



City of Marathon City Council Agenda
Marathon Council Chambers, 9805 Overseas Hwy., Marathon
Tuesday, August 13, 2019 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. **City Council Items**
 - *A. Approval of Minutes1
 - B. Monroe County Transportation Coordination Committee (Mayor Bartus) ...7
 - C. Request to Hold Coral Head Music Festival February 2020 and permission to sell Beer and Wine at Marathon Community Park (Mayor Bartus).....11
 - D. Request to Hold Annual Taste of the Islands November 10th, waive fees and permission to sell Beer and Wine at Marathon Community Park12
 - E. Tour de Reef Bike ride permission to use Marathon Community Park as Rest Stop.....13
 - F. US1 Lighting Update (Councilmember Zieg)
 - G. Boat Ramp Discussion and Impact From KCB (Councilmember Zieg)
 - H. Planning Commission Appointment (Vice Mayor Cook)
 - I. Private Inspection Reimbursement Procedure (Councilmember Senmartin)
 - J. Splash Park Commitment (Councilmember Senmartin)
 - K. Community Announcements30
 - L.
6. **City Manager Report**
 - A. Farewell to Mr. Jimmy Schmidt and Welcome Mr. Paul Davis
 - B. Growth Management Report.....31
 - C. Planning Department Report, Affordable Housing Allocations.....38
 - D. Marina Report.....43
 - E.
7. **Citizens' comments on agenda items not scheduled for public hearing and items other than those appearing on the agenda** [Those who have signed in will be given the first opportunity to speak. Time is limited to 2 minutes per speaker and 30 minutes total time for this agenda item.] **TIME CERTAIN TO 6:30 PM OR AS SOON AS POSSIBLE THEREAFTER OR AT THE CONCLUSION OF ALL COUNCIL BUSINESS; WHICHEVER OCCURS FIRST.**
8. **Public Hearing**
 - A. Hurricane Irma Voluntary Home Buyout CDBG-DR Program Public Hearing.....46

9. Ordinances for Second Public Hearing and Enactment

A. Ordinance 2019-08, Amending The City Of Marathon Comprehensive Plan Modifying Chapter One, “Future Land Use,” Table 1-1, “Future Land Use Densities And Intensities,” To Provide Assurances That Residences Within RL-C Zoning May Be Rebuilt; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.....86

B. Ordinance 2019-09, Amending Chapter 103 “Zoning Districts”, Article 3 “Use And Intensity Tables”, Modifying Table 103.15.1 “Uses By Zoning District” And Table 103.15.2 “Density, Intensity, And Dimension For Zoning Districts;” Amending Chapter 108, Article 3, “Nonconforming Uses,” Section 108.12, “Nonconforming Density And Intensity” And Article 4, “Nonconforming Lots,” Section 108.13, “Nonconforming Lots;” Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date....97

10. Resolutions for Adoption

***A. Resolution 2019-72**, Nominating Property For Purchase By The Monroe County Comprehensive Plan Land Authority For The Purposes Of Workforce Housing; And Providing For An Effective Date.....101

***B. Resolution 2019-73**, Approving A Fire Rescue – EMS Medical Director Agreement With Professional Emergency Services, Inc., In An Amount Not To Exceed \$40,000; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds: And Providing For An Effective Date And Providing An Effective Date.....106

***C. Resolution 2019-74**, Approving A Professional Services Agreement Between The City Of Marathon And Professional Practice Support, Inc., Third Party Healthcare Billing Agreement; Authorizing the City Manager To Execute The Extension And Expend Budgeted Funds; And Providing For An Effective Date.....120

***D. Resolution 2019-75**, Approving The Execution And Delivery Of Amendment To Financing Agreement; Providing For The Rights, Securities And Remedies For The Owner Of The Note; Making Such Determinations As Are Required To Afford The Note “Bank Qualified” Status; Making Certain Covenants And Agreements In Connection Therewith; Providing For Severability; And Providing For An Effective Date.....137

***E. Resolution 2019-76**, Approving an Amendment To The Contract With Biosolids Distribution Services, LLC., For Liquid Sludge Removal Services Previously Approved By Resolution 2019-06 Dated January 8, 2018; Increasing The Contract Amount From \$75,000 to \$175,000; and Authorizing The City Manager To Execute The Amendment And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.....147

F. Resolution 2019-77, Restricting Parking On Certain Rights-Of-Way On Stirrup Key Road Pursuant To City Code Section 32-31(A); And Providing An Effective Date.....151

***G. Resolution 2019-78**, Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of various Airvac (now the Aqseptance Group) vacuum collection system replacement components and equipment for use in replacing and upgrading the vacuum pits in Ocean Isles, In An Amount Not To Exceed \$92,161.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.....155

***H. Resolution 2019-79**, Urging That Any Reauthorization of The National Flood Insurance Program Must Include Meaningful Affordability Protections For All Policy Holders, Specifically A Lower Cap On Annual Increases; And Providing For An Effective Date.....160

***I. Resolution 2019-80**, Approval Of The Off-System Construction Maintenance Agreement For The Improvements To the Intersection Of US 1 And Aviation Blvd; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.....165

***J. Resolution 2019-81**, Providing For The City of Marathon Voluntary Home Buyout Local Program Prioritization Criteria For Selection Of Properties Interested In The Voluntary Home Buyout Program Utilizing Community Development Block Grant - Disaster Recovery Funding.....178

***K. Resolution 2019-82**, Providing For The City of Marathon Voluntary Home Buyout Local Program Prioritization Criteria For Selection Of Properties Interested In The Voluntary Home Buyout Program Utilizing Community Development Block Grant - Disaster Recovery Funding.....182

11. Citizens' comments [2 minutes per individual - Each individual has one opportunity to speak.]

12. Council comments

13. Adjournment

The public hearings will commence at 5:30 p.m., or as soon thereafter as business permits, in the City Hall Council Chambers, 9805 Overseas Highway, Marathon, FL. All interested persons are invited to attend the meeting and participate in the discussion; or, written comments may be sent to the City of Marathon, c/o City Clerk, 9805 Overseas Hwy, Marathon, FL 33050. 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 clavird@ci.marathon.fl.us if you would like to receive any of the items on the agenda by email.

CALL TO ORDER - A Meeting of the City Council of Marathon, Florida was held on July 9, 2019 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Bartus called the meeting to order at 5:30 pm.

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Luis Gonzalez

Councilmember Mark Senmartin

Councilmember Dr. Daniel Zieg

Vice Mayor Steven Cook

Mayor John Bartus, comprising a quorum

Also in attendance were:

City Manager, Charles Lindsey

Planning Director George Garrett

City Attorney, David Migut

City Clerk, Diane Clavier

Finance Director Jennifer Johnson

Code Compliance Officer, Patti Childress

Public Works Director, Carlos Solis

Utility Director, Dan Saus

Captain Don Hiller, Monroe County Sheriff's Office

Sherriff Rick Ramsay, Monroe County Sheriff's Office

Marina Director, Sean Cannon

Fire Chief John Johnson

Approval of Agenda and Consent Agenda

Lindsey removed item 5B, 15 Year Service Award, Captain Joe Forcine Marathon Fire Rescue from the agenda as well as Ordinance 2019-11 regarding civil penalties for the possession of Marijuana and drug paraphernalia, informing Council both of the items would come back at a later meeting.

MOTION: Cook moved to approve the agenda as amended.

SECOND: Zieg

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

City Council Items

*** Approval of Minutes**

Bartus recognized Sherriff Ramsay

Be Kinder Program Presentation (Councilmember Senmartin) Senmartin introduced Jan Birch who explained her kindness project and invited everyone to take a heart pin and share it with someone as an act of kindness.

Less Than Fee Program Update (Councilmember Zieg) Zieg explained there was a memo that outlined the program to prevent takings cases, where the County, through the Land Trust is paying for the building rights for adjacent lots, and the owner would give up the right to build while still retaining the property. Zieg explained if the City made a list of property owners eligible, the County would look favorably on this. Senmartin questioned how this would be funded. Garrett explained the County has set aside funding through the Land Authority.

Community Park Use and Fee Discussion – Lindsey asked for permission to come up with a fee schedule, explaining some costs are not realized. Gonzalez explained he spoke with Jimmy Schmidt who had an idea to add one dollar to each paid admission plus a deposit. Senmartin questioned what the fire department costs were when there was an event. Lindsey explained that is the part of the process to discover those costs, as we do not charge for the park department personnel, or damage to the fields. Lindsey stated we are not trying to make money, we are just trying to be reimbursed for actual costs. Zieg stated he felt the dollar charge was an excellent ideas as well. Zieg also suggested using the Quay property or Oceanfront Park for smaller venues when possible to avoid damage to the field. Cook commented that having buy in from the renter may also keep damages down. Senmartin asked about the shade structure at the 74th Street park. Schmidt explained because of safety issues (fall zone) at the playground, the shade structure would be quite expensive and because of all of the damages caused by Irma, they were prioritizing repairs, and worked to make the park safe.

Request to Hold Conch Records Video Festival January 3-5th and permission to sell Beer and Wine at Marathon Community Park - Cliff Rydell outlined his requests to use the park from 5 pm to 10 pm on January 3rd, and noon to 10 pm on January 4th and noon to five on Sunday, allow the sale of beer and wine and have the park rental fees waived as well as the steps he would take to ensure the field would not be damaged, security plan, emergency response plan, and garbage plan. Rydell explained the Marathon Wild Bird Center would collect all alcohol, soft drink and water sales and he would put the required deposit down.

MOTION: Cook moved to approval to the request

SECOND: Zieg

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

Request to Hold Coral Head Music Festival February 2020 and permission to sell Beer and Wine at Marathon Community Park (Mayor Bartus) Mayor Bartus tabled this item, as the requestor was not present.

MOTION: Bartus moved to continue this item to the next meeting

SECOND: Cook

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

Community Announcements - The Clerk read the Community Announcements.

City Manager Report

City Marina Report – Cannon outlined his written report

Wastewater Utility Report – Saus gave an overview of his written report. Zieg questioned when we would take over the storage lot and Avenue I. Saus explained the bath house needed to be moved and there were a few things that needed to be removed from the storage yard.

Code Magistrate Report – Childress gave an overview of the written report

Quasi-Judicial Public Hearing:

Resolution 2019-66, Approving A Request By Holiday Inn Express & Suites For A Time Extension For Approvals Granted Pursuant To Resolutions 2014-105 And 2015-37 Pertaining To The Granting Of Twenty-Five (25) Transient Residential Units (TRUs) For A Project Approved By The City To Expand The Holiday Inn Express & Suites By A Total Of Twenty-Seven (27) Hotel Units Approved Pursuant To Resolutions 2014-61 And 2014-62 For A Conditional Use Permit And A Development Agreement Respectively; Providing That Said Conditional Use Permit And Development Agreement Were Approved For Time Extensions Pursuant To Resolutions 2017-47 And 2018-65; Providing That The Approval Of This Resolution Makes The Approved Time Frames For The Conditional Use Permit,

Development Agreement And The Allocation Of Transient Residential Units (TRUs) Contemporaneous; Providing That Said Extension Request Is Issued For Property Which Is Legally Described As Part Of Government Lot 2, Fat Deer Key, Monroe County, Florida, Having Real Estate Numbers 00100260-000100 And 00100260-000102

The clerk swore in speakers. Council stated they had no ex parte communications.

Garrett explained the new owner has all their building permit applications submitted and staff expects to issue their permits on time, but in an abundance of caution, an extension is being requested.

MOTION: Cook moved to approve Resolution 2019-66

SECOND: Zieg

Mayor Bartus called for public comments; hearing none closed comments.

Vote of the Motion:

Yes: Cook, Zieg, Senmartin, Gonzalez, Bartus

No: None

Absent: None

Abstain: None

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

Resolutions for Adoption

Resolution 2019-67, 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

Johnson explained the General Fund is significantly supported by our ad-valorem revenues. The preliminary millage rate that we are seeking is for 2.59 mills which is the same millage rate we charged in FY2019 and FY2018. Essentially we are keeping our price the same, although Florida TRIM compliance views this as a tax increase. The preliminary rate is 5.89% higher than our roll-back rate of 2.4459 mills. This millage rate will generate about \$6.8M of revenues for our general fund.

Overall the FY20 general fund revenues are projected to be approximately \$21.2M, while the estimated expenditures are about \$14M. This budget anticipates FEMA reimbursements of approximately \$4.6M in FY19 and about \$7.4M in FY20. If these reimbursements come through we are projected to end FY20 with 13 days or \$501,487 over of our 6 month reserve target in the General Fund. Johnson expressed the importance of building our General Fund reserves over the next few years, and suggested the Council may want to consider a new reserve target. Zieg asked Johnson to explain the increase to the Fire Department budget. Johnson stated the \$700,000 increase was for two new positions and there was \$200,000 in overtime. Zieg complimented

Johnson on doing a great job. Senmartin suggested now may be the time to extend our reserve goals closer to the one year mark. Johnson commented that she felt now was not the time to increase the budget because our residents are still fighting for insurance money because of Irma. Lindsey agreed that our taxpayers cannot have that burden at this time. Bartus thanked Johnson and the department heads for doing a great job with the budget. Lindsey informed everyone that although we took a line of credit, we do not have a balance on it. Lindsey also thanked the residents for putting up with the beach and park not getting repaired quickly due to the City waiting for reimbursements.

Mayor Bartus called for public comments; hearing none closed comments.

MOTION: Zieg moved to approve Resolution 2019-67

SECOND: Cook

Vote of the Motion:

Yes: Zieg, Cook, Senmartin, Gonzalez, Bartus

No: None

Absent: None

Abstain: None

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

* **Resolution 2019-68**, Approving Change Order No. 2 To Contract Between The City And Discount Rock & Sand, Inc. In The Original Amount Of \$1,343,241.00 For The Reconstruction Of Sombrero Beach From Hurricane Irma Damages; Increasing The Contract In An Amount Not To Exceed \$30,785.62 For Various Items Requested By The City As Part Of The Beach Reconstruction Project; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

Resolution 2019-69, Accepting The Lowest Responsive And Responsible Bid, And Approving A Contract Between The City And H&R Paving, Inc., In An Amount Not To Exceed \$1,755,787.78 For The Aviation Blvd. Multi-Use Trail Project; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

Solis explained FDOT has allocated 2.1 million dollars for the project, and this project was rebid, and does not include lights. Senmartin questioned when the project would start. Solis explained FDOT has to give authorization, but he expected it would be less than 30 days.

MOTION: Zieg moved to approve Resolution 2019-69

SECOND: Senmartin

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

***D. Resolution 2019-70**, Approving Change Order No. 1 To Contract Between The City And XGD Systems, LLC. In The Original Amount Of \$118,500.00.00 For The Re-Sodding Of The Soccer Fields At Community Park; Increasing The Contract In An Amount Not To Exceed \$84,444 For The Re-Sodding of the Baseball Fields and The Dog Park At Oceanfront Park; Authorizing The City Manager To Execute The Change Order And Expend and Appropriate Funds On Behalf Of The City; And Providing For An Effective Date.

***E. Resolution 2019-71**, Rescinding Resolutions 2017-77 And 2018-105 Having Been Superseded By Other Resolutions Or Having Become Unnecessary; And Providing For An Effective Date

Citizens' Comments:

Diane Scott spoke about drinking and driving and drugs

Council Comments

Gonzalez thanked the pyro techs and everyone who took part in the July 4th festivities.

Senmartin explained his 15 year old son drove Senmartin' s Camaro in the parade and thanked Johnson for her hard work on the budget.

Zieg gave an overview of historical events and thanked everyone who took part in the 243rd July 4th Celebrations. Zieg thanked Johnson and the staff.

Cook thanked Solis, public works staff, Gonzalez Landscaping, Rotary, and Randy Mearns and crew for the great July 4th event and thanked Marathon Fire Rescue and the MCSO deputies and Jennifer Johnson and Chuck Lindsey for the raise he did not take and his expertise of adapt and overcome and thanked staff for all they do. Cook gave his well wishes for TJ Patterson.

Bartus thanked Rotary, Randy Mearns and crew, Parks and Recreation department and recalled the historical moon landing one week from this Saturday, fifty years ago.

ADJOURNMENT

With no further business to come before the Council, Mayor Bartus adjourned the meeting at 6:39 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of July 9, 2019.

Diane Clavier, City Clerk

Date

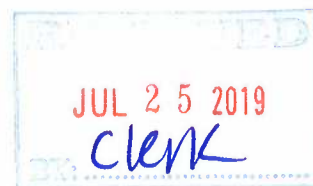
County of Monroe

The Florida Keys



BOARD OF COUNTY COMMISSIONERS

Mayor Sylvia J. Murphy, District 5
Mayor Pro Tem Danny L. Kolhage, District 1
Michelle Coldiron, District 2
Heather Carruthers, District 3
David Rice, District 4



Commissioner David P. Rice

9400 Overseas Hwy., Suite 210
Florida Keys Marathon Airport Main Terminal
Marathon, FL 33050
Boccdis4@monroecounty-fl.gov
305-289-6000

July 23, 2019

John Bartus, Mayor
City of Marathon
9805 Overseas Hwy.
Marathon, FL 33050

RE: Monroe County Transportation Coordination Committee

Dear Mayor Bartus,

At the July 17, 2019 meeting of the Board of County Commissioners, the Board passed Resolution #201-2019, (enclosed), creating the Monroe County Transportation Committee to work towards improvement of public transportation services county-wide. This will formalize and continue the work of the informal group of county and city staff, and FDOT representatives that have met the past few months to discuss possible improvements and alternatives to public transportation, for both workers, tourists, and the general public to get cars off the road.

I invite the City of Marathon Council to participate in this effort and appoint an elected official to the 6-member committee, and a staff member as a resource, or alternate, to the Committee. The Committee has non-voting resource representatives from across the agencies and local government involved in public transportation. An organizational meeting will be planned for late August, early September to bring the Committee together for the first time, after all the municipalities have had time to make their appointments.

We expect to be able to send the committee members back to their boards and councils with some proposals for cost-sharing for improvements to the Miami-Dade Express and Lower Keys Shuttle services very soon. This will be a good start on what we hope this committee will accomplish for public transportation to link our communities, and create a stellar public transportation system, including short-distance public transportation services within communities to supplement the bus service.

I look forward to working with you on this important issue for all our communities.

Respectfully,

David P. Rice, Commissioner
District 4
Monroe County Board of Commissioners

Cc: Monroe County Board of Commissioners
Roman Gastesi, County Administrator
Christine Hurley, Growth Management Director/Assistant County Administrator
Chuck Lindsay, City Manager, City of Marathon

RESOLUTION NO. 201 - 2019

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA ESTABLISHING THE FLORIDA KEYS TRANSPORTATION COORDINATION COMMITTEE; PROVIDING FOR MEMBER COMPOSITION; AND PROVIDING FOR GOALS AND OBJECTIVES OF THE COMMITTEE.

WHEREAS, the Florida Keys portion of Monroe County has the Overseas Highway, also designated as U.S.1, as the lone roadway upon which all cross county traffic must traverse; and

WHEREAS, traffic issues on U.S. 1 affect the health, safety, welfare, and quality of life of Monroe County residents and visitors throughout the Keys; and

WHEREAS, comprehensive solutions are necessary for the traffic and transportation issues that affect the Keys; and

WHEREAS, there currently is no official body to consult and coordinate on traffic issues between the County and the five municipalities within the Keys; and

WHEREAS, forming a transportation committee establishes a community body to help facilitate policies to create transportation options throughout the length of U.S. 1 for all forms of transit; and

WHEREAS, the Commission desires to improve transportation coordination efforts between the County and its five municipalities by establishing the Florida Keys Transportation Coordination Committee composed of one elected official from the County and each municipality; and

WHEREAS, the Commission invites each municipality to join in the mutual endeavor of solving the Keys' transportation issues by participation in this committee; and

WHEREAS, the Commission and each municipality within the County are committed to increasing safe, attractive, sustainable, comfortable and efficient access and travel along U.S. 1 throughout Monroe County; and

WHEREAS, the Commission charges the Florida Keys Transportation Coordination Committee with the task of developing recommendations for solving the traffic issues that exist throughout the Keys including, but not limited to, recommendations for improving the coordination of public transportation services currently being offered; and

WHEREAS, the Commission invites each municipality to assign key staff to assist the Florida Keys Transportation Coordination Committee with its mission; and

WHEREAS, the Commission finds that an advisory board such as the Florida Keys Transportation Coordination Committee would better serve its purpose if it is permitted to meet via video and/or teleconferencing pursuant to chapter 2017-214, Laws of Florida, and Resolution 299-2017 and therefore authorizes the committee to meet according to the rules promulgated under that authority.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Creation of the Florida Keys Transportation Coordination Committee. The Board of County Commissioners (“BOCC”) hereby creates the Florida Keys Transportation Coordination Committee (“FKTCC”).

Section 2. Committee Composition. The FKTCC shall be composed of six members consisting of one elected official from the governing body of each of the five municipalities and the County as chosen by that governing body. Each governing body may designate an alternate member from among its members and may fill a vacancy in its representation on the committee if one occurs. Each year, the FKTCC shall elect a chair and vice chair from its members. A quorum shall exist when a majority of committee members from those jurisdictions that have appointed a representative are present.

Section 3. Duties and Responsibilities. The mission and purpose of the FKTCC is to develop and promote a system of public transportation in various modes to support the needs of the residents throughout the County in a coordinated and comprehensive manner. The FKTCC shall perform the following functions:

- a. Hold public meetings consistent with Chapter 286, Florida Statutes, as often as its members determine appropriate;
- b. Study and research traffic issues confronting the Florida Keys, both as a whole and locally, within the various communities throughout the Keys; and
- c. Make recommendations to the BOCC and the governing bodies of each municipality on potential solutions to those traffic issues.

Section 4. Staff Support. The BOCC directs the County Administrator to provide administrative and logistical support for the FKTCC. Such support shall include providing professional staff to assist the FKTCC with its duties, provide administrative support staff as requested by the Committee, coordinate the scheduling of public meetings of the committee, and other tasks requested by the committee. The municipalities are encouraged to provide professional and support staff to assist and supplement the County’s efforts.

Section 5. Legal Representation. The County Attorney or his designee shall provide legal counsel to the FKTCC with respect to the conduct of its duties.

Section 6. Effective Date. This resolution shall become effective immediately upon adoption. The Committee shall be considered formed upon the effective date of this resolution.

Section 7. Remote Meetings. The FKTCC is authorized and encouraged to utilize "communications media technology", as that term has been defined in F.S. 120.54, Chapter 2017-214, Laws of Florida, and Resolution 299-2017, when the committee deems it appropriate, in conducting its meetings.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting of said Board held on the 17th day of July, 2019.



Mayor Sylvia J. Murphy	<u>Yes</u>
Mayor Pro Tem Danny L. Kolhage	<u>Yes</u>
Commissioner Michelle Coldiron	<u>Yes</u>
Commissioner Heather Carruthers	<u>Yes</u>
Commissioner David Rice	<u>Yes</u>

ATTEST: KEVIN MADOK, Clerk

By: *Camille Hamrick*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Sylvia J. Murphy*
Mayor Sylvia J. Murphy

FILED FOR RECORD
2019 JUL 19 AM 10:25
CLERK CIR. CT.
MONROE COUNTY, FLA

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Robert B. Shillinger, Jr.
ROBERT B. SHILLINGER, JR.
COUNTY ATTORNEY
Date 7-9-19

Request to Hold Coral Head Music Festival February 2020 and permission to sell Beer and Wine at Marathon Community Park (Mayor Bartus) Mayor Bartus tabled this item.

