



City of Marathon Special Call City Council Agenda
9805 Overseas Hwy., Marathon, FL
Tuesday, July 25, 2023 5:30 P.M.

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

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

5. FY 2023/24 Budget Discussion

A. Resolution 2023-64, Determining The Proposed Millage Rate, And The Current Year Rolled-Back Rate, And The Date, Time And Place For The First And Second Budget Public Hearings As Required By Law; Directing The Finance Director To File Said Resolution With The Property Appraiser Of Monroe County Pursuant To The Requirements Of Florida Statutes And The Rules And Regulations Of The Department Of Revenue Of The State Of Florida; And Providing For An Effective Date.....1

6. Resolutions for Adoption

***A. Resolution 2023- 65**, Approving A Contract Between The City Of Marathon And Haven Business Solutions Inc. For Housing Coordinator Services In An Amount Not To Exceed \$60,000; And Providing For An Effective Date.....4

7. Discussion Items:

- A. City Code/LDRs**
- B. Workforce Housing**
- C. Breakdown of Building a Code Case**

***8. Approval of Minutes**.....15

9. Council Comments

10. Adjournment

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

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-64**

A RESOLUTION OF THE CITY COUNCIL OF MARATHON, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE CURRENT YEAR ROLLED-BACK RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING THE FINANCE DIRECTOR TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MONROE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 29, 2023, the Honorable Scott P. Russell, Property Appraiser of Monroe County, Florida (the “Property Appraiser”), served upon the City of Marathon (the “City”), a “Certification of Taxable Value” certifying to the City its 2023 taxable value; and

WHEREAS, the City Council has reviewed the taxable value supplied by the Property Appraiser in accordance with Section 200.065, *Florida Statutes*, et seq.; and

WHEREAS, the provisions of Section 200.065, *Florida Statutes*, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall be required to furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

WHEREAS, the City Council desires to announce the dates of the first and second public hearings to the Property Appraiser.

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

Section 1. The proposed millage is declared to be 2.72 mills, which is \$2.72 per \$1,000.00 of assessed property within the City of Marathon, Florida. The proposed millage is 11.12% greater than the rolled back rate.

Section 2. The current year rolled-back millage rate, computed pursuant to Section 200.065, *Florida Statutes*, is 2.4477 mills, which is \$2.4477 per \$1,000.00 of assessed value.

Section 3. The maximum millage rate which may be adopted by a *majority vote* of the governing body, pursuant to Section 200.185, *Florida Statutes*, is 2.5172 mills, which is \$2.5172 per \$ 1,000.00 of assessed value.

Section 4. That the date, time and place of the first and second public hearings are set by the City Council as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
September 12, 2023	5:05 p.m.	Marathon City Hall 9805 Overseas Highway Marathon, Florida
September 26, 2023	5:05 p.m.	Marathon City Hall 9805 Overseas Highway Marathon, Florida

Section 4. The Finance Director is directed to electronically submit a certified copy of this resolution to the Monroe County Property Appraisers Office.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 25th DAY OF JULY 2024.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, 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



COUNCIL AGENDA STATEMENT

Meeting Date: July 25, 2023
To: Honorable Mayor and Council Members
From: Brian Shea, Planning Director
Through: George Garrett, City Manager

Agenda Item: **Resolution 2023-65**, Approving A Contract Between The City Of Marathon And Haven Business Solutions Inc. For Housing Coordinator Services In An Amount Not To Exceed \$60,000; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION

The City budgeted for the position of Housing Coordinator under contracted positions for the Planning Department. The City properly advertised the contracted position of Housing Coordinator through the RFQ process through DemandStar. The sole respondent was reviewed and found to be a responsive bid. The attached resolution contains the contract for the position.

CONSISTENCY CHECKLIST:

Yes No

1. Comprehensive Plan

_____ X

FISCAL NOTE:

The adopted FY23 and the proposed FY24 Planning Department budget includes appropriations of \$60,000 for this professional service.

RECOMMENDATION:

Approval of Resolution

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-65**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF MARATHON AND HAVEN BUSINESS SOLUTIONS INC. FOR HOUSING COORDINATOR SERVICES IN AN AMOUNT NOT TO EXCEED \$60,000; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Marathon of Marathon has been seeking a well-qualified housing coordinator for some time; and

WHEREAS, the City has now been able to acquire the services of Haven Business Solutions, Inc., whose President currently performs qualifications for the City of Marathon’s First Time Home Buyer Assistance Program; and

WHEREAS, Haven Business Solutions, Inc., will be overseeing and maintaining the City’s pool of Affordable Housing/Workforce Housing deed restricted properties through income verification; and

WHEREAS, City staff indicates that it is in the best interest of the City to approve the Contract, effective July 11, 2023,

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

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

Section 2. The Contract between the City and the Haven Business Solutions Inc. for housing coordinator services in an amount not to exceed \$60,000.00, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 25TH DAY OF JULY, 2023.

