

09-17-2026 Proposed Changes – Regular Meeting

Under Item 5 – Committee & Department Reports

5g. Addendum to the Beautification Report

Under Item 7 – Discussion/Action Items

7h. Discussion/Approval of a Proposal from The Blind Factory for Window Treatments in the Amount of \$34,500

7i. Discussion/Approval of an Interlocal Agreement between the City of Key Colony Beach and the City of Marathon for the Transfer of Affordable Housing Residential Allocations

7j. Discussion/Approval of an Engineering Services Agreement for the WRF Generator Replacement in the Amount of \$51,000

7k. Discussion/Approval of a Change Order Request from Mike Haack Excavating for the Shelter Bay Drive Project in the Amount of \$1,071,609.75

7l. Discussion/Approval of a Permit Extension Request for the property at 215 15th Circle

1. Owner's Request
2. Permit Application & Current Permit

Under Item 11 – Commissioners' Reports and Comments

11a. Commissioner Harding: Addendum of the September 14, 2026, Wastewater Report

September 2026 - Beautification Report

What's Your Hurry. Brightview planted 3 Geiger trees. PW is busy watering them.

Kapok garden. Due to continued iguana activity, Mike replaced the row of Crotons with another row of trinettts. Iguanas do not eat trinettts.

Hanging Baskets, Bridge and Post Office Flowers. Continued maintenance on the baskets, bridge and PO flowers to keep them fertilized and watered.

PW building. Brightview planted ixoras along the foundation of the PW building. They also cleared the parking lot island, added a rock border and planted a row of ixoras. A few additional plants will be added for color.

Golf course. Brightview planted 5 Royal Poinciana trees along 8th ST.

Asking for Commission approval for the Hot Dogs in the Hut celebration on Saturday, February 27.

We purchased a 12 ft lighted holiday tree for Sunset park matching the two 9 ft trees we purchased last year.

We voted to award the Sadowski shopping center and Nauti Turtle the November Beautification award.

WINDOW TREATMENT PROPOSAL

Key Colony Beach City Hall

Prepared for	City of Key Colony Beach
Attention	Silvia Roussin City Clerk
City email	cityclerk@keycolonybeach.net
Project location	600 West Ocean Drive Key Colony Beach FL 33051
Proposal date	September 14 2026

Blind Factory proposes two coordinated approaches for the new City Hall. Both provide solar-control roller shades throughout the building. The Showcase package adds carefully selected automation and one decorative feature treatment while remaining below the City's stated \$35,000 budget.

Option comparison

Feature	Essential package	Showcase package
44 solar roller shades	Included	Included
Cordless operation	All shades	Most shades
Selective motorization	Not included	Approximately 4 to 6 shades
Decorative podium treatment	Not included	Included
Freight and installation	Included	Included
Proposed investment	\$27,500	\$34,500

Our recommendation

The Showcase City Hall Package is recommended. It protects the building's core functional needs while directing premium features to the public-facing locations where they provide the greatest visual and operational benefit.

Option 1 Essential Solar Shade Package

\$27,500 complete installed price

A practical whole-building package designed for glare reduction, daytime solar control, a consistent appearance and straightforward operation.

Included scope

- Forty-four custom roller shades covering the identified storefront openings SFW1 through SFW7.
- Universal Window Coverings Nordic Screen 5 percent solar fabric in Sable Ash Pearl or approved equivalent.
- Soft Lift cordless operation for a clean appearance and simple maintenance.
- Square cassette or fascia treatment with coordinated light-finish hardware.
- Inside-mount installation where field conditions permit.
- Welded bottom rails and standard roll direction.
- Estimated freight delivery professional installation and final operational check.

Opening schedule

Opening	Quantity	Width	Height
SFW1	15	47 in	31 1/2 in
SFW2	4	71 1/2 in	47 1/2 in
SFW3	11	71 1/2 in	63 1/2 in
SFW4	3	95 1/2 in	71 1/2 in
SFW5	5	59 1/2 in	63 1/2 in
SFW6	3	35 1/2 in	23 1/2 in
SFW7	3	68 1/2 in	35 1/2 in

Design note The SFW4 double-window openings are priced as one shade across each full opening rather than splitting at the mullion.

Option 2 Showcase City Hall Package

\$34,500 complete installed price

Recommended This package includes the entire Essential scope and adds selective premium features in the locations that matter most.

Selective motorization

- Motorization for approximately four to six frequently adjusted or difficult-to-reach shades.
- Rechargeable motor system with compatible controls subject to final size and product validation.
- Control setup programming and operational demonstration.
- Final motor locations selected with City representatives during the field verification visit.

Decorative podium feature treatment

- Two stationary Horizons side panels framing the confirmed podium or feature window.
- Deane Embroidery fabric in Sterling with a tailored two-finger crown pleat.
- Premium lining and bead-weighted bottom hems for a finished stationary presentation.
- Smooth two-inch walnut wood pole with simple end-cap finials matching rings and required support brackets.
- Final rod width and panel placement confirmed after the northwest podium window is positively identified and field measured.

