City of Marathon City Council Agenda
9805 Overseas Hwy., Marathon, FL
Tuesday, November 10, 2026 5:30 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Mayor and Vice Mayor Selection

5. Approval of agenda and consent agenda [Approval of Consent Agenda passes all routine items indicated by asterisk (*). Consent Agenda items are not considered separately unless a Council Member so requests. In the event of such a request, the item is returned to the Regular Agenda.]

6. City Council Items

***A.** Approval of Minutes……..1
*** B.** Cancellation of November 24th and December 22nd Workshops
C. Recognition of 20 Years of Service – Marathon Fire Rescue:
Edwin Marquez – ARFF, Driver Engineer, EMT-P and
Daniel Murciano – ARFF, Captain, EMT-P, Firefighter
D. Flood/Windstorm Insurance Update (Struyf) Mel Montagne, FIRM
E. Del Gaizo Appointment to Planning Commission (Jesse VanHouten)……..12
***F.** Community Park, March 6th 11am – 3pm Request for Approval Of Alcohol Sales For The Keys Together Festival By LMC.
***G.** KAIR Requests To Waive Parking And Permit Fees For The 20th Annual Sombrero Beach Run On February 20th And Request To Serve Beer And Win At The February 19th Registration And February 20th After The Race…….14
***H.** Approval of Alcohol in the Oceanfront Park for City Employee Holiday Party on December 12th
I.

7. City Manager Report

*** A.** MCSO Marathon Substation Report……..15
*** B**. Grants Update ……..32
*** C.** Public Works Report……..36
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*** G**. Code Report……45
*** H.** Wastewater Utilities Report……46
*** I.** Building Report…….. 50
*** J.** Marathon Fire Rescue Report……. 51
*** K**. Florida Commerce ACSC Administration Permit Contact Line (Informational)……52
L. Code Process Update
M.

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. (Councilmember's to communicate ex parte communication.)

A. Consideration Of A Request For A Development Agreement, For QOF Inc., Pursuant To Chapter 102, Articles 8 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Development Agreement" For The Development Of Four (4) Single Family Affordable Residences; Located At And Around 701 91st Street; Which Is Legally Described As Lots 13 And 14 Sea Crest Heights Subdivision, Marathon, Monroe County, Florida; Having Real Estate Numbers 00350630-000000 & 00350640-000000, Nearest Mile Marker 52. (CONTINUED FROM OCTOBER 13, 2026 MEETING)…….53

B. Resolution 2026-104, Consideration Of A Request By GNS Family Partnership LTD, For A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Conditional Use Permits", Authorizing The Construction Of A Boat Ramp At The Property Located At 2460 Coco Plum Drive, Which Is Legally Described As BK 20 Lot 3B And Adj Canal and All Lot 4 (A/K/A 4-A AND 4-B) Coco Plum Beach Re-Plat 1 PB7-68 Fat Deer Key, Marathon, Monroe County, Florida, Having Real Estate Number: 00366031-000700. Nearest Mile Marker 54……..73

C. Resolution 2026-105, Consideration Of A Request By White and Blue, LLC, For A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Conditional Use Permits", Authorizing The Operation Of A Marine Engine Repair Business At The Property Located At 1210 Overseas Highway, Which Is Legally Described As Lot 1, Section 8, Township 66 South, Range 32 East, on Hog Key, Marathon, Monroe County, Florida, Having Real Estate Number 00101590-000000, Nearest Mile Marker 48……92

10. Ordinances for Final Public Hearing and Adoption

A. Ordinance 2026-31, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add A New Subsection Titled "Ocean Terrace"; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date…….109

11. Resolutions For Adoption

***A. Resolution 2026-106,** Authorizing The City To Extend The Agreement With Ballard Partners, Inc. For Professional Consulting And Lobbying Services Before The Legislature Of The State Of Florida; Authorizing The City Manager To Expend Budgeted Funds, And Execute The Extension Agreement; And Providing An Effective Date…….. 116

***B. Resolution 2026-107,** Approving Grant Agreement ID#27SRP11 Between The City And The State of Florida Department of Environmental Protection (FDEP) For City of Marathon Area 6 WWTP Flood Wall In The Amount Of $3,000,000.00; Appropriating Funds; And Providing For An Effective Date ……121

***C. Resolution 2026-108**, Amending A Grant Agreement With The Florida Department Of Environmental Protection for LPA0724; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date……165

***D. Resolution 2026-109,** Amending The City's Fiscal Year 2025-2026 Budget; And Providing For An Effective Date……181

***E**. **Resolution 2026-110**, Approving Change Order No. 1 To Contract Between The City And General Asphalt Co., Inc In The Current Amount Of $1,561,817.29 For The Replacement Of 117th Street Bridge; Increasing The Contract In An Amount Not To Exceed $59,192.74; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date……188

***F Resolution 2026-111,** Requesting The Monroe County Comprehensive Plan Land Authority To Allocate Funding In The Amount Of Up To $1,000,000 For The Purpose Of Construction Costs For Up To Fifteen Units For VC Seaview, Ltd.; Authorizing The City Manager To Execute Necessary Documents, Upon Consent Of The City Attorney; Providing For An Effective Date……196

***G. Resolution 2026-112**, Approving An Amended Agreement Between The City Of Marathon And Jeff D. Vastola, Esq. For Code Enforcement Special Magistrate Services; And Providing For An Effective Date……199

***H. Resolution 2026-113** Authorizing A "Piggy-Back" Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of One (1) Chevy Silverado 3500HD Regular Cab 4WD Under The Sourcewell Contract #2027 081325-NAF & 032824-NAF From Alan Jay Fleet Sales, In An Amount Not To Exceed $68,208.15. Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date……204

*I. **Resolution 2026-114,** Approving A Sovereignty Submerged Lands Easement With The Florida Department Of Environmental Protection On Behalf Of The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For Submerged Lands Located Within Vaca-Cut Channel; And Providing For An Effective Date……225

***J. Resolution 2026-115**, Approving An Employment Agreement Between Alexandra Heller And The City Of Marathon, Florida For City Attorney Services; Authorizing The Mayor To Execute On Behalf Of The City; And Providing For An Effective Date……..236

12. Council comments

13. Adjournment

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Council with respect to any matter considered at such hearing or meeting, one will need a record of the proceedings and for such purpose that person may need to ensure that a verbatim record of the proceedings is made; such record includes the testimony and evidence upon which the appeal is to be based. Please contact the City Clerk at clavierd@ci.marathon.fl.us if you would like to receive any of the items on the agenda by email.

ADA Assistance: The City of Marathon is committed to ensuring that all members of the public can participate fully in City Council meetings, programs, and services. We strive to provide an inclusive and accessible environment in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. The City will provide reasonable accommodations to enable individuals with disabilities to attend and engage in Council meetings.

To request accommodation, please contact: Evie Engelmeyer, **ADA Coordinator** City of Marathon Phone: (305) 289-4122 Email:engelmeyere@ci.marathon.fl.us Address: 9805 Overseas Highway, Marathon, FL 33050

To ensure availability, requests should be made **at least 72 hours before the meeting**. However, the City will make every effort to fulfill requests received in less time. We welcome public input on how we can continue improving accessibility. If you have comments, concerns, or suggestions regarding accessibility at City Council meetings, please reach out to the ADA Coordinator using the contact information above.

City of Marathon
City Council Action Minutes
October 13, 2026 5:30 pm City Council Meeting Minutes

CALL TO ORDER – A City Council Meeting of the City of Marathon, Florida was held on October 13, 2026, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Lynny Del Gaizo called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Landry

Councilmember Matlock

Councilmember Still

Vice Mayor Struyf

Mayor Del Gaizo, comprising a quorum.

Also, in attendance were:

City Attorney/City Manager, Steve Williams
City Clerk, Diane Clavier
Finance Director, Jennifer Johnson
Senior Planner, Dan Gilizio
Building Official, Gerard Roussin
Deputy City Manager, Brian Bradley
HR Director, Evie Engelmeyer
Code Director, Ted Lozier
Public Works Director, Paul Bartnik
Parks Director, Scott Williamson
Deputy Utilities Director, Libby Soldano
Fire Chief Shana Rogers
MCSO Capt. Derek Paul

Approval Of Agenda and Consent Agenda

Landry added City Attorney Discussion as item 7B.

DRAFT

MOTION: Landry moved to approve the agenda as amended
SECOND: Still

With no objection from the members of the Council, Mayor DelGaizo declared the agenda approved as amended.

City Council Items

***A.** Approval of Minutes

B. Red Ribbon Week Proclamation – the proclamation was presented to members of Champions for Change (MHS students) as well as Sponsors Dr. Belotti, Tina Belotti and Captain Lissette Quintero. Dr. Belotti invited everyone to the October 28th event for red ribbon week at Marathon High School.

C. Audit Discussion (Vice Mayor Struyf) – Struyf asked for a workshop on the 27th to discuss a narrowing down the parameters of an audit of planning building and code departments and asked residents to bring forward examples of TDRs, transfers, and case testing. Still recommended a full audit of all city departments.

***D.** Florida Keys Celtic Festival January 9 & 10 of 2027 - Permission To Sell Beer, Wine And Alcohol And Waiver Of Fees for Community Park

***E.** Fishermen's Community Hospital Evening of Gratitude on April 2, 2027 from 6 -10 pm approval to serve Alcohol in Oceanfront Park

F. Finance Contract Discussion (Councilmember Matlock) – Matlock explained he discussed numbers with both Bradley and Engelmeyer and felt we could save money bringing the finance department in house. Matlock commented this was in no way personal, there is nothing wrong with Johnson's performance. Landry commented he was for exploring this and looking at the pros and cons. Johnson commented that if you look at Islamorada, their budget for personnel is $505,815, the entire contract for finance services for Marathon is $457,999.

City Manager Report

* **A.** MCSO Marathon Substation Report
* **B**. Grants Report
* **C.** Public Works Report
* **D.** Park and Recreation Report
* **E.** Engineering Report
* **F.** Marina Report
* **G**. Code Report
* **H.** Wastewater Utilities Report
* **I.** Building Report
* **J.** Marathon Fire Rescue Report
* **K**. Florida Commerce ACSC Administration Permit Contact Line (Informational)

L. Affordable Housing Presentation (Josh Mothner) – Mothner explained how Marathon's building rights are structured, what each type of right can legally build, and why EE rights may be important to the City's affordable housing strategy. Mothner explained that EE rights are the only building rights

available to Marathon that can be used for multifamily affordable housing. State restrictions limit market-rate rights, including affordable set-aside allocations, to single-family homes on vacant lots. EE rights, by contrast, are specifically intended for multifamily affordable housing developments and may be used for duplexes under Marathon's ordinance. Mother recommended accepting the 50 units each from Layton and Key Colony for both their affordable housing benefits and to potentially provide additional options for administrative relief if future property-rights or takings claims arise.

M. Pickleball Court Hours Discussion – Williams recommended starting with an 8 pm closure for the pickleball courts and the rest of the park will close at sunset. Council gave a head nod of approval.

N. Fee Schedule For Community Park Use Discussion – staff recommended a per day fee to recoup the city's cost in staff time at $480 per day for two park workers and $1,040 per day for two firefighters/medics for the event, rounded down to $1,500 per day. Williams explained he was not interested in charging nonprofits but wanted to recover costs if a for-profit company used the park. Additionally—if the field is damaged, this will result in a $50.00 per square foot fee for the replacement of the turf.

Williams recognized City staff and Marathon Fire Rescue representatives for negotiating the three-year collective bargaining agreement approved under consent Resolution 2026-102. He discussed the inclusion of service steps, modernization of the agreement, and plans for quarterly meetings with union representatives.

City Attorney Report

City of Marathon vs. Tokio Marine Settlement Approval – Williams requested approval of the insurance settlement provided to Council and described the remaining execution process. He stated that the matter remained pending and discussed availability of the agreement after execution and conclusion of the matter.

City Attorney Discussion - Following Williams's appointment as City Manager, Council discussed filling the City Attorney position. Members discussed conducting an open search, promoting Heller, and whether an interim appointment would be appropriate. Heller expressed interest in being considered. Council supported bringing the matter back for a properly noticed November agenda item

Citizens' comments:

Diane Scott raised concerns about law-enforcement services and asked the City to consider establishing its own police department.

Bettye Chaplin commended the Red Ribbon Week program and the young people attending the meeting, discussed the importance of drug-prevention education, and encouraged continued youth participation in local government.

Quasi-Judicial Public Hearings:

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

The clerk swore in speakers

Darrell Walraven, a 91st Street resident, opposed the proposed density, questioned the history of building rights associated with the property, and raised traffic and neighborhood concerns.

Council requested clarification of the status and history of those rights before considering the request. The applicant was not present and had requested that the item be tabled.

MOTION: Matlock moved to table to November 10th at 5:30 pm, date and time certain.
SECOND: Struyf

There were no objections from the members of the Council.

Ordinances for First Public Hearing

A. Ordinance 2026-31, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add Two New Subsections Titled Ocean Terrace And 82nd Street; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

Williams explained that the Ocean Terrace provision would assist the Sheriff's Office with enforcement where the authority for older signs could not be located. The 82nd Street proposal arose from a parking complaint.

Kenneth Lohlein, Robert Leon, Bert Perez, and Bruce Ferarro addressed the 82nd Street proposal. Comments concerned neighborhood access, temporary parking by residents, guests and service providers, the circumstances of the complaint, and whether tow-away restrictions were warranted.

The complainant was not at the meeting, and the clerk recommended that all references to 82nd street be stricken from the ordinance.

MOTION: Still moved to approve Ordinance 2026-31 with the amendment of 82nd Street being stricken from the entire ordinance.

SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

Ordinances For Second Public Hearing and enactment:

A. Ordinance 2026-25, Amending The City's Land Development Regulations, Chapter 110 "Definitions", Article 3 "Defined Terms"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law

B. Ordinance 2026-26, Amending The City's Land Development Regulations, Chapter 107, "General Development Standards," Article 5, "Setbacks And Height," Section 107.36, "Exception To Setback"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

The Clerk informed the Council there were no public speakers and there have been no changes to the ordinances since first reading.

MOTION: Matlock moved to approve Ordinance 2026-25
SECOND: Still

Vote of the Motion:
Yes: Matlock, Still, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

MOTION: Matlock moved to approve Ordinance 2026-26
SECOND: Still

Vote of the Motion:
Yes: Matlock, Still, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None

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

C. Ordinance 2026-27, Amending The City's Land Development Regulations Chapter, 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; And Amending Chapter 104 "Specific Use Regulations," Article 1 "General Provisions," Section 104.05 "Alcohol Beverage; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law

The Clerk informed the Council there were no public speakers and there have been no changes to the ordinances since first reading.

MOTION: Still moved to approve Ordinance 2026-27
SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

D. Ordinance 2026-28, Amending The City's Land Development Regulations, Chapter 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

The Clerk informed the Council there were no public speakers and there have been no changes to the ordinances since first reading.

MOTION: Still moved to approve Ordinance 2026-28
SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

E. Ordinance 2026-29, Amending The City's Land Development Regulations, Chapter 102, "Development Application Review Procedures," Article 10, "Subdivision Of Land/Plats And Re-Plats," Section 102.49, "Major Subdivision Improvement Requirements"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law .

The Clerk informed the Council there were no public speakers and there have been no changes to the ordinances since first reading.

MOTION: Still moved to approve Ordinance 2026-29
SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

F. Ordinance 2026-30, Amending The City Of Marathon's Comprehensive Plan, Amending Chapter Four, "Conservation And Coastal Element," Policy 4-1.19.5, "Limit Public Expenditures In The Coastal High Hazard Area," And Amending The City Of Marathon's Comprehensive Plan Modifying Chapter Seven, "Capital Improvements Element," Policy 7-1.5.3, "Review Proposals For Consistency With The Plan," Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce After The First Hearing By The City Council; And Providing For An Effective Date.

The Clerk informed the Council there were no public speakers and there have been no changes to the ordinances since first reading.

MOTION: Still moved to approve Ordinance 2026-30
SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

Resolutions For Adoption

A. Resolution 2026-84, Approving An Interlocal Agreement Between The City Of Layton And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date **(Continued from the September 8, 2026 Meeting)**

Discussion included new-construction or duplex limitations, use for takings relief, replacement of existing building rights, neighborhood impacts, and procedures to prevent allocation before Council considered appropriate conditions.

Williams stated that approval of the interlocal agreements would not itself award allocations to developers and that individual distributions would require Council approval. He stated that staff would ensure there was no gap in allowing distribution before the Council's desired controls were addressed. Bart Smith clarified that the early-evacuation allocations did not carry a minimum ten-unit construction requirement and distinguished that issue from the Live Local tax-exemption discussion.

Jeff Smith – supported accepting the allocations and recommended considering the age and condition of structures and limiting substitutions to residential uses rather than allowing transient rights to be freed for transfer.

Council discussed accepting the allocations while developing conditions for their use. Staff agreed to bring proposed conditions or an appropriate interim mechanism to the October 27 workshop, to be noticed as a special call meeting for action as needed.

MOTION: Still moved to approve Resolution 2026-84 with the understanding that the conditions discussion would return at the next workshop, to be noticed as a special call meeting.
SECOND: Landry

Vote of the Motion:
Yes: Still, Landry, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

B. Resolution 2026-85, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

Council considered the agreement following the discussion under Resolution 2026-84.

MOTION: Still moved to approve Resolution 2026-85
SECOND: Landry

Vote of the Motion:
Yes: Still, Landry, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

C. Resolution 2026-94, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring From Key Colony Beach To Marathon Twelve (12) Early Evacuation Workforce Affordable Housing Residential Allocations For The Development Of Same At The Southerly Terminus Of 64th Street Having RE#: 00338720-000000; And Providing An Effective Date.

Jeff Smith spoke in favor of the agreement

Leah Stockton of Keys Health and Housing explained that the HOPE project would provide supportive housing for women and women with children, together with affordable rental housing, totaling 12 units. She described duplex-style construction, on-site management, early-evacuation procedures, and affordability in perpetuity.

Stockton stated that the supportive-housing program would charge participating women and family's 30 percent of their income, hold those payments in an interest-bearing savings account, and return the funds upon program completion. She also described coordination to help residents progress toward homeownership.

MOTION: Still moved to approve Resolution 2026-94
SECOND: Struyf

Vote of the Motion:
Yes: Still, Struyf, Landry, Matlock, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

***D. Resolution 2026-95,** Waiving The City's Purchasing Policies And Procedures And Retroactively Approving An Emergency Sole Source Purchase Of A Stretcher From Stryker Sales, LLC In An Amount Not To Exceed $37,434.55; Authorizing The City Manager To Execute The Purchases On Behalf Of The City And Expend Budgeted Funds; And Providing For An Effective Date.

***E. Resolution 2026-96,** Approving And Authorizing The City Manager To Extend the Agreement With Culver's Cleaning Company For Cleaning Services At Marathon City Hall and Fire Station In An Amount Not To Exceed $46,800 Per Year; And Providing For An Effective Date.

***F. Resolution 2026-97** Authorizing A "Piggy-Back" Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of one (1) 2026 Jet-Vac 900 Eco Under Sourcewell Contract #021726-SCA From Jet-Vac Equipment Company, LLC., In An Amount Not To Exceed at total of $671,890.70; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

***G. Resolution 2026-98,** Approving A Commercial Lease Between The City And Christina's Courage, Inc. For The Property Described In Exhibit A; Authorizing The City Manager To Execute The Lease; And Providing For An Effective Date

***H. Resolution 2026-99**, Approving Change Order No. 3 To Contract Between The City And Platform Group, LLC., In The Current Amount Of $1,253,113.00 For the Re-Development of Skate Park At Community Park; Increasing The Contract In An Amount Not To Exceed $265,240.00; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

***I. Resolution 2026-100**, Approving An Amendment To The Agreement Between The City Of Marathon And The City Of Key Colony Beach For The Provision Of Emergency Medical And Fire Rescue Services; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

***J. Resolution 2026-101,** Amending The City Boat Ramp Usage Fees, Trailer Parking Fees, And Parking Fees At Sombrero Beach; And Providing For An Effective Date.

***K. Resolution 2026-102,** Ratifying The Collective Bargaining Agreement Between The City Of Marathon, Florida And The Professional Firefighters Of Marathon, International Association Of Firefighters Local 4396; Authorizing The City Manager To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date.

***L. Resolution 2026-103,** Approving Grant Agreement ID# H1496 Between The City And The Florida Division of Emergency Management Mitigation Bureau for updates to the City of Marathon existing Stormwater Master Plan; Appropriating Funds; And Providing For An Effective Date

Council Comments:

Landry thanked staff and the Fire Rescue union for the collective-bargaining negotiations and commended employees responsible for parks, streets, restrooms, and other City maintenance.

Struyf thanked staff for their availability and responsiveness and thanked residents for attending, speaking, calling, and sending comments

Still thanked staff and emphasized the importance of community involvement and respectful discussion.

Del Gaizo thanked staff and residents, recognized City and County cooperation in preparing the Seven-Mile Bridge area for the weekend community event, and commended the young people who remained for the meeting.

Williams also recognized the Public Works crews' cleanup work at the bridge even though it is not our responsibility.

ADJOURNMENT

With no further business to come before the Council, Mayor Del Gaizo adjourned the meeting at 7:55 pm with unanimous consent.

I certify the above represents an accurate summary of the City Council meeting of October 13, 2026.

_____ _____

Diane Clavier, City Clerk Date

DRAFT

CITY OF MARATHON, FLORIDA
9805 Overseas Highway, Marathon, FL 33050
Phone (305) 743-0033 | www.ci.marathon.fl.us
Return to City Hall 9805 Overseas Highway - Fax 305-289-4123 – Email cityofmarathon@ci.marathon.fl.us

Application for City of Marathon Board, Committee, or Commission

Commission Or Board You Are Applying For: Planning Commission

Name: Jesseray Van Houten

Street Address: 311 37th street gulf, marathon fl 33050

Mailing Address: 311 37th street gulf, marathon fl 33050

Home Phone: 305-360-7027 Alternate Phone: none

Email Address: Vanhoutenjesseray@gmail.com

Do You Live Within The City Limits Of Marathon? Yes ■ No ☐

Presently Employed As: The Stuffed Pig

List any special training, education or background you have which may help you as a member of the Board:

I am specifically interested in serving on the board because:

I'm looking to support my community.

Have you ever served on a similar board or committee somewhere else?: If so, where and when?

No

Are you available for evening meetings? Yes ■ No ☐

Have you ever been convicted of a felony? Yes ☐ No ■

If so, explain?:

Voter Registration# 114976490

Have you ever had your voting/civil rights revoked? Yes ☐ No ■

Have your voting/civil rights been restored? Yes ☐ No ☐

If so, explain?:

All questions must be completed for this application to be considered. Once submitted, the information in this application may be available to the public, under the Sunshine Law, FS 119

Jesseray Van Houten
Signature

10/15/26
Date

Please note: If chosen to serve, you may be required to file a financial disclosure, as required by state ethics law. More information is available at http://www.ethics.state.fl.us/

KAIR

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

October 22, 2026

Marathon City Council
9805 Overseas Highway
Marathon, FL 33050
Diane Clavier, City Clerk
clavierd@ci.marathon.fl.us

Re: KAIR Sombrero Beach Run

Dear Council Members,

KAIR (Keys Area Interdenominational Resources) is planning to host the 20th annual Sombrero Beach Run Saturday February 20, 2027. 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.

In an effort to facilitate the registration process, we are holding the registration at the beach on Friday evening, February 19th from 5:00 to 6:30 pm. 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 of direct services to the local residents in need. Last year and the year before parking fees Friday evening from approximately 4:00 to 6:30 pm and Saturday until about noon had also been waived. We are hoping this can take place again. 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,

Marjorie Roberts

Marjorie H. Roberts
Executive Director

Cc: Steve Williams, City Manager
stevew@ci.marathon.fl.us

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

Date: October 20, 2026
To: Marathon City Council
From: Lt. Benjamin Elmore
RE: Monroe County Sheriff's Office City Monthly Report

Dear Council,

Enclosed is the City Report for September, 2026. During the month District 4/5 personnel maintained a consistent operational tempo throughout September while continuing to manage staffing shortages, scheduled leave, training commitments, and personnel transitions. Despite these challenges, patrol squads maintained effective coverage and a visible presence throughout the Middle Keys while remaining active in traffic enforcement, community engagement, training, and quality-of-life initiatives.

Staffing remained a primary consideration throughout the month. Alpha Squad operated at minimum staffing for much of the reporting period due to preapproved leave and required training, while Bravo Squad continued operations during Sgt. Rivas' attendance at the NIA Academy with Deputy Marino assisting in an acting supervisory capacity. Charlie Squad remained down one position while Deputies Peterson and Mumper shared field-training responsibilities for Deputy Rodriguez. Delta Squad also experienced staffing shortages that required shift swaps and overtime coverage. Despite these limitations, supervisors and personnel adapted effectively to maintain continuity of operations and service delivery.

Road patrol personnel remained proactive throughout September, balancing daily calls for service with traffic enforcement, fi eld training, professional development, and community-oriented activity. Personnel participated in specialized training that included active-assailant response, tactical handgun instruction, speed measurement, criminal law, Stop the Bleed, searches and handcuffing, low-light firearms training, and DHS/FEMA bombing-prevention courses. These eff orts continued to strengthen individual capabilities while supporting district-wide operational readiness.

Community engagement remained a strong focus during the month. District personnel participated in the 9/11 remembrance ceremony at Station 14, the Hawks Cay Heroes 5K, Chamber After Hours, Best of Marathon, Marathon High School Career Day, and local school and sporting events. Personnel also continued targeted quality-of-life eff orts throughout the district, including cleanup initiatives at the Long Key Bridge, Conch Key, 15th Street, and other problem areas, along with the removal of abandoned shopping carts, debris, and material from identified homeless camps.

The Marine Unit remained active despite unfavorable weather conditions that reduced marine and resource-enforcement activity throughout the Keys. Deputy Guerra continued resource and bridge inspections, vessel patrol, contacts with anglers and divers, road-patrol assistance, and zone-improvement projects. Marine activity was supplemented by community outreach and participation in Marathon High School Career Day, as well as cleanup efforts at the Long Key Bridge and along Sombrero Boulevard.

The Criminal Investigations Unit continued managing complex investigations involving financial crimes, cryptocurrency fraud, threat management, elder exploitation, and organized theft schemes. Detectives also remained involved in community and district initiatives while continuing investigative follow-up on active cases.

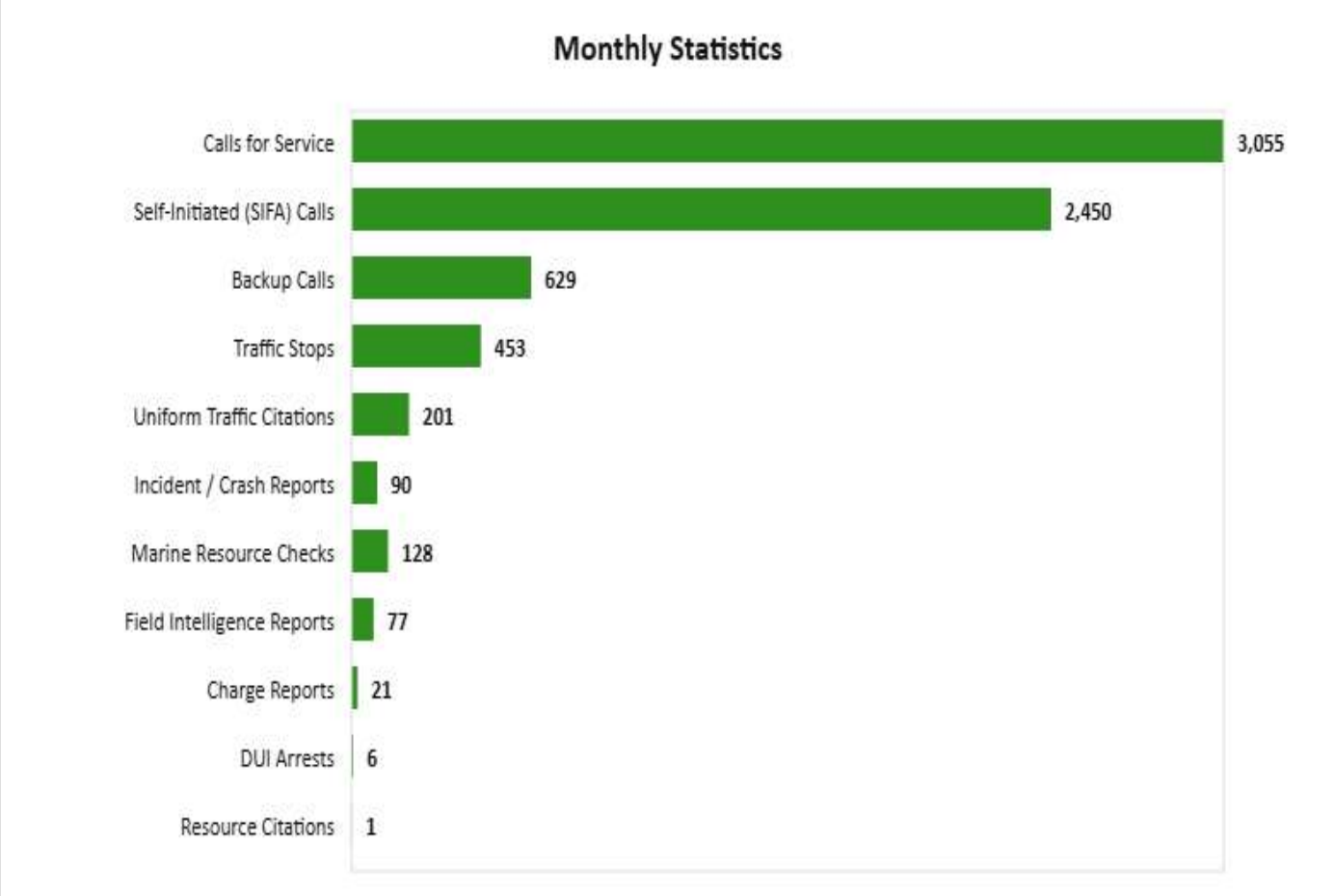
Overall, District 4/5 personnel demonstrated strong teamwork, adaptability, and operational focus throughout September. Despite continued personnel and staffing challenges, the district maintained effective coverage while advancing enforcement, investigative, training, community-engagement, and quality-of-life priorities across the Marathon area.

