

COUNCIL AGENDA STATEMENT



Meeting Date: February 10th, 2026

To: Honorable Mayor and City Council

From: Paul Bartnik, Director of Public Works

Through: George Garrett, City Manager

Agenda Item: **Resolution 2026-14**, Renewing The Turf And Landscape Maintenance Agreement With FDOT For The Maintenance Of The Us 1 Corridor Within The City Of Marathon; Authorizing The City Manager To Execute The First One Year Renewal Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

In July of last year, the City entered into an agreement with the Florida Department of Transportation (FDOT) to maintain the rights-of-way along the U.S. 1 corridor within the City limits in accordance with the City’s landscaping standards. As a result of this agreement, the City is responsible for maintaining the medians, installed landscaping, and landscaped areas within the rights-of-way. The City receives \$53,000 annually in compensation from FDOT for these services. The agreement has a one-year term with two renewal options and is set to expire in July 2026. To carry out the requirements of this agreement, the City invested in additional personnel and equipment during the prior year.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	_____	_____
3. Not applicable_____		

FISCAL NOTE:

The adopted FY26 Street Maintenance Fund budget anticipates the reimbursement revenue related to this agreement.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2026-14**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA RENEWING THE TURF AND LANDSCAPE MAINTENANCE AGREEMENT WITH FDOT FOR THE MAINTENANCE OF THE US 1 CORRIDOR WITHIN THE CITY OF MARATHON; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST ONE YEAR RENEWAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FDOT (Florida Department of Transportation) (the “DEPARTMENT”) has jurisdiction and maintains State Road 5/US-1 /Overseas Highway within the FDOT right of way from the Seven Mile Bridge to the West end of Tom’s Harbor Bridge Channel (Bridge # 900100) in the City of Marathon in (the “LOCAL GOVERNMENT”); and

WHEREAS, the DEPARTMENT, at the LOCAL GOVERNMENT’s request, has agreed to compensate the LOCAL GOVERNMENT for the maintenance of turf and landscape, hereinafter referred to as (the ‘PROJECT’), and

WHEREAS, the Department and the LOCAL GOVERNMENT entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the State Roads described in "Exhibit A" of the original contract; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement; and

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

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

Section 2. The parties agree to a renewal of said original agreement for a period beginning the 1 day of July, 2026 and ending the 30 day of June, 2027 at a cost of \$53,000.00. All terms and conditions of said original agreement shall remain in force and effect for this renewal, 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 for a one-year renewal. The City Manager is authorized to execute a one-year renewal of the Contract on behalf of the City.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 10TH DAY OF FEBRUARY, 2026.**

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AT353-R1 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 455231-1-78-01
County(ies): Monroe

This Agreement made and entered into this _____ day of _____, _____, by and between the State of Florida Department of Transportation, hereinafter called "Department", and City of Marathon, 9805 Overseas Highway, Marathon, Florida 33050 hereinafter called "Contractor".
(This date to be entered by DOT only.)

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 28 day of May, 2025
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform maintenance of all turf and landscape areas within the right-of-way on the State Roads described in "Exhibit A" of the original contract; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1 day of July, 2026 and ending the 30 day of June, 2027 at a cost of \$53,000.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

City of Marathon
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL) Legal: _____

City State

By: _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Fiscal: _____
Approval as to Availability of Funds