Why this option

The Showcase package keeps the majority of the project practical and economical while giving City Hall a finished public-facing focal point. Selective motors improve accessibility without burdening every opening with unnecessary equipment.

Showcase investment summary

Complete Essential Solar Shade Package	Included
Selective automation and decorative feature upgrades	Included
Total proposed investment	\$34,500

Project conditions

- This proposal is based on architectural storefront dimensions and is subject to final field measurement before fabrication.
- The northwest podium or feature window and its finished decorative-rod width must be confirmed before the Horizons treatment is ordered.
- Motor quantities locations controls and product compatibility will be finalized after field verification.
- Fabric color hardware finish and final decorative placement are subject to City approval.
- Decorative fabric is subject to architect approval and any flame-resistance documentation or treatment required for a public building.
- Pricing assumes clear and reasonable installation access during normal working hours. Unforeseen electrical structural or access work is excluded unless added in writing.
- Sales tax is excluded based on receipt and verification of the City's current Florida Consumer's Certificate of Exemption.
- No product will be released for fabrication until final specifications and written authorization are received.

Proposal validity

Pricing is valid for 30 days and may be adjusted for manufacturer price changes design revisions or changes in measured quantities before written acceptance.

Option selection

Select	Package	Investment
☐	Essential Solar Shade Package	\$27,500
☐	Showcase City Hall Package	\$34,500

Authorized representative _____

Date _____

Printed name _____

Title _____

Thank you for the opportunity to serve Key Colony Beach locally.

**INTERLOCAL AGREEMENT BETWEEN
KEY COLONY BEACH AND THE CITY OF MARATHON
TRANSFERRING AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2026, by and between Key Colony Beach, a municipal corporation of the State of Florida, whose address is 600 W. Ocean Drive, Florida 33051 ("KCB") and the City of Marathon, a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, Florida 33050 ("Marathon");

WITNESSETH:

WHEREAS, Key Colony Beach and the City of Marathon recognize the value of regional partnerships in smart growth; and

WHEREAS, Objective 1-4.1 of the City of Marathon Comprehensive Plan allows Workforce-Affordable Housing Building Permit Allocations to be accepted from local government jurisdictions within the Florida Keys Area of Critical State Concern, if accomplished through an interlocal agreement between the sending and receiving local governments; and

WHEREAS, Chapter Five (5) of the City of Marathon comprehensive Plan identifies goals, objectives and policies to provide for development pursuant to intergovernmental coordination and interlocal agreements; and

WHEREAS, Key Colony Beach and the City of Marathon recognize the potential economic value of such transferable affordable allocations; and

WHEREAS, this Agreement is entered into according to the authority of Florida Statutes, Section 163.01, *et. seq.*, Florida Interlocal Cooperation Act of 1969, which states:

"It is the purpose of this section to permit local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, the comprehensive plans of Key Colony Beach and the City of Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, KCB hereby agrees to transfer to Marathon fifty (50) affordable workforce housing early evacuation allocations to allow Marathon to allocate units as deed restricted affordable housing.

WHEREAS, the parties have determined that this Agreement is in the best interests of the public.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. TRANSFER: The parties agree to permit the transfer of up to fifty (50) affordable workforce housing early evacuation allocations from Key Colony Beach to the City of Marathon, and subject to the conditions contained therein, including but not limited to:

a. The filing of a 99 year Affordable Housing Deed Restriction on all of the fifty (50) affordable housing units pursuant to this Agreement and the applicable requirements of the Code of Ordinances, City of Marathon, Florida and the applicable provisions of the Florida Building Code.

b. The affordable housing shall be solely in the categories set forth in Section 104.03 of the Marathon Land Development Regulations entitled "Affordable Housing."

c. The deed restricted units must meet all requirements of Section 104.02.1 of the Marathon Land Development Regulations entitled "Affordable--Early Evacuation Residential Unit".

Section 2. ASSIGNMENT: Key Colony Beach has assigned its rights to the affordable allocations to Marathon.

Section 3. TERM: Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force until fully performed by the parties.

Section 4. GOVERNING LAWS/VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida and the United States. Exclusive venue for any dispute arising under this Agreement shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs. This Agreement is not subject to arbitration.

Section 5. NONDISCRIMINATION: The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. s.

1975, as amended (42 U.S.C. ss. 6101-6107)), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, ss. 523 and 527, (42 U.S.C. ss. 290 dd-3 and 290 ee03), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. s. 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.021, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; and (9) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.

Section 6. CODE OF ETHICS: The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 7. NO SOLICITATION/PAYMENT: The parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not been paid or agreed to pay any person, company, corporation, individuals, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach of violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 8. SUBORDINATION: This Agreement is subordinate to the laws and regulations of the United States and the State of Florida, whether in effect on commencement of this Agreement or adopted after that date.

