system, SBRC, and Q-Term hardware be replaced with our new SBR controller that is embedded in an Allen-Bradley CompactLogix PLC application (SBRLogix). The SBRLogix software/hardware conversion will eliminate the need for the co-processor hardware currently installed with your system. This conversion includes the following hardware replacements.

- Replace the existing 10A single pole circuit breaker with a new 10A single pole circuit breaker.
- Replace the existing single pole surge suppressor with a new single pole surge suppressor.
- Replace the existing Koyo D4-450 PLC system and I/O hardware with new Allen-Bradley CompactLogix PLC and I/O hardware to match existing I/O.
- Replace the existing Moxa SBRC with our new SBR controller application embedded into the PLC code (SBRLogix).
- Replace the existing Q-Term HMI with a new PanelView Plus 7 standard 10" color touchscreen HMI.
- The event printer will no longer be used with the installation of SBRLogix. Step changes are recorded in the PLC memory and the program will store the most recent 500 SBR step changes along with the timestamp, calculated flow rate, tank level and time in previous step to a string array named "Printout", and this array will be viewable from the OIT.
- Revised electrical schematics for the SBR control panel will be provided reflecting the newly installed hardware.
- Configure the existing AVEVA Intouch and WIN-911 applications on both the primary and back-up PC workstations for communication with the new CompactLogix PLC system tag data and SBRLogix setpoints.
- Installation of Rockwell Automation Studio 5000 Lite Edition PLC programming software onto the SCADA PC workstations.
- Coordination with the Chemical Feed System for integrating PLC tag data between the Chemical Feed Control System and the SBR Control System.

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(913)782-9600

**On-Site Services:**

- One (1) trip for two (2) ICI control system technicians to the project site for installation of the new PLC/OIT hardware and SCADA system configurations. The trip includes five (5) days inclusive of travel time, travel expenses and three (3) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the control panel hardware is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**Delivery:**

Typical delivery lead-time of the new hardware/software is eight (8) weeks from receipt of a purchase order; however, due to current supply chain issues our actual lead-time is contingent on the availability of materials at the time of ordering. The hardware installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms - 25% down, 75% upon completion, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA6 SBR Control System PLC Migration..... \$ 49,223.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-43-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)

Re: Marathon, FL WWTP Service Area 6 (SA6)  
SCADA HMI Software Migration



Casey:

This proposal is based on phone calls and emails through December 13, 2023, and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA6 – SCADA HMI Software Migration:**

Integrated Controls, INC (ICI) still supports the AVEVA InTouch HMI software and associated Kepware drivers currently installed with your SCADA HMI PC workstations; however, ICI is installing the current version of Rockwell Automation FactoryTalk View SE with our new SCADA HMI system offerings. ICI has found that the current version of FactoryTalk View SE is to be robust, stable, and competitive compared to AVEVA InTouch HMI, and FactoryTalk View SE is designed by the same manufacturer as the PLC and OIT hardware we are recommending for the SBR Control Panel. This software conversion includes the following software changes.

- Replace the existing AVEVA Intouch applications and Kepware drivers on both the primary and back-up PC workstations with FactoryTalk View SE Server 25 display perpetual licenses with redundancy failover.
- Each of the two (2) PC Workstations will include the following licenses:
  - FactoryTalk View SE Server 25 display
  - FactoryTalk View SE Redundant Server 25 display
  - FactoryTalk View SE Client
- All licenses will include one year of Rockwell Automation support that will be quoted yearly for support subscription renewal. The software support period begins on the day of software purchase and not the day of installation.
- The existing WIN-911 alarm notification software will be configured for interfacing with the FactoryTalk View SE software.

**On-Site Services:**

- One (1) trip to the project site for installation and testing of the new SCADA HMI software. The trip includes four (4) days inclusive of travel time, travel expenses and two (2) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. If necessary, Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the SCADA HMI software is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600**



**Delivery:**

The lead-time for configuration of the new SCADA HMI software will be within eight (8) weeks from receipt of a purchase order. The SCADA HMI software installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes any hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms – 100%, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA6 - SCADA HMI Software Migration ..... \$ 32,595.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-40-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)



Re: Marathon, FL WWTP Service Area 7 (SA7) - SBR Control System PLC Migration

Casey:

This proposal is based on phone calls and emails through November 28, 2023 and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA7 - SBR Control System PLC Migration:**

The Moxa SBR Controller (SBRC) and Q-term HMI hardware installed with your SBR control panel are now obsolete. We are recommending that the PLC system, SBRC, and Q-Term hardware be replaced with our new SBR controller that is embedded in an Allen-Bradley CompactLogix PLC application (SBRLogix). The SBRLogix software/hardware conversion will eliminate the need for the co-processor hardware currently installed with your system. This conversion includes the following hardware replacements.

- Replace the existing 10A single pole circuit breaker with a new 10A single pole circuit breaker.
- Replace the existing single pole surge suppressor with a new single pole surge suppressor.
- Replace the existing Koyo D4-450 PLC system and I/O hardware with new Allen-Bradley CompactLogix PLC and I/O hardware to match existing I/O.
- Replace the existing Moxa SBRC with our new SBR controller application embedded into the PLC code (SBRLogix).
- Replace the existing Q-Term HMI with a new PanelView Plus 7 standard 10" color touchscreen HMI.
- The event printer will no longer be used with the installation of SBRLogix. Step changes are recorded in the PLC memory and the program will store the most recent 500 SBR step changes along with the timestamp, calculated flow rate, tank level and time in previous step to a string array named "Printout", and this array will be viewable from the OIT.
- Revised electrical schematics for the SBR control panel will be provided reflecting the newly installed hardware.
- Configure the existing AVEVA Intouch and WIN-911 applications on both the primary and back-up PC workstations for communication with the new CompactLogix PLC system tag data and SBRLogix setpoints.
- Installation of Rockwell Automation Studio 5000 Lite Edition PLC programming software onto the SCADA PC workstations.
- Coordination with the Chemical Feed System for integrating PLC tag data between the Chemical Feed Control System and the SBR Control System.

15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600

**On-Site Services:**

- One (1) trip for two (2) ICI control system technicians to the project site for installation of the new PLC/OIT hardware and SCADA system configurations. The trip includes five (5) days inclusive of travel time, travel expenses and three (3) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the control panel hardware is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

**Delivery:**

Typical delivery lead-time of the new hardware/software is eight (8) weeks from receipt of a purchase order; however, due to current supply chain issues our actual lead-time is contingent on the availability of materials at the time of ordering. The hardware installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms - 25% down, 75% upon completion, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA7 SBR Control System PLC Migration..... \$ 49,223.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)

**Proposal #02165-44-00**

February 1, 2024

Casey Whippo  
City of Marathon, FL  
Via email: [whippoc@ci.marathon.fl.us](mailto:whippoc@ci.marathon.fl.us)

Re: Marathon, FL WWTP Service Area 7 (SA7)  
SCADA HMI Software Migration



Casey:

This proposal is based on phone calls and emails through December 13, 2023, and the request for quotation. Our proposal is as follows:

**Marathon, FL WWTP SA7 – SCADA HMI Software Migration:**

Integrated Controls, INC (ICI) still supports the AVEVA InTouch HMI software and associated Kepware drivers currently installed with your SCADA HMI PC workstations; however, ICI is installing the current version of Rockwell Automation FactoryTalk View SE with our new SCADA HMI system offerings. ICI has found that the current version of FactoryTalk View SE is to be robust, stable, and competitive compared to AVEVA InTouch HMI, and FactoryTalk View SE is designed by the same manufacturer as the PLC and OIT hardware we are recommending for the SBR Control Panel. This software conversion includes the following software changes.

- Replace the existing AVEVA Intouch applications and Kepware drivers on both the primary and back-up PC workstations with FactoryTalk View SE Server 25 display perpetual licenses with redundancy failover.
- Each of the two (2) PC Workstations will include the following licenses:
  - FactoryTalk View SE Server 25 display
  - FactoryTalk View SE Redundant Server 25 display
  - FactoryTalk View SE Client
- All licenses will include one year of Rockwell Automation support that will be quoted yearly for support subscription renewal. The software support period begins on the day of software purchase and not the day of installation.
- The existing WIN-911 alarm notification software will be configured for interfacing with the FactoryTalk View SE software.

**On-Site Services:**

- One (1) trip to the project site for installation and testing of the new SCADA HMI software. The trip includes four (4) days inclusive of travel time, travel expenses and two (2) days on-site. All days are Monday through Friday, holidays excluded.

**By others:**

- This is anticipated to be a cooperative effort for the upgrade. If necessary, Marathon, FL WWTP operators will use an alternate means (manual operation) to keep the SBR system operational while the SCADA HMI software is changed over.
- Costs associated with goods or services supplied by any ancillary equipment/control system provider for coordination with the SBR Control System.
- All field mounted instrumentation and wiring, including communication cables.
- Any power monitoring equipment, motor starters, disconnects, auxiliary contacts, junction boxes, breaker panel boards, etc...
- Job site storage, installation, tubing, ball valves, mounting/anchor bolts, mounting stands, all field wiring and communication cables, ground rods, termination of field wiring, etc...

15707 South Mahaffie Street  
Olathe, Kansas 66062  
(913)782-9600

**Delivery:**

The lead-time for configuration of the new SCADA HMI software will be within eight (8) weeks from receipt of a purchase order. The SCADA HMI software installation will be coordinated with Marathon, FL WWTP operators for an optimal installation time and date.

**Terms:**

- Taxes of any kind including sales tax and export duties are not included in this proposal.
- Warranty is 12 months from shipment, warranty includes any hardware provided by the proposal, and all other existing hardware is not covered under the warranty.
- This proposal is subject to acceptance by you within thirty (30) days of this date.
- Payment terms – 100%, net 30 days
- Shipping and/or freight costs will be prepaid and add, FOB our dock.

**Price:**

Marathon, FL WWTP SA7 - SCADA HMI Software Migration ..... \$ 32,595.00

If you have any questions or require additional information, please contact me.

Respectfully,



David Cunningham  
[dcunningham@icicontrols.com](mailto:dcunningham@icicontrols.com)



COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and Councilmembers  
From: Carlos A. Solis, P.E. Director of Public Works  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2024-18**, Accepting The Responsible Bid And Approving A Contract Between The City And The King's Enterprises. In An Amount Not To Exceed \$42,000.00 For The Marina Building Improvement Project; Authorizing The City Manager To Execute The Contract And Appropriate Funds On Behalf Of The City; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

The City Marina wishes to construct a storage loft in the existing storage room located in the marina building. As such, plans have been prepared and the project was put out to bid. Four bids were received and the bid summary is as noted below. King Enterprises, was the low responsive bidder:

- 1. The King's Enterprises \$42,000.00
- 2. Keys Contracting Services \$46,950.00
- 3. Pedro Falcon Contractor, Inc. \$59,000.00
- 4. Coral Construction Company \$69,600.00

After review of the bids, staff recommends that the contract be awarded to King's Enterprises, the lowest responsive bidder in the amount of \$42,000.00

CONSISTENCY CHECKLIST:

Yes	No
<u>X</u>	_____

- 1. Comprehensive Plan – Chapter 8

FISCAL NOTE:

Approval of the resolution will appropriate funds for this project in the FY24 Marina Budget.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RESPONSIBLE BID AND APPROVING A CONTRACT BETWEEN THE CITY AND THE KING'S ENTERPRISES. IN AN AMOUNT NOT TO EXCEED \$42,000.00 FOR THE MARINA BUILDING IMPROVEMENT PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND APPROPRIATE FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon (the "City") published an Invitation To Bid (ITB) for construction of a storage loft at the City Marina (the "Project") and four bids were received on January 26, 2024; and

**WHEREAS**, King Enterprises (the "Contractor") was the lowest responsible bidder and after review, staff recommends the contract be awarded to the Lowest responsive bidder in the amount of \$42,000; and

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

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

**Section 2.** The Contract between the City and the Contractor for the construction of the Project in an amount not to exceed \$42,000.00, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. 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 13<sup>th</sup> DAY OF FEBRUARY, 2024**

**THE CITY OF MARATHON, FLORIDA**

---

**Robyn Still, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

(City Seal)

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

---

Steve Williams, City Attorney



**SECTION 0500**  
**CONSTRUCTION CONTRACT**

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**THIS AGREEMENT** is made between the City of Marathon, Florida, a Florida municipal corporation whose address and principal place of business is 9805 Overseas Highway, Marathon, Florida 33050, (hereinafter the “City”) and The King’s Enterprises a Florida corporation whose address and principal place of business is: 7954 Tuna Drive, Marathon, Fl, 33050, (hereinafter the “Contractor”), and

**WHEREAS**, the City desires to engage the Contractor to provide construction services as specified below (the “Work”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the City agree as follows.

1. **Scope of Services/Deliverables.**

- (a) The Contractor shall provide the Work specified in **Exhibit “A” – Project Planset**, at the lump sum price specified in **Exhibit “B” – Unit Price Bid Form** attached to this Agreement, and made a part hereof by this reference. Contractor shall be responsible for supplying all apparatus, equipment, labor, materials, means of transport, services and tools incidental or necessary to complete the Work as indicated in the planset incorporated into this contract.

2. **Term/Commencement Date and Liquidated Damages.**

- (a) Unless specified otherwise, the Contractor shall not commence work until the City issues Contractor a written Notice to Proceed and the Work shall be substantially completed within **(30)** calendar days after the date specified in the Notice to Proceed (“Substantial Completion”), and fully completed and ready for final payment in accordance with the Agreement Documents within **(45)** calendar days after the date specified in the Notice to Proceed (“Final Completion”). The City Manager may extend the term of this Agreement up to an additional sixty (60) days at his sole discretion based upon the recommendation of the City’s Community Services Director, City Engineer or Utilities Director.
- (b) Contractor agrees that time is of the essence and Contractor shall complete each deliverable for the Work within the timeframes set forth above unless extended by the City Manager. The City shall issue a written notice identifying the date the Work is deemed fully complete which shall be the Final Completion date.
- (c) Should the Substantial Completion and/or Final Completion and acceptance of Work, together with any modification or additions, be delayed beyond the time for

performance set above because of lack of performance by the Contractor, it is understood and agreed that aside from any liquidated damages, the Contractor shall be liable to the City for all actual additional costs and/or losses incurred by the City including, but not limited to, completion contractor expenses, lost/unrealized revenue, financing costs, professional services, attorney fees, and/or additional City staffing that incurred because the Work was not substantially completed on time and/or fully completed on time.

- (d) Monies due to the City for liquidated damages and/or actual damages shall be deducted from any monies due the Contractor, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor shall be liable for said amount.

3. **Compensation and Payment.**

- (a) For the purpose of developing the values to be paid on a monthly basis, Contractor shall submit a Schedule of Values to be reviewed and approved by the City at least thirty (30) days before the first progress payment request. This Schedule of Values shall constitute the values of each unit within each category that will be paid for the Work (see, Application for Payment, Instructions “General Information”).
- (b) The Contractor shall invoice the City on a monthly basis. All invoices shall provide a detailed statement of the Work performed by Contractor for the period of time covered by the invoice. Contractor shall use their formal Invoice form in requesting progress or final payments and which is to include such supporting documentation as is required by the Agreement Documents. The City will withhold 10% of each Pay Application as retainage which shall be paid upon Final Completion of the Work.
- (c) Each application for partial payment shall include partial lien/bond releases from all subcontractors and suppliers and a sworn statement by Contractor that partial payments received from City for the Work have been applied by Contractor to discharge in full all of Contractor’s obligations, including payments to subcontractors and suppliers, stated in prior applications for payment. If payment has been withheld from a subcontractor and/or supplier the sworn statement shall state the reasons for the nonpayment. All partial payment requests shall be accompanied by consents of surety for each subcontractor and supplier.
- (d) The final application for payment shall be accompanied by all documentation called for in the Agreement Documents, together with complete and legally effective releases and/or waivers (satisfactory to City) of all liens and claims arising out of or in connection with the Work and consent of the surety, if any, to final payment. If any subcontractor or supplier fails to furnish a sub-tier release, Contractor shall provide the City with a sworn written explanation for why the subcontractor or supplier has not been paid. The City may require the Contractor to provide security to ensure all disputed and/or undisputed amounts owed are paid; or withhold the

disputed and/or undisputed amounts owed from the final payment until such time as the final releases and consents of surety for each subcontractor and supplier.

- (e) The City shall pay Contractor in accordance with the Florida Prompt Payment Act. When the Contractor believes the Work is substantially complete, the Contractor shall notify the City and within 15 calendar days the parties shall create and review a single draft punch list of items to be completed in order for the Work to be fully complete. The City shall review the draft punch list and within 5 days of being provided with the draft punch list, the City shall provide the Contractor with the Final Punch list of work to be completed for the Work to be deemed fully complete.
- (f) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Contractor the undisputed portion of the invoice. Upon written request of the Finance Director, the Contractor shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- (g) All payments shall only be from appropriations budgeted on an annual basis.

4. **Subcontractors.**

- (a) The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Work.
- (b) Any subcontractors used on the Work must have the prior written approval of the City Manager and be properly licensed and insured in the same amounts as the Contractor.

5. **City's Responsibilities.**

- (a) Upon request, if available, the City shall furnish maps, plans, studies, reports and other information regarding anticipated field conditions readily available and in the City's possession.
- (b) The City shall arrange for access to and make all provisions for Contractor to enter upon real property as required for Contractor to inspect the site and perform the Work as may be requested in writing by the Contractor.

6. **Contractor's Responsibilities.**

- (a) Contractor shall exercise the same degree of care, skill and diligence in the performance of the Work as is ordinarily provided by a professional under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Work, it is determined that the Contractor's deliverables are incorrect, defective or fail to conform to the Scope of Work or perform as intended, upon written notification from the City Manager, the Contractor shall at Contractors sole expense, immediately correct the Work.
- (b) Contractor and its subcontractors shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall develop and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent public and private property and of underground facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be immediately remedied by Contractor. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and the City has made final payment to Contractor.
- (c) On a daily basis during the course of the Work, Contractor shall maintain the site free of debris and dust so as to minimize any inconvenience to surrounding properties. Upon completion of the Work, Contractor shall remove all apparatus, debris, equipment, materials, and tools created or used to construct the Work, and except for the Work or as otherwise directed by the City return the site in the same condition as at the beginning of the Work.
- (d) If the Work will create any obstructions, road closures or traffic impacts, Contractor shall provide the City and surrounding property owners with no less than seventy-two (72) hours prior notice of the anticipated or planned obstructions, road closures or traffic impacts.
- (e) Contractor shall be responsible for all local, state, and federal permitting required to perform the work set forth in the project documents. The City shall reimburse all permit expenses paid by the contractor.

7. **Termination.**

- (a) The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Contractor, or immediately with cause.

- (b) Unless directed otherwise in writing by the City Manager, upon receipt of the City's written notice of intent to terminate or notice of actual termination, Contractor shall stop the Work.
- (c) In the event of termination by the City, the Contractor shall be paid for all Work accepted by the City Manager up to the date of termination.
- (d) The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data properly indexed and labeled pertaining to the Work to the City, in a hard copy and/or electronic format (as specified by the City) within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8. **Insurance.**

The Contractor shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City. 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. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- (a) Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold City liable for employee injury or claims. Employers Liability Insurance shall be as follows:
  - \$500,000 for bodily Injury caused by an accident, each occurrence
  - \$500,000 for bodily injury caused by disease, each occurrence
  - \$500,000 for bodily injury caused by disease, each occurrence
- (b) Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault 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. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. Commercial General Liability. If applicable, 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.
- (c) Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability with respect to CONTRACTOR, and One Million Dollars (\$1,000,000) with per occurrence respect to Subcontractors, combined

single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office.

- (d) The Contractor will add the City as an additional named insured on all insurance policies applicable to the Work under this Agreement. Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Certificates of Insurance shall include the City as additional named insured. 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.

9. **Nondiscrimination.**

- (a) During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Agreement Documents.**

The Agreement Documents listed below, which are listed in their order of precedence for the purpose of resolving conflicts, errors and discrepancies, by this reference shall become a part of the Agreement as though physically attached as a part thereof:

Change Orders  
Agreement  
Exhibits to the Agreement  
Bid Documents (Project Planset, Addendum, Invitation to Bid/RFQ, Instructions to Bidders/Proposers, Proposal Form provided by Contractor, Notice of Award and Notice to Proceed);

CONTRACTOR AGREES THAT THERE IS NO IMPLIED OR EXPRESS WARRANTY OF CONSTRUCTABILITY WITH REGARD TO THE WORK OR DESIGN ENCOMPASSED BY THE AGREEMENT DOCUMENTS.

11. **Attorneys' Fees and Waiver of Jury Trial.**

- (a) If either the City or Contractor is required to enforce the terms of the Agreement by court proceedings or otherwise, whether or not formal legal action is required, the parties shall bear their own attorney fees, costs and expenses, at the trial and appellate level.

- (b) In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification.**

- (a) **General Indemnity.** Contractor shall indemnify and hold harmless the City, its officers, and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential, including, but not limited to, fees and charges of engineers, architects, attorney's, consultants and other professionals and trial and appellate court and arbitration costs arising out of or resulting from the performance of the Work, excluding claims arising from the sole negligence of City. Such indemnification shall specifically include but not be limited to claims, damages, losses and expenses arising out of or resulting from (i) any and all bodily injuries, sickness, death, disease; (ii) injury to or destruction of real property or tangible personal property, be it publicly or privately owned, including the loss of use resulting therefrom; (iii) other such damages, liabilities or losses received or sustained by any person or persons during or on account of any operations connected with the construction of the Work including the warranty period; (iv) the use of any improper materials; (v) any construction defect including patent defects; (vi) any act or omission of Contractor or his Subcontractors, agents, servants or employees; (vii) the violation of any federal, state, county or City laws, ordinances or regulations by Contractor, his Subcontractors, agents, servants or employees; (viii) the breach or alleged breach by Contractor of any term of this Agreement, including the breach or alleged breach of any warranty or guarantee.
- (b) **Defense.** In the event that any claims are brought or actions are filed against the City that are encompassed by the Contractor's duty to indemnify as stated in this Agreement, the Contractor agrees to defend against all claims and actions brought against the City regardless of whether such claims or actions are rightfully or wrongfully brought or filed. City reserves the right to select its own legal counsel to conduct any defense in any such proceedings and all costs and fees associated therewith including any costs or fees of an appeal shall be the responsibility of Contractor.
- (c) **Specific Indemnity.** Contractor shall indemnify and hold harmless the City for liability for damages to persons or property caused in whole or in part by any act, omission, or default of the City, its officers, directors, agents, or employees arising from the Agreement or its performance. Such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the City or its officers, directors, agents or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The extent of the indemnification shall be limited to \$5,000,000 which the parties agree bears a

reasonable commercial relationship to the contract. The monetary limitation on the extent of the indemnification provided to the City shall not be less than \$1 million per occurrence.