MOTION: Bartus moved to continue this item to the next meeting

SECOND: Cook

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

BPW/Business Professional Women of Marathon are requesting use of the Marathon Community Park for the 22nd Annual Taste of the Islands. The event is scheduled for November 10th, 2019 from 11am-5pm with set up beginning at 7am and breakdown ending by 8pm. BPW is a non-profit organization consisting of local leaders and business members with major fundraising goals. Taste of the Islands is a one day event featuring local cuisine, local music and local vendors. The club is requesting permission to sell beer and wine at the event. All proceeds of this event go to local male and female high school scholarships, which is why the organization is also requesting the rental fee waived. If there is any additional information needed, please feel free to contact BPW President Christy Johnson 305-942-9214 or one of our event organizers Jeanine Christiansen 30631-275-2161 or Mallory Morton 813-846-6759



TOUR de REEF

ISLAMORADA, FLORIDA | 2019

Event Description:

Tour De Reef is a bike ride that takes place in the upper Florida Keys in its third year produced by VeloSport Events. VeloSport Events was established in 2015 by Arnaldo Freire with the goal to produce high end paid cycling rides in South Florida that allow cycling enthusiasts to enjoy the scenic area along the coast. The event will include full police detail protection, certified ride marshals, exclusive GARNEAU event jersey, a fun-filled post ride festival, with a free meal and Craft Beer samples. Participants will enjoy two distances of 100K and 60K that will go along the famous Card Sound Road and Overseas Highway.

Goals & Objectives: VeloSport Events aims to provide a high standard event celebrating cycling in the South Florida community.

Statement of Need:

- Provide a safe, secure, bike ride that allows community members a comfortable experience on the South Florida roads.



EVENT DETAILS

Venue: Florida Key Brewery

Location: 81611 Old Hwy, Islamorada, FL 33036

Event Date(s):

- Setup: October 5, 2019
- Event: October 6, 2019

Event Hours:

- Setup: October 5, 2019
 - Course Setup: 12 PM to 3 PM
 - Festival Setup: 10 AM to 12 PM
- Event: October 6, 2019
 - Staff Arrival: 5AM
 - Participant Arrival: 6:30AM

Expected Attendance: 300 - 400

Notes: Venue will not be required to close to public

On-Site Contact: Travis Ketcham (802.558.2362)

EVENT SCHEDULE

Friday, October 4 2019

10:00 AM - 1:00 PM Uhaul Load-in

Saturday, October 5 2019

10:00 AM - 12:00 PM Event Set-Up

12:00 PM - 3:00 PM Course Setup

4:00 PM - 5:00 AM Security officer

Sunday, October 6 2019

5:00 AM - 5:10 AM All Staff Call Time

5:10 AM - 5:20 AM Festival Team Meeting

5:30 AM - 5:40 AM Volunteer Check-in Meeting

6:30 AM to 7:30 AM Packet-pickup

7:00 AM - 7:20 AM Police Escort/Ride Marshal/ SAG Support Meeting

7:30 AM to 7:55 AM Participant Speed Group Lineup

7:45 AM Ride Marshal Speed Group Lineup

7:50 AM to 8:00 AM Tour De Reef Welcome/FBA Group Safety Speech

8:00 AM OPEN | 21-24 MPH | 66 Miles | 2 Rest Stops

8:05 AM ELITE | 19-20 MPH | 66 Miles | 2 Rest Stops

8:10 AM ADVANCE | 17-18 MPH | 66 Miles | 2 Rest Stops

8:15 AM SOCIAL | 15-16 MPH | 32 Miles | 1 Rest Stop

8:30 AM - 9:00 AM - Vendor load-in

9:30 AM to 3:00 PM Tour De Reef Festival

1:00 PM Sponsor Raffle

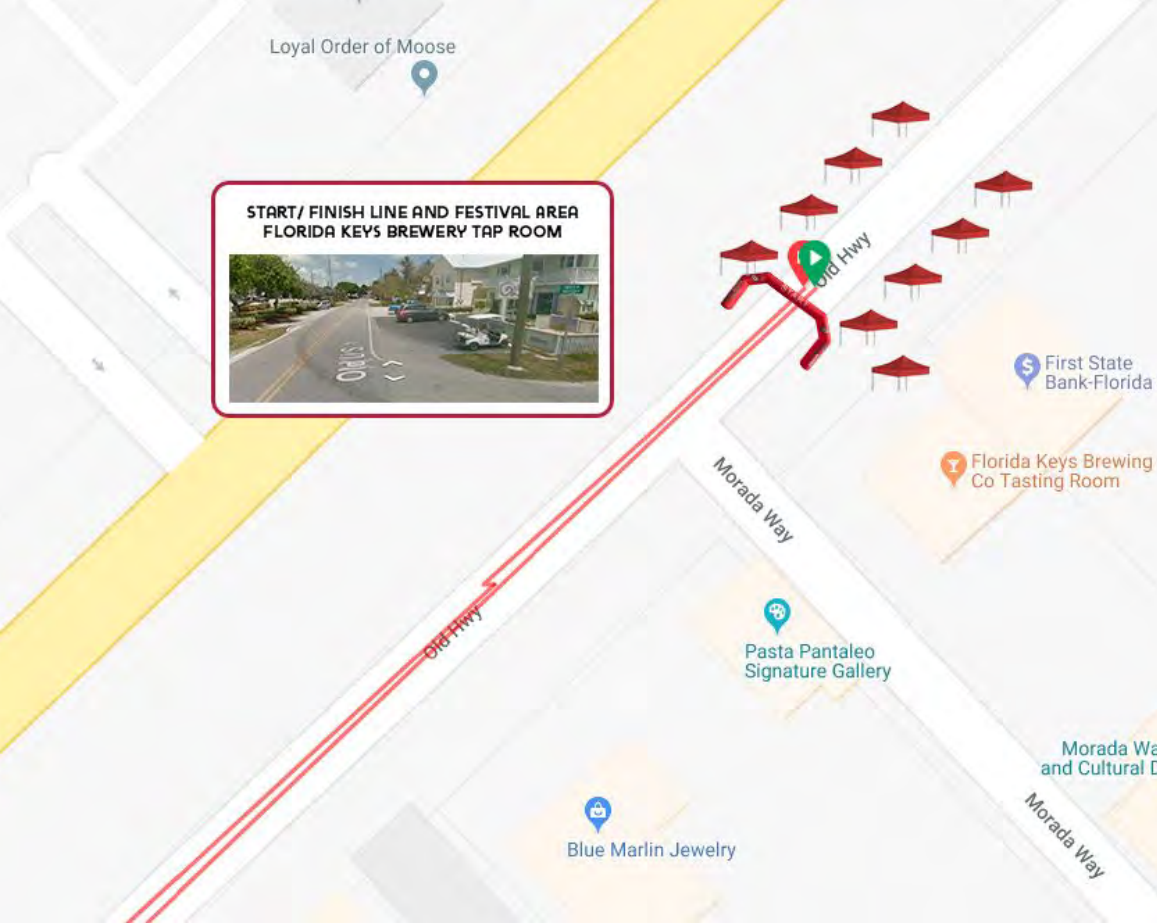
2:00 PM - Break down Begins

3:00 PM -3:45 PM Leave Park

PACKET PICK UP DATES AND LOCATIONS

<p>Wednesday October 2, 2019 Bike Tech Broward 2000 South Federal Highway Ft. Lauderdale, FL 33316 11:00 AM - 6:00 PM</p>	<p>Thursday October 3, 2019 Bike Tech Coral Way 2220 SW 22nd Street Miami, FL 33145 11:00 AM - 7:00 PM</p>	<p>Friday October 4, 2019 Bike Tech Bird Road 7252 SW 40th St. Miami, FL. 33155 11:00 AM - 7:00 PM</p>
<p>Saturday October 5, 2019 Setup Day Florida Key Brewing Co. 81611 Old Hwy, Islamorada, FL 33036 11: 00 AM - 5:00 PM</p>	<p>Sunday October 6, 2019 Event Day Florida Key Brewing Co. 81611 Old Hwy, Islamorada, FL 33036 6:30 AM - 7:30 AM</p>	

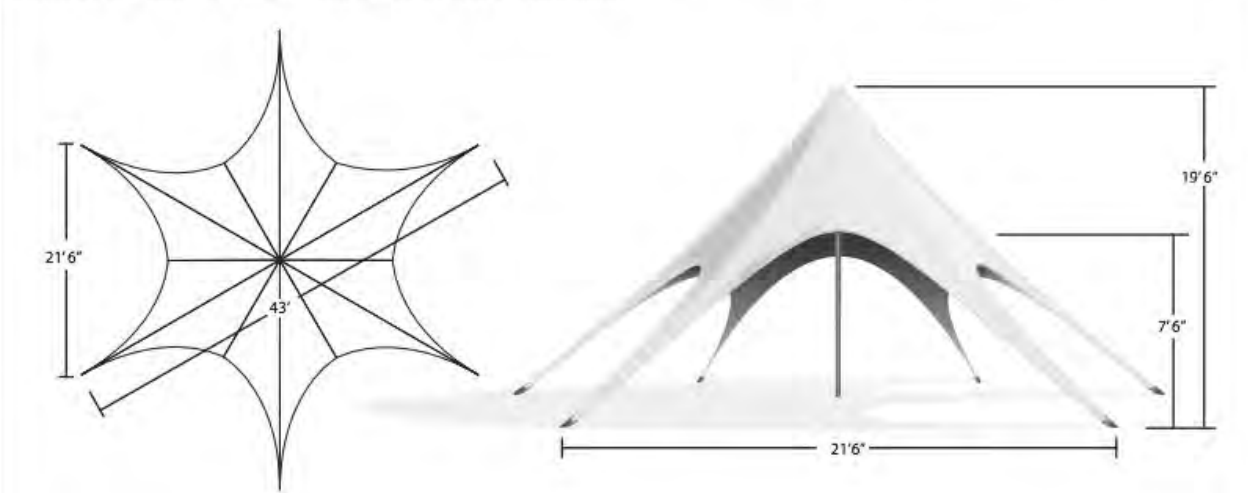
EVENT VENUE PLAN



EVENT VENUE STRUCTURES:

STARSHADE 400 (QTY 1)

The StarShade tent is a tension fabric structure supported by a single center-pole and ground up tension. The StarShade 400 stands 19.6' tall, spans a 43 foot diameter, and seats approximately 44 people at banquet tables. The StarShade tents fold down into 3 carry bags, which fit in the trunk of most standard vehicles. The StarShade has six elegant arches give added visual appeal and, at 7'6" high, offer ease in entering the covered area. Quickly set up the StarShade 400 in about 40-60 minutes.



Tension Structure Design

- 400 Square Feet of Complete Coverage Area
- Canopy is for Outdoor Use—requires depth for 30 inch stakes
- Water Resistant, Fire Retardant, and UV Protected

MASTERTENT S1 (QTY 10)

Canopy tent 10x10 ft

Dimension: 10x10 ft

Frame thickness: 43x49 mm

Pack Dimensions: 17" x 17" x 63"

Weight: 69.9 lbs

Headroom: 6' 7"

Overall height: 10' 7"

(10-15) 10x10 tents secured with (2) 20 lbs Tent Weight place on corner of each tent

Fire Extinguisher: (1) Park Shelter Fire Extinguisher at Shelter (Food Serving Area). (1) VeloSport Events Fire Extinguisher (5lb)



START/ FINISH LINE ARCH (QTY 2)

25' Arch, Inflatable with Blower

25' Inflatable Arch – Dye Sublimated

Inner Clearance: 19.5' X 10'

Weight – 35 lbs

210D Polyester

Internal Blower



EVENT VENUE POWER SUPPLY GENERATOR(S):

Ryobi 2200-Watt (QTY 2)

Digital Inverter Generator RYI2200

2200 Starting / 1800 Running Watts

106cc OHC, 4 Cycle Engine

Outlets: 120-volt AC (2), 12-volt DC (1) Parallel kit Capable



Honda EU2200i (QTY 2)

Digital Inverter Generator

2200 Starting / 1800 Running Watts

106cc OHC, 4 Cycle Engine

Fuel Tank Capacity .95 gal

Run Time per Tankful 3.2hr @ rated load 8.1 hrs @ 1/4 load

Dimensions (L x W x H) 20.0" x 11.4" x 16.7"



EVENT ROAD PLAN

OVERVIEW

<p>Distances:</p> <ul style="list-style-type: none"> • 40 Miles • 66 Miles <p>Speed Groups:</p> <ul style="list-style-type: none"> • 8:00 AM OPEN 21-24 MPH 66 Miles 2 Rest Stops • 8:05 AM ELITE 19-20 MPH 66 Miles 2 Rest Stops • 8:10 AM ADVANCE 17-18 MPH 66 Miles 2 Rest Stops • 8:15 AM SOCIAL 15-16 MPH 32 Miles 1 Rest Stop 	<p>Impact Cities: Monroe County</p> <ul style="list-style-type: none"> • Islamorada (Host City) • Lower Matacumbe Key • Layton Key • Conch Key • Grassy Key • Marathon <p>Start/ Finish Location:</p> <ul style="list-style-type: none"> • Florida Keys Brewing Co., Islamorada, FL <p>Rest Stop Locations:</p> <ul style="list-style-type: none"> • 20 Miles: ANGLER & ALE <ul style="list-style-type: none"> ○ DUCK KEY, FLORIDA • 33 Miles: MARATHON COMMUNITY PARK <ul style="list-style-type: none"> ○ MARATHON, FLORIDA • 45 Miles: ANGLER & ALE <ul style="list-style-type: none"> ○ DUCK KEY, FLORIDA
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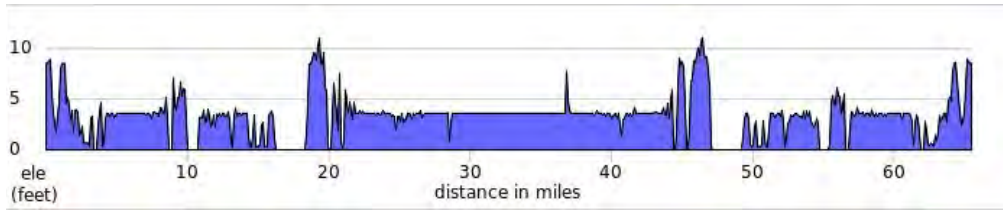
COURSE OVERVIEW MAP



View On Google Maps:

https://drive.google.com/open?id=15yeEbWfk75rwaMc26w_L5Oiz6KqexGzL&usp=sharing

COURSE ELEVATION

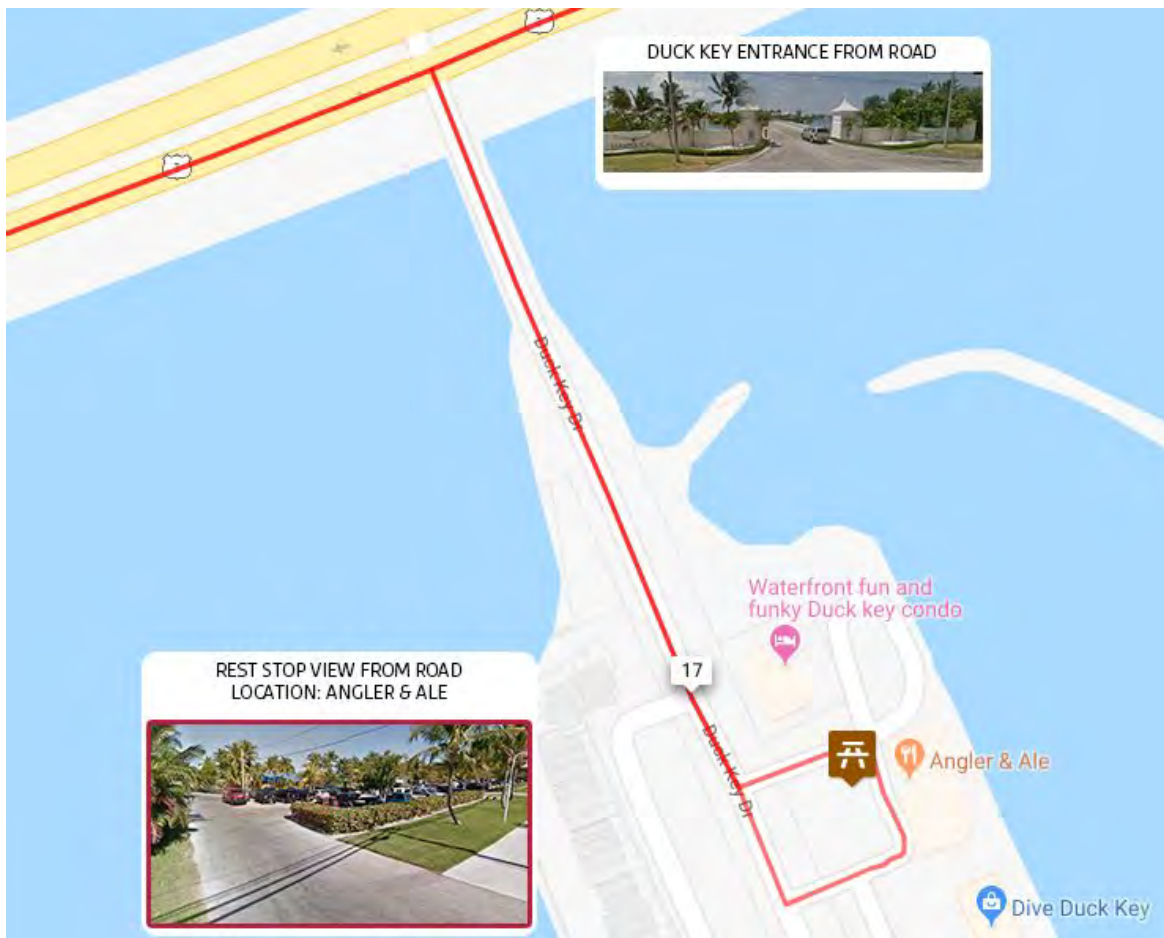


20 MILES REST STOP/ SOCIAL GROUP TURNAROUND

LOCATION: ANGLERS AND ALE

DUCK KEY, FLORIDA

NOTES: 10 MINUTE STOP, RETURN STOP #2 FOR LONG DISTANCE GROUPS



<p>Setup Time: 7:45 AM Take Down Time: 12:00 pm.</p>	<p>Ride Arrival Time: 9:30-10:15 am</p>
<p>Stop Duration: 10 Minute Stop</p>	<p>Notes: Rest stop includes a 10x10 canopy with hydration and bananas. VeloSport will be responsible for all pickup of garbage.</p>

33 MILES REST STOP
LOCATION: MARATHON COMMUNITY PARK
MARATHON, FLORIDA
NOTES: 10 MINUTE STOP



Setup Time: 7:45 AM Take Down Time: 12:00 pm.	Ride Arrival Time: 9:30-10:15 am
Stop Duration: 8 Minute Stop	Notes: Rest stop includes a 10x10 canopy with hydration and bananas. VeloSport will be responsible for all pickup of garbage.

ESTIMATED MUNICIPAL IMPACT TIMES
105K Distance | 66 Miles

SPEED GROUP	Speed Groups with FHP Detail	Start Time: Islamorada (Host City)	Social Group 20 Miles Turnaround Duck Key	Marathon 33 Miles Turn Around/ Rest Stop	45 Miles Rest Stop Duck Key	Finish: Islamorada (Host City)	TIME ON COURSE
OPEN	21-24 MPH	7:00 AM	N/A	8:45 AM - 8:55 AM	8:55 AM - 9:10 AM	9:10 AM - 9:30 AM	3:00:00 HRS AND UNDER
ELITE	19-20 MPH	7:05 AM	N/A	8:50 AM - 9:10 AM	9:35 AM - 10:00 AM	10:05 AM - 10:20 AM	2:40:00 - 3:30:00 HRS HRS
ADVANCE	17-18 MPH	7:10 AM	N/A	8:20 AM - 8:30 AM	10:20 AM - 10:30 AM	11:15 AM - 11:30 PM	4:00:00 - 4:30:00 HRS

60K Mile Distance | 40 Miles

SPEED GROUP	Speed Groups with FHP Detail	Start Time: Islamorada (Host City)	Social Group 20 Miles Turnaround Duck Key	Finish: Islamorada (Host City)	TIME ON COURSE
SOCIAL	15-16 MPH	7:15: AM	8:35 AM - 8:45 AM	9:55 AM - 9:10 AM	2:30:00 - 2:45:00 HRS

PARTICIPANT ROAD CARAVAN: OVERVIEW

- **Police Detail Support:**
 - **Monroe County Sheriff's Office**
 - **Contact: Captain Corey Bryan**
 - **Speed Group Police Vehicles:** Three (3) Police car per group. One Car Leads Group at Assigned Speed Group Pace.
- **Lead Bike Tech Event Van:** Follows Lead Police Vehicle
 - James Bailey - Bike Tech Manager
- **Lead Scooters:** If Available
- **Participant Speed Groups:**
 - **OPEN | 21-24 MPH | 66 Miles | 2 Rest Stops**
 - **ELITE | 19-20 MPH | 66 Miles | 2 Rest Stops**
 - **ADVANCE | 17-18 MPH | 66 Miles | 2 Rest Stops**
 - **SOCIAL | 15-16 MPH | 32 Miles | 1 Rest Stop**
- **Ride Marshals:**
 - **Description:** Minimum of four (4) Marshals per Speed group ensuring participants safety, knowledge of course rules, and assist with initial emergency triage protocol
 - **Ride Marshal Leader:** Mary Beth Garcia & Michael Farrell
- **SAG Support:**
 - **SAG 1: TBD**
 - **SAG 2: TBD**
 - **SAG 3: TBD**
 - **SAG 4: TBD**

Course Signage/ Road Obstructions:
Size: 24"X 17.5"



EVENT ROAD CARAVAN LAYOUT



1. LEAD POLICE - 2 TO 3 MINUTES AHEAD OF GROUP TO CLEAR TRAFFIC



2. 2ND POLICE VEHICLE - 1 MINUTE AHEAD OF GROUP



3. CIVILIAN LEAD VEHICLE - LEADING THE GROUP SAFELY AHEAD OF CYCLISTS



4. CYCLING GROUP



5. SAG VEHICLE (1 OR 2 BASED ON GROUP - SAFE FOLLOW DISTANCE BEHIND GROUP)



6. POLICE FOLLOW VEHICLE - DIRECTLY BEHIND SAG/FOLLOW VEHICLES TO

EVENT COMMUNICATION PLAN

COMMUNICATION DEVICES

BaoFeng BF-888S

5W 400-470MHz 16-CH Handheld Walkie Talkies

Description: Used for critical on site event staff for communication during event hours.

Frequency Range 400-470 MHz
RF Output Power 5W
Channel 16
Talk Range 5-10 km
Battery Type Lithium Battery
Battery Capacity 2800 mAh
Standby Time 50 Hour
Working Time 40 - 48 Hour
Battery Life Theory 10000 Hour
Monitor Function Yes
Weight 21.45oz / 608g
Operating Voltage 3.7V
Frequency Stability 2.5 ppm
Dimensions: (4.72 x 2.17 x 0.79)" / (12 x 5.5 x 2)cm (L x W x H)



BONX: Outdoor Sports Group-Talk Technology

Wireless Noise Cancelling Multifunction Sports Earbud and Microphone

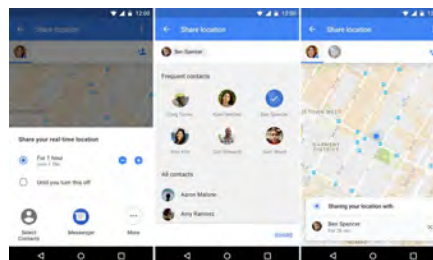
Description: Used for event Ride Marshals for communicating to Head Quarters during ride notifying of road issues.