Lieutenant Benjamin Elmore

Station Commander District 4/5 Patrol

Monroe County Sheriff’s Office

Monthly Statistics



Special Cases / Arrest Highlights:

Deputy Dep. Goodman – Alpha Squad

MCSO26OFF005928 – Dep. Goodman investigated a domestic violence incident which resulted in a warrant being issued for aggravated battery.

Deputy Dep. Marino – Bravo Squad

MCSO26OFF005861 – Reckless-SU1/68.5 mm-Lorena Panes Sanjose-Lorena arrested for super speeder after going 100MPH in a posted 55MPH area. Car was turned over to passengers.

Deputy Dep. Orinstein – Bravo Squad

MCSO26OFF006118 – Petit Theft - Race Trac - Kenneth Sutton- Kenneth was seen on video footage taking items from inside of Race Trac and not paying for the items. Employees did not want to press charges however, upon further investigation, Kenneth's CCH showed several thefts resulting in the crime becoming felony. A warrant for Kenneth was completed.

Deputy Dep. Orinstein – Bravo Squad

MCSO26OFF006180 – Battery - Fisherman's Hospital - Catherine M. Rogers. Catherine was brought in by rescue and was being combative. When deputies arrived, contact was made with Eric working in the capacity of head nurse of the emergency room, Catherine was very combative and kicked a staff member in the groin area. A second victim expressed that when Catherine was brought in, she took her right hand almost striking him in the face/head. Catherine was taken to jail.

MCSO26OFF005988 – Home Invasion at Isla Bela Beach Resort Employee housing. Deputies were able to get on scene and arrest Ronnie Garcia fairly quickly. Due to their investigation Ronnie received a $150K bond for the event.

Training:



Sgt. Slough attended the Office for Bombing Prevention Surveillance Detection course at the FEMA Center for Domestic Preparedness in Anniston, Alabama.



Sgt. Slough attended the Office for Bombing Prevention Surveillance Detection course at the FEMA Center for Domestic Preparedness in Anniston, Alabama.



Sgt. Slough instructed a CTS Less Lethal, Chemical Agents, Flash Bang, & Impact Munition training class for the SWAT & RDF Team members in preparation for the Key



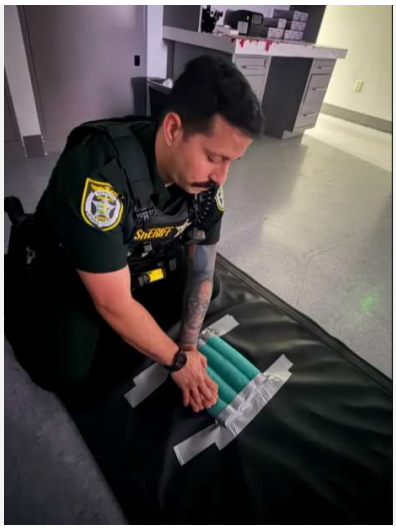
Completed Speed Measurement Training



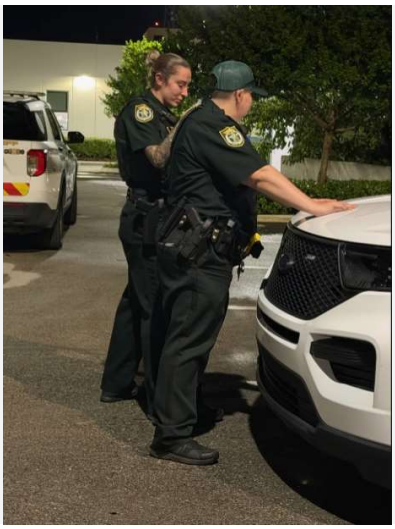
Completed Criminal Law Training



Stop the bleed training (wound sweeps)



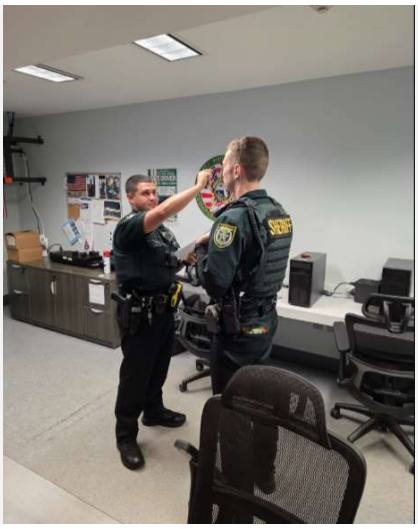
Stop the bleed training (wound sweep)



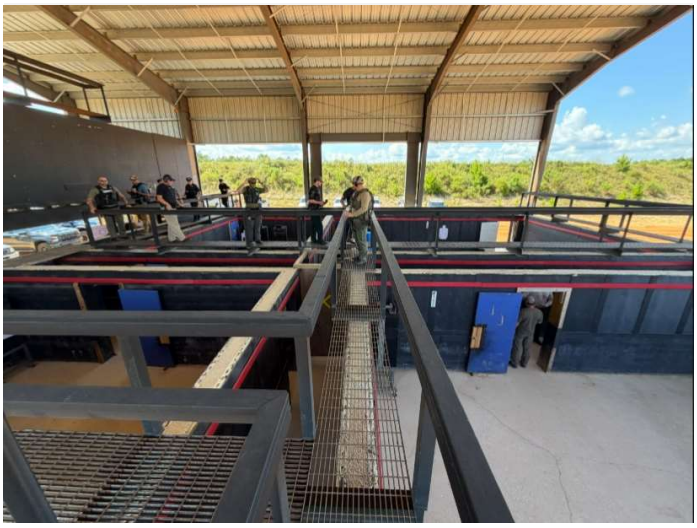
Pat downs/searches training.



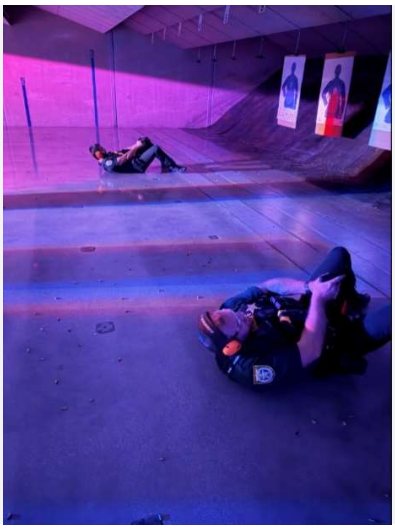
Dep. Roberts attended firearms training



Shift conducted SFST training during roll call



Sgt. O'Neill attended week-long Active Assailant training in Defuniak Spring, FL



D Squad conducting life fire training from alternate positions in a low light environment.

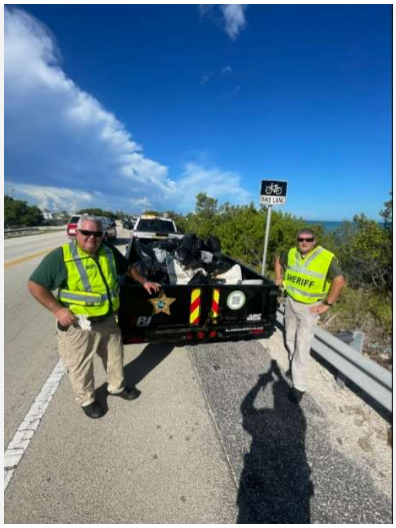
Community Involvement:



District 4 personnel attended the 9/11 Ceremony held at Station 14.



Deputy Guerra organized a Cleanup on the South end of the Long Key Bridge.



Capt. Paul and Lt. Elmore with the trash collected during the cleanup at the Long Key Bridge.



District 4 & Traffic units attended the 9/11 Ceremony held at Station 14.



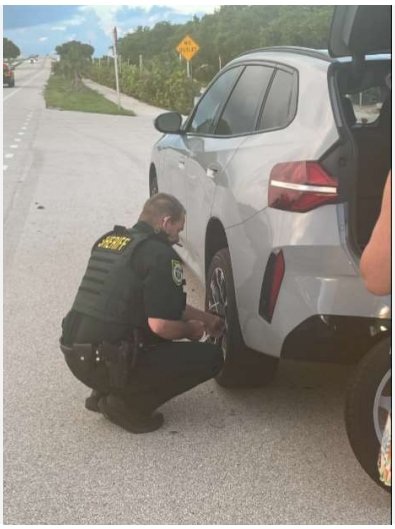
Hawks Cay Heroes 5K



Hawks Cay Heroes 5K



Chamber After Hours



Lt. Elmore and Dep. Digrius assisted with changing a motorist's flat tire.



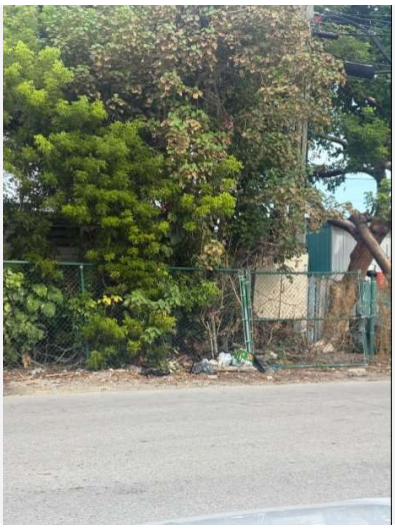
Best of Marathon



Marahton Cross Country team wins Gold at the first Hawks Cay 5k



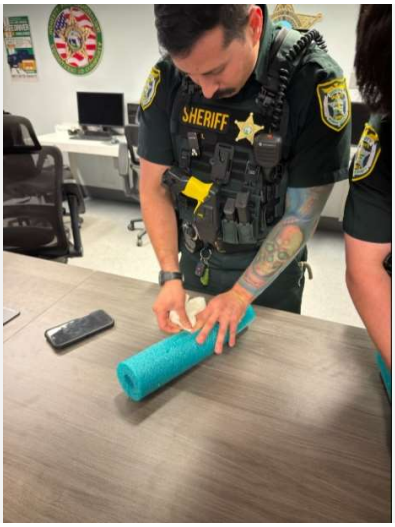
Cross Country car wash and bake sale.



15th St. Trash



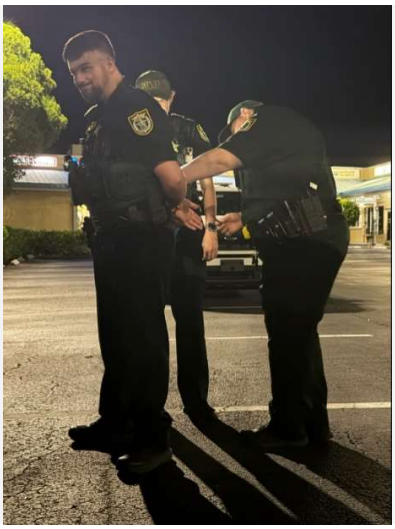
15th St After



Stop the bleed (wound packing)



PO dusting for latent prints



PO worked on handcuffing techniques



Sgt. Rivas attended Battle of the Badges event



Conch Key bayside cleanup



Trash Clean up 69 mm



COMPETED IN BATTLE OF THE BADGES W/ SGT RIVAS AND DEP. ARMSTEAD



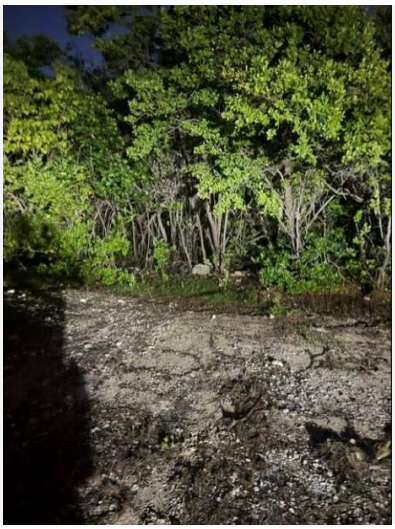
COMPETED IN BATTLE OF THE BADGES W/ SGT RIVAS AND DEP. ARMSTEAD



Garbage Collected by D Squad from 15th Street



Homeless camp from 1685 Overseas Hwy before clean up



1685 Overseas Hwy post Clean up



Trailer full of trash collected from 1685 Overseas Hwy collected by D Squad.



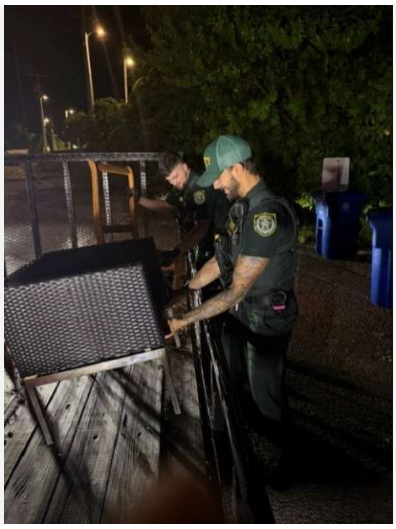
Carts collected by D Squad from the city.



Deputy Del Cueto collecting garbage from 15th St.



Deputy Metzger cleaning up the homeless camp from 1685 Overseas Hwy.



D Squad disposing of the collected garbage.

Marine Unit:

During the month of September, marine and resource-enforcement activity slowed throughout the Florida Keys due to unfavorable weather conditions. Despite the reduced marine activity, I remained active with resource enforcement, vessel patrol, road patrol assistance, zone improvements, training, and community outreach.

I conducted a total of 57 calls for service during the month. This included 24 resource and bridge inspections, with approximately 70 contacts with anglers and divers. These inspections resulted in one resource violation citation.

Marine enforcement activity included approximately 20 hours of vessel patrol, during which I issued three vessel citations. In addition to marine duties, I continued assisting road patrol with day-to-day calls for service and issued one traffic citation.

I also completed two zone-improvement projects during September. The first involved a cleanup at the Long Key Bridge. The second was conducted behind Publix on Sombrero Boulevard, where mattresses and other debris were identified and removed from the area.

For training, I attended chemical-agent recertification training with the SWAT Team and RDT Team.

I also participated in Marathon Career Day at Marathon High School, representing the agency and interacting with students regarding law-enforcement careers and responsibilities.

During the month, I also utilized five days of vacation leave.



Long key clean up



Career day at Marathon high school

MEMORANDUM
Grants Department

MEETING DATE: November 10, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Maria Covelli, Grants Coordinator

THROUGH: Steve William, City Manager

SUBJECT: **Grants Report**

The Grants Department provides an update to the City Council monthly.
The following is provided as an update for Grant Department activities as of the date of submission.
Amounts in ($$) are grant amounts, not project totals.

ACTIVE GRANTS STATUS – *Received since last meeting - Updates*

FDEP Hazard Mitigation Grant Program - ($200,000)

- Submitted signed grants contract to state
- Update current Stormwater Master Plan

Tourist Development Council FY26 Capital Improvement Projects

- Sombrero Beach Renourishment ($200,000 for Phase I)
  - Negotiating fee for consultant
  - Working on getting report data and permits
  - Submitted Executed Grant Agreement to TDC
- Multi-Year Beach Cleaning Grant ($154,333 a year for 3 years)
  - Project is underway
- Concession Stand/Restroom Comm Park East Side ($300,114)
  - 90% plans in review
  - Construction underway

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

- Waiting for concurrence from FDOT on the two bids received.
- Went out for rebid as required by FDOT
- Only received one bid FDOT may require us to put it back out for bid
- Received fully executed grant agreement
  - Project going out to bid

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

- Received breakout from FDOT timeline/budget: Design 2026; Construction 2028
- Awaiting grant agreements from FDOT
  - Aviation Blvd Lighting ***($1,000,000)***
    - Design is underway – plans at 100% complete; wtg on FDOT review
  - Mitigate Sombrero Beach Rd sidewalk flooding at curve ***($333,288)***
    - Survey work is completed
    - Design and scheduling underway

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

- Extension approved – work continues
- Requested a one-year extension from Commerce due to delays in materials.
- Mobilization and active construction began on Power Conditioning & Surge Protection project – construction at 98%.
- Vacuum System Monitoring & Pump Upgrades are at 70% design, bid docs in process of being created.

TDC FY25 Bricks and Morter – Capital

- ***Information and Security Station at Sombrero Beach ($150,000)***
  - Requested an extension through 12/31/2026 to complete the project
  - Project is underway
  - Foundation completed, installing walls soon as construction continues
- ***Reconstruct Finger Piers and Electronic Sign at 7-Mile Marina ($502,700)***
  - Requested an extension through 12/31/2026 to complete closeout documentation
  - Starting closeout documentation
  - Estimated completion by mid-Sept.
  - Utility work is being completed
  - Sign has been installed
  - Construction of docks completed

Rescue Boat with Fire Capabilities -House/Senate Appropriations Project Funding ($150,000)

- Extension has been executed. Current delivery schedule is October 2026 (funds will be rolled over at State FY turn)
- Requested and received funding extension from the state.
- Boat has been chosen and purchased/build is in process/hull number assigned.
- Fire/Rescue is checking out different boats.
- Purchase of Rescue Boat with Fire Capabilities

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

- Raise 92nd Street Phase I – Design and Engineering
  - Requested extension thru March 31, 2027
  - Working on Final Easement Drafts
  - Plans at 60%
  - Submitted for project extension (org. end date 5/31 – ext to 11/30)

FDOT Beautification Grant – ($112,000)

- Preconstruction meeting held.
- Reviewing bids, Planned start October 2026
- Project On Hold until deep well work is completed in that area.
- Received and executed grant contract

Florida Keys Stewardship Grant (Expected $2,500,000)

- Need ILA
- On track as scheduled
- Deep Well project

Florida Department of Transportation – Transportation Alternatives Program – FY 2030
FDOT TA grants are awarded on a 5 year FDOT CIP plan

- Complete Coco Plum Multi-Use Trail and add Lighting ($1M)
    - Wtg on Grant Documents from FDOT
    - Design scheduled for 2028 / construction for 2030
- Lighting for Existing Coco Plum Multi-Use Trail ($1M)
    - Received signed contract from FDOT
    - In design (26/27) / construction 28/29

FDEP Resilient Florida (25/26) – Sombrero Blvd Drainage Improvements ($1,207685)

- State Inspection competed – replied to RFI
- Preparing completion documentation and final request for reimbursement.
- Nearing Completion
- Received an additional $1,304,090 in funding for a total of $2,511,775

FDEP Resilient Florida (26/27) – Area 6 WWTP Flood Wall ($3,000,000)

- Completed a pre-construction walk through with the state
- Received notice of award

FDEP Resilient Florida (26/27) – Effluent Disposal Infrastructure Hardening and Mitigation Initiative ($5,064,129)

- Completing RFI from FDEP
- Waiting to hear from FDEP for kickoff meeting and contract
- Received notice of award

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

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

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

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

TDC FY26 Bricks and Morter – Will get grant contracts in Dec 2026

- Permanent roll up weather shades for Oceanfront Event Tiki ($49,000)
- Upgrade Events Field Lighting Community Park – ($275,000)

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

SS4A Deliverable from Planning Grant *SS4A Implementation Grant – submitted 5/26/26*

- Submit Application for Opticom System for Fire Department ($1M)

Florida Communities Trust Parks and Open Space Florida Forever Grant Program

- ***Submitted for joint acquisition of the following properties***
  - 1 Boot Key
  - 56185 Overseas Hwy (property sold)

GRANT APPLICATIONS IN PROCESS - *New since last meeting*

State Appropriation Funding – For Deep Well $TBD

FDEP Coastal Partnership Initiative – Wave Attenuation Devices Study ($30,000) – due 10/31/26

- *Study at Coco Plum to help erosion.*

FDEP Resilient Florida (27/28) – Effluent Disposal Infrastructure Hardening and Mitigation Initiative ($4,000,000)

- *Deep Well additional funding*

FDEP Resilient Florida (27/28) – 92nd Street Improvements ($567,500)

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

FDOT Transportation Alternatives – opening TBA

- Sidewalk and Lighting on Sombrero Blvd

COMPLETED GRANTS - *New since last meeting*

GRANTS NOT RECEIVED *New since last meeting*

CANCELLED GRANTS *New since last meeting*

CITY OF MARATHON
PUBLIC WORKS

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

MEMORANDUM

DATE: November 10th, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Paul Bartnk, Public Works Director

THROUGH: Steve Williams, City Manager

SUBJECT: Public Works Update

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

- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees are as follows.

October Gross Income	$47,318.75
2026 Gross Income YTD:	$1,003,253.40

- **Radar Speed Sign:** We are continuing installing the permanent speed radar signs. We finished installing a new sign before the entrance to the beach. We feel this will help alert motorists of their speed before entering the beach parking area. In addition, we continue to relocate the portable speed trailer to various areas to help determine where additional permanent signs may be needed.

- **Citywide Vegetation Cutbacks:** Public Works crews continue with vegetation cutbacks. Vegetation is being trimmed to a depth that ensures clear visibility for motorists and reduces the frequency of required maintenance. Completion of this task may take additional time this cycle as we have assumed maintenance responsibilities along the US-1 corridor.

- **Upgrades to Oceanfront Dog Park:** Public Works crews have completed all renovations at the Oceanfront Dog Park. The park has officially reopened and is now being enjoyed by residents and visitors. The installation of the new dog water fountain marked the final phase of the project. To maintain the facility and preserve the turf, the dog park will continue to be closed on the first and third Mondays and Tuesdays of each month for routine maintenance and turf repairs.

- **City Street Sign Replacement:** Public Works crews have begun replacing multiple street and road signs throughout the City. This work includes street name signs, regulatory signs, and caution signs located within City-owned rights-of-way and at City facilities. Our crew dedicates 1-2 days a week to install and replace signs, while still providing for other maintenance requirements and small projects performed by our facilities/infrastructure maintenance crew.

- **7-Mile Marina Upgrades:** Public Works crews have completed site work at the 7 Mile Marina. Crews brought in base material and #57 stone to bring low areas up to proper elevation, improving drainage and access throughout the site. Crews also installed safety items throughout the marina area.

- **Upgrades To Jessie Hobbs Park:** Public Works and Parks and Recreation crews will begin a joint renovation of the playground area. Crews will remove the existing sand and replace it with playground mulch and will install a weed barrier system to help limit weed growth. Work is expected to begin the second week of November and be completed in approximately two weeks. In addition, a new water fountain with a bottle filler was recently installed at the playground.

- **Harbor Boat Ramp Parking Update:** Public Works crews have opened the Harbor Boat Ramp for parking. A yellow line has been painted to mark where trailers may not extend, and signs posted on site explain the restriction. Once the king tides subside, crews will fully restripe the parking lot and install new parking stops.

- **Restriping Stop Bars and Double Yellow Lines:** Public Works crews continue restriping stop bars and double yellow lines throughout the City. Crews dedicate one to two days each week to restriping, and the work is coordinated with the ongoing street sign replacement. Because this is a citywide effort, it will take some time to complete.

Memorandum

Date: October 30, 2026

To: Honorable Mayor and City Council

From Scott Williamson, Parks and Recreation Director

Through: Steve Williams, City Manager

Subject: Parks and Recreation Monthly Report

October 2026

Parks and Recreation Report

PROGRAMS

- Tue/Thu Evening Zumba Class Finished up the first session with good results
- M-W-F Fitness Class is ongoing from 8:30-9:30 in the morning.
- Adult Volleyball and Adult Basketball at the High School Continue
- Open Bocce Play started back up on Thursdays
- Our Littles Soccer Program started with about 40 kids participating
- Home School PE is doing well with about 50 kids per session
- Kreative Kids after school program started back up
- Horseshoe League continues Thursday Nights

EVENTS

- Our Trick or Treat at the Beach was a huge success with a great turnout
- Art in the Park series returned with a Pumpkin Carving Session
- FKSPCA hosted a free vaccine clinic at Ocean Front

REPAIRS AND IMPROVMENTS

- A new water fountain was put in at Jessie Hobbs
- New Bulletin boards were put up at Sombrero and Coco Plum

CITY OF MARATHON
PUBLIC WORKS

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

MEMORANDUM

DATE: November 10, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Jared Weaver, P.E. City Engineer

THROUGH: Steve Williams, City Manager

SUBJECT: Engineering and Capital Project Update

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

Capital Infrastructure Projects

- **117th Street, 116th Street & 112th Street Bridge Replacement:** The pre-construction meeting for 117th Street Bridge was held on October 6. The Notice to Proceed is expected to be issued for the middle of November. The project has 210 days for substantial completion and 240 days for final completion. This is now a full bridge replacement including new pile and abutment to be constructed behind the exiting abutment. This will allow the existing abutment and piles to remain in place, minimizing cost and disturbance to adjacent properties. The awarded bid came in at $1,561,817.29, which was below the engineer's estimate cost of $1,751,644. A change order for $59,192.74 was deemed necessary to strengthen the existing 117th Street Bridge to increase its allowable load capacity. This improvement is essential to accommodate larger vehicles required for relocation of utilities and will allow for the passage of essential vehicles such as Fire. The change order will be at no cost to the City and shall be covered under our existing LAP contract agreement.
  We have also entered into the contract with a CEI consultant to provide inspection and project management services as required by our LAP certification with FDOT. Project information will be sent out to the impacted residents to inform them of the project and associated impact. The intent is to maintain a single lane of access at all times by initiating the demolition and construction on half of the bridge then moving traffic to the new section and repeating the process. Instances may occur where the bridge will be closed to all vehicular traffic for short periods of time, however all residents will be given ample notice to make the proper accommodations.
  90% Plans for the 116th St bridge have been submitted to FDOT, and comments are being addressed by our consultant. The 60% Plans for the 112th St bridge have been submitted to FDOT, and comments are expected by early November. Our consultant is in the process of responding to those comments.

- **Quay Property Re-Development:** All stormwater has been installed, and the road subgrade and base installed. Contractor has begun to pour concrete piles and grade beam for project pavilions. Asphalt is expected to be placed within the first two weeks of November. Project is on schedule for completion by end of January.

- **Sombrero Beach Information/Security:** Work continues to progress on the project. The roof has been fully replaced in accordance with the most recent change order. Installation of all windows has been completed, along with the remaining framing and drywall work. The Building and Engineering Departments met with the contractor to inspect areas of concern related to previous water intrusion and verify that no water damage or mold concerns were present within the insulation or adjacent to the existing building. Exterior painting is expected to begin during the first week of November.

- **Seven Mile Marina Docks:** The finger pier construction is complete and ready for leasing. All work by the contractor is completed with the exception of the canopy over the boat lift to be used by the Fire Department, which is on back order. City staff have completed several small improvements in lieu of having the contractor perform those services via a change order providing substantial savings to the City. The long marginal dock adjacent to the south seawall will remain close until City staff completes concrete restoration and stabilization.

- **Seven Mile Marina Building Re-Development:** We are still holding off on bidding the project, as we have several ongoing construction projects, and want to ensure our limited project management staff is not overwhelmed. Upon the near completion of these projects, we are ready to bid for the building re-development. The project will renovate the existing building to provide for the permanent reception for Pigeon Key, along with an office for Marina personnel use. We will also have an additional area for lease within the building. In addition to the mentioned uses, we will also provide an area for enclosed lockers for use by the charter boat captains.

- **92nd Street:** The has completed the 60% plans, and we anticipate coordinating a neighborhood meeting at the start of next year to inform the residents of the proposed design and impacts due to the road being raised. We have been granted an addition $5,500 of grant funding from FEMA for the design of this project. We are still pursuing funding for the construction phase of the project. The project design and permitting should be completed by early next year.