- (d) Payment of Losses. Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever, excluding only those in which the damages arose out of the sole negligence of City, in connection with the foregoing indemnifications, including, but not limited to, reasonable attorney’s fees and costs to defend all claims or suits in the name of City when applicable.
- (e) Contractor’s indemnification shall not be limited to the amount of comprehensive general liability insurance which Contractor is required to obtain under the Agreement. Nothing contained herein is intended nor shall it be construed to waive City’s rights and immunities under the common law or Section 768.28 *Florida Statutes*, as amended from time to time. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party described in this Section and its subparts.
- (f) The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

- (a) Any notices required by this Agreement 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 the City: George, Garrett, City Manager  
9805 Overseas Highway  
Marathon, Florida 33050

With a Copy to: Steven Williams  
City Attorney  
9805 Overseas Hwy  
Marathon, FL 33050

For The Contractor: Nicholas Wielander, Principal  
7954 Tuna Dr  
Marathon, Fl 33050  
\_\_\_\_\_  
\_\_\_\_\_

14. **Governing Law.**

- (a) This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this



Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Federal Southern District of Florida.

15. **Entire Agreement/Modification/Amendment.**

- (a) 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.
- (b) 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. This Agreement may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof via a written Change Order, in such form as may be provided by City from time to time.

16. **Ownership and Access to Records and Audits.**

1. **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the City under this Agreement shall be the property of the City. The Records are not intended or represented to be suitable for use, partial use, or reuse by the City or others on extensions of this project or on any other project. Any such use, reuse, or modifications made by the City to any of Consultant's Records will be at City's sole risk and without liability to Consultant, and City shall, to the extent allowable by Florida law, and subject to Section 768.28, Florida Statute, and all monetary limits listed therein, indemnify, defend and hold Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom.

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

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

and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

1. Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.

2. Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.

3. The CONTRACTOR consents to the City’s enforcement of the CONTRACTOR’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney’s fees incurred by the City.

4. The CONTRACTOR’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.

**5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DIANE CLAVIER AT 305-289-5020, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

17. **Nonassignability.**

(a) This Agreement shall not be assignable by Contractor unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Contractor, and such firm's familiarity with the City's area, circumstances, and desires.

18. **Severability.**

(a) If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

- (a) 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 Agreement. This Agreement 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.

20. **Compliance with Laws.**

- (a) The Contractor shall ensure that it, and all its subcontractors (at all tiers), comply with all federal, state and local applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.
- (b) **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095

21. **Waiver.**

- (a) The failure of the City 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 Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions.**

- (a) Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

- (a) 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 Agreement, 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 Agreement.

24. **Counterparts.**

- (a) 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.

25. **Authorization to Sign Agreement.**

- (a) The execution and delivery of this Agreement by Contractor is within Contractor's capacity and all requisite action has been taken to make this Agreement valid and binding on Contractor in accordance with its terms.

26. **Non-Exclusive Agreement.**

- (a) The services to be provided by the Contractor pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude the City from engaging other firms to perform the same or similar services for the benefit of the City as determined in its sole and absolute discretion.

27. **Continuing the Work.**

- (a) Unless directed otherwise in writing by the City Manager, Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with City.

28. **Changes In The Work.**

- (a) Without invalidating the Agreement and without notice to any surety, City may, at any time or from time-to-time, order additions, deletions, or revisions in the Work by a Written Amendment or Change Order. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved.
- (b) The Contract Price may only be changed by a written Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice of intent to claim delivered to the City promptly [but in no event later than three (3) business days after the first occurrence of the event giving rise to the amount of the claim]. Contractor shall deliver to the City a good faith estimate of the cost and

time impacts caused by the claim causing event within seven (7) calendar days of the first occurrence of the event giving rise to the claim. Within seven (7) calendar days of the conclusion of the claim causing event, but no later than the Substantial Completion date, Contractor shall deliver to the City a full and complete written claim identifying all costs and time impacts that the Contractor believes should be paid due to the claim causing event and shall include full and final substantiation for all price and time adjustments. The City Manager will review the claim and make a decision on the request. The City Manager's decision will be final unless within seven (7) calendar days of the date of the City Manager's decision the Contractor provides the City with written notice expressly stating that the Contractor disputes the decision and intends to pursue the matter via litigation. Failure by Contractor to strictly comply with the provisions of this article will result in a waiver of the claim.

29. **Subsurface Conditions**

- (a) Information shown on the Drawings and/or indicated in the Agreement Documents as to the location of existing utilities and subsurface conditions has been prepared from the most reliable data available to the City. This information is not guaranteed, however, and it shall be the Contractor's responsibility to determine the location, character and depth of existing utilities. The City expressly disclaims any warranty as to the underground conditions to be encountered. The Contractor should not rely on locations, condition, or quantity of subsurface structures or conditions depicted on drawings, as the locations, condition, and quantities are approximations.

30. **Compensation for Delay.**

- (a) NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS, DISRUPTION, INTERFERENCE, OR HINDRANCE (collectively "Delay"). Notwithstanding anything to the contrary contained in the Agreement Documents, the Contractor shall not be entitled to additional compensation for any Delay unless the Delay shall have been caused by acts constituting willful or intentional interference by the City with the Contractor's performance of the Work, and then only where such acts continue after Contractor's written notice to the City of such interference.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Contractor by and through its President, who has been duly authorized to execute same.

ATTEST:

CITY OF MARATHON

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

By: \_\_\_\_\_  
George Garrett, City Manager

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

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

\_\_\_\_\_  
Stev Williams, City Attorney

CONTRACTOR

By: \_\_\_\_\_  
Nicholas Wielander \_\_\_\_, President

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

**GENERAL REQUIREMENTS:**

1. PRIOR STARTING ANY WORK THE CONTRACTOR SHALL REVIEW THESE PLANS AND SITE CONDITIONS AND NOTIFY THE ENGINEER IF ANY DISCREPANCIES ARE DISCOVERED.
2. THE ENGINEER IS NOT RESPONSIBLE FOR THE SUPERVISION OF THE CONTRACTOR NOR HIS EMPLOYEES DURING THE CONSTRUCTION. IT IS CONTRACTOR'S RESPONSIBILITY TO PROVIDE MEANS AND ESTABLISH METHODS OF THE CONSTRUCTION TO MEET REQUIREMENTS OF ALL APPLICABLE CODES, INDUSTRY STANDARDS AND REQUIREMENTS OF THESE PLANS.
3. QUALITY OF THE WORK SHALL MEET OR EXCEED INDUSTRY STANDARD PRACTICES.
4. ANY DEVIATIONS FROM THESE PLANS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER.

**DESIGN DATA:**

1. APPLICABLE BUILDING CODE: FBC 8TH EDITION (2023)
2. APPLICABLE DESIGN LOADS: PER ASCI/SEI 7-22  
FLOOR LIVE LOAD: 125 PSF (LIGHT STORAGE)  
ROOF LIVE LOAD: 20 PSF (300 LB CONC.)  
BASIC WIND SPEED: 180 MPH  
EXPOSURE: D  
STRUCTURAL CATEGORY: II
3. ASCE 24-14 FLOOD RESISTANT DESIGN AND CONSTRUCTION

FLOOD ZONE: N/A

ALL PRESSURES SHOWN ARE BASED ON ASD DESIGN, WITH A LOAD FACTOR OF 0.6

**SOILS AND FOUNDATIONS:**

PRESUMPTIVE LOAD-BEARING VALUES OF FOUNDATION MATERIALS ARE USED IN LIE OF A COMPLETE GEOTECHNICAL EXPLORATION.

FOUNDATIONS SHALL BE PLACED ON A "SEDIMENTARY AND FOLIATED ROCK" WITH A ALLOWABLE LOAD BEARING PRESSURE OF 3,000 PSF. NOTIFY THE ENGINEER OF SOIL CONDITIONS ARE DIFFERENT.

1. ALL FOUNDATIONS, SLABS AND FOOTERS SHALL BE PLACED ON STABILIZED UNDISTURBED SUBGRADE SOIL.
2. MINIMUM FOUNDATION DEPTH SHALL BE 24" UNLESS OTHERWISE IS SPECIFIED ON THE PLANS. IF OVER-EXCAVATED - FILL SHALL NOT BE PLACED BACK INTO THE TRENCH UNLESS APPROVED BY THE ENGINEER.
3. FILL UNDER THE FOUNDATIONS SHALL BE USED ONLY IF APPROVED BY THE ENGINEER. CLEAN FILL MATERIAL SHALL BE PLACED IN 6"-8" LAYERS AND COMPACTED TO 98% DENSITY USING THE MODIFIED PROCTOR TEST.
4. FILL MATERIAL SHALL BE CLEAN GRANULAR SAND OR LIMEROCK MIX WITHOUT ANY ORGANIC MATERIALS, CLAY, MUCK AND ROCKS LARGER THAN 4". BACKFILL SHALL NOT CONTAIN ANY WOOD OR CELLULOSE DEBRIS.

**AUGER PILES**

1. AUGERCAST PILES SHALL BE 16" DIAMETER WITH MINIMUM EMBEDMENT OF 5FT INTO THE CAP ROCK UNLESS OTHERWISE SHOWN ON THE PLANS.
2. CONCRETE FOR PILES SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 5000 PSI. WATER CEMENT RATION SHALL NOT EXCEED W/C=0.40.
3. REINFORCEMENT SHALL BE FOUR (4) #5 REBAR VERTICALLY WITH #3 HOOPS AT 10" O.C. CONTRACTOR SHALL USE PLASTIC CHARS OR CENTRALIZERS TO PROVIDE A 3" COVER ON ALL SIDES OF THE REINFORCEMENT.

**CONCRETE**

1. APPLICABLE CODE ACI 318 LATEST EDITION AND ACI 301.
2. ALL CONCRETE ELEMENTS SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 4000 PSI UNLESS OTHERWISE IS SHOWN ON THE PLANS. WATER CEMENT RATIO SHALL NOT EXCEED W/C=0.40.
3. ALL CAST-IN-PLACE CONCRETE SHALL BE CURED AND PROTECTED FROM OVERDRYING PER ACI 305R-10 "HOT WEATHER CONCRETING".
4. ALL EXPOSED EDGES SHALL HAVE 1/2" CHAMFERS.
5. NO COLD JOINTS ARE ALLOWED UNLESS OTHERWISE APPROVED BY THE ENGINEER.

**REINFORCEMENT**

1. ALL REBAR SHALL BE DEFORMED CARBON-STEEL ASTM A615/A615M-13 GRADE 60 UNLESS OTHERWISE SPECIFIED ON THE PLANS.  
\* ADD ALTERNATE REINFORCEMENT OPTION: ASTM A1035 GRADE 100 (MMFX2) AS CORROSION RESISTANT ALTERNATIVE FOR ALL REINFORCEMENT.
2. ALL REQUIREMENTS FOR PLACEMENT, COVER, TOLERANCES, ETC. SHALL BE PER ACI 318-11.
3. ALL HOOKS AND BENDS SHALL BE FACTORY MADE UNLESS FIELD BENDS ARE APPROVED BY THE ENGINEER.
4. ONLY PLASTIC CHAIRS AND CENTRALIZERS SHALL BE USED FOR REINFORCEMENT SUPPORT.

**HARDWARE**

1. HARDWARE SHALL BE 304 STAINLESS STEEL OR BETTER OR ZMAX GALVANIZED FOR NON EXPOSED SIMPSON PRODUCTS, UNLESS OTHERWISE SPECIFIED.
2. ALL CONNECTORS SHALL HAVE STAINLESS STEEL SCREWS AND FASTENERS OR ACQ APPROVED TREATED (FOR NOT EXPOSED LOCATIONS).

**STRUCTURAL LUMBER**

1. ALL WOOD MEMBERS SHALL MEET OR EXCEED REQUIREMENTS SPECIFIED IN "ANSI/AF&PA NATIONAL DESIGN SPECIFICATION (NDS) FOR WOOD CONSTRUCTION" AND ALL REFERENCED STANDARDS.
2. ALL WOOD MEMBERS SHALL BE PRESSURE TREATED SOUTHER PINE NO1 OR GREATER KILN DRIED AS SPECIFIED IN THE STANDARDS, UNLESS OTHERWISE SPECIFIED.
3. ALL WOOD MEMBERS EXPOSED TO EXTERIOR, IN DIRECT CONTACT WITH CONCRETE OR STEEL SHALL BE PRESSURE-TREATED (PT) UC3B GRADE PER AWWA STANDARDS.
4. NAILING SHALL BE IN ACCORDANCE WITH FBC 7TH EDITION (2020). NAILS AND OTHER FASTENERS FOR PT WOOD SHALL BE STAINLESS STEEL OR ACQ APPROVED TREATED.
5. SHEATHING SHALL BE 3/4" PT CDX PLYWOOD SHEATHING GRADE, UNLESS OTHERWISE IS SPECIFIED ON THE PLANS. USE 10d RING-SHANK NAILS WITH SPACING OF 4" O.C. ON ALL EDGES AND 6" O.C. IN THE FIELD. @ 3" O.C. ALL SUPPORTS IN ZONE 3.

**STRUCTURAL STEEL**

1. STRUCTURAL STEEL COMPONENTS SHALL BE AS DESCRIBED IN "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS" AISC 2005 OR LATER EDITION.
2. HSS SHAPES (STRUCTURAL TUBING) SHALL BE ASTM A500 (FY=46 KSI).
3. STEEL PLATES, FLANGES AND MISCELENIUS ELEMENTS SHALL BE ASTM A36 (FY=36 KSI) UNLESS NOTED OTHERWISE ON THE PLANS.
4. W-SHAPES, C-SHAPES AND OTHER FORMED STEEL SHALL BE ASTM A992 (FY=50 KSI).
5. ALL WELDING SHALL BE IN CONFORMANCE WITH THE LATEST SPECIFICATIONS AWS D1.1/D1.1M:2010, STRUCTURAL WELDING CODE - STEEL.

**STRUCTURAL STEEL COATING:**

1. ALL SURFACES SHALL BE ABRASIVE BLAST CLEANED TO NEAR-WHITE METAL (PER SSPC-SP10)
- EXPOSED STEEL:**
2. ALL SURFACES SHALL BE PRIMED WITH POLYAMIDE EPOXY - ONE COAT (8.0 MILS DFT).
  3. APPLY SEALANT AT ALL LOCATIONS WHERE STEEL IS WELDED, LAPPED ETC. SEALANT MATERIAL SHALL BE COMPATIBLE WITH THE PAINTING SYSTEM.
  4. TOP LAYER SHALL BE TWO (2) COAT POLYURETHANE (3.0 MILS DFT EACH).
  5. TOP PAINT SHALL BE UV RESISTANT OR HAVE A UV RESISTANT COATING.
  6. COLORS SHALL MATCH EXISTING OR TO BE SELECTED BY THE OWNER.
- NON-EXPOSED STEEL (INTERIOR):**
7. 3 COATS OF "SUMTER COATINGS" UNIVERSAL PRIMER (6.0 MILS DFT) OR APPROVED EQUAL.

**REINFORCED MASONRY (CMU)**

1. ALL MASONRY SHALL BE REINFORCED CONCRETE MASONRY UNIT IN ACCORDANCE WITH THE LATEST EDITION OF ACI 530/ASCE 5/TMS 402.
2. INSTALL ALL BLOCKS IN RUNNING BOND.
3. MINIMUM MASONRY BLOCK (ASTM C90) STRENGTH SHALL (F<sup>m</sup>) BE 2000 PSI.
4. TYPE "S" MORTAR (ASTM C270) SHALL BE USED USING 3/8" FULL BEDDING REINFORCED W/ 9 GAGE 304SS LADDER WIRE EVERY 2ND ROW.
5. FILLED CELLS SHALL BE REINFORCED WITH #4 REBAR @ 24" O.C. (UNLESS OTHERWISE IS SPECIFIED ON THE PLANS). (CHROMX9100)
6. GROUT SHALL BE PEA ROCK PUMP MIX (ASTM C476) WITH A MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI (28 DAY) (ASTM C1019). TARGETED SLUMP SHALL BE 8"-11".
6. EACH GROUTED CELL SHALL HAVE CLEANOUT OPENINGS AT THE BOTTOM. THERE SHALL BE NO LOOSE MORTAR OR OTHER DEBRIS IN THE BOTTOM OF THE CELL. USE BLAST PRESSURE WASHING FOR SURFACE PREPARATION.

**WINDOWS AND DOORS**

1. ALL EXTERIOR WINDOWS & DOORS SHALL BE LARGE AND SMALL MISSILE IMPACT RATED.
2. ALL EXTERIOR WINDOWS & DOORS SHALL HAVE FLORIDA PRODUCT APPROVAL AND NOA. PRODUCT APPROVAL LABELS SHALL BE PERMANENTLY ATTACHED TO THE FRAME.
3. WIND PRESSURE ON COMPONENTS AND CLADDING (CH 30 PART 1)
4. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION MEASUREMENTS OF ALL EXISTING OPENINGS PRIOR ORDERING.

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SERGE MASHTAKOV  
PROFESSIONAL ENGINEER  
STATE OF FLORIDA  
LICENSE NO 71480

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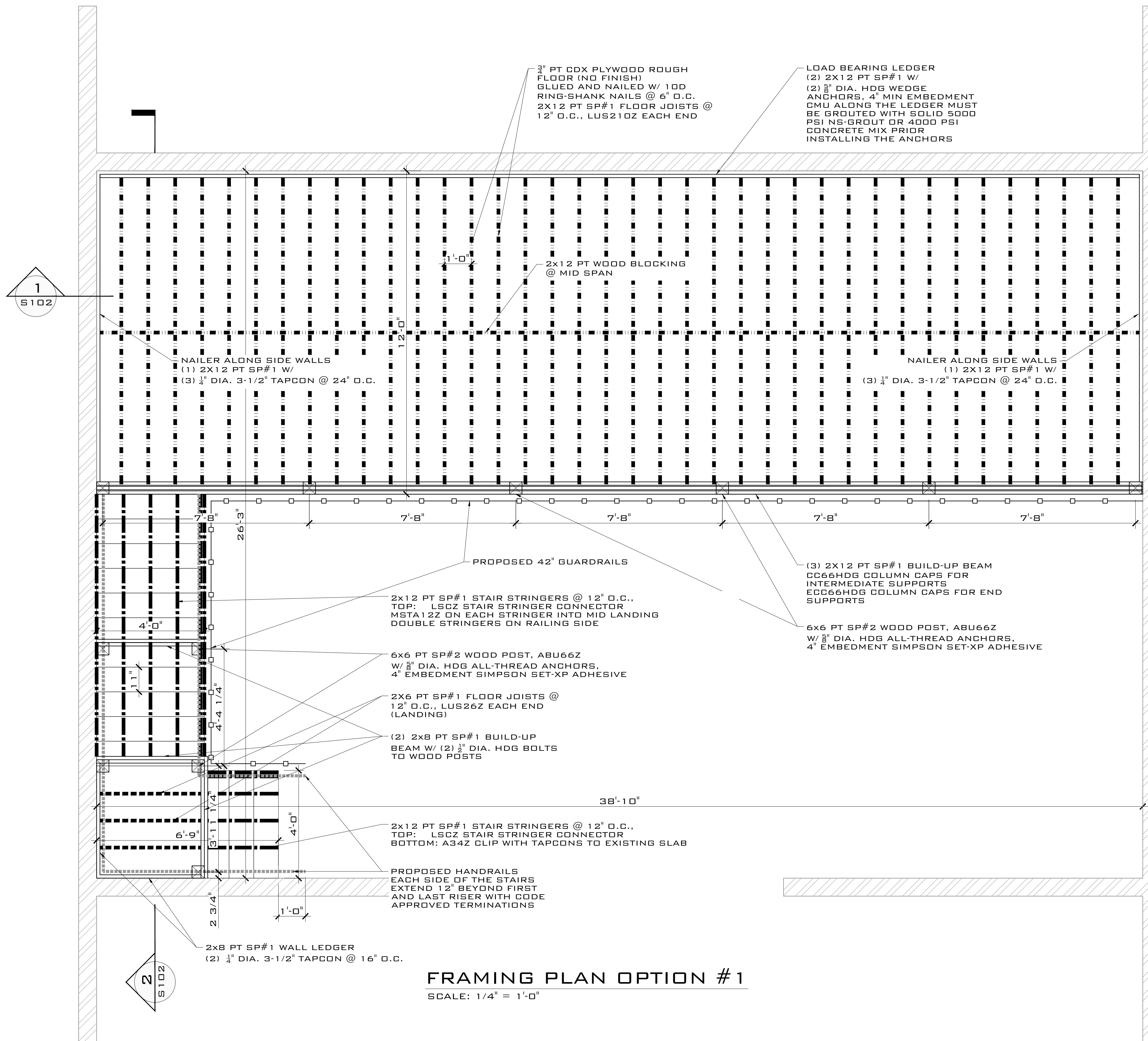
CLIENT: CITY OF MARATHON