Product Dimensions: 0.7 x 1.7 x 1.3 inches
Item Weight: 0.48 ounces
Shipping Weight: 12.6 ounces (View shipping rates and policies)
Manufacturer: Bonx Inc.
ASIN: B0787VSQ1G
Item model number: BX2-MPN1
Batteries: Lithium Metal



GOOGLE MAPS SHARING: Participant Caravan Tracking

Lead Vehicles, Lead Police Vehicles, and SAG Support Vehicles share locations to maintain tracking of groups on the road.



CRISIS MANAGEMENT PLAN

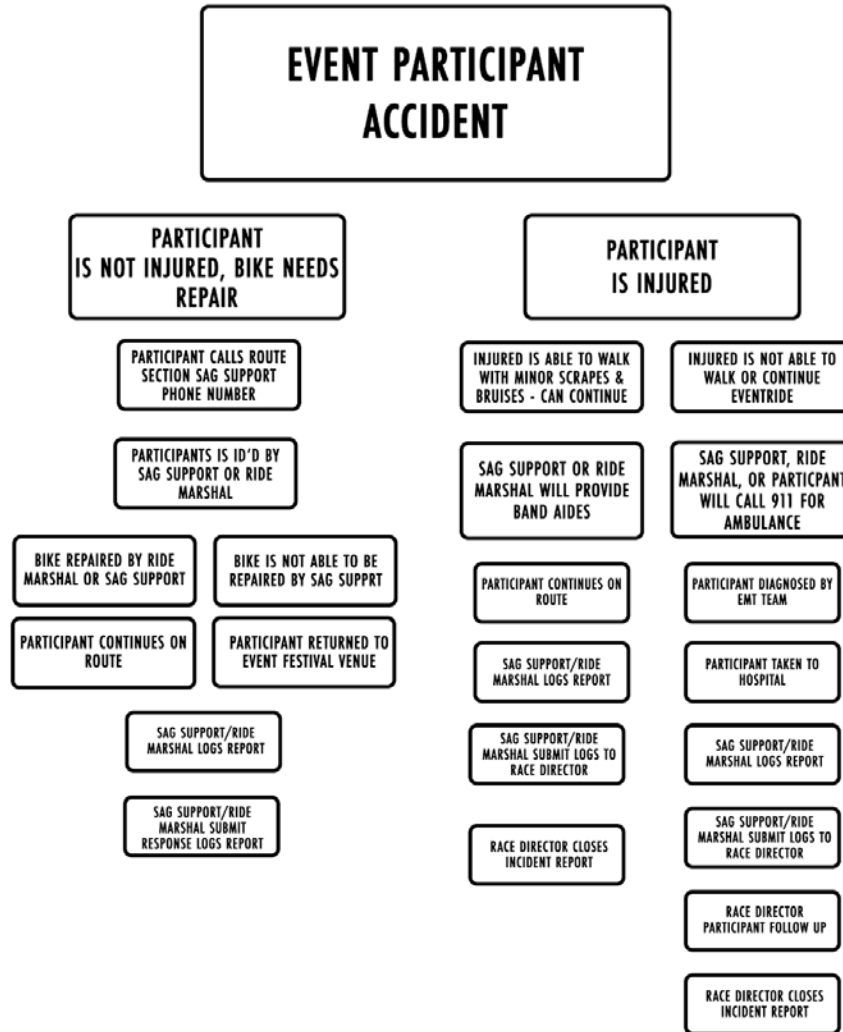
Five Principles of Crisis Management:

1. Act quickly
2. Follow the plan
3. Put public safety/interest first
4. Show responsibility/leadership/compassion
5. Take control

Crisis Communications Checklist:

- Media List – maintain an updated media list onsite with key contacts, including emails
- Message Points – Develop and disseminate internal message points to spokespersons, using all methods of mediums controlled (email, social, website, etc.)
- Phone/Email List – Develop and disseminate emergency list with cell phone numbers of key staff. Communication team members should keep this list with them at all times.
- Onsite Media Area – Communicate to all staff the designated media area that will serve as a place to relay all information to the press.
- Press Conference – Use run-of-show plans developed for daily press conferences as template for crisis press conference event.
- Crisis Planning Meeting – Prior to beginning of race, hold a staff meeting to review crisis communications procedures, roles/responsibilities and scenarios.
- Equipment – Determine any additional equipment that might be necessary to effectively deal with a crisis situation (portable generators, etc.).
- Remote Crisis Media Center – Set up a backup site (at race hotel, e.g.) in case there is a need for dealing with a crisis situation away from the race site.

Fire-Rescue Requirements



EVENT STAFFING PLAN

- Event Director: Travis Ketcham
 - Festival Manager: Daniele Portal
 - Volunteer Coordinator:
 - Onsite Registration Manager: Ashley Colbo
 - Finishline Staff:
 - Festival Mechanic:
 - Caravan Coordinator:
 - Police Detail:
 - Main Lead:
 - Open Group:
 - Elite Group:
 - Advanced Group:
 - Social Group:
 - Lead Out Vehicles
 - Open Group: James Bailey - Bike Tech
 - Elite Group:
 - Advanced Group:
 - Social Group:
 - Ride Marshal Leads:
 - Main Lead: Mike Farrell
 - Open Group:
 - Elite Group:
 - Advanced Group:
 - Social Group:
 - SAG Support:
 - Open Group:
 - Elite Group:
 - Advanced Group:
 - Social Group:

<u>SUBJECT:</u>	<u>DATE:</u>	<u>TIME:</u>	<u>LOCATION</u>
Open Registration Event for Start Smart Tennis (Program starts 8/31 for six consecutive Saturday's from 9am-10am. Ages 5-7)	8/17	10am-Noon	Community Park Main Pavilion
Plant Clinic	8/17	9am-Noon	Marathon Home Depot
Fl. Keys SPCA Annual Clear the Shelters Event	8/17	8am-6pm	10550 Aviation Blvd., Marathon
Cancelled Planning Commission Meeting	8/19	5:30pm	Council Chambers, 9805 Overseas Hwy.
Code Compliance Hearing	8/21	2:00pm	Council Chambers, 9805 Overseas Hwy.
Start Smart Move & Play Program Begins for eight consecutive weeks	8/22	9:30am-10:30am Thursdays--	Marathon Community Park Main Pavilion
Roller Night	8/23	7:30pm-9:30am	Marathon Community Park
Cancelled City Council Meeting	8/27	5:30pm	Council Chambers, 9805 Overseas Hwy.
Heroes Salute Tribute Weekend	8/30-9/1	All Day	Hawk's Cay Resort
Labor Day *City Hall Offices Closed*	9/2		
City Council Meeting	9/10	5:30pm	Council Chambers, 9805 Overseas Hwy.

AYSO Soccer Season starts in September, Registration is open until August 31st online at aysomarathon.com.

Stuff the Bus is here! Donate school supplies until August 31st. Donations can be made at KeysUnitedWay.org/Donate or call 305-735-1929.

Education Coalition for Monroe County is accepting Sneakers size 8-11 (women & men) amazon gift cards and monetary donations for Marathon High Students facing special circumstances for the new school year. Call 305-731-0771 to make a donation.

CITY OF MARATHON

Memorandum



Meeting Date: August 13, 2019

To: Honorable Mayor Bartus and City Council Members

Through: Chuck Lindsey, City Manager

From: Douglas Lewis, Growth Management Director/Building Official

Subject: Growth Management Report
May and June, 2019

Code Compliance Department

The next Code Hearing before the Special August 21, 2019, 2019 at 2:00 PM at Marathon City Hall Council chambers, 9805 Overseas Highway, Marathon FL. There are currently 7 cases noticed for this Hearing.

The Code Department is working with the City Marina staff to resolve issues with abandoned/derelict vessels, vessels being wet stored in the managed anchorage area and other violations within the City Marina.

The Code Department continues to work with Public Works and the Utility Department to resolve violations involving the City right of way as well as any activities that may impact the functioning of the central waste water and storm drainage systems.

The Code Department continues to work with Building and Planning staff to monitor storm damaged properties that have been deemed unsafe and/or Pre-Firm structures that are being reviewed for substantial damage.

<u>Code Cases:</u>	<u>May2019</u>	<u>June 2019</u>
Cases opened:	16	24
Cases closed:	26	21
Total open cases:	254*	

(* Approximately 50% of these cases remain open due to fines/fees or have complied by applying for building permits and the permits remain active)

Total payments received in May and June: \$3,900.00.

Code Department staff responded to 75 complaints either by telephone, email, online or in person. A total of 40 new cases were opened. The remaining were either quickly resolved, unfounded, civil in nature, or subsequent complaints on an existing code case

Case Type	May	June
Abandoned boat	0	4
Abandoned Vehicle	0	1
Building Code	8	9
Nuisance	1	0
Property Standards	1	8
Unsafe	2	1
Vacation Rental	2	0
Zoning	2	1
Total	16	24

May and June 2019 Case Actions

Notice of Violation: 14

Citations: 1

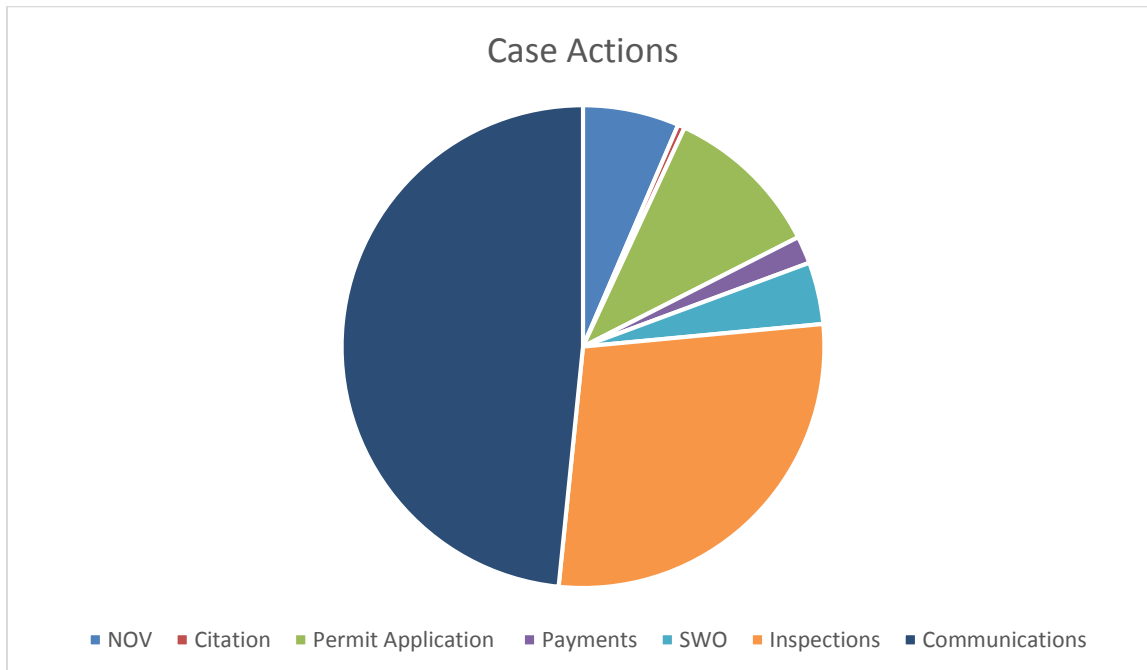
Building permit applications received on code cases: 23

Payments (administrative fees and citations): 4

Stop work orders: 9

Initial/re-inspections: 61

Communication in person, via telephone or email regarding open cases: 105



Building Department Report – May and June 2019

Viewpoint Software

City staff has been reviewing different options to replace our current permitting and tracking software. Viewpoint is the software package that best meets the needs of the Building, Code and Planning Departments while remaining cost effective. The software allows for electronic permit submission and plan review with real time updates for inspections. Pricing can be done at intake which will significantly increase turnaround time for issuing permits. Viewpoint is mobile friendly allowing Building Inspectors and Code Officers to search permit information, view plans and enter inspections while in the field. It is entirely cloud based and has an excellent portal for the public to view permits and inspections in real time. Approved builders will be able to apply, pay and print permits without coming to the building department in person. Viewpoint has the ability to grow as the City grows and incorporate other departments such as Parks and Recreation or the Marina if necessary.

The initial startup costs are \$37,100.00 which includes historical data migration and ESRI ArcGIS server integration. The annual fees are \$20,300.00 for maintenance, management and support. We have included these expenses in our next year's budget, but we are requesting that Council approve the expenditure in August, 2019, so that we can start the training and data transfer as soon as possible with the goal of being live on January 1, 2020.

Staffing Updates

The building permit technician and part time scanner positions have been filled.

Permit and Impact Fees

We have commissioned complete studies of our permit and impact fees. The impact fees study should show us where we have the most impacts and costs associated with new growth and how to help offset those costs with fees collected from new construction.

The permit fee study will focus on the cost to operate and support the building department. This will give us the ability to show the public what the fees are based on and why. Additionally, we will be able to see what the cost savings are with private provider projects, (both inspections and plan review), so we can set a fee reduction schedule when those services are involved.

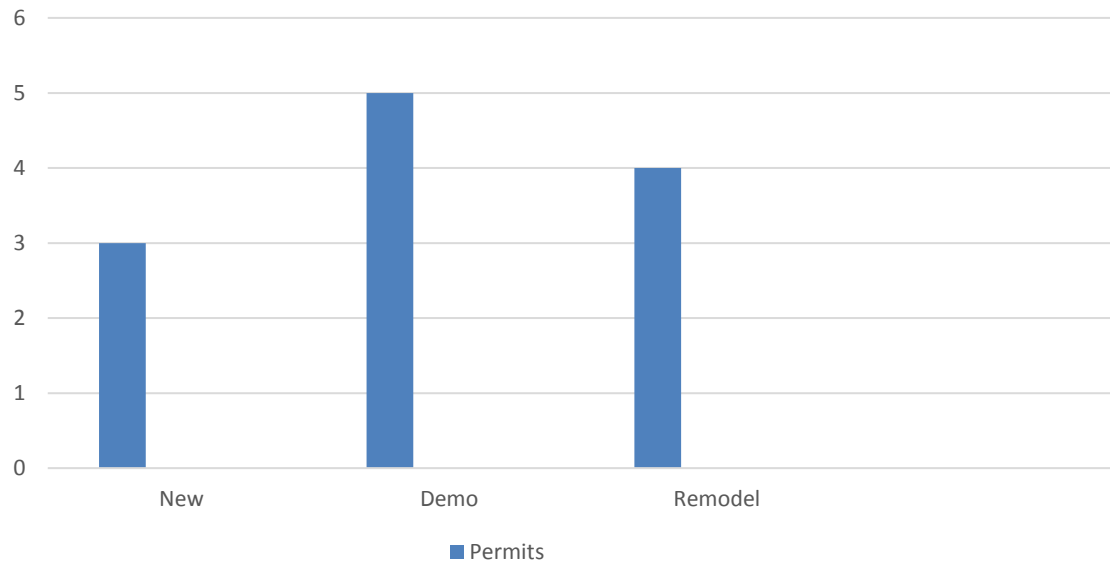
Once these studies are completed, the building department will bring proposed fee schedules before Council to account for commercial and residential growth. We will include in that proposal, fee schedules that take into consideration community needed projects, affordable housing and non-profits.

May 2019

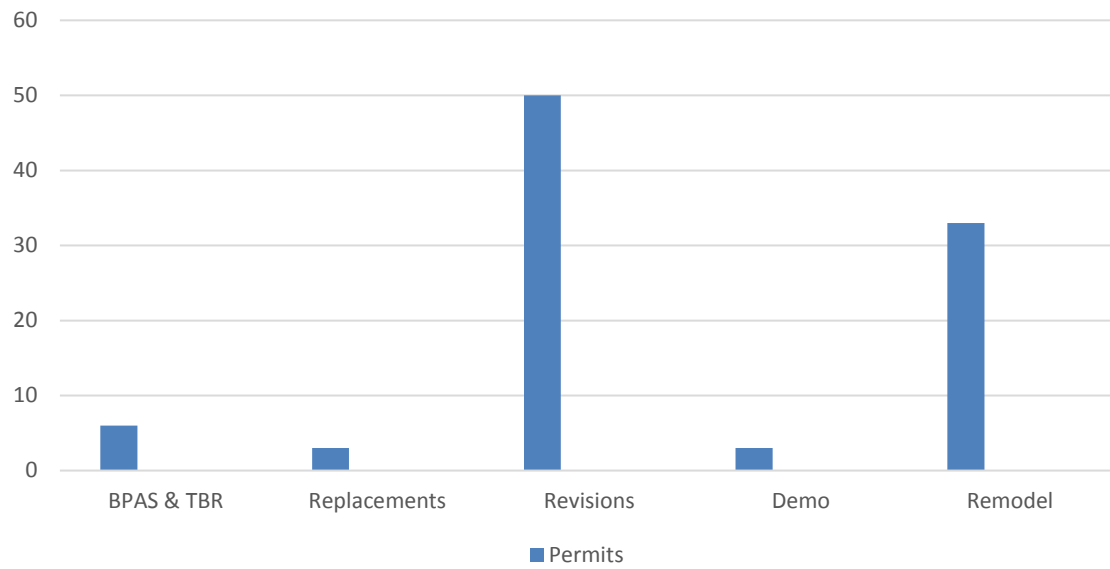
Permit Totals

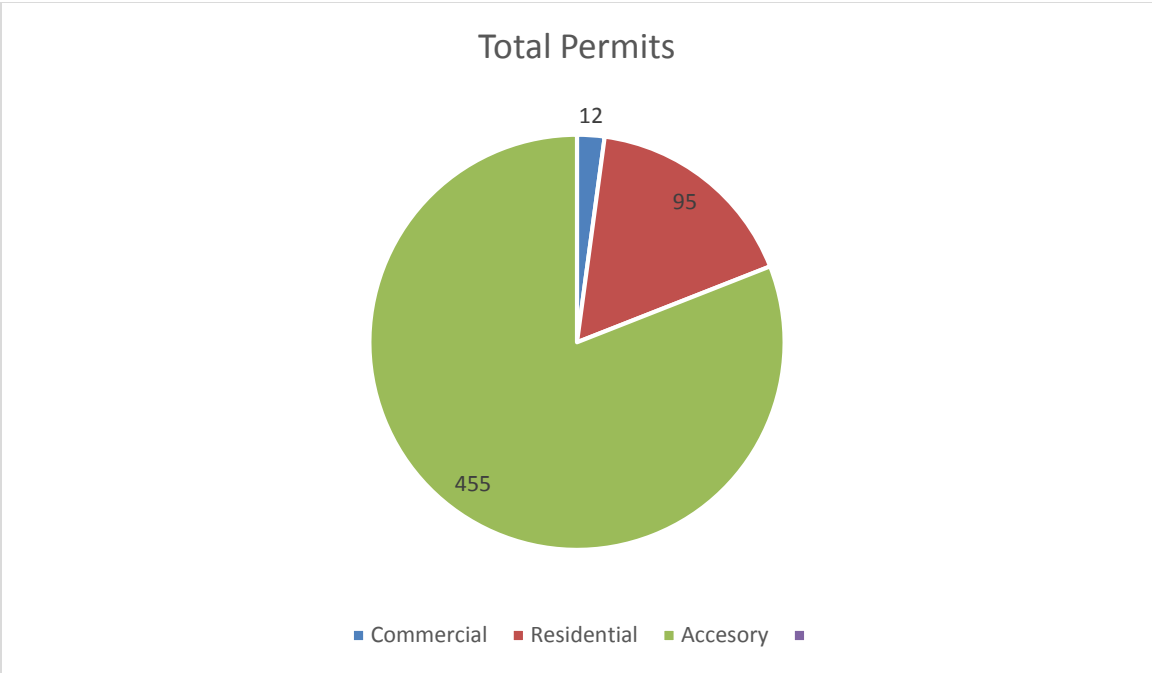
Permit Intake	394
Permits Issued	537
Permits Picked Up	498

Commercial Plan Review and Permits Processed



Residential Plan Review and Permits Processed





Total Inspections: 1,076

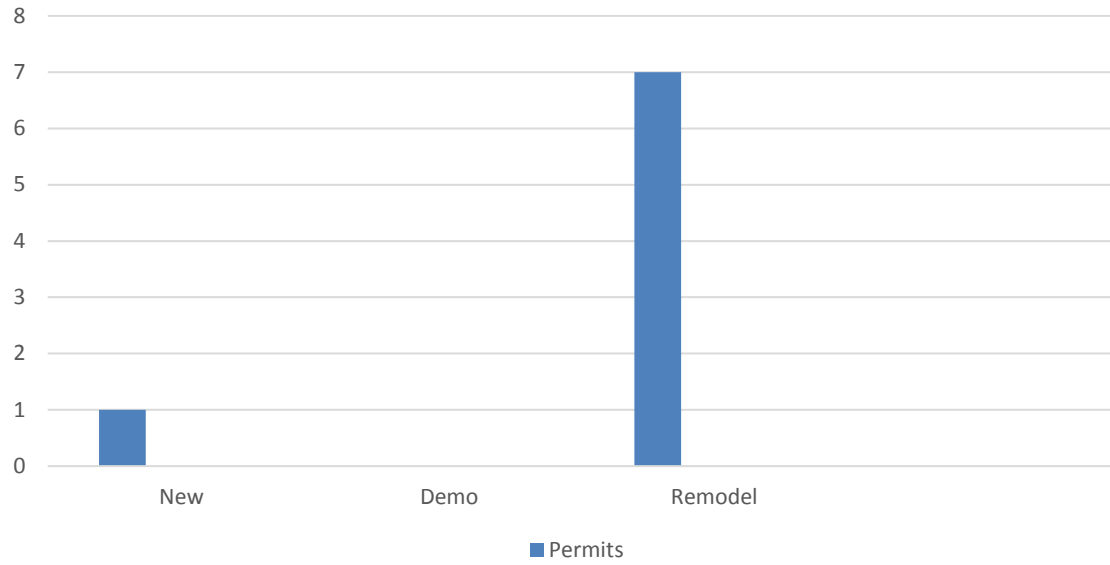
Total Revenue for Building for May: \$184,029.61