- **Community Park Splash Pad:** The splash pad engineering drawings are complete, and the site plans prepared by the City are also complete and the project is being submitted for permitting through the Building Department and the County Health Department. We expect to be under construction by early next year and expect the work to be completed within 100 days.

- **Skate/Splash Facility Restroom:** The design for the new restroom building is at 90% and staff has provided the final comments to the architect. The site plan and sewer pumping station design is being performed in-house by the engineering department and will be completed with the final architecture plans. We expect to put this project out to bid in the middle of November. The restroom is funded by a TDC grant.

- **US 1 Beautification Project:** The pre-construction meeting was held October 1st. A Notice To Proceed is being expected to be issued the week of November 9th allowing the utility contractor installing the force main for the deep injection well project to complete their work in the area. Once the work begins, the contractor has 90 days for substantial completion and 120 days for final completion. As part of the contract, the contractor is responsible for maintenance and watering for the first 90 days, at which point the City will take over the maintenance and watering. We have an option to extend the maintenance for an additional 90 days, at the City sole discretion, if we determine that we don't have the adequate staff when the initial 90 days are up.

- **Sombrero Beach Road Bike Path Improvements:** Our consultant is proceeding with the design. We expect to have 60% plans completed in 2 months. Prior to submittal to FDOT, the City will host a community outreach meeting so that residence can be informed of the upcoming project, and our consultant can address any reasonable input from the public. We anticipate construction to begin in late summer 2027.

General updates:

- **Building Plan Review:** The Engineering department has processed 58 permits reviews for Engineering, and 33 total inspections for projects requiring engineering reviews in the month of October.

CITY OF MARATHON, FLORIDA
Ports Department
Latitude 24° 42' 33.8" N Longitude 81° 5' 29.1" W

Memorandum

To: Honorable Mayor and City Council Members

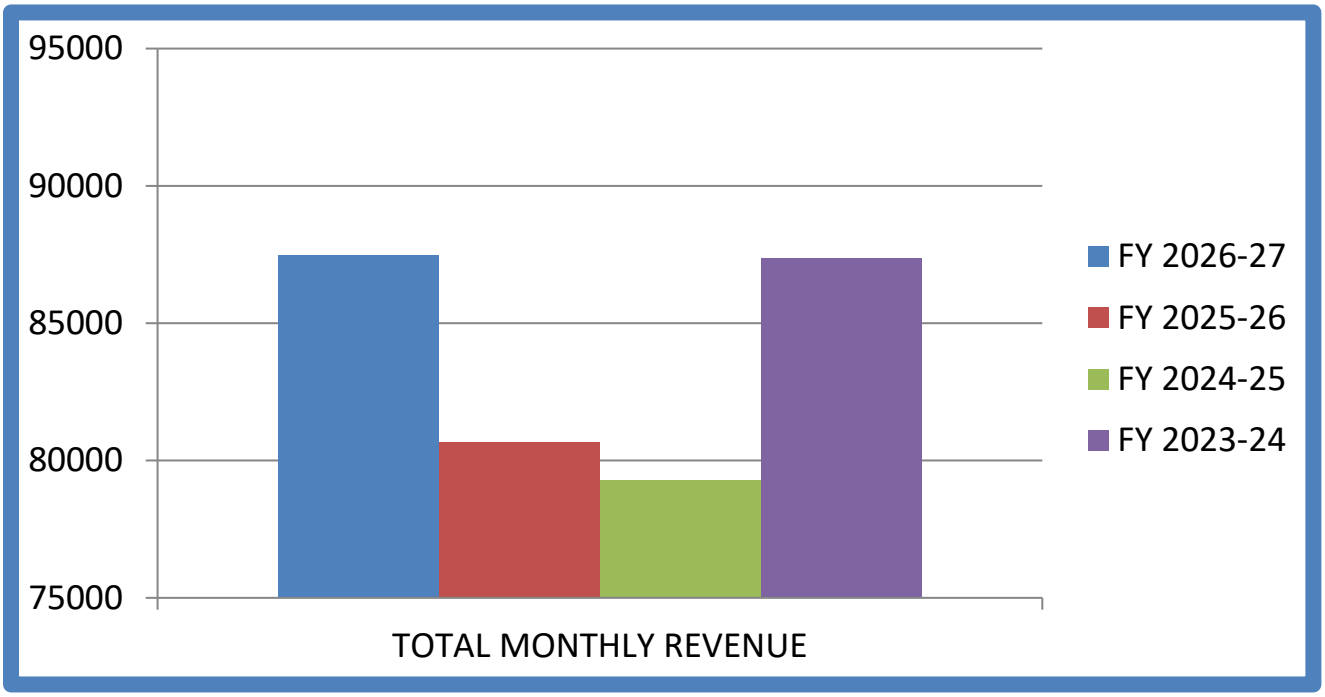
Through: Steve Williams, City Manager

From: Sean Cannon, Ports Director

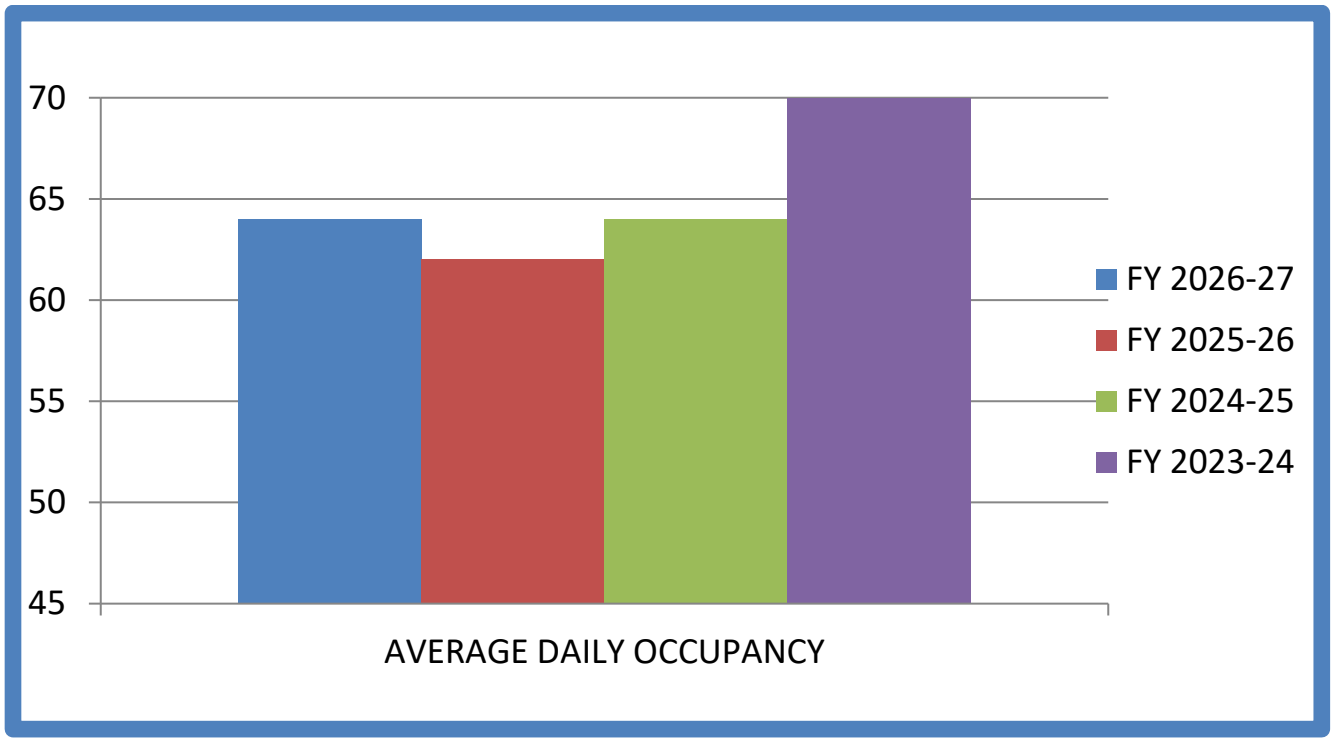
Date: November 10, 2026

Re: October Monthly Report

Revenue: City Marina saw $87,458 in revenue for the month of October.



Occupancy: October's average daily occupancy was 64%.



TOTAL TRANSIENT ARRIVALS:

***IN-STATE VESSELS: 19**

***OUT-OF-STATE VESSELS: 10**

***FOREIGN VESSELS: 3**

***TOTAL VESSELS: 32**

News: The Marina participated in the Park's trick or treat event at the beach again this year. The turnout was great and we enjoyed handing out treats to the kids.



Projects: Water quality testing by Eurofins was conducted and passed with flying colors. The annual bath house and laundry room maintenance has been completed.

CITY OF MARATHON

Memorandum

Meeting Date: November 10, 2026

To: Honorable Mayor Lynny Del Gaizo and City Council Members

Through: Steve Williams, City Manager / Interim City Attorney

From: Ted Lozier, P.E. Code Director

Subject: Code Compliance Report

October 2026 Activity:

Complaint/Property Investigations	304
Vacation Rental Property Reviews/Investigations	263
New Code Cases	17
Code Cases Closed	18
October Hearing Cases	14
December 10 Hearing Cases	10
Trash Service Violations	3
Trash Violation/Other Citations	1
Stop Work Orders Posted	5
Vacation Rental Violations	4

Three hundred four new code complaints/possible violations/properties were investigated, 17 new code cases were opened, and 18 code cases were closed.

Fourteen cases were scheduled for the October Code Compliance Hearing. Four cases were withdrawn through stipulated settlement and the remaining 10 were found in violation. The next code hearing is scheduled for Thursday, December 10, 2026, at 2:00 P.M. at Marathon City Hall Council Chambers, 9805 Overseas Highway. Ten cases have been noticed for hearing to date.

Code Responses & Permit Reviews: 344 and 101
In October, staff responded to 344 code follow-up actions and inquiries received by telephone, email, online, or in-person. Staff also conducted 101 permit reviews.

Utility Department Monthly Update

MEETING DATE: November 10, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Daniel Saus, Utility Director

THROUGH: Steve Willians, City Manager

SUBJECT: September 2026 Utility Department Update

A. Wastewater Treatment Plants

1. General Highlights

   a. We had normal flows for September until the king tides hit. Then flows increased way above normal.

   b. The Sombrero Blvd. stormwater project is in the punch list stage. Nearly completed. New sod was laid this week.

   c. Deep Well piping projects are underway. See section C.

   d. The Valhalla force main project is now also in the punch list phase. See section C.

2. Odor Complaints / Mitigation

   a. We received no odor complaints about the treatment plants in September.

3. Effluent Quality Report/Plant Performance

   The September wastewater facility's performance chart is shown below. The plant permits now require AWT compliance and the operations staff are 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: Sept 2026

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**	0.205	<2.0	2.5	1	<2.0	0.30	1.67	0.02	0.27
AREA 4	**0.400**	0.250	<2.0	<2.0	<2.0	<2.0	1.20	1.61	0.16	0.21
AREA 5	**0.450**	0.374	3.7	2	<2.0	<2.0	0.54	0.83	0.08	0.14
AREA 6	**0.200**	0.102	<2.0	2.5	<2.0	<2.0	0.74	1.61	0.07	0.19
AREA 7	**0.200**	0.023	3.7	3.0	<2.0	<2.0	1.40	1.45	0.10	0.08

B. Collection System

1. The month of September had normal flows until the king tides kicked in. Flows were extremely high for this time of year.

2. The lift station at Knight's key failed and was letting in salt water to the system. We had contractor try and repair it and the vault completely failed. The temporary fix is still in place but we will now have to replace the lift station in its entirety.

3. Vacuum Station Salinities for September:

    a. Vacuum station salinities at the plants were as follows (in parts per thousand): SA3:3.02; SA4:2.89; SA5:3.69; SA6:1.27 and SA7:1.32. These values show a minimal level of infiltration of saline ground water.

4. 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)

5. 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.

6. Callouts

    a. From September 1st through September 30th there were a lot of call outs due to the king tides. The crews did an incredible job of keeping the system up and running. A list of calls is available upon request.

7. Odor Complaints / Mitigation

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

C. Plant Upgrades & Construction Projects

1. City Council awarded the contract for the Deep Injection Well Project Piping Phase 2 and 3B to ADS. ADS has submitted a city right-of-way (R/W) permit application for the sections along Coco Plum while also actively pursuing permitting through FDOT for the work along US-1. FDOT coordination continues as we strive to receive permit approval for work within their R/W.

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 are nearing completion. The design on the vacuum system portion is nearly completed.

3. The Sombrero Boulevard Stormwater Project is nearing completion. An additional 600 LF of sod has been installed along Sombrero Boulevard to supplement areas within the right-of-way where the existing sod has deteriorated. The contractor is also completing concrete restoration at several stormwater inlets. The new stormwater system performed exceptionally well during the extreme king tidal events experienced at the end of October.

4. The Valhalla Offsite Force main and Offsite Improvements Project should be nearing closure. The project walkthrough and punchout list had been conducted by the City, Apex, and Webber. The field walkthrough with Webber was conducted and results are pending FDOT. Additional restoration was requested by Webber and has since been completed, awaiting the next walkthrough after striping of the shoulder and grass restoration has been completed

5. Deep Injection Well Piping Phase 1 continues to progress. The Maintenance of Traffic (MOT) plan has been approved by FDOT. DBE has successfully completed drilling beneath US-1 near 117th Street to proceed with the drilling underneath of the Vaca cut Channel. DBE has also successfully drilled beneath the Coco Plum (Robert H. Dopp) Bridge. All drilling beneath US-1 in front of the airport has been completed and the contractor has moved off the roadway. Lane closures have been removed from US-1 in preparation for the upcoming boat races in Key West. Lane closures will resume on November 9th until Thanksgiving week. The next lane closure is expected to be from 47th Street to 65th Street with the aim of having two rigs from opposing directions approaching the R/W area parallel to the Area 4 plant.

6. Deep Injection Well Piping Phase 3A is awaiting close out paperwork and signatures.

7. The design for the Area 3 WWTP expansion is nearly completed and permitting through FDEP is underway at this time. We finally received the operating permit. We expect the expansion permit to follow soon.

OCTOBER '26 BUILDING DEPT. BREAKDOWN

PERMITS READY FOR PAYMENT: 97 / $543,969

AVERAGE TURN FOR MONTH: 5.5 DAYS

ACTIVE PERMITS: 787

CO'S ISSUED MONTH: 4 RESIDENTIAL

REPLACEMENTS: 3

BPAS: 0

TBR HOMES: 1

REQ'S FOR PRIVATE PROVIDER: 51

PERMITS SUBMITTED THIS MONTH: 89

PERMITS ISSUED THIS MONTH: 81

PERMIT REVISIONS ISSUED THIS MONTH: 0

CONTRACTOR REGISTRATION/UPDATE: 22

NOTIFICATIONS FOR INFO SENT: 8

EXPIRATION EMAIL NOTICES SENT: 111

BULDING INSPECTIONS THIS MONTH: 189

RE-INSPECTS DONE THIS MONTH: 14

CITY OF MARATHON FIRE RESCUE

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

Memorandum

Date: 10/30/2026

To: Honorable Mayor and City Council members

From: Shana J Rogers, Fire Chief

Through: Steve Williams, City Manager

Subject: October Month End Report

MARATHON RESPONSES	September
Fire Incidents	0
Hazardous Condition	2
EMS	112
Inter-facility Transfers	45
False Alarm/No Emergency	10
Public Service	36
Rescue	4
Total for Month:	209
Total Calls for Calendar 2026:	1966

KCB RESPONSES	September
Fire Incidents	0
Hazardous Condition	0
EMS	3
False Alarm/No Emergency	1
Public Service	2
Rescue	0
Total for Month:	6
Total Calls for Calendar 2026:	111

FIRE PREVENTION – AFM Card	September
Fire Inspections	23
Fire Safety Plan Review	35
Occupational or Annual License Inspections	6
Event Inspections	2
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS – Inspector Good	September
Total Applications Processed	86
Vacation Rental Fire Inspections	117
Total VR Fees Collected	112,275.00
Agent/Local Contacts Trained	98
Total VR Licenses Issued	98

From: Pullin, David
To: Brian Shea
Cc: Valdez, Yazmin; Sieracki, Adam; Chenault, Zachery
Subject: FloridaCommerce ACSC Administration Permit Contact Line
Date: Tuesday, February 24, 2026 5:07:19 PM

External (david.pullin@commerce.fl.gov)

Report This Email FAQ Protection by EssentialNet Solutions

Dear Mr. Brian Shea,

I am reaching out to inform you that an official line of communication has been established for all questions, comments, concerns, and requests regarding FloridaCommerce's review of proposed Area of Critical State Concern- related development orders. It is our priority to answer all inquiries in a timely and effective manner. Utilizing this line of communication will prevent any needs from falling through the cracks. For all inquiries from members of the public, please direct such to the phone line and email listed below:

Email: ACSCPermits@commerce.fl.gov

Phone: 1(850)-(717)-(8536)

It is important to note, this line of communication does not replace the existing Salesforce permit portal, nor is it intended to coopt direct communication between FloridaCommerce and City of Marathon staff. This line of communication is intended to enhance direct communication between members of the City of Marathon public specifically regarding matters of Area of Critical State Concern- related development orders and ordinances.

Thank you,

David Pullin
Planning Analyst
Bureau of Community Planning and Growth
Division of Community Development

FloridaCommerce
Office: 850.921.3269
FLORIDACOMMERCE www.FloridaJobs.org

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

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

CONDITIONS:

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

APPLICANT/OWNER: QOF INC.

LOCATION: 701 91st Street and adjacent vacant parcel, having RE 00350630-000000 & 00350640-000000.

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

FUTURE LAND USE MAP DESIGNATION: Residential High (RH)

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

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

SURROUNDING ZONING AND USES:

	Zoning	***Use***
North	Residential Mobile Home (R-MH)	Residences of 91st Street
East	Residential Mobile Home (R-MH)	Residences of 92nd Street
South	Residential Mobile Home (R-MH)	Residences of 91st Court
West	Residential Mobile Home (R-MH)	Residences of 91st Street

EXISTING CONDITIONS:
Currently, the property consists of the following:

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

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

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

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

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

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

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

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

Such redevelopment plans or Land Development Regulations shall:

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

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

Affordable Housing

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

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

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

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

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

Should amendments to the law occur, the development agreement may be brough back for amendment pursuant to M.3 of the agreement.

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

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

*An applicant may dedicate a maximum of one (1) lot to obtain the maximum allowable points under the Moderate Category.
**To be used for the purposes of perpetually income deed-restricted affordable housing

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

Section II.F states the purpose is to satisfy any future requirement for affordable housing relating to future development(s) as may be required and until such units are accounted for. Only one section of code requires inclusionary affordable housing, Section 104.25 entitled Hotels or Motels. As part of those requirements a new development agreement is required and that portion of the code can be addressed then. The affordable housing can also satisfy development as it relates to the affordable housing compliance requirements of transferable building rights under Section 107.18. Under the replacement criteria, the development of (four) 4 affordable housing units at the 30% minimum requirement could cover thirteen (13) affordable compliance transfer fees. Under the fund criteria, based upon the most recent Council resolution, this is the equivalent of a $520,000 affordable housing waiver. Because the fee program can be changed by Council resolution it is recommended that the language be added at the end of II.F stating, “up to 13 transfers or $520,000, whichever occurs first.” Thereby making it consistent with the current City LDRs.

Wastewater
The property will have to connect to the sewer system. This parcel was previously assessed for the one connection for the demolished home. Three more assessments would be required. Under

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

Stormwater

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

FEMA/Floodplain Management

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

Compliance with Bulk and Open Space Regulations

Open Space

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

Height

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

Setbacks

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

to be allocated and/or issued. It is recommended that the administrative variance, and setback nonconformity be included in the purposes of the agreement section, thereby making it consistent with the City LDRs.

Density

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

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

RECOMMENDATION:

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

Conditions of Approval

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

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REQUEST FOR A DEVELOPMENT AGREEMENT, FOR QOF INC., PURSUANT TO CHAPTER 102, ARTICLES 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "DEVELOPMENT AGREEMENT" FOR THE DEVELOPMENT OF FOUR (4) SINGLE FAMILY AFFORDABLE RESIDENCES; LOCATED AT AND AROUND 701 91ST STREET; WHICH IS LEGALLY DESCRIBED AS LOTS 13 AND 14 SEA CREST HEIGHTS SUBDIVISION, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00350630-000000 & 00350640-000000, NEAREST MILE MARKER 52.

WHEREAS, Wharf Marina, Inc. (The "Applicant") filed an Application on June 27th, 2022 for Development Agreement pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the Applicant has proposed the development of a restaurant, marina, retail space and eleven (11) transient housing units; and

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

WHEREAS, on the 15th day of September 2025, the Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 13th day of October 2026 and on the 10th day of November 2026, the City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

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

Section 2. The Development Agreement attached hereto as Exhibit "A", between the City of Marathon and QOF Inc. is hereby approved. The Mayor is authorized to sign the Development Agreement 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 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, 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

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

DEVELOPMENT AGREEMENT FOR
QOF INC.
MARATHON, FLORIDA

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

I. RECITALS.

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

II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

A. To encourage redevelopment of the Property consistent with Objective 1-3.4~~3~~3 in the City's Comprehensive Plan.

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

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

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

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

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

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

III. DEFINITIONS.

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

IV. STATUTORY AND CODE REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

2. Electric Service. Electric service is provided by Florida Keys Electric Service.

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

4. Fire Service. Fire service is provided by the Marathon Fire Department.

5. Wastewater, Sewage Collection and Disposal. Wastewater and sewage collection, treatment, and disposal shall be done by connection to the City sewer system.

6. Public Recreational Facilities. Public recreational facilities are available near the property in the Marathon Community Park and Jesse Hobbs Park.

7. Stormwater Management. There shall be no direct discharge to the City of Marathon Nearshore Waters.

8. Fire Protection. Per the Florida building code

9. Concurrency. All public facilities, apart from Wastewater, identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. Wastewater capacity is available through the Central Sewer system for the City of Marathon.

10. Impact Fees. The City shall waive the impact fees for the affordable units allowed pursuant to Section 111.02 F.3(f).

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

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

1. This Development Agreement.

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

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

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

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

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

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

M. Laws Governing.

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

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

a. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

b. The new laws and policies are essential to public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;

c. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

d. The Agreement is based on substantially accurate information supplied by Owner. Provided, however, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

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

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

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

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

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

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

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

O. Breach of Agreement and Cure Provisions.

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

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

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

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

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

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

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

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

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

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

TO OWNER:
QOF Inc.
1477 Overseas Hwy
Marathon, Fl 33050

TO THE CITY:
~~George Garrett~~ Steve Williams, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

With a copy by regular U.S. Mail to:
~~Steve Williams,~~ City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature Page to Follow

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

WITNESSES:

OWNER
QOF Inc. a Delaware Corporation

_____
Signature

By: _____
Name: Michael D. Aranda
Title: President

_____
Name of witness (printed or typed)

_____
Signature

_____
Name of witness (printed or typed)

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

ATTEST: CITY OF MARATHON

_____ By: _____

City Clerk Mayor

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

_____

~~Steve Williams,~~ City Attorney

CITY COUNCIL COMMISION AGENDA STATEMENT

Meeting Date: November 10, 2026

To: City Council

From: Brian Shea, Planning Director

Through: Steve Williams, Acting City Manager

Agenda Item: Consideration Of A Request By GNS Family Partnership LTD., For A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Conditional Use Permits", Authorizing The Construction Of A Boat Ramp At The Property Located At 2460 Coco Plum Drive, Which Is Legally Described As BK 20 Lot 3B And Adj Canal and All Lot 4 (A/K/A 4-A AND 4-B) Coco Plum Beach Re-Plat 1 PB7-68 Fat Deer Key, Marathon, Monroe County, Florida, Having Real Estate Number: 00366031-000700. Nearest Mile Marker 54.

APPLICANT/ OWNER: GNS Family Partnership LTD

AGENT: Wolfe Stevens PLLC

LOCATION: The project is located at 2460 Coco Plum Drive, nearest Mile Marker 54.

Figure 1
Project Site



REQUEST: Conditional Use Approval for the construction of a boat ramp on the subject property.

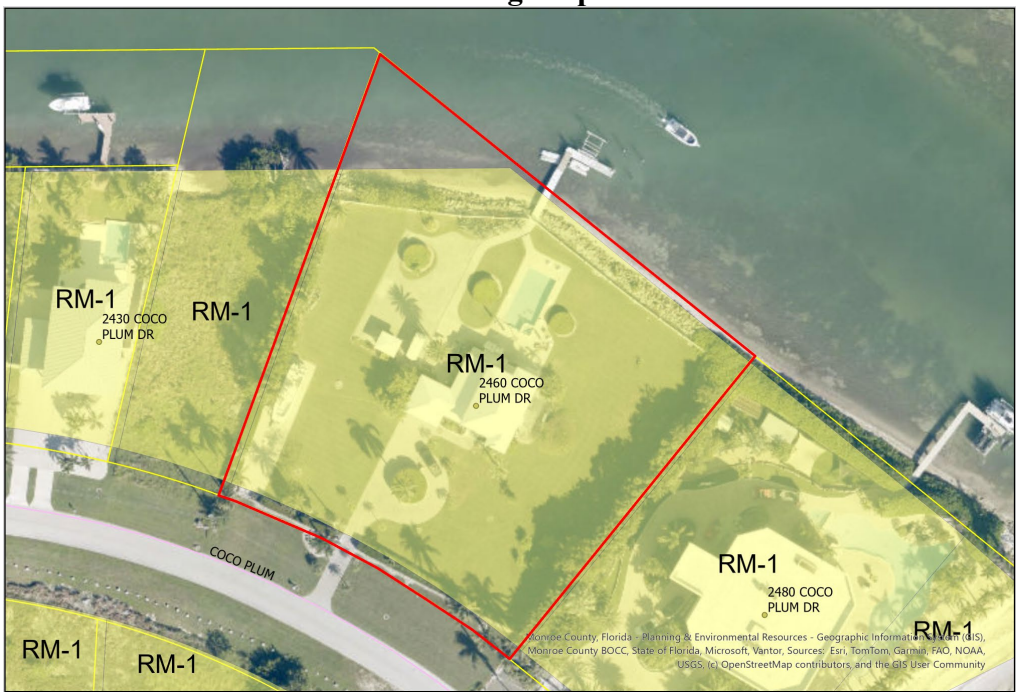
FUTURE LAND USE MAP DESIGNATION:
Residential Medium. See Figure 2.

Figure 2
Future Land Use Map



ZONING MAP DESIGNATION:
Residential-Medium 1. See Figure 3.

Figure 3
Zoning Map



LOT SIZE:
Total acreage is approximately 1.61 acres or 70,000 square feet.