PROJECT: CITY OF MARATHON  
MARINA BUILDING  
STORAGE LOFT

SITE: 800 35TH ST OCEAN  
MARATHON, FL 33050

TITLE: NOTES

SCALE AT 24X36: AS SHOWN	DATE: 10/04/23	DRAWN: SAM	CHECKED: SAM
PROJECT NO: 2310-01	DRAWING NO: S-100	REVISION: 1	



**FRAMING PLAN OPTION #1**  
SCALE: 1/4" = 1'-0"



**SITE MAP**

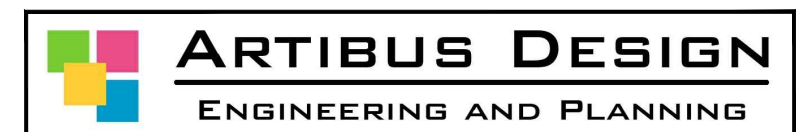
SCALE: NTS

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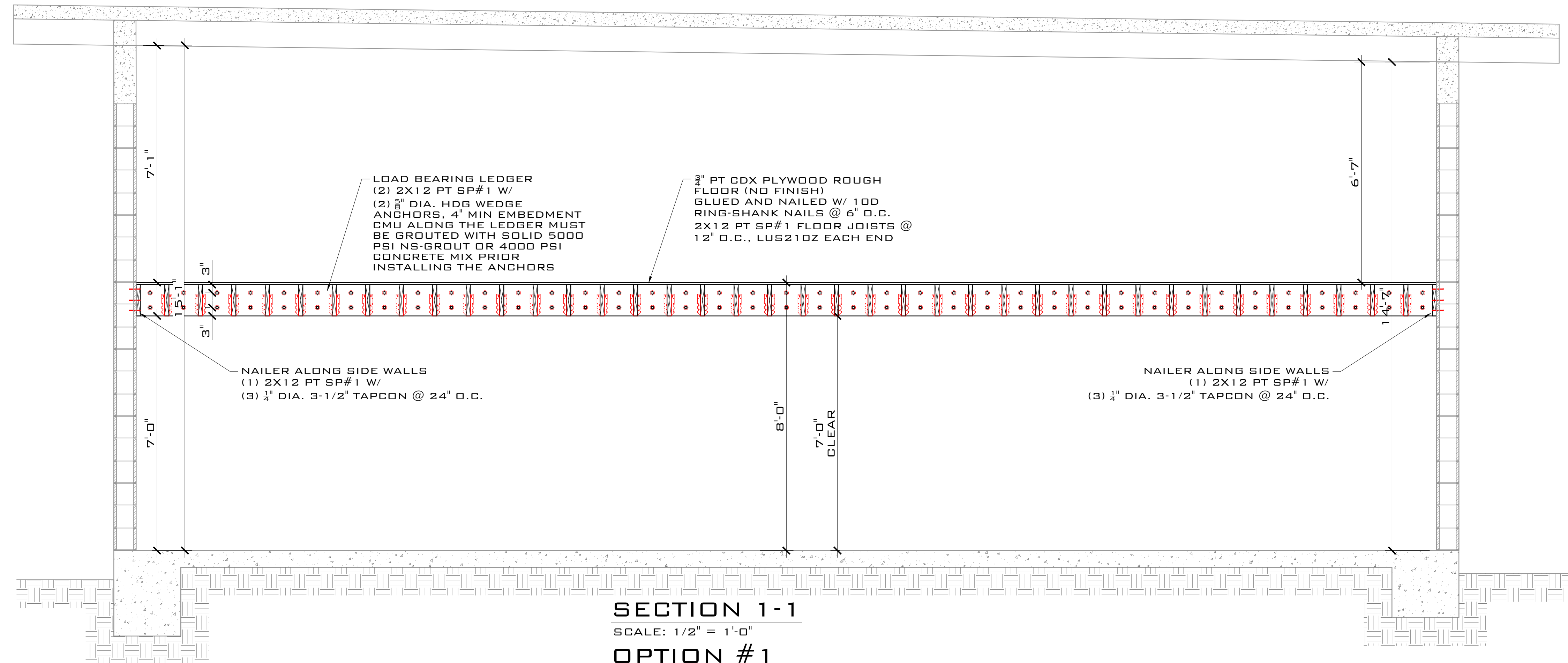
PROJECT: CITY OF MARATHON MARINA BUILDING STORAGE LOFT

SITE: 800 35TH ST OCEAN MARATHON, FL 33050

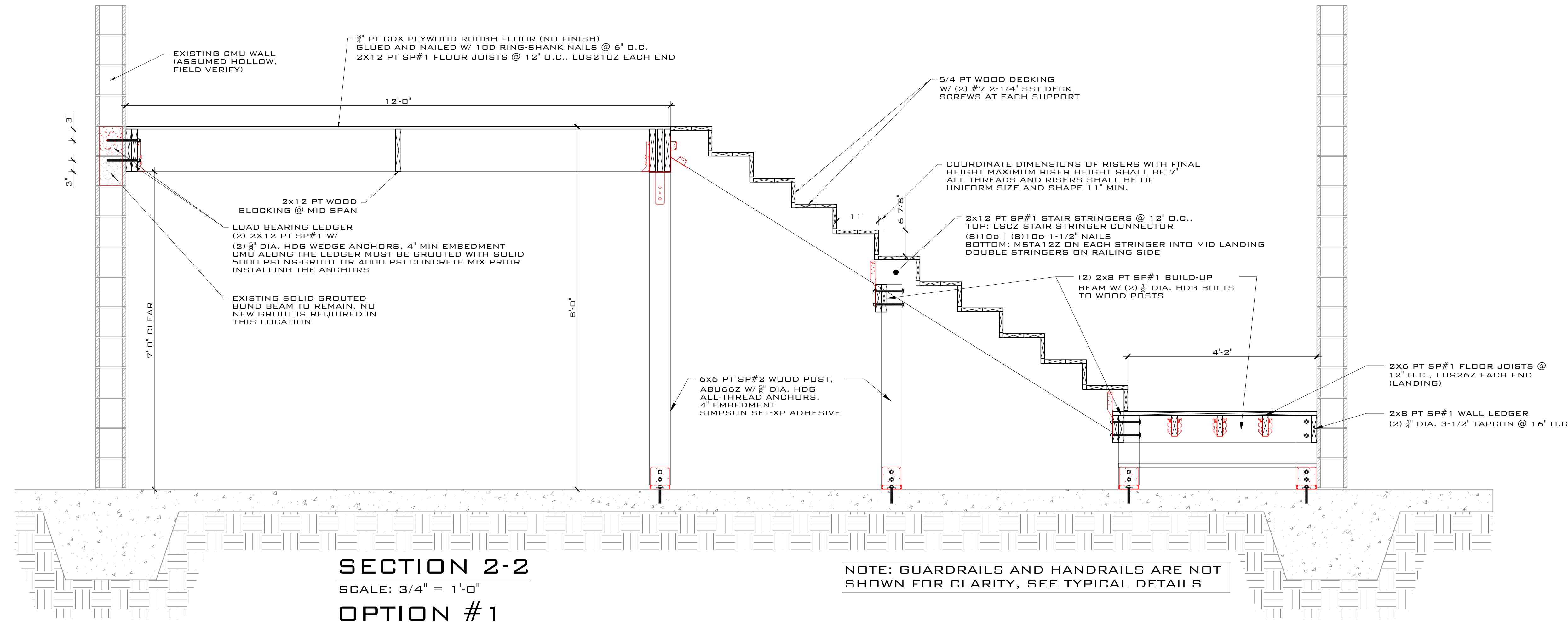
TITLE: FRAMING PLAN OPTION #1

SCALE AT 24X36:	DATE:	DRAWN:	CHECKED:
AS SHOWN	10/04/23	SAM	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
2310-01	S-101	1	





**SECTION 1-1**  
SCALE: 1/2" = 1'-0"  
**OPTION # 1**



**SECTION 2-2**  
SCALE: 3/4" = 1'-0"  
**OPTION # 1**

NOTE: GUARDRAILS AND HANDRAILS ARE NOT SHOWN FOR CLARITY, SEE TYPICAL DETAILS

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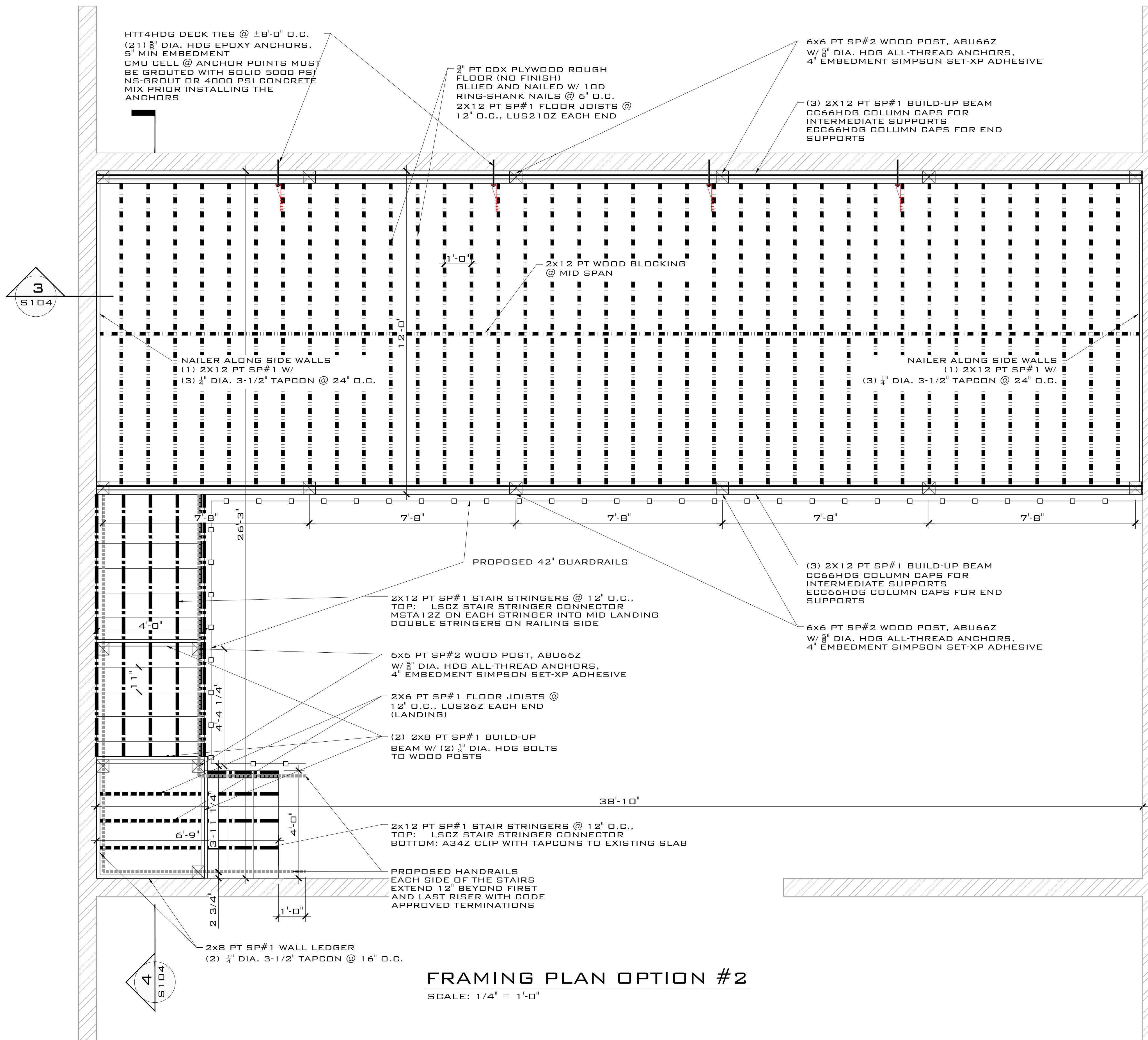
CLIENT: CITY OF MARATHON

PROJECT: CITY OF MARATHON  
MARINA BUILDING  
STORAGE LOFT

SITE: 800 35TH ST OCEAN  
MARATHON, FL 33050

TITLE: DETAILS

SCALE AT 24X36: AS SHOWN	DATE: 10/04/23	DRAWN: SAM	CHECKED: SAM
PROJECT NO: 2310-01	DRAWING NO: S-102	REVISION: 1	



**FRAMING PLAN OPTION #2**

SCALE: 1/4" = 1'-0"



**SITE MAP**

SCALE: NTS

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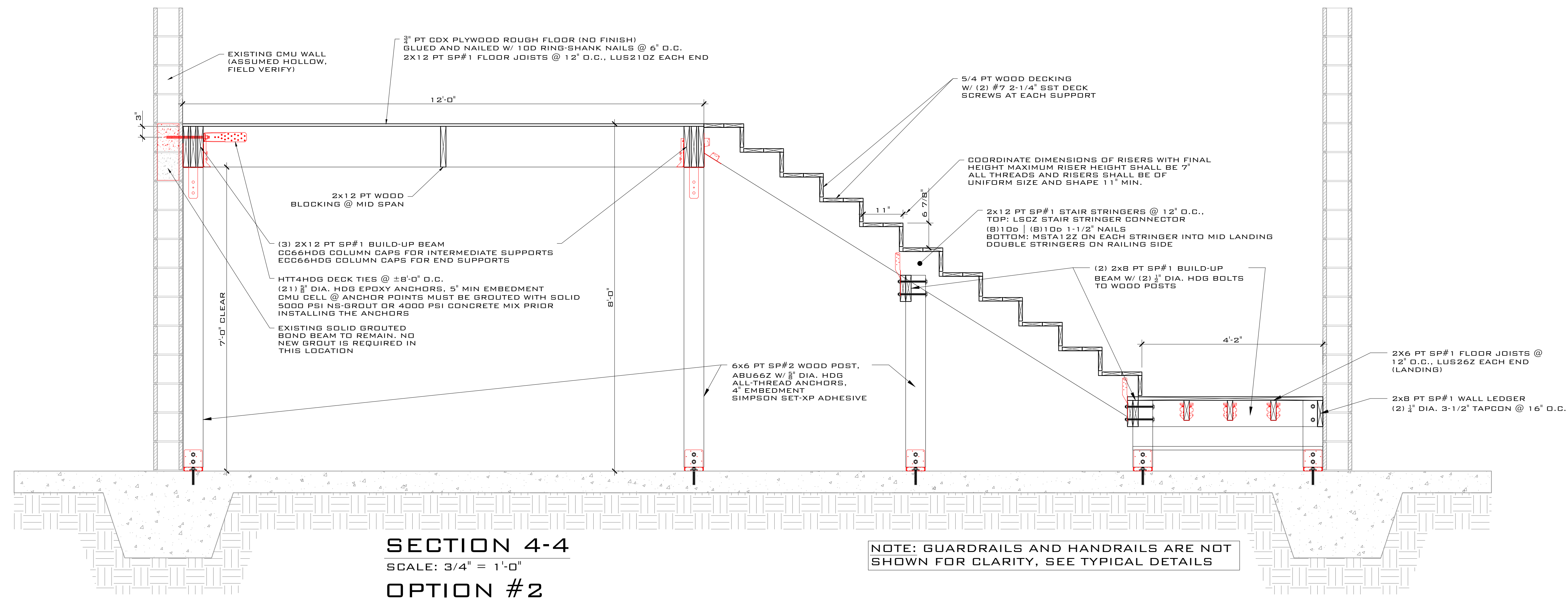
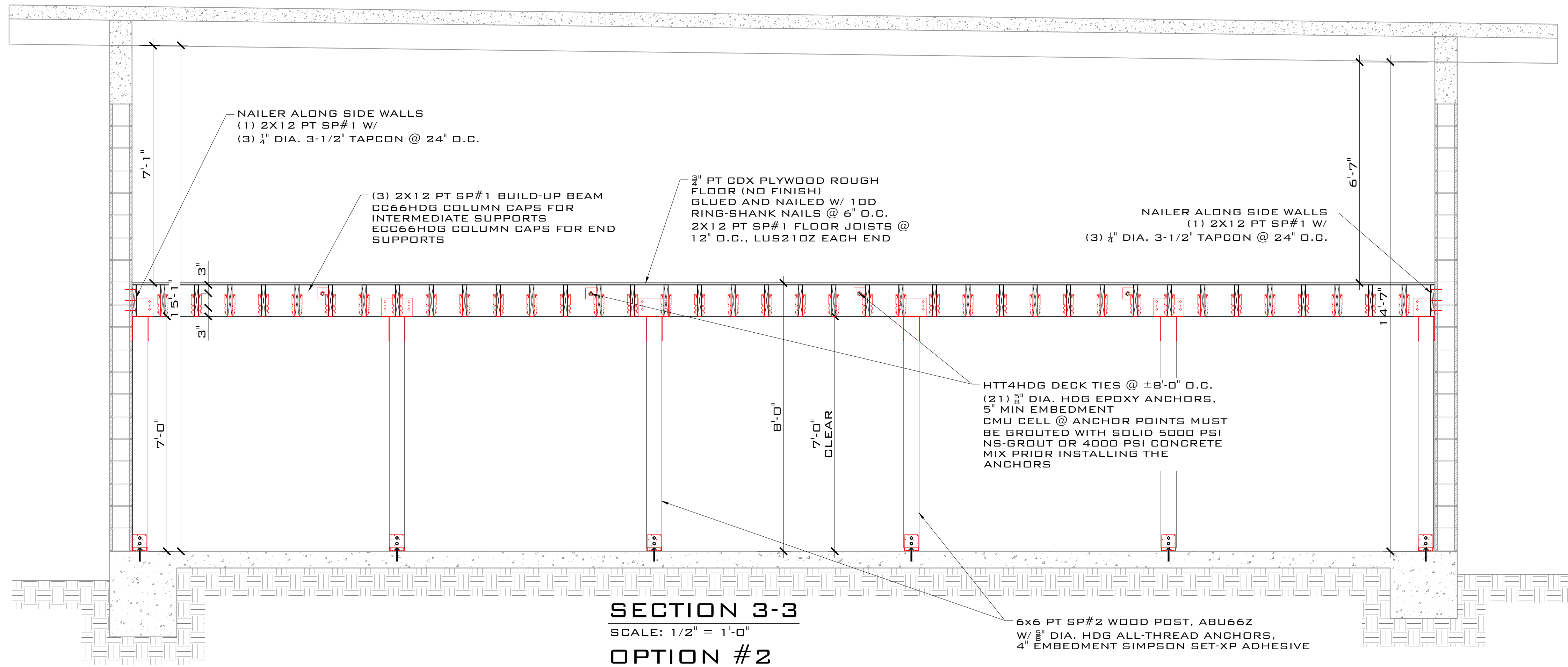
CLIENT: CITY OF MARATHON

PROJECT: CITY OF MARATHON  
MARINA BUILDING  
STORAGE LOFT

SITE: 800 35TH ST OCEAN  
MARATHON, FL 33050

TITLE: FRAMING PLAN  
OPTION #2

SCALE AT 24X36:	DATE:	DRAWN:	CHECKED:
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PROJECT NO:	DRAWING NO:	REVISION:	
2310-01	S-103	1	



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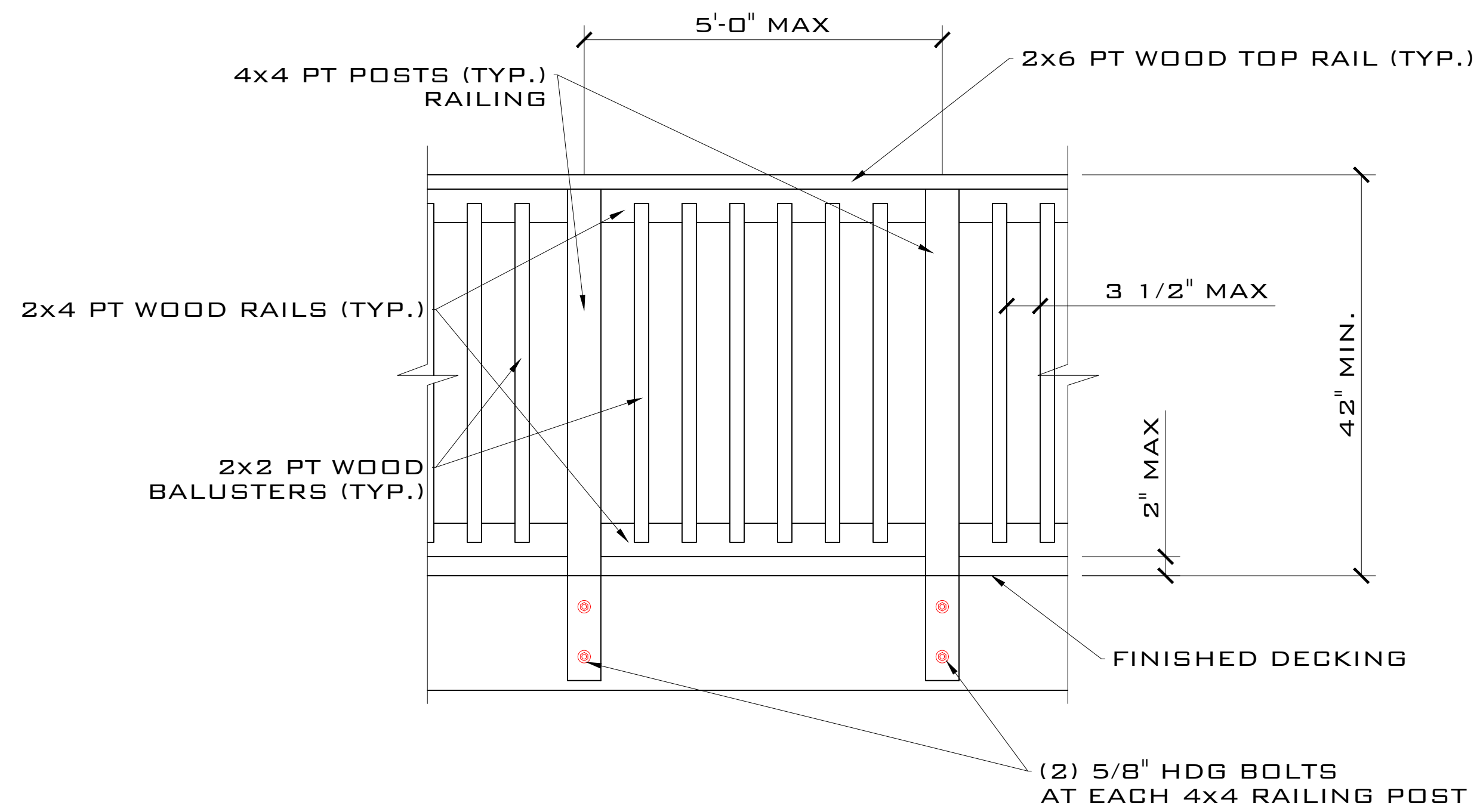
CLIENT: CITY OF MARATHON