June 2019

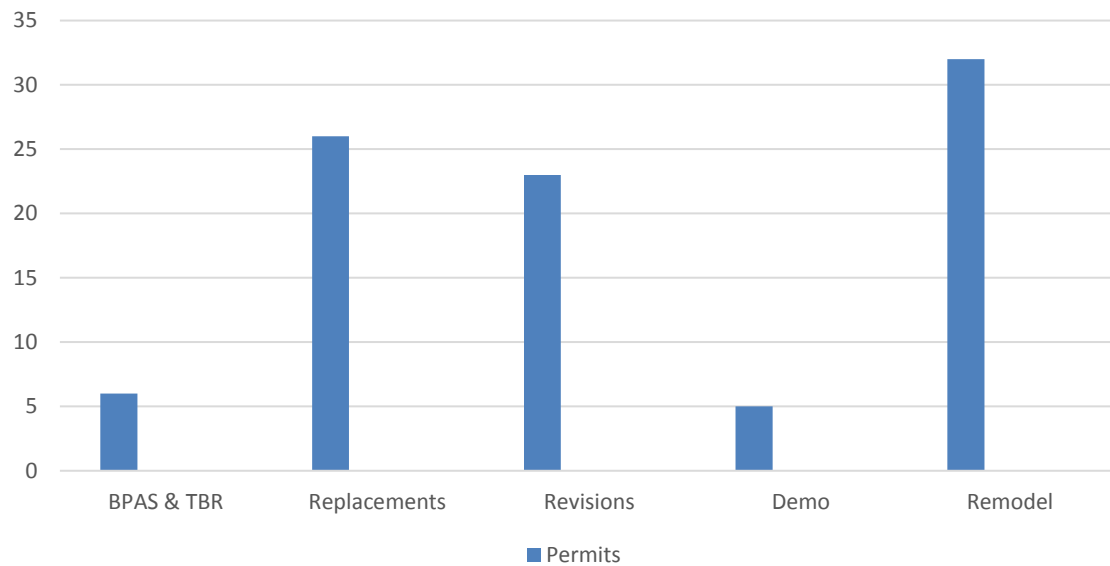
Permit Totals

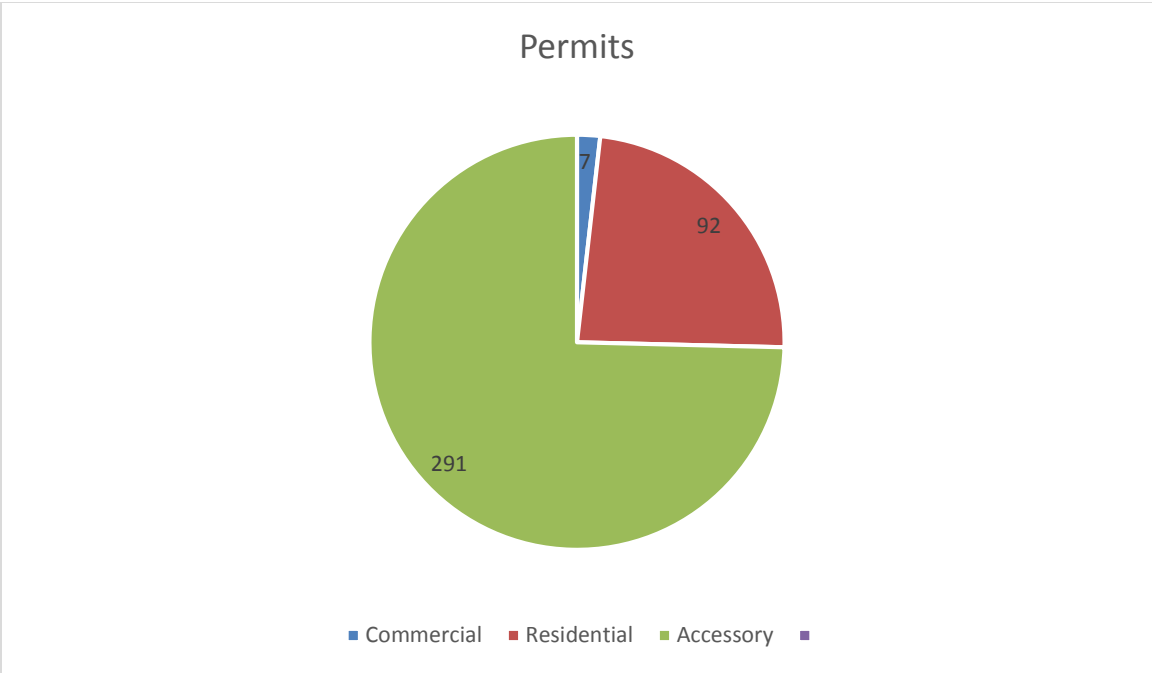
Permit Intake	497
Permits Issued	425
Permits Picked Up	509

Commercial Plan Review and Permits Processed



Residential Plan Review and Permits Processed





Total Inspections: 962

Total Building Revenue for June, 2019: \$210,126.49

Total YTD Revenue: \$1,788,998.48

CITY COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019

From: George Garrett, Planning Director

Through: Chuck Lindsey, City Manager

Agenda Item: Staff Report – Discussion Concerning the Future Dispersement of Affordable Housing BPAS Allocations

This Memorandum seeks to provide information to the City Council concerning Building Permit Allocation System (BPAS) Affordable Housing allocations, the number of projects in the BPAS affordable Housing unit que, and what some of the attendant problems may be in providing those allocations. Staff is not expecting answers to questions posed, but intends to generate discussion prior to the allocation period and BPAS hearing coming up in September.

BACKGROUND & JUSTIFICATION:

The City participates in the Building Permit Allocation System (BPAS), in part, through the Hurricane Evacuation MOU signed in late 2012. Based upon that MOU the City received 300 BPAS allocations. The City is allowed to distribute those allocations received through the MOU and those allocation remaining prior to the MOU through its BPAS allocation process. The City thus distributes twenty-four (24) market rate allocations and six (6) affordable allocations annually. These allocations are then dispersed semi-annually in allotments of 15 Market Rate allocations and 3 Affordable allocations. Not including the July 13, 2019 allocation period (just closed) the City holds eighty-nine (89) Market Rate Allocations, nineteen (19) Affordable Allocations and sixty-four (64) Allocations set aside for Administrative Relief.

In June of 2018, the Governor and Cabinet, sitting as the Administration Commission, authorized an additional 1,300 affordable allocations to be distributed in 300 unit allotments to Key West, Marathon, Islamorada, and unincorporated Monroe County. An additional 100 allocations were set aside for the cities of Layton and Islamorada.

The City of Marathon adopted both Comprehensive Plan and Land Development Regulation amendments to allow the use of the additional 300 affordable allocations. These amendments received final approval by the Department of Economic Opportunity (DEO) in late November of 2018. The Amendments are currently under appeal.

Regardless of the additional allocations, the City is approaching the limits of its affordable allocation pool in consideration of individual or small scale applicants and those projects seeking larger numbers approved through the Conditional Use Permit process (See Table 1 attached)

The attendant issues include and may not be limited to the following

- The number of allocations being sought exceeds current availability of Affordable BPAS allocations without 300 additional units
- The number of allocations being sought potentially exceeds availability of Affordable BPAS allocations with 300 additional units
- large projects at this point are:

- Approved (CUP & DA) with no allocations and no plans 1
- Approved with Market Rate Allocations seeking affordable allocations, but with partial plans 2
- Not Approved yet and no plans 3
- Small projects at this point are
 - In BPAS with plans
 - In BPAS without plans

Note, until the appeal of the City’s “300 Unit” Amendment is resolved, the City cannot assign or even “earmark” these units to any project.

Aside from the possibility that demand will exceed the remaining number of allocations, larger projects are facing something in BPAS that they haven’t had to in the past. All large projects to date have been provided with affordable BPAS allocations up front and typically DID NOT have building plans at that point, notably:

- Seagrape Apartments
- Tarpon Harbour
- Keys Affordables (73rd Street)
- Marathon Housing Partners (47 – 48th Streets)
- Crystal Cove Housing Partners (48 – 50th Streets)
- Seward

In the normal, small scale BPAS process, BPAS applicants are required to submit approvable building plans, in order to make their BPAS application. However, the projects noted above either brought some allocations to the table (Tarpon Harbour and Keys Affordables) or received their allocations through an Interlocal Agreement (ILA) with the County (Marathon Housing Partners, Crystal Cove Housing Partners, & Seward). Seagrape received its allocations from the City at a time when allocations were readily available and there was little competition.

No current large project has available affordable allocations with the exception of the AGPM Acquisitions project (Keys Boat Works) which has sufficient Market Rate Allocations, but is seeking to trade those for Affordable allocations. So, the question becomes:

1. Do we or how do we let these larger projects into the BPAS allocation process? Each will be seeking affordable allocations from the larger pot of 300 units.

In consideration of the smaller projects (arbitrarily, those seeking from 1 to 10 Affordable BPAS allocations), there are eight (8) applicant seeking twenty-two (22) allocations which have building plans in the permit system. There are an additional twelve (12) with Habitat For Humanity that have provided a “master” set of plans that they would generally build from and an additional ten (10) which do not have plans at this juncture, but which have approvals through a Conditional Use Permit (CUP). This leads to the additional question of:

2. How do we want to allocate BPAS Affordable allocations to these projects? These projects may or may not be seeking units from the larger pot of 300 units.

ANALYSIS

Dealing with the larger projects first (question 1.), each has requested allocations, generally from the pool of 300 allocations.

1. Do we or how do we let these larger projects into the BPAS allocation process? Each will be seeking affordable allocations from the larger pot of 300 units.

Each request has been noted and each applicant has been informed that the award of BPAS affordable allocations cannot be considered until the “300 Allocation” appeal is resolved. Currently, the resolution of that appeal is projected to occur in late December 2019 to sometime early in 2020.

If, the City wins the appeal, then there are currently enough allocations to go around. Then, the question again becomes, does the City require building plans prior to the allocation of Affordable BPAS allocations. It seems that at least two options are available:

Answers

1a. No, all applicants will be required to obtain and provide building plans prior to the City’s allocation of units

1b. Yes, the City would provisionally provide allocations so long as the City received plans within a prescribed period of time, for instance six months or one year.

If the answer were “1a.” then the problem for the City is resolved fairly simply, with a response to applicants of, “get your plans in immediately or as soon as possible and then you will be considered for remaining Affordable allocations from the 300 units.

If the answer is “1b.” then the City has reserved the allocations to the individual project applicants and it simply waits to see whether plans are forthcoming. If they are, then the project reach final building permit approval. If plans are not forthcoming, then the BPAS allocations are returned to the pot of 300 allocations.

Of greatest consideration in Council deliberations, is what it takes to reach the point of submitting plans. For instance, at least one of the currently proposed projects will undoubtedly be seeking Florida Housing Finance Corporation (FHFC) approval and financing. This is a lengthy process during which plans are not normally required. These projects may not be in a position to provide plans until they receive FHFC approvals.

If the City does not prevail in the “300 Allocation” appeal, then we have an entirely different dilemma.

In consideration of question 2., the City has several options. Allocations

2. How do we want to allocate BPAS Affordable allocations to these projects? These projects may or may not be seeking units from the larger pot of 300 units.

First, in the normal procedure with plans in hand, the City allocates three (3) Affordable BPAS allocations per semester (bi-annual or twice per year). We can simply proceed as we have in the past and allow projects with numbers of 4 to 10 to accumulate allocations over multiple periods (notably,

Pelican Pond and the D'Asign Source project on Vaca Cut). Or, the City can utilize its remaining BPAS allocations to provide sufficient allocations to each project. Since there are only nineteen (19) allocations remaining in the Affordable BPAS pool, then we would be required to dip into the "Administrative Relief" pool. Most of the applications provided this opportunity in mid-2017 prior to Hurricane Irma did not take the allocations. The circumstances are likely very different today.

RECOMMENDATION:

The foregoing discussion is intended to generate conversation. The City will be bringing forward its current request for BPAS allocations in September. At that time, based on discussion and this meeting at least, staff will be prepared to make recommendations concerning the smaller projects and the allocation process for those projects. The larger projects can wait, but staff will be prepared to make similar recommendations when the BPAS allocation hearing comes up in September.

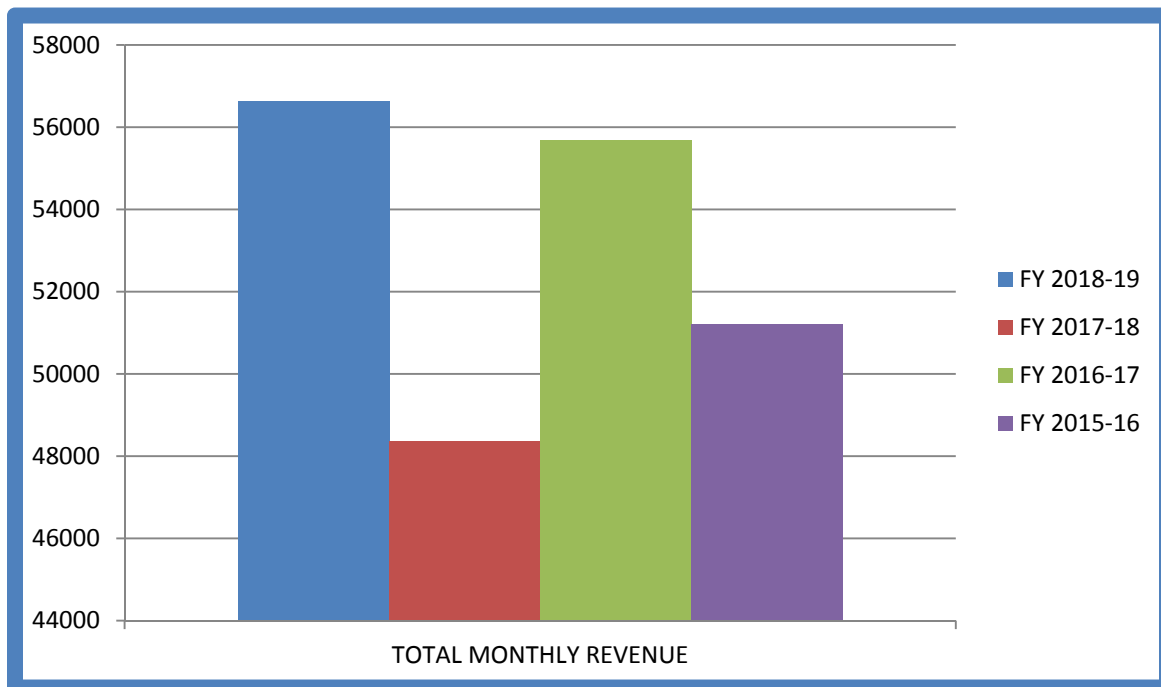
Project Approval Date	Project Name	Number Sought	RE No.	Plans	Notes
NA	Gunnar Holdings	3	00331090-000000	Yes	
Yes	Habitat - 64th Street	12	00338720-000000	Yes ??	Has CUP
Yes	Wolfe Storage	1	00100340-000000	Yes	Has CUP & DA
Yes	Ferrucci	6	00352210-000000	Yes ??	Has CUP
Yes	GEM Homes	9	00101340-000000 et al	No	Has CUP & DA
Yes	Seaview Commons	64	00363700-000000 et al	No	Has CUP and DA
Yes	AGPM Acquisitions	52	00337380-000000 et al	No ??	Has CUP / Also has 52 MR Allocations
NA	Fair Acre	1		??	
	Serenity Cove	45	00100620-000000	No	Has not been approved yet
Yes	Steinmetz	14	00101300-000000	No	Has CUP
	Halioua	12	00343500-000000	No	Has not been approved yet
NA	Andrew George	2		Yes	
NA	Florida Keys Homes	2		Yes	
	Diaz	4			
	Captain Pips	1	00102790-000000 et al	No	Has CUP
NA	Aranda - 92nd Street	3	00350010-000000	Yes	
No	Skip Jack	105	00355200-000000		Comp Plan Amendment
No	Aquarium Encounters	7	00363510-000000	No	New Application
No	Essential Personnel	17	00363490-000000	No	New Application
NO	Affordable Housing Project	16	00363500-000000	No	New Application
		51			Small Projects
		325			Large Projects
		376			Total Projects



Memorandum

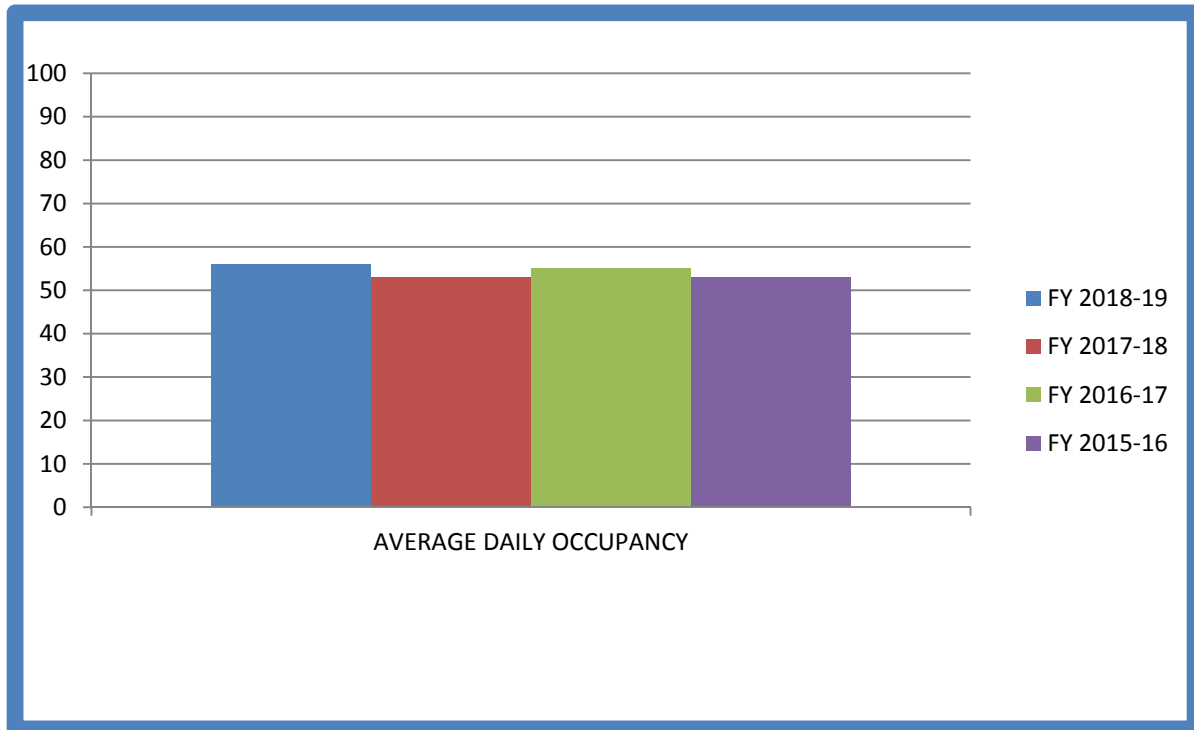
To: Honorable Mayor Bartus and City Councilmembers
Through: Chuck Lindsey, City Manager
From: Sean Cannon, Ports Director
Date: August 13, 2019
Re: July Monthly Report

Revenue: City Marina saw \$56,641 in total revenue during the month of July.





Occupancy: July's average daily occupancy was **56%**.



TOTAL TRANSIENT ARRIVALS

***IN-STATE VESSELS: 35**

***OUT-OF-STATE VESSELS: 8**

***FOREIGN VESSELS: 0**

***TOTAL VESSELS: 43**



Derelict Vessels: Patti Childress, from the Code Department, is working with the City Marina to resolve issues with wet stored and derelict vessels in the managed anchorage area.

News: We are applying for the CVA grant to continue our pumpout program. The hurricane preparedness seminar went off without a hitch as there was a great turnout from both the Marina community and the general public. The Marina installed an updated version of Quickbooks to better track our income and expenses.

Projects: The annual painting of the bathroom and showers in addition to updating the bathhouse locks.

CITY COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
From: George Garrett, Planning Director
Through: Chuck Lindsey, City Manager
Agenda Item:

A

PUBLIC HEARING REGARDING THE “HURRIICANE IRMA VOLUNTARY HOME BUYOUT PROGRAM”

The State of Florida has allocated \$10 million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The voluntary program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma. The City of Marathon is seeking citizen participation, public comment, and input for the Florida Voluntary Home Buyout Program at the Public Hearing scheduled for August 13, 2019 to be held at the regular City Council meeting to be held that day at 5:30 p.m. or as soon after as the matter may be heard at the City Council Chambers. The City is also seeking to determine whether there are additional interested parties for the Rebuild Florida Home Buyout Program in the City.

BACKGROUND & JUSTIFICATION:

This Memorandum provides information to the City Council and the general public about an application process through the Department of Economic Opportunity, Community Development Block Grant - Disaster Recovery (CDBG-DR) program for the Voluntary Home Buyout Program as part of Rebuild Florida. City staff will submit its application in accordance with program guidelines on August 15, 2019 as required,

The Application deadline is August 15, 2019. The City is required to publish and hold a public hearing prior to the submittal date and to place its application on-line for public review at least fourteen (14) days prior to the submittal date.

The City advertised its Public Hearing for the August 13, 2019 City Council meeting. The Advertisement went out on July 22, 2019 (Attachment 1 – Public Notice). At the same time, the City has sought interest and input through the media, its website, and posting of the Draft Application for perspective applicants on its website.

Staff has focused on those property owners whose residences are considered unsafe by the City’s Building and Code Departments. In order to accomplish this, other than through media and advertisement, staff has sent registered letters to each property owner noted above making them aware of the program. However, it should be noted that all applicants will be considered.

The process for the home owner is simply to fill out a “Voluntary Buyout Affirmation Form” (Attachment 2). The City responsibility is then to compile each potential and interested applicant

into an application for submittal (Attachment 3 - draft application minus large attachments, applicant log to date, applicant map locations to date, and frequently asked questions about the program). As of the date of this memorandum, the City has received Affirmation Forms for seventeen (17) properties.

Once submitted and if awarded by the CDBG-DR office, properties listed for potential buyout will be ranked by the City in accordance with a set of review criteria (both CDBG-DR and City derived (see proposed Resolution 2019-81)) for potential purchase. Proposed additional criteria include:

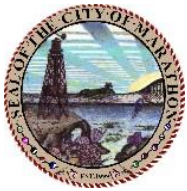
1. Homes that were substantially damaged;
2. Homes that are located in the V Zone;
3. Homes that are repetitive loss structures;
4. Homes that are severe repetitive loss structures, and
5. Homes that may be in an area with high probability of sea level rise inundation (Surge Zone 1).

The City proposes to utilize the services of the Monroe County Land Authority in order to execute potential purchases (see proposed Resolution 2019-82).

Once purchased, any structures would be demolished, and the property would become available for green or recreational open space, but would not be allowed for any reconstruction. Ownership and management of the properties would fall to the City.

RECOMMENDATION:

Approve staff submittal of the final Florida Voluntary Home Buyout Program grant application to DEO through its CDBG-DR office.



CITY OF MARATHON, FLORIDA NOTICE OF PUBLIC HEARINGS

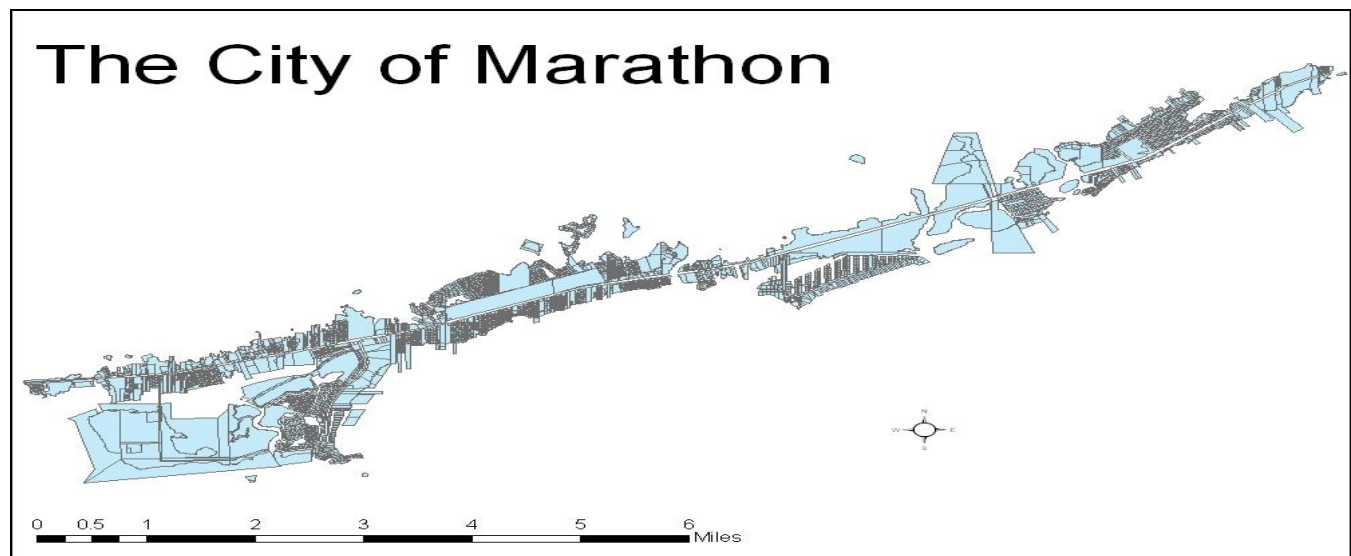
The City of Marathon City Council will hold a public hearing on **Item 1** below on **Tuesday August 13, 2019**.