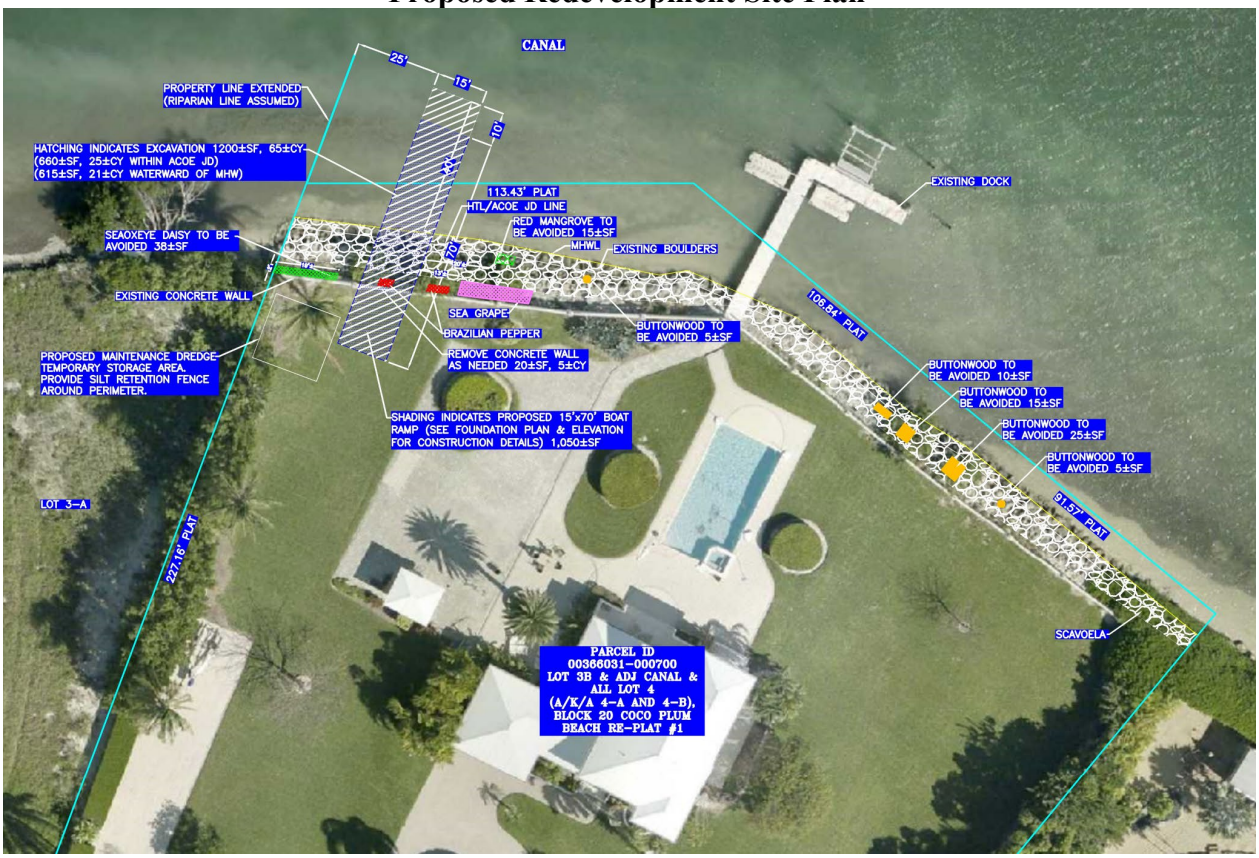
SURROUNDING ZONING AND USES:

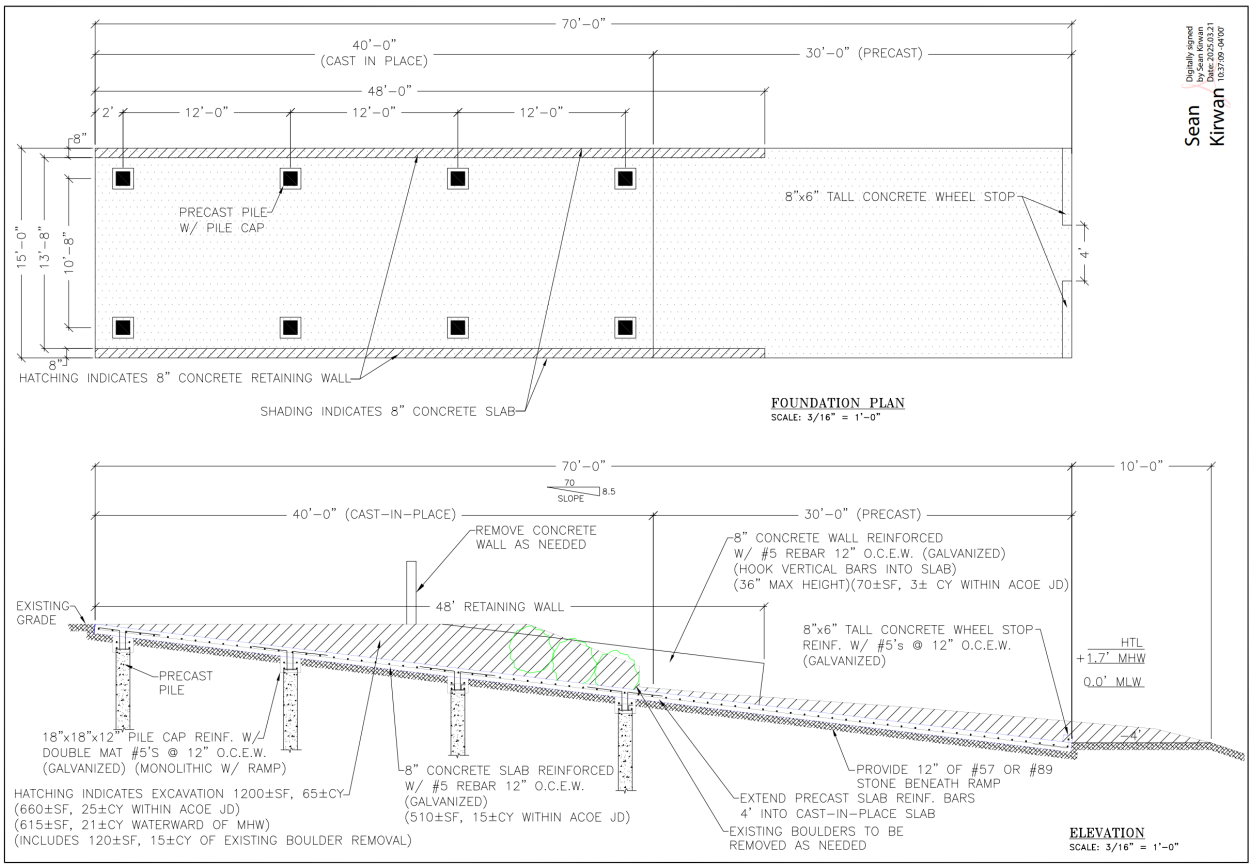
	Zoning	***Use***
North	N/A (Canal) and Conservation-Native Area (C-NA)	Canal and State Conservation Land
East	Residential Medium-1	Single-Family Residence
South	Residential Medium-1	Single-Family Residence
West	Residential Medium-1	Single-Family Residence

EXISTING CONDITIONS:
The project site is a single-family residence being utilized as a vacation rental with license VACA-26-26.

PROPOSED REDEVELOPMENT:
The project includes the improvement of the site with a boat ramp.
See Figure 4 for Site Plan layout.

Figure 4
Proposed Redevelopment Site Plan





BACKGROUND:

The proposed project is located within the Residential Medium-1 (RM-1) zoning and the Residential Medium (RM) Future Land Use Map (FLUM) category. The site is currently a single-family residence utilized as a vacation rental, and the application involves the construction of a boat ramp for private use of the property. The proposed boat ramp requires a Conditional Use Permit from the City Council pursuant to Section 103.15.1 of the City Code. Conditional Use Permits are further subject to Article 102-13 (Conditional Use Permits) of the City Code. The boat ramp has previously received approval from the U.S. Army Corps of Engineers and the Florida Department of Environment Protection. This report addresses the Conditional Use Permit application only.

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

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:

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

CRITERIA

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

The proposed development project is located within the Residential Medium-1 Zoning District. Pursuant to Section 103.12D, the "*RM-1 District is intended to establish an area in the Coco Plum subdivision to ensure that the traditional lot sizes are maintained for single-family detached dwellings, through additional limitations as noted within this subsection, designated within the Residential Medium (RM) future land use category on the Future Land Use Map (FLUM).*"

The proposed project consists of the construction of a boat ramp within a rock revetment wall at a single-family residence. Section 103.15 determines whether specific uses are allowed as of right, limited, accessory or conditional uses, through Table 103.15.2. A boat ramp is permitted via a Conditional Use Permit within the RM-1 District. The Conditional Use Permit review is intended to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency related resources such as road capacity, solid waste, sewer, and potable water availability.

It is staff's opinion that the request is ***in compliance*** with the requirements of these sections as it is a Conditional Use within the MU-M District and is surrounded by similar marine related uses.

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

The proposed project is located within the Residential Medium-1 (RM-1) zoning district and the Residential Medium (RM) Future Land Use Map (FLUM). As discussed, boat ramps are Conditional Uses within the RM-1 District. The project site is also surrounded by RM-1 zoned properties. Based on the character of development surrounding the property and the existing zoning pattern in the area, it is staff's opinion that the proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

The proposed conditional use does not adversely affect the health and welfare of the public. There should be no impacts on the surrounding properties as a result of the proposed development.

Plans submitted with the project are suitable for the Conditional Use Approval as they relate to Chapter 107, Article 12, 100 Year Floodplain. Final review of floodplain compliance will occur as part of building permit issuance.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections, so long as the applicant complies with stormwater requirements.

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;

The current project site is a single-family residence being utilized as a vacation rental with a rock revetment wall along the shoreline with scarce vegetation. The conditions associated with both Federal and State permits related to the project establish adequate and proper protection for existing vegetation. The application and adherence to City Land Development regulation requirements will further protect and improve environmental conditions on site. The existing conditions maps indicate the subject area is designated as Grassland, Developed Land, a Structure and Rip Rap.

Figure 5
Focus Area Habitat



Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

- Native vegetation shall remain intact, except for the area required for the boat ramp.

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;

Ingress and egress to the property is being provided through existing driveway on Coco Plum Drive. Section 107.43 requires site triangles where the access drive intersects with the street. Clear site triangles must be shown on the site plan at time of building permit issuance.

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

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

Parking requirements are outlined in Section 107.46.1 (Parking Schedule). There are no parking standards for a private boat ramp within the City Code. However, parking on site is adequate to accommodate the Single-Family Residence of the site.
Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

The proposed project consists of development of a boat ramp within a Residential Medium-1 (RM-1) District. No detrimental noise, glare or odors are expected to be generated by the boat ramp.

Therefore, it is staff's opinion that 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;

The property is zoned Residential Medium-1.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of this section.

5. Utilities, with reference to location and availability;

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows:

- Wastewater: The applicant is already connected for wastewater with the City.
- Water: The Florida Keys Aqueduct Authority provides potable water for the facility.
- Solid Waste: Marathon Garbage Service provides solid waste disposal.
- Surface Water: The applicant has provided stormwater design information suitable for the Conditional Use application review which demonstrates compliance with City standards. However, a final stormwater plan will be required for building permit issuance.
- Recreation and Open Space: This development will have a de minimus impact on recreation and open space.
- Roadways: The applicant is not altering the intensity of the property with the boat ramp. A traffic study was provided showing typically zero trips, but never more than two.

- Educational Facilities: This redevelopment will have no impact on educational facilities.

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

- City approval is required for the stormwater management system prior to Building Permit Approval.
- The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.

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

Table 107.66 establishes project boundary buffer standards within the City. The project is located within the Residential Medium-1 District. The property is bordered by parcels to the west, south, and east, which are also located within the RM-1 District. To the north, is a canal and property located within the C-NA District. No buffers are required in this instance, based on the existing zoning pattern in the area.

All proposed improvements will meet or exceed dimensional requirements within the RM-1 District. The site plan meets the navigational and structural requirements for a boat ramp.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

Any and all exterior lighting proposed in connection with the boat ramp will be subject to compliance with City Land Development Regulations. Article 107.54 establishes criteria for lighting, including light pole light limitations and other technical criteria. Final lighting plans will be submitted along with final landscaping plans, and will include verification from the landscape architect that all provisions of the article are met.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

8. Required yards and other open space;

Section 106.16 established required open space for the project. The site is a single-family residence; therefore, a twenty percent open space requirement applies. While subject to further site plan review, the project site complies in all respects with applicable open space requirements.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

9. General compatibility with surrounding properties; and

The project of construction of a boat ramp is consistent with the prevailing zoning pattern in the area. Adjacent uses include residential uses adjacent to the waterfront. Construction of a boat ramp is expected to be fully compatible with these uses.

Section 104.07 restricts the width of boat ramps, including side slopes to 35'. The site plans show the boat ramp is below 35' wide.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

Section 104.07 Boat Ramps contains special requirements.

The following criteria are applicable to this project:

- All boat ramps shall be located and designed so as not to create setback nonconformity for existing structures from the new MHW line created by the boat ramp and all new structures permitted subsequent to boat ramp approval must meet the new setback from MHW.
- All boat ramps shall be confined to shorelines of man-made canals, channels, and basins with little or no native vegetation and shall be located in the least vegetated area of the shoreline.
- The width of boat ramps, including side slopes, shall be limited to 35 feet.
- Boat ramps shall be designed such that all excavation necessary to build the ramp takes place at or landward of the MHW line that exists on the property prior to installation of the ramp.
- A maximum of two accessory docks meeting all docking facility requirements may be allowed.
- Boat ramps without accessory docks must meet the water depth and access criteria for a dock within ten (10) feet of the waterward end of the ramp to allow for a bottom slope.
- Dredging and filling shall be limited to the minimum amount necessary to construct the boat ramp surface, side slopes, walls and mooring or dock pilings.
- All such projects shall require approval by the Florida Department of Environmental Protection or the South Florida Water Management District and by the U.S. Army Corps of Engineers prior to issuance of a City permit.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of this section.

CONCLUSION:

The Conditional Use Approval is intended to allow for the integration of certain land uses and structures within the City of Marathon based on conditions imposed by the Council. Review is

based primarily on compatibility of the use with its proposed location and with surrounding land uses. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety or welfare of the community.

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

RECOMMENDATION:

Planning staff recommends conditional approval of the proposed boat ramp referred to as GNS Family Partnership LTD to the Planning Commission.

Planning Commission recommends approval (3-0).

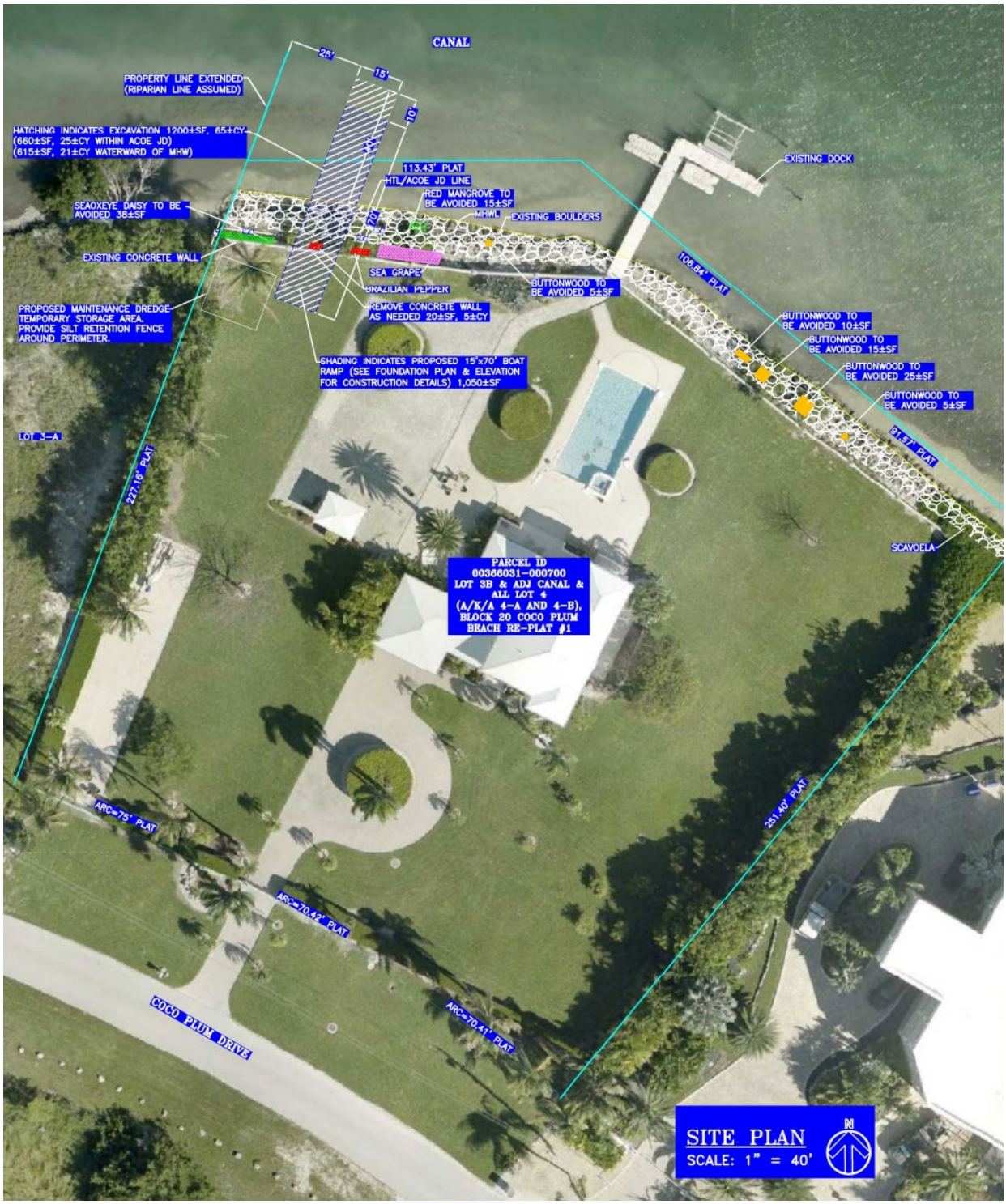
The proposed conditions of approval are listed below.

Conditions of Approval

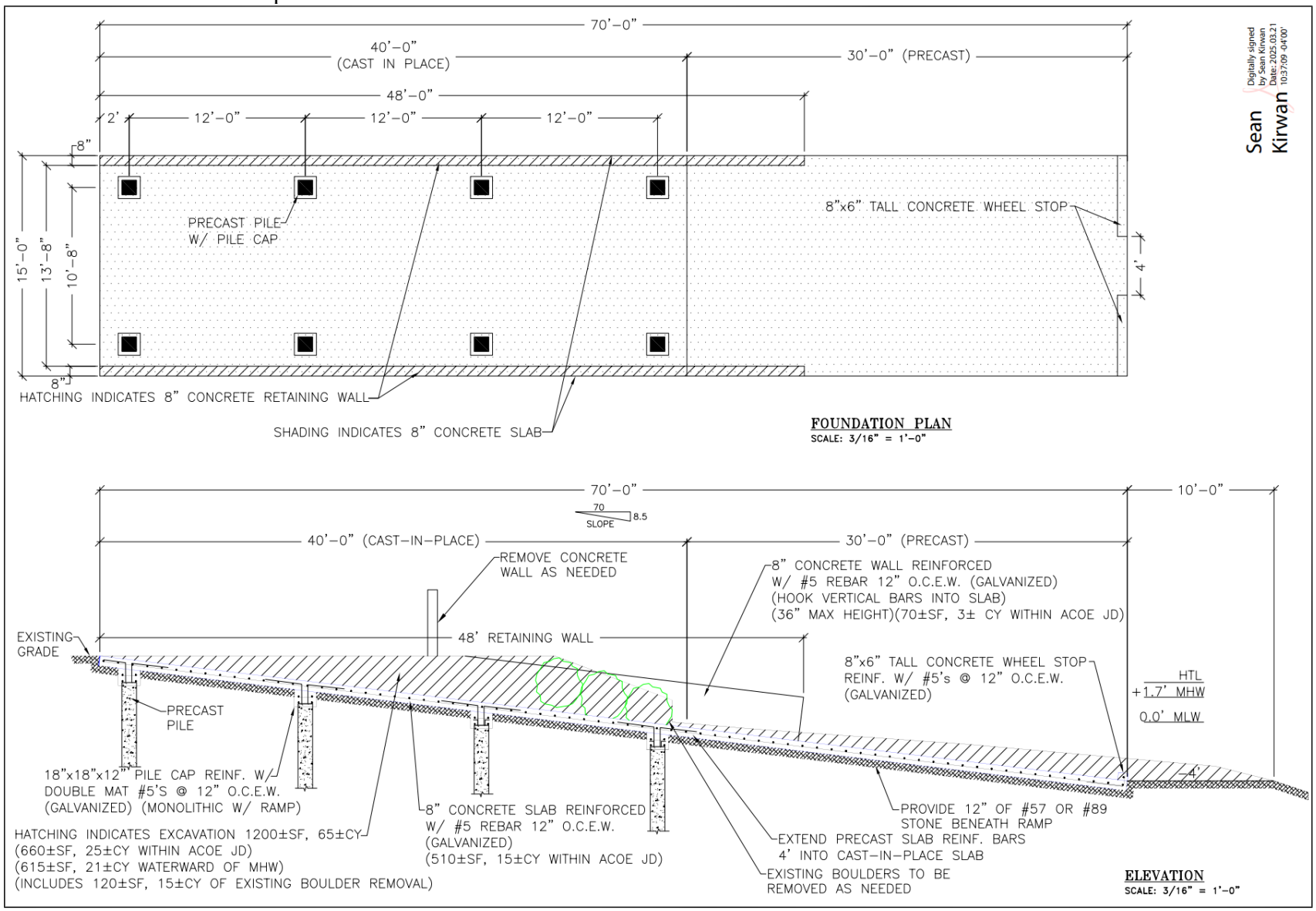
1. Boat ramps shall be located and designed so as not to encroach setbacks.
2. Boat ramps shall be confined to shorelines of man-made canal with little or no native vegetation and shall be located in the least vegetated area of the shoreline.
3. Width of boat ramp, including side slopes, is limited to 35 feet.
4. Boat ramps shall be designed such that all excavation necessary to build the ramp takes place at or landward of the MHW line that exists on the property prior to installation of the ramp.
5. Dredging and filling is limited to the minimum amount necessary to construct the boat ramp surface, side slopes, walls and mooring or dock pilings.
6. If construction of boat ramp is found to have any effect on the Eastern Indigo Snake Habitat, then the prescribed protection measures must be undertaken, and the information posted on site.
7. Native vegetation shall remain intact, except for the area required for the boat ramp.
8. Top of ramp/drain to intercept stormwater.
9. Small swales needed to collect stormwater runoff.
10. Detail grading plan depicting existing and proposed elevations. All runoff is required to be diverted to the stormwater system with no off-site discharge.
11. City approval is required for the stormwater management system prior to Building Permit Approval.
12. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year

ATTACHMENTS

Attachment A: Site Plan



Attachment B: Foundation plan and Elevation



Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-104

CONSIDERATION OF A REQUEST BY GNS FAMILY PARTNERSHIP LTD., FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "CONDITIONAL USE PERMITS", AUTHORIZING THE CONSTRUCTION OF A BOAT RAMP AT THE PROPERTY LOCATED AT 2460 COCO PLUM DRIVE, WHICH IS LEGALLY DESCRIBED AS BK 20 LOT 3B AND ADJ CANAL AND ALL LOT 4 (A/K/A 4-A AND 4-B) COCO PLUM BEACH RE-PLAT 1 PB7-68 FAT DEER KEY, MARATHON, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER: 00366031-000700. NEAREST MILE MARKER 54.

WHEREAS, GNS Family Partnership LTD. (The "Applicant") filed an Application on May 31, 2026, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the applicant has requested a development approval to authorize construction of a boat ramp; and

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

WHEREAS, on the 19th day of October 2026, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on November 10, 2026, the City of Marathon City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

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

Section 2. The City Council hereby approves Development Order 26-03, a copy of which is attached hereto as Exhibit "A", granting a Conditional Use Permit to GNS Family Partnership LTD, subject to the Conditions imposed. The Director of Planning is authorized to sign the Development Order on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

Steven Williams, Interim City Attorney

EXHIBIT "A"
CITY OF MARATHON, FLORIDA
CONDITIONAL USE
DEVELOPMENT ORDER 26-03

CONSIDERATION OF A REQUEST BY KEY COLONY HOMES, LLC., FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "CONDITIONAL USE PERMITS", AUTHORIZING THE CONSTRUCTION OF A BOAT RAMP AT THE PROPERTY LOCATED AT 62 COCO PLUM DRIVE, WHICH IS LEGALLY DESCRIBED AS BK 3 LOTS 3 AND 4, COCO PLUM BEACH, FAT DEER KEY PB4-166, MARATHON, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00363290-000000, NEAREST MILE MARKER 54.

WHEREAS, GNS Family Partnership LTD., (The "Applicant") filed an Application on May 31, 2026, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the applicant has requested a development approval to authorize construction of a boat ramp; and

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

WHEREAS, on the 19th day October, 2026, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 10th day of November, 2026, the City of Marathon City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

FINDINGS OF FACT:

1. The Applicant is seeking to construct a boat ramp as an accessory use to an existing single-family residence, and;
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:

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

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

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

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

CONDITIONS IMPOSED:

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

Conditions of Approval

1. Boat ramps shall be located and designed so as not to encroach setbacks.
2. Boat ramps shall be confined to shorelines of man-made canal with little or no native vegetation and shall be located in the least vegetated area of the shoreline.
3. Width of boat ramp, including side slopes, is limited to 35 feet.
4. Boat ramps shall be designed such that all excavation necessary to build the ramp takes place at or landward of the MHW line that exists on the property prior to installation of the ramp.
5. Dredging and filling is limited to the minimum amount necessary to construct the boat ramp surface, side slopes, walls and mooring or dock pilings.
6. If construction of boat ramp is found to have any effect on the Eastern Indigo Snake Habitat, then the prescribed protection measures must be undertaken, and the information poster posted on site.
7. Native vegetation shall remain intact, except for the area required for the boat ramp.
8. Top of ramp/drain to intercept stormwater.
9. Small swale needed to collect stormwater runoff.
10. Detail grading plan depicting existing and proposed elevations. All runoff is required to be diverted to the stormwater system with no off-site discharge.
11. City approval is required for the stormwater management system prior to Building Permit Approval.
12. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.
13. Boat ramp shall be private and secured, and not open and available to the general public.

VIOLATION OF CONDITIONS:

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

to adhere to the terms and conditions of approval contained herein is a violation of the Code and persons found violating the conditions shall be subject to the penalties prescribed therein.

CONCLUSIONS OF LAW:

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

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and

2. In rendering its decision, as reflected in this Resolution, the Council has:
   (a) Accorded procedural due process;
   (b) Observed the essential requirements of the law;
   (c) Supported its decision by substantial competent evidence of record; and

3. The Application for a conditional use permit is hereby GRANTED subject to the conditions specified herein.

EFFECTIVE DATE:

This development order shall not take effect for five (5) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

_____ _____

Date Brian Shea
Director of Planning

This Development Order was filed in the Office of the City Clerk of this _____ day of _____, 2026.

_____
Diane Clavier, City Clerk

NOTICE

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

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

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to _____this ___ day of _____, 2026.

_____

Diane Clavier, City Clerk

Consideration Of A Request By GNS Family Partnership LTD, For A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Conditional Use Permits”, Authorizing The Construction Of A Boat Ramp At The Property Located At 2460 Coco Plum Drive, Which Is Legally Described As BK 20 Lot 3B And Adj Canal and All Lot 4 (A/K/A 4-A AND 4-B) Coco Plum Beach Re-Plat 1 PB7-68 Fat Deer Key, Marathon, Monroe County, Florida, Having Real Estate Number: 00366031-000700. Nearest Mile Marker 54.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

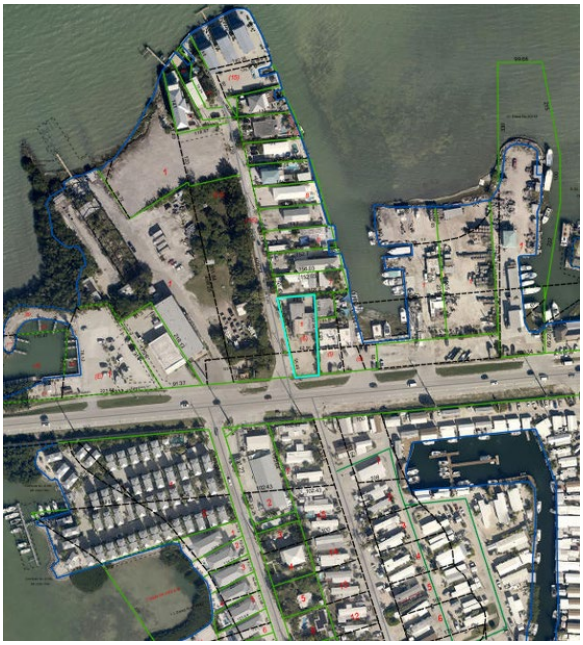
Agenda Item: **Resolution 2026-105**, Consideration Of A Request By White and Blue, LLC, For A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Conditional Use Permits", Authorizing The Operation Of A Marine Engine Repair Business At The Property Located At 1210 Overseas Highway, Which Is Legally Described As Lot 1, Section 8, Township 66 South, Range 32 East, Hog Key, Marathon, Monroe County, Florida, Having Real Estate Number 00101590-000000, Nearest Mile Marker 48.

APPLICANT/ OWNER: White and Blue, LLC

AGENT: Wolfe Stevens PLLC

LOCATION: The project is located at 1210 Overseas Highway, nearest Mile Marker 48.

Figure 1
Project Site



REQUEST: Conditional Use Permit Approval for the operation of a Marine engine repair business on the subject property.

FUTUTRE LAND USE MAP DESIGNATION:
Mixed-Use Commercial (MU-C). See Figure 2.

Figure 2
Future Land Use Map



ZONING MAP DESIGNATION:
Mixed-Use (MU). See Figure 3.

Figure 3
Zoning Map



LOT SIZE:
Total acreage 0.28 acres or 12,325 square feet.