PROJECT: CITY OF MARATHON  
MARINA BUILDING  
STORAGE LOFT

SITE: 800 35TH ST OCEAN  
MARATHON, FL 33050

TITLE: DETAILS

SCALE AT 24X36: AS SHOWN	DATE: 10/04/23	DRAWN: SAM	CHECKED: SAM
PROJECT NO: 2310-01	DRAWING NO: S-104	REVISION: 1	

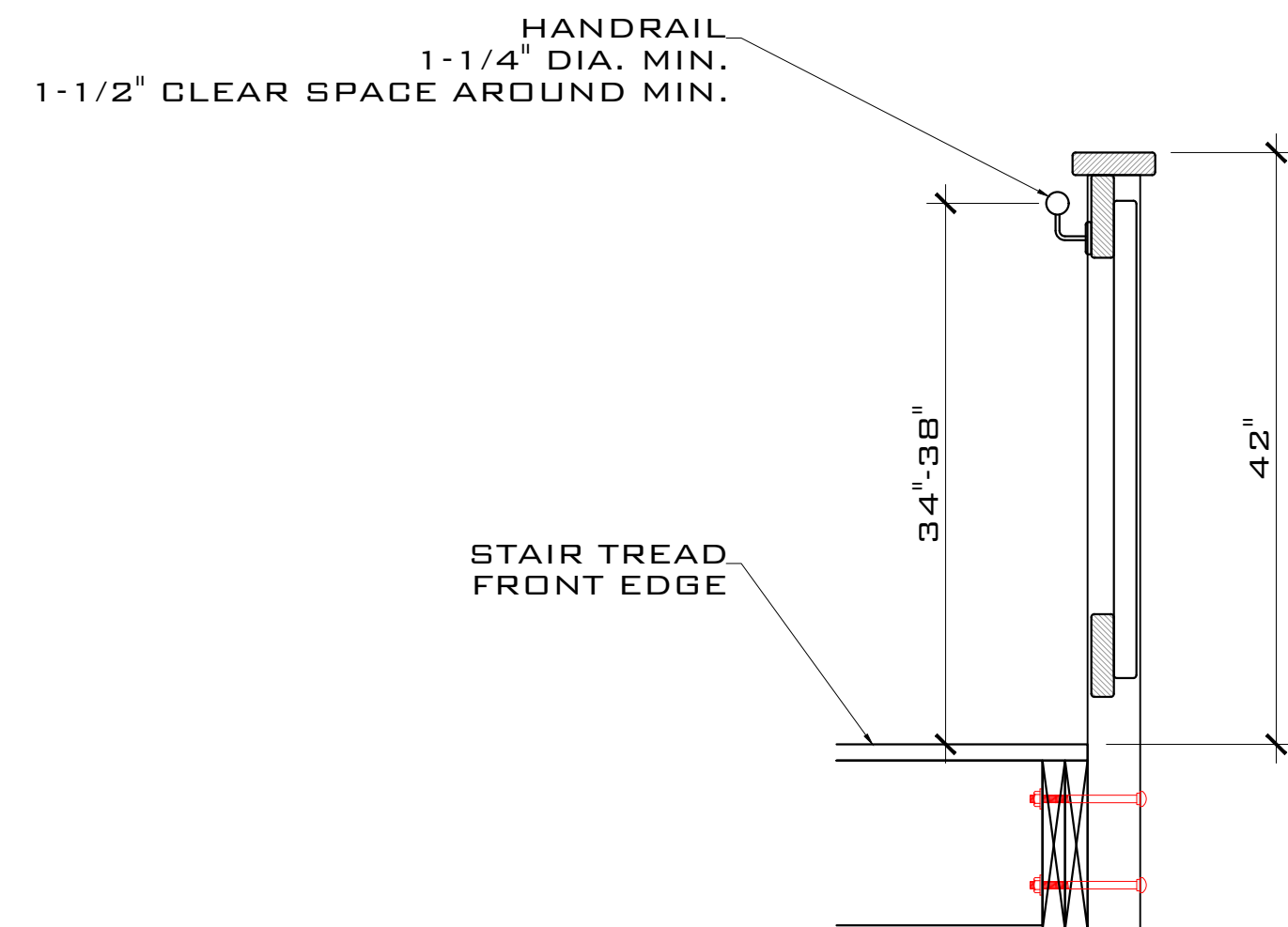


**MINIMUM FASTENERS REQUIREMENTS:**

1. TOP RAIL TO POSTS - (4) #10x3" SST SCREWS EACH POST;
2. HORIZONTAL RAILS - (3) #10x3" SST SCREWS EACH SIDE;
3. VERTICAL BALUSTERS - (1) #9x2.5" SST SCREWS EACH END;

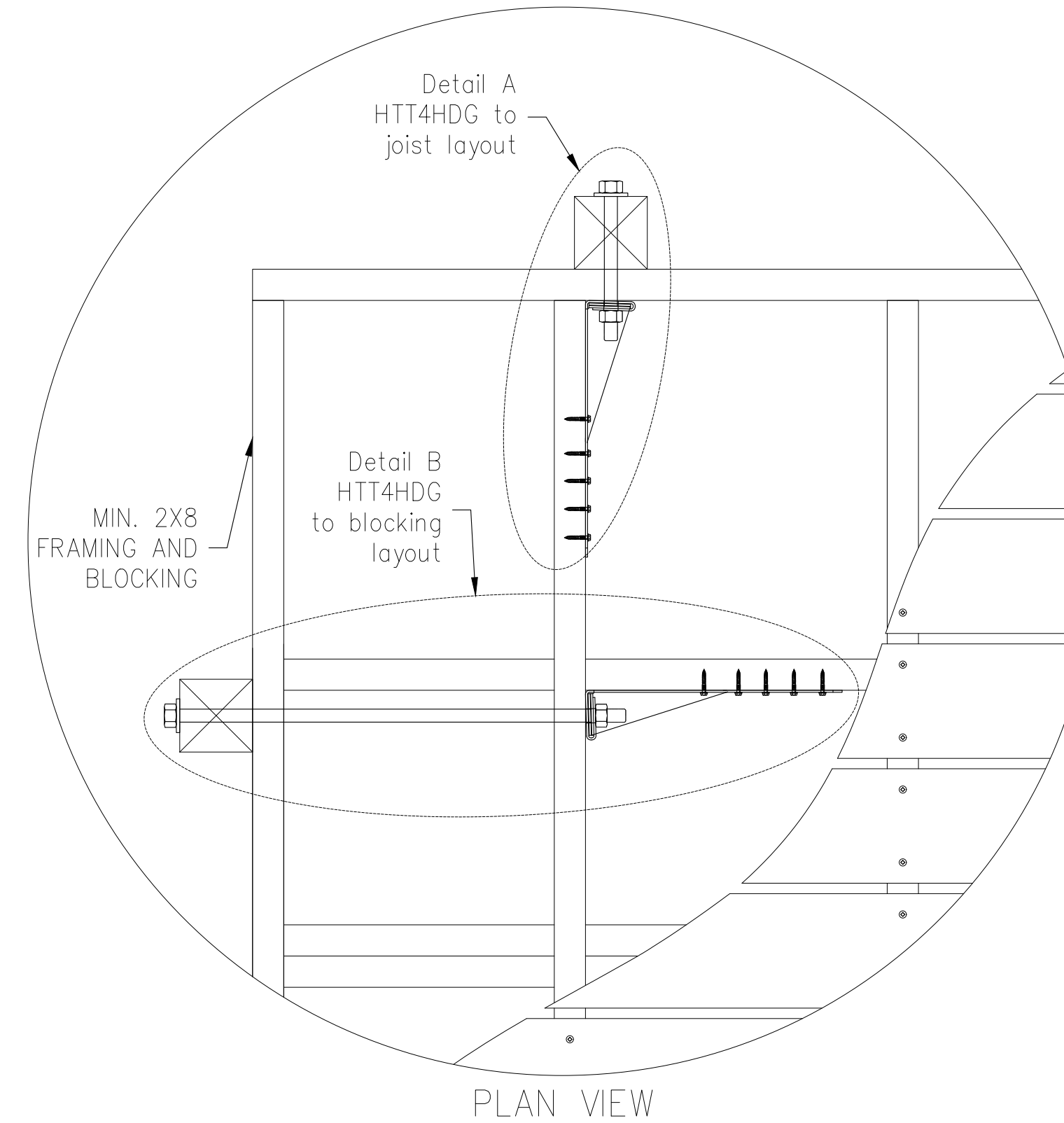
**TYPICAL WOOD RAILING**

SCALE: NTS

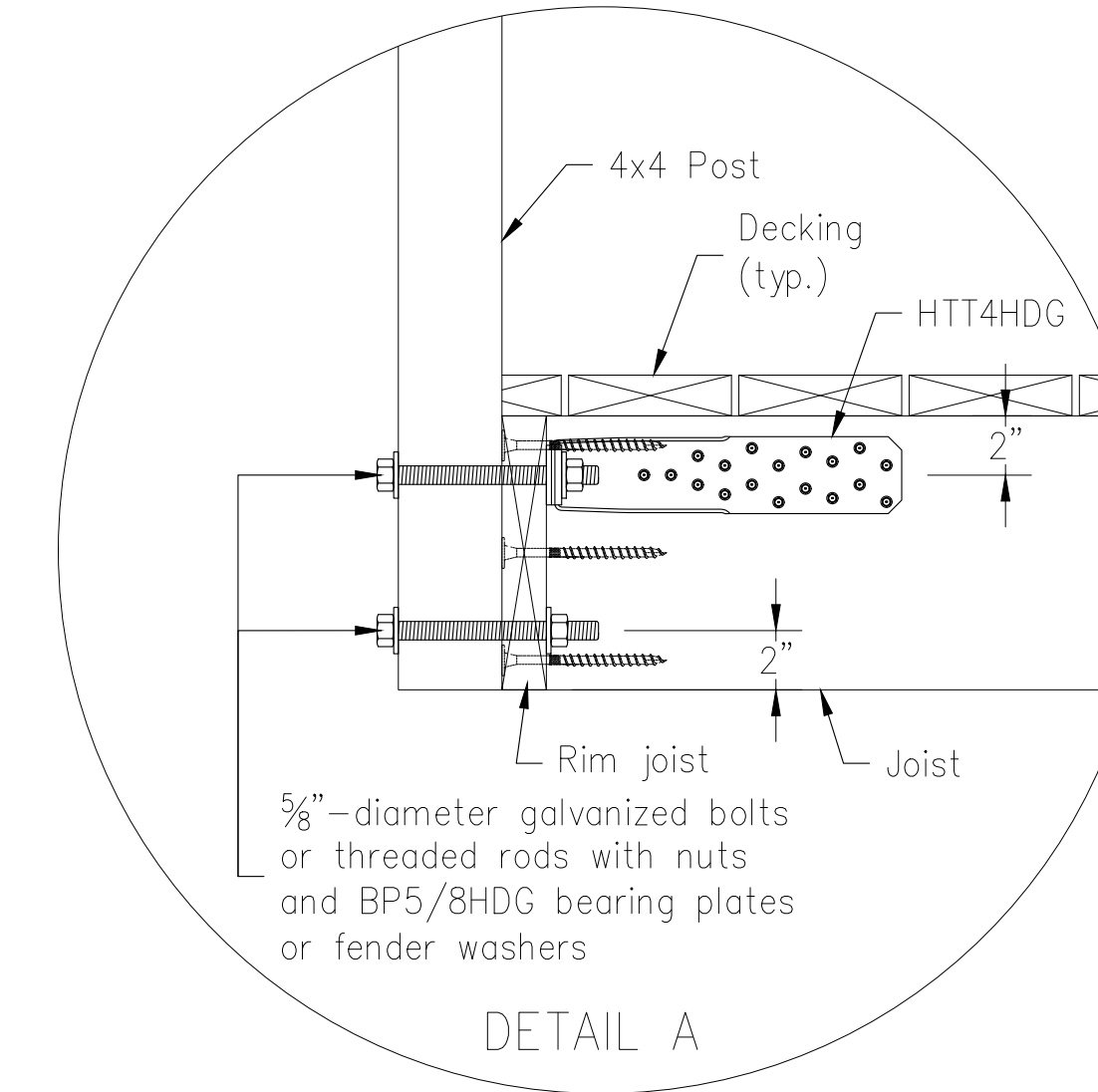


**TYPICAL WOOD RAILING  
ALONG STAIRS**

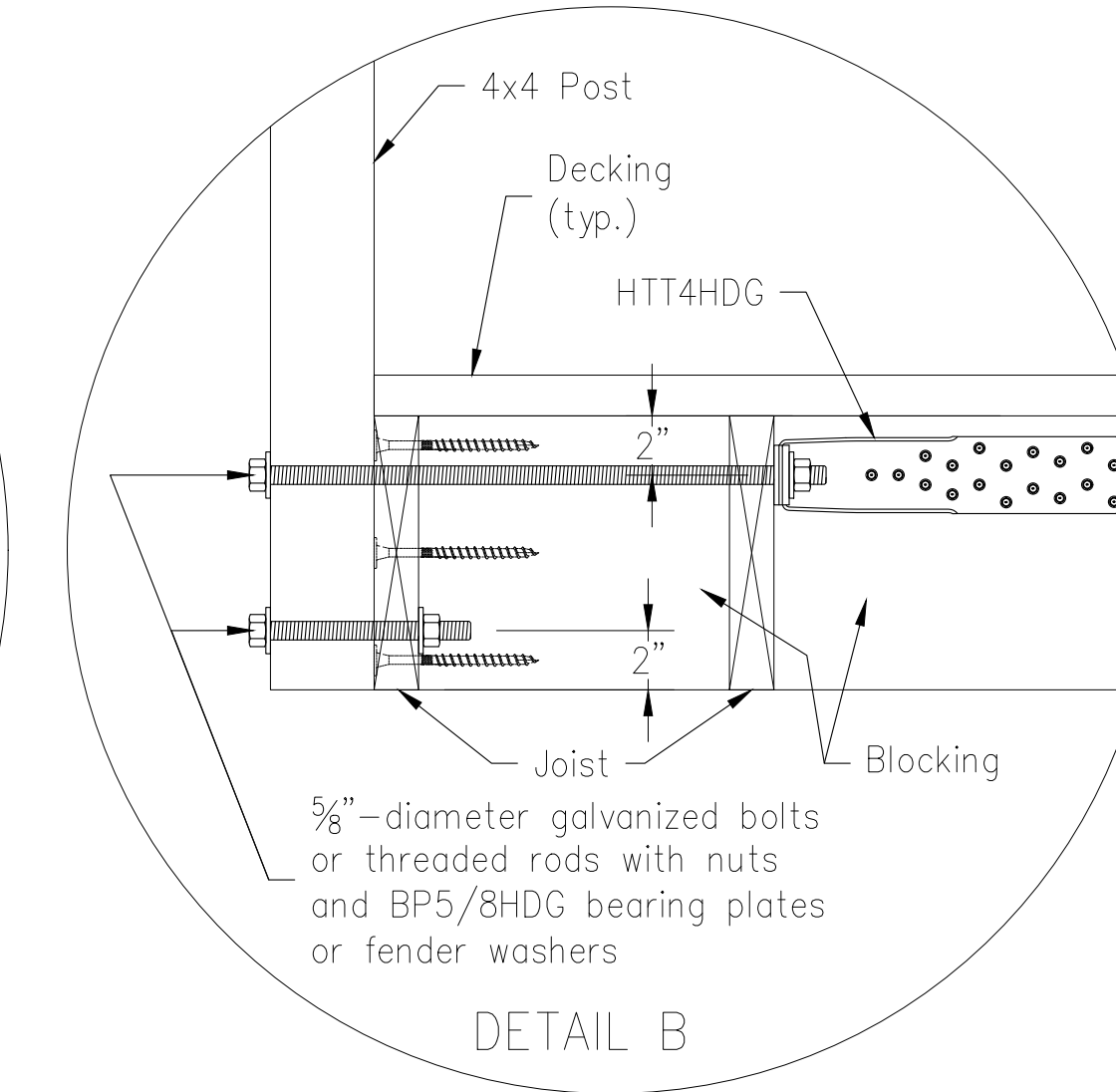
SCALE: NTS



PLAN VIEW



DETAIL A



DETAIL B

**TYPICAL 4X4 RAILING POST ANCHOR**

SCALE: NTS

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PROJECT: CITY OF MARATHON  
MARINA BUILDING  
STORAGE LOFT

SITE: 800 35TH ST OCEAN  
MARATHON, FL 33050

TITLE: DETAILS

SCALE AT 24X36:	DATE:	DRAWN:	CHECKED:
AS SHOWN	10/04/23	SAM	SAM
PROJECT NO:	DRAWING NO:	REVISION:	
2310-01	S-105	1	

**EXHIBIT "B"**  
**Unit Price Bid Form**

**Unless otherwise noted, this is a Lump Sum contract. Quantities herein are provided for the use and convenience of the Contractor. Contractor shall verify the quantities and adjust if deemed necessary. There shall be no additional compensation for quantities required to complete the work, unless the scope of work is changed by a Change Order.**

**Alternate Bid Framing Option #2**

	Scope	Unit of Measure	Estimated Quantity	Total
<b>TOTAL LS</b>	Construction of Storage Loft Framing Option #2 as Specified in Project Plans, Exhibit "A"	LS	1	\$ 42,000.00

Any item not specifically listed above is considered incidental as to the complete work. The total price submitted is all inclusive for all work, materials, labor and all other aspect required for a complete job.

TOTAL BASE BID: \$ 42,000.00 , (insert price using words)  
(Forty-Two Thousand Dollars and 00/100 )

END OF SECTION

COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and Council Members  
From: Dan Saus, Utility Director  
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-19** Authorizing A “Piggy-Back” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of one (1) 2024 Chevy Silverado 2500HD Double Cab 2WD Under The Florida Sheriff’s Bid 2024091521-NAF From Alan Jay Fleet Sales, In An Amount Not To Exceed at total of \$57,511.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The FY 2024-25 budget anticipates the replacement and/or purchase of Equipment/Vehicles for support of Wastewater Utilities for the Utilities Department. This Agenda item authorizes the purchase of one (1) 2022 Chevy Silverado 2500HD Double Cab 2WD in an amount not to exceed \$57,511.00. These trucks will be department replacement trucks that are nearing the end of their useful life.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

Approval of this resolution will appropriate funds in the FY24 Wastewater Utility Budget for the purchase of this vehicle.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-19**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “PIGGY-BACK” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF TWO (2) CHEVY SILVERADO 2500HD DOUBLE CAB 2WD UNDER THE FLORIDA SHERIFF’S BID 2024091521-NAF FROM ALAN JAY FLEET SALES, IN AN AMOUNT NOT TO EXCEED \$57,511.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Ordinance 2015-04, the City adopted purchasing policies and procedures (the “Purchasing Policies and Procedures”) after determining that it was fiscally prudent and in the City’s best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

**WHEREAS**, the Purchasing Policies and Procedures allow the City Council to enter into contracts for materials, supplies, equipment, public improvements or services without competitive bidding by utilizing existing contract terms and prices entered into by other local, state or federal governmental authorities that followed a competitive bidding procedure leading to the award of the contract in question; and

**WHEREAS**, the City desires to take advantage of the Florida Sheriffs’ Association Contract 2024091521-NAF from Alan Jay Fleet Sales, to purchase one (1) 2022 Chevy Silverado 2500HD Double Cab 2WD in an amount not to exceed \$57,511.00.

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

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

**Section 2.** The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the purchase of one (1) 2024 Chevy Silverado 2500HD Double Cab 2WD in an amount not to exceed \$57,511.00.

**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 13<sup>th</sup> DAY OF FEBRUARY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Robyn Still**

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



Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	51598-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE  
1/10/2024

## QUICK QUOTE SHEET

REVISED QUOTE DATE  
1/10/2024

REQUESTING AGENCY	MARATHON, CITY OF		
CONTACT PERSON	CHRIS WRIGHT	EMAIL	WRIGHTC@CI.MARATHON.FL.US
PHONE	305-395-1489	MOBILE	FAX

### SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	CC20953 1WT	MSRP	\$45,300.00
2024 CHEVY SILVERADO 2500HD DOUBLE CAB 2WD 8' BED WORK TRUCK			
CUSTOMER ID		NJPA PRICE	\$43,906.00
BED LENGTH	8' BED		

\*\* All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
STA	SUBJECT TO AVAILABILITY OF SPECIFIC VEHICLE AT TIME OF PURCHASE ORDER RECEIPT.	\$0.00
GAZ	Summit White	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
1WT	OPTIONS Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JFG	GVWR, 10,200 lbs. (4627 kg)	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00
BUC	FACTORY BACK UP CAMERA (STD)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	
FS MPS62U-4	(4) Federal Signal MicroPulse Ultra dual color with (2) mounted in grille and (2) mounted to rear of vehicle.		\$810.00
DTF 4 TRK	Deep tint film installed on four doors and back glass for extended/crew cab pickups.		\$290.00
D-BOX	REMOVE FACTORY PICKUP BOX		(\$200.00)
DVA SLU98ASW	8' Reading Standard Line utility body factory powder coated white with SST paddle latches (Includes 2nd stage MSO, weight slip, & final-stage manufacturers completed vehicle certification.)		\$10,520.00
DVA FFK	FUEL FILLER KIT FOR PICK UP WITH UTILITY BODY MODIFICATION		\$200.00
DVA CLIV	Class IV Trailer Hitch and 7-pin round wire harness.		\$825.00
HD USOB-TB	HD Scorpion spray on bed liner applied inside cargo area, tops of boxes, and rear bumper of 8' & 9' utility body.		\$1,160.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00

**CONTRACT OPTIONS \$13,605.00**

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

TRADE IN

TOTAL COST

\$57,511.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$57,511.00

Estimated Annual payments for 60 months paid in advance: \$12,880.10

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

ORDERED UNIT VIN: [RF291649]

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER [Ashlee.Wilson@AlanJay.com](mailto:Ashlee.Wilson@AlanJay.com)

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.

sample image of utility body





# Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

2024 Model to be provided

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete )



Note:Photo may not represent exact vehicle or selected equipment.