All public hearings will be held at 5:30 p.m. at the City of Marathon Council Chambers, 9805 Overseas Highway.

ITEM FOR PUBLIC HEARING:

A PUBLIC HEARING REGARDING THE “HURRICANE IRMA VOLUNTARY HOME BUYOUT PROGRAM”

The State of Florida has allocated \$10 million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The voluntary program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma. The City of Marathon is seeking citizen participation, public comment, and input for the Florida Voluntary Home Buyout Program at the Public Hearing scheduled for August 13, 2019 to be held at the regular City Council meeting to be held that day at 5:30 p.m. or as soon after as the matter may be heard at the City Council Chambers. The City is also seeking to determine whether there are additional interested parties for the Rebuild Florida Home Buyout Program in the City.



Interested parties may appear at the public hearing(s) and be heard with respect to the proposed items. 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 due to disability should contact the City of Marathon at (305) 743-0033 at least two days prior thereto.

Please Publish _____, 2019

The City of Marathon

Monroe County, The Florida Keys

NEWS RELEASE

For Immediate Release

July 19, 2019

CITY OF MARATHON & MONROE COUNTY RESIDENTS ARE INVITED TO PARTICIPATE IN THE NEW REBUILD FLORIDA VOLUNTARY HOME BUYOUT PROGRAM

CITY OF MARATHON, FLORIDA – The State of Florida has allocated \$10 million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The voluntary program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma.

This program allows the government to purchase your property at the pre-Hurricane Irma fair market value for both the land and the structure. Priority properties are located in low- and moderate-income areas. Any existing structures will be demolished, and the property will be used for permanent open space, conservation, recreation, or stormwater management systems in perpetuity.

If you are interested in selling your property, please contact the City of Marathon, Planning Department obtain and sign the “Voluntary Acknowledge Form” required by the State of Florida. If you previously completed the interest form with Monroe County, indicating you’re interest in voluntary home buyout, please obtain and re-sign a current version of the form from the City.

A public meeting will be held regarding the program on Monday, August 13 at 5:30 p.m. at the Marathon City Council meeting to be held on that date. There will be a similar meeting to be held at the Monroe County Budget Meeting to be held on July 22, 2019 at 10:00 a.m. at the Marathon Government Center. For more information about the program, contact garrettg@ci.marathon.fl.us.



Rebuild Florida Voluntary Home Buyout Program Voluntary Acknowledge Form

The State of Florida has allocated \$10 Million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The goal of the program is to reduce the risk of flooding through the purchase of damaged or destroyed properties impacted by Hurricane Irma. Your property may also be eligible for purchase if it is located in High Risk Flood Area.

This program will allow the government to purchase your property at the pre Hurricane Irma fair market value for both the land and the structure. The structure will be demolished and the property will be held for conservation, recreation, or storm water management purposes in perpetuity.

Please complete this form if you are interested in being included in the City of Marathon application to the Florida Department of Economic Opportunity, Rebuild Florida Voluntary Home Buyout Program. **Signing this form does NOT commit you to any action.** You have the right to withdraw from the program at any time prior to closing.

The submission of your property for buy-out does not guarantee that the Department of Economic Opportunity will award grant funds for the purchase of your property. To be eligible for participation, you must meet all eligibility requirements specified in the CDBG-DR program. All details related to award amount and sales price will be determined in compliance with CDBG-DR requirements. You are under no obligation to accept the grant award.

Please complete the following information:

Property Address: _____

Owner(s) Mailing Address: _____

Owner(s) Name(s): _____ Telephone Number: _____

Please indicate if a member of your household is:

-
- Disabled Handicapped Has Special Needs Older than 62 years of age
 Under the age of 18

Did your home have flood insurance during Hurricane Irma? Yes No

The local government is required by the Department of Housing and Urban Development to inform you that your participation in the Voluntary Home Buyout Program is voluntary.

Owner's Signature: _____ Date: _____

Owner's Signature: _____ Date: _____

Mail or deliver this signed form to 9805 Overseas Highway, Marathon, Florida 33050 or email a scanned copy to planning@ci.marathon.fl.us

Hurricane Irma: Voluntary Home Buyout Program

Florida Department of Economic Opportunity
107 E. Madison Street Caldwell Building
Tallahassee, FL 32399



This application is to be used by Units of General Local Government to apply to the Florida Department of Economic Opportunity to receive funding as a subrecipient.

APPLICANT NAME

Monroe County, FL

South Florida Regional Planning

COUNTY

COG/Regional Planning Commission

DR-4332 - 2017

Disaster Declaration Number and Year

LOCAL GOVERNMENT INFORMATION

Local Government Applicant:	City of Marathon, Florida			Eligible County:	Monroe County, FL		
Local Contact:	George Garrett			DUNS #:			
Title:	Planning Director	E-mail:		garrettg@ci.marathon.fl.us			
Mailing Street Address:	9805 Overseas Highway			Phone Number:	305-289-4111		
City:	Marathon	State:	FL	Zip Code:	33050-3339		
Executive Official with Authority to Sign Application:	Chuck Lindsey			Phone Number:	305-289-4130		
Title:	City Manager	E-mail:		Cityofmarathon@ci.marathon.fl.us			
Executive Official Address (if different):	9805 Overseas Highway						
City:	Marathon	State:	FL	Zip Code:	33050-3339		
Please list any other UGLG members of this Application Team, if any:	Contact Person:		Email Address:				
Senior Planner	Brian Shea		Sheab@ci.marathon.fl.us				
Planner	Geovanna Torres		Torresg@ci.marathon.fl.us				
Please confirm you submitted a signed resolution authorizing Executive Official to sign application and certifications.				Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>

APPLICATION PREPARER INFORMATION

Application Preparation Agency or Firm:	City of Marathon, FL			
Contact:	George Garrett			
Address:	9805 Overseas Highway			
Phone Number:	305-289-4111	Email:	garrettg@ci.marathon.fl.us	
Check Type of Agency Preparing Application:	Private Firm:	<input type="checkbox"/>	Government Agency:	<input checked="" type="checkbox"/>
	Regional Planning Council:	<input type="checkbox"/>	Other, specify:	

APPLICATION INFORMATION

Total CDBG-DR Funding Requested:	\$5 Million			
List jurisdictions for proposed recovery activities (municipalities, Tribal governments, unincorporated areas):	City of Marathon, FL			
Please confirm the local government covered by the National Flood Insurance Program?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>
Please confirm the proposed activities are consistent with the local comprehensive plan?	Yes:	<input checked="" type="checkbox"/>	No:	<input type="checkbox"/>

APPLICATION FOR FEDERAL ASSISTANCE SF-424

Each applicant for Community Development Block Grant Disaster Recovery (CDBG-DR) funding must certify by signing Form SF-424 that local certifications included in the application guide governing this funding have been followed in the preparation of any CDBG-DR program application, and, if funded, will continue to be followed. (*Note: False certification can result in legal action against the jurisdiction*).

“Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.”

Further, by signing the SF-424 and submitting with the application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained therein. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly making false statements to any department of the United States Government.

All applications must be accompanied by a completed and signed Application for Federal Assistance SF-424, OMB Number: 4040-0004, Expiration Date: 10/31/2019. SF424_2_1-V2.1

INTRODUCTION AND INSTRUCTIONS

INTRODUCTION: This application is for the Rebuild Florida Voluntary Home Buyout Program. It is to be used by Units of General Local Government (UGLGs) to apply as a subrecipient for funding of Hurricane Irma damaged residential home buyouts in the UGLG’s local community. This program is administered by the Florida Department of Economic Opportunity (DEO) and funded by the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant-Disaster Recovery (CDBG-DR) allocation as described in Public Laws 115-56 and 115-123.

CDBG-DR funds must be used for disaster-related expenses in the most impacted and distressed areas, for low-moderate-income households, with a focus on those households that did not have flood insurance at the time of Hurricane Irma.

UGLG applicants are required to provide sufficient detail about the buyout of residential property, national objective, geographic/target area that will receive benefit, estimated costs and materials needed, projected schedule to completion, any potential environmental impact, and other details specific to the buyout or activity involved. The application must be completed in its entirety in order to be considered for funding.

Applicants are encouraged to develop residential home buyout activities in a manner that considers an integrated approach to housing, fair housing obligations, economic revitalization, and overall community recovery. Applicants must document how the residential home buyout activities will address long-term recovery and promote community resilience.

Applicants are required to comply with the Federal Fair Housing Law (The Fair Housing Amendment 1988) 24 C.F.R. § 570.487(b), and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

All applicants funded as subrecipients must carry out all activities in a manner that does not result in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. As a funded subrecipient, all successful applicants must comply with HUD’s requirements for duplication of benefits, imposed by the Stafford Act, applicable Federal Register Notice(s), HUD’s duplication of benefit guidance, and DEO’s duplication of benefits policies and procedures. The Subrecipient shall also develop and implement duplication of benefit policies and procedures consistent with these regulatory and guidance sources. DEO will monitor each subrecipient for compliance with duplication of benefits rules, regulations, guidance, policies and procedures, as well as compliance with all other federally required cross-cutting regulations.

INSTRUCTIONS:

1. Complete and sign the SF-424 as indicated above.
2. Complete this Voluntary Home Buyout application.
3. **AUDIT:** If applicable, provide the most recent Single Audit in accordance with 2 CFR Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards. Rebuild Florida staff will review single audit requirements for applicable subrecipients, who have open contracts with DEO.
4. **ANNUAL FINANCIAL STATEMENTS:** Provide the most recent financial statement prepared in accordance with 2 CFR 200.510. Include a schedule of expenditures and schedule of findings and questioned costs.
5. **KEY STAFF:** Provide the names and contact information for staff that will provide local oversight of the application, the potential contract,

and all applicable requirements.

6. Provide LOCAL PROCUREMENT POLICIES AND PROCEDURES along with other required documentation.

For detailed instructions on completing the application, see page 14 of this application.

CITIZEN PARTICIPATION DETERMINED THE NEEDS IN THIS PLAN BY:

Did the applicant carry out citizen participation procedures in accordance with the Citizen Participation Plan as required by the governing documentation? Refer to your governing Federal Register and the Voluntary Home Buyout Program Designs for specific information regarding Citizen Participation Plans. Yes No

Detail where citizens of the target area, with low to moderate income were given opportunities to participate in the determination process.

Once the applicant clicks on the 'Opportunity' box, events may be added by clicking the "+" button located to the right

Opportunity: Public hearing conducted and posted citizen's participation plan

Date: 8/13/2019

Date of resolution authorizing application submission: 7/22/2019

COMMUNITY NEEDS ASSESSMENT

DESCRIPTION OF THE NEED(S) ADDRESSED IN THIS APPLICATION

In this section, provide full and complete answers to each of the questions below. Descriptions should include the cause of the damage, current condition of the activity, and a detailed description of the project that coincides with the information contained in both Tables 1 and 2.

The Buyout or activity must demonstrate impacts from Hurricane Irma. CDBG-DR funds must be used to buyout residential areas in support of permanent open space supporting green infrastructure or other floodplain management systems.

The situation addressed in this application first occurred: 9/10/2017

1. Please describe the impact from Hurricane Irma and any subsequent flooding or storm related conditions that continue to exacerbate the flood prone areas (include date and duration), the areas (example: subdivisions, cities, etc.) receiving disaster-related damage, and the threat that was posed to public health and safety:

On September 10, 2017, Hurricane Irma struck the Florida Keys as a category 4 hurricane bringing devastating winds and coastal flooding of up to 9 feet to the City of Marathon, Monroe County. While no part of the island chain was spared, the Middle and Lower Keys were hit the hardest. Monroe County and its municipalities including Key West, Marathon, Key Colony Beach, Layton and the Village of Islamorada were all impacted.

Destruction of the housing stock in the Florida Keys remains the largest challenge following Hurricane Irma. It is estimated that 85 percent of the local housing stock received some degree of damage as a result of the storm. More than 4,000 homes were destroyed or majorly damaged and of these, the hardest hit were the mobile homes, manufactured homes, and non-compliant older homes built on the ground vulnerable to storm surge. Within the City of Marathon, as many as 394 homes were considered destroyed post storm. Letters went out to 1,796 residents initially, indicating that their homes may have received substantial damage, based on FEMA and the City of Marathon's definition of Substantial Damage. In addition, many boats and other liveaboard marine vessels, that served as primary homes, were damaged or destroyed.(See Damage Assessment Summary and Housing Strategy Flyer)

2. Describe the impacts to the community (especially over time):

Reconstruction of affordable workforce housing faces many challenges due to high construction costs in this island community, a lack of insurance or underinsurance, stringent wind load construction standards of 180 mph, significant flood elevation requirements, and the requirement for all homes with more than 50 percent damage (substantial damage) to be rebuilt to the current building code.

For many working families and retirees, rebuilding a safe, code compliant, elevated home remains beyond their financial means. Affordable workforce housing was at a critical level before Hurricane Irma and has now reached crises levels with a significant impact on the economic sector.

According to a recent Business Recovery Survey (see Attachments) conducted by Monroe County, in partnership with the local Chambers of Commerce, eighty percent of the mostly small businesses in the County experienced an extended outage in the aftermath of the storm. Even today, twenty months after the Hurricane, a majority of the responding businesses continue to experience a significant business downturn. Tourism, a \$2.7 billion industry in the Keys that employs about half of the county's workforce, experienced a significant decline. In September of 2018, Monroe County saw a 40 percent decline in hotel room demand. In addition, many employers struggled to find workers to open their businesses as the homes that traditionally housed the workforce was decimated leading employees to move outside the community to find alternative housing.

3. Describe the proposed project.

The voluntary home buyout program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma. This project allows City of Marathon to purchase private residential properties at the pre-Hurricane Irma fair market value for both the land and the structure. Priority properties are located in highly flood and storm surge vulnerable areas, low-and moderate-income areas. Any existing structures will be demolished, and the property will be used for permanent open space. Most of the homes identified for the Voluntary Home Buyout Program are homes that were substantially damaged or destroyed as a result of Hurricane Irma. Many of the homeowners were either non-insured or under insured due to the very high cost of wind and flood insurance in the City of Marathon. Removing these high risk structures will reduce risk for the community.

4. Describe how the proposed activities will address damage affected by Hurricane Irma and a benefit to LMI if applicable.

The home buyout program is a rare opportunity to remove Hurricane Irma impacted unsafe structures, which threaten public health and safety. It will allow us to permanently remove the highest risk homes in the FEMA designated Velocity Zones that received up to 9 feet of storm surge. The NFIP designated repetitive loss structures and severe repetitive loss structures, mobile homes, as well as, non-code compliant aging structures which were destroyed by Irma. In the Florida Keys, these aging structures and mobile homes represented the workforce housing. By removing these non-code compliant vulnerable structures, we hope to create safer and resilient living environments for all City of Marathon and Monroe County residents.

5. Describe the impact of not taking action.

The Unsafe homes in the most vulnerable areas of the Keys, that were significantly damaged or destroyed by Hurricane Irma, that have not been demolished pose a public hazard for the community. Furthermore, if allowed to remain within the neighborhood, these homes could contribute to economic and social degradation the community already significantly weakened by Hurricane Irma. Many of these homes should not be allowed to be rebuilt in locations that will continue to be highly vulnerable to flooding and storm surge and at the highest risk for impacts from sea level rise over time.

6. List and attach materials submitted as documentation of the Hurricane Irma related condition:

Post Hurricane Irma Housing Damage Assessment Results Summary and Housing Mitigation Strategy Program Flyer, 2019 Hurricane Irma Business Recovery Survey(Attachment 9), Post Disaster Hurricane Irma Analysis (Draft) (Attachment 10), City of Marathon (Attachment 11)

AFFIRMATIVELY FURTHERING FAIR HOUSING

Any locality receiving CDBG-DR funds must certify that it will affirmatively further fair housing as stated on page 3 under "Introductions and Instructions" of this application. Using the drop-down box below, identify the activities already achieved to affirmatively further fair housing, and those new activities to be undertaken if an award is made from CDBG-DR and when that activity will be complete. Localities should be aware that, in the event of funding, these fair housing efforts will be monitored. Other activities may be eligible, and the applicant should contact Rebuild Florida to determine eligibility.

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing?

The methods and criteria used to prioritize the projects was consistent the process outlined in the VHB Program Guidelines (p.3). Benefit to LMI households (LMI= 5pts, 62 years or older= 5pts, children= 5pts, disabled/special needs= 5pts); No flood insurance= 10pts; matching contribution= 25pts. In addition to the State mandated priority projects, the City of Marathon also allocated 5 pts for homes that were substantially damaged; 5 pts for homes that are located in the V Zone; 5 pts for repetitive loss structures, 10 pts for severe repetitive loss structures, and 5 pts for high probability of sea level rise inundation. (See DRAFT Resolution Attachment 12).

Activity(ies)

Click within the area and add events by clicking the “+” button located to the right

Passing a Fair Housing ordinance, Developing a strategy to pass a Fair Housing Ordinance

Date Achieved 4/21/2010

To be complete by Click or tap to enter a date.

Click within the area and add events by clicking the “+” button located to the right

Enforcing Fair Housing guidelines that are equivalent to a Fair Housing Ordinance

Date Achieved 7/31/2019

To be complete by Click or tap to enter a date.

Click within the area and add events by clicking the “+” button located to the right

Provide Fair Housing information on the City of Marathon Voluntary Home Buyout internet page

Date Achieved 8/1/2019

To be complete by Click or tap to enter a date.

Click within the area and add events by clicking the “+” button located to the right

Establishing a local complaint and monitoring process

Date Achieved 8/1/2019

To be complete by Click or tap to enter a date.

LIST OF UNMET NEEDS

Taking into consideration the disaster-related damage described, citizen participation responses, and the assessment of housing and affirmatively furthering fair housing, provide a list (in priority order) of all the disaster-related needs still unmet from Hurricane Irma.

Click within the area and add events by clicking the “+” button located to the right

- Unsafe, substantially damaged structures
- Affordable Workforce Housing options
- Skilled Workforce Access to financial resources for recovery
- Economic recovery and business sustainability
- Environmental restoration

LONG-TERM PLANNING

Applicants must develop their community recovery projects in a manner that considers an integrated approach to housing, fair

housing obligations, infrastructure, economic revitalization, and overall community recovery. Long-term planning processes should also be considered. Disaster recovery presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy impacted by the disaster.

Applicants must provide a brief description of how the project addressed in this application forms part of an integrated approach to recovery or long-term planning efforts in the community.

Describe the applicant's overall recovery plan and how the project addressed in this application furthers that plan. Include information about how the project will specifically address the long-term recovery and restoration of housing in the most impacted and distressed areas. Include how the community will be more resilient against future disasters as a result of these projects.

The City of Marathon worked with the County in the development of a Housing Task Force that included municipal, state and federal partners to develop a Comprehensive Post Disaster Housing Strategy. The City of Marathon Board of Commissioners held a special meetings to address Housing Recovery Strategies. These strategies included a deep dive review of the Comprehensive Plan and Land Development Code to find ways that would accelerate the recovery of lost affordable housing stock that will serve our workforce who are the backbone and strength of our tourism economy. The City is currently seeking to acquire mobile home parks and scattered lots in lower risk areas to build affordable, resilient, compliant workforce housing. Additional strategies included expediting permitting processes and creating additional density bonus opportunities to make room for more housing stock where appropriate. Improved development review processes were established in an effort to entice redevelopment of affordable workforce housing across the Florida Keys. As an Area of Critical State Concern, there is a need for concern about protecting the lives and the economic future of the people who are our workforce and call the Keys home. The ACSC regulations reinforce our reality that we must place a high concern on the evacuation of our citizens in times of impending danger from hurricanes and be ever mindful of how we develop the islands for safety and environmental reasons. The City of Marathon deems that we have a responsibility to provide safe, decent and sanitary living conditions that are affordable and sustainable. This program will allow the Florida Keys to acquire damaged homes on the most vulnerable, sensitive lands that will be set aside as green space; thereby, reducing the aging non-compliant housing stock and refocusing development in lower risk areas.

PROCUREMENT INFORMATION

All applicants are required to follow the procurement guidelines set forth in 2 CFR §200.318-§200.326 for grant administration, environmental, and engineering services if using CDBG-DR funds to pay third-party vendors for those services.

Along with this application, applicants must provide a copy of local procurement policies and procedures. Further, the applicant must provide copies of any procurement solicitations, bids, awards and contracts during DEO monitoring visits.

1. Has the applicant chosen to use a third-party administrator to administer the proposed project? Yes No

If Yes, will the vendor also provide environmental services? Yes No

If Yes to either question, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process.

Company Name	We propose an inter-local agreement with the Monroe County Land Authority as a third-party		
Contact Name	Charles Pattison	Phone	305-295-5185
Email	Pattison-Charles@MonroeCounty-FL.gov		

2. Has the applicant procured any other services?

Yes No

If Yes, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process.

Type of Service	N/A		
Company Name	N/A		
Contact Name	N/A	Phone	N/A
Email	N/A		

UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION ACT (URA)

a. Does the project require relocation assistance or any other activity requiring compliance with the URA? Yes, No or N/A

b. Will the assistance requested cause the displacement of families, individuals, farms, or businesses? Yes or No

If yes, explain	Under the VHBP, owners are not eligible for assistance under the URA; however, TENANTS who are displaced as a result of the owner's sale of the property to Monroe County are entitled to assistance under the URA. City of Marathon will only assist property owners of primary homes not rental properties.
Should any proposed projects cause the displacement of people, Rebuild Florida will work with the Subrecipient to follow the requirements set forth under the Uniform Relocation Assistance and Real Property Acquisition Policies Act, and applicable waivers.	

PROJECT SUMMARY

The Project Summary consists of three parts for each target area, Disaster Risk Reduction Area designation, and/or activity: (1) summarize problem(s), (2) location and buyout description, and (3) detailed actions to address problems.

1. Summarize the problem(s) to be addressed within the application by target area.

This project has identified 17 properties that sustained significant Hurricane Irma damage and are located in a high-risk flood areas within the City of Marathon. Many sustained repetitive flooding related impacts. The program will allow the removal of damaged residential structures; therefore, reducing overall community risk (Attachment 2 for maps)

2. Identify the project title and location of each activity and all buyouts. Provide a map identifying the project location.

NOTE: For the title, the spelling and capitalization of the project titles/locations identified in this application must be consistently used throughout to ensure clear identification of each project. For example, a project title of "Big Grounds, Site 3" here should appear as "Big Grounds, Site 3" at every other reference in this application. An inconsistent reference such as "big grounds subdivision" or "#3 Big Street" elsewhere in the application could cause delays in the eligibility review process

Project Title:

City of Marathon Home Buyout Project Sites 1-17 detailed on the attached spreadsheet (Attachment 1).