THE CITY OF MARATHON, FLORIDA

Luis Gonzalez, 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

ATTACHMENT "A"

CONTRACT FOR GRANT ADMINISTRATION
SERVICES BETWEEN THE CITY OF MARATHON
AND HAVEN BUSINESS SOLUTIONS, INC.

THIS CONTRACT is made and entered into this 25th day of July, 2023.

- I) Covenant for Services: The CITY OF MARATHON ("CITY") does hereby Contract with HAVEN BUSINESS SOLUTIONS, INC. ("CONTRACTOR") to perform the services described herein and Joshua Mothner, it's President, does hereby agree to perform, directly oversee, and supervise such services under the terms and conditions set forth in this Contract.
- 2) Scope of Services. Administration Services: CONTRACTOR agrees, under the terms and conditions of this Contract and the applicable federal, state, and local laws and regulations, to undertake, perform, and complete all necessary administration services for the City of Marathon's Affordable Housing Coordinator. Administration services shall include, but not be limited to:
- a) Track, oversee, and maintain the City's pool of Affordable Housing/Workforce Housing deed restricted properties through income verification and program eligibility by working closely with property owners, employers, lending institutions, and any other resources available.
 - b) Develop, maintain, and implement policies and procedures with respect to the program.
 - c) Assist City Code enforcement activities related to affordable/workforce housing enforcement.
 - d) Develop and maintain programs to educate the public of federal, state, and local programs available to assist owners, renters, and property managers on programs that pertain to Affordable/Workforce Housing.
 - e) Manage City's First Time Home Buyer Grant to include qualifying, tracking, and documenting all aspects of this program. Manage refinances, repayments, liens, and titling by working closely with lenders, realtors, title companies, and applicants.
 - f) Track and report State and Federal Legislature activity pertaining to Affordable/Workforce housing, prepare reports defining impacts to senior staff and make recommendations.
 - g) Coordinate agenda items and make monthly reports to the City Manager and City Council on program status.
 - h) Establish and maintain relationship with Florida Housing Finance Corporation and work closely with to ensure the City's interests are protected through their rule making and development Page 7 of 8 approval process.
 - i) Maintain partnerships with for-profit and nonprofit organizations, including but not limited to Habitat for Humanity, Chamber of Commerce, Banks, Lenders, title companies, closing agents etc.
 - j) Assist in the administration of the Community Development Block Grant Program (CDBG) and assist residents with other housing programs available throughout the County, i.e., State Housing Initiatives Partnership (SHIP).

- k) Performs other duties as assigned.
- 3) Term/Commencement Date:
- a) This Contract will become effective upon the date of last signature. This Contract will remain in effect indefinitely at the discretion of either party and unless terminated earlier in accordance with the section title "Termination" below.
 - b) Funding for this Contract is budgeted for the Fiscal Year 2022-2023 as professional services within Planning Department appropriation of the Marathon City Council. The City has the additional right to terminate based on a failure to appropriate for the position in future fiscal year.
- 4) Consideration and Method of Payment for Services
- a) Amount of Consideration. The CITY will pay CONTRACTOR on an hourly basis at a rate of approximately \$90.00 per hour for work performed and \$60.00 per hour for travel time, not to exceed \$60,000 per annum. Under the terms and circumstances of this contract with the City, no additional benefits shall accrue.
 - b) The amount of compensation to be paid to CONTRACTOR shall be reviewed upon adoption of City of Marathon budget for Fiscal Year 2023/24, and yearly thereafter, and any changes approved pursuant to section 5 below.
 - c) CONTRACTOR shall submit timely invoices. The invoice shall be submitted to the CITY for the CITY's review and approval. Payment will be issued in accordance with the Florida Prompt Payment Act.
 - d) If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay CONTRACTOR the undisputed portion of the invoice. Upon written request of the Finance Director, CONTRACTOR shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.
- 5) Modification of Contract: All modifications or amendments to this Contract shall be in writing, executed with the same formalities as this Contract, and addressed to the appropriate parties hereto and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a national recognized overnight courier service. All modifications or amendments shall be effective upon the date of receipt and attached to the original of this Contract. The amount of compensation to be paid to CONTRACTOR will not be amended without mutual agreement of the CITY and CONTRACTOR, formally executed in writing, subject to availability of funds.
- 6) Termination (Cause and/or Convenience)
- a) This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
 - b) This Contract may be terminated in whole or in part in writing by the CITY for its

convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.