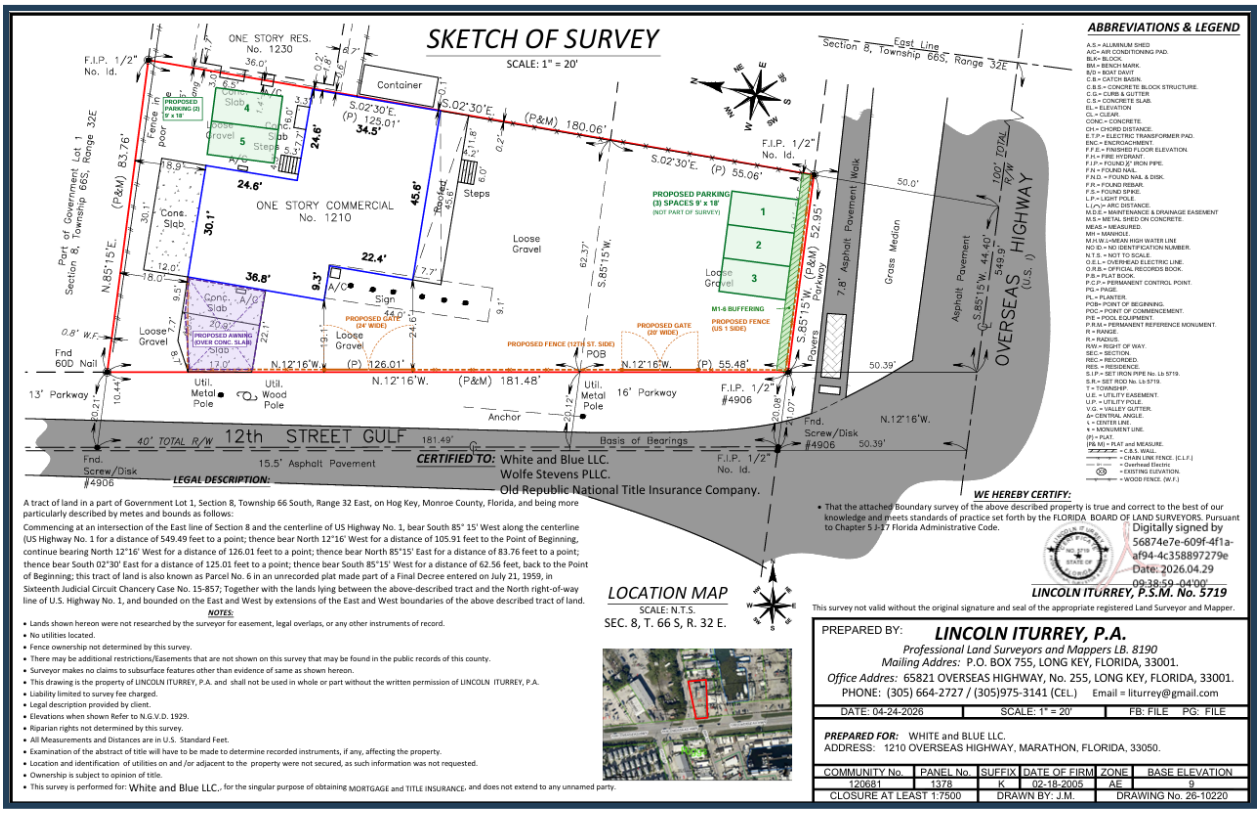
SURROUNDING ZONING AND USES:

	Zoning	***Use***
North	Residential Medium (RM) (MU-M)	Multi-Family
East	Mixed-Use (MU)	Single-Family Residence and restaurant (7-Mile Grill)
South	Overseas Highway and Residential-Mobile Home (R-MH)	Mobile-Home Park (Galway Bay)
West	12th Street and Mixed-Use (MU)	Seafood Processing

EXISTING CONDITIONS:
The building on site is currently unoccupied. It was most recently used in connection with a marine trailer business.

PROPOSED REDEVELOPMENT:
The project involves the adaptive reuse of the existing building for marine engine repair.
See Figure 4 for Site Plan layout.

Figure 4
Proposed Redevelopment Site Plan



BACKGROUND:
The proposed project involves the adaptive reuse of the existing (unoccupied) commercial building as a Marine Engine Repair business. The applicant has provided a sketch plan with the addition of five (5) parking spaces. Those spaces will be reviewed by staff during any future site plan review as part of the permitting process. A buffer along U.S. 1 is also proposed (M1-6) along with fencing adjacent to 12th Street. Two access gates along 12th Street are also proposed along with an awning on the northeast corner of the building over the existing lift and concrete pad. Landscaping, buffer, stormwater, and parking improvements will be required in connection with the redevelopment of the site. The site currently fails to conform to current land development regulation requirements and the above-noted site improvements will help to bring the site into closer compliance with current requirements. In addition, landscaping, buffer, parking, and stormwater improvements will

help to mitigate any potential impacts to surrounding properties, including residential uses to the north and east.

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

EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:
The criteria for evaluating a Conditional Use Approval are outlined in Chapter 102, Article 13, Conditional Use Permits, in the City of Marathon Land Development Regulations.

CRITERIA

A. The proposed use is consistent with the Comprehensive Plan and LDRs;
The proposed development site is located within Mixed-Use (MU) zoning district. The MU zoning district is designed to accommodate a wide variety of commercial and retail activities that will result in the most efficient and attractive use of the City's historic business district and the US 1 corridor, in an effort to recognize the role of US1 as the City of Marathon's "Main Street". Specifically, this district provides for land uses that have a strong pedestrian-oriented character, with a mixture and concentration of specialty shopping, transient lodging, retail, personal service, restaurant, cultural, fishing industry, affordable housing and entertainment uses in the Old Town area. The MU district also provides for large-scale retail and commercial business opportunities in other areas, including larger shopping centers, specialty shopping centers, individual multi-tenant commercial buildings, automobile services and sales, fast food restaurants, affordable housing residential uses, transient lodging and other retail establishments that serve the community at large. The (MU) district is designated within the Mixed-use Commercial (MUC) future land use category on the Future Land Use Map (FLUM).

As noted above, the proposed project involves the redevelopment of the existing unoccupied commercial building as a marine engine repair business. Section 103.15 determines whether specific uses are allowed as of right, limited, accessory or conditional uses, through Table 103.15.2. The purpose of the Conditional Use Permit review process is to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency related resources such as road capacity, solid waste, sewer, and potable water availability. A marine engine repair business is permitted as a Conditional Use in the MU District consistent with the spirit and intent of both the Comprehensive Plan and Land Development Regulations.

It is staff's opinion that the request is ***in compliance*** with the requirements of these sections as it is a Conditional Use within the MU-M District and is surrounded by similar marine related uses.

B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
The subject parcel is located within the MU zoning district and is improved with a commercial building and associated parking that was most recently used in conjunction with a marine trailer business. The site is adjacent to MU zoning to the east and west, across 12th Street. Immediately adjacent to the east of the site is a commercial use (restaurant) along with a single-family residence.

Across 12th Street to the west is a large commercial site currently operating as a seafood processing business. To the north is residential development, located within the Residential Medium (RM) zoning district. Finally, to the south, across Overseas Highway, is additional residential development, located within the Residential-Mobile Home (R-MH) District.

Development surrounding the subject parcel is mixed with both commercial and residential development as would be expected in a mixed-use zoning district adjacent to a major commercial corridor such as Overseas Highway. The addition of needed site improvements in the form of landscaping, buffer, parking, and stormwater improvements will also help to mitigate any potential impacts to surrounding uses.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

The proposed conditional use does not adversely affect the health and welfare of the public. The impacts on surrounding properties as a result of the proposed development should be positive.

As noted previously, the existing site currently lacks improvements in the form of landscaping, buffers, parking, and stormwater infrastructure consistent with current code requirements. The approval of the requested Conditional Use Permit will result in both site and infrastructure improvements helping to bring the site into closer compliance with current standards while at the same time, mitigating potential impacts to surrounding land uses.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections, so long as the applicant complies with stormwater requirements.

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;

The current site is scarified and lacks basic improvements in the form of landscaping, buffers, improved parking, and stormwater infrastructure. The application of existing City Land Development regulation requirements will protect and improve environmental conditions on site.

Specifically, improvements to water quality are expected to arise from stormwater improvements to the site, which should provide up-to-date treatment and eliminate any existing discharges off-site.

In addition, site landscaping will be selected from Table 107.68.1, Appendix A, Article 8, Section 107 of the City of Marathon Code of Ordinances. The native vegetation will improve the environmental quality of the site and reduce irrigation needs.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections subject to substantial compliance with current City Land Development Regulation

requirements.

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;
The current site lacks improvements in the form of controlled access, curbs, sidewalks, or paving. As a condition of approval, site improvements will be required which provide for controlled access to the property, help to retain stormwater run-off on site, and create a safer pedestrian environment in the vicinity of the site. Finally, Section 107.43 requires site triangles where the access drive intersects with the street. Clear site triangles must be shown on the site plan at time of building permit issuance.

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

2. Off-street parking and loading areas where required, with particular attention to item 1 above;
Parking requirements are outlined in Section 107.46.1 (Parking Schedule). There are no parking standards identified for the operation of a marine engine repair business. However, parking for vehicle repair is based on the establishment of a one parking space for every 200 square feet of floor area. As a condition of approval, a parking plan will be required that provides for the improvement of safe, properly designed parking improvements consistent with current code requirements. Any parking improvements will help to bring this existing commercial site into greater compliance with current code requirements.

Therefore, subject to additional site plan review, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

3. The noise, glare, or odor effects of the conditional use on surrounding properties;
The existing commercial site lacks landscaping and buffer improvements consistent with existing City standards. As a conditional of approval, the applicant should be required to submit a site plan which includes needed landscaping and buffer improvements to both bring the site into greater compliance with current standards and mitigate any potential impacts to surrounding properties in the form of noise, glare, or odors.

Therefore, subject to conditions, it is staff's opinion that the request is ***in compliance*** with the requirements of this section.

4. Refuse and service areas, with particular reference to locations, screening, and Items 1 and 2 above;
Section 107.39 requires that all dumpsters and recycling bins be fully enclosed and screened. The improvement of the property will comply with City Land Development Regulations, including the screening of any dumpsters. .

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of this section.

5. Utilities, with reference to location and availability;

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows:

- Wastewater: The applicant must coordinate with wastewater Utilities department for connection requirements. This project will constitute a major expansion, resulting in a de minimus impact.
- Water: The Florida Keys Aqueduct Authority will provide potable water for the facility.
- Solid Waste: Marathon Garbage Service will provide solid waste disposal.
- Surface Water: The applicant will be required to mitigate potential stormwater impacts consistent with City standards. However, a final stormwater plan should be required prior to the issuance of a building permit.
- Recreation and Open Space: This development will have a de minimus impact on recreation and open space.
- Roadways: The applicant has provided a traffic study which demonstrates that adequate capacity exists along Overseas Highway to accommodate the proposed use without any diminution in Level Of Service (LOS).
- Educational Facilities: This redevelopment will have a de minimus impact on educational facilities as the proposed commercial use will generate few if any demands on local education services.

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

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

Table 107.66 establishes project boundary buffer standards within the City. The project is located within the MU District. The property is bordered by Residential Medium (RM) zoning to the north. In addition, a single-family residence is located adjacent to the property to the northeast – though this residence is located within the MU District. The site currently lacks buffers, screening, or landscaping to the north and east. A modified buffer, adapted to existing site conditions should be imposed as a condition of approval in order to mitigate any potential impacts to surrounding properties. This will also help to bring the existing non-conforming site into greater compliance with current Land Development Regulations.

Therefore, subject to conditions, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

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

Any and all exterior lighting proposed in connection with the proposed use will be subject to compliance with City Land Development Regulations. Article 107.54 establishes criteria for lighting, including light pole light limitations and other technical criteria. Final lighting plans will be submitted along with final landscaping plans and will include verification from the landscape architect that all provisions of the article are met.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

8. Required yards and other open space;
Sections 103.15.2 and 106.16 establish open space requirements for individual lots throughout the City. The site is scarified; therefore, a twenty percent open space requirement applies. While subject to further site plan review, the project site is proposed to comply in all respects with applicable open space requirements.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections.

9. General compatibility with surrounding properties; and
The proposed use is consistent with the prevailing zoning pattern in the area and compatible with existing mixed-use-related uses. Surrounding uses include both commercial operations (restaurant, seafood processing) and residential (single-family, multi-family, and mobile home uses). The proposed project represents an opportunity to bring the site into greater compliance with current Land Development Regulations, resulting in a significant improvement over existing conditions.

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of these sections, subject to needed site improvements.

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

Section 104.60 (Vehicle/Vessel Repair Service) establishes special requirements for the operation of such uses. This includes the following:

A. Permitted Activities. Vehicle/Vessel repair includes tune ups, oil and fluid changes and similar maintenance work. Vehicle repair also includes the repair or replacement work on the following parts or systems: air conditioning, alternators, brakes, front end alignment, mufflers, radiators, starters, tire alignment and balancing, tire repair and replacement, and window and lock repair and replacement. Vehicle repair does not include steam cleaning engines, paint and body repair and frame repair.

B. Bay Doors. Bay doors shall be oriented to the side or rear of the building, whenever possible. The following criteria are applicable to this project:

Therefore, it is staff's opinion that the request is ***in compliance*** with the requirements of this section subject to the imposition of needed site improvements and compliance with the above criteria.

CONCLUSION:
The Conditional Use Approval is intended to allow for the integration of certain land uses and structures within the City of Marathon based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land

uses. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety, or welfare of the community.

The proposed Conditional Use Permit seeks to establish the operation of a Marine Engine Repair business within an existing commercial building. As such the development, including the overall upgrading and improvement of the site, furthers the policies for development in the City and is consistent with the Comprehensive Plan and Land Development Regulations. The project is compatible with surrounding uses, and is not expected to create a nuisance, traffic congestion or threat to public, health, safety, or welfare.

RECOMMENDATION:
Based upon the above analysis and subject to compliance with the following conditions, Planning staff respectfully recommends approval of the requested Conditional Use Permit to allow for the operation of aa Marine Engine Repair business referred to as White and Blue, LLC to the Planning Commission.

The proposed conditions of approval are listed below.

Conditions of Approval

1. Use of the property shall be limited to a marine engine repair business as detailed as a part of this application.
2. All repair work shall be confined to the interior of the building. Outdoor repair shall be prohibited on the front of the property.
3. Applicant/owner agrees to complete landscaping and buffer improvements pursuant to the satisfaction of the Planning Director or their designee. A landscape and buffer plan shall be submitted for review and approval to the Planning Department prior to the issuance of any permits.
4. Improved parking shall be provided in accordance with City Code requirements contained within Article 107-6, pursuant to the satisfaction of the Planning Director or their designee. A parking plan shall be submitted for review and approval to the Planning Department prior to the issuance of any permits.
5. Stormwater and drainage improvements shall be completed in accordance with City Code requirements pursuant to the satisfaction of the Utilities Director or their designee. A stormwater management plan shall be submitted for review and approval to the Utilities Department prior to the issuance of any permits. All runoff is required to be diverted to the stormwater system with no off-site discharge.
6. Outside storage shall not be permitted in connection with this use.
7. All signage shall be completed in accordance with applicable City regulations contained within Article 107-7.
8. All dumpsters shall be enclosed, screened, and maintained in accordance with City Code requirements contained within Section 107.39.
9. Detail grading plan depicting existing and proposed elevations. All runoff is required to be diverted to the stormwater system with no off-site discharge.
10. Applicant/owner agrees to maintain normal business hours consisting of 7:00 am – 7:00 pm, Monday through Saturday.

11. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.
12. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with applicable Federal, State, and City rules and regulations.
13. The City of Marathon reserves the right to revoke this Conditional Use Permit in whole or in part in the event violations of these conditions occur.

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-105

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA OF A REQUEST BY WHITE AND BLUE, LLC., FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "CONDITIONAL USE PERMITS", AUTHORIZING THE OPERATION OF A MARINE ENGINE REPAIR BUSINESS AT THE PROPERTY LOCATED AT 1210 OVERSEAS HIGHWAY, WHICH IS LEGALLY DESCRIBED AS LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MARATHON, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00101590-000000, NEAREST MILE MARKER 48.

WHEREAS, White and Blue, LLC (The "Applicant") filed an Application on August 18, 2026, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the applicant has requested authorization to operate a Marine Engine Repair business; and

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

WHEREAS, on the 19th day of October, 2026, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 10th day of November, 2026, the City of Marathon City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

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

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

Section 2. The City Council hereby approves Development Order 26-06, a copy of which is attached hereto as Exhibit "A", granting a Conditional Use Permit to White and Blue, LLC., subject to the Conditions imposed. The Director of Planning is authorized to sign the Development Order on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____

Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

Steven Williams, Interim City Attorney

EXHIBIT "A"
CITY OF MARATHON, FLORIDA
CONDITIONAL USE
DEVELOPMENT ORDER 26-06

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA OF A REQUEST BY WHITE AND BLUE, LLC., FOR A CONDITIONAL USE PERMIT, PURSUANT TO CHAPTER 102, ARTICLE 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "CONDITIONAL USE PERMITS", AUTHORIZING THE OPERATION OF A MARINE ENGINE REPAIR BUSINESS AT THE PROPERTY LOCATED AT 1210 OVERSEAS HIGHWAY, WHICH IS LEGALLY DESCRIBED AS LOT 1, SECTION 8, TOWNSHIP 66 SOUTH, RANGE 32 EAST, HOG KEY, MARATHON, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00101590-000000, NEAREST MILE MARKER 48.

WHEREAS, White and Blue, LLC (The "Applicant") filed an Application on August 18, 2026, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the applicant has requested authorization to operate a Marine Engine Repair business; and

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

WHEREAS, on the 19th day of October, 2026, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 10th day of November, 2026, the City of Marathon City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

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

FINDINGS OF FACT:

1. The Applicant is seeking to establish a Marine Engine Repair Business, and;
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:

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

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

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

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

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

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

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

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

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

5. Utilities, with reference to location and availability;

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

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

8. Required yards and other open space;

9. General compatibility with surrounding properties; and

CONDITIONS IMPOSED:

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

Conditions of Approval

1. Use of the property shall be limited to a marine engine repair business as detailed as a part of this application.

2. All repair work shall be confined to the interior of the building. Outdoor repair shall be prohibited on the front of the property.

3. Applicant/owner agrees to complete landscaping and buffer improvements pursuant to the satisfaction of the Planning Director or their designee. A landscape and buffer plan shall be submitted for review and approval to the Planning Department prior to the issuance of any permits.

4. Improved parking shall be provided in accordance with City Code requirements contained within Article 107-6, pursuant to the satisfaction of the Planning Director or their designee. A parking plan shall be submitted for review and approval to the Planning Department prior to the issuance of any permits.

5. Stormwater and drainage improvements shall be completed in accordance with City Code requirements pursuant to the satisfaction of the Utilities Director or their designee. A stormwater

management plan shall be submitted for review and approval to the Utilities Department prior to the issuance of any permits. All runoff is required to be diverted to the stormwater system with no off-site discharge.

6. Outside storage shall not be permitted in connection with this use.

7. All signage shall be completed in accordance with applicable City regulations contained within Article 107-7.

8. All dumpsters shall be enclosed, screened, and maintained in accordance with City Code requirements contained within Section 107.39.

9. Detail grading plan depicting existing and proposed elevations. All runoff is required to be diverted to the stormwater system with no off-site discharge.

10. Applicant/owner agrees to maintain normal business hours consisting of 7:00 am – 7:00 pm, Monday through Saturday.

11. The Conditional Use Development Order will constitute the Certificate of Concurrency for the project. The determination will be valid for one year.

12. Except as otherwise provided herein, applicant/owner agrees to comply in all respects with applicable Federal, State, and City rules and regulations.

13. The City of Marathon reserves the right to revoke this Conditional Use Permit in whole or in part in the event violations of these conditions occur.

CONCLUSIONS OF LAW:

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

1. The Application has been processed in accordance with the applicable provisions of the City Code, and will not be detrimental to the community as a whole; and

2. In rendering its decision, as reflected in this Resolution, the Council has:
   (a) Accorded procedural due process;
   (b) Observed the essential requirements of the law;
   (c) Supported its decision by substantial competent evidence of record; and

3. The Application for a conditional use permit is hereby GRANTED subject to the conditions specified herein.

EFFECTIVE DATE:

This development order shall not take effect for five (5) days following the date it is filed with the City Clerk, and during that time, the conditional use approval granted herein shall be subject to appeal as provided in the City Code. An appeal shall stay the effectiveness of this development order until said appeal is resolved.

Date

Brian Shea
Director of Planning

This Development Order was filed in the Office of the City Clerk of this _____ day of _____, 2026.

Diane Clavier, City Clerk

NOTICE

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

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

CERTIFICATE OF SERVICE

A true and correct copy of the above and foregoing Resolution was furnished, via U.S. certified mail, return receipt requested, addressed to _____this ___ day of _____, 2026.

Diane Clavier, City Clerk

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and Council Members

From: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-31**, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add One ~~Two~~ New Subsections ~~Titled Ocean Terrace And 82nd Street~~; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

BACKGROUND

At the October 13th meeting, after hearing public comments, the Council directed to strike the 82nd Street tow away zone from the Ordinance.

The tow away zone which is the subject of this Ordinance was requested by the MCSO. The reason for the request is that vehicles frequently park in the Right-Of-Way of Ocean Terrace ~~and 82nd Street~~ blocking the sidewalk, the bike path, and frequently stick out into the vehicle travel land in such a way as to be unsafe. Staff agrees with the premise and facts provided in the request and recommends approval for the adoption of this Ordinance.

CONSISTENCY CHECKLIST:	**Yes**	**No**
1. Comprehensive Plan	_____	_X__
2. Other – 2010 Sewer Mandate	_____	_X__

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval

Sponsored by: Williams
Introduction Date: October 13, 2026
Public Hearing Dates: October 13, 2026
Enactment Date: November 10, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-31

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, MODIFYING SECTION 32-34 OF THE CITY CODE OF ORDINANCES, 'TOW AWAY ZONES' IN ORDER TO ADD ~~TWO~~ ONE NEW SUBSECTION~~S~~ TITLED OCEAN TERRACE ~~AND 82ND STREET~~; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, said Code Section establishes the specific location and criteria for the development and enforcement of tow away zones; and

WHEREAS, this proposed Ordinance modifies the existing Code section to add a new tow away zone where parking within the Ocean Terrace ~~and 82nd Street~~ ROW will be prohibited and within which vehicles found within the zone are subject to towing; and

WHEREAS, modification of this Ordinance is in the best interest of the citizens of the City of Marathon, in protection of their life / safety,

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

Section 1. The above recitals are hereby confirmed and adopted.

Section 2. Section 32-34 *Tow away zones* is hereby modified to read:

Sec. 32-34. - Tow away zones.
***
(b) Tow Away Zones Established:
Tow away zones established.

1. *Aviation Boulevard.* A tow away zone is established along the entire length of the Aviation Boulevard right-of-way, from its intersection within U.S. Highway 1 to 107th Street except:

    a. the areas in front of residential homes so long as parking in front of those areas does not obstruct traffic;

    b. the area off the pavement on the north side of the road within 250 feet west of the intersection of Aviation Boulevard with Stirrup Key Boulevard.

2. *Harbor Drive.* A tow away zone is established along a portion of Harbor Drive, beginning at the intersection of Harbor Drive with Aviation Boulevard, and extending north for 500 feet on both sides of the street, including all land located within the Harbor Drive right-of-way.

3. *Sombrero Boulevard.* A tow away zone is established along the golf course side of Sombrero Boulevard which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.

4. *25th Street.* A tow away zone is established along the right-of-way of 25th Street which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.

5. **Ocean Terrace. A tow away zone is established along the right-of-way of Ocean Terrace which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.**

6. ~~**82nd Street. A tow away zone is established along the right-of-way of 82nd Street which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.**~~

Section 3. The provisions of the Marathon Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

Section 6. This Ordinance shall become effective immediately upon adoption on second reading.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
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:

_____
City Attorney

Business Impact Estimate Form

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

Proposed ordinance's title/reference:

Ordinance 2026-31, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add ~~Two~~ One New Subsections~~s~~ Titled Ocean Terrace ~~And 82nd Street~~; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

Applicable Exemptions:

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

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published (10 days prior).*

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):

The tow away zone which is the subject of this Ordinance was requested by the Monroe County Sheriff's Office. The reason for the request is that vehicles frequently park on the Ocean Terrace ~~and 82nd Street~~ Right-Of-Way blocking the sidewalk, the bike path, and frequently stick out into the vehicle travel land in such a way as to be unsafe. Staff agrees with the premise and facts provided in the request and recommends approval for the adoption of this Ordinance.

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:

None

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

If vehicles are towed because they fail to comply with the zone, they may be charged for tickets, towing, and towing recovery fees

(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:

This is a tow away zone not subject to City fees. It is subject to both ticketing and/or towing charges for failure to comply. Enforcement of tickets would occur through the Monroe County Sheriff's Office. Towing and associated costs would inure to the violator. Costs are unknown but should be de minimis once general compliance occurs.

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

None

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

NA

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

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and City Council

From: Steve Williams, City Manager

Agenda Item: **Resolution 2026-106,** Authorizing The City To Extend The Agreement With Ballard Partners, Inc. For Professional Consulting And Lobbying Services Before The Legislature Of The State Of Florida; Authorizing The City Manager To Expend Budgeted Funds, And Execute The Extension Agreement; And Providing An Effective Date

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BACKGROUND & JUSTIFICATION:

The City has contracted with Ballard Partners for lobbying and professional consulting services before the State of Florida since 2013. Ballard Partners has been very effective on the City's behalf before the Florida Legislature, the executive branch of the Florida government and various regional and local governments. Ballard Partners has also kept the City informed on budget and policy differences, funding items affecting the Florida Keys, including economic development incentives, and the State's tourism marketing activities.

The yearly rate of $60,000 is included in the City's adopted budget for FY 2027. The contract extension otherwise does not otherwise change from the language in the previous version of the contract; other than the term.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	X	____
2. Other _____	____	____
3. Not applicable____		

FISCAL NOTE:
Funding for this agreement is included in the adopted FY27 City Council and Wastewater Utility Budgets (50%/50% split)

RECOMMENDATION:
Approval of Resolution

Sponsored by: Council

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE CITY TO EXTEND THE AGREEMENT WITH BALLARD PARTNERS INC. FOR PROFESSIONAL CONSULTING AND LOBBYING SERVICES BEFORE THE LEGISLATURE OF THE STATE OF FLORIDA; AUTHORIZING THE CITY MANAGER TO EXPEND BUDGETED FUNDS, AND EXECUTE THE EXTENSION AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") recognizes the importance of monitoring and participating in the State legislative process in order to protect the interests of the City and its residents; and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services and fee for legislative consulting services on behalf of the City before the Florida Legislature, the executive branch of the Florida government, and various regional and local governments; and

WHEREAS, the firm of Ballard Partners, Inc. (the "Consultant"), wishes to extend the term of the agreement for one year in order to continue to provide professional legislative consulting and lobbying services before the legislature of the State of Florida on behalf of the City.

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

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

Section 2. The extension to the professional services agreement between the City and Consultant, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
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, Interim City Attorney

EXTENSION TO CONTRACT
FOR
LOBBYING SERVICES

This extension to the Contract for Lobbying Services (the "Extension") made and entered into this __ day of November, 2026 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Ballard Partners Inc., a Florida corporation, with its address at 403 East Park Ave., Tallahassee, FL 32301, (hereinafter referred to as "Consultant").

W I T N E S S E T H:

WHEREAS, on August 30, 2013, the City and Consultant entered into a Contract for Lobbying Services (the "Contract"); and

WHEREAS, the City and Consultant have extended the contract every year for an additional year since; and

WHEREAS, the City and the Consultant desire to extend the term as set forth in contract herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Extension and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 2. Term/Commencement Date

2.1 TERM:
This Contract shall continue through November 30, 2027 unless terminated earlier in accordance with Section 8.

[THE REMAINDER OF THIS PAGE SHALL REMAIN BLANK]

IN WITNESS WHEREOF, City and Contractor have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

_____
Diane Clavier,
City Clerk

_____
Steve Williams,
City Manager

Approved As To Form And Legality For The Use And Reliance Of The City Of Marathon, Florida Only:

_____
Steve Williams, Interim City Attorney

Ballard Partners Inc.

_____
Mr. Brian D. Ballard, President

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and Councilmembers

From: Dan Saus, Utilities Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-107,** Approving Grant Agreement ID#27SRP11 Between The City And The State of Florida Department of Environmental Protection (FDEP) For City of Marathon Area 6 WWTP Flood Wall In The Amount Of $3,000,000.00; Appropriating Funds; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

The Florida Department of Environmental Protection has awarded the City of Marathon grant funding through the Resilient Florida Program in the amount of $3,000,000.00 for the Area 6 Wastewater Treatment Plant Flood Wall project. The City of Marathon will conduct the Area 6 Wastewater Treatment Plant Flood Wall Project (Project) to include the construction of approximately 1,400 linear feet of continuous sheet-pile floodwall around the perimeter of the Area 6 Wastewater Treatment Plant (WWTP). The floodwall will consist of a reinforced, concrete-filled sheet-pile system with a concrete cap and pin-pile supports anchored into caprock. Subsurface resin injection will be installed at utility crossings and other wall penetrations to reduce potential below-grade flood pathways. The floodwall will be designed to withstand a 500-year flood event and protect the facility from storm surge and sea-level-rise impacts. The project will also include reinforced-concrete flood wall entrance slabs, deployable flood-barrier assemblies, elevated asphalt paved internal access roadway, a concrete platform for a planned sitewide emergency backup generator, and remote-controlled motorized sliding gates at the plant entrances to replace the existing access gates that were demolished by installation of flood wall. All treatment plant sites shall be enclosed by a fence as per 62.600 F.A.C.