Section 9. INCONSISTENCY: If any item, condition, or obligation of this Agreement is in conflict with other items of this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limited the City of KCB's responsibility and liability.

Section 10. PUBLIC ACCESS TO RECORDS: The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Section 11. NON-RELIANCE BY NON-PARTIES: Other than as stated herein, no person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to

enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the parties agree that neither KCB nor Marathon or any agent, officer, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

Section 12. NO PERSONAL LIABILITY: No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 13. NOTICES: All notices and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to KCB: Freddie Foster
 Mayor
 PO Box 510141
 Key Colony Beach, Florida 33051

 John Bartus
 City Administrator
 PO Box 510141
 Key Colony Beach, Florida 33051

With a copy to: Silvia Roussin
 City Clerk
 PO Box 510141
 Key Colony Beach, Florida 33051

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

 Brian Shea
 Planning Director
 City of Marathon
 9805 Overseas Highway
 Marathon, FL 33050

With a copy to: City Attorney
 City of Marathon
 9805 Overseas Highway

Any notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered, or sent by overnight delivery service.

Section 14. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

Section 15. MISCELLANEOUS: Each party represents and warrants to the other that the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate or other organizational action, as required.

Section 16. COUNTERPARTS: This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

Section 17. SEVERABILITY: The provisions of this ILA are declared to be severable, and if any sentence, section, clause or phrase of this ILA shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 18. EFFECTIVE DATE: This Agreement shall take effect on the date set forth above.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

THE CITY OF KEY COLONY BEACH,
FLORIDA

ATTEST:

By: _____
SILVIA ROUSSIN
City Clerk

By: _____
Freddie Foster, Mayor
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Dirk Smits, Attorney

ATTEST:

THE CITY OF MARATHON, FLORIDA

DIANE CLAVIER
City Clerk

By: _____
Lynny Del Gaizo, Mayor
Date: _____

(City Seal)

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

By: _____
Steve Williams
City Attorney



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

September 15, 2026

The Honorable Freddie Foster, Mayor
City of Key Colony Beach
600 West Ocean Drive
Key Colony Beach, FL 33051

RE: Engineering Services Agreement
WRF Generator Replacement
City of Key Colony Beach, Florida
CPH Project No. 0604-24-1

Dear Mayor Foster:

In accordance with our Agreement for Continuing Consulting Engineering Services, we are pleased to present the following proposal for Engineering Services associated with replacement of the City of Key Colony Beach's water reclamation facility (WRF) diesel generator. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to City of Key Colony Beach, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The WRF's existing 250 kW diesel generator was constructed on a reinforced-concrete-pile-supported pad. 6.92' (NGVD) is the most recent surveyed top of pad elevation. The existing generator and fueling components are over 25 years old and nearing the end of their service life. Repair and service costs are increasing, and replacement parts are becoming more difficult to obtain related to electrical and mechanical components.

The enclosed scope of work includes:

- Removal of the existing generator.
- Replacement of corroded fueling system components.
- Replacement of applicable conduits and conductors.
- Replacement of instrumentation components.
- Installation of a new diesel generator with weather-proof enclosure.
- Replacement of fueling system components.
- Installation of grounding system.
- Construction coordination to provide temporary back-up power while the work is completed.

The existing automatic-transfer switch (ATS) was replaced in 2016 and will remain.

The existing motor control center (MCC-A) located adjacent to the diesel generator that includes the ATS is also dated and remains exposed to the elements. The system will remain in its current condition, but the City is encouraged to budget for replacement of that system with consideration of a separate electrical building. Electricians from previous projects have expressed concerns about the age and condition of MCC-A.

The WRF's base flood elevation is 7.0 feet (NGVD), which is more or less the top of generator pad. The Engineer will coordinate with the generator manufacturer to include a base that elevates the generator's working components and electrical components to a minimum elevation of 9.0 feet (NGVD).

The Engineer will prepare construction drawings and specifications for the improvements.

Services to complete the scope of work are summarized as follows:

ITEM A
ENGINEERING DESIGN SERVICES

Engineer will develop construction drawings and technical specifications to complete the Scope of Work. Two milestone submittals will be provided to the City for review and comment before advertising the project for bidding. The drawings and technical specifications will address the following items:

- Existing Site and Demolition Plan.
- General Electrical Plan with Legend and General Notes.
- One Line Diagram, Schedules, and Calculations.
- Electrical Site Plan.
- Electrical Details.
- Control and Network Block Diagrams.

The City's standard form of agreement will be used with the Engineer's Technical Specifications that are anticipated to include:

- General bidding, general conditions, supplemental conditions, bond requirements, etc.
- Basic construction requirements such as City coordination, facility restrictions, etc.
- Basic Electrical Requirements.
- Technical Electrical Items including: General Electrical Works, Grounding and Bonding, Transfer Switches (i.e., integration requirements with existing switch), and Power Generation Equipment.

One overnight site visit is included with completion of this task.