- c) This Contract may be terminated in whole or in part in writing by the CONTRACTOR for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified above.
- d) If termination for default is affected by the CITY, an equitable adjustment in the price for this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of CONTRACTOR's default. For any termination, the equitable adjustment shall provide for payment to CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become contracted prior to receipt of the notice of intent to terminate.
- e) Upon receipt of a termination action under paragraphs (1) or (2) above, CONTRACTOR shall:
 - i) promptly discontinue all affected work (unless the notice directs otherwise), and
 - ii) deliver or otherwise make available to the CITY all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by CONTRACTOR in performing this Contract, whether completed or in process.
- f) Upon termination, the CITY may take over the work and may award another party a Contract to complete the work described in this Contract.
- g) If, after termination for failure of CONTRACTOR to fulfill contractual obligations, it is determined that CONTRACTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the CITY. In such an event, adjustment of the contract price shall be made as provided in paragraph 4) above.

7) Remedies: Unless otherwise provided in this Contract, all other matters in question between the CITY and CONTRACTOR, arising out of or relating to this Contract, or the breach of it, will be decided by a Florida court of competent jurisdiction. The venue for any legal action or other proceedings, which might arise from this Contract, shall be Monroe, Florida.

8) Nondiscrimination: During the term of this Agreement, CONTRACTOR shall not discriminate against any of the City's employees or the people that he otherwise works with because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

9) Contract Representatives The CITY's Contract manager for this Contract is: Brian Shea.

10) Notices /Authorized Representatives: Any notices required as a part of this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

George Garrett, City Manager
9805 Overseas Highway,
Marathon, Florida 33050
305-289-4130
garrettg@ci.marathon.fl.us

With a Copy to:

Steve Williams, City Attorney
9805 Overseas Highway,
Marathon, Florida 33050
305-289-4130
williamss@ci.marathon.fl.us

Joshua Mothner, President of Haven Business Solutions, Inc.
490 52nd Street
Marathon, FL 33050
305-942-9519
josh@fundinthesun.com

- 11) Terms and Conditions: This Contract contains all the terms and conditions agreed upon by the parties.
- 12) Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Middle Keys Division of the Circuit Court or the Southern District of Florida.
- 13) Attorneys' Fees and Waiver of Jury Trial: In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.
- 14) Eligibility: CONTRACTOR certifies that it is eligible to receive state and federally funded contracts. CONTRACTOR also certifies that no party, which is ineligible for such work, will be subcontracted to perform services under this Contract.
- 15) Entire Agreement/Modification/Amendment: This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

- 16) **Nonassignability:** This Agreement shall not be assignable by CONTRACTOR unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of CONTRACTOR and his familiarity with the City's area, circumstances and desires.
- 17) **Severability:** If any term or provision of Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each remaining term and provision of this Contract shall be valid and be enforceable to the fullest extent permitted by law.
- 18) **Independent Contractor:** CONTRACTOR shall be and remain an independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 19) **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095
- 20) **Access to Public Records.** The CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes.

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

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

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

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

- e) Should the CONTRACTOR assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONTRACTOR.
- f) The CONTRACTOR consents to the City's enforcement of the Contractor's Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the CONTRACTOR shall pay all court costs and reasonable attorney's fees incurred by the City.
- g) The CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the CONTRACTOR shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- h) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DIANE CLAVIER AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

IN WITNESS WHEREOF, the parties execute this Contract on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk duly authorized to execute same and by Joshua Mothner, President of Haven Business Solutions.

HAVEN BUSINESS SOLUTIONS, INC.

By: _____
Joshua Mothner, as President

Witness: _____

THE CITY OF MARATHON

By: _____
City Manager, City of Marathon, Florida

Attest: _____
Diane Clavier, Clerk, City of Marathon, Florida

CALL TO ORDER - A Meeting of the City Council of Marathon, Florida was held on June 27, 2023 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Gonzalez 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 Smith

Vice Mayor Robyn Still

Mayor Gonzalez, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

Attorney, Steve Williams

Planner, Amber Stonik

Finance Director, Jennifer Johnson

Parks & Rec Director, Paul Davis

Public Works Director, Carlos Solis

Building Official, Gerard Roussin

Code Director, Ted Lozier

Marina Director, Sean Cannon

Grants Coordinator, Maria Covelli

Monroe County Sherriff's Office, Lt. Donny Barrios

Approval of Agenda & Consent Agenda

Smith removed the minutes from the consent agenda, added a July workshop item discussion and removed Resolution 2023-58 from the consent agenda. Gonzalez removed the Juneteenth proclamation as he had already made arrangements to present the proclamation earlier. Garrett informed everyone the items in red were the changes made to the agenda since the packet was printed.

MOTION: Smith moved to approve the agenda as amended.
SECOND: Landry

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

Approval of Minutes - Smith explained the correction regarding the local CPI and the fire contract.

MOTION: Smith moved to approve minutes as amended
SECOND: Landry

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

Recognition of Fire/EMS Personnel Concerning Shark Attack (Still) still explained recently a young free diver was spearfishing offshore of Marathon and was bit by a shark and our Marathon Fire crew and EMS crews stabilized the patient by using a product known as TXA to halt the severe bleeding. TXA is something that the Marathon EMS service is uniquely qualified to use and quite likely saved a life in this instance. The trauma center was so impressed, they contacted the City. Still commented that the EMS and Fire personnel should be recognized for their heroic efforts.