ATTACHMENTS
Grant Contract

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan – Chapter 8	**X**	____
2. Other: MCTDC grant requirement	**X**	____

FISCAL NOTE:
This cost reimbursable grant requires matching funds of 50%, (i.e. $6,000,000 project with 50% $3,000,000 coming from Resilient Florida and $3,000,000 from the City). The City's match of $3,000,000 will come from the City's existing $10,000,000 line of credit with Truist Bank for wastewater utility capital projects. This line of credit is available through June 2027 at which time it will either be renewed or refinanced into long term debt.

RECOMMENDATION: Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT NO. 27SRP11 (CITY OF MARATHON SOMBRERO BOULEVARD DRAINAGE IMPROVEMENTS) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Marathon is responsible for needed capital infrastructure, and

WHEREAS, the City of Marathon submitted a grant request to the Florida Department of Environmental Protection; and

WHEREAS, the City was awarded a grant in the amount of $3,000,000.00 for the project totaling $6,000,000.00 with the balance budgeted in the Wastewater Utility Enterprise Fund; and

WHEREAS, the City of Marathon, in good faith, will accept this grant award which can only be reversed with a super majority vote; and

WHEREAS, the City of Marathon has committed to successfully complete this project.

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

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

Section 2. The City Council hereby approves the FDEP Grant Agreement No. 27SRP11, 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 agreement 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 10th DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____

Mayor

YES:
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

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): City of Marathon Area 6 Wastewater Treatment Plant Flood Wall Project
Agreement Number: 27SRP11

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: City of Marathon
Entity Type: Local Government
Grantee Address: 9805 Overseas Highway, Marathon, FL 33050
FEID: 65-0984873
(Grantee)

3. Agreement Begin Date: 7/1/2026
Date of Expiration: 6/30/2029

4. Project Number: *(If different from Agreement Number)*
Project Location(s): Monroe County, Florida
Project Description: The project will include the construction of a flood wall around the perimeter of the Area 6 Wastewater Treatment Plant.

5. Total Amount of Funding: $3,000,000.00

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☑ State ☐ Federal	FY 26-27 GAA Line Item #1880	$ 3,000,000.00
☐ State ☐ Federal		$
☐ State ☐ Federal		$
☑ Grantee Match		$ 3,000,000.00
	Total Amount of Funding + Grantee Match, if any:	$ 6,000,000.00

6. Department's Grant Manager
Name: Andrea Pelton or successor
Address: Resilient Florida Program
3900 Commonwealth Boulevard, MS230
Tallahassee, Florida 32399
Phone: 850-245-2186
Email: Andrea.Pelton@FloridaDEP.gov

Grantee's Grant Manager
Name: Maria Covelli or successor
Address: City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
Phone: 305-289-4109
Email: covellim@ci.marathon.fl.us

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☑ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☑ Attachment 2: Special Terms and Conditions
☑ Attachment 3: Grant Work Plan
☑ Attachment 4: Public Records Requirements
☑ Attachment 5: Special Audit Requirements
☑ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☑ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☑ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☑ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808

☑ Additional Exhibits (if necessary): Exhibit F: Final Project Report, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Marathon **GRANTEE**

Grantee Name

By _____

(*Authorized Signature)* Date Signed

Steve Williams, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____

Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

ORCP Additional Signatures

Andrea Pelton

DEP Grant Manager, Andrea Pelton

DEP QC Reviewer, Katharine Hoover

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 27SRP11

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Marathon Area 6 Wastewater Treatment Plant Flood Wall Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2026 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $3,000,000 through cash or third party in-kind towards the work funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.
If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting/Subawards.

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 27SRP11

ATTACHMENT 3

PROJECT TITLE: City of Marathon Area 6 Wastewater Treatment Plant Flood Wall Project

PROJECT LOCATION: The Project is located in City of Marathon within Monroe County, Florida. See Figure 1 for a map of the Project area.

CRITICAL ASSET(S) ADDRESSED: Area 6 Wastewater Treatment Plant

PROJECT DESCRIPTION:
The City of Marathon (Grantee) will conduct the City of Marathon Area 6 Wastewater Treatment Plant Flood Wall Project (Project) to include the construction of approximately 1,400 linear feet of continuous sheet-pile floodwall around the perimeter of the Area 6 Wastewater Treatment Plant (WWTP). The floodwall will consist of a reinforced, concrete-filled sheet-pile system with a concrete cap and pin-pile supports anchored into caprock. Subsurface resin injection will be installed at utility crossings and other wall penetrations to reduce potential below-grade flood pathways. The floodwall will be designed to withstand a 500-year flood event and protect the facility from storm surge and sea-level-rise impacts. The project will also include reinforced-concrete flood wall entrance slabs, deployable flood-barrier assemblies, elevated asphalt paved internal access roadway, a concrete platform for a planned sitewide emergency backup generator, and remote-controlled motorized sliding gates at the plant entrances to replace the existing access gates that were demolished by installation of flood wall. All treatment plant sites shall be enclosed by a fence as per 62.600 F.A.C.

TASKS AND DELIVERABLES:

Task 1: Sea Level Impact Projection (SLIP) Study Report

Description: The Grantee will submit a SLIP study report, if applicable, pursuant to 380.0937, Florida Statutes (F.S.) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction commences. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (https://floridadep.gov/rcp/resilient-florida-program/content/resilient-florida-program-slip) for more information.

Deliverables: The Grantee will provide the following documentation:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no-cost deliverable.**

Task 2: Construction

Description: The Grantee will construct a flood wall, designed to withstand a 500-year flood, around the Area 6 Wastewater Treatment Plant in accordance with the construction contract documents. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, site clean-up, and mitigation projects. Project Administration and

Management Report activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Timely implementation of this Project is an essential element of this task. The deadline to begin work required to complete construction should be on or before the estimated construction start date of 02/14/2027, to which the Grantee shall strictly adhere, unless prior Department approval is provided. If the Grantee does not have documented progress on completing construction activities, then this shall be considered an Event of Default pursuant to Paragraph 15 to Attachment 1, Standard Terms and Conditions, and will render this grant agreement subject to termination pursuant to Paragraph 13.b. to Attachment 1, Standard Terms and Conditions.

Deliverables: The Grantee will provide the following documentation:

- **2.1:** Final design documents marked "For Construction", signed and sealed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design (61G15-23.003(3)(e), F.A.C.) or other applicable Florida Licensed Professional in responsible charge of the design. **This is a no cost-deliverable and should be submitted prior to construction commencement**;
- **2.2:** A copy of the Record Drawings or as-built drawings reflecting all changes, signed and sealed by a Florida-registered Professional Engineer in responsible charge of the project (61G15-23.003(3)(e), F.A.C.) or other applicable Florida Licensed Professional;
- **2.3:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **2.4:** The signed Final Site Visit Closeout Form received from Field Agent; and
- **2.5:** Project administration and management report(s) signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than quarterly during the performance period of the task. When the Grantee has been reimbursed for 85% of the Total Task Amount, no further reimbursement will be issued for this Task based solely on the Project Administration and Management Report deliverable(s). The report(s) must clearly document the work performed during the performance period and include all of the following applicable items:
    - A summary of project activities and site inspection(s);
    - Meeting minutes to all attended meetings;
    - Field notes; and
    - Project photos.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed

in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Sea Level Impact Projection (SLIP) Study Report	No-Cost Deliverable	$0	$0	$0	Upon Execution	Before Commencing Construction
2	Construction	Contractual Services	$3,000,000	$3,000,000	$6,000,000	7/1/2026	3/31/2029
		Total:	**$3,000,000**	**$3,000,000**	**$6,000,000**		



Figure 1. Map of project area and critical assets addressed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. 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 Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	FY 26-27	37.098	Resilient Florida Programs	$3,000,000	140065
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$3,000,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to ResilientFloridaGrants@FloridaDEP.gov starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.

3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.

4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
   If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards, and raw data sources shall be defined within the associated metadata.

10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.

14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 27SRP11

CITY OF MARATHON AREA 6 WASTEWATER TREATMENT PLANT FLOOD WALL PROJECT

City of Marathon

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 27SRP11

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 27SRP11

Project Title: City of Marathon Area 6 Wastewater Treatment Plant Flood Wall Project

Grantee: City of Marathon

Subcontractor:

Note: A separate Exhibit H is required for each of the Grantee's contractor(s).

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Marathon is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Steve Williams

Title: City Manager

Signature: Date:

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and City Councilmembers

From: Jennifer Johnson, Finance Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-108,** Amending A Grant Agreement With The Florida Department Of Environmental Protection for LPA0724; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

In April of 2024 the City entered into a $3,500,000 grant agreement (LPA0724) with the Florida Department of Environmental Protection for the Deep Well, Transmission Lines and Pumping Stations Project. The grant was amended in November 2024 to add additional funds of $1,866,666.72. This second amendment increases the funding by $10,155,440.50, modifies the grant work plan tasks and related budgets, and extends the agreement until December 31 ,2029

Staff recommends approving the amendment #2.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	X	____
2. Other – 2010 Sewer Mandate	___	____
3. Not applicable	____	____

FISCAL NOTE:
Approval will allow the City to receive reimbursement for expenses incurred related to the Deep Well, Transmission Lines and Pumping Stations Project.

RECOMMENDATION: Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR LPA0724; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AMENDMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Protection (DEP) has provided a grant amendment for reimbursement funding canal and culvert projects in the City of Marathon; and

WHEREAS, the City Council desires to approve the grant amendment with DEP For LPA0724.

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

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

Section 2. The City Council hereby approves the Grant Agreement – Amendment #2, in Exhibit "A," with the Florida Department of Environmental Protection for LPA0724.

Section 3. The City Manager is authorized to execute the Grant Agreement with the Florida Department of Environmental Protection.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
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:

_____
City Attorney

AMENDMENT NO. 2
TO AGREEMENT NO. LPA0724
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MARATHON

This Amendment to Agreement No. LPA0724 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Marathon (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Deep Well, Transmission Piping & Pumping Stations (Project), effective April 16, 2024; and,

WHEREAS, $2,433,051.00 in additional funding for this Project is provided under Line Item 1669 of the 2022-2023 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1669 of the 2022-2023 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, $2,722,390.00 in additional funding for this Project is provided under Line Item 1550 of the 2025-2026 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1550 of the 2025-2026 General Appropriations Act begins on July 1, 2025; and,

WHEREAS, $2,500,000.00 in additional funding for this Project is provided under Line Item 1766A of the 2026-2027 General Appropriations Act; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1766A of the 2026-2027 General Appropriations Act begins on July 1, 2026; and,

WHEREAS, $2,500,000.00 in additional funding for this Project is provided under Line Item 1770 of the 2026-2027 General Appropriations Act; and the total funding for this Agreement is now $15,522,107.72; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1770 of the 2026-2027 General Appropriations Act begins on July 1, 2026; and,

WHEREAS, the Grantee has requested a revision in the scope of work for the Project; and,

WHEREAS, the Grantee has requested to add new tasks to the Grant Work Plan; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2029. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
$15,522,107.72	☑ State ☐ Federal	Keys, GAA LI 1613, FY 21-22, GR	$3,500,000.00
	☑ State ☐ Federal	Keys, GAA LI 1669, FY 22-23, GR	$2,433,051.00
	☑ State ☐ Federal	Keys, GAA LI 1736, FY 24-25, GR	$1,866,666.72
	☑ State ☐ Federal	Keys, GAA LI 1550, FY 25-26, GR	$2,722,390.00
	☑ State ☐ Federal	LP, GAA LI 1766A, FY 26-27, WPSPTF	$2,500,000.00
	☑ State ☐ Federal	Keys, GAA LI 1770, FY 26-27, GR	$2,500,000.00
	☐ Grantee Match		
		Total Amount of Funding + Grantee Match, if any:	$15,522,107.72

3. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

4. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF MARATHON

By: _____
Authorized Signature

Steve Williams, City Manager & Interim City Attorney
Print Name and Title

Date: _____

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Sarah Louissaint, DEP Grant Manager

Kate Pace, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-2
REVISED GRANT WORK PLAN

PROJECT TITLE: Deep Well, Transmission Piping & Pumping Stations

PROJECT LOCATION: The Project will be located in the City of Marathon within Monroe County; Lat/Long (24.7519, -80.9769).

PROJECT BACKGROUND: The City of Marathon (Grantee) was involved in litigation over the City's shallow well sewer system. As part of the settlement of the litigation the City agreed to install a deep well system. The new deep well system will require transmission piping and pumping stations to connect the City's five existing wastewater treatment facilities to a new deep well disposal system.

PROJECT DESCRIPTION: The Grantee will construct a deep injection well, pumping stations and transmission piping to connect and convert the City's shallow well system to a deep injection well system.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs: $10,000,000 from the City of Marathon. A summary of the local contributions will be required in the Final Quarterly Progress Report, and financial supporting documentation shall be provided upon request.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of a deep injection well, pumping stations and transmission piping and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager.

For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the project.

Documentation: The Grantee will submit:

1) the public notice of advertisement for the bid;
2) the bid package; and
3) written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Project Management

Deliverables: The Grantee will provide project management services related to Deep Well, Transmission Piping & Pumping Stations, to include review of documents and forms, budget oversight, preparation and submittal of quarterly progress reports, processing of payment requests and related documentation, field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Task 4: Construction

Deliverables: The Grantee will construct Deep Well, Transmission Piping & Pumping Stations in accordance with the final design.
Documentation: The Grantee will submit:

1) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager.

Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	$1,328,888.00	07/01/2023	06/30/2029
2	Bidding and Contractor Selection	Contractual Services	$75,640.00	07/01/2023	06/30/2029
3	Project Management	Contractual Services	$2,436,263.29	07/01/2023	06/30/2029
4	Construction	Contractual Services	$11,681,316.43	07/01/2025	06/30/2029
		Total:	$15,522,107.72		

Note that, per Section 8 of Attachment 1 of the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2021-2022	37.039	Statewide Water Quality Restoration Projects - LI 1613	$3,500,000.00	141115
Amendment 1	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects - LI 1736	$1,866,666.72	141115
Amendment 2	Department of Environmental Protection	2022-2023	37.039	Statewide Water Quality Restoration Projects - LI 1669	$2,433,051.00	141115
Amendment 2	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - LI 1550	$2,722,390.00	141115
Amendment 2	Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects - LI 1766A	$2,500,000.00	140047
Amendment 2	Department of Environmental Protection	2026-2027	37.039	Statewide Water Quality Restoration Projects - LI 1770	$2,500,000.00	141115
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$15,522,107.72	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and City Councilmembers

From: Jennifer Johnson, Finance Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-109**, Amending The City's Fiscal Year 2025-2026 Budget; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

In accordance with Florida Statutes, it is necessary for the City Council to adjust the Fiscal Year 2025-2026 budget to reflect anticipated changes in year-end revenues and expenditures before November 30, 2026.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	____	____
2. Other _____	____	____
3. Not applicable __X__		

FISCAL NOTE:
Approval of the resolution will formally amend the FY25-26 Adopted Budget.

RECOMMENDATION: Council Approve Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-109

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S FISCAL YEAR 2025-2026 BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") adopted a budget for Fiscal Year 2025-2026 via Resolution 2025-91;

WHEREAS, in accordance with Florida Statutes it is necessary for the City Council to adjust the budget to reflect unanticipated year end revenues and expenditures for Fiscal Year 2025-2026.

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

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

Section 2. The budget amendment for Fiscal Year 2025-2026, beginning October 1, 2025 and ending September 30, 2026, attached as Exhibit 'A' is approved.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
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:

_____

City Attorney

City of Marathon
Budget Amendment
Fiscal Year 2025-2026

EXHIBIT A

Fund	Adopted Budget FY 25/26	Budget Amendment	Amended Budget FY 25/26
General Fund			
Revenues			
Ad Valorem Taxes (97% collection rate)	$ 10,254,369	$ -	$ 10,254,369
Fire Insurance Premium Tax	-	480,974	480,974
Communications Tax	491,671	-	491,671
Total Taxes	10,746,040	480,974	11,227,014
Local Business Tax (County Occupational Licenses)	50,000	-	50,000
Vacation Rental Permit & Agent Fees	728,000	-	728,000
FEMA FWS Review & Processing Fees & Inspection Fees	5,000	-	5,000
Planning & Zoning Fees	76,000	-	76,000
Fire Inspection Fees (including vacation rentals)	625,000	-	625,000
Total License and Permits	1,484,000	-	1,484,000
Sales Tax Revenue - State Revenue Sharing	463,978	-	463,978
Fuel and Motor Fuel Tax	480	-	480
Mobile Home License	4,215	-	4,215
DEO/DEP Grants	75,000	-	75,000
Alcoholic Beverage License	19,025	-	19,025
Marathon Middle School Fire Academy MOU	50,000	-	50,000
Half Cent Sales Tax	2,373,088	-	2,373,088
Firefighter Supplemental Comp	10,940	-	10,940
Tourist Development Council Grant	154,333	-	154,333
Payment in Lieu of Taxes-Local Units	12,065	-	12,065
Total Intergovernmental Revenue	3,163,124	-	3,163,124
Key Colony Beach Fire/EMS	1,157,153	-	1,157,153
EMS Services	984,000	-	984,000
Recreation Program Revenue	47,000	-	47,000
Total Charges for Services	2,188,153	-	2,188,153
Traffic Court Fines	110,000	-	110,000
Code Enforcement Fines	715,000	589,900	1,304,900
Local Ordinance Parking Fines	1,518,973	-	1,518,973
Fines - Local Training	8,800	-	8,800
Total Fines and Forfeits	2,352,773	589,900	2,942,673
Interest Income	875,000	-	875,000
Rents & Other	12,000	-	12,000
Miscellaneous Revenue	50,000	-	50,000
Total Miscellaneous Revenues	937,000	-	937,000
Transfer from Stormwater Utility Fund	25,000	-	25,000
Transfer from Capital Infrastructure Fund	484,309	-	484,309
Transfer from Wastewater Enterprise Fund	335,000	-	335,000
Transfer from Impact Fee Fund	345,613	-	345,613
Administrative Fee-Building	636,376	-	636,376
Administrative Fee-Marina	25,000	-	25,000
Total Other Sources	1,851,298	-	1,851,298

City of Marathon
Budget Amendment
Fiscal Year 2025-2026

Fund	Adopted Budget FY 25/26	Budget Amendment	Amended Budget FY 25/26
General Fund (continued)			
Unappropriated Fund Balance(Deficit), October 1	27,373,218	-	27,373,218
Reserved Fund Balance, October 1	124,241	-	124,241
Total Fund Balance, October 1	27,497,459	-	27,497,459
Total General Fund Revenues & Reserves BOY	$ 50,219,847	$ 1,070,874	$ 51,290,721
General Fund Expenditures			
City Clerk	$ 388,022	$ -	$ 388,022
City Manager	553,638	67,000	620,638
Code	766,820	(50,000)	716,820
Council	676,425	85,000	761,425
Finance	461,446		461,446
Fire/EMS	8,779,315	600,000	9,379,315
General Services	2,140,193	-	2,140,193
Information Technology	1,222,248	(220,000)	1,002,248
Legal	624,216	-	624,216
Nearshore Waters Management-Ports	140,700	-	140,700
Parks and Recreation	1,989,829	(40,000)	1,949,829
Planning	1,614,170	(300,000)	1,314,170
Police Services	3,136,794	-	3,136,794
Public Works	2,365,493	(57,000)	2,308,493
Total Expenditures	24,859,309	85,000	24,944,309
Reserved Fund Balance @ September 30	124,241	-	124,241
Unreserved Fund Balance @ September 30	25,236,297	985,874	26,222,171
Total Fund Balance, Sept 30	25,360,538	985,874	26,346,412
Total General Fund Expenditures & Reserves	$ 50,219,847	$ 1,070,874	$ 51,290,721

City of Marathon
Budget Amendment
Fiscal Year 2025-2026

Fund	Adopted Budget FY 25/26	Budget Amendment	Amended Budget
Stormwater Utility			
Revenues			
Non Ad Valorem Assessment Revenue	$ 1,010,000	$ -	$ 1,010,000
Grant Revenue	1,609,636	1,371,759	2,981,395
Interest Income	20,750	-	20,750
Transfer in from Capital Infrastructure	650,000	-	650,000
Transfer in from Impact Fees	-	1,232,016	1,232,016
Total Revenue	$ 3,290,386	$ 2,603,775	$ 5,894,161
Beginning Fund Balance	563,509	-	563,509
Expenditures			
Personnel Costs	$ 140,357	$ -	$ 140,357
Materials, Supplies & Services	165,153	-	165,153
Capital Outlay	1,609,636	1,709,224	3,318,860
Debt Service	1,149,626	-	1,149,626
Transfer to General Fund	25,000	-	25,000
Total Transfers, Reserves, and Debt Service	$ 3,089,772	$ 1,709,224	$ 4,798,996
Total Increase / (Decrease) to reserves	$ 200,614	$ 894,551	$ 1,095,165
Ending Fund Balance	$ 764,123	$ 894,551	$ 1,658,674
Impact Fees			
Revenues			
Impact Fee Revenue	$ 257,000	-	$ 257,000
Interest Income	130,000	-	130,000
Total Revenue	$ 387,000	$ -	$ 387,000
Beginning Fund Balance	3,646,647	-	3,646,647
Expenditures			
Transfer to Capital Infrastructure Fund	$ 400,000	$ -	$ 400,000
Transfer to Restoration Fund	900,000	-	900,000
Transfer to General Fund	345,613	-	345,613
Transfer to Stormwater Fund	-	1,232,016	1,232,016
Total Transfers, Reserves, and Debt Service	$ 1,645,613	$ 1,232,016	$ 2,877,629
Total Increase / (Decrease) to reserves	$ (1,258,613)	$ (1,232,016)	$ (2,490,629)
Ending Fund Balance	$ 2,388,034	$ (1,232,016)	$ 1,156,018
Debt Service			
Revenues			
Transfer in from Capital Infrastructure	$ 758,217	$ 192,000	$ 950,217
Total Revenue	$ 758,217	$ 192,000	$ 950,217
Beginning Fund Balance	-	-	-
Expenditures			
Debt Service - TD bank bond	$ 758,217	$ 192,000	$ 950,217
Total Transfers, Reserves, and Debt Service	$ 758,217	$ 192,000	$ 950,217
Total Increase / (Decrease) to reserves	$ -	$ -	$ -
Ending Fund Balance	$ -	$ -	$ -
Street Maintenance			
Revenues			
Fuel Tax Revenues	$ 518,722	$ -	$ 518,722
Intergovernmental Revenues (ILAs)	147,987	-	147,987
Interest	40,000	-	40,000
Transfer in from General Fund	550,000	-	550,000
Total Revenue	$ 1,256,709	$ -	$ 1,256,709
Beginning Fund Balance	676,008	-	676,008

City of Marathon
Budget Amendment
Fiscal Year 2025-2026

Fund	Adopted Budget FY 25/26	Budget Amendment	Amended Budget
Street Maintenance (continued)			
Expenditures			
Personnel Costs	$ 1,056,644	$ 70,000	$ 1,126,644
Material, Supplies & Services	274,800	-	274,800
Capital Outlay	118,500	-	118,500
Total Transfers, Reserves, and Debt Service	$ 1,449,944	$ 70,000	$ 1,519,944
Total Increase / (Decrease) to reserves	$ (193,235)	$ (70,000)	$ (263,235)
Ending Fund Balance	$ 482,773	$ (70,000)	$ 412,773

COUNCIL AGENDA STATEMENT

Date: November 10th, 2026

To: Honorable Mayor and City Council

From: Jared Weaver, P.E., City Engineer

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-110**, Approving Change Order No. 1 To Contract Between The City And General Asphalt Co., Inc In The Current Amount Of $1,561,817.29 For The Replacement Of 117th Street Bridge; Increasing The Contract In An Amount Not To Exceed $59,192.74; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City awarded the contract for the replacement of 117th Street Bridge to General Asphalt Co., Inc. The purpose of this change order is to strengthen the existing 117th Street Bridge to increase its allowable load capacity. This improvement is necessary to accommodate larger vehicles required for the relocation of utilities that conflict with this project. **There is no additional cost to the City as a result of this change order as the funds for the work are covered by the FDOT Lap Agreement for Project FM# 448208-1-58-01.** The processed change order will allow the City to pay the contractor from eligible FDOT LAP granted funds.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan:	____	____
2. Other: _____	____	____
3. Not applicable: X		

FISCAL NOTE:
The adopted FY27 Capital Infrastructure Budget includes appropriations of $2,484,677 for the 117th St bridge project (includes construction and CEI services). Construction costs will be reimbursed to the City by FDOT.

RECOMMENDATION:

Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-110

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING CHANGE ORDER NO. 1 TO CONTRACT BETWEEN THE CITY AND GENERAL ASPHALT CO., INC IN THE CURRENT AMOUND OF $1,561, 817.29 FOR THE REPLACEMENT OF 117th STREET BRIDGE; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED $59,192.74; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") awarded the contract for the replacement of 117th Street Bridge to General Asphalt Co., Inc; and

WHEREAS, the purpose of this change order is to strengthen the existing 117th Street Bridge to increase its allowable load capacity. This improvement is necessary to accommodate larger vehicles required for the relocation of utilities that conflict with this project.

WHEREAS, there is no additional cost to the City as a result of this change order as the funds for the work are covered by the FDOT Lap Agreement for Project FM# 448208-1-58-01

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Change Order No. 1 identified in the attached Exhibit A is hereby approved. The City Manager is authorized to execute the Change Order and expend budgeted funds on behalf of the City.

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 10th DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
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, Interim City Attorney

CHANGE ORDER

CHANGE ORDER NO.__1__

TO: City of Marathon

PROJECT: 117th Street Bridge Replacement

CONTRACTOR: General Asphalt Co., Inc

DATE: November 10th

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 "A"** 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 $**1,561,817.29** under the Agreement will be **changed** by this Change Order, and (b) the schedule for performance of Work will be **changed** by this Change Order. Contractor expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. 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.

By: _____ Attest: _____

Signature and Title Signature and Title

City of Marathon **General Asphalt Co., Inc**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Exhibit "A"

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	$1,561,817.29
(2)	Current Contract Price (Adjusted by Previous Change Orders)	$1,561,817.29
(3)	Total Proposed Change in Contract Price	$59,192.74
(4)	New Contract Price (Item 2 + Item 3)	$1,621,010.03
(5)	Original Contract Time	240 Days
(6)	Current Contract Time (Adjusted by Previous Change Orders)	240 Days
(7)	Total Proposed Change in Contract Time	0 Days
(8)	New Contract Time (Item 6 + Item 7)	240 Days
(9)	Original Contract Substantial Completion Date	TBD, 2026
(10)	New Contract Substantial Completion Date	TBD, 2026

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	$1,561,817.29	$59,192.74	$0.00	$59,192.74	0 Days
Total					$59,192.74	0 Days

Exhibit "B"

CHANGE ORDER JUSTIFICATION

This change order will be completed at no additional cost to the City. Please see the attached email from FDOT confirming the work will be covered under the City's existing LAP Agreement for Project FM#448208-1-58-01
The purpose of this change order is to strengthen the existing 117th Street Bridge to increase its allowable load capacity. This improvement is necessary to accommodate larger vehicles required to relocate utilities that conflict with this project

GENERAL ASPHALT CO., INC.
4850 NORTHWEST 72ND AVENUE
MIAMI, FLORIDA 33166
TELEPHONE: (305) 592-3480
FAX: (305) 477-4675

To:	City of Marathon	**Contact:**	RS&H - Jacki Hart
Address:		**Phone:**	954-775-6949
		Email:	Jacki.Hart@rsandh.com
Project Name:	Temporary Deck Reinforcing -117th Street Bridge	**Bid Number:**	
Project Location:	117th Street Bridge at Vaca Channel	**Bid Date:**	10/21/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Signed & Sealed Structural Drawings and Calculations	1.00	LS	$11,480.00	$11,480.00
2	Materials: HP 12x53, C3x3.5, 1" Steel Plate, Miscellaneous	1.00	LS	$35,868.03	$35,868.03
3	Labor	1.00	LS	$9,964.71	$9,964.71
4	Equipment	1.00	LS	$1,880.00	$1,880.00
	Total				$59,192.74

Notes:

- The above prices do not include Performance and Payment Bond. Add 2% if bond is required.
- The above price does not include MOT.
- The above price does not include As Builts.
- The above price does not include Striping
- The above prices do not include Permits.
- This proposal is may be withdrawn by GAC if not accepted within (30) days.
- The above price does not include any special wages, heavy wages...etc.