Location:

City of Marathon detailed on the attached spreadsheet and maps (Attachments 1 & 2)).

What is the end use of the property:

The end use for all VHBP Sites Projects 1-17 is for green space.

Incentives or Additional activities

3. Identify the action(s) to resolve the problem(s) and their anticipated outcomes. Include specific materials and quantities.

Due to the scale and number of projects currently registered in the Volunteer Home Buyout Program, it is difficult to anticipate specific materials and quantities, which might be problematic

4. If you are leveraging funds, provide the source of the funds, the funding amount, and a description of its use.

City of Marathon is not leveraging any funds.

NATIONAL OBJECTIVES

National Objective being met:

1. Activities benefiting low- and moderate- income persons.

LMHI (Housing Incentive) LMB (Household Buyout) LMH (Area Benefit)

2. Prevention/Elimination of Slums or Blight. Area Basis Spot Basis

Yes No

Has the proposed project area been officially designated as a slum or blighted area?

If yes, what conditions are present in the area to designate and qualify the area as a slum or blighted area?

Describe the boundaries of the slum or blighted area. (Do not use this field to document the Census Tract / Block Group data.)

N/A

Enter the percentage of deteriorated buildings / properties in the area at the time it was designated a slum or blighted area (enter value as decimal).

N/A

If the activity qualifies for CDBG-DR assistance on the basis that public improvements throughout the area are in a general state of deterioration, enter a description of each type of improvement in the area and its condition at the time the area was designated as slum / blight.

Enter the year the area was designated as a slum / blighted area.

N/A

3. Urgent Need

Do the existing conditions pose a serious and immediate threat to the health or welfare of the community? Yes No

Is the applicant able to finance the project on their own? Or are other sources of funding available? Yes No

Provide justification of the beneficiary identification method used to meet the National Objective:

TABLE 1 - CONTRACT BUDGET AND BENEFICIARY IDENTIFICATION

Complete a separate table for each activity or target area. Only one Table 1 is needed if the same target area, beneficiaries, and national objective apply. If any of these are different, add a new Table 1. Refer to the Application Guide for instructions.

Provide comprehensive budget information to include all Other Funds (FEMA, insurance, local, etc.) committed to the proposed projects. Use the + button to add additional projects. Use the X button to remove a project.

Refer to the Application Guide for instructions.

BUDGET AND BENEFICIARY TABLE:

Activity Description:	Total Units	LMI Units	LMI %	National Objective	Total CDBG-DR Request	Other Sources	Activity Total
Buyout	17			LMB	\$4,577,111	0	\$4,577,111
Housing Incentive				LMHI	\$205,700		\$205,700
Summary Total:	0	0	0.0		\$4,782,811		\$4,782,811

TABLE 2 - GRANT PROJECT BUDGET BREAKDOWN

Provide comprehensive budget information.

Project Title: City of Marathon Voluntary Home Buyout Program

Activity Description	Description of Task	Funding Type	Explanation	Budget
Land and Structure Buyout	Purchase of land and structure and FMV	Project	Purchase of land and structure and FMV	\$4,577,111
Appraisal	Appraisal of land and structure (\$500)	Project	Contract service to appraise property	\$8,500
Environmental Review	Conduct environmental review of properties (\$3,000)	Project	Contract services for environmental review	\$51,000
Demolition	Demolish all structures on site (\$8,000)	Project	Contract demolition services	\$136,000
Legal services	Conduct legal services to support buyout	Project	Contract legal services (\$500)	\$8,500
Administration	Conduct administrative support of buyout (\$100)	Project	Administer buyout and regulatory services (\$100)	\$1,700
Implement program requirements in accordance with CDBG-DR Regulations		Planning	Payment of services for third-party administration	TBD
Manage financial services and audit		Planning		TBD
Total				\$

PROJECT SCHEDULE

Highlight the projected length in months for each phase by clicking on the desired months. If a phase is not applicable, leave it blank. Projects are expected to be completed within 24 months following execution of the contract between the applicant and the DEO. Provide any comments regarding the schedule that may be helpful.

Project Title:

Months	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Professional Services Procurement																									
Application & Policy Development/ Outreach Plan applicable	X	X	X																						
Broad Environmental Review			X	X	X																				
Bid Advertisement/Contract Award						X																			
Buyout							X	X	X	X	X	X	X	X											
Mitigation Activities																X	X	X							
General Administration	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audit and Closeout																								X	X

Note: If the proposed project requires a schedule longer than 24 months, justification must be provided.

Comments:

N/A

LOCAL CERTIFICATIONS

Every application must be signed by the authorized signatory. By signing this application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained herein. It should be noted that 18 USC § 1001 states that any person who (1) knowingly or willfully falsifies, conceals, or covers up by any trick, scheme, or device of material fact, (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false fact, fictitious, or fraudulent statement is a federal offense and punishable under the law. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly making false statements to any department of the United States Government.

Each application for CDBG Disaster Recovery funding must also be accompanied by a completed and signed Application for Federal Assistance Standard Form 424 (SF-424).

Each applicant must comply with the provisions of the National Environmental Policy Act (NEPA), the Council on Environmental Quality (CEQ) regulations, the requirements set forth in title 24 of the Code of Federal Regulations (CFR) part 58, and applicable DEO-Rebuild Florida policy directives. All applicable federal and state laws, including environmental, labor (Davis-Bacon), procurement procedures and contract requirements of 2 CFR 200.318 -200.326, and civil rights requirements apply to the use of these funds. Each applicant certifies, in compliance with the requirements presented in Volume 81, Number 224 of the Federal Register effective February 9, 2018, that:

- a. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG-DR program;
- b. It follows and is compliant with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87;
- c. It will comply with the acquisition and relocation requirements of the Uniform Act (URA), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided in the Federal Register notice.
- d. It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
 - It is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 Public Participation Plan as it pertains to local government administration of CDBG-DR funds. or 91.115 Public Participation Plan as it pertains to State administration of CDBG-DR funds., as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each Unit of General Local Government (UGLG) receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant). It is the responsibility of the UGLG receiving assistance to develop and implement a compliant citizen participation plan.
 - Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 ((42 U.S.C. 5121 *et seq.*) related to the consequences of Hurricane Irma.
 - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations, and that it will affirmatively further fair housing.
- a. It has adopted the following policies:
 - i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

- ii. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

Date DRAFT DOCUMENT FOR REVIEW

Printed Name _____

Title _____

Email _____

Phone Number _____

Authorized Signature _____

REPORT DATE: 08/01/19

MAILING ADDRESS #1

ROW	SURVEY COMPLETED BY		ACKNOWLEDGEMENT FORM COMPLETED BY				HOUSE NO (MAIL)	STREET NAME (MAIL)	UNIT NO (MAIL)	CITY (MAIL)	STATE (MAIL)	ZIP (MAIL)
	FIRST NAME	LAST NAME	FIRST NAME	LAST NAME	FIRST NAME	LAST NAME						
1	DAVID	WILBER	DAVID	WILBER	DAVID	WILBER	1240	91st COURT OCEAN		MARATHON	FL	33050
2	FRED	ROTH	FRED	ROTH			13344	OVERSEAS HWY		MARATHON	FL	33050
3	THOMAS	MORRIS					383	112 ST OCEAN		MARATHON	FL	33050
4	MICHELE	COOK			MICHELE	COOK	109	AVENUE D	307	MARATHON	FL	33050
5	KENNETH	ALBERT			KENNETH	ALBERT	H28	MIRIAM ST		KEY WEST	FL	33040
6	HOWARD	LEITNER			HOWARD	LEITNER	PO BOX 522632			MARATHON SHORES	FL	33052
7	HOWARD	LEITNER					PO BOX 522632			MARATHON SHORES	FL	33052
8	HOWARD	LEITNER					PO BOX 522632			MARATHON SHORES	FL	33052
9	HOWARD	LEITNER					PO BOX 522632			MARATHON SHORES	FL	33052
10	HOWARD	LEITNER					PO BOX 522632			MARATHON SHORES	FL	33052
11	HOWARD	LEITNER					PO BOX 522632			MARATHON SHORES	FL	33052
12	LORI	RITTEL			LORI	RITTEL	305	27 ST OCEAN		MARATHON	FL	33050
13	JOSEPH	CALCASOLA	GENEGIEVE	CALCASOLA			2026	HARBOR DR		MARATHON	FL	33050
14	ANTONIO	CASTILLO			ANTONIO	CASTILLO	14409	SW 141 PL		MIAMI	FL	33186
15	KRISTINE	LATER			KRIS	LATER	8800	OVERSEAS HWY		MARATHON	FL	33050
16	Leland	Cranmer					8036	PORPOISE DR		MARATHON	FL	33050
17	David	Marciniak					PO BOX 500701			MARATHON	FL	33050

C/O		PHONE #1	PHONE #2	EMAIL #1	EMAIL #2	PROPERTY INFO					TITLE HOLDER
						HOUSE NO (PROPERTY)	STREET NAME (PROPERTY)	UNIT NO (PROPERTY)	CITY/KEY (PROPERTY)	PARCEL	
FIRST NAME	LAST NAME										
		772-321-1901		Dwilber1240@yahoo.com		6099	OVERSEAS HWY	52E	MARATHON	00338830-001880	WILBER DAVID
		305-923-9542		Roth246@yahoo.com		6099	OVERSEAS HWY	93	MARATHON	00338830-002690	ROTH FRED M
		314-570-5799		tommorris1001@gmail.com		383	112 ST OCEAN		MARATHON	00344450-000000	MORRIS THOMAS A TRUST AGREEMENT 9/24/2015
		305-783-8342		michelecookcpa@hotmail.com		200	39 ST		MARATHON	00337670-000000	COOK MICHELE REVOCABLE TRUST 2/28/2014
		305-393-5760		kennyalbert2@aol.com		473	W 105 ST		MARATHON	00332710-000000	ALBERT KENNETH
		305-890-3235		howlys3@gmail.com		N/A	N/A		GRASSY KEY	00374650-000000	HJ3 INC
		305-890-3235		howlys3@gmail.com		57478	OVERSEAS HWY		GRASSY KEY	00374660-000000	HJ3 INC
		305-890-3235		howlys3@gmail.com		N/A	N/A		GRASSY KEY	00374670-000000	HJ3 INC
		305-890-3235		howlys3@gmail.com		57468	OVERSEAS HWY		GRASSY KEY	00374680-000000	HJ3 INC
		305-890-3235		howlys3@gmail.com			OVERSEAS HWY		GRASSY KEY	00374690-000000	HJ3 INC
		305-890-3235		howlys3@gmail.com			OVERSEAS HWY		GRASSY KEY	00374700-000000	HJ3 INC
		406-439-5040		Lori.Rittel@gmail.com		305	27 ST OCEAN		MARATHON	00321400-000000	RITTEL LORI
		860-917-1963		Gencal@sgtjoe.net		2026	HARBOR DR		MARATHON	00330730-000000	CALCASOLA JOSEPH J, CALCASOLA GENEVIEVE W
		786-307-3102				495	110 ST OCEAN		MARATHON	00343760-000000	CASTILLO ANTONIO
GRANTAIR SERVICE INC		305-743-3717		kris@marathonaviation.com		858	83 ST		MARATHON	00347680-000000	GRANTAIR SERVICES INC
						8036	PORPOISE DR		MARATHON	00329980-000000	Leland Cranmer
						592	83 ST		MARATHON	00347630-000000	David Marciniak

SF OF HOME	YEAR BUILT	FOUNDATION TYPE	FLUM	BFE	FLOOD ZONE	SUBSTANTIAL DAMAGE	GPS COORD	DEMO PERMIT APPLIED FOR	LOCATION MAP	TOPO MAP	FIRM MAP	FLOOD INSURANCE DURING IRMA (Y/N)	ANNUAL HOUSEHOLD INCOME	DISABLED (Y/N)	HANDICAPPED (Y/N)	HAS SPECIAL NEEDS (Y/N)	OCCUPANTS OLDER THAN 62 YRS OF AGE (Y/N)	OCCUPANTS UNDER 18 YRS OF AGE (Y/N)
N/A	N/A	N/A	RH	8	AE 8	NO	-81.070 24.715	NO	X	X	12087C1379K	N	\$40,000.00	N	N	N	N	N
N/A	N/A	N/A	RH	10	AE 10	NO	-81.070 24.713	NO	X	X	12087C1379K		\$100,000.00					
1031	1955	CONCRETE SLAB	RM	8	AE 8	NO	-81.035 24.728	NO	X	X	12087C1381K		\$38,000.00	Y	Y		Y	
638	1965	CONCRETE SLAB	RH	8	AE 8	NO	-81.089 24.714	NO	X	X	12087C1379K	Y	\$25,000.00	N	N	N	N	N
N/A	N/A	N/A	RH	7	AE 7	NO	-81.041 24.727	NO	X	X	12087C1381K	Y	\$36,000.00	N	N	N	N	N
N/A	N/A	N/A	MU	13	VE 13	NO	-80.963 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
1280	1978	N/A	MU	13	VE 13	NO	-80.963 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
N/A	N/A	N/A	MU	13	VE 13	NO	-80.963 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
2492	1987	CONC PILINGS	MU	13	VE 13	NO	-80.963 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
N/A	N/A	N/A	RL	13	VE 13	NO	-80.964 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
N/A	N/A	N/A	RL	13	VE 13	NO	-80.964 24.753	NO	X	X	12087C1164K	N	\$31,215.00	N	N	N	N	N
634	1969	CONCRETE SLAB	RM	7	AE 7	NO	-81.099 24.709	NO	X	X	12087C1378K	Y	\$63,000.00	N	N	N	N	N
1247	1961	CONCRETE SLAB	RM	8	AE 8	NO	-81.060 24.727	NO	X	X	12087C1381K		\$99,000.00				Y	
921	1951	CONCR FTR	RM	9	AE 9	NO	-81.036 24.727	NO	X	X	12087C1381K	N		N	N	N	Y	Y
N/A	N/A	N/A	RH	9	AE 9	NO	-81.055 24.721	NO	X	X		Y	NOT PROVIDED	N	N	N	N	N
N/A	N/A	CONCRETE SLAB	RM	9	AE9	NO	-81.058 24.729	NO	X	X		N		Y	Y	N	Y	N
N/A	N/A	N/A	RM	8	AE8	NO	-81.054 24.721	NO	X	X		Y		N	N	N	N	Y

DESCRIPTION OF DAMAGE

My real property was completely destroyed by Hurricane Irma. A vacant lot with building rights now remain.

Damaged trailer beyond repair was forced to dispose of it.

Flood

Flooding

home was totally destroyed.was red tagged and demolished.i have letter Of substantial damage.just an empty lot now

Home was blown out with and front structure cut in half and gutted. 6 contiguous parcels: 00374650-000000 00374660-000000 00374670-000000 00374680-000000 00374690-000000 00374700-000000

Home was blown out with and front structure cut in half and gutted. 6 contiguous parcels: 00374650-000000 00374660-000000 00374670-000000 00374680-000000 00374690-000000 00374700-000000

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Home was blown out with and front structure cut in half and gutted. 6 contiguous parcels: 00374650-000000 00374660-000000 00374670-000000 00374680-000000 00374690-000000 00374700-000000

Declared substantially damaged by the City of Marathon. House has to be rebuilt on stilts and will not be permitted for repair.

FIELD NOT COMPLETED

House was totaled by flooding in Hurricane Irma and was demoed in April 2018.

Homesteaded?	SPECIAL CIRCUMSTANCES	DATE SURVEY RECEIVED	DATE ACKNOWLEDGEMENT FORM SIGNED	JUST MARKET VALUE (PRE-STORM 2017 - MC PROPERTY ASSESSOR'S OFFICE)	LAND VALUE (PRE-STORM 2017 - MC PROPERTY ASSESSOR'S OFFICE)	PROPOSED VALUE	APPRAISAL VALUE	VERIFICATION CONTACT	NOTES?	VERIFICATION VISIT
N		07/16/19	07/16/19	\$125,146.00	\$104,136.00	\$150,175.20				
N		07/17/19		\$40,905.00	\$30,833.00	\$49,086.00				
Y		07/21/19		\$355,921.00	\$214,200.00	\$427,105.20				
N		07/21/19	07/21/19	\$115,643.00	\$31,800.00	\$138,771.60				
N		07/19/19	07/19/19	\$70,830.00	\$55,448.00	\$84,996.00				
N		07/21/19	07/21/19	\$361,314.00	\$359,294.00	\$433,576.80				
N		07/21/19	07/21/19	\$496,187.00	\$402,995.00	\$595,424.40				
N		07/21/19	07/21/19	\$129,871.00	\$115,398.00	\$155,845.20				
N		07/21/19	07/21/19	\$791,746.00	\$388,585.00	\$950,095.20				
N		07/21/19	07/21/19	\$86,589.00	\$86,589.00	\$103,906.80				
N		07/21/19	07/21/19	\$42,405.00	\$42,405.00	\$50,886.00				
Y		07/22/19	07/22/19	\$141,262.00	\$45,094.00	\$169,514.40				
Y		07/22/19		\$292,450.00	\$67,893.00	\$350,940.00				
Y			07/23/19	\$233,217.00	\$108,000.00	\$279,860.40				
N		07/24/19	07/24/19	\$154,044.00	\$57,200.00	\$184,852.80				
N				\$216,693.00	\$88,210	\$260,031.60				
N				\$160,036.00	\$57,200.00	\$192,043.20				

NO LONGER INTERESTED REASON	NOT QUALIFIED REASON	DEO REBUILD (Y/N)	DEO COUNTY REVIEW COMPLETE (Y/N)	DEO REBUILD APPLICATION STATUS	BUYOUT?

BUYOUT INFO

BUILDINGS REMAINING ON PROPERTY? [Verified by researching MCPA for current bldgs on property and demo permits applied for.]	DEMO REQUIRED?	DEMOLITION COSTS	SOFT COSTS
YARD ITEMS	#REF!	#REF!	
NO	#REF!	#REF!	
YES			
YES			
NO			
YARD ITEMS			
YES			
NO			
YES			
NO			
NO			
YES			
NO			

PROJECT MANAGEMENT	RENTAL TENANT OCCUPIED?	TOTAL PROJECT COSTS	OFFER AMOUNT
#REF!		#REF!	
#REF!		#REF!	



Legend

- Voluntary Buy Out Property
- Marathon Mile Markers
- Waterway Names
- MiddleKeys_Parcels_150811
- Repetitive Loss Area

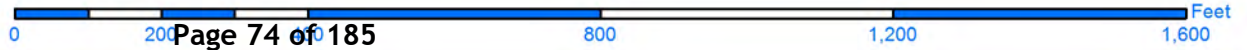
Surge Zones

Categories

- 1
- 2
- 3
- 4
- 5



City of Marathon, Florida
Official Map Product





Legend

- Voluntary Buy Out Property
- Marathon Mile Markers
- Waterway Names
- MiddleKeys_Parcels_150811
- Repetitive Loss Area

Surge Zones



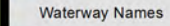


Categories

- 1
- 2
- 3
- 4
- 5










Legend

-  Voluntary Buy Out Property
-  Marathon Mile Markers
-  Waterway Names
-  MiddleKeys_Parcels_150811
-  Repetitive Loss Area

Surge Zones

Categories

-  1
-  2
-  3
-  4
-  5





Legend

- Voluntary Buy Out Property
- Marathon Mile Markers
- Waterway Names
- MiddleKeys_Parcels_150811
- Repetitive Loss Area

Surge Zones






Categories

- 1
- 2
- 3
- 4
- 5










Legend

-  Voluntary Buy Out Property
-  Marathon Mile Markers
-  Waterway Names
-  MiddleKeys_Parcels_150811
-  Repetitive Loss Area

Surge Zones

Categories

-  1
-  2
-  3
-  4
-  5





Legend

- Voluntary Buy Out Property
- Marathon Mile Markers
- Waterway Names
- MiddleKeys_Parcels_150811
- Repetitive Loss Area

Surge Zones





Categories

- 1
- 2
- 3
- 4
- 5









Legend

-  Voluntary Buy Out Property
-  Marathon Mile Markers
- Waterway Names
-  MiddleKeys_Parcels_150811
-  Repetitive Loss Area

Surge Zones

Categories

-  1
-  2
-  3
-  4
-  5



City of Marathon, Florida
Official Map Product



Q. What entities are eligible to apply for funding from the Rebuild Florida Voluntary Home Buyout Program (the Program)?

A. All impacted counties and municipalities that received a declaration of both Individual Assistance and Public Assistance from the Federal Emergency Management Agency (FEMA) after Hurricane Irma are eligible to apply for assistance for non-commercial properties. City and county governments that are within the federal and state designated Most Impacted and Distressed (MID) areas are shown [here](#) and below.

Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lafayette, Lake, Lee, Levy, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Union and Volusia.

Q. Do specific properties/addresses need to be identified in an application?

A. All properties must be identified as having been damaged by Hurricane Irma. Applicants have two options: Leveraging CDBG-DR funding as a match for existing FEMA HMGP projects or applying directly to the LMI Area Benefit and/or LMI Household. For either option, the property must be identified in the application.

Q. If specific properties are identified, do the owners need to provide commitment to sell before the application is submitted to DEO?

A. All owners must sign a Voluntary Acknowledge Form at the time of the application; however, an applicant has the right to withdraw from the program at any time prior to closing.

Q. What activities are eligible for funding in the Program:

A. Allowable costs for property buyout projects depend upon the scope of the project. The following costs associated with the buyout of hazard-prone real property and the demolition of structures are allowable:

- Market value of the real property (i.e., land and structure) either at the time of sale or immediately prior to Hurricane Irma depending upon the ownership status at the time of Hurricane Irma. Therefore, if the appraisal of the property is prior to the disaster then all Duplication of Benefits (DOB) must be subtracted from this amount unless the owner can provide proof that funds were used for another eligible purpose and should be excluded as an offset to the amount of the DOB.
- Fees for necessary appraisal costs, title search, title insurance, property inspection, and survey if applicable.

- Demolition and removal of property.
- Fees paid for environmental review services.
- Relocation costs associated with displaced tenants under the Uniform Relocation Act.

Q: After the Request for Application is published, when will the application submission cycle open?

A. The application submission cycle will open on July 16, 2019.

Q: When the application submission cycle opens, how long will applications be accepted?

A. Applications can be submitted from July 16, 2019, through August 15, 2019.

Q. What are the criteria for the property to qualify for the Program?

A. Each property must meet the following qualifications listed below:

- The property is purchased from a willing, voluntary seller.
- The property contains a structure that has been damaged or destroyed due to Hurricane Irma, or the property is in a SFHA, or a High- Risk Flood Area.
- All compatible easements or encumbrances can and must be extinguished.
- The property cannot be contaminated with hazardous materials at the time of buyout, other than incidental demolition or household waste.
- The property cannot be part of an intended, planned, or designated project area for which the land is to be acquired by a certain date, and/or where there is an intention to use the property for any public or private future use inconsistent with the open space deed restrictions and FEMA acquisition requirements (e.g., roads and flood control levees).
- The property will not be subdivided prior to the buyout, except for portions outside the identified hazard area, such as within a SFHA or any risk zone identified by FEMA.
- Properties that have received rehabilitation or repairs through the Housing Repair and Replacement Program will not be eligible for assistance under the Voluntary Home Buyout Program.

Q. Is there an income qualification component to the Program?

A. When city and county governments are applying for the Low- and Moderate-Income (LMI) Area Benefit Program, at least 51% of the households in that area must meet the low and moderate median income of that area, as defined by HUD. When applying for the LMI Household Program, all households must meet the LMI median income of that area.