ITEM B
CONSTRUCTION BIDDING SERVICES

The Engineer will assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an advertisement for bids; coordinating delivery of bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

Bidding services do not include attending a pre-bid nor bid opening conference. Those services can be provided as needed per the site visit costs outlined in the fee schedule.

ITEM C
CONSTRUCTION ADMINISTRATION SERVICES

The Engineer will provide Engineering Construction Administration Services including:

- Preparation of construction contract documents.
- Reviewing the Contractor's material shop drawings.
- Review and approval of the Contractor's applications for payment.
- Processing change orders, if required.
- Review of the Contractor's completion documents and as-built drawings.

CONDITIONS

- The Client or Utility will provide copies of all available records as may be required for the Engineer to complete these services.
- The replacement generator dimensions are assumed to fit onto the existing foundation.

EXCLUSIONS

The following items are specifically excluded from the scope of work:

- Permitting. Task is maintenance related and is not anticipated to modify capacity. No FDEP permitting is required. The contractor will be responsible for all building permitting requirements.
- Surveying activities (topographic, boundary, wetland lines, easements, etc.).
- Geotechnical exploration and/or subsurface utility engineering.
- Wetland activities and related permitting.
- Landscape design and related permitting.

- Zoning, platting, and any other planning activities.
- Endangered species review, permitting, etc.
- Structural engineering. Existing pile-supported foundation to remain.

Additional services will be performed on an hourly basis in accordance with the Engineer's current fee schedule unless otherwise agreed upon by the City and the Engineer.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SCHEDULE OF FEES

Item	Description	Billing Basis	Total Amount
A	Engineering Design Services*	Lump Sum	\$31,500
B	Bidding Services**	Lump Sum	\$5,000
C	Construction Administration Services**	Lump Sum	\$14,500
TOTAL			\$51,000

* One site visit included with lump sum fee.

** Site Visits are not included. Should a site visit be required, it will be billed at \$3,000 per visit.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance with the Act are subject to late fees as outlined in the regulations as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer will serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it will become null and void.

Sincerely,
CPH Consulting, LLC



Jason R. Shepler, P.E.
VP - North Florida Infrastructure

Accepted by:
City of Key Colony Beach

Freddie Foster
Mayor

Date: _____

JRS/bb



Mike Haack Excavating, Inc.

127 Industrial Rd, Suite E, Big Pine Key, FL 33043-0725

305-872-8945 | info@haackexcavating.com

www.haackexcavating.com

Since 1984

CHANGE ORDER REQUEST

Shelter Bay Drive - Pervious Pavers

September 15, 2026

Change Order No.: _____

PROJECT INFORMATION

Project Name	Shelter Bay Drive - Pervious Pavers
Owner	City of Key Colony Beach, Florida
Contractor	Mike Haack Excavating, Inc.
Engineer	CPH Consulting, LLC.
Engineer's Project No.	0604-08-1

PROJECT SUMMARY

The original project base price was **\$540.00 per linear foot** of pavers/sidewalk. Utility adjustments were added through an approved change order, increasing the total cost per linear foot of work completed to **\$562.00**.

DESCRIPTION OF CHANGE

- Continue approximately **1,510 linear feet** of pavers and sidewalk, matching the previous section of work.
- Precast one (1) sewer lift station top.
- Adjust one (1) sanitary manhole.
- Adjust one (1) water valve vault.
- Complete site restoration to the project limits of all phases.

PAVER LEAD TIME

The lead time for the remaining quantity of pavers is currently **6-8 weeks**.

Pricing, add alternate, and acceptance are continued on page 2.



Mike Haack Excavating, Inc.

127 Industrial Rd, Suite E, Big Pine Key, FL 33043-0725

305-872-8945 | info@haackexcavating.com

www.haackexcavating.com

Since 1984

PRICING & ACCEPTANCE

Shelter Bay Drive - Pervious Pavers

Engineer's Project No. 0604-08-1

BASE CHANGE ORDER - LUMP SUM

1,510 +/- linear feet and associated work

\$1,071,609.75

ESCALATION ADJUSTMENT

This price includes an escalation adjustment driven by the national average cost of diesel fuel. No additional overhead or profit is included.

ADD ALTERNATE - REMAINING 410 +/- LINEAR FEET

Add the remaining approximately **410 linear feet** of pervious pavers from the "South Tie In" to the paver sidewalk at Ocean Dr., including complete site restoration and utility adjustments.

ADDITIONAL LUMP SUM

+ \$241,400.00

TOTAL CHANGE REQUEST WITH ADD ALTERNATE

\$1,313,009.75

ACCEPTANCE

By signing below, the Owner and Contractor accept the work and pricing described in this Change Order Request. The add alternate is included only if "Yes" is selected below.

NOTE: This change order must be signed by both parties to be binding.