Eagle Scout Presentation (Landry) – Geovanni Senmartin with Troop 901 explained his project of making a permanent box for the flag retirement ceremony instead of using a cardboard box. Therefore, allowing the box to be placed outside in the City Park. Senmartin informed everyone that this was also made possible by donations from Marathon Rotary for supplies for the box. Council gave approval for the box to be placed in the Park.

Hurricane/EOC presentation – Shannon Weiner, Monroe County Emergency Manager and John Rizzo with the Key West Weather Center provided a PowerPoint and briefed the Council on their duties and timelines and process during a disaster declaration process. Williams requested that we share Rizzo’s presentation regarding the accuracy and timeliness on tropical storm and hurricane predictions with the Department of Economic Opportunity.

Citizens' comments

Diane Scott – commented that the Juneteenth proclamation should not be presented to one person and asked that we don’t allow dogs to be on the beach and that we have our own Sherriff’s Department.

Townhomes at Sister Creek HOA Board of Directors Regarding Parking In The ROW Sam Williams and Angela Osborne representing the homeowners of 29 town homes objected to the parking of derelict vessels, trailers etcetera that are half on the right of way and halfway on their property. Williams explained that they have posted no parking and some of the vehicles have expired tags and the tow company will not tow the vehicles. Williams explained that the City had the vehicles moved from Sombrero area but now they have found a home on their property. Steve Williams commented on the

ramifications of banning ROW parking city wide and suggested a code case be opened. Still asked that Code look into the issue.

Workshops and Setting Agendas (Smith) Smith explained he would like to have this on a regular basis on the agenda. In July, he would like to discuss workforce housing and LDR codes. Johnson informed everyone we would also need to set our preliminary millage rate. Landry commented that he would like to discuss a lighting ordinance in August or September.

City Manager Report

- * A. MCSO Marathon Substation Report
- * B. Grants Update
- C. Public Works Report
 - 1. Boat Ramp/Sombrero Beach Parking Update
 - 2. A/C Repair/Replacement Update
 - 3. Quay Update
 - 4. Saltys Update

Solis explained bids for the A/C replacement would be due Friday and brought to the first meeting in July for approval. Carlos explained that we were replacing the system with a standard type cooling system with individual condensing units for air handlers, meaning if one unit fails, the remainder will still keep the building cool.

Solis explained the status of the Quay property redevelopment and the permitting including the kayak dock proposed at this location. Solis also informed everyone the final plans for the Seven Mile Marina were complete and being reviewed by staff and will be put out to bid shortly. Solis explained that was a bit of an issue with FDOT regarding the lease held by the previous owners and we are putting an RFP out for a Construction Manager at Risk and expect to begin a cost negotiation for the work in late August or September.

Solis informed everyone that the parking fee collection had some minor issues. Solis reported the revenue collected from parking and user fees for May was \$91,154, which was a slight increase from April.

Gonzalez asked for a timeframe with the ACOE permit. Solis explained the applications have been in for seven months, and it is taking a year with ACOE and DEP.

Isaiah Mouw, with Pave Mobility gave a timeline of installation of power box (July 15th) and customers would be able to pay with an app. Mouw reported they were waiting on FKEC to power the poles and does not know how long it would take, but he believes by August 1st. Gonzalez asked if the company had more ambassadors as our employees are manning the ramps. Gonzalez asked them to come up with a game plan before mini season. Smith commented that this was supposed to be operational April 1st and questioned the ingress and egress at the Quay. Mouw explained it is a mix of AI and manual. Landry commented that the City passed an ordinance that certain size boats cannot launch at the Harbor Dr boat ramp and asked if this system could pick that up. Solis commented that they were looking into this and will try to address with cameras.

Matlock asked about parking in the ROW for July 4th. Garrett commented that the Council has the authority to waive the no parking . The Council gave approval to waive the no parking in the ROW on July 4th.

- * D. Park and Recreation Report
- * E. Marathon Fire Rescue Report
- * F. Marina Report
- * G. Code Report
- * H. Wastewater Utilities Report
- * I. Building Report
- J. Discussion and direction regarding an unsolicited “public private partnership” proposal submitted by Chris Tel Construction to design, build and finance a replacement fire station for the City of Marathon at the current location of 33rd Street.

Williams explained the City received an unsolicited proposal dated April 26th for a new fire station at 33rd Street. Williams explained the public/private partnership, and that the city reserves the right at all times to reject any or all bids at any time before signing a contract and could decline to pursue the proposed contract. Williams explained the steps the council could take such as determining if the proposal is sufficient for consideration on a preliminary basis, and the City will accept competing proposals. Williams suggested the next steps and explained FS 255.065(4) the criteria for unsolicited proposals and explained staff could review the proposal or a professional architecture, engineering or landscape architecture could review, such fee ranges state wide from \$3,000 to \$50,000. If the Council wanted to move forward with a professional review, the City would have to publish notice in the Florida Administrative Register and a newspaper of general circulation at least once a week for 2 weeks stating that the City has received a proposal and will accept other proposals for the same project.