## Window Sticker

### SUMMARY

[Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck MSRP:\$44,100.00

Interior:Jet Black, Vinyl seat trim  
Exterior 1:Summit White  
Exterior 2:No color has been selected.  
Engine, 6.6L V8  
Transmission, 6-speed automatic, heavy-duty

### OPTIONS

CODE	MODEL	MSRP
CC20953	[Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck	\$44,100.00
<b>OPTIONS</b>		
1WT	Work Truck Preferred Equipment Group	\$0.00
AE7	Seats, front 40/20/40 split-bench	\$0.00
E63	Durabed, pickup bed	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00

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Data Version: 19740. Data Updated: Jun 21, 2023 6:40:00 PM PDT.



# Alan Jay Fleet

Ashlee Wilson | 863-402-4234 | ashlee.wilson@alanjay.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ✔

GT4	Rear axle, 3.73 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
JFG	GVWR, 10,200 lbs. (4627 kg)	\$0.00
L8T	Engine, 6.6L V8	\$0.00
MYD	Transmission, 6-speed automatic, heavy-duty	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00

**SUBTOTAL** **\$44,100.00**

Adjustments Total \$0.00

Destination Charge \$1,895.00

**TOTAL PRICE** **\$45,995.00**

## FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ✔

## Standard Equipment

### Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,200 lbs. (4627 kg) (STD) (Included and only available with CC20953 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Auto-locking rear differential

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ✔

## Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

## Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ✔

## Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

## Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage with fixed lumbar (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete )

## Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

## Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

## Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models. Not available with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

## Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

## WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ✔

## Technical Specifications

### Chassis

#### Weight Information

Standard Weight - Front	4.00 lbs	Standard Weight - Rear	2.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	N/A
Gross Axle Wt Rating - Rear	N/A	Curb Weight - Front	3594 lbs
Curb Weight - Rear	2756 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	N/A
Reserve Axle Capacity - Rear	N/A	As Spec'd Curb Weight	6356.00 lbs
As Spec'd Payload	3844.00 lbs	Maximum Payload Capacity	3850.00 lbs
Gross Combined Wt Rating	24000 lbs	Gross Axle Weight Rating	N/A
Curb Weight	6350.00 lbs	Reserve Axle Capacity	N/A
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	10200.00 lbs

#### Trailer

Dead Weight Hitch - Max Trailer Wt.	5000 lbs	Dead Weight Hitch - Max Tongue Wt.	500 lbs
Wt Distributing Hitch - Max Trailer Wt.	14500 lbs	Wt Distributing Hitch - Max Tongue Wt.	1450 lbs
Fifth Wheel Hitch - Max Trailer Wt.	16930 lbs	Fifth Wheel Hitch - Max Tongue Wt.	4232 lbs
Maximum Trailering Capacity	14500 lbs		

#### Frame

Frame Type	Hydroformed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A
Frame Thickness	N/A		

#### Suspension

Suspension Type - Front	Short/Long Arm	Suspension Type - Rear	Multi-Leaf Springs
Spring Capacity - Front	N/A	Spring Capacity - Rear	N/A
Axle Type - Front	N/A	Axle Type - Rear	N/A
Axle Capacity - Front	N/A	Axle Capacity - Rear	N/A

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# Alan Jay Fleet

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete ) ( ✓ )

## Chassis

### Suspension

Axle Ratio (:1) - Front	N/A	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51.0 mm	Shock Absorber Diameter - Rear	51.0 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

### Tires

Front Tire Order Code	QHJ	Rear Tire Order Code	QHJ
Spare Tire Order Code	ZHQ	Front Tire Size	LT245/75R17E
Rear Tire Size	LT245/75R17E	Spare Tire Size	LT245/75R17E
Front Tire Capacity	N/A	Rear Tire Capacity	N/A
Spare Tire Capacity	N/A	Revolutions/Mile @ 45 mph - Front	N/A
Revolutions/Mile @ 45 mph - Rear	N/A	Revolutions/Mile @ 45 mph - Spare	N/A

### Wheels

Front Wheel Size	17 x -TBD- in	Rear Wheel Size	17 x -TBD- in
Spare Wheel Size	17 x -TBD- in	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	Steel

### Steering

Steering Type	Pwr	Steering Ratio (:1), Overall	N/A
Steering Ratio (:1), On Center	N/A	Steering Ratio (:1), At Lock	N/A
Turning Diameter - Curb to Curb	53.9 ft	Turning Diameter - Wall to Wall	N/A

### Brakes

Brake Type	Pwr	Brake ABS System	4-Wheel
Brake ABS System (Second Line)	N/A	Disc - Front (Yes or )	Yes
Disc - Rear (Yes or )	Yes	Front Brake Rotor Diam x Thickness	14.0 x 1.6 in
Rear Brake Rotor Diam x Thickness	14.1 x 1.3 in	Drum - Rear (Yes or )	N/A
Rear Drum Diam x Width	N/A		

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Vehicle: [Fleet] 2023 Chevrolet Silverado 2500HD (CC20953) 2WD Double Cab 162" Work Truck ( Complete )

## Chassis

### Fuel Tank

Fuel Tank Capacity, Approx	36 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	N/A	Aux Fuel Tank Location	N/A

## Dimensions

### Interior Dimensions

Passenger Capacity	6	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.02 in
Front Hip Room	61.18 in	Second Head Room	39.88 in
Second Leg Room	35.24 in	Second Shoulder Room	64.88 in
Second Hip Room	60.24 in		

### Exterior Dimensions

Wheelbase	162.48 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	256.46 in
Width, Max w/o mirrors	81.85 in	Height, Overall	79.8 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	N/A	Cab to Axle	55.2 in
Cab to End of Frame	N/A	Ground to Top of Load Floor	N/A
Ground to Top of Frame	N/A	Frame Width, Rear	N/A
Ground Clearance, Front	10.15 in	Ground Clearance, Rear	10.15 in
Body Length	0.00 ft	Cab to Body	N/A

### Cargo Area Dimensions

Cargo Box Length @ Floor	98.27 in	Cargo Box Width @ Top, Rear	N/A
Cargo Box Width @ Floor	71.4 in	Cargo Box Width @ Wheelhousings	50.55 in
Cargo Box (Area) Height	21 in	Tailgate Width	N/A
Cargo Volume	83.5 ft³	Ext'd Cab Cargo Volume	N/A

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COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and Council Members  
From: Dan Saus, Utility Director  
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-20**, Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase from Airvac (now the Aqseptance Group) one vacuum collection system vacuum pump replacement spare, In An Amount Not To Exceed \$64,852.90; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The city’s vacuum system continues to age and we have the ability to purchase a spare vacuum pumps for our vacuum station.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

The FY24 Adopted Wastewater Utility Budget includes appropriations of \$500,000 for collection system repairs and maintenance.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-20**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “SOLE SOURCE” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF ONE AIRVAC VACUUM PUMP (NOW THE AQSEPTANCE GROUP), IN AN AMOUNT NOT TO EXCEED \$64,852.90; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2015-04, the City adopted purchasing policies and procedures (the “Purchasing Policies and Procedures”) after determining that it was fiscally prudent and in the City’s best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

**WHEREAS**, the Purchasing Policies and Procedures allow the City Council to enter into contracts for materials, supplies, equipment, public improvements or services without competitive bidding by utilizing existing contract terms and prices entered into by other local, state or federal governmental authorities that followed a competitive bidding procedure leading to the award of the contract in question; and

**WHEREAS**, the City desires to take advantage of the Sole Source purchasing procedure, to purchase various Airvac (now the Aqseptance Group) vacuum pumps in an amount not to exceed \$64,852.90, which will be submitted for reimbursement from the ACOE Grant.

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

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

**Section 2.** The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the purchase of Airvac vacuum pumps in an amount not to exceed \$64,852.90

**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 13<sup>th</sup> DAY OF FEBRUARY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Robyn Still**

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

Airvac, Inc.  
 4217 N. Old US Highway 31  
 Rochester, IN 46975  
 Tel# 574.223.3980  
 Tax ID#:35-2749561



**Airvac**

**Sold-to address**

City of Marathon, Florida  
 9805 Overseas Highway  
 Marathon FL 33050

**Ship-to address**

City of Marathon  
 10335 Overseas Hwy.  
 Marathon FL 33050

Quotation
<b>Number/Date</b> 20129814 / 01/12/2024
<b>Reference no./Date</b>
<b>Sold-To</b> 10000670
<b>Validity period</b> 01/12/2024 to 02/12/2024
<b>Sales person name</b> Southeast
<b>Entered by</b> Becky Murphy

**We deliver according to the following conditions:**

Currency USD

**Terms of payment:** Within 30 days without deduction

**Terms of delivery:** CIP Marathon, FL

THIS IS NOT A BILL

US13MAR06P03

\*freight not in quote, to be added when invoiced

Estimated 20-24 week lead time

Item	Material Description	Qty	UoM	Price	Value
000010	970000007 BUSCH MINK MV1202 VERTICAL VERTICAL MINK PUMP 677 CFM AIRVAC PUMP SPEC	1.000	EA	64,852.90 USD	64,852.90
<b>Items total</b>					<b>64,852.90</b>
Tax Jur Code Level 1		0.000	%	64,852.90	0.00
<b>Final amount</b>					<b>64,852.90</b>

Airvac, Inc. on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Airvac, Inc. as designated [hereinafter Airvac]) will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Airvac's terms and conditions published at: www.airvac.com/en/terms-and-conditions and/or that are forwarded with the order request [hereinafter Terms]. These Terms shall control and govern all transactions between Buyer and Airvac, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form) for the particular subject matter effective either upon buyer signing the Terms or order confirmation or quote, or upon Airvac shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms, together with the specifications, drawings and other requirements specified, constitutes the entire agreement between the parties, and all prior negotiations or proposals related thereto are superseded and of no effect. Any written confirmation by buyer containing additional or different terms from the Terms shall be of no effect, unless Airvac expressly agrees, in writing, to such additional or different terms.



COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024  
To: Honorable Mayor and Council Members  
From: Dan Saus, Utility Director  
Through: George Garrett, City Manager



Agenda Item: **Resolution 2024-21** Authorizing an upgrade of twelve electrical disconnect switches at various city facilities from Nearshore Electric, Inc., In An Amount Not To Exceed \$36,735.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The city’s vacuum system continues to age, and we have multiple locations where fused electrical disconnect switches are failing due to corrosion. Staff wish to upgrade these units to non-fused units which have a longer life expectancy in their operating environment.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

FISCAL NOTE:

The FY24 Adopted Wastewater Utility Budget includes appropriations of \$500,000 for collection system repairs and maintenance.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF PURSUANT TO THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE UPGRADE OF TWELVE DISCONNECT SWITCHES AT VARIOUS CITY FACILITIES FROM NEARSHORE ELECTRIC, INC. IN AN AMOUNT NOT TO EXCEED \$36,735.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2015-04, the City adopted purchasing policies and procedures (the "Purchasing Policies and Procedures") after determining that it was fiscally prudent and in the City's best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

**WHEREAS**, the Purchasing Policies and Procedures allow the City Council to enter into contracts for materials, supplies, equipment, public improvements or services without competitive bidding by utilizing existing contract terms and prices entered into by other local, state or federal governmental authorities that followed a competitive bidding procedure leading to the award of the contract in question; and

**WHEREAS**, the City desires to have twelve disconnect switches upgraded in an amount not to exceed \$36,735.00, which may be submitted for reimbursement from the ACOE Grant.

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

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

**Section 2.** The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the upgrade of twelve disconnect switches from Nearshore Electric, Inc. in an amount not to exceed \$36,735.00

**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 13<sup>th</sup> DAY OF FEBRUARY, 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Mayor Robyn Still**

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



# Nearshore Electric, Inc.

State Certified Electrical Contractor

#EC13001186

## *Scope of Work*

**Owner: Utilities Management**

**Phone: (941) 468-5121 ~ Email: Whippoc@ci.marathon.fl.us**

**Project: Provide Non-Fusible Disconnects**

**Project Address: Warehouse**

**Marathon, Fl. 33050**

*Job #240101*

*Confidential*

January 22, 2024

To all concerned,

We are pleased to offer you our proposal for the electrical work required in Marathon, Florida. All work performed by Nearshore Electric, Inc. shall conform to current codes, regulations, and project specifications. All work performed by Nearshore Electric, Inc. shall be warranted for a period of one year. The following breakdown describes the items and services that Nearshore Electric, Inc. shall provide as well as any exclusion from our scope of work.

There is a 3-5 week lead time.

### **INCLUDED IN BID:**

#### **Area 3**

- ◆ Remove 3-100amp rated fused disconnects
- ◆ Provide and install 3-100amp rated NEMA4X 316 stainless steel 3-phase non-fusible disconnects
- ◆ Remove 2-60amp rated fused disconnects
- ◆ Provide and install 2- 60amp rated NEMA4X 316 stainless steel 3-phase non-fusible disconnects

#### **Area 4**

- ◆ Remove 2-60amp rated fused disconnects
- ◆ Provide and install 2- 60amp rated NEMA4X 316 stainless steel 3-phase non-fusible disconnects

#### **Area 6**

- ◆ Remove 3-60amp rated fused disconnects
- ◆ Provide and install 3-60amp rated NEMA4X 316 stainless steel 3-phase non-fusible disconnects
- ◆ Remove 2-30amp rated fused disconnects
- ◆ Provide and install 2- 30amp rated NEMA4X 316 stainless steel 3-phase non-fusible disconnects
- ◆ Workers Comp/General Liability Insurance
- ◆ Taxes
- ◆ Warranty



# Nearshore Electric, Inc.

State Certified Electrical Contractor

#EC13001186

**EXCLUDED FROM BID:**

- ◆ Permit fees
- ◆ Any Scope of work not clearly shown on drawings or within the bid documents and/or specifications is not included in this proposal.

**Bid Summary:**

**Area 3-**

Materials- \$17,360.00

Labor- \$2,050.00

Total- \$19,410.00

**Area 4-**

Materials- \$4,590.00

Labor- \$1,070.00

Total- \$5,660.00

**Area 6-**

Materials- \$10,355.00

Labor- \$1,310.00

Total- \$11,665.00

We propose to furnish material and labor, complete in accordance with the above specifications, for the lump sum of:

***Thirty-Six Thousand Seven Hundred Thirty-Five Dollars and No Cents .....\$36,735.00***

Authorized Signature Jeffery L Kirk  
Jeffery L Kirk ~ President

Date 1/22/2024

**Proposal is good for 30 days and is subject to increase due to COVID-19**

Price Volatility and Increased Costs Due to COVID-19: The parties acknowledge that some of the materials and products to be used and installed in the construction of this project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the contractor, including the COVID-19 pandemic. If a specified product is unavailable or shipment is delayed, contractor shall provide written notice and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment or products between the date of this contract and the time when the job is ready for the installation of the affected material, the amount of this contract shall be increased to reflect the additional cost to obtain the materials, provided that the contractor gives the owner/general contractor written notice and documentation of the increased costs.

COUNCIL AGENDA STATEMENT



Meeting Date: February 13, 2024  
To: Honorable Mayor & Members of the City Council  
From: Dan Saus, Utilities Director  
Through: George Garrett, City Manager

Agenda Item: **Resolution 2024-22**, Approving A Change Order To Increase The Total Work Authorization Amounts Of \$57,041.20 For Weiler Engineering Corporation; Authorizing The City Manager To Execute The Change Orders And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

A backup memo dated January 18, 2024, is attached as Exhibit “A” and details the change order cost changes as described above.

CONSISTENCY CHECKLIST:

- 1. Comprehensive Plan
- 2. Other – 2010 Sewer Mandate
- 3. Not applicable

Yes	No
<u>X</u>	_____
<u>X</u>	_____
<u>X</u>	_____

FISCAL NOTE:

The FY24 Adopted Wastewater Utility Budget Includes the following appropriations for this work

- Chemical System Upgrade Project - \$892,833
- General Engineering Services \$75,000

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-22**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A INCREASE IN THE PROJECT SPECIFIC AGREEMENTS AMOUNT OF \$57,041.20 TO WEILER ENGINEERING; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the City staff wish to close out 2023 and approve the change orders listed above which will enable the City to continue to receive the consulting needed to compete specific ongoing projects; and

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

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

**Section 2.** Backup memo dated January 18, 2024 attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to approve the change orders to the Project Agreements and expend budgeted funds on behalf of the City.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13<sup>th</sup> DAY OF FEBRUARY 2024.**

**THE CITY OF MARATHON, FLORIDA**

---

**Robyn Still, 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





January 18, 2024

Mr. Dan Saus, Utilities Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: Weiler Engineering Project Specific Agreements Change Orders

Mr. Saus,

The Weiler Engineering Corporation (“WEC”) has entered into a number of Project Specific Agreements (“PSAs”) over recent years. The PSAs are written with a not-to-exceed project amount. Billing against the not-to-exceed amounts in the PSA is prepared based on the WEC hourly rates and on reimbursable expenses, if any.

The attached table lists current PSAs that are either completed and can be closed out, or that are on-going but do not have adequate funding to complete the work. Some of the completed PSAs have remaining balances that will not be expended. These PSAs can be closed out and the remaining funds cleared from the City’s budgets. The on-going PSA for which funding has been depleted are listed in the attached table, with the current overages and estimated budgets to complete the remaining work shown. The column titled “Change Order Amount” in the attached table shows both the positive and negative balances.

Per the City’s direction, deductive change orders will not be prepared for completed PSAs that have remaining funds. These are the negative numbers shown in the Change Order Amount column.

The positive numbers in the Change Order Amount column represent the sum of overages to date plus the estimated funds needed to complete the work. For each of these PSAs, an additive Change Order and an explanatory memo have been prepared. These Change Orders will need to be approved by Council.

The attached table shows the sum of the residual funds for completed PSAs and the needed funds to complete the on-going PSAs. You will note that the sum shown on the table indicates a net additive amount of \$57,041.20. Of that sum, \$50,000.00 is for adding General Utilities Consulting services to cover the calendar year 2024 general

consulting services as your requested. Without the addition of \$50,000.00 for 2024 general consulting, the reconciliation of these PSAs yields a net increase of only \$7,041.20. This demonstrates that the estimated PSA amounts in aggregate were reasonable, with only a minor net additive change required.

WEC requests that you close out the PSAs indicated as such on the attached table and that you execute the additive change orders after approval by Council. In the meantime, WEC will continue to work in good faith on the PSAs for which additive change orders have been requested. Please let me know if you have any questions or if we can provide any additional supporting documentation.

Sincerely,

*Edward R. Castle*

Edward R. Castle, Vice President  
The Weiler Engineering Corporation

Project Number	PSA Number	Description	Current Balance	Needed to Finish	Change Order Amount	Notes and Comments
20100.001	2020-24-WW	Chemical Upgrades	(\$13,302.50)	\$51,697.50	\$65,000.00	Construction delays, failed testing, re-testing. Estimated 4 months more construction
21100.001	2021-02-WW	Area 3-4 Force Main CEI and Area 3 Well Challenge	\$27,835.05	\$0.00	(\$27,835.05)	Done with both, Area 3 Expansion permit NOI issued. CLOSE PROJECT
21100.003	2021-43-WW	Holiday Inn (Fairfield Inn) Pump Station	(\$5,463.75)	\$4,536.25	\$10,000.00	Landscaping remains to be done and project close-out.
21100.006	2021-83-WW	Area 4 & 6 Permit Renewals	\$9,217.50	\$0.00	(\$9,217.50)	Renewals were approved, NOI issued. CLOSE PROJECT
22100.001	2022-01-WW	Area 7 Filter and Headworks Design	(\$957.50)	\$0.00	\$0.00	We will waive the remainder. CLOSE PROJECT
22100.003	2022-80-WW	FOLKS Suit	\$42,498.75	\$0.00	(\$42,498.75)	Done. CLOSE PROJECT
23100.001	2023-02-WW	DPR and Effluent Disposal Options	(\$190.00)	\$0.00	\$0.00	We will waive the remainder. CLOSE PROJECT
23100.002	2023-05-WW	General Utility Consulting	(\$7,312.50)	\$50,000.00	\$57,312.50	This total includes recent billings plus \$50,000 for 2024 General Consulting.
23100.005	2023-20-WW	FDEP Compliance (Above-ground Storage Tanks)	\$7,970.00	\$0.00	(\$7,970.00)	Done. CLOSE PROJECT
23100.006	2024-02-WW	Area 3 Permit Renewal	(\$2,250.00)	\$10,000.00	\$12,250.00	Recently notified by FDEP of need for time extension and will request response to Maui decision



January 9, 2024

Mr. Dan Saus, Utilities Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: Weiler Engineering Project Specific Agreement 2020-24-WW  
Chemical Upgrades at Areas 3, 4, 5, 6 & 7 WWTPs

Mr. Saus,

The Weiler Engineering Corporation (“WEC”) entered into the above referenced project specific agreement (“PSA”) in 2020. The original scope of work included design, permitting, and construction phase services for the installation of new chemical feed pump skids and storage tanks at the City’s WWTP. The original amount of the PSA was \$150,500.00.