Approve add alternate (+ \$241,400.00):

☐ Yes ☐ No

OWNER'S AUTHORIZED REPRESENTATIVE

City of Key Colony Beach, Florida

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR'S AUTHORIZED REPRESENTATIVE

Mike Haack Excavating, Inc.

Name: Chris Haack

Title: President

Signature: Chris Haack

Date: 09/15/2026



K. Alan Russell

September 15, 2026

Mayor Freddie Foster
City of Key Colony Beach
600 W. Ocean Drive,
Key Colony Beach, FL 33051

Honorable Mayor Foster,

My wife Patty and I have been long-time property owners and residents of Key Colony Beach. We have owned our beachfront lot on 15th Circle for eleven years and our home on 13th Street for ten years. During this time, we have been proud members of the community and have made significant investments in our properties and in the future of Key Colony Beach.

As we approach retirement, our goal is to make Key Colony Beach our permanent home. More than a year ago, we began construction of a new residence on our 15th Circle property.

We recently learned that construction exceeding the fifteen-month permit period may result in extension fees of approximately \$7,500 per month. Unfortunately, we were unaware of the magnitude of these fees when the permit was issued and were unable to find information regarding them on the City's website.

Construction delays have resulted from circumstances beyond our control, including supply-chain disruptions, material shortages, and ongoing labor shortages affecting the availability of skilled workers. At no time have we intentionally delayed the project. We have worked diligently with our contractor, Pedro Falcon, to keep construction moving and remain committed to completing the home as quickly and responsibly as possible.

Given our long-standing commitment to Key Colony Beach and our intention to make it our permanent home, we respectfully ask the City to consider waiving or reducing the extension fees, granting an extension without penalty, or providing other reasonable relief for delays resulting from industry-wide labor and material shortages.

We deeply value Key Colony Beach and hope to spend our retirement years as full-time members of this community. We respectfully ask for your understanding and consideration of our circumstances.

We also understand that we are submitting this request after the normal deadline for Thursday's meeting. However, our permit renewal deadline is October 8, which will be after the next regular meeting. We respectfully ask whether you, as Mayor, might make an exception and allow our request to be heard at this Thursday's meeting.

Thank you for your time, service, and consideration.

Sincerely,

Alan & Patty Russell

240 13th Street, Key Colony Beach FL 33051

Tel. 915-494-2169

	CITY OF KEY COLONY BEACH BUILDING DEPARTMENT 305-289-1212 EXT 3	
WORKING HOURS: 7:30-PM. - 6:00 P.M. MONDAY SATURDAY "NO SUNDAYS OR HOLIDAYS	<h1 style="text-align: center;">BUILDING PERMIT</h1>	ALL WORK TO COMPLY WITH FBC AND KCB REGULATIONS Christian Brisson / Pedro Falcon Contractor's, Inc. <i>Work Description:</i> Construct a new 5,178 sq ft, two story residential home and pool Parcel ID: 00079872-010100 Cost of Construction: \$4,800,500.00
Notice of Commencement: A copy of this NOC must be submitted to the Building Department prior to the first inspection and be posted on site. Your failure to record a notice of commencement may result in your paying twice for improvements to your property. If you intend to obtain financing, consult with your lender or an attorney before recording your notice of commencement. Code of Ordinances 6-6 Subsection (9) Permits display: The Building permit shall be permanently displayed at the site to which it is pertinent from the start of construction until the completion of construction. Failure to post on site shall be subject to subject to a maximum fine of \$250.00 per day. For Inspections, please call 305-289-1212 ext. 3 or email inspection requests to buildingassistant@keycolonybeach.net Please note all inspections must be emailed or called in no later than 2pm for next day inspections.		Lot: 17 Block: 3 Street Address: <u>215</u> <u>15TH CIR</u> Subdivision: COURY SUBD #2 Property Owner: <u>LEON DEVELOPMENT</u> <u>LLC</u> Date Issued: <u>08/08</u> <u>/2025</u> Expiration Date: 11/08 /2026 Permit No. <u>B25-000144</u>



PERMIT PROJECT

FILE #: 25-000174

215 15TH CIR KEY COLONY BEACH FL 33051

CONSTRUCT A NEW 5,178 SQ FT, TWO STORY RESIDENTIAL HOME AND POOL



PERMIT #: B25-000144

Permit Type

Building Permit

Subtype

New Construction (**New Development Only**)



Work Description:

Construct a new 5,178 sq ft, two story residential home and pool

Applicant

Pedro Falcon Contractor's, Inc. - Christian Brisson



Status

Issued



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

75,223.33

Total Amount

75,223.33

Amount Paid

75,223.33

Balance Due

0.00

☐ Non-Billable



PERMIT DATES

Application Date

04/15/2025

Approval Date

08/08/2025

Issue Date:

08/08/2025

Expiration Date:

11/08/2026

Close Date

Last Inspection

Vertical cells/columns/Setback on 09/10/2026 (Inspection Passed)



Are you the property owner?