Harold Wheeler gave the background on his firm, and family construction business and informed everyone ninety percent of their work is construction manager at risk. K2M is on the design team and would interface with 33rd Street design. Still commented on her concerns of the design, it needed to look more in character with the other buildings and needs to be built for the future. Wheeler explained it would be flexible to look any way the Council decides. Williams commented that the proposal was not public record. Williams informed everyone that the Florida Statute has some time lines once official action is taken, we can continue to address at every meeting. Wheeler commented he would hold the proposal for a reasonable time.

- *K. Approval of Marathon Rotary 4th of July event, including parade, fireworks, and sale of beer & wine

Ordinances for Second Public Hearing and Enactment

A. Ordinance 2023-07, Amending Chapter 107, Article 2, Entitled “Transfer Of Building Rights”, And Intending To Modify Section 107.15 Entitled “Site Criteria”; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; And Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing For An Effective Date.

Stonik explained there were no changes to the Ordinance from the first reading. The Mayor called for speakers, hearing none, closed public comments.

MOTION: Smith moved to approve

SECOND: Landry

Vote of the Motion:

Yes: Smith, Landry, Matlock, Still, Gonzalez

No: None

Absent: None

Abstain: None

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

Ordinance 2023-09, Amending Chapter 107, Article 2, Entitled “Transfer Of Building Rights”, And Intending To Modify Section 107.14 Entitled “Types Of Transfers”; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; And Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing For An Effective Date.

Stonik explained there were no changes to the Ordinance from the first reading. The Mayor called for speakers, hearing none, closed public comments.

MOTION: Landry moved to approve

SECOND: Still

Vote of the Motion:

Yes: Landry, Still, Matlock, Smith, Gonzalez

No: None

Absent: None

Abstain: None

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

Ordinances for First Public Hearing

Ordinance 2023-10 Amending Chapter 14 “ Environment and Natural Resources”, Article 3 “Protection of Sea Turtles”, Amending Section 14-61 “Definitions”, Amending Section 14-63 “Standards for exterior artificial lighting”, Amending Section 14-64 “ Standards for Interior artificial lighting”, Adding Section 14-68 “Applicability”, Amending Sections 14-68 through 14-92 “Reserved”; Of The City Of Marathon Code of Ordinances; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code.

Stonik presented the ordinance and explained that this follows the State of Florida standards. Amber did make one change, she suggested removing the link above section 14-62 that has already changed and didn't want a bad link in our code since they change frequently, so it was just taken out.

Harry Appel thanked the City for updating the Code and informed everyone he was with Save a Turtle

MOTION: Still moved to approve Ordinance 2023-10 with the deletion of the link
SECOND: Smith

Vote of the Motion:

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

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

Ordinance 2023-11, Deleting City Of Marathon's Code Of Ordinances Section 14-4 Titled "Unloading Of Shrimp By Commercial Fishing Vessels Restricted."; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

Williams explained the ordinance was outdated and irrelevant since there are no shrimping vessels in Marathon. The Mayor called for Speakers, hearing none, closed public comments.

MOTION: Landry moved to approve Ordinance 2023-11
SECOND: Matlock

Vote of the Motion:

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

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

Resolutions for Adoption:

***A. Resolution 2023-52**, Approving A Standard Local Agency Program Agreement Between The City Of Marathon And The Florida Department Of Transportation To Receive Federal Funds For The Design Services Related To The Replacement Of the 112th Street Bridge; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

***B. Resolution 2023-53**, Authorizing A “Sole Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Authorizing Pantropic Power Products, Inc. To Perform Corrective Maintenance Service On The Area 5 WWTP Backup Diesel Generator In The Amount Of \$50,193.94; Authorizing The City Manager To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date.

~~***C. Resolution 2023-54**, Authorizing The City Manager To Execute A Release Of Unity Of Title On Behalf Of The City In The Form Attached To This Resolution Concerning Property Described As Block 50 Lots 1 & 2, Crains Subdivision; And Providing For An Effective Date.~~

***D. Resolution 2023-55**, Approving Change Order #1 For The General Consulting Contract PSA-23-5 To Weiler Engineering Corporation; Approving An Increase In Contract Amount Of \$40,000; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

***E. Resolution 2023-56**, Approving Change Order #2 For Area 4 Disk Filter Upgrades To Reynolds Construction, LLC; Approving A Time Only Increase; Authorizing The City Manager To Execute The Change Order On Behalf Of The City; And Providing For An Effective Date.