Q. How will it be determined which applications are awarded funding?

A. All applications will be scored using the scoring methodology outlined in the Program guidebook. Awards are determined by those scores, awarding first to those who have scored the highest and subsequent awards going to those who have scored second highest and so on.

Q. How will DEO evaluate local government's applications?

A. DEO will rate all subrecipient applications by a process using a scoring method based on:

- Low- and moderate-income persons;

- Households that are occupied by a disabled individual, and persons that are 62 years of age and older;
- Benefit target areas;
- Activity need and justification;
- Cost reasonableness and effectiveness;
- Environmental justice; and application completion.

Q. What professional services may be procured to achieve success for the Program?

A. Local governments are responsible to hire contract teams that are licensed in the state of Florida to provide the following:

- Appraisals;
- Title and legal services;
- Environmental reviews;
- Demolition of the property; and
- Other related buyout processes.

Q. Are there any types of ownership that are ineligible for the Program?

A. Yes, the following types of ownership are ineligible for the Program:

- Applicants who lost ownership of their home due to foreclosure;
- Applicants who have outstanding judgments or lawsuits that would prevent the issuance of a clear title on the property.

Q. Who is responsible for the property after the Buyout or Acquisition is completed?

A. The Local entity is responsible for the property after the buyout or acquisition is completed. For Buyouts, the property must be maintained in perpetuity for open space, recreation, wetland or flood control and limited structures may be erected.

Q. Is a property appraisal required?

A. Yes. The property value, either current or pre-event depending upon ownership status at the time of Hurricane Irma, must be derived from a method that results in a reasonable determination of Fair Market Value (FMV). The value for each property identified for buyout will be established by the subrecipient based on the pre-event FMV, minus any Duplication of Benefits (DOB) for applicants that owned the property at the time of the disaster. Owners that purchased the property after the date of the disaster will be limited to the price the owner paid for the property, which is not to exceed the pre-event FMV. If repairs have been made to the property, eligible repair receipts are added to the post-event price of the buyout.

Q. What if the property owner disagrees with the appraiser's determination for market value?

A. If the property owner disagrees with the appraisal, the property owner may, at their expense, have a second appraisal performed. The Program shall not reimburse the owner for the second appraisal. In the event of a pre-storm disaster appraisal, the Program can determine in policy if they want to accept an independent appraisal for a third-party transaction—like a refinancing—that was done relatively close in time to the storm as an appeal

Q. Does the Duplication of Benefits review apply?

A. Yes, under the Stafford Act: Sec. 312 – Duplication of benefits (DOB), any agency administering a federal grant must ensure that their assistance does not duplicate the benefits of any other assistance. If duplicate funding is discovered, the amount of the buyout award shall be decreased.

Q. How can Duplication of Benefits be prevented?

A. Property flood claim damage payments can be verified by the National Flood Insurance Program and a thorough review of the applicant's information will be conducted and evaluated.

Q. Is an environmental review necessary?

A. Yes, the subrecipient is responsible for conducting environmental reviews or causing such reviews to occur through contracted providers of environmental services. The subrecipient will be responsible for ensuring that all reviews are completed on all properties, including damaged properties that are to be acquired by the local government as well as properties to be obtained by the seller through the housing replacement assistance.

Q. Is a damage assessment required?

A. Yes, an assessment by a certified or licensed inspector (HQS, TREC, or similar license) is required to specifically and clearly document storm related property damage via photographic evidence and detailed narratives.

Q. If a homeowner has negative equity on their mortgage, can they still participate in the Program?

A. Participation in the Program requires a clear title. If a clear title cannot be obtained, then the property does not qualify for the Program.

Q. Who is responsible for the demolition?

A. The local Program is responsible for the demolition of improvements on the property, but it is an allowable expense under the CDBG-DR Program.

Q. How long do we (local governments) have to complete the Program?

A. All subrecipients have 24 months to complete the program.

Q. Are residential rental properties eligible?

A. Yes.

Q. What if houses have renters?

A. Tenants who are displaced as a result of the owner's sale of the property to the subrecipient are entitled to assistance under the Uniform Relocation Act (URA) and Real Property Acquisition Policies Act. The subrecipient must develop and implement URA policies and procedures and ensure that all required notices, services and payments afforded to tenants qualified under URA are provided in a timely manner.

Q. Can Housing Replacement Assistance be provided?

A. Yes, all property owners participating in the buyout are eligible for up to the maximum housing replacement assistance allowed by the Robert T. Stafford Act. All income-qualified buyout participants are eligible for up to \$25,000 in the housing replacement assistance plus pre-event market value of their buyout home. Those that are not income qualified will be eligible for up to \$10,000 in housing replacement allowance only if the damaged property is located within the designated area.

Q. If a homeowner demolished the home after the event, but applies to the buyout program, can the lot/home be purchased if they can prove the home previously existed?

A. Yes, the subrecipient can purchase the home. The use of the County Appraisal District's records could be used to establish a value.

Q. Can funding be applied only for new projects, or can existing projects be funded?

A. Applicants have two options. The first option is to leverage CDBG-DR funding as a match for existing FEMA HMGP projects. The second option is to apply for properties that that can be identified as LMI Area Benefit where at least 51% of the residents are LMI persons, and/or apply for the LMI Households that will also be required to participate in the replacement housing incentive program in order to meet the National Objective.

Q. How do you submit an application for the Voluntary Home Buyout Program?

A. Rebuild Florida prefers electronic submissions, but mailed applications are also acceptable.

Submit applications electronically to RebuildFlorida@deo.myflorida.com with "Voluntary Home Buyout Program Application" as the subject line:

Submit applications via mail to:
Florida Department of Economic Opportunity
Office of Disaster Recovery
Attention: Joshua Bradt
The Caldwell Building
107 East Madison Street, MSC-400
Tallahassee, FL 32399

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and Council Members
From: George Garrett, Planning Director
Through: Chuck Lindsey, City Manager

Agenda Item: **Ordinance 2019-08**, Amending The City Of Marathon Comprehensive Plan Modifying Chapter One, “Future Land Use,” Table 1-1, “Future Land Use Densities And Intensities,” To Provide Assurances That Residences Within RL-C Zoning May Be Rebuilt; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Economic Opportunity; And Providing For An Effective Date Upon The Approval Of This Ordinance By The State Department Of Economic Opportunity.

Ordinance 2019-09, Amending Chapter 103 “Zoning Districts”, Article 3 “Use And Intensity Tables”, Modifying Table 103.15.1 “Uses By Zoning District” And Table 103.15.2 “Density, Intensity, And Dimension For Zoning Districts;” Amending Chapter 108, Article 3, “Nonconforming Uses,” Section 108.12, “Nonconforming Density And Intensity” And Article 4, “Nonconforming Lots,” Section 108.13, “Nonconforming Lots;” Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code Of Ordinances, City Of Marathon, Florida; And Providing An Effective Date.

RECOMMENDATION

Planning Commission provides a unanimous recommendation for approval.

BACKGROUND AND REQUEST:

Currently, the City of Marathon Comprehensive Plan and Land Development Regulations (LDRs) does not clearly provide that a single family residence may be rebuilt if it exists on a lot that is substandard in size, and therefore density. As an example, Residential Medium (RM) zoned lots are required to be a minimum of 8,712 square feet. Over one half of the RM zoned lots within the City of Marathon are less than the 8,712 square foot minimum lot size.

The proposed Comprehensive Plan and Land Development Regulation Ordinances attached are intended to compliment one another and make absolutely clear that at least one single family residence will be allowed on lots zoned Residential High (RH) Residential Medium (RM), or Residential Mobile Home (R-MH). The Ordinance also makes it clear that at least one single family residence may be rebuilt on ANY nonconforming lot upon which a residence or residences currently exists. Further, the

Ordinance establishes a provision for lots and blocks within RL-C zoned subdivisions such that if a block within a subdivision zoned RL-C is greater than 90 percent developed, than any vacant lot within the block is deemed buildable.

The proposed Ordinances are attached. Only one substantive revision is required to the Comprehensive plan whereas several revisions are suggested to the LDRs as there are two pertinent chapters that need some revision.

The City Council provided a unanimous vote of approval for both Ordinances (Comprehensive Plan and LDRs) on March 26, 2019. The Comprehensive Plan Ordinance was transmitted to and approved by The Department of Economic Opportunity on July 1, 2019. They requested no changes to the Ordinance.

APPLICANT: City of Marathon

REQUEST:

Comprehensive Plan

- Chapter One, “Future Land Use,” Table 1-1, “Future Land Use Densities And Intensities,”

Land Development Regulations

- Chapter 103 “Zoning Districts”, Article 3 “Use And Intensity Tables”, Table 103.15.1 “Uses By Zoning District”
- Chapter 103, Table 103.15.2 “Density, Intensity, And Dimension For Zoning Districts;”
- Chapter 108, Article 3, “Nonconforming Uses,” Section 108.12, “Nonconforming Density And Intensity”
- Chapter 108, Article 4, “Nonconforming Lots,” Section 108.13, “Nonconforming Lots;”

ANALYSIS OF COMPREHENSIVE PLAN CHANGE REQUEST:

Preface

The current Land Development Regulations provide only brief guidance concerning the review of a proposed Comprehensive Plan Amendment.

Section 102.19 simply states:

[Section 102.19. Standards for Review.](#)

[When considering an application for a Comprehensive Plan Amendment, the review shall include all standards and criteria of Fla. Stat. ch. 163.](#)

Standards in Chapter 163, F.S. offer some additional guidance, but are limited. Pertinent sections of Chapter 163 promulgate process rather than establishing criteria for the development of a proposed

Comprehensive Plan Amendment. Chapter 163.3184, Process for adoption of comprehensive plan or plan amendment, define the sequential process for transmittal, review, and approval of a Comprehensive Plan Amendment. Most relevant to this delineation of process is the definition of “**compliance**” which is recited for review below:

163.3184 Process for adoption of comprehensive plan or plan amendment.--

(1) DEFINITIONS.--As used in this section, the term:

(b) "In compliance" means consistent with the requirements of ss. [163.3177](#), when a local government adopts an educational facilities element, 163.3178, 163.3180, 163.3191, and 163.3245, with the state comprehensive plan, with the appropriate strategic regional policy plan, and with chapter 9J-5, Florida Administrative Code, where such rule is not inconsistent with this part and with the principles for guiding development in designated areas of critical state concern and with part III of chapter 369, where applicable. Thus, leading through an exhaustive process, the State Land Planning Agency must find a Comprehensive Plan or Plan Amendment in compliance in accordance with the above definition. Process as further defined in the section leads from Local Government Transmittal through review by the State Land Planning Agency and other required local and state government bodies to a finding of “in compliance” by the State Land Planning Agency.

Review is contemplated and expected to be completed by such agencies as the South Florida Regional Planning Council, whose responsibility it is to review the proposal for consistency with the Strategic Regional Policy Plan. Such review is not therefore, the responsibility of the local government to determine consistency in this regard and will not be addressed herein. Though referenced in the definition of compliance and elsewhere Chapters 163.3177, 163.3191, 163.3245, and 369 will not be reviewed as a compliance matter. Chapter 163.3177 defines required elements in a comprehensive plan. The City has an approved comprehensive plan which must be assumed to have all required elements. Chapter 163.3191 refers to the required Evaluation and Appraisal Report (EAR); a review of an approved comprehensive plan required of the City every seven years. The City is not subject to an EAR at this juncture and therefore is not relevant as a criterion to the review herein. Finally, Chapter 163.3245 refers to the development of an optional sector plan. This optional element of an approved comprehensive plan was not adopted by the City and therefore will not be used as a criterion for review in this proposed FLUM amendment. Chapter 369 refers to invasive aquatic plant control and the Wekiva River area and similarly will not be the subject of compliance review herein.

Other pertinent review elements leading to a determination of compliance are found in Chapter 163.3178 Coastal management, Chapter 163.3180 Concurrency and the principals for guiding development in the Florida Keys Area of Critical State Concern. This application for a FLUM amendment will be analyzed against the limited compliance issues found in sections of Chapter 163 F.S. and Chapter 380 F.S. noted immediately above. Relevant sections are provided in EXHIBITS 2, 3, & 4 attached or with website references for your review

Compliance Discussion

Relevant criteria promulgated in Chapters 163 and 380 F.S. can be itemized in bullets as follows based on the critical concerns more specifically identified in the City's comprehensive plan:

- Natural Resource Protection
 - Wetlands
 - Estuaries
 - Living marine resources
 - Beaches / Dunes
 - Unique wildlife habitat
 - Water Quality
- Historical Resources
- Infrastructure / Concurrency Management
 - Wastewater
 - Stormwater
 - Potable Water
 - Solid Waste
 - Transportation
- Affordable Housing
- Hazard Mitigation
 - CHHA
 - Hurricane Evacuation
- Ports
 - Marina Siting
- Public Use
 - Shoreline use and Access
 - Water dependent and independent activity
- Land Acquisition
 - Conservation
 - CHHA
 - Public Services

These bullet items should be utilized as the focus points for review of the proposed FLUM amendment and for future comprehensive plan amendments.

SUMMARY

The Planning Commission reviewed the proposed Ordinance on February 25, 2019. After extensive deliberation, the Planning Commission recommended that the Ordinance be moved forward to the City Council for review and approval.

ANALYSIS

Natural Resources

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to natural resources.

Historical and Cultural Resources

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to historical and cultural resources.

Infrastructure

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to the City's overall infrastructure.

Wastewater infrastructure

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to wastewater infrastructure.

Stormwater infrastructure

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to natural resources. Redevelopment would allow the City, through the permit process, to impose any current stormwater retention requirements.

Potable Water

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to potable water resources.

Solid Waste

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to solid waste.

Transportation

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to transportation.

Affordable Housing

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to affordable housing options or opportunities.

Hazard Mitigation

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to City Infrastructure which would require any additional hardening of these facilities.

Coastal High Hazard Areas

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no new construction within the Coastal High Hazard Areas.

Hurricane Evacuation

No Significant Impact would result from the proposed change.

Ports – Marina Siting

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to ports or marina siting.

Public Use – Access to Water

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no impacts to public access to marine waters.

Land Acquisition

As the proposed Ordinance only allows for the redevelopment of existing single family residential units and essentially no new units, there will be no changes to the normal land acquisition process.

Alternate Compliance Review Criteria

Since there are no internal Comprehensive Plan change review criteria available in Chapter 102, Article 6, those that would apply for an LDR text change request (Chapter 102, Article 7) are useful.

The basis for the LDR text change criteria are the same as for a Comprehensive Plan change ultimately.

Section 102.26(B) of the Land Development Regulations requires that the following standards and criteria be considered for any proposed text amendment. Each criteria and explanation of relevance to this proposed amendment are listed below:

A. The need and justification for the change;

Currently, the City of Marathon Comprehensive Plan and Land Development Regulations (LDRs) does not clearly provide that a single family residence may be rebuilt if it exists on a lot that is substandard in size, and therefore density. As an example, Residential Medium (RM) zoned lots are required to be a minimum of 8,712 square feet. Over one half of the RM zoned lots within the City of Marathon are less than the 8,712 square foot minimum lot size.

The proposed Comprehensive Plan and Land Development Regulation Ordinances attached are intended to compliment one another and make absolutely clear that at least one single family residence will be allowed on lots zoned Residential High (RH) Residential Medium (RM), or Residential Mobile Home (R-MH). The Ordinance also makes it clear that at least one single family residence may be rebuilt on ANY nonconforming lot upon which a residence or residences currently exists. Further, the Ordinance establishes a provision for lots and blocks within RL-C zoned subdivisions such that if a block within a subdivision zoned RL-C is greater than 90 percent developed, than any vacant lot within the block is deemed buildable.

B. The consistency of the proposed amendment with the Comprehensive Plan; and

The proposed Ordinances do not modify, but, clarify existing policies within the Comprehensive Plan and corresponding sections within the LDRs.

C. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

As the purpose of these ordinance is to strengthen the Comprehensive Plan and LDRs through clarification of existing policies and sections, the purposes of both documents are fully retained without modification.

CONCLUSION:

The proposed Amendment is consistent with and furthers the goals of the City of Marathon Comprehensive Plan and Land Development Regulations.

RECOMMENDATION:

The City Council granted approval of both Ordinances at their March 26, 2019 City Council meeting. The Ordinance before you are unchanged from that time and are before you for their second hearing..

Sponsored by: Lindsey
Introduction Date: February 25, 2019
Public Hearing Dates: March 12, 2019
August 13, 2019
Enactment date: August 13, 2019

**CITY OF MARATHON, FLORIDA
ORDINANCE 2019-08**

CONSIDERATION OF AN ORDINANCE TO AMEND THE CITY OF MARATHON COMPREHENSIVE PLAN MODIFYING CHAPTER ONE, “FUTURE LAND USE,” TABLE 1-1, “FUTURE LAND USE DENSITIES AND INTENSITIES,” TO PROVIDE ASSURANCES THAT RESIDENCES WITHIN RL-C ZONING MAY BE REBUILT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE STATE DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes, provides for comprehensive plan implementation through the enactment of certain ordinances; and

WHEREAS, the City of Marathon is located within an Area of Critical State Concern (ACSC), pursuant to Sections 380.05 and 380.0552, Florida Statutes, hereinafter referred to the “Keys ACSCs”; and

WHEREAS, Keys’ Local Governments have adopted state-mandated Comprehensive Plans and Land Development Regulations pursuant to both Chapters 163 and 380.055, Florida Statutes, which have been approved by the State, as required by law, and;

WHEREAS, Chapter 166, *Florida Statutes*, grants the City of Marathon (the “City”) broad municipal home rule powers to provide for the health, safety and welfare of its residents, business owners and visitors by enacting business regulations for the protection of the public; and

WHEREAS, the purpose of the proposed Ordinance is to preserve the rights of individual single family residential lot and property owners through a clarification of language in the City’s Land Development Regulations,

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

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

SECTION 2. Amend Chapter One, Table 1-1 to read as follows:

Policy 1-3.2.7 Restrict Density and Intensity of Development

Table 1-1 establishes the maximum range of allocated density and intensity (F.A.R.) permitted in each future land use category per acre. New development and redevelopment, unless otherwise specified, shall not exceed the thresholds established in the table below.

With the exception of mixed use development that contains affordable/work force housing, when a proposed development is for a combination of uses, the acreage required for each use shall be determined independently based on the floor area ratio in Table 1-1 for each individual use.

**TABLE 1-1
Future Land Use Densities and Intensities***

Future Land Use Category	Permitted Residential Density (Units per acre)			Hotel/Motel/RV Spaces (Units per acre)	Maximum Intensity (floor area ratio)	Minimum Open Space Ratio
	Market Rate	Affordable	Licensed Mobile Home or RV Parks			
Airport (AD)	0		0	N/A	0.15 - 0.50	0.2
Conservation (C)	0.1- 0.25 ⁷	0.1-0.25 ⁷	0	N/A	0.05 - 0.10	0.5
Industrial (I)	0	5-10	0	N/A	0.85	0.2
Mixed Use Commercial (MUC)	2 – 6	10 – 15	10-25	5 - 25	0.15 - 0.60 ⁴	0.2
Public <u>Uses (PU)</u>	0	15-25	0	3 – 25	0.15 - 0.75	0.2
Recreation (R)	0.25	0.25	0	5 – 15	0.15 - 0.50	0.2
Residential High (RH)	8	15 - 25	15-25	0	0	0.2
Residential Medium (RM)	5	10	0	0	0	0.2
Residential Low (RL)	0.5	0.5	0	0	0	0.5

- Note:
1. See Objective 1-3.9 and subsequent policies.
 2. The allocated and maximum net densities for submerged lands shall be 0.
 3. For properties consisting of hammocks or disturbed wetlands within the Mixed Use Commercial future land use categories, the floor area ratio shall be 0.10 and the maximum net residential density shall be 0.
 4. Open space shall be increased based upon the requirement for a habitat evaluation and shall conform to Table 4-1 of the Coastal and Conservation Element.
 5. The FAR in Mixed Use developments may be increased to .75 if mitigated by the development of affordable/workforce housing is provided.

**TABLE 1-1
Future Land Use Densities and Intensities***

Future Land Use Category	Permitted Residential Density (Units per acre)	Hotel/Motel/RV Spaces (Units per acre)	Maximum Intensity (floor area ratio)	Minimum Open Space Ratio
<p>6. Residential Densities found in this Table are subject to the provisions of Policy 1-3.5.16</p> <p>7. Existing Single Family Residences may be repaired, modified, or replaced. Individual vacant Lots within Blocks defined within a Platted Subdivision subject to RL-C zoning may be built upon IF the sum of all Lots within an individual Block are over 90% developed with single family residences as of the date that DEO accepts the Ordinance whichever occurs first.</p>				

*All development and redevelopment shall comply with this Plan and the Land Development regulations.

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

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

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

SECTION 6. The provisions of this Ordinance constitute a “land development regulation” as state law defines that term. Accordingly, the City Clerk is authorized and directed to forward a copy of this Ordinance to the State Department of Economic Opportunity for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 7. This Ordinance shall be effective immediately upon approval by the State Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

David Migut, City Attorney

Sponsored by: Lindsey
Introduction Date: February 25, 2019
Public Hearing Dates: March 12, 2019
August 13, 2019
Enactment date: August 13, 2019

**CITY OF MARATHON, FLORIDA
ORDINANCE 2019-09**

ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING CHAPTER 103 “ZONING DISTRICTS”, ARTICLE 3 “USE AND INTENSITY TABLES”, MODIFYING TABLE 103.15.1 “USES BY ZONING DISTRICT” AND TABLE 103.15.2 “DENSITY, INTENSITY, AND DIMENSION FOR ZONING DISTRICTS;” AMENDING CHAPTER 108, ARTICLE 3, “NONCONFORMING USES,” SECTION 108.12, “NONCONFORMING DENSITY AND INTENSITY” AND ARTICLE 4, “NONCONFORMING LOTS,” SECTION 108.13, “NONCONFORMING LOTS;” PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES, CITY OF MARATHON, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Florida Statutes, provides for comprehensive plan implementation through the enactment of certain ordinances; and

WHEREAS, the City of Marathon is located within an Area of Critical State Concern (ACSC), pursuant to Sections 380.05 and 380.0552, Florida Statutes, hereinafter referred to the “Keys ACSCs”; and

WHEREAS, Keys’ Local Governments have adopted state-mandated Comprehensive Plans and Land Development Regulations pursuant to both Chapters 163 and 380.055, Florida Statutes, which have been approved by the State, as required by law, and;

WHEREAS, Chapter 166, *Florida Statutes*, grants the City of Marathon (the “City”) broad municipal home rule powers to provide for the health, safety and welfare of its residents, business owners and visitors by enacting business regulations for the protection of the public; and

WHEREAS, the purpose of the proposed Ordinance is to preserve the rights of individual single family residential lot and property owners through a clarification of language in the City’s Land Development Regulations.