In 2022, the City approved Change Order No. 1 to the Chemical Upgrades PSA in the amount of \$87,000.00. This increase in engineering costs was needed to compensate WEC for the following:

1. Negotiate changes in the scope of work to reduce the construction cost to an amount equal to the available grant funding.
2. Re-design the structures associated with the chemical pump skids and storage tanks to comply with the proposed new FIRMS which will increase the Base Flood Elevation at the WWTPs.
3. Add additional time for construction inspections and contract administration due to the changes in scope for the project.

The \$87,000.00 additive change order increased the total PSA amount to \$237,500.00.

Proposed Change Order No. 2 to the Chemical Upgrades PSA will increase the PSA amount by \$65,000.00. The additional requested funds are needed to complete the construction and inspection (CEI ) services due to the extended period of construction.

1. In large part, the time of construction was increased due to the Covid-19 pandemic, which was declared over in May 2023. During the pandemic, the global economy suffered and caused delays in production and delivery of materials needed to complete the project. The City’s contractor was unable to procure the planned materials in a timely manner and was force to search for

alternative materials and equipment. This delayed construction and created a need for additional engineering reviews of revised shop drawings and equipment submittals.

2. The Contractor has encountered difficulties in constructing the chemical feed piping and has experienced numerous failures of pressure testing. This has caused an ongoing need for re-working of the chemical feed piping and multiple re-tests of the piping. WEC has prepared a memo rejecting the piping at all locations. This problem is not yet resolved. A meeting with the City, WEC, and the contractor was held on January 9, 2024 in an attempt to resolve the piping failures.

As of January 2024, the final chemical pump skid was just received for the Area 7 WWTP. Installation of this pump skid is scheduled to start this month. These delays slowed down construction however, construction continued at a reduced rate throughout the project. WEC was required to perform inspections, witness re-testing, attend progress meetings and negotiate resolution of the rejection of the chemical piping throughout the extended construction period.

It is anticipated that completion of the installation of the chemical pumping system at Area 7 and the removal and replacement of the chemical piping at all locations will not be completed until May 2024. For the above stated reasons, WEC requests that the City provide the needed additional engineering funding for the Chemical Upgrades Project in the amount of \$65,000.00, bringing the new project total to \$302,500.00.

WEC respectfully requests that the City approve Change Order No. 2 to the Chemical Upgrades Project in the amount of \$65,000.00.

Sincerely,

*Edward R. Castle*

Edward R. Castle, Vice President  
The Weiler Engineering Corporation

**EXHIBIT "C"**  
**CHANGE ORDER**

**CHANGE ORDER NO.   2**

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**TO: City of Marathon**

**PROJECT: Work Authorization 2020-24-WW**  
**Chemical Upgrades at Area 3, 4, 5, 6 & 7 WWTPs**

**CONTRACTOR: Weiler Engineering Corporation**

**DATE: January 9, 2024**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$237,500.00 under the Agreement will be ~~unchanged~~ **changed** by this Change Order, and (b) the schedule for performance of Work will be ~~unchanged~~ **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. 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.

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CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Not Applicable (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
**City of Marathon**

Attest: \_\_\_\_\_  
Signature and Title  
**Contractor**

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

By: Edward R. Castle  
Name: Edward R. Castle  
Title: Vice President, Weiler Engineering

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	\$150,500.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$237,500.00
(3)	Total Proposed Change in Contract Price	\$65,000.00
(4)	New Contract Price (Item 2 + Item 3)	\$302,500.00
(5)	Original Contract Time	N/A
(6)	Proposed Change in Contract Time	N/A
(6.1)	Current Contract Time (Adjusted by Previous Change Orders)	N/A
(7)	Total Proposed Change in Contract Time	N/A
(8)	New Contract Time (Item 6 ± Item 7)	N/A
(9)	Original Contract Substantial Completion Date	N/A
(10)	New Contract Substantial Completion Date	N/A

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1	Total Contract Price	\$150,500.00	\$87,000.00	\$0.00	\$87,000.00	N/A
2	Total Contract Price	\$237,500.00	\$65,000.00	\$0.00	\$65,000.00	N/A
<b>Total</b>					<b>\$152,000.00</b>	<b>N/A</b>



January 9, 2024

Mr. Dan Saus, Utilities Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: Weiler Engineering Project Specific Agreement 2021-43-WW  
Holiday Inn Pump Station Design and Construction Phase Engineering

Mr. Saus,

The Weiler Engineering Corporation (“WEC”) entered into the above referenced project specific agreement (“PSA”) in 2021. The original scope of work included completing the design and providing bidding assistance for the Fairfield Inn (formerly Holiday Inn) pump station and to provide construction phase services for the installation of the pump station. The original amount of the PSA was \$34,978.00.

Proposed Change Order No. 1 to the Holiday Inn Pump Station PSA will increase the PSA amount by \$10,000.00. The additional requested funds are needed to complete the construction phase engineering services due to the need to re-bid the work and due to the extended period of construction.

The Invitation to Bid for this project was originally published in October 2021. Two bids were received which were both considerably higher than the Engineer’s Estimate for the project. Therefore, both bids were rejected, causing a need to modify the Invitation to Bid, re-advertise the bid, conduct another pre-bid meeting, and analyze bids received. WEC notified qualified local contractors of the second round of bidding to encourage more bids. Four bids were received in this second round of bidding, and the project was awarded to Tropical Underground, the low bidder.

The Notice to Proceed was issued to Tropical Underground in July 2022. During construction, two change orders were issued to Tropical Underground: modifying the scope of work to include conversion of the existing buffer tank into a manhole and adding landscaping to the scope of work. Both of these change orders added scope and time to the construction project, increasing the needed construction engineering and inspection phase of services. Currently, the final startup of the pump station remains to be completed and the landscaping is yet to be completed.



The WEC PSA funds have been exceeded at this point, with the remaining work identified above yet to be completed. It is estimated that an additional 60 days will be needed to complete the remaining scope.

WEC respectfully requests that the City approve Change Order No. 1 to the Holiday Inn Pump Station PSA in the amount of \$10,000.00, increasing the total PSA amount to \$44,978.00.

Sincerely,

*Edward R. Castle*

Edward R. Castle, Vice President  
The Weiler Engineering Corporation

**EXHIBIT "C"**  
**CHANGE ORDER**

CHANGE ORDER NO. 1

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**TO: City of Marathon**

**PROJECT: Work Authorization 2021-43-WW**  
**Holiday Inn Pump Station Design & Construction Phase Engineering Services**

**CONTRACTOR: Weiler Engineering Corporation**

**DATE: January 9, 2024**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$237,500.00 under the Agreement will be ~~unchanged~~ **changed** by this Change Order, and (b) the schedule for performance of Work will be ~~unchanged~~ **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. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

---

---

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Not Applicable (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
**City of Marathon**

Attest: \_\_\_\_\_  
Signature and Title  
**Contractor**

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

By: Edward R. Castle  
Name: Edward R. Castle  
Title: Vice President, Weiler Engineering

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	\$34,978.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$34,978.00
(3)	Total Proposed Change in Contract Price	\$10,000.00
(4)	New Contract Price (Item 2 + Item 3)	\$44,978.00
(5)	Original Contract Time	N/A
(6)	Proposed Change in Contract Time	N/A
(6.1)	Current Contract Time (Adjusted by Previous Change Orders)	N/A
(7)	Total Proposed Change in Contract Time	N/A
(8)	New Contract Time (Item 6 ± Item 7)	N/A
(9)	Original Contract Substantial Completion Date	N/A
(10)	New Contract Substantial Completion Date	N/A

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1	Total Contract Price	\$34,978.00	\$10,000.00	\$0.00	\$10,000.00	N/A
<b>Total</b>					<b>\$10,000.00</b>	<b>N/A</b>



January 17, 2024

Mr. Dan Saus, Utilities Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: Weiler Engineering Project Specific Agreement 2023-05-WW  
General Utilities Consulting

Mr. Saus,

The Weiler Engineering Corporation (“WEC”) entered into the above referenced project specific agreement (“PSA”) in 2023. The Agreement is used by the Utilities Department to authorize WEC to provide engineering assistance on an as-needed basis for small, unanticipated projects. Work under this PSA is performed only at the direction of the Utilities Director. The original amount of the PSA was \$30,000.00. The Agreement amount was increased to \$70,000.00 via Change Order No. 1 in May 2023.

The funds allocated have been exceeded at this point by \$7,312.50. WEC requests that this PSA be increased by \$7,312.50 to allow for payment of the already-performed work, and at your recommendation we request an additional increase of \$50,000.00 to cover general utility consulting work in calendar year 2024.

WEC respectfully requests that the City approve Change Order No. 2 to the General Utilities Consulting PSA in the amount of \$57,312.50, increasing the total PSA amount to \$127,312.50.

Sincerely,

*Edward R. Castle*

Edward R. Castle, Vice President  
The Weiler Engineering Corporation

**EXHIBIT "C"**  
**CHANGE ORDER**

**CHANGE ORDER NO.   2**

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**TO: City of Marathon**

**PROJECT: Work Authorization PSA-2023-05-WW**

**CONTRACTOR: Weiler Engineering Corporation**

**DATE: January 17, 2024**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$30,000.00 under the Agreement will be [**unchanged**] [**changed**] by this Change Order, and (b) the schedule for performance of Work will be [**unchanged**] [**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. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

---

---

CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Not Applicable (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

**City of Marathon**

Attest: \_\_\_\_\_  
Signature and Title

**Contractor**

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

By: Edward R. Castle  
Name: Edward R. Castle  
Title: Vice President, Weiler Engineering

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	\$30,000.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$70,000.00
(3)	Total Proposed Change in Contract Price	\$57,312.50
(4)	New Contract Price (Item 2 + Item 3)	\$127,312.50
(5)	Original Contract Time	N/A
(6)	Proposed Change in Contract Time	N/A
(6.1)	Current Contract Time (Adjusted by Previous Change Orders)	N/A
(7)	Total Proposed Change in Contract Time	N/A
(8)	New Contract Time (Item 6 ± Item 7)	N/A
(9)	Original Contract Substantial Completion Date	N/A
(10)	New Contract Substantial Completion Date	N/A

CHANGE ORDER HISTORY						
C/O No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1.	Total Contract Price	\$30,000.00	\$40,000.00	\$0.00	\$40,000.00	N/A
2.	Total Contract Price	\$70,000.00	\$57,312.50	\$0.00	\$57,312.50	N/A
<b>Total</b>					<b>\$97,312.50</b>	<b>N/A</b>



January 10, 2024

Mr. Dan Saus, Utilities Director  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

Re: Weiler Engineering Project Specific Agreement 2024-02-WW  
Area 3 WWTP Permit Renewal

Mr. Saus,

The Weiler Engineering Corporation (“WEC”) entered into the above referenced project specific agreement (“PSA”) in May of 2023. The original scope of work included completing the WWTP permit renewal application and the permit renewals for two shallow injection wells. The renewal application package was submitted and a response to the FDEP’s Request for Additional Information was submitted per the requirements of the PSA.

Since that time, the FDEP Southeast District has asked for and was granted an extension of the time limit for further action by FDEP. When requesting the time extension, the FDEP representative stated that they were not ready to issue the permit at this point and indicated that they intend to request that the City demonstrate that the Area 3 shallow wells are not the functional equivalent of a direct discharge and that the facility is therefore not subject to the US Supreme Court ruling in the Maui Decision.

The City previously fell under the jurisdiction of the South District for FDEP permitting. WEC and the City had adequately demonstrated to the South District’s satisfaction that the Maui Decision was not applicable to the Marathon shallow wells for the Area 3 WWTP expansion permit, the Area 4 WWTP permit renewal, and the Area 6 WWTP permit renewal. The Southeast District was informed of this but is still requiring demonstration to their satisfaction that the Maui Decision does not apply to the Area 3 shallow wells for the WWTP renewal.

Although the two- and three-dimensional modeling of groundwater movement performed for the Area 3 WWTP is available and does not need to be re-run, along with other supporting documentation, the response to the Southeast District’s Request for Additional Information will require updating of information, re-formatting of responses, and

potentially providing further relevant documentation. These additional requirements from FDEP will warrant additional engineering efforts.

WEC respectfully requests that the City approve Change Order No. 1 to the Area 3 WWTP Permit Renewal PSA in the amount of \$12,250.00, increasing the total PSA amount to \$39,750.00.

Sincerely,

*Edward R. Castle*

Edward R. Castle, Vice President  
The Weiler Engineering Corporation



**EXHIBIT "C"**  
**CHANGE ORDER**

**CHANGE ORDER NO. 1**

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**TO: City of Marathon**

**PROJECT: Work Authorization 2024-02-WW  
Area 3 WWTP Operating Permit Renewal**

**CONTRACTOR: Weiler Engineering Corporation**

**DATE: January 10, 2024**

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This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth on **Exhibit "1"** attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to the Contractor for all costs, expenses, overhead, and profit, and any damages, and/or time adjustments of every kind that the Contractor may incur in connection with the above referenced changes in the Work, and any other effect on any of the Work under the Agreement. The Contractor acknowledges and agrees that (a) the Contract Price of \$27,500.00 under the Agreement will be ~~[unchanged]~~ **[changed]** by this Change Order, and (b) the schedule for performance of Work will be ~~[unchanged]~~ **[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. 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.

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CONSENT OF SURETY TO CHANGE ORDER

The Surety Agrees that this change order is not a cardinal change and if the Change Order includes an increase in the Contract amount, then the penal amount of the payment and performance bond issued for this Contract is increased by the dollar amount of this Change Order.

Not Applicable (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title  
**City of Marathon**

Attest: \_\_\_\_\_  
Signature and Title  
**Contractor**

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

By: Edward R. Castle  
Name: Edward R. Castle  
Title: Vice President, Weiler Engineering

Exhibit "1"

CHANGE ORDER SUMMARY

This Change Order is necessary to cover changes in the Work to be performed under this Agreement. Except as may be modified herein all of the provisions of the Agreement apply to and govern all Work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE AGREEMENT DOCUMENTS:

(1)	Original Contract Price	\$27,500.00
(2)	Current Contract Price (Adjusted by Previous Change Orders)	\$27,500.00
(3)	Total Proposed Change in Contract Price	\$12,250.00
(4)	New Contract Price (Item 2 + Item 3)	\$39,750.00
(5)	Original Contract Time	N/A
(6)	Proposed Change in Contract Time	N/A
(6.1)	Current Contract Time (Adjusted by Previous Change Orders)	N/A
(7)	Total Proposed Change in Contract Time	N/A
(8)	New Contract Time (Item 6 ± Item 7)	N/A
(9)	Original Contract Substantial Completion Date	N/A
(10)	New Contract Substantial Completion Date	N/A

CHANGE ORDER HISTORY						
Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change Contract Time
1	Total Contract Price	\$27,500.00	\$12,250.00	\$0.00	\$12,250.00	N/A
<b>Total</b>					<b>\$12,250.00</b>	<b>N/A</b>



COUNCIL AGENDA STATEMENT

Meeting Date: February 13, 2024
To: Honorable Mayor and City Councilmembers
From: John A. Johnson, Fire Chief
Through: George Garrett, City Manager

Agenda Item: Resolution 2024-23, Authorizing The Purchase Of A New Engine Under The Florida Sheriff’s Contract Bid #16-VEF12.0 From TEN-8 Fire & Safety LLC. The Total Cost Of Proposed Engine Is \$1,072,908.89. An Optional Pre-Pay Discount, With A 100% Performance Bond Included is \$125,090.26. Payment Would Have To Be Made In Full Within 30 Days of Purchase Order. Total Due If Utilizing The Pre-Pay Discount Would Be \$947,818.63; Authorizing The City Manager To Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The new engine will replace the current Engine 15, which has depreciated. Engine 15 is the department’s old Engine 14 which served as our front-line apparatus from 2007-2018 before it shifted to Station 15. Engine 15 has been through multiple hurricanes and has run every primary 911 call until it was moved to Station 15 in 2018. The maintenance costs for this engine are beginning to become significant and a replacement is recommended. The new engine is up to date with the current National Standards including recent NFPA changes. Funds are in vehicle replacement reserves for this vehicle replacement.

CONSISTENCY CHECKLIST:

Table with 3 columns: Item, Yes, No. Row 1: Comprehensive Plan, Row 2: Other, Row 3: Not applicable

FISCAL NOTE:

The FY24 Vehicle Replacement fund has \$2,733,654 for the replacement of City vehicles used in General Fund Departments. The FY24 Capital Infrastructure Budget did not anticipate the pre-payment for this vehicle. A budget amendment will come at a future date (statutory deadline 11/30/24) that will include the proper fund transfers to cover the expenditure for this pre-paid purchase, if approved.

RECOMMENDATION:

Council Approve Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, PURSUANT TO THE CITY'S PROCUREMENT POLICIES AND PROCEDURES OF A NEW ENGINE UNDER THE FLORIDA SHERIFF'S CONTRACT BID #16-VEF12.0 FROM TEN-8 FIRE & SAFETY LLC. IN AN AMOUNT NOT TO EXCEED \$1,072,908.89; AUTHORIZING THE CITY MANAGER TO APPROPRIATE AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Ordinance 2014-15, the City adopted purchasing policies and procedures (the "Purchasing Policies and Procedures") after determining that it was fiscally prudent and in the City's best interest to adopt policies and procedures for City employees and officials regarding the acquisition and purchase of contractual services, equipment, goods, and other similar types of services; and

**WHEREAS**, the automotive fire apparatus ("Engine") will replace the current Engine 15, which will be used as a back-up vehicle when one of the units are out of service and will be equipped with industry leading firefighting capabilities; and

**WHEREAS**, the purchase of the new engine will rectify the need for significant maintenance costs that are recommended on the old engine, the apparatus will also include current national standard updates from the NFPA; and

**WHEREAS**, the proposal also includes a pre-pay discount if payment is made within 30 days of the purchase order. If utilizing the pre-pay discount, the total would reduce to \$947,818.63.

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

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

**Section 2.** The City Council authorizes the City Manager to expend budgeted funds with TEN-8 Fire & Safety LLC for the purchase of an Automotive Fire Engine Apparatus in an amount not to exceed \$1,072,908.89 based on the competitively bid Florida Sheriff's Association Bid #16-VEF12.0.

**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 13<sup>th</sup> DAY OF FEBRUARY 2024.**

**THE CITY OF MARATHON, FLORIDA**

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**Robyn Still, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

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

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Steve Williams, City Attorney



# Option List

1/29/2024

<b>Customer:</b>	Marathon Fire Rescue	<b>Bid Number:</b>	1111
<b>Representative</b>	Calcutt, Jeff	<b>Job Number:</b>	
<b>Organization:</b>	Ten-8 Fire & Safety, LLC	<b>Number of Units:</b>	1
<b>Requirements Manager:</b>		<b>Bid Date:</b>	02/20/2023
<b>Description:</b>	2024 Marathon 2nd Gen Enforcer Pumper	<b>Stock Number:</b>	
<b>Body:</b>	Pumper, Medium, Aluminum, 2nd Gen	<b>Price Level:</b>	47 (Current: 47)
<b>Chassis:</b>	Enforcer Chassis	<b>Lane:</b>	Lane 1

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Marathon Fire Rescue Operating/In conjunction W-Service Center - Operating Miles - 100 Miles Number of Fire Dept/Municipalities - 5 Bidder/Sales Organization - Ten-8 Fire & Safety LLC Delivery - Delivery representative Dealership/Sales Organization, Service - Ten-8 Fire & Safety LLC	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0764706	SP	BMP Truck- Pre-Approval at Bid - Approved Option will be Required at Booking	1
7	0670275		Unit to be Similar in some Aspects, Excluding Pump Panel Fill in Blank - Unit to be similar to Job 31667	1
8	0816491		Comply NFPA 1900 Changes Effective Jan 1, 2024, With Exceptions	1
9	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
10	0588611		Vehicle Certification, Pumper	1
11	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
12	0816495		Certification, Vehicle Inspection Program, NFPA 1900	1
13	0766110		Consortium, Sourcewell	1
14	0537375		Unit of Measure, US Gallons	1
15	0030006		Bid Bond Not Requested	1
16	0816570		Performance Bond, 100% Req'd, PPI Terms	1
17	0000007		Approval Drawing	1
18	0002928		Electrical Diagrams	1
19	0649754		Enforcer Chassis	1
20	0000110		Wheelbase Wheelbase - 225"	1
21	0000070		GVW Rating GVW rating - 47000lbs	1
22	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
23	0889469		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 56" QVal	1
24	0637911		Axle, Front, Dana, D-2000F, 20,000 lb Saber FR/Enforcer	1
25	0637913		Suspension, Front, Standens, Taper Leaf, 20,000 lb, Saber FR/Enforcer	1
26	0000321		Shock Absorbers on Front Axle, Monroe Magnum 65, Saber/Enforcer	1
27	0000322		Oil Seals, Front Axle	1
28	0582936		Tires, Front, Goodyear, G289 WHA, 315/80R22.50, 20 ply	1
29	0019575		Wheels, Front, Alcoa, 22.50" x 9.00", Aluminum, Hub Pilot	1
30	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1
31	0544253		Top Speed of Vehicle, 68 MPH /109 KPH	1
32	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
33	0000485		Oil Seals, Rear Axle	1
34	0782552		Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Single	1
35	0019625		Wheels, Rear, Alcoa, 22.50" x 8.25", Aluminum, Hub Pilot, Single	1
36	0568081		Tire Balancing, Counteract Beads	1
37	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
38	0801909		Lug Nut, Covers, Chrome	1
39	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1
40	0001960		Axle Hub Covers, Rear, S/S, High Hat (Pair)	1