No

Property Owner Name

Leon Development LLC - Alan Russell

Property Owner Address

2500 Scenic Crest Circle Apt 9 El Paso, TX 79930

Property Owner Phone Number

915-494-2169

Property Owner Email

alan@tecma.com

PROJECT INFORMATION

Type of Structure

Single Family

Intended Use (Specify Residential or Business)

Residential

Total Square Footage

5,178

Stories

2

Height

40 ft

Type of Construction (Specify concrete block, frame, etc.)

cast in place concrete

Cost of Construction

\$4,800,500.00

Will you be using a Private Provider

No

[click here for private provider packet.](#)

Private Provider

SUBMITTAL REQUIREMENTS

Please upload all supporting documents here

BUILDING Application - Leon Development LLC.pdf

Property Card - Leon Development.pdf

Leon Development Org Docs.pdf

215 15th Cir Final Structural DWGS ESS.pdf

215 15TH Circle PERMIT SET ARCH_ss.pdf



Florida Product Approval or NOA

Florida Product Approval or NOA search [Click this Link](#)

Upload Installation Instructions

FL33565.2_R3_IL_SS - Coastline SGD 4.562In (600KM) LMI - DWG W15-43 (2023) (2).pdf

FL33565_R3_IL_SS - Coastline SGD 3.187 (600KM-12) LMI-DWG 18-24F 2023.pdf



FL33612.2_R1_IL_SS - Coastline Bi-Fold 9ft LMI (800) -DWG 19-121F 2023.pdf
FL34006_R2_IL_SS - Coastline OS FD 9ft (LMI) - DWG W15-45 (2023) (2).pdf
FL34006_R2_IL_SS - Coastline OS FD 12ft (LMI) - DWG W17-55 (2023) (1).pdf
FL34013.1_R1_IL_SS - Coastline FD Sidelite (LMI) -DWG W17-117 2023.pdf
FL34015_R1_IL_SS - COASTLINE CASEMENT LMI (400) -DWG 20-72F 2023 (3).pdf
FL34093.1_R1_IL_SS - Coastline Awning LMI (S-450 PO) DWG 20-74F 2023.pdf
FL34706.2_R1_IL_SS - Coastline Direct Glaze Narrow LMI (300 StormSafe) -DWG 20-81F 2023 (2).pdf



As of 3/1/2024 the new notice of commencement will be required.

Notice of Commencement
download here

NOC - Filed 215 15th Circle.pdf



☒ NOC Checked

Private Provider Notice Form
download here

Private Provider Form



Owner Builder Disclosure Statement
download here

Owner Builder Disclosure Form



Contractor Registration Form
download here

Contractor Registration Form



Cargo Lift Safety Affidavit
download here

Cargo Lift Safety Affidavit



Substantial Improvement/Substantial Damage Worksheet
download here

Substantial Improvement/Substantial Damage Worksheet



A Notice of Commencement is required prior to scheduling inspections. Please download and complete the Notice of Commencement document. This form needs to be recorded with the Monroe County Clerk of Court and filed with our office.

CONTACTS

Contractor
Pedro Falcon Contractor's, Inc. - Christian Brisson



Bonding Company Name/Address



Architect/Engineer Name/Address



LIST ALL SUBCONTRACTORS, COUNTY & STATE LICENSE NUMBER AND COST

Starting March 1, 2024, the new sub-contractor letter of intent needs to be uploaded for each sub-contractor on the job before any permit will be issued.

Electrical Subcontractor Form
Subcontractor sign on - electric.pdf



Electrical

Pedro Falcon Contractor's, Inc. - Christian Brisson



Plumbing Subcontractor Form

DAB Mechanical - SubContractor Sign on Form.pdf



Plumbing

DAB Mechanical Inc. - Craig Del Bosque



Mechanical Subcontractor Form

Sub Sign on Form - Artic Temp.pdf



Mechanical

My Artic Temp II LLC DBA Artic Temp - Yensi Heredia



Concrete/Masonry Subcontractor Form

Subcontractor sign on - Bella Construction.pdf



Concrete/Masonry

Bella Construction of Key West - Edgar Braswell, IV



Carpentry Subcontractor Form



Carpentry



Roofing Subcontractor Form

Hilson Roofing - sub sign on form.pdf



Roofing

Bob Hilson & Company, Inc - Marius Cronje



Swimming Pool Subcontractor Form



Swimming Pool



OTHER SUBCONTRACTORS

OTHER SUBCONTRACTOR FORM		OTHER	
Southeast Elevator - Sub Sign-On - 215 15th.pdf		Southeast Elevator LLC - CHRISTOP	
Add Row			

ACKNOWLEDGEMENT

Once you click submit you will be directed to our secure payment processor. Failure to pay the application fees will result in a delay in permit review.