ACCEPTED	**CONFIRMED**
The above prices, specifications and conditions are satisfactory and hereby accepted.	**Your Company Name:** General Asphalt Co., Inc.
Buyer:	
Signature:	**Authorized Signature:**
Date of Acceptane:	**Estimator:**

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-111,** Requesting The Monroe County Comprehensive Plan Land Authority To Allocate Funding In The Amount Of Up To $1,000,000 For The Purpose Of Construction Costs For Up To Fifteen Units For VC Seaview, Ltd.; Authorizing The City Manager To Execute Necessary Documents, Upon Consent Of The City Attorney; Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

This resolution is to request funding allocation from the Monroe County Land Authority (MCLA) for a housing project located at 100 Avenue D in Marathon and having RE#: 00363710-000000. VC Seaview, Ltd., plans to construct 15 affordable housing units on the property. The Monroe County Comprehensive Plan Land Authority has funds that may be dedicated to the purchase of land or costs of construction for the purpose of providing workforce housing. The City of Marathon has previously received a General Appropriation Act Grant from the Florida Department of Commerce in recognition for its commitment to the development of workforce and affordable housing.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	XXX	____
2. Other	____	____

FISCAL NOTE:

RECOMMENDATION: Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-111

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA, REQUESTING THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY TO ALLOCATE FUNDING IN THE AMOUNT OF UP TO $1,000,000 FOR THE PURPOSE OF CONSTRUCTION COSTS FOR UP TO FIFTEEN (15) UNITS FOR VC SEAVIEW, LTD., LOCATED AT 100 AVENUE D, CITY OF MARATHON, HAVING MONROE COUNTY PROPERTY APPRAISER PARCEL IDENTIFICATION NO. 00363710-000000 AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS, UPON CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon has determined that there exists a shortage of workforce and affordable housing in the City of Marathon; and

WHEREAS, the City finds that the VC Seaview, Ltd., housing project will provide essential housing for residents; and

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter referred to as "Land Authority") has funds that may be dedicated to the purchase of land or costs of construction for the purpose of providing workforce housing; and

WHEREAS, the City of Marathon has previously received a General Appropriation Act Grant from the Florida Department of Commerce in recognition of its commitment to affordable and Workforce Housing; and

WHEREAS, this grant money is essential in order for the project to be financially feasible.

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

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

Section 2. That funds held by the Land Authority are requested for the construction of housing for the project more particularly described as: VC Seaview, Ltd., located at 100 Avenue D, with Parcel ID# 00363710-000000, which will contain 15 dwelling units, which is nominated to the Land Authority for funding in the amount of up to one million dollars ($1,000,000).

Section 3. That the City Manager is authorized to execute any necessary documents upon review and consent of the City Attorney.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
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, Interim City Attorney

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and Council Members

From: Ted Lozier, Code Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-112**, Approving An Amended Agreement Between The City Of Marathon And Jeff D. Vastola, Esq. For Code Enforcement Special Magistrate Services; And Providing For An Effective Date.

BACKGROUND

The City of Marathon entered into a one-year agreement with Jeff Vastola in 2021 to perform Code Compliance Special Magistrate services . The terms of this agreement allow for the option to renew the agreement for additional one-year periods. The City continues to require the services of a Code Compliance Special Magistrate, and the parties wish to enter into an additional one-year period. The agreement also provides for the hourly rate be adjusted annually by an Amendment to the Agreement, after mutual written agreement of the parties, and approved by City Council. The parties have negotiated an Amendment to increase the hourly basis rate of $275 to $290. All other terms and conditions of the Contract shall remain in full force and effect.

CONSISTENCY CHECKLIST:		**Yes**	**No**
1. Comprehensive Plan	N/A	_____	___
2. Other – 2010 Sewer Mandate	N/A	_____	___

FISCAL NOTE:
The Adopted FY27 Code Department Budget in the General Fund includes appropriations of $26,000 for this service.

RECOMMENDATION:

Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-112

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDED AGREEMENT BETWEEN THE CITY OF MARATHON AND JEFF D. VASTOLA, ESQ. FOR CODE ENFORCEMENT SPECIAL MAGISTRATE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2021-115 the CITY of Marathon ("City") and Jeff Vastola entered into an agreement to perform services associated with presiding over Code Compliance Hearings as a Code Compliance Special Magistrate; and

WHEREAS, the Agreement provides for additional one-year renewals; and

WHEREAS, the City continues to require the services of a Code Compliance Special Magistrate; and

WHEREAS, the parties wish to enter into an additional one-year period; and

WHEREAS, the Agreement provides for the hourly rate be adjusted by an Amendment to the Agreement, after mutual written agreement of the parties, annually. The parties have negotiated an Amendment to increase the hourly basis rate of $275 to $290. All other terms and conditions of the Contract shall remain in full force and effect.

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 an additional one-year period of the Agreement, as Amended, between Jeff Vastola and the City, a copy of which is attached hereto as Exhibit "A," for code enforcement special magistrate services, 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.

Section 3. The City Manager is authorized to execute the contract on behalf of the City.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
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, Interim City Attorney

AMENDMENT TO AGREEMENT
FOR
SPECIAL MAGISTRATE SERVICES

This amendment to the Agreement for Code Compliance Special Magistrate services (the "Amendment") made and entered into this __ day of November 2026 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Jeff D. Vastola, Esq. with his address at 9141 Overseas Highway, Suite 3, Marathon, Florida, 33050, (hereinafter referred to as "Special Magistrate").

W I T N E S S E T H:

WHEREAS, in November of 2021, the City and the Special Magistrate entered into an Agreement for Code Compliance Special Magistrate Services (the "Agreement"); and

WHEREAS, the City and Special Magistrate desire to renew the term for one year to expire in 2027.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 1.0 Term

1.2 The term of this Agreement shall continue through November 30, ~~2026~~ 2027, unless otherwise terminated as provided herein.

Section 3.0 Compensation

3.1.1 The CITY shall pay SPECIAL MAGISTRATE on an hourly basis at a rate of ~~$275.00~~ $290.00 per hour for all of SPECIAL MAGISTRATE's time, inclusive of all costs incurred to provide said services. There will be no additional charges for office overhead to include administrative assistants/secretaries and other support personnel. The CITY will not provide reimbursement for travel, meals, or mileage.

All other terms and conditions of the Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE SHALL REMAIN BLANK]

IN WITNESS WHEREOF, the City and Special Magistrate have set their hands and seals, as of the day and year first above written.

Attest:

City Of Marathon, Florida

_____
Diane Clavier,
City Clerk

_____
Steve Williams,
City Manager

Approved As To Form And Legality For The Use
And Reliance Of The City Of Marathon, Florida Only:

_____
Steve Williams, Interim City Attorney

Special Magistrate

_____
Jeff D. Vastola, Esq.

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and Council Members

From: Paul Barnik, Public Works Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-113** Authorizing A "Piggy-Back" Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of One (1) Chevy Silverado 3500HD Regular Cab 4WD Under The Sourcewell Contract #2027 081325-NAF & 032824-NAF From Alan Jay Fleet Sales, In An Amount Not To Exceed $68,208.15. Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

This agenda item authorizes the purchase of one (1) 2025 Chevrolet Silverado 3500HD Regular Cab 4WD for an amount not to exceed $68,208.15. This vehicle will replace the existing vehicle previously transferred from the Fire Department, which currently has approximately 1.3 million miles and numerous mechanical and physical issues. The cost of repairs would exceed the vehicle's current value, making replacement the more cost-effective option. As shown in the attached quotation, the City will receive a trade-in allowance of $7,500.00 for the existing vehicle.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	____	____
2. Other –Sewer Mandate	____	____

FISCAL NOTE:
The adopted FY27 Capital Infrastructure Fund budget includes appropriations of $70,000 for this vehicle replacement.

RECOMMENDATION:
Approve Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-113

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 ONE (1) CHEVY SILVERADO 3500HD REGULAR CAB 4WD UNDER THE SOURCEWELL CONTRACT #2027 081325-NAF & 032824-NAF FROM ALAN JAY FLEET SALES, IN AN AMOUNT NOT TO EXCEED $68,208.15; 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 Sourcewell Contract #2027 081325-NAF & 032824-NAF from Alan Jay Fleet Sales, to purchase one (1) 2025 Chevy Silverado 3500HD Regular Cab 4WD in an amount not to exceed $68,208.15.

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) 2025 Chevy Silverado 3500HD Regular Cab 4WD in an amount not to exceed $68,205.15.

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 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
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, Interim City Attorney

#205661 v1

Contract Number:	2027 081325-NAF & 032824-NAF
Quote ID:	75513
Agency:	MARATHON, CITY OF
Date:	10/27/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2025 CHEVY SILVERADO 3500HD REGULAR CAB CHASSIS 4WD DRW WT 84" CA, please review carefully and contact us with any errors or changes.

MSRP:	$52,043.00
Base Price:	$45,090.44
Factory Options:	$1,352.71
Aftermarket Options:	$29,265.00
Vehicle Price:	$75,708.15
Trade Credit:	($7,500.00)
Purchase Total:	$68,208.15

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: ASHLEE WILSON / 863-273-1105 / Ashlee.Wilson@AlanJay.com

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

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

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234		WWW.ALANJAY.COM	Quote 75513-2
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105 FAX 863-402-4221		Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200

ORIGINAL QUOTE DATE
10/1/2026

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/27/2026

REQUESTING AGENCY **MARATHON, CITY OF**
CONTACT PERSON **BRANDON HARRIS** EMAIL HARRISB@CI.MARATHON.FL.US
PHONE **305-766-8231** MOBILE FAX

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF

www.NationalAutoFleetGroup.com

MODEL CK31403 1WT

MSRP $52,043.00

2025 CHEVY SILVERADO 3500HD REGULAR CAB CHASSIS 4WD DRW WT 84" CA

CUSTOMER ID

CONTRACT PRICE $45,090.44

BED LENGTH	84" CA

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

FACTORY OPTIONS	DESCRIPTION	
1WT	OPTIONS Work Truck Preferred Equipment Group	$0.00
5N5	Rear Camera Kit.	$0.00
9L3	Spare tire delete	$0.00
9L7	Upfitter switch kit, (5)	$0.00
AKO	Glass, deep-tinted	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00
C49	Defogger, rear-window electric	$0.00
DD8	Mirror, inside rearview auto-dimming	$0.00
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass	$0.00
FE9	Emissions, Federal requirements	$0.00
GAZ	EXTERIOR COLOR SUMMIT WHITE	$0.00
GT4	Rear axle, 3.73 ratio	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
KI4	Power outlet, interior, 120-volt (400 watts)	$0.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00
PCV	WT Convenience Package	$0.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
V46	Bumper, front chrome	$0.00
DMU	Dealer Markup	$1,352.71
DISCOUNT	Government Discount	$0.00
	FACTORY OPTIONS	**$1,352.71**

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	$245.00
EWD	EXTENDED WARRANTY DECLINED	$0.00
K 6132D54J	Knapheide 11' DRW Wide utility body 54'' Load Floor for 84'' CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	$15,575.00
K FFK-G	Knapheide Fuel Fill Kit for pickup bed removal applications with GAS engine.	$415.00
K VA CONTRACTOR	VANAIR 14HP KOHLER 5KW PEAK AC GENERATOR 4.2KW CONTINUOUS 20 CFM RECIPROCATING COMPRESSOR 30 GAL. AIR STORAGE 1.9 GAL. FUEL STORAGE BATTERY INCLUDED	$9,125.00
806-1206-PU	XANTREX 600W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	$565.00

SOURCEWELL CONTRACT # 2027 081325-NAF & 032824-NAF **www.NationalAutoFleetGroup.com**

K LG13-2PC-SB	Maxon C2-54-1342 TP38 1300 lb capacity service body lift gate 49'' x 38''+ 4'' 2- PC (includes duplicate STT lights).	$5,295.00
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	$215.00
K CLV-SB	Class V Hitch for Service Body	$1,200.00
K CAMERA	INSTALL FACTORY ORDERED CAMERA IN UTILITY BODY.	$270.00
STEP3-REG	3'' black tubular cab step for regular cab pickup.	$435.00
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	$245.00
9L7-INST	GM UPFITTER SWITCH INSTALL.	$180.00
OTPC	ONE TIME PRICE CONCESSION	($4,500.00)
	CONTRACT OPTIONS	**$29,265.00**

TRADE IN **TOTAL COST** **$75,708.15**

	2015 FORD F350 WHI 101563 Miles VIN: 1FDAF3GY5 F3C27263	($4,000.00)
	2015 FORD F250 WHI 114855 Miles VIN: 1FT7X2B64 FEB95684	($3,500.00)
	TOTAL COST LESS TRADE IN(S) QTY 1	**$68,208.15**

Estimated Annual payments for 60 months paid in advance: $15,682.46
Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments **QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS**

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** 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.

Alan Jay Fleet

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck (✓ Complete)





Window Sticker

SUMMARY

[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck — MSRP:$48,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Red Hot

Exterior 2:No color has been selected.

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline

Transmission, Allison 10-Speed automatic

OPTIONS

CODE	MODEL		MSRP
CK31403	[Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck		$48,700.00
	OPTIONS		
1WT	Work Truck Preferred Equipment Group		$0.00
5N5	Rear Camera Kit.		$73.00
9L3	Spare tire delete		$0.00
9L7	Upfitter switch kit, (5)		$150.00
AKO	Glass, deep-tinted	Inc.	
AZ3	Seats, front 40/20/40 split-bench		$0.00
C49	Defogger, rear-window electric	Inc.	
DD8	Mirror, inside rearview auto-dimming	Inc.	
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass		$450.00
FE9	Emissions, Federal requirements		$0.00
G7C	Red Hot		$0.00

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Data Version: 24463. Data Updated: Jan 14, 2025 6:47:00 PM PST.

Alan Jay Fleet

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA 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, 7" diagonal HD color touchscreen, AM/FM stereo	$0.00
KI4	Power outlet, interior, 120-volt (400 watts)	$150.00
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	$0.00
MKM	Transmission, Allison 10-Speed automatic	$0.00
PCV	WT Convenience Package	$425.00
PYW	Wheels, 17" (43.2 cm) painted steel	$0.00
QZT	Tires, LT235/80R17E all-terrain, blackwall	$0.00
V46	Bumper, front chrome	$100.00
	SUBTOTAL	**$50,048.00**
	Adjustments Total	$0.00
	Destination Charge	$1,995.00
	TOTAL PRICE	**$52,043.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A







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Data Version: 24463. Data Updated: Jan 14, 2025 6:47:00 PM PST.

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

Standard Equipment

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, Allison 10-Speed automatic (STD)
	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
	Auto-locking rear differential
	Air filter, heavy-duty
	Air filtration monitoring
	Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)
	Four 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.)
	Trailer brake controller, integrated
	Recovery hooks, front, frame-mounted, Black
	Body, Chassis Cab
	Frame, fully-boxed, hydroformed front section and an open "C" rear section
	GVWR, 14,000 lbs. (6350 kg)
	Suspension Package
	Steering, Recirculating Ball with smart flow power steering system
	Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
	Fuel tank, front and rear, 63.5 gallon
	Capped Fuel Fill
Exterior	
	Wheels, 17" (43.2 cm) painted steel (STD)
	Tires, LT235/80R17E all-terrain, blackwall (STD)
	Spare tire delete Deletes the spare tire and wheel.

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Alan Jay Fleet

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

Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

Exterior	
	Dual Rear Wheels
	Wheel trim, painted center caps
	Bumpers, front, Black
	Bumper, rear, delete
	Moldings, beltline, Black
	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
	IntelliBeam, automatic high beam on/off
	Lamps, Smoked Amber roof marker, (LED)
	Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel
	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)
	Mirror caps, Black
	Glass, solar absorbing, tinted
	Door handles, Black grained
Entertainment	
	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
	Audio system feature, 2-speakers (Requires Regular Cab model.)
	Bluetooth for phone, connectivity to vehicle infotainment system
	Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
Interior	
	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Vinyl seat trim
	Floor covering, rubberized-vinyl
	Steering column, Tilt-Wheel, manual with wheel locking security feature

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Interior	
	Steering wheel, urethane
	Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Compass, located in instrument cluster
	Driver Information Center, 3.5" diagonal monochromatic display
	Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.
	Exterior Temperature Display located in radio display
	Brake lining wear indicator
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Door locks, power
	Remote Keyless Entry, with 2 transmitters
	Cruise control, electronic with set and resume speed, steering wheel-mounted
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)
	Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)
Safety-Mechanical	
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist
	Automatic Emergency Braking
	Front Pedestrian Braking
Safety-Exterior	
	Daytime Running Lamps with automatic exterior lamp control

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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.)
	Following Distance Indicator
	Forward Collision Alert
	Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)
	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
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use
	OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)
	OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 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: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Vehicle: [Fleet] 2025 Chevrolet Silverado 3500HD CC (CK31403) 4WD Reg Cab 171" WB, 84.5" CA Work Truck (✔ Complete)

Technical Specifications

Powertrain

Transmission

Drivetrain	Four Wheel Drive	Trans Order Code	MKM
Trans Type	10	Trans Description Cont.	Automatic
Trans Description Cont. Again	N/A	First Gear Ratio (:1)	4.54
Second Gear Ratio (:1)	2.87	Third Gear Ratio (:1)	2.06
Fourth Gear Ratio (:1)	1.72	Fifth Gear Ratio (:1)	1.48
Sixth Gear Ratio (:1)	1.26	Reverse Ratio (:1)	4.54
Clutch Size	N/A	Trans Power Take Off	N/A
Final Drive Axle Ratio (:1)	N/A	Transfer Case Model	Magna MP1625/6
Transfer Case Gear Ratio (:1), High	1.00	Transfer Case Gear Ratio (:1), Low	2.72
Transfer Case Power Take Off	N/A	Seventh Gear Ratio (:1)	1.00
Eighth Gear Ratio (:1)	0.85	Ninth Gear Ratio (:1)	0.69
Tenth Gear Ratio (:1)	0.63		

Mileage

EPA Fuel Economy Est - Hwy	N/A	Cruising Range - City	N/A
EPA Fuel Economy Est - City	N/A	Fuel Economy Est-Combined	N/A
Cruising Range - Hwy	N/A	Estimated Battery Range	N/A

Engine

Engine Order Code	L8T	Engine Type	Gas V8
Displacement	6.6L/-TBD-	Fuel System	Direct Injection
SAE Net Horsepower @ RPM	401 @ 5200	SAE Net Torque @ RPM	464 @ 4000
Engine Oil Cooler	Yes		

Electrical

Cold Cranking Amps @ 0° F (Primary)	720	Cold Cranking Amps @ 0° F (2nd)	N/A
Cold Cranking Amps @ 0° F (3rd)	N/A	Maximum Alternator Capacity (amps)	170

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Powertrain

Cooling System

Total Cooling System Capacity	N/A

Vehicle

Emissions

Tons/yr of CO2 Emissions @ 15K mi/year	N/A	EPA Greenhouse Gas Score	N/A

Chassis

Weight Information

Standard Weight - Front	0.00 lbs	Standard Weight - Rear	0.00 lbs
Base Curb Weight	N/A	Gross Axle Wt Rating - Front	5200 lbs
Gross Axle Wt Rating - Rear	10400 lbs	Curb Weight - Front	4103 lbs
Curb Weight - Rear	2603 lbs	Option Weight - Front	0.00 lbs
Option Weight - Rear	0.00 lbs	Reserve Axle Capacity - Front	1097.00 lbs
Reserve Axle Capacity - Rear	7797.00 lbs	As Spec'd Curb Weight	6706.00 lbs
As Spec'd Payload	7294.00 lbs	Maximum Payload Capacity	7294.00 lbs
Gross Combined Wt Rating	26000 lbs	Gross Axle Weight Rating	15600.00 lbs
Curb Weight	6706.00 lbs	Reserve Axle Capacity	8894.00 lbs
Total Option Weight	0.00 lbs	Payload Weight Front	0 lbs
Payload Weight Rear	0 lbs	Gross Vehicle Weight Rating	14000.00 lbs

Trailering

Dead Weight Hitch - Max Trailer Wt.	N/A	Dead Weight Hitch - Max Tongue Wt.	N/A
Wt Distributing Hitch - Max Trailer Wt.	N/A	Wt Distributing Hitch - Max Tongue Wt.	N/A
Fifth Wheel Hitch - Max Trailer Wt.	N/A	Fifth Wheel Hitch - Max Tongue Wt.	N/A
Maximum Trailering Capacity	N/A		

Frame

Frame Type	Hydroformed Fully -Boxed	Sect Modulus Rails Only	N/A
Frame RBM	N/A	Frame Strength	N/A

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Chassis

Frame

Frame Thickness	N/A

Suspension

Suspension Type - Front	Short Long Arm Independent	Suspension Type - Rear	Semi-Elliptic Three-Stage Multi -Leaf Spring
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
Axle Ratio (:1) - Front	3.73	Axle Ratio (:1) - Rear	3.73
Shock Absorber Diameter - Front	51 mm	Shock Absorber Diameter - Rear	51 mm
Stabilizer Bar Diameter - Front	1.38 in	Stabilizer Bar Diameter - Rear	N/A

Tires

Front Tire Order Code	QZT	Rear Tire Order Code	QZT
Spare Tire Order Code	N/A	Front Tire Size	LT235/80R17E
Rear Tire Size	LT235/80R17E	Spare Tire Size	N/A
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	N/A	Front Wheel Material	Steel
Rear Wheel Material	Steel	Spare Wheel Material	N/A

Steering

Steering Type	Pwr Recirculating Ball	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	54.0 ft	Turning Diameter - Wall to Wall	N/A

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Chassis

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 x 1.6 in
Rear Brake Rotor Diam x Thickness	14 x 1.6 in	Drum - Rear (Yes or)	N/A
Rear Drum Diam x Width	N/A		

Fuel Tank

Fuel Tank Capacity, Approx	63.5 gal	Aux Fuel Tank Capacity, Approx	N/A
Fuel Tank Location	Front & Rear	Aux Fuel Tank Location	N/A

Dimensions

Interior Dimensions

Passenger Capacity	3	Front Head Room	43.03 in
Front Leg Room	44.53 in	Front Shoulder Room	66.06 in
Front Hip Room	60.09 in	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	171 in	Length, Overall w/o rear bumper	N/A
Length, Overall w/rear bumper	N/A	Length, Overall	264.24 in
Width, Max w/o mirrors	80.84 in	Height, Overall	80.1 in
Overhang, Front	N/A	Overhang, Rear w/o bumper	N/A
Front Bumper to Back of Cab	126.55 in	Cab to Axle	84.5 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	89.15 in
Ground Clearance, Front	8.15 in	Ground Clearance, Rear	8.15 in
Body Length	0.00 ft	Cab to Body	N/A

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Dimensions

Cargo Area Dimensions

Cargo Box Width @ Top, Rear	N/A	Cargo Box Width @ Floor	N/A
Cargo Box Width @ Wheelhousings	N/A	Cargo Box (Area) Height	N/A
Tailgate Width	N/A	Cargo Volume	N/A
Ext'd Cab Cargo Volume	N/A		

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ALAN JAY FLEET SALES

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

ACKNOWLEDGEMENT OF ORDER

Dealers are to confirm receipt of order and return this confirmation of order form by fax or mail to the following location within seven (14) calendar days after receipt of purchase order.

Purchasing Agency	**MARATHON, CITY OF**				
Contact Person:	**BRANDON HARRIS**				
Address:	9805 OVERSEAS HIGHWAY				
City:	MARATHON	State:	FL	Zip Code:	33050
Phone #	(305) 766-8231	Fax #			
Alternate Contacts		Email Address:	HARRISB@CI.MARATHON.FL.US		
Name:ACCOUNTS PAYABLE_Email:accountspayable@ci.marathon.fl.us					

Your Purchase Order Number **LOI BH 10.27.26** (Purchase Order Number) was recieved on **10/27/2026** (Recieved Date)

In accordance with Sourcewell (formerly NJPA) contract number 2027 081325-NAF & 032824-NAF, the order was placed with the manufacturer.

TOTAL QUANTITY ORDERED: 1 UNITS

Ordered Date	PRODUCTION#_COLOR
1/16/2025	SF207102_WHITE

DELIVERY TIMING WILL BE IN ACCORDANCE WITH THE MANUFACTURERS PRODUCTION SCHEDULE

Dealership:	ALAN JAY FLEET				
Address:	2003 U.S. 27 SOUTH				
City:	SEBRING	State:	FL	Zip Code:	33870
Contact Person:	**ASHLEE WILSON**	*"I Want to be Your Fleet Provider"*			

Direct (863) 402-4234 FAX (863) 402-4221 EMAIL: Ashlee.Wilson@AlanJay.com

Alan Jay Fleet would like to take this opportunity to remind our customers that our low bid price was offered with prompt payment in mind. To avoid extra interest costs please notify us of anything you are lacking from us to help expedite prompt payment. Please write the name & phone number of the person responsible for approving payment below and fax this back to us. Thank you, we appreciate your patronage.

Name:_____ Phone:_____

Always insure you have an order acknowledgement for every PO. If you do not have one, then you do not have an order. A confirmation of fax does NOT equal a placed order.

ALAN JAY FLEET SALES

Sourcewell Formerly NJPA
Awarded Contract

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

Quote **75513-3**

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

ORIGINAL QUOTE DATE
10/1/2026

FLEET WINDOW STICKER

REVISED QUOTE DATE
10/28/2026

REQUESTING AGENCY **MARATHON, CITY OF**
CONTACT PERSON **BRANDON HARRIS** EMAIL HARRISB@CI.MARATHON.FL.US
PHONE **305-766-8231** MOBILE FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2027 081325-NAF & 03 www.NationalAutoFleetGroup.com

MODEL CK31403 1WT

2025 CHEVY SILVERADO 3500HD REGULAR CAB CHASSIS 4WD DRW WT 84" CA

CUSTOMER ID

CHECKED IN BY: _____

BED LENGTH	84" CA

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

FACTORY OPTIONS	DESCRIPTION	
1WT	OPTIONS Work Truck Preferred Equipment Group	
5N5	Rear Camera Kit.	
9L3	Spare tire delete	
9L7	Upfitter switch kit, (5)	
AKO	Glass, deep-tinted	
AZ3	Seats, front 40/20/40 split-bench	
C49	Defogger, rear-window electric	
DD8	Mirror, inside rearview auto-dimming	
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass	
FE9	Emissions, Federal requirements	
GAZ	EXTERIOR COLOR SUMMIT WHITE	
GT4	Rear axle, 3.73 ratio	
H2G	Jet Black, Vinyl seat trim	
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	
KI4	Power outlet, interior, 120-volt (400 watts)	
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	
MKM	Transmission, Allison 10-Speed automatic	
PCV	WT Convenience Package	
PYW	Wheels, 17" (43.2 cm) painted steel	
QZT	Tires, LT235/80R17E all-terrain, blackwall	
V46	Bumper, front chrome	
DMU	Dealer Markup	
DISCOUNT	Government Discount	

FACTORY OPTIONS

CONTRACT OPTIONS	DESCRIPTION	
NEW-TAG	New tag Includes temp tag & two way overnight shipping for signature.(specify state, county, city, sheriff, etc.)	
EWD	EXTENDED WARRANTY DECLINED	
K 6132D54J	Knapheide 11' DRW Wide utility body 54'' Load Floor for 84'' CA (GMC/CHEVY Req's GTY) (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)	
K FFK-G	Knapheide Fuel Fill Kit for pickup bed removal applications with GAS engine.	
K VA CONTRACTOR	VANAIR 14HP KOHLER 5KW PEAK AC GENERATOR 4.2KW CONTINUOUS 20 CFM RECIPROCATING COMPRESSOR 30 GAL. AIR STORAGE 1.9 GAL. FUEL STORAGE BATTERY INCLUDED	
806-1206-PU	XANTREX 600W pure sine inverter mounted behind front passenger seat or under rear passenger seat with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation, appropriate gauge wire for distance from battery, heat shrink connectors and wire loom.	

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2027 081325-NAF & 03 www.NationalAutoFleetGroup.com

K LG13-2PC-SB	Maxon C2-54-1342 TP38 1300 lb capacity service body lift gate 49'' x 38''+ 4'' 2- PC (includes duplicate STT lights).	
K 7/4 WIRE	7 way flat camper trailer wiring with 4 prong flat	
K CLV-SB	Class V Hitch for Service Body	
K CAMERA	INSTALL FACTORY ORDERED CAMERA IN UTILITY BODY.	
STEP3-REG	3'' black tubular cab step for regular cab pickup.	
DTF 2 TRK	Deep tint film installed on front two door glass and rear window.	
9L7-INST	GM UPFITTER SWITCH INSTALL.	
OTPC	ONE TIME PRICE CONCESSION	

CONTRACT OPTIONS

#Name?