Line	Option	Type	Option Description	Qty
41	0002045		Mud Flap, Front and Rear, Pierce Logo	1
42	0544802		Chocks, Wheel, SAC-44-E, Folding, (Up to 44" Diameter Tires) Qty, Pair - 01	1
43	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Compt	1
44	0820509		ESC/ABS/ATC Wabco Brake System, Single Rear Axle, NFPA 1900	1
45	0690932		Brakes, Bendix, ADB-22X, 17" Disc, Front	1
46	0627930		Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
47	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
48	0644232		Brake Reservoirs, 4,272 Cubic Inch Minimum Capacity, Saber FR/Enforcer Paint Color, Air Tanks - Frame color	1
49	0568012		Air Dryer, Wabco System Saver 1200, Heater, 2010	1
50	0000790		Brake Lines, Nylon	1
51	0000854		Air Inlet, w/Disconnect Coupling Location, Air Coupling(s) - a) DS Step Well, Forward Qty, Air Coupling (s) - 1	1
52	0000853		Compressor, Air, Kussmaul 091-9 12V Brake System Location - Behind Driver Seat	1
53	0808535		Engine, Cummins X10, 450 hp, 1250 lb-ft, W/OBD, EPA 2027, Saber FR/Enforcer	1
54	0811409		Not Required, Engine Contingency Adjustment	1
55	0001244		High Idle w/Electronic Engine, Custom	1
56	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	1
57	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
58	0644573		Air Intake, Water & Ember Screen, Saber FR/Enforcer	1
59	0814375		Exhaust System, Horizontal, Right Side Exhaust, Diffuser - Aluminized Steel (Standard) Exhaust, Material/Finish - Aluminized Steel (Standard) Location, Diffuser Termination - Flush With Rub Rail Tip, Exhaust - Straight Tip (Standard)	1
60	0788765		Radiator, Saber FR/Enforcer	1
61	0001090		Cooling Hoses, Rubber	1
62	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
63	0001129		Lines, Fuel	1
64	0662965		DEF Tank, 4.5 Gallon, DS Fill, Rear of Axle, Common Air Bottle Door	1
65	0723716		Fuel Priming Pump, Electronic, Automatic, Cummins, No Swt Req'd	1
66	0552712		Not Required, Shutoff Valve, Fuel Line	1
67	0699437		Cooler, Chassis Fuel, Not Req'd.	1
68	0690880		No Selection Required From This Category	1
69	0887559		Trans, Allison 6th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf	1
70	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
71	0684459		Transmission Oil Cooler, Modine, External	1
72	0001370		Driveline, Spicer 1710	1
73	0637248		Steering, Dual Gear, TRW TAS-65, w/tilt, Pump w/ Cooler, Saber FR/Enforcer	1
74	0802950		Steering Wheel, 4 Spoke w/Wiper Control, Saber FR/Enforcer	1
75	0690274		Logo/Emblem, on Dash Text, Row (1) One - Marathon Text, Row (2) Two - Fire Text, Row (3) Three - Rescue	1
76	0606433		Bumper, 19" Extended, Steel Painted, Paint Feature, Saber FR/Enforcer Paint, Color - Green #103 like lower cab	1
77	0640197		Tray, Hose, Center, 19" Bumper, Outside Air Horns Grating, Bumper extension - Grating, Rubber Capacity, Bumper Tray - 20) 125' of 1.75"	1
78	0633479		Hose Restraint, Bumper Tray, Velcro Straps, Pair Qty, Pair - 01	1
79	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
80	0002270		Tow Hooks, Chrome	1
81	0558109		Notch, Front For Recessing Of Q2B, Painted Bumper Location - Left Side	1

Line	Option	Type	Option Description	Qty
82	0692444		Recess, Front/Side Warning Light, In Angled Corner of Extended Bumper Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	1
83	0532853		Recess, Side Zone Warning Light, In Side of Extended Bumper Material, Brkt, Recess Lt Bumper - Painted Smooth Aluminum	1
84	0002268		Rods, Sight on Bumper, Bores, Model 848-211	1
85	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black	1
86	0648332		Cab, Enforcer, 7010	1
87	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
88	0887601		Cab Insulation, Enforcer/Saber FR	1
89	0633594		Rear Wall, Interior, Adjustable Seating	1
90	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Brushed Stainless Steel Full Coverage	1
91	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
92	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
93	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab Material Trim/Scuffplate - c) S/S, Polished	1
94	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
95	0015440		No Chrome Molding, On side of cab	1
96	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
97	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
98	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
99	0630636		Controls, Electric Roll-Up Windows, 4dr, 4 Driver Controls, Saber FR/Enforcer	1
100	0638310		Steps, 4-Door Cab, Saber FR/Enforcer Step Well Material - Aluminum Treadplate	1
101	0770200		Handrail, Exterior, Hansen, Knurled, Alum, LED Backlit, 4-Door Cab Color, Handrail Light - White Control, Handrail Light - Headlight Switch & Parking Brake	1
102	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
103	0002141		Fenders, s/s on cab - Saber/Enforcer	1
104	0637984		Window, Side of C/C, Fixed, Saber FR/Enforcer	1
105	0012090		Not Required, Windows, Front/Side of raised roof	1
106	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
107	0097671		Enclosure Around Light Tower on Cab Roof, Painted, Angled Front	1
108	0553057		Holder, Cup, Cab/Crewcab, Each Qty, - 02	2
109	0722796		Dash, Poly, Saber FR/Enforcer	1
110	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
111	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
112	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
113	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
114	0891411		HVAC, Heavy-Duty, Enforcer, CARE Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Tool Free Panel Auxiliary Cab Heater - None HVAC System, Control Loc. - Panel Position #12 Plenum Cover Material - Formed Plastic	1
115	0012485		Air Conditioning, Coleman Mach 3, 120V, 13.5K Cool Only, Cab Roof AC Power Source - Shoreline	1
116	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - No Retention	1
117	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
118	0583938		Lights, Engine Compt, Custom, Auto Sw, WIn 3SCOCDRCR, 3" LED, Trim Qty, - 01	1



Line	Option	Type	Option Description	Qty
119	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
			Latch, Door, Storage - Lift and Turn Latch, Flush	
120	0583042		Side Roll and Frontal Impact Protection	1
121	0622619		Seating Capacity, 4 Seats	1
122	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, PRIMARY, SFR/Enf	1
123	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, PRIMARY, SFR/Enf	1
124	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
			Latch, Door, Storage - Lift and Turn Latch	
125	0635973		Seat, Rr Fcng C/C, LS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
126	0102783		Not Required, Seat, Rr Facing C/C, Center	1
127	0635969		Seat, Rr Fcng C/C, RS Otbrd, Pierce PSV, SCBA, Safety, PRIMARY, SFR/Enf	1
128	0108189		Not Required, Seat, Forward Facing C/C, LS Outboard	1
129	0752034	SP	Cabinet, Forward Facing, Center, 42 W x 60 H x 28 D, Web, SFR/Enf	1
			Type of fastener - 1" cam buckle	
			Restraint Location - Bottom (towards the ground)	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (2) Shelves, Adjustable, 1.25" Up-Turned Lip	
			Light, Tall Cabinet - Pierce, Interior, Left Side and Pierce, Interior, Right	
			Side	
			Louvers, Cabinet - 0-No Louvers	
130	0108190		Not Required, Seat, Forward Facing C/C, RS Outboard	1
131	0802938	SP	Rack, Storage, Alum, Latex Gloves (3), Horizontal, Location	1
			Location - On the engine tunnel. Final location TBD at Final.	
			Qty, - 1	
132	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE	4
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 04	
133	0065740		Bracket, Air Bottle, Zico, ULLH, Load & Lock, In Cab Seats	3
			Qty, - 03	
134	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	
135	0817557		Helmet Storage, Provided by Fire Department, NFPA 2024	1
136	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
137	0544420		Handlts, (4) Streamlight Fire Vulcan, 44401 12v, Orange	1
			Location, Lights - one mounted inboard next to officer on engine tunnel mounting plate (please run just wiring only & final spot to be marked at Final), three mounted spaced evenly across the rear on the engine tunnel mounting plate	
138	0644187		Cab Instruments, Black Gauges, Black Bezels, Saber FR/Enforcer	1
			Emergency Switching - Individual Switches	
139	0002544		Air Restriction Indicator - Pierce Chassis	1
140	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
141	0637359		Not Required, Door Open Indicator w/Do Not Move Truck Light, Enf/Saber FR	1
142	0632738		Switching, Cab Instrument Lower Console & Overhead, Rocker, Enforcer	1
143	0802946		Wiper Control, 2-Speed w/Intermittent, Steering Wheel, Left Pod, SFR/Enf	1
144	0820921		Wiring, Spare, 4.8 A 12V DC, USB Term, Blue Sea 1045, Batt Dir, 1st NFPA1900	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Location - Officer side dash and driver side dash.	
145	0820898		Wiring, Spare, 15 A 12V DC, Batt Dir, 3rd NFPA1900	1
			Location, Wiring - Behind Officer Seat	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
146	0820897		Wiring, Spare, 15 A 12V DC, Batt Dir, 2nd NFPA1900	1
			Location, Wiring - High on back wall of EMS cabinet	
			12vdc power from - Battery direct	
			Wire termination - 10-Place Bus Bar w/Cover	
147	0820894		Wiring, Spare, 15 A 12V DC, Batt Dir, 1st NFPA1900	1
			Location, Wiring - Officer Dash	

Line	Option	Type	Option Description	Qty
147			12vdc power from - Battery direct Wire termination - Butt Splice	
148	0821192		Wiring, Spare, 20 A 12V DC 1st NFPA1900 Qty, - 01	1
149	0820904		12vdc power from - Battery switched Wire termination - 10-Place Bus Bar w/Cover Location, Spare Wiring - High on back wall of RS1 Wiring, Spare, 15 A 12V DC 1st NFPA1900 Qty, - 01	1
150	0686687		12vdc power from - Battery switched Wire termination - 15 amp power point plug Location, Spare Wiring - Officer Dash Wiring, Spare, 37.5 A 12V DC, Customer Install Radio, 30A Sw Bat, 7.5A Ign Grnd Qty, - 01	1
151	0763646		Location - Behind Officer's Seat Vehicle Information Center, LCD On Gauge Cluster Only, Sab/Enf	1
152	0816633		System Of Measurement - US Customary Collision Mitigation, HAAS Alert (R2V), HA7	1
153	0610240		Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription Vehicle Data Recorder w/Seat Belt Monitor	1
154	0559156		Install Customer Provided Two-Way Radio(s) Location - Overhead console center position and overhead console officer side Qty, - 02	2
155	0505836		Antenna Mount, Custom Chassis, Maxrad BMATM, Location Feature Location - Center Roof Qty, - 02 Location, Antenna Cable - overhead and centered and officer overhead position	2
156	0808066		Camera, Pierce, 7" HD, RS, LS, R, Cameras, AHD Color - 1) black Location, Camera Monitor - Driver Side Dash	1
157	0814831		Not Required, Camera Switcher	1
158	0624241		Electrical Power/Signal Protection & Control, Enforcer	1
159	0624256		Electrical System, Enforcer Hard Wired	1
160	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
161	0008621		Battery System, Single Start, All Custom Chassis	1
162	0002698		Battery Compartment, Saber/Enforcer	1
163	0689729		Battery Charger/Converter, Progressive Dynamics PD9280, 80A	1
164	0814893		Location, Body, Charger, Front Side Compartment, LS Location, Comp Body - Ceiling, Left	1
165	0814872		Location, Cab, Ind/Remote, Display Through Window Behind Driver Seat	1
166	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 02 Color, Kussmaul Cover - b) red Shoreline Connection - Battery Charger and 120 volt AC	2
167	0026800		Shoreline Location Location, Shoreline(s) - DS Step Well	1
168	0647728		Alternator, 430 amp, Delco Remy 55SI	1
169	0644176		Load Manager, Integrated In Electrical System, Saber FR/Enforcer	1
170	0783153		Headlights, Rect LED, JW Spkr Evo 2, AXT/DCF/Enf/Imp/Sab/Vel Color, Headlight Bez - Chrome Bezel	1
171	0625953		Light, Directional, WIn 600 Cmb, Cab Crn, Wrp Bzl Out HD Lts, Enf, Sab FR Color, Lens, LED's - c)clear	1
172	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
173	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
174	0807096	SP	Lights, Marker, Cab Front Side, Truck-Lite 19036Y LED, IPO Add'l Directional Lts	1
175	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
176	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62T* Amber Dir Arw For Hsg Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Steady On (Arrow)	1
177	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1

Line	Option	Type	Option Description	Qty
178	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
179	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
180	0589905		Alarm, Back-up Warning, PRECO 1040	1
181	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
182	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
183	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step Control, Perimeter Lts - DS Switch Panel, Cab Doors Open and Parking Brake Applied	1
184	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
185	0698585		Lights, Side Scene, Wln M9LZC Gradient LED, 2nd, Location, Lights - RS Crew Cab over Window Qty, - 1 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - h) PS Cab Doors Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control	1
186	0698589		Lights, Side Scene, Wln M9LZC Gradient LED, 1st Qty, - 01 Switch, Lt Control 1 DC,1 - a) DS Switch Panel Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel Switch, Lt Control 3 DC,3 - b) DS Cab Doors Switch, Lt Control 4 DC,4 - d) No Control Location, Scene Lights - LS Crew Cab, Over Window	1
187	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
188	0773362		Lights, HiViz FT-B-46-*-* LED, 1st Location - DS High center of side sheet above hard suction. Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Pnl Top Mnt Color, Lt Housing HiViz - Black	1
189	0773358		Lights, HiViz FT-B-46-*-* LED, 2nd Location - PS high center of side sheet above ladder Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Pnl Top Mnt Color, Lt Housing HiViz - Black	1
190	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights Switch, Scene Lt Cntrl - h)switch at rear	1
191	0645877		Lights, Hose Bed, Sides, Dual LED Light Strips Control, Hose Bed Lts - Cup Switch At Rear	1
192	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
193	0709438		Lights, Walk Surf, FRP Flood, LED	1
194	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
195	0554271		Body Skirt Height, 20"	1
196	0028245		Tank, Water, 750 Gallon, Poly, Med	1
197	0003405		Overflow, 4.00" Water Tank, Poly	1
198	0028104		Foam Cell Required	1
199	0633066		Sleeve, Through Tank Qty, Sleeve - 2 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	2
200	0553729		Not Required, Restraint, Water Tank, Heavy Duty	1
201	0003429		Not Required, Direct Tank Fill	1
202	0003424		Not Required, Dump Valve	1
203	0048710		Not Required, Jet Assist	1
204	0030007		Not Required, Dump Valve Chute	1
205	0514778		Not Required, Switch, Tank Dump Master	1
206	0126633		Hose Bed, Aluminum, Pumper	1
207	0723549		Painted Hose Bed Paint Color, Hose Bed Interior - Match Upper Body	1

Line	Option	Type	Option Description	Qty
208	0003481		Hose Bed Capacity, Special Capacity, Hosebed - Left to Right 400' of 3", 1200' of 5", 400' of 3", 200' of 1.75"	1
209	0003488		Divider, Hose Bed, Unpainted Qty, Hosebed Dividers - 3	3
210	0807329		Hose Restraint, Hose Bed, Vinyl, Top Color, Vinyl Cover - c) black Fastener, Top Restraint, Front - Velcro with Quarter Turns Fastener, Top Restraint, Sides - Velcro with Quarter Turn	1
211	0807338		Hose Restraint, Hose Bed, Vinyl, Rear Color, Vinyl Cover - c) black Vinyl Flap Weight - Chain Weighted Fastener, Rear Restraint, Bottom - Seat Belt Buckle (fixed)	1
212	0010133		Cross-Divider, Hose Bed	1
213	0695399		Running Boards, 14.75" Deep, Front and Rear 45 Degree Corners	1
214	0689621		Tailboard, 16" Deep	1
215	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
216	0889214		Tow Eyes, w/Tow Bar, 2G Pumper	1
217	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2	2
218	0815707		Tray, Hose, Running Board, Free Floating, Special Capacity, Tapered Location, Hose Tray, Running Board - a) both sides Qty, Tray, Hose - 2 Capacity, Hose Tray - 25' of 5" Tapered Corners - Both	2
219	0895820		Construction, Compt, Alum, 2G Pumper	1
220	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
221	0774755	SP	RS 152" Rollup, 7/8 Height Full Depth Front & Rear	1
222	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	6
223	0083701		Compt, Rear, Rollup, 44.50" FF, 25.88" D	1
224	0692746		Door, Gortite, Rollup, Rear Compartment Color, Roll-up Door, Gortite - Satin finish Latch, Roll-up Door, Gortite - Non-Locking Liftbar	1
225	0554995		No Body Modification Required	1
226	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper Qty, Door Accessory - 07 Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	7
227	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07 Location, Compartment Lights - All Body Compts	7
228	0745140		Lights, Cargo/Dunnage, Dual LED Light Strip, Under Rear Flange Control, Scene Lts - With Pump Pnl Lts	1
229	0760868		Lights, Cargo/Dunnage, Dual LED Light Strips, Each Side Control, Scene Lts - With Pump Pnl Lts	1
230	0687146		Shelf Tracks, Painted Qty, Shelf Track - 07 Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1	7
231	0600350		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 05 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - RS3-Centered, LS1-Centered, B1-Centered, LS3-Lower Third Left of Partition and LS3-Upper Third Left of Partition	5
232	0709692		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj, Predefined Locations Qty, Tray (slide-out) - 02 Location, Shelves/Trays, Predefined - LS1-Upper Third and LS2-Lower Third Right of Partition Material Finish, Tray - Painted - Spatter Gray	2

Line	Option	Type	Option Description	Qty
233	0647091		Tray, Floor Mounted, Slide-Out, 500lb, 2.00" Sides Qty, - 03 Location, Tray Slide-Out, Floor Mounted - RS1, LS1 and B1 Material Finish, Tray - Painted - Spatter Gray	3
234	0709346		Toolboard, Slide-out, Alum, .188", Peg Board, Predefined Locations Qty, - 01 Mounting, Toolboard - Adjustable side-side Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Partition/Toolboard, Predefined - LS3- 26.00" From Forward Door Frame	1
235	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 02 Location, Partition/Toolboard, Predefined - LS2- 34.00" From Forward Door Frame and LS3- 20.00" From Forward Door Frame Material Finish, Partition - Painted - Spatter Gray	2
236	0755526		Pegboard, Back Wall Mounted, 3/16" Alum, Special Qty, Comp. Accessory - 01 Configuration - Back wall of LS2 left of partition Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Compartment, Predefined - LS2	1
237	0024016		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
238	0784811		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted Lower Body	1
239	0004069		Hose, Hard Suction, 6.0", 10.0', Clear Corrugated Qty, Hard Suction Hose - 2	2
240	0035476		Troughs, HSH, LS, Aluminum, Double	1
241	0625546		Handrails, Top Mount Pump Panel, Per Print	1
242	0004126		Handrails, Beavertail, Standard	1
243	0004146		Handrail, Rear, Below Hose Bed, Full Width	1
244	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia Location, Bracket/comp. - LS in front of the axle Qty, - 1 Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
245	0657522		Compt, Air Bottle, Triple, Fender Panel Qty, Air Bottle Comp - 2 Door Finish, Fender Compt - Polished Location, Fender Compt - Triple - RS Fwd and Triple - RS Rear Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	2
246	0654143		Compt, Air Bottle, Single, Tri Door (DEF/Fuel), Fender Panel Door Finish, Fender Compt - Polished Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	1
247	0004225		Ladder, 24' Duo-Safety 900A 2-Section	1
248	0004230		Ladder, 14' Duo-Safety 775A Roof	1
249	0014308		Rack, Zico Quic-Lift, RS	1
250	0733387		Ladder, 10' Duo-Safety Folding 585A	1
251	0725371		Compt w/Door, Backboard, Over Pump Door, Material & Finish, Storage - Aluminum Treadplate Latch, Door, Storage - Southco C2 Chrome Raised, Pair Qty, Backboard Troughs - 2 Hinge Location - Rearward Location, BB/Stokes/Long Tool Storage Over Pump - Forward, Cargo Area Access, Backboard/Stokes/Long Tool Compt - Both Size, Backboard, Predefined - 72"L x 18"W x 2.50"H	1
252	0567897		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8 Qty, - 01 Location - Pike pole storage	1

Line	Option	Type	Option Description	Qty
253	0806704	SP	Holder, Pike Pole 8' or Longer, Zico Quic-Lift Ladder Rack	2
			Qty, Pike Poles - 2	
			Qty - 2	
			Material/Finish, Tube, Pike Pole - Aluminum	
			Width, Notch, Pike Pole Tube - 1.38", NY Notch	
254	0552649		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6	1
			Qty, - 01	
			Location - Pike Pole Storage	
255	0004375		Bell, 12" Chrome w/Eagle	1
			Location, Acc. Misc. - b) passenger's side	
256	0024388		No Steps Required, Front Of Body	1
257	0592994		Steps, Folding, Rear of Body, w/LED, Trident	1
			Coating, Step - black	
258	0018666		Pump House, Top Mount, 52", w/19" Walkway, Control Zone	1
			Light, Walkway Compt - P25 LED	
			Light, Walkway - P25 LED, 6lts	
			Location, Walkway Lights - Back Of Custom Cab	
259	0045500		Raise Pump House Structure, Top Control	1
260	0014441		Pump, Hale, QMAX-150, 1500 GPM, Single Stage	1
261	0014481		Seal, Graphite Packing Glands, Hale	1
262	0014477		Trans, Pump, Hale, Gear	1
263	0635600		Pumping Mode, Stationary Only	1
264	0604324		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Hale	1
265	0003148		Transmission Lock-up, EVS	1
266	0004547		Auxiliary Cooling System	1
267	0014486		Not Required, Transfer Valve, Single Stage Pump	1
268	0746501		Valve, Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
			Intake Relief Valve Control - Behind Right Side Pump Panel	
269	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
270	0072153		Primer, Trident, Air Prime, Air Operated	1
271	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
272	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
273	0795135		Plumbing, Stainless Steel, w/Foam System	1
274	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
275	0014650		Pump Suction Tube(s), Short, All	1
276	0726798	SP	Valve, Piston Intake Relief, Akron 7980, 6" FNST x 5" Storz, Manual w/Cap	1
			Qty, Main Inlet Valves - 1	
			Location, Main Inlet Valve - Left Side	
277	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
278	0084610		Valves, Akron 8000 series- All	1
279	0004687		Valve, Inlet(s) Recess, Top Mount	1
280	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
281	0004660		Inlet (1), Left Side, 2.50"	1
282	0723551		Inlet (1), Right Side, 2.50"	1
283	0092569		No Rear Inlet (Large Dia) Requested	1
284	0064116		No Rear Inlet Actuation Required	1
285	0092696		Not Required, Cap, Rear Inlet	1
286	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
287	0092568		No Rear Auxiliary Inlet Requested	1
288	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
289	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
290	0004905		Outlet, Tank Fill, 1.50"	1
291	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
292	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
293	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
294	0092570		Not Required, Outlets, Left Side Additional	1
295	0035094		Not Required, Elbow, Left Side Outlets, Additional	1