***F. Resolutions 2023-57**, Approving Change Order No. 1 To The Agreement Between The City Of Marathon, Florida And K2m Design, Inc In Connection With The 33rd Street Corridor Design Project

G Resolution 2023-58, Approving A Request To Waive Building Permit Fees For The Project Known As Coco Vista Pursuant To Chapter 6-23 (b) (2) c.; Building Fees / Fee Exemptions; And Providing For An Effective Date

Smith questioned if we would be setting a precedent and wanted to know the total amount we would be waiving. Johnson informed everyone that \$196,014.56 is the building permit fee portion that would have to be made whole from another funding source. The total permitting fees are \$823,250 which also include wastewater and Fire Plan Review Fees, but Fire Plan Review fees cannot be waived.

Matlock asked if they had state funding, the answer was yes.

Landry suggested looking at the whole picture; they are paying interest on something they could not build.

Bart Smith, on behalf of the developer explained the 124-unit project using tax credits and these make minimal profit. Smith explained the City of Key Wes and the County waives fees. Smith explained the three separate loans and the numbers are tight. Bart explained a few days before they were going to pick up the permits, DCA ruling came and the permits were put on hold. This gave them a 3.6 million shortfall. Smith commented that they were going to ask for wastewater fees to be waived but since it was not advertised the hope is that they can be waived at the next meeting.

Smith commented he would like to see the full budget.

Matlock explained it was a risk you take in business; it is a smack in the face to people who are against this project.

Mike Millard spoke against waiving the fees, as it is tax money.

MOTION: Matlock moved to deny Resolution 2023-58

SECOND: Smith

Vote of the Motion:

Yes: Matlock, Smith, Still

No: Landry, Gonzalez

Absent: None

Abstain: None

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

***H. Resolution 2023-59** Approving A Fifth Amendment To The Lease Agreement No. 4547 With The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Management Of Properties With The City Of Marathon Purchased For The Purpose Of Conservation; Authorizing The Mayor To Execute The Amendment To The Agreement; And Providing An Effective Date

***I. Resolution 2023-60, Approving A Contract With Juturna Consulting LLC. In The Amount Of (Hourly Rates) But Not To Exceed \$207,514.40; Authorizing The City Manager To Execute The Amendment And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date**

Council Comments

Landry gave Giovanni Senmartin kudos and wished everyone a great Fourth of July holiday.

Matlock wished everyone an enjoyable Fourth of July holiday and reminded everyone to knock off the fireworks before midnight.

Smith commented that he sat on the Affordable Task Force Committee, has helped to build a Habitat for Humanity home and prefers home ownership for affordable housing. Smith thanked the Rotary for the Fourth of July efforts and reminded everyone to be safe, exercise good judgement and be courteous on the roads. Smith thanked Parks and Recreation for the fence at Rotary Park and the summer camp program.

Still thanked staff, Parks and Recreation for the camp program and thanked the Council for being an advocate for affordable housing. Still thanked MCSO and Marathon Fire Rescue.

Gonzalez thanked the staff, MCSO, Marathon Fire Rescue and Rotary for the great event.