OFFICIAL USE

☐ After the fact

Charge Fire Safety Fees

Single Family



Charge Clean Up Bond Fees

Single Family



☐ Charge Type of Structure Fee

FEES



FEE	DESCRPT	QUANTITY	AMOUNT	TOTAL
Permit Fee - New Development				62,413.00
Building Surcharge Fee				1,560.33
Fire Safety - Single Family Home				125.00
Clean Up Bond				1,000.00
Planning and Zoning Fee		1.0	500.0000	500.00
Sewer Tie In		1.0	150.0000	150.00
Impact Fee KCP		1350.0	1.0000	1,350.00
KCB Development		2000.0	1.0000	2,000.00
Sewer Connection		1.0	5,625.0000	5,625.00
Final Inspection Fee		1.0	500.0000	500.00
Plan Check Fees				0.00
Permit Fees				75,223.33
Total Fees				75,223.33

PAYMENTS



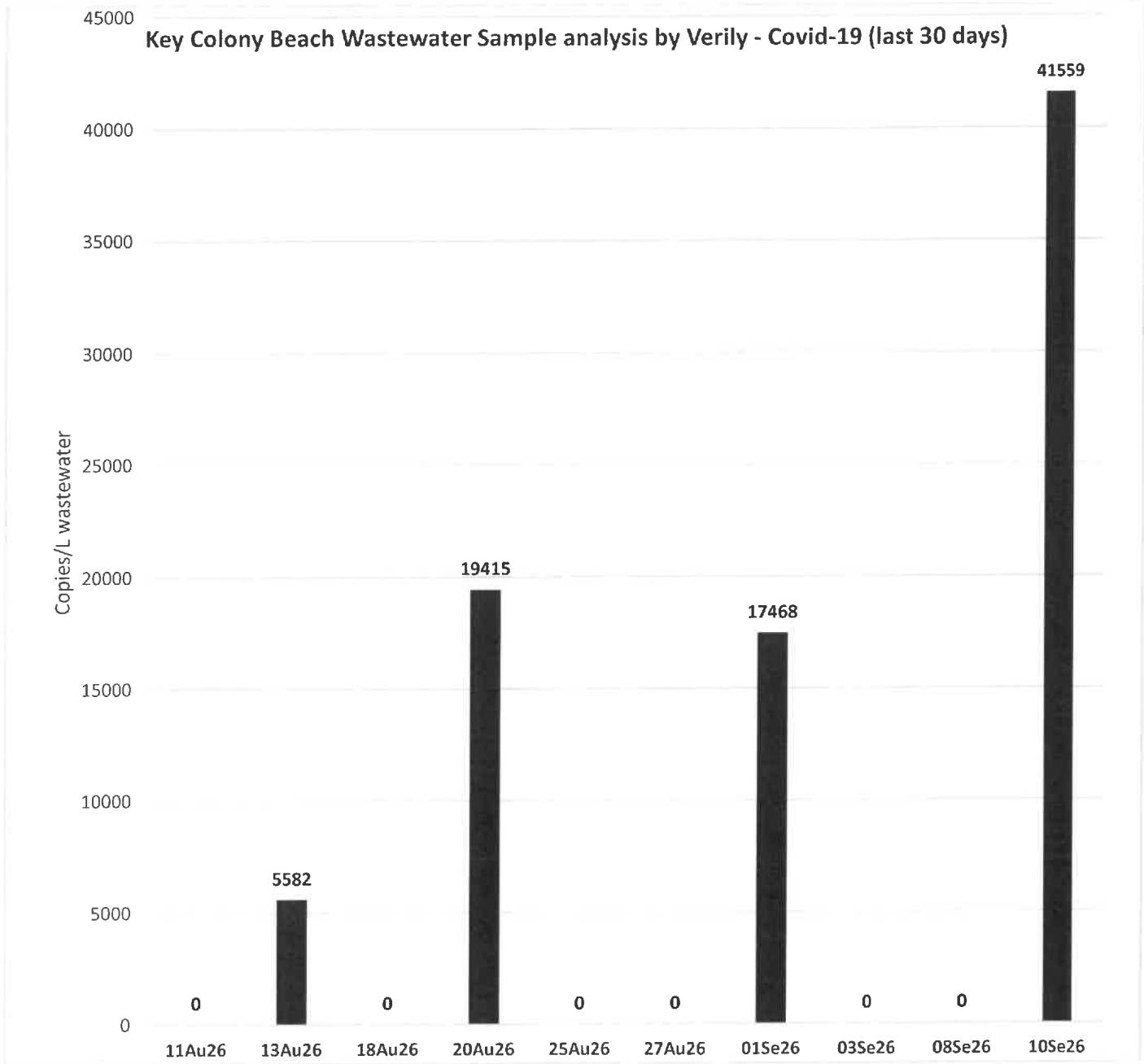
DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
08/08/2025	Check	ck 5585	Memo	589	Pedro Falc	75,223.33
Amount Paid						75,223.33
Balance Due						0.00

City of Key Colony Beach

Wastewater Sampling Update for Concern Virus's – September 14, 2026

Specific data for Key Colony Beach – wastewater sampling:

No Detections were found for the following viruses in the last 30 days for KCB: Influenza A H5, A H3, A H1, FLUAV, FLUBV, NVO, MPX Clade 1, Measles, and RSV, therefore plot was not included. Detections for the only virus below in the last 30 days for KCB (raw data):



City of Key Colony Beach

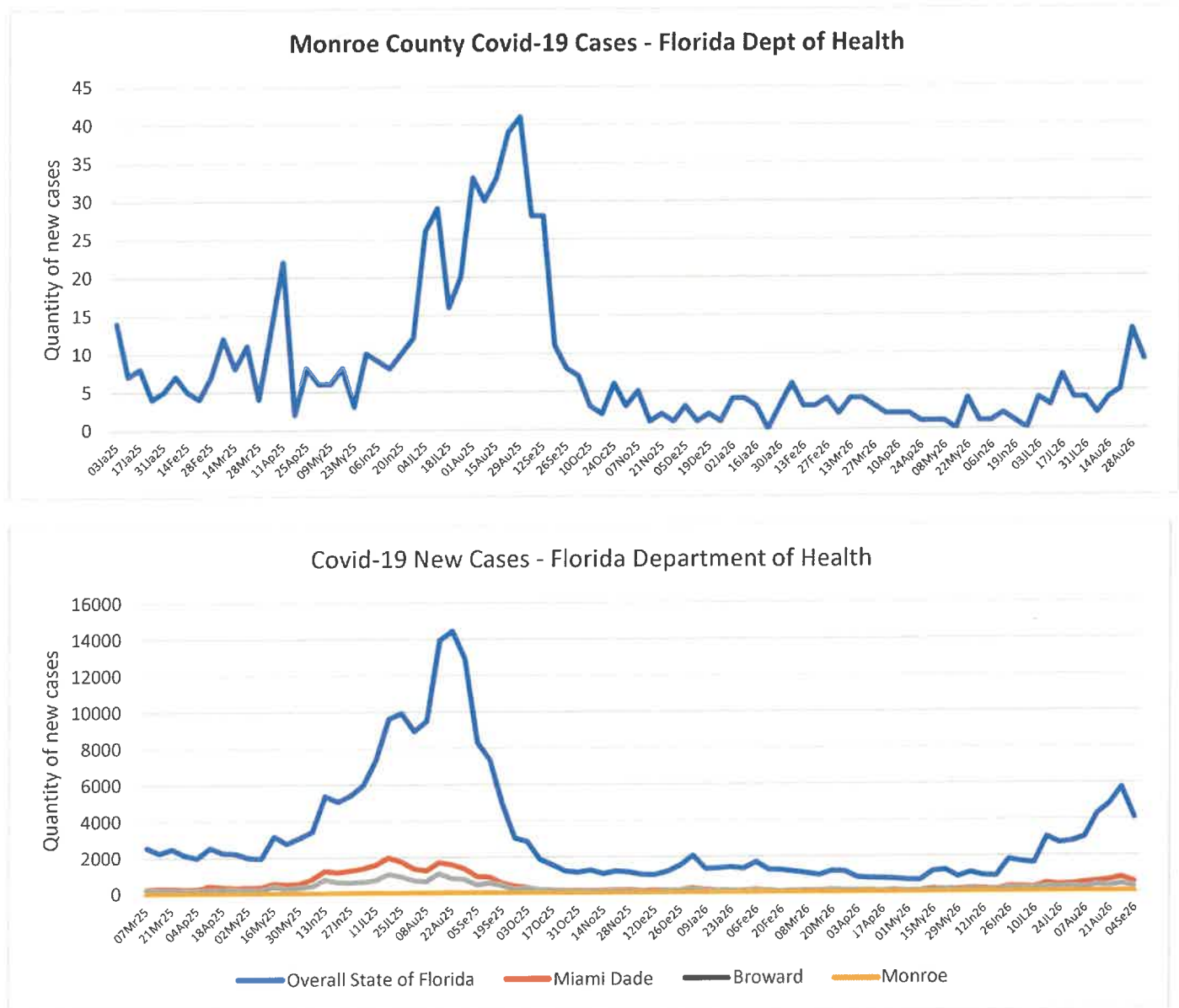
Wastewater Sampling Update for Concern Virus's – September 14, 2026

Specific data for Key Colony Beach – wastewater sampling:

- CDC has not renewed the current contract with Verily Public Health for analysis of the current KCB samples for wastewater sampling of 10 viruses. The current contract has ended as of 14Se26. The final samples have been completed for analysis.
- CDC is planning to award a new contract to a contractor by late September. The CDC funding for the current program is being reviewed by Congress at this time. CDC has been providing regular updates as they have new information.

Reference Data for Monroe County, Overall State of Florida, and Miami-Dade County

State of Florida Health Department Covid 19 data – data through 04Se26



Report by Tom Harding, based on CDC/Verily and the State of Florida Health Department for Monroe County new Covid-19 cases - data through 13Se26.