Line	Option	Type	Option Description	Qty
296	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
297	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
298	0092571		Not Required, Outlets, Right Side Additional	1
299	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
300	0816625		Outlet, Large Diameter, Right Side, Akron Valve	1
			Outlet, Large Diameter, Plumbing - 4.00"	
			Outlet, Large Diameter, NST Adapter - 4.00" MNST	
			Outlet, Large Diameter, Valve Actuation - Pierce large handwheel	
301	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
302	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
303	0004995		Outlet, Rear, 2.50"	2
			Qty, Discharges - 02	
			Location, Outlet - c) one (1) each side	
304	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
305	0092574		Not Required, Outlet, Rear, Additional	1
306	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
307	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
308	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
309	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
310	0820311		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG18	1
311	0543581		Monitor, Elkhart Stinger 8297-98, No Ground Base	1
			Monitor Finish - Painted by OEM	
312	0046997		Nozzle, Elkhart ST-194, Stacked Tips and 282 A Shaper	1
313	0544561		Mount, Elkhart #8298 (for Elkhart Stinger), Adapter, Flange	1
314	0723726		Speedlay Module Not Required	1
315	0722432		Hose Restraint Not Required, No Speedlay Module	1
316	0723395		Speedlays, Not Required	1
317	0723394		Speedlays, Not Required	1
318	0025140		Not Required, 1.50" Crosslays	1
319	0616895		Crosslay, (1) 2.50" Std Cap, Overhead Piping, w/Poly Tray	1
320	0623374		Hose Restraint, Crosslays, 2" Nylon Web, Seat Belt Buckle, Tether, Bar, Sides	1
			Qty, - 1	
			Color, Strap - Black	
321	0064896		Speed, (2) 1.50" W/ Poly Tray, Top Mount/Side Control, Standard Cap	1
322	0752945		Hose Restr, Spdly, 2"Nylon Web, (2) Seat Belt Buckle, Tether Release	1
			Color, Strap - Black	
			Release, Seat Belt Buckle - Bar	
323	0619159		Foam Sys, Husky 12, Dual Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Right Side, Crosslay Front,	
			Speedlay Lower and Speedlay Upper	
324	0012126		Not Required, CAF Compressor	1
325	0552484		Refill, Foam Tank, Dual Tank, Husky 12	1
326	0031896		Demonstration, Foam System, Dealer Provided	1
327	0041377		Foam Cell, 25 Gallon, Reduce Water	1
			Type of Foam - Class "B"	
328	0505016		Drain, 1.00", Foam Tank #1, Husky 12 Foam System	1
329	0091081		Foam Cell #2, 20 Gallon Reduced Water	1
			Type of Foam - Class "A"	
			Foam, Brand Name - Chemtec	
330	0505017		Drain, 1.00", Foam Tank #2, Husky 12 Foam System	1
331	0738072		Approval Dwg, Pump Panel(s), Not Required	1
332	0032479		Pump Panel Configuration, Control Zone	1
333	0629253		Material, Pump Panels, Top Control Black Vinyl, Side Panels Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
			Material, Pump Panel, Top Control - Aluminum	
			Material Finish, Pump Panel, Top Control - Black Vinyl	

Line	Option	Type	Option Description	Qty
334	0896632		Panel, Pump Access - Both Sides, Top Mount	1
			Latch, Pump Panel Access, Top Mount - Flush Trigger, Black	
335	0583824		Light, Pump Compt, WIn 3SC0CDCR LED White	1
			Qty, - 01	
336	0505599		Gauges, Engine - Pump Panel, Included with FRC Pump Boss Control	1
337	0005601		Throttle, Engine, Incl'd w/Press Controller	1
338	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle,Green	1
339	0549333		Indicators, Engine, Included with Pressure Controller	1
340	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
341	0081262		Drains, RS, Keep Area Under Main Inlet Clear	1
342	0066121		Drains, LS, Keep Area Under Main Inlet Clear	1
343	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
344	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
345	0757359		Gauge, Water Level, Class 1, Remote Module Driver	1
			Activation, Water Level G - Ignition & Park Brake	
346	0750438		Water Level Gauge, WIn PSTANK2, LED 1-Light, 4-Level	2
			Qty, - 02	
			Activation, Water Level G - Ignition & Park Brake	
			Location, Water Level Gauge, Multi-Select - Each Side Custom Cab - Most Rearward	
			Color, Trim - Black Trim	
347	0062988		Gauge, Foam Level, (2) Tanks, Class 1	1
348	0648885		Light Shield, Top Mt, LED Strip Lights	1
349	0606694		Air Horns, (2) Hadley, 6" Round, eTone, In Bumper	1
350	0606831		Location, Air Horns, Bumper, Right Side, Outside Frame, Same Side (Pos #1 & #2)	1
351	0757092		Control, Air Horn, Multi Select	1
352	0757084		Control, Air Horn, Horn Ring	1
353	0757072		Control, Air Horn, Rocker/Membrane Sw, RS	1
354	0525667		Siren, WIn 295SLSA1, 100 or 200 Watt	1
355	0510206		Location, Elect Siren, Recessed Overhead In Console	1
			Location, Elec Siren - Overhead, DS Center Sw Pnl	
356	0076156		Control, Elec Siren, Head Only	1
357	0601306		Speaker, (1) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	
358	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
359	0654764		Siren, Auxiliary, WIn HOWLER Speaker System, 2 Activation Swts	1
			Location 1 - Behind front bumper each side	
			Location - PS Dash	
360	0895310		Siren, Federal Q2B	1
			Finish, Q2B Siren - Chrome	
361	0006097		Location of Siren, Recessed in Bumper	1
			Location, Siren, Mech - a) Left	
362	0748305		Control, Mech Siren, Multi Select	1
363	0748274		Control Mech Siren, Rocker/Membrane Sw, RS	1
364	0748282		Control Mech Siren, Ft Sw LS	1
365	0736165		Sw, Siren Brake, Momentary, RS Overhead Sw Pnl	1
366	0746353		Not Required, Warning Lights Intensity	1
367	0778496	SP	Lightbar, WIn, Freedom IV-Q, 81", RRRRRRRRRRRRRRRRRR	1
			Filter, Whl Freedom Ltbrs - No Filters	
368	0016380		No Additional Lights Req'd, Side Zone Upper	1
369	0734071		Lights, Front Zone, WIn M6** M6** M6** M6** LED, Q Bzl, 4lts	1
			Color, Lens, LED's - Clear	
			Color, Lt DS Frnt Outside - Left Red	
			Color, Lt PS Frnt Outside - Right Red	
			Color, Lt DS Front Inside - Left Red	
			Color, Lt PS Front Inside - Right Red	
			Color, Q Bezel and Trim - Polished Chrome	
370	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
371	0540692		Lights, Side Zone Lower, WIn M6*C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Red	



Line	Option	Type	Option Description	Qty
371			Color, Lt Side Rear - Red Location, Lights Mid Side - Rearward of Crew Cab Doors Location, Lights Rear Side - Over Rear Wheels	
372	0895725		Lights, Door Interior Flash, 4 Dr Cab, WIn M2** Color, Lens, LEDs - Clear Color, Trim - Chrome Trim Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Low and Outside Color, Lt Cab Left - Red Flashing Color, Lt Cab Right - Red Flashing Color, Lt Crew Cab Left - Red Flashing Color, Lt Crew Cab Right - Red Flashing	1
373	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
374	0564655		Lights, Rear Zn Lwr, WIn M6*C LED, Clear Lens, For Tail Lt Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
375	0088745		Light, Rear Zone Up, WIn L31HRFN LED Beacon, Red LED Color, Dome, Rear Warning - j) both domes clear	1
376	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
377	0016610		Mounting, Rear Warn Lights, Std Mount, S/S Brackets Material, Bracket - Polished S/S	1
378	0643830		Light Twr, CL SL442A-RT, 120 Volt AC LED, Cld 4lts Light, Strobe, Lt Tower - a) Amber Strobe Light Back Light - No Back Lighting Light, Model LED AC - Whelen PCP2AC Color, Tower, CL - Black with Black Lts	1
379	0664472		Location, Light Tower, Crew Cab Roof	1
380	0664794		Controller, Light Tower, CL, Wired Hndhld	1
381	0664791		Location, Light Tower Controller, Driver's Side Front Body Compartment	1
382	0533795		Alarm, Light Mast Up, Truck Horn	1
383	0780309		Receptacle, 15/20A 120V 3-Pr 3-Wr SB Dup, 4 place, Interior Cab Qty, - 01 Location 1 - High on back wall of EMS cabinet. AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1
384	0519934		Not Required, Brand, Hydraulic Tool System	1
385	0649753		Not Required, PTO Driven Hydraulic Tool System	1
386	0007150		Bag of Nuts and Bolts Qty, Bag Nuts and Bolts - 1	1
387	0816508		NFPA Required Loose Equipment, Pumper, NFPA 2024, Provided by Fire Department	1
388	0816941		Soft Suction Hose, Provided by Fire Department, NFPA 2024	1
389	0007028		Strainer, 6.00"	1
390	0816939		Extinguisher, Dry Chemical, NFPA 2024, Provided by Fire Department	1
391	0816937		Extinguisher, 2.5 Gal. Pressurized Water, NFPA 2024, Provided by Fire Department	1
392	0816998		Axe, Flathead, Provided by Fire Department	1
393	0817000		Axe, Pickhead, Provided by Fire Department	1
394	0741569		Paint Process / Environmental Requirements, Appleton	1
395	0709566		Paint, Two-Tone Color, Enforcer Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - Green #103 Paint Break, Cab - Standard Two-Tone Cab Break	1
396	0709833		Paint, Two-Tone Color, Body Paint Break, Body - Special Paint, Lower Body - Match Cab Lower Paint, Upper Body - Match Cab Upper	1
397	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard Paint Color, Frame Assembly, Predefined - Standard Black	1
398	0693797		No Paint Required, Aluminum Front Wheels	1
399	0693792		No Paint Required, Aluminum Rear Wheels	1
400	0733739		Paint, Axle Hubs Paint, Axle Hub - Lower Job Color	1

Line	Option	Type	Option Description	Qty
401	0007230		Compartment, Painted, Spatter Gray	1
402	0544074		Reflective Band, 4" Color, Reflect Band - A - e) black	1
403	0784799		Stripe, Oralite, Chevron, Front Bumper Size, Chevron Stripping - 06 Color, Oralite Band - A - Fluorescent Lime V98-112	1
404	0763904		Stripe, Chevron, Rear, Oralite, Pumper Color, Oralite Band - B - Red V98-12	1
405	0669643		Stripe, Reflective, Inside Aluminum Rub Rail Color, Reflect Band - A - a) white Qty, - 04	4
406	0065687		Stripe, Reflective, Cab Doors Interior Color, Reflective - c) ruby red	1
407	0679832		Stripe, Sign Gold, Across Cab Face	1
408	0679823		Stripe, Sign Gold, Side of Cab, Up	1
409	0033179		Lettering Specifications, Reflective	1
410	0686161		Lettering, Reflective, 4.00", (1-20) Outline, Lettering - Outline and Shade	1
411	0685735		Lettering, Sign Gold, 12.00", Each Qty, Lettering - 06	6
412	0685848		Lettering, Sign Gold, 3.00", (1-20) Outline, Lettering - Outline and Shade	1
413	0685797		Lettering, Sign Gold, 6.00", (21-40) Outline, Lettering - Outline and Shade	1
414	0698623	SP	Emblem, Sign Gold, "DIAL 911", Pair, 10" Qty, - 1	1
415	0680137	SP	Emblem, Oval w/Lettering, Sign Gold, (pair) Location, Emblem - RS1 and LS1	1
416	0684199		Emblem, Maltese Cross, Sign Gold, 15"-17", Pair Qty, - 01	1
417	0790825	SP	Emblem, Maltese Cross, Sign Gold, 15"-17", Each Qty, - 02 Location, Emblem - Front cab doors	2
418	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
419	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1
420	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
421	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
422	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
423	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
424	0684952		Warranty, Steering Gear, TRW Ross TAS, 1 Year WA0202	1
425	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
426	0610471		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
427	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
428	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
429	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
430	0744240		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
431	0695416		Warranty, Pierce Camera System, WA0188	1
432	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
433	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
434	0685945		Warranty, Transmission Cooler, WA0216	1
435	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
436	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
437	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
438	0892410		Warranty, Pump, Hale, 5 Year Parts, 2 Year Labor, WA0388	1
439	0648675		Warranty, 10 Year S/S Pumbing, WA0035	1
440	0657846		Warranty, Foam System, Husky 12, WA0231	1

Line	Option	Type	Option Description	Qty
441	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
442	0595412		Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168	1
443	0819254		Certification, Vehicle Stability, CD0196	1
444	0808582		Certification, Engine Installation, Saber FR/Enf, Cummins X10, 2027	1
445	0686786		Certification, Power Steering, CD0098	1
446	0892691		Certification, Cab Integrity, Saber FR/Enforcer, CD0189	1
447	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
448	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
449	0631974		Certification, Electric Window Durability, Saber FR/Enforcer, CD0133	1
450	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
451	0735949		Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175	1
452	0545073		Amp Draw Report, NFPA Current Edition	1
453	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
454	0799248		Appleton/Florida BTO	1
455	0000018		PUMPER, 2ND GEN	1
456	0000012		PIERCE CHASSIS	1
457	0004713		ENGINE, OTHER	1
458	0046395		EVS 3000 Series TRANSMISSION	1
459	0020012		HALE PUMP	1
460	0020009		POLY TANK	1
461	0028048		FOAM SYSTEM	1
462	0020005		TOP MOUNT	1
463	0020007		AKRON VALVES	1
464	0020015		ABS SYSTEM	1
465	0658751		PUMPER BASE	1



**Equipment Proposal**

**Proposal # 1111**

This Equipment Proposal (the “Proposal”) has been prepared by Ten-8 Fire & Safety, LLC (“Company”) in response to the undersigned Customer’s request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company’s Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company’s Purchasing Terms and Conditions.

**Date: January 29, 2024**

**Customer: Marathon Fire Rescue**

**Customer Address: 8900 Overseas Hwy Marathon, FL 33050**

Qty	Product Description & Options	Price
1	<p><b>Pierce Enforcer Top Mount 2nd Gen Pumper</b></p> <p>Price is based on Pierce Sourcewell contract #113021 specification #259 with customer added options including 2027 Cummins X12 motor.</p> <p>City of Marathon Sourcewell membership #121968.</p> <p>Optional pre-pay discount with 100% performance bond included is \$125,090.26. Payment would have to be made in full within 30 days of purchase order for full pre-pay discount.</p> <p>Total due if utilizing the pre-pay discount would be <b>\$947,818.63.</b></p>	<b>\$1,072,908.89</b>
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer (“OEM”). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order (“Order Month”) and a month 14 months prior to the then predicted “ready for pick up” date (“Evaluation Month”), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer’s approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		<p align="right"><b>Total:</b></p> <p><b>\$1,072,908.89</b></p>

**Delivery Timing:** The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately **41** (months) after Company receives Customer’s acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company’s or manufacturer’s control.

**Other:** \_\_\_\_\_

Unless accepted within **30** days from date of proposal, the right is reserved to withdraw this proposal.

*Order continues on immediately following page.*

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

**INTENDING TO CREATE A BINDING AGREEMENT**, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

**Customer:**

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

Title: \_\_\_\_\_

Print: \_\_\_\_\_

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

**Ten-8 Fire & Safety, LLC**

By: *Jeff Calcutt*

Title: **Authorized Sales Representative**

Print: **Jeff Calcutt**

Date: **1/29/2024**

## PURCHASING TERMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the “Agreement”) are entered into by and between Ten-8 Fire & Safety, LLC, a Florida company (“Company”) and Customer (as defined in Ten-8 Fire & Safety LLC’s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a “party” or collectively as the “parties.”

1. Definitions.

- a. **“Acceptance”** has the same meaning set forth in Company’s Equipment Proposal.
- b. **“Company’s Equipment Proposal”** means the Equipment Proposal provided by Company and prepared in response to Customer’s request for proposal for a fire apparatus or associated equipment.
- c. **“Cooperative Purchasing Contract”** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government (“Public Authority”), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer’s equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a “piggyback arrangement,” which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **“Delivery”** means when Company delivers physical possession of the Product to Customer.
- e. **“Manufacturer”** means the Manufacturer of any Product.
- f. **“Prepayment Discount”** means the prepayment discounts, if any, specified in Company’s Equipment Proposal.
- g. **“Product”** means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **“Purchase Price”** means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
- i. **“Purchasing Terms and Conditions”** means these Purchasing Terms and Conditions; however, if the Company’s Equipment Proposal or the Customer’s related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, “Purchasing Terms and Conditions” shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- j. **“Specifications”** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company’s Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer’s request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company’s sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company’s Equipment Proposal (“Effective Date”) and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer’s charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 22% of the Purchase Price after completion of approval drawings by Customer, and; (c) 32% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit B and are incorporated herein as part of the Agreement.
  - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement;

(c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Bradenton, Florida.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten-8 Fire & Safety, LLC will be governed by and construed in accordance with the laws of the State of Florida. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.





COUNCIL AGENDA STATEMENT

**Meeting Date:** February 13, 2024  
**To:** Honorable Mayor & Members of the City Council  
**From:** George Garrett, City Manager

**Agenda Item:** **Resolution 2024-24**, Approving Amendment 2 To The ENS (EssentialNet Solutions) Contract For The Provision Of Cyber Security Software In The Amount Of \$39,600 Annually As A Continuing Obligation Under The Existing Contract With Ens As Was Approved Previously Pursuant To Resolution 2022-134; Authorizing The City Manager To Expend Budgeted Funds; And Providing An Effective Date

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**BACKGROUND & JUSTIFICATION:**

The City of Marathon had been using Carbon Black for incident response monitory software City wide for cybersecurity protection and monitoring of all computers and office 365 email since October of 2021. The Company was sold, this contract is less expensive, and this software is recommended by our IT contractor. The software allows 24/7 monitoring and resource allocations to solve any cybersecurity issues. This cybersecurity package is needed for city-wide security and monitoring of computers and email, this will greatly enhance and shield the city from future cyber-attacks.

This Resolution effectively adds the cost of cyber security software to the continuing ENS contract as will then be invoiced annually.

**CONSISTENCY CHECKLIST:**

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other –Sewer Mandate	_____	_____

**FISCAL NOTE:**

The Adopted FY24 IT budget in the General Fund includes appropriations of \$39,600 for this service.

**RECOMMENDATION:** Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2024-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AMENDMENT 2 TO THE ENS CONTRACT FOR THE PROVISION OF CYBER SECURITY SOFTWARE IN THE AMOUNT OF \$39,600 ANNUALLY AS A CONTINUING OBLIGATION UNDER THE EXISTING CONTRACT WITH ENS AS WAS APPROVED PREVIOUSLY PURSUANT TO RESOLUTION 2022-134; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS;** The City Council approved the annual appropriation of funds for cyber security software to be provided through the services of the City’s IT firm Essential Net Solutions (ENS) pursuant to Resolution 2022-134; and

**WHEREAS;** through this Resolution, the City is authorizing the payment of the cyber security software as an invoice provided through ENS, and

**WHEREAS;** said cyber security software payment will be expected and paid through ENS on an approximately annual basis; 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.** Amendment No 2 to the Agreement with ENS allows for the additional expense of \$39,600 annually for the payment of the City’s Cyber Security Software.

**Section 3.** This resolution shall take effect immediately upon its adoption and signature of both parties.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF FEBRUARY, 2024**

**THE CITY OF MARATHON, FLORIDA**

---

Robyn Still, 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

AMENDMENT 2 TO CONTRACT BETWEEN  
THE CITY OF MARATHON AND ESSENTIAL NET SOLUTIONS

1. Amendment No 2 to the Agreement with ENS allows for the additional expense of \$39,600 annually for the payment of the City's Cyber Security Software.

**ESSENTIAL NET SOLUTIONS (ENS)**

**THE CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
David Soper, President

\_\_\_\_\_  
Robyn Still, Mayor

**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

AMENDMENT 1 TO CONTRACT BETWEEN  
THE CITY OF MARATHON AND ESSENTIAL NET SOLUTIONS

1. Amendment No 1 to the Agreement with ENS allows for the additional expense of \$5,500 per month for provision of up to three days of ENS staff time.
  
2. Said services and expenses will terminate when the City rehires the vacated internal IT staff person. At that time, the City will notify ENS that the services provided herein are no longer necessary and that ENS should cease to invoice the time for the additional services.

**ESSENTIAL NET SOLUTIONS (ENS)**

**THE CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
David Soper, President

\_\_\_\_\_  
Luis Gonzalez, Mayor

**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