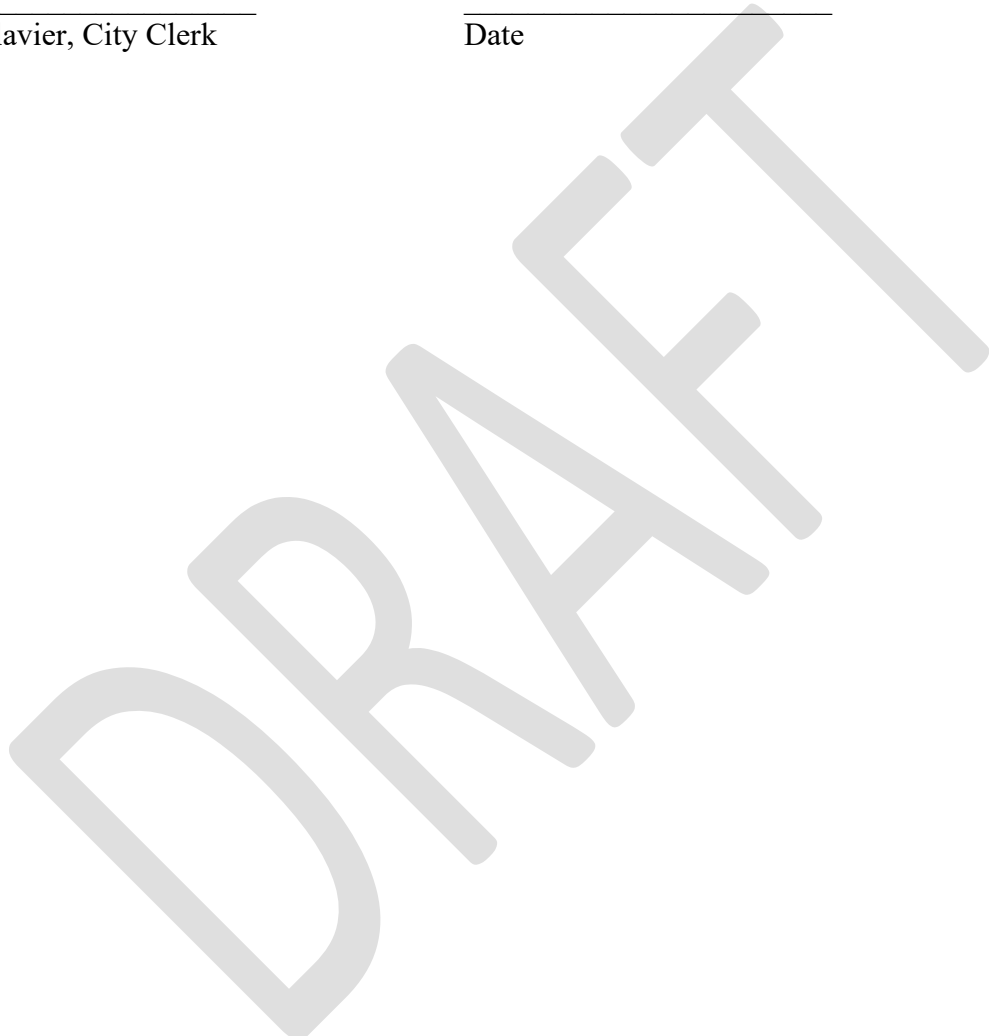
ADJOURNMENT

With no further business to come before the Council, Mayor Gonzalez adjourned the meeting at 8:36 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of June 27, 2023

Diane Clavier, City Clerk

Date



CALL TO ORDER - A Meeting of the City Council of Marathon, Florida was held on July 11, 2023 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Vice Mayor Still called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Landry

Councilmember Matlock

Councilmember Smith

Vice Mayor Robyn Still, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

Attorney, Steve Williams

Planning Director, Brian Shea

Finance Director, Jennifer Johnson

Parks & Rec Director, Paul Davis

Deputy Unities Director, Libby Soldano

HR Director, Diana Naylor

Public Works Director, Carlos Solis

Code Director, Ted Lozier

Marina Director, Sean Cannon

Grants Coordinator, Maria Covelli

Monroe County Sherriff's Office, Lt. Donny Barrios

Smith recognized Alex Rickert from the Florida Keys Marathon Weekly and Richard Taborrino from the Keys Citizen and Keys News.

Approval of Agenda & Consent Agenda

Matlock added Parking Ordinance Discussion as item 5D, Landry removed the Public Works report from the consent agenda, Garrett pulled Resolution 2023-62 and informed everyone we would be readvertising and going back out to bid.

MOTION: Smith moved to approve the agenda as amended.

SECOND: Landry

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

***Approval of Minutes**

Workshop Discussion Items – Johnson informed everyone that the July 25th Workshop would be a special call meeting instead because the Council would adopt a budget resolution to set the millage and time and place for the budget meetings. Smith commented that the Council previously decided to discuss the LDR and Codes as well as affordable housing. Landry asked if the Council could get a breakdown of building a code case to the agenda so that the public is aware of legally how long we must give people to come into compliance. Landry asked for a quarterly update in August on Vacation Rentals

Endorsing the Southeast Florida Climate Action Pledge – Shea explained that the City participates but we have not made a pledge as other government entities have. We will continue to jointly advance strategic climate adaptation and mitigation planning, programs, and policies as appropriate. The council gave a head nod of approval.

Right of Way Discussion (Matlock) – Matlock proposed that city wide, you can park in front of your own property in the right of way. Still commented she would be interested if it would be legal to do that. Williams explained it would be one hundred percent a policy decision, but we would have to bring back the policy for first and second hearing. Smith suggested we discuss it at the workshop regarding the LDRs and Code and agreed with Matlock that parking needed to be looked at. Garrett commented that the LDRs are a broad topic and asked the Council to give staff a list of topics of interest so that we are prepared.

City Manager Report

* A. MCSO Marathon Substation Report

* B. Grants Update

C. Public Works Report – Solis reported revenues for the month of June were up from the previous month, with revenue for June at \$121,251.00. The total Revenue generated from the parking meter since April 4 was \$348,806. As expected during the summer month, the revenue at the beach has decreased, while the revenue at the Boat Ramps has increased. Pave Mobility has issued an additional \$7,330 in citations. Solis explained the cameras at the 33rd Street ramp and the Aviation ramp are installed, and all conduits and electrical work should be completed no later than the middle of next week. Solis commented he was hopeful the system will be operational by the weekend preceding Mini Season, and within the next week there would be signage for the pay app.