TRADE IN

	2015 FORD F350 WHI 101563 Miles VIN: 1FDAF3GY5 F3C27263	
	2015 FORD F250 WHI 114855 Miles VIN: 1FT7X2B64 FEB95684	

VIN: 1GB3KSE74 SF207102 TECH: NA **Order Number: SF207102**

INSTALL PERFORMED BY

Comments

VEHICLE QUOTED BY **ASHLEE WILSON** **GOVERNMENT ACCOUNT MANAGER** Ashlee.Wilson@AlanJay.com

COUNCIL AGENDA STATEMENT

Meeting Date: November 10, 2026

To: Honorable Mayor and City Councilmembers

From: Dan Saus, Utility Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-114,** Approving A Sovereignty Submerged Lands Easement With The Florida Department Of Environmental Protection On Behalf Of The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For Submerged Lands Located Within Vaca-Cut Channel; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The attached easement agreement from FDEP is required in order to complete the sub-aqueous crossing under Vaca Cut for the deep injection well project. FDOT no longer allows piping to be connected to their bridges and therefore the only alternative is a sub-aqueous crossing. All effluent from City's Areas 3, 4, & 5 Treatment facilities must cross past the Vaca Cut in order to reach the destination at Area 6 treatment facility on Coc Plum Dr. where the new deep injection well is to be located. Staff recommends approval of the easement agreement.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	_____	____
2. Other _____	____	____

FISCAL NOTE:

Approved by Finance Director: _____

RECOMMENDATION: **Council Approve Resolution**

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A SOVEREIGNTY SUBMERGED LANDS EASEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ON BEHALF OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR SUBMERGED LANDS LOCATED WITHIN VACA-CUT CHANNEL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon (the "City") is required to complete the deep injection well project ; and

WHEREAS, In order to be able to pump the effluent from Service Areas 3, 4, & 5 treament facilties to the new deep well location on Coco Plum Drive; and

WHEREAS, The state of Florida requires a submerged land easement in order to cross Vaca Cut and allow us to complete our court orded project; and

WHEREAS, approval of this Sovereignty Submerged Lands Easement is in the best interest of the City.

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

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

Section 2. The attached Sovereignty Submerged Lands Easement is hereby approved. The Mayor is authorized to execute the Agreement on behalf of the City.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10 DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____

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:

_____
City Attorney

This Instrument Prepared By:
Ramsey Dennis
Action No. 53112
Bureau of Public Land Administration
3800 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS EASEMENT

EASEMENT NO. 43398
BOT FILE NO. 444003806
PA NO. 44-0469535-001-EI

THIS EASEMENT is hereby granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Grantor.

WITNESSETH: That for the faithful and timely performance of and compliance with the terms and conditions stated herein, the Grantor does hereby grant to City of Marathon, Florida, hereinafter referred to as the Grantee, a nonexclusive easement on, under and across the sovereignty lands, as defined in 18-21.003, Florida Administrative Code, if any, contained within the following legal description:

> A parcel of sovereignty submerged land in Section 05, Township 66 South, Range 33 East, in Vaca Cut Channel, Monroe County, Florida, containing 13,405 square feet, more or less, as is more particularly described and shown on Attachment A, dated June 11, 2026.

TO HAVE THE USE OF the hereinabove described premises for a period of 50 years from August 19, 2026, the effective date of this easement. The terms and conditions on and for which this easement is granted are as follows:

1. USE OF PROPERTY: The above described parcel of land shall be used solely for construction, operation, and maintenance of a wastewater utility force main and Grantee shall not engage in any activity related to this use except as described in the State of Florida Department of Environmental Protection Environmental Resource Permit Consolidated Environmental Resource Permit No. 44-0469535-001-EI, dated August 6, 2026, incorporated herein and made a part of this easement by reference. All of the foregoing subject to the remaining conditions of this easement.

2. EASEMENT CONSIDERATION: In the event the Grantor amends its rules related to fees and the amended rules provide the Grantee will be charged a fee or an increased fee for this activity, the Grantee agrees to pay all charges required by such amended rules within 90 days of the date the amended rules become effective or by a date provided by an invoice from the Department, whichever is later. All fees charged under this provision shall be prospective in nature; i.e. they shall begin to accrue on the date that the amended rules become effective.

3. WARRANTY OF TITLE/GUARANTEE OF SUITABILITY OF USE OF LAND: Grantor neither warrants title to the lands described herein nor guarantees the suitability of any of the lands for any particular use.

4. RIGHTS GRANTED: The rights hereby granted shall be subject to any and all prior rights of the United States and any and all prior grants by the Grantor in and to the submerged lands situated within the limits of this easement.

5. DAMAGE TO EASEMENT PROPERTY AND INTERFERENCE WITH PUBLIC AND PRIVATE RIGHTS: Grantee shall not damage the easement lands or unduly interfere with public or private rights therein.

6. GRANTOR'S RIGHT TO GRANT COMPATIBLE USES OF THE EASEMENT PROPERTY: This easement is nonexclusive, and the Grantor, or its duly authorized agent, shall retain the right to enter the property or to engage in management activities not inconsistent with the use herein provided for and shall retain the right to grant compatible uses of the property to third parties during the term of this easement.

7. RIGHT TO INSPECT: Grantor, or its duly authorized agent, shall have the right at any time to inspect the works and operations of the Grantee in any matter pertaining to this easement.

8. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Grantee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

9. ASSIGNMENT OF EASEMENT: This easement shall not be assigned or otherwise transferred without prior written consent of the Grantor or its duly authorized agent and which consent shall not be unreasonably withheld. Any assignment or other transfer without prior written consent of the Grantor shall be null and void and without legal effect.

10. TERMINATION: The Grantee, by acceptance of this easement, binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Grantee, its successors and assigns. In the event the Grantee fails or refuses to comply with the provisions and conditions herein set forth or in the event the Grantee violates any of the provisions and conditions herein, this easement may be terminated by the Grantor upon 30 days written notice to the Grantee. If terminated, all of the above-described parcel of land shall revert to the Grantor. Any costs or expenses incurred by the Grantor in removing the Grantee or its property from the easement area shall be paid by the Grantee. All notices required to be given to the Grantee by this easement or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Marathon
2805 Overseas Highway
Marathon, Florida 33050

The Grantee agrees to notify the Grantor by certified mail of any changes to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Grantee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this easement which result from the grant of this easement or the activities of Grantee hereunder.

12. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Grantee does not remove said structures and equipment occupying and erected upon the premises after expiration or cancellation of this easement, such structures and equipment will be deemed forfeited to the Grantor, and the Grantor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Grantee at the address specified in paragraph 10 or at such address on record as provided to the Grantor by the Grantee. However, such remedy shall be in addition to all other remedies available to Grantor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

13. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Grantor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

14. AMENDMENT/MODIFICATIONS: This easement is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this easement must be in writing and must be accepted, acknowledged and executed by the Grantee and Grantor.

15. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Grantor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

16. ADDITIONAL STRUCTURES OR ACTIVITIES/EMERGENCY STRUCTURAL REPAIRS: No additional structures shall be erected and/or activities undertaken, including but not limited to, dredging, relocation/realignment or major repairs or renovations made to authorized structures, on, in or over sovereignty, submerged lands without the prior written consent from the Grantor, with the exception of emergency repairs. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Grantee to administrative fines under Chapter 18-14, Florida Administrative Code. If emergency repairs are required to be undertaken in the interests of public health, safety or welfare, the Grantee shall notify the Grantor of such repairs as quickly as is practicable; provided, however, that such emergency activities shall not exceed the activities authorized by this easement.

17. UPLAND RIPARIAN PROPERTY INTEREST: During the term of this easement, Grantee must have satisfactory evidence of sufficient upland interest as defined in subsection 18-21.003(65), Florida Administrative Code, to the extent required by paragraph 18-21.004(3)(b), Florida Administrative Code, in order to conduct the activity described in this easement. If at any time during the term of this easement, Grantee fails to comply with this requirement, use of sovereignty, submerged lands described in this easement shall immediately cease and this easement shall terminate and title to this easement shall revert to and vest in the Grantor immediately and automatically.

[*Remainder of page intentionally left blank; Signature page follows*]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this instrument on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

(SEAL)

BY: _____

Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida

Florida Department of Environmental Protection
Division of State Lands
3800 Commonwealth Blvd
Tallahassee, FL 32399

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

10/25/2026

DEP Attorney Date

_____

Notary Public, State of Florida

_____

Printed, Typed or Stamped Name

My Commission Expires:

_____

Commission/Serial No._____

WITNESSES:

Signature:_____

Printed Name:_____

Address: _____

_____

Signature:_____

Printed Name:_____

Address:_____

_____

City of Marathon, Florida (SEAL)

BY: _____
Original Signature of Executing Authority

Lynny Del Gaizo
Typed/Printed Name of Executing Authority

Mayor
Title of Executing Authority

City of Marathon
2805 Overseas Highway
Marathon, Florida 33050

"GRANTEE"

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of __ physical presence or __online notarization this _____ day of _____, 20____, by Lynny Del Gaizo as Mayor, for and on behalf of City of Marathon, Florida. She is personally known to me or who has produced _____, as identification.

My Commission Expires:

_____

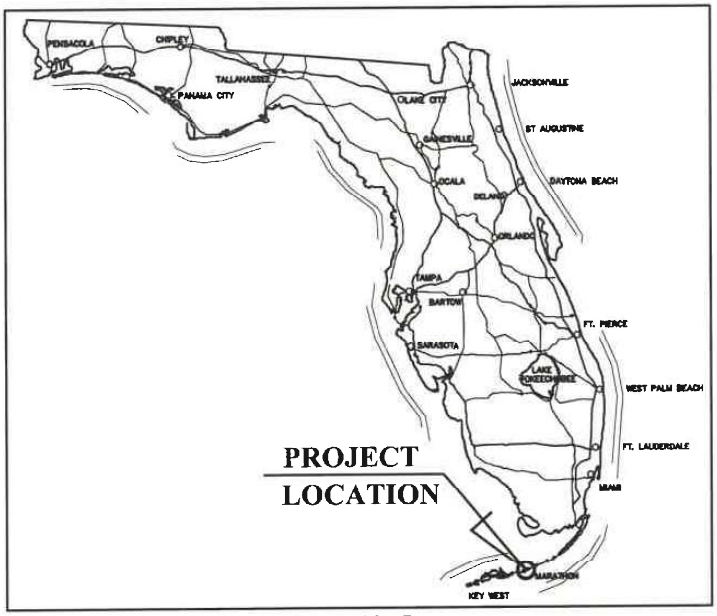
Commission/Serial No._____

_____
Signature of Notary Public

Notary Public, State of_____

_____
Printed, Typed or Stamped Name

SKETCH AND DESCRIPTION
FOR
VACA CUT / U.S. 1 (OVERSEAS HIGHWAY)
SECTION 5, TOWNSHIP 66 SOUTH, RANGE 33 EAST
MONROE COUNTY, FLORIDA



NOT TO SCALE

THIS SURVEY IS ONLY FOR THE BENEFIT OF:

THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

DAVID J. HYATT CERTIFICATE No. 5834 STATE OF FLORIDA Professional Surveyor & Mapper

Digitally signed by David Hyatt
DN: cn=David Hyatt gn=David Hyatt c=US United States l=US United States o=Aoex ou=Survey e=djh@johnsoneng.com
Reason: I am the author of this document
Location:
Date: 2026-06-11 14:05-04:00

THIS SURVEY HAS BEEN DIGITALLY SIGNED BY:
DAVID J. HYATT (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5834
ON THE DATE ADJACENT TO THE SEAL.

THIS CERTIFICATION IS TO THE DATE OF LAST FIELD WORK AS SHOWN IN NOTE 1 AND NOT THE SIGNATURE DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED, AND THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

NOTES:
1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. COORDINATES AND HORIZONTAL DATA SHOWN HEREON ARE IN FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE BASELINE OF RIGHT-OF-WAY S.R. No.5 (OVERSEAS HIGHWAY) STA. 327+00 THRU STA. 331+00 AS BEING N.77°20'13"E.
4. PARCEL CONTAINS 13,405 SQUARE FEET OR 0.307 ACRES, MORE OR LESS.
5. P.O.C. = POINT OF COMMENCEMENT
6. P.O.B. = POINT OF BEGINNING
7. PB = PLAT BOOK/PAGE
8. R/W = RIGHT-OF-WAY
9. NOT A FIELD SURVEY.
10. DESCRIPTION REFERS TO ACTUAL MEAN HIGH WATER LINE NOT APPROXIMATE.

REVISIONS:

1. REVISED PER COMMENTS, 06/11/2026.

JOHNSON ENGINEERING — An Apex Company

JOHNSON ENGINEERING, LLC.
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE: (239) 434-0333
E.R. #642 & L.B. #642

VACA-CUT BRIDGE
SOVEREIGN SUBMERGED LAND EASEMENT
MONROE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/2026	24100006	05-66-33	AS SHOWN	1 of 3

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.062, F.A.C.

G:\2024\24100006\Surveying\Submerged Land Lease\Survey\VACA CUT\24100006-Submerged Land Lease - Rev01.dwg (Cover) Ron.Yurick Jun 11, 2026 - 1:13pm

DESCRIPTION

Being a portion of Key Vaca Cut (also known locally as Vaca Cut Channel or Vaca Cut), a channel in Monroe County, Florida, as shown on the USGS Marathon quadrange map (or NOAA Chart 11451) as located in in Section 5, Township 66 South, Range 33 East, Monroe County, Florida and being more particularly described as follows:

Commencing at the northeast corner of Section 5, Township 66 South, Range 33 East, Monroe County, Florida, Thence run South 22°53'19" East, along the East line of the northeast quarter of said Section 5, for a distance of 178.87 feet to it's intersection with the centerline alignment of State Road 5 (U.S. 1 / Overseas Highway) as shown on the Right of Way Monumentation Map, Section No. 90030 & 90040 From Mile Marker 46.8 to Mile Marker 54.0 F.P. Number 444490-1 Dated 12-18-2023 at Station 379+97.99; Thence run along said alignment South 67°06'41" West, for a distance of 1,630.09 feet to a point of curve to the right having a radius of 2,864.79 feet and a central angle of 10°13'32"; thence westerly along said alignment and the arc a distance of 511.28 feet, having a chord bearing of South 72°13'27" West and a chord distance of 510.60 feet to a point of tangency; thence South 77°20'13" West, along said alignment, for a distance of 2,856.17 feet to Station 330+74.07 on said alignment; Thence run South 12°39'47" East perpendicular to said alignment for a distance of 10.00 feet to a point on the mean high water line of Vaca Cut and the Point of Beginning. Thence run South 12°39'47" East, along said mean high water line for 40.00 feet; Thence run South 77°20'13" West, parallel with said alignment, for a distance of 335.13 feet to it's intersection with the mean high water line of Vaca Cut; Thence North 12°39'47" West, along said mean high water line, for a distance of 40.00 feet; Thence North 77°20'13" East, parallel with said alignment, for a distance of 335.13 feet to the Point of Beginning. Containing 13,405.20 square feet or 0.30 acres more or less

FLORIDA DEP
BSM APPROVED
BY: Charles A. Botts
DATE 06/23/2026

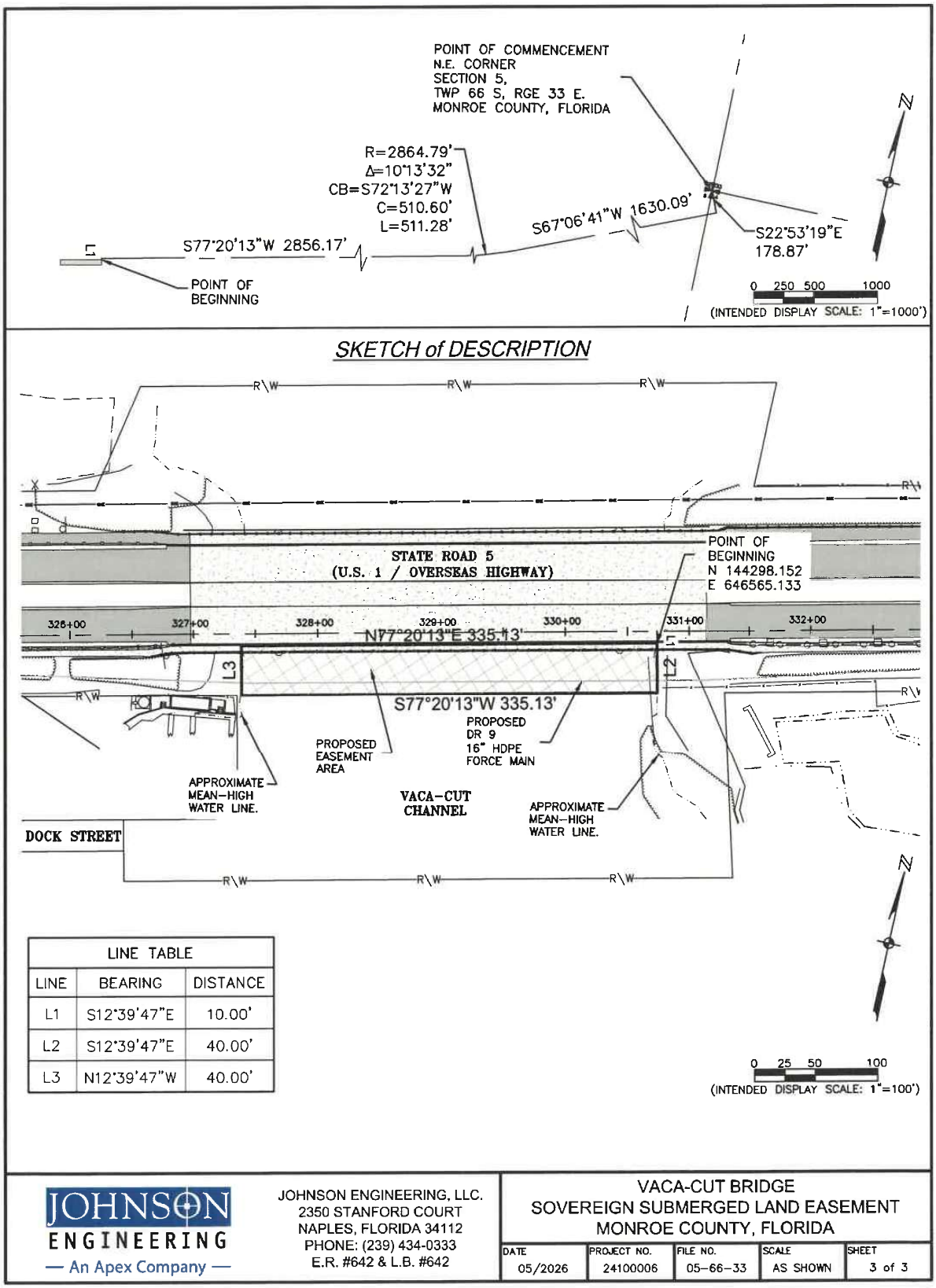
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JOHNSON ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING, LLC.
2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE: (239) 434-0333
E.R. #642 & L.B. #642

VACA-CUT BRIDGE
SOVEREIGN SUBMERGED LAND EASEMENT
MONROE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/2026	24100006	05-66-33	AS SHOWN	2 of 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S12°39'47"E	10.00'
L2	S12°39'47"E	40.00'
L3	N12°39'47"W	40.00'

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JOHNSON ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING, LLC.
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NAPLES, FLORIDA 34112
PHONE: (239) 434-0333
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VACA-CUT BRIDGE
SOVEREIGN SUBMERGED LAND EASEMENT
MONROE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/2026	24100006	05-66-33	AS SHOWN	3 of 3

Sponsored by: City Council

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN EMPLOYMENT AGREEMENT BETWEEN ALEXANDRA HELLER AND THE CITY OF MARATHON, FLORIDA FOR CITY ATTORNEY SERVICES; AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Marathon (the "City") establishes a Council-Manager form of government pursuant to which the City Attorney serves as chief legal advisor to the city council, the charter officers, and all city departments, officers, and agencies; and

WHEREAS, the City desires to employ the services of Alexandra Heller as City Attorney.

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

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

Section 2. The Employment Agreement between Alexandra Heller and the City of Marathon, Florida, attached hereto as Exhibit "A" (the "Agreement"), is approved. The Mayor is authorized to excute the Agreement on behalf of the City.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10 DAY OF NOVEMBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
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:

City Attorney

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this ____ day of _____ 2026, by and between the City of Marathon, Florida, a Florida municipal corporation (the "City") and Alexandra L. Heller ("City Attorney").

WITNESSETH:

WHEREAS, Section 7(4) of the City Charter provides that the City Attorney shall be the chief legal officer of the City and shall be a member of the Florida Bar in good standing; and

WHEREAS, the City Council is familiar with the qualifications of the City Attorney and that Alexandra L. Heller has practiced law in the State of Florida since 2018 and remains a member in good standing of the Florida Bar; and

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

WHEREAS, the City Attorney desires to be employed as the City Attorney for the City.

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

SECTION 1. DUTIES

The City Attorney 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 Attorney shall be responsible for all management, administration, supervision, and oversight of the City Attorney's Office.

The City Attorney shall manage the costs of specialized/outside counsel and liaison with specialized/outside legal counsel on all matters assigned thereto.

SECTION 2. TERM

There is no fixed term of employment established via this employment contract. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of the City Attorney 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 Attorney to resign at any time from the City Attorney position subject only to the provisions set forth in the City Charter and Section 11 of this Agreement.

SECTION 3. COMPENSATION

The City agrees to pay the City Attorney for her services rendered an annual base salary of $185,000.00 payable in equal biweekly installments. Beginning in calendar year 2027, any cost-of-living increases or other increases provided to non-represented employees will be provided at the same time to the City Attorney consistent with those provided to other City employees generally.

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 Attorney. Coverage will begin on the Effective Date. Should the City not be able to provide health insurance coverage immediately due to policy constraints, it will compensate the City Attorney for the cost of any COBRA policies for her family until they can be added to City's policy up to $3,000.00.

The City shall provide the City Attorney with coverage under its standard disability insurance policy.

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

SECTION 5. DEFERRED COMPENSATION AND RETIREMENT

The City shall pay, on the City Attorney's behalf, the same percentage of City Attorney's base salary as is paid by the City to any other City employees into the 401(a) Retirement Plan each pay period.

The City shall also provide City Attorney 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 Attorney's base salary, provided that such contribution shall not exceed the maximum allowable contribution as established annually by the **IRS.**

SECTION 6. VACATION, ADMINISTRATIVE, AND SICK LEAVE

The City Attorney 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. As the City Attorney is a current City employee, she shall retain all existing accumulated vacation and sick leave from her current position.

The City Attorney shall receive the same Sick Leave provided to other City employees.

Notwithstanding any limitations in the Employee Resource Guide, the City Attorney is entitled to accrue all vacation and sick leave in the same manner as all other City employees.

SECTION 7. AUTOMOBILE

The City Attorney shall be entitled to reimbursement for mileage at the IRS standard rate per mile for City related travel from City Hall and for tolls, parking and other direct expenses incurred during the performance of the City Attorney's services, understanding that the City Attorney shall use her personal automobile for City business. No automobile reimbursement will be provided for commuting or travel within the City. Mileage out of town will be reimbursed or the use of a City vehicle will be provided.

SECTION 8. PROFESSIONAL DEVELOPMENT

The City Attorney is required to continue professional legal training for the benefit of City. The City Attorney is required to earn the necessary continuing legal education (CLE) credit hours to maintain her licensure with the Florida Bar. The City agrees to budget for and pay for reasonable and customary travel and subsistence expenses of the City Attorney to attend courses and seminars that are necessary for her required CLE credits and professional development related to City issues.

SECTION 9. GENERAL BUSINESS EXPENSES

The City shall pay reasonable and necessary professional dues and subscriptions for the City Attorney to participate in national, regional, state, and local associations and organizations essential for the City Attorney's continued professional development. These include, but are not limited to, the Florida Bar, the City, County & Local Government Section of the Florida Bar, the Florida Municipal City Attorneys Association, the International Municipal Lawyers Association, and the American Bar Association. The City shall also pay for the necessary research materials necessary for the proper performance of legal research including Westlaw access, an annual set of Florida Statute books, the Florida Rules of Court and any other essential research materials.

SECTION 10. EQUIPMENT AND OFFICE SPACE

The City shall provide the City Attorney with the use of desktop and laptop computers with appropriate software, a cellular telephone (smartphone) and such other equipment as may be necessary for the City Attorney to make herself available to perform her 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.

The City shall provide the City Attorney with sufficient space, furniture, and equipment to staff the City Attorney's Office for both the City Attorney and one (1) support staff, subject to approval in the City's annual budget.

SECTION 11. TERMINATION AND SEVERANCE PAY

The City Attorney 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 Attorney 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 Attorney of the decision of the City Council not less than thirty (30) days prior to the effective date of the termination of employment. Upon receipt of the written notice of termination, the City Attorney shall have the option to revert to her position as Deputy City Attorney or be entitled to a lump sum or installments 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 Attorney's rate of pay on the date of separation from employment. The City Attorney shall be entitled to receive payment for any accrued and unused vacation or sick leave time so accrued at the conclusion of her employment.

The City shall not be required to pay severance payment set forth in the above paragraph in the event the City Council terminates the employment of the City Attorney because of an adjudication of guilt of any felony, revocation or expiration of membership in the Florida Bar, or because of a finding of misconduct as defined by Section 443.036(29), Florida Statutes. Severance pay is prohibited if the City Attorney 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) 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 Attorney voluntarily and under free will resigns the position of City Attorney. If the City Attorney voluntarily resigns, then she 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 Attorney. The City Attorney shall have the option to revert to her position as Deputy City Attorney.

Should the City Attorney be permanently disabled or otherwise unable to perform her duties, or have her duties performed on her behalf, because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks, the City shall have the right to terminate this Agreement subject to the severance provisions in this Section, provided that such termination is in full compliance with applicable State and Federal laws.

Unless otherwise specified in this Agreement, should the City Attorney leave the employ of the City, the City Attorney, or her beneficiary, shall be entitled to receive payment of all accrued and unused vacation, administrative, and sick leave, calculated at the City Attorney's rate of pay in effect upon the date of termination.

SECTION 12. MOVING AND RELOCATION EXPENSES

N/A

SECTION 13. 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 Attorney. This section shall survive the termination of this Agreement or any other separation of the City Attorney's employment.

The City shall furnish and provide the City Attorney with insurance protection including comprehensive general liability and errors and omissions coverage applicable to all acts or omission of the City Attorney arising out of her employment, and will defend, save harmless, and indemnify the City Attorney against any tort, professional liability claim or demand, or other legal action arising out of an alleged act or omission occurring in their performance of the City Attorney's duties.

SECTION 14. BOND

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

SECTION 15. 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 Attorney: City Attorney, 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 16. HOURS OF WORK

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

The City Attorney will devote full time and effort to the performance of the City Attorney's duties, and shall remain in the exclusive employ of the City during the Term of this Agreement, provided that, with the prior consent of the City, the City Attorney may accept temporary, outside professional employment which will not in any way interfere with the performance of, or the City Attorney's availability for the performance of her duties hereunder. The term "outside professional employment" means professional services provided to third parties for which the City Attorney is compensated, and which are performed on the City Attorney's time off. The City encourages the City Attorney to accept invitations to speaking engagements or other opportunities to communicate with the community, subject to the rules regarding confidentiality and attorney client privilege to make use of and share data and information with relevant persons and groups, and encourages the City Attorney 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 Attorney to perform her duties.

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

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 Attorney without the written consent of the City Attorney.

SECTION 18. EFFECTIVE/ANNIVERSARY DATES

This Agreement shall become effective on November 12, 2026. Accordingly, November 12 of each succeeding year shall be the Anniversary Date of the City Attorney's employment with the City.

SECTION 19. OPERATION OF THE CITY ATTORNEY'S OFFICE

The City Attorney shall have the responsibility for the management and operation of the City Attorney's Office, subject to Section 7(4)(b) of the City Charter and the limitations imposed by the annual operating budget of the City Attorney's Office. The City Attorney shall have the sole discretion regarding personnel decisions within the City Attorney's Office, subject to budgetary constraints. The City Attorney shall manage outside counsel.

SECTION 20. ETHICAL COMMITMENTS

The City Attorney 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 Attorney in keeping these commitments by refraining from any order, direction, or request that would require the City Attorney to undertake any of the aforementioned activities. Specifically, neither the City Council nor any individual member thereof shall request the City Attorney 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 Attorney voluntarily agrees to this and shall not cause this provision to formulate any claim against the City whatsoever. The City Attorney acknowledges the above is in no way a restriction on her freedom of speech, and if so claimed is deemed immediately invalid.

SECTION 21. 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 Attorney

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.

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 Attorney dies during the term of her employment, the City shall pay to the beneficiary of the City Attorney the compensation which would otherwise be payable to the City Attorney up to the end of the month in which her death occurs.

This Agreement will be construed and interpreted according to its language and not strictly against either the City Attorney 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.

CITY OF MARATHON

_____ _____

Alexandra L. Heller 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

_____

City Attorney