- * D. Park and Recreation Report
- * E. Marathon Fire Rescue Report
- * F. Marina Report
- * G. Code Report
- * H. Wastewater Utilities Report
- * I. Building Report

Ordinances for Second Public Hearing and Enactment

Ordinance 2023-10 Amending Chapter 14 “ Environment and Natural Resources”, Article 3 “Protection of Sea Turtles”, Amending Section 14-61 “Definitions”, Amending Section 14-63 “Standards for exterior artificial lighting”, Amending Section 14-64 “ Standards for Interior artificial lighting”, Adding Section 14-68 “Applicability”, Amending Sections 14-68 through 14-92 “Reserved”; Of The City Of Marathon Code of Ordinances; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code.

Shea explained there were no changes since the first reading.

Paige Lansky, Outreach Coordinator with the National Wildlife Federation, spoke in favor of the ordinance.

Garrett informed everyone a nest of turtles came out last evening and went the wrong way unfortunately. The juvenile turtles are now at the Turtle Hospital and the code officers will hang door hangers to educate everyone and will mail out information to make sure everyone adheres to the Ordinance.

MOTION: Still moved to approve Ordinance 2023-10
SECOND: Smith

Vote of the Motion:

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

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

Ordinance 2023-11, Deleting City Of Marathon’s Code Of Ordinances Section 14-4 Titled “Unloading Of Shrimp By Commercial Fishing Vessels Restricted.”; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

Shea informed everyone there were no changes since the first hearing. The Vice Mayor called for Speakers, hearing none, closed public comments.

MOTION: Landry moved to approve Ordinance 2023-11
SECOND: Matlock

Vote of the Motion:

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

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

Ordinances for First Public Hearing

Ordinance 2023-12, Amending Chapter 107, Article 2 Entitled “Transfer Of Building Rights”, Specifically Section 107.17. Entitled “General Provisions”, Of The City Of Marathon Land Development Regulations; 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 Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Economic Opportunity In Accordance With State Law.

Shea explained the two-sentence proposed change to our current Ordinance and explained the proposed amendment codifies the existing Administrative Interpretation

The Vice Mayor called for Speakers, hearing none, closed public comments.

MOTION: Landry moved to approve Ordinance 2023-11
SECOND: Matlock

Vote of the Motion:

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

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

Ordinance 2023-13, Amending Chapter 108, Article 2 (“Nonconforming Structures”) By Deleting A Portion Of Section 108.15 Titled “Additional Standards For Nonconforming Sexually Oriented Businesses.”; Specifically, Subsection B Part 2 To Comport With Modern Constitutional Constraints; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For The Transmittal Of This Ordinance To The State Department Of Economic

Opportunity After Final Adoption By The City Council; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

Shea explained the change to the Ordinance regarding restrictions on signage.

The Vice Mayor called for Speakers, hearing none, closed public comments.

MOTION: Landry moved to approve Ordinance 2023-11

SECOND: Matlock

Vote of the Motion:

Yes: Landry, Matlock, Still, Smith, Gonzalez

No: None

Absent: Gonzalez

Abstain: None

Citizens' comments

Diane Scott – commented that the Sherriff's Department does not enforce laws and there were dogs at the beach.

Resolutions for Adoption:

~~*A. — **Resolution 2023-62**, Accepting The Responsible Bid And Approving A Contract Between The City And Cortez Heating and Air In An Amount Not To Exceed \$220,743 For The Replacement Of The A/C System At City Hall; Authorizing The City Manager To Execute The Contract And Appropriate Funds On Behalf Of The City; And Providing For An Effective Date~~

*B. **Resolution 2023-63**, Approving Change Order #1 to the contract with Tropical Underground in An Amount Not to Exceed \$31,889.00 For The Additional Work Of Converting Existing Underground Vacuum Pit To A Connector Manhole In Order For Proper Connection To The New Lift Station; Authorizing The City Manager To Execute The Contract And Appropriate Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

Council Comments

Matlock commented that the Fourth of July went great and there were no major problems.

Smith echoed Matlock's comments and thanked the Rotary Club and commented that the fireworks display was great. Smith reminded everyone of the BrewBQ and commented how hot it was and reminded everyone to stay safe and hydrate.

Landry thanked the Rotary for the great Fourth of July and reminded everyone that mini lobster season was approaching to be careful, and safe. Landry also reminded everyone of the second meeting of the month and asked everyone to come out and provide input.

Still thanked everyone for attending the meeting and reminded everyone of the events and contests for the upcoming BrewBQ event. Still also reminded everyone of the Leadership Monroe recruitment event at Key Colony Inn from 5:30 to 7:30 on July 20th and encouraged everyone to participate as they will make invaluable contacts. Still reminded everyone of the July 25th workshop and reminded everyone if they cannot attend a meeting, anyone can email or call the Council. Still reminded everyone to stay safe.

ADJOURNMENT

With no further business to come before the Council, Vice Mayor Still adjourned the meeting at 5:58 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of July 11, 2023

Diane Clavier, City Clerk

Date

DRAFT