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

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

SECTION 2. Amend Chapter 103, Article 3, Table 103.15.1 to read as follows:

Table 103.15.1 - USES BY ZONING DISTRICT

Uses in bold have specific conditions listed in Chapter 104																
ZONING DISTRICT	C-NA	C-OI	RL-C	RL	RM	RM-1	RM-2	R-MH	RH	MU	MU-M*	I-G	I-M*	A	P	PR

Single Family Residence	P	P	P***	P	P	P	P	P	P	P	P	P	P			P

*****Existing Single Family Residences may be repaired, modified, or replaced. Individual vacant Lots within Blocks defined within the Plat subject to RL-C zoning may be built upon IF the sum of all Lots within an individual Block are over 90% developed with single family residences as of the date that DEO accepts the Ordinance.**

SECTION 3. Amend Chapter 103, Article 3, Table 103.15.2 to read as follows:

Table 103.15.2 - DENSITY, INTENSITY AND DIMENSIONS FOR ZONING DISTRICTS

	A	C-NA	C-OI	I-G	I-M	MU	MU-M	P	PR	RH	R-MH	RM	RM-1	RM-2	RL	RL-C
Density Range (units per acre) ****		.25	0.1	<u>5-10</u>	<u>5-10</u>	6-15	6-15	10-25	1/4ac	8-25	8-25	<u>5-10</u>	4	5	0.5	.25 ⁴

Footnotes for Table 103.15.2

⁴Existing Single Family Residences may be repaired, modified, or replaced. Individual vacant Lots within Blocks defined within the Plat subject to RL-C zoning may be built upon IF the sum of all Lots within an individual Block are over 90% developed with single family residences as of the date that DEO accepts the Ordinance.

SECTION 4. Amend Chapter 108, Article 3, Section 108.12 A. to read as follows:

Section 108.12. - Nonconforming Density and Intensity.

- A. Protection of Residential Density: All lawfully established residential dwelling units in existence in 1996 **or thereafter** shall be entitled to a density of one (1) dwelling unit **and may be maintained or modified and shall be allowed to be rebuilt**, subject to **the all other** provisions of the ~~Future Land Use Element of the Plan~~ **Land Development Regulations**.
- a. **This subsection does not apply to duplex or multi-family unit structures. Such structures, if rebuilt, shall be subject to all provisions of the LDRs, including density provisions. Lawfully established units in excess of allowed densities provided in Table 103.15.2 shall be eligible for transfer of building rights pursuant to Chapter 107, Article 2.**

SECTION 5. Amend Chapter 108, Article 4, Section 108.13 A. to read as follows:

ARTICLE 4. - NONCONFORMING LOTS

Section 108.13. - Nonconforming Lots.

- A. Dwellings on Nonconforming Lots: A building permit may be issued for a single-family dwelling or a **Florida Building Code compliant** mobile home on any legally created lot **within a recorded plat for a lot zoned Residential High (RH), Residential Medium (RM), or Residential Mobile Home (R-MH)** that is rendered nonconforming **for allowed maximum densities** by the adoption of these LDRs, provided that such use is permitted otherwise under the Plan and the LDRs and complies with each and every other requirement of the Plan and LDRs.

SECTION 6. The Provisions of the Code of Ordinances, City of Marathon, Florida and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 7. The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 8. It is the intention of the City Council and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Marathon Code, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

SECTION 9. The provisions of this Ordinance constitute a “land development regulation” as state law defines that term. Accordingly, the City Clerk is authorized and directed to forward a copy of this Ordinance to the State Department of Economic Opportunity for approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 10. This Ordinance shall be effective immediately upon approval by the State Department of Economic Opportunity pursuant to Chapter 380, Florida Statutes.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk
(City Seal)

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

David Migut, City Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and Council Members
From: George Garrett, Planning Director/Deputy City Manager
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-72** Nominating Property For Purchase By The Monroe County Comprehensive Plan Land Authority For The Purposes Of Workforce Housing; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

On a number of occasions the City has nominated land to the Land Authority for purchase and transfer of ownership to the City. In this instance, the City is nominating one property for workforce housing for Habitat for Humanity.

The project known as IMBY is currently under contract with Marathon Habitat for Humanity. Purchase of the property by the Land Authority is part of the proposed contract. The City would acquire the property through the Land Authority, and through partnership with Habitat for Humanity, the City would lease the property to Habitat for Humanity for an acceptable price per year. See Figure 1 (RE No. 00347290-000000).

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u> X </u>	<u> </u>
2. Other – 2010 Sewer Mandate	<u> </u>	<u> </u>

FISCAL NOTE:

N/A

APPROVED BY FINANCE DIRECTOR:

N/A

RECOMMENDATION:

Approval of Resolution

Figure 1
Aerial Photograph of Subject Property
RE No. 0347290-000000



**CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2019-72**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, NOMINATING PROPERTY FOR PURCHASE BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY FOR THE PURPOSES OF SUPPORTING WORKFORCE HOUSING (RE NO. 00347290-000000); AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon desires the Monroe County Comprehensive Plan Land Authority to purchase a property (RE No. 00347290-000000) for workforce housing as identified in “Exhibit A”; and

WHEREAS, purchase of the subject property for workforce housing property is consistent with the policies of the City’s Comprehensive Plan and Land Development Regulations; and

WHEREAS, the property owners have agreed to discuss sales of the subject properties to the Monroe County Comprehensive Plan Land Authority (hereinafter "Land Authority"); and

WHEREAS, the Land Authority wishes to assist the City in acquiring the subject property as workforce housing land.

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

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

Section 2. The City Council hereby nominates the subject property for purchase by the Land Authority as identified in “Exhibit A” for workforces housing. Upon the Land Authority’s purchase of the subject property, the City Council hereby requests that the Land Authority transfer title to the City of Marathon.

Section 3. The City Mayor is hereby authorized to execute an affordable housing deed restriction in favor of the Land Authority as may be required.

Section 4. The City shall further waive stormwater and wastewater fees and assessments.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk
(City Seal)

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

David Migut, City Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and City Council Members
From: John A. Johnson, Fire Chief
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-73**, Approving A Fire Rescue – EMS Medical Director Agreement With Professional Emergency Services, Inc., In An Amount Not To Exceed \$40,000; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds: And Providing For An Effective Date And Providing An Effective Date.

BACKGROUND & JUSTIFICATION:

The City of Marathon is responsible for providing emergency medical service within the City boundaries. The City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City’s “Medical Director”, also referred to as the “Fire Department Physician”.

Professional Emergency Services, Inc. is in the business of providing medical director services and meets the requirements of Florida Statutes. The City currently contracts with the Consultant for these services, and the present contract expires on September 30, 2019. The contracted amount for services is \$40,000. Staff recommends approval.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Funding for this agreement is included in the proposed FY20 Fire & EMS Budget.

RECOMMENDATION:

Council approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-73**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FIRE RESCUE – EMS MEDICAL DIRECTOR AGREEMENT WITH PROFESSIONAL EMERGENCY SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$40,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the “City”) is responsible for providing emergency medical service within the City boundaries; and

WHEREAS, the City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City’s “Medical Director,” also referred to as the “Fire Department Physician;” and

WHEREAS, Professional Emergency Services, Inc. (the “Consultant”), is in business of providing medical director services and meets the requirements of Florida Statutes; and

WHEREAS, the City and Consultant desire enter into the attached Agreement in an amount not to exceed \$40,000.00 to be paid in monthly installments.

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. An Agreement between the City and Consultant, pursuant to the agreement which is attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:**

David Migut, City Attorney

AGREEMENT BETWEEN

THE CITY OF MARATHON, FLORIDA

AND

PROFESSIONAL EMERGENCY SERVICES, INC.

For A

MEDICAL DIRECTOR

This is an Agreement between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida (together with its successors and assigns, hereinafter referred to as the “CITY”)

AND

Professional Emergency Services, Inc., (hereinafter referred to as the CONSULTANT) whose principle place of business is 10 High Point Road, Tavernier, FL 33070 and who is represented by Dr. Sandra Schwemmer.

WHEREAS, the CITY, as a provider of Emergency Medical Services to its citizens, is required by Chapter 401, Florida Statutes, to contract with a licensed physician to serve as the CITY’S “MEDICAL DIRECTOR”, also referred to as the “FIRE DEPARTMENT PHYSICIAN”; and

WHEREAS, the CONSULTANT meets the qualifications necessary to provide Medical Director services to the CITY and the CITY desires to utilize the services of the CONSULTANT.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments set forth below, the CITY and CONSULTANT agree as follows:

ARTICLE 1

SCOPE OF SERVICES

1.1 Under the direction of the Fire Chief and as defined in Florida Administrative Code Chapter 64J-1.004, Medical Direction, the CONSULTANT shall perform the services of Medical Director for the CITY’S Fire Rescue Emergency Medical Services Program as more particularly set forth herein:

1.1.1 Under the direction of the Fire Chief, advise, consult, train, and counsel the CITY’s Fire/Rescue system, overseeing appropriate quality assurance, but not including administration and managerial functions.

1.1.2 Develop medically correct standing orders or protocols that permit specified ALS and BLS procedures when communication cannot be established with a supervising physician or when and delay in patient care would potentially threaten the life or health of the patient.

1.1.3 Issue standing orders and protocols to the CITY to ensure that the CITY transports each of its patients to a facility that offers a type and level of care appropriate to the patient's medical condition if available within the service region.

1.1.4 Advise and implement a comprehensive plan for prompt medical review of all possible infectious exposures reported by Marathon Fire Rescue and firefighter personnel, and for post-exposure medical follow-up when indicated, in compliance with State and Federal requirements. Assist in the in-servicing of the individual firefighter personnel regarding the exposure policy.

1.1.5 An Infection Control Officer agreed upon by both parties, supplied by the Consultant on an as needed basis will be paid at a rate of 40.00 dollars an hour. This person shall be available for consultations with field personnel to determine the significance of any body fluid exposure and to suggest appropriate action for such an exposure, training and for follow up medical care.

1.1.6 Provide continuous 24-hour-per-day, 7-day-per-week medical direction, which shall include, in addition to the development of protocols and standing orders, medical review for all new hires and review of annual physicals, direction to CITY personnel as to availability of medical direction "off-line" services to resolve problems, system conflicts, and provide services in an emergency as that term is defined by Section 252.34(4), Florida Statutes.

1.1.7 Develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and EMTs. Clerical and administrative support will be provided by the CITY Fire Department.

1.1.8 Audit the performance of system personnel by use of a quality assurance program, to include but not limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols and procedures.

1.1.9 Participate as appropriate in any other quality assurance programs developed by the Fire Department.

1.1.10 Possess a DEA registration, to provide controlled substance to the CITY. DEA registration shall include the address at which controlled substances are stored. Proof of such registration shall be maintained on file with the CITY and shall be readily available for inspection. The CITY will forward all renewal documents as received to

CONSULTANT to assure continuous registration and will reimburse CONSULTANT for cost of such registration.

1.1.11 Ensure and certify that security procedures for medications, fluids and controlled substances are in compliance with Chapters 499 and 893, Florida Statutes, and Chapter 64J, Florida Administrative Code as needed in the future.

1.1.12 Assist and coordinate with the Fire Chief written operating procedures creating, authorizing and ensuring adherence to rules and regulations regarding all aspects of the handling of medications, fluids and controlled substances by the CITY as it is needed.

1.1.13 Notify the Department of Health in writing, when applicable, of each substitution by the CITY of equipment or medication.

1.1.14 Review and approve documented hours for all EMT/Paramedic refresher course certifications.

1.1.15 Participate as crewmember on an EMS vehicle for a minimum of ten (10) hours per year to cover all shifts.

1.1.16 Complete a minimum of ten (10) hours per year on continuing medical education related to pre-hospital care or teaching or a combination of both.

1.1.17 Assume responsibility for the use by an EMT of an automatic or semi-automatic defibrillator; the performance of esophageal intubations by an EMT; the administration of subcutaneous epinephrine by an EMT; and on routine Interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT. The CONSULTANT shall ensure that the EMT is trained to perform these procedures; shall establish written protocols for the performance of these procedures; and shall provide written evidence to the Department documenting compliance with provisions of this paragraph.

ARTICLE 2

COMPENSATION AND METHOD OF PAYMENT

2.1 The City agrees to pay the CONSULTANT as full compensation for the services described in Article 1 an annual fee of \$34,000.00 to be paid to the CONSULTANT in twelve consecutive equal monthly installments of \$2,833.33. This fee includes all costs and expenses of CONSULTANT. Off-line Services and any other Services requested beyond the scope of this contract will be invoiced separately at a rate of \$250.00 per hour, which will be at a subject to approval of the City Manager. Infection control services shall be paid according to section 1.1.5. and billed to the CITY separately.

2.2 Additionally, the City agrees to pay the CONSULTANT, as full compensation for providing medical oversight for interfacility transfers, an annual fee of \$6,000.00, to be paid to the CONSULTANT in twelve consecutive equal monthly installments of \$500.00.

2.3 The CITY agrees to pay the CONSULTANT on the first day of the month for each month in which CONSULTANT'S service are rendered.

ARTICLE 3

DEFINITIONS

3.1 "Department" means the Department of Health, Bureau of EMS.

3.2 "Emergency medical technician" or "EMT" means a person who is certified by the department to perform basic life support.

3.3 "Medical direction" means direct supervision by a physician through a two-way voice communication or, when such voice communication is unavailable, through established standing orders, pursuant to rules of the department.

3.4 "Medical Director" means a physician who is employed or contracted by a licensee and who provides medical supervision, including appropriate quality assurance but not including administrative and managerial function, for daily operations and training.

3.5 "Paramedic" means a person who is certified by the Department to perform basic and advanced life support.

3.6 "Physician" means a practitioner who is licensed under the provisions of Chapter 458 and Chapter 459, Florida Statutes.

3.7 "Fire Department Physician" means a licensed doctor of medicine or osteopathy who has been designated by the fire department to provide professional expertise in the areas of occupational safety and health as they relate to emergency service.

3.8 "Fire Chief" means the highest-ranking officer in charge of fire rescue service.

ARTICLE 4

CONSULTANT RESPONSIBILITIES

4.1 In accordance with Section 401.265, Florida Statutes, and Rule 64J-1.004, Florida Administrative Code, the Medical Director shall possess and maintain through the term of this

Agreement a Florida license to practice medicine and shall maintain board certification in emergency medicine.

4.2 Dr. Sandra Schwemmer, D.O., FACOEP, FACEP is designated as the Medical Director / Fire Department Physician. The Medical Director shall designate an Associate Medical Director who shall be available if the Medical Director is on vacation, sick or otherwise unavailable. The Associate Medical Director is subject to approval by the City Manager or his designee.

4.3 CONSULTANT shall maintain participation in a regional or statewide physician group involved in pre-hospital care. Requested conference attendance will be reimbursed by the CITY, subject to approval of the City Manager.

4.4 The CONSULTANT shall perform such other duties and responsibilities as now are imposed or may be imposed during the term of this Agreement by Florida law, including but not limited to the applicable provisions of Chapters 252 and 401, Florida Statutes, and Rule 64J-1, Florida Administrative Code, as may be amended from time to time.

ARTICLE 5

CITY'S RESPONSIBILITY

5.1 The CITY shall assist the CONSULTANT by placing at its disposal all available information pertinent to the services to be performed by the CONSULTANT, including access to all EMT/P and EMT employment and medical records.

5.2 The CITY shall provide for the CONSULTANT'S use, during the term of this Agreement, a portable radio with MedCom channels, a digital pager and a Medical Director's identification badge, and appropriate secretarial support services, and any additional services that may be needed as approved by the Fire Chief.

ARTICLE 6

TERM

6.1 This Agreement shall commence on October 1, 2019, and shall continue through September 30, 2020, unless terminated earlier under Article 7. The CITY shall have the option to renew this Agreement for three additional one-year terms subject to the same terms and conditions, by providing the CONSULTANT with written notice to renew no less than thirty (30) days prior to the expiration date. If this Agreement is renewed under this Article 6, the CONSULTANT may be considered to a fee increase of five percent (5%) annually for each subsequent year.

ARTICLE 7

TERMINATION

7.1 If through any cause the CONSULTANT fails to fulfill its obligation under this Agreement, the CITY shall have the right to terminate this Agreement upon providing written thirty (30) days notice to the CONSULTANT.

7.2 This Agreement may be terminated by the CITY without cause upon ninety (90) days written notice to the CONSULTANT. If the CITY terminates without cause, the CONSULTANT shall be compensated for all service performed and approved by the CITY prior to the termination date, provided that all property belonging to the CITY is returned prior to release of final compensation to the CONSULTANT.

7.3 The CONSULTANT acknowledges that the CITY is a bona fide governmental entity of the State of Florida with the CITY'S fiscal year ending on September 30th of each calendar year. If the CITY does not appropriate sufficient funds to purchase the services required under this Agreement for any of the CITY'S fiscal years subsequent to the one in which the Agreement is executed and entered into, then this Agreement shall be terminated effective upon expiration of the fiscal year for which sufficient funds for the service provided for under this Agreement were last appropriated by the CITY. The CITY shall not, in this event, be obligated to pay for services beyond said fiscal year.

ARTICLE 8

MISCELLANEOUS

8.1 Ownership of Documents/Deliverables. Any files, documents, studies, run reports, training curriculum and other data prepared by the CONSULTANT, excluding standing medical orders and medical treatments protocols, in connection with this Agreement are and shall remain the property of the CITY, and shall be delivered to the CITY no later than thirty (30) days after termination of this Agreement.

8.2 No Contingent Fee. The CONSULTANT warrants the he/she has not employed or retained any company or person other than a bona fide employee or agent contractor working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.3 Policy on Non-Discrimination. The CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, marital status or national origin, physical or mental disability.

8.4 Independent Contractor. The CONSULTANT is an independent contractor under this Agreement. Services provided by the CONSULTANT shall be by employees/contractors of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to service rendered under this Agreement shall be those of the CONSULTANT.

8.5 Assignment; Amendments

8.5.1 The parties recognize that the service contemplated by the CONSULTANT are of a unique and personal nature and as such this Agreement shall not be assigned, transferred or otherwise encumbered by the CONSULTANT, without the prior written consent of the CITY.

8.5.2 It is further agreed that no renewal, modification, amendment or alteration in the terms or conditions of the Agreement, shall be effective unless contained in a written document executed with the same formality as the Agreement.

ARTICLE 9

INSURANCE

9.1.1 The CITY shall maintain in force and effect for the term of this Agreement the insurance described below.

9.1.2 Professional and General Liability. The CITY shall provide professional and general liability insurance with minimum limits of \$1,000,000.00 per occurrence for the CONSULTANT during the term of this Agreement. The CITY shall be responsible for maintaining this professional liability insurance for a minimum of three years from the date of termination of this Contract. The Professional and General Liability Insurance certificate will specify coverage for "EMS oversight."

9.1.3 The CITY will provide certificate or proof of such insurance to the CONSULTANT on an annual basis. CONSULTANT will be provided thirty (30) days notice of cancellation and/or any restrictions placed on coverages of the professional and general liability insurance provided/procured by the CITY during the term of this Agreement. The CITY will be responsible for the payment of any deductible and/or self-insured retention in the event of a claim.

9.1.4 To the fullest extent permitted by law, the CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, agents, employees, and volunteers from and

against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, disease or death or damage or destruction of tangible personal property or loss of use resulting from, arising of any errors, omissions, misconduct or negligent acts of the CONSULTANT, its officials, agents, employees, volunteers or subcontractors in the performance of the services of the CONSULTANT under this Agreement.

9.1.5 Representative of the CITY. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the Fire Chief, or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

9.1.6 All Prior Agreements Superseded. This document incorporates all negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicted upon any prior representations or agreements, whether oral or written.

9.1.7 Notices. Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For the CITY:

Office of the Fire Chief
Marathon Fire Rescue
8900 Overseas Highway
Marathon, FL 33050
Telephone: (305) 743-5266

With a copy to:

David Migut
City of Marathon Attorney
9805 Overseas Highway
Marathon, FL 33050

For the CONSULTANT:

Professional Emergency Services, Inc.
C/O Dr. Sandra Schwemmer
PO Box 379
Tavernier, FL 33070

9.2 Consent to Jurisdiction. The parties irrevocably submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to the Agreement, and unanimously agree that all claims in respect of such action or proceeding may be heard and determined in such court. Each party further agrees that venue of any action to enforce this Agreement shall be in Monroe County, Florida.

9.3 Governing Law/Attorney's Fees. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida. If either the CITY or the CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses including but not limited to court costs, and reasonable attorney's fees.

9.4 Headings. Headings are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.5 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

9.6 Severability. If any provisions of this Agreement or its application to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been invalid or unenforceable shall not be affected, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

ARTICLE 10

OWNERSHIP AND ACCESS TO PUBLIC RECORDS

10.1 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.

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the CONSULTANT or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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.

10.3 “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.

10.4 Should the CONSULTANT 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 CONSULTANT.

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

10.6 The CONSULTANT’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 CONSULTANT shall be grounds for immediate unilateral cancellation of this Agreement by the City.

10.7 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, CITYCLERK@CI.MARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

PROFESSIONAL EMERGENCY SERVICES,
INC.

BY: _____
Name: Dr. Sandra Schwemmer
Title: President

THE CITY OF MARATHON, FLORIDA

Chuck Lindsey, City Manager

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:

BY: _____
David Migut, City Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and City Council Members
From: John A. Johnson, Fire Chief
Through: Charles Lindsey, City Manager

Agenda Item: **Resolution 2019-74**, Approving A Professional Services Agreement Between The City Of Marathon And Professional Practice Support, Inc., Third Party Healthcare Billing Agreement; Authorizing the City Manager To Execute The Extension And Expend Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City of Marathon is responsible for providing emergency medical service within the City boundaries. The City has previously contracted with Professional Practices Support, Inc., to provide computerized EMS and healthcare insurance billing service for the City’s Fire rescue Department and PPS has been successful recovering funds. The City currently contracts with the Consultant for these services, and the present contract expires on September 30, 2019. The City has agreed upon a scope of services and compensation on a percentage basis, and staff recommends approval.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Funding for this agreement is included in the proposed FY20 Fire & EMS Budget.

RECOMMENDATION:

Council approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-74**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MARATHON AND PROFESSIONAL PRACTICE SUPPORT, INC., THIRD PARTY HEALTH CARE BILLING AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the “City”) has previously contracted with Professional Practice Support, Inc. (“PPS”), to provide computerized EMS and healthcare insurance billing service for the City’s Fire Rescue Department: and

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Emergency Medical Services (“EMS”) healthcare insurance and patient billing reimbursement services (the “Services”); and

WHEREAS, the services provided by PPS to the City have resulted in the collection of significant amount of monies from healthcare insurance companies and other third parties for EMS services provided by the City; and

WHEREAS, the City desires to engage the Consultant to perform the Services.

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. An Agreement between the City and Consultant, pursuant to the agreement which is attached hereto as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:**

David Migut, City Attorney

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
PROFESSIONAL PRACTICE SUPPORT, INC.
FOR
THIRD PARTY HEALTHCARE BILLING**

THIS AGREEMENT is made and entered into this ___ day of September, 2019, by and between Professional Practice Support, Inc., a _____ corporation, (hereinafter the “Consultant”), and the **CITY OF MARATHON, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

WHEREAS, the Consultant and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for Emergency Medical Services (“EMS”) healthcare insurance and patient billing reimbursement services (the “Services”); and

WHEREAS, the City desires to engage the Consultant to perform the Services.

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

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

- 1.1 The Consultant shall furnish professional Services to the City as set forth in the Scope of Services attached to this Agreement as Exhibit “A,” and incorporated herein by this reference.
- 1.2 The “Scope of Services” includes a schedule for the Services which include a breakdown of tasks, timeline and deliverables to the City.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective October 1, 2019, and shall remain in effect through September 30, 2020, unless earlier terminated in accordance with Paragraph 7. The City may, at its sole option, extend this Agreement for two (2) additional one (1) year terms on the same terms and conditions as set forth herein. Such extension shall be effective upon receipt of a written notice from the City to the Consultant received no later than 30 days prior to the date of termination.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in the Scope of Services, unless extended by the City Manager.

3. **Compensation and Payment.**

3.1 The Consultant shall be compensated in the following manner:

___ A lump sum amount of \$_____, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

X On a percentage basis. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Services Schedule or on a monthly basis in a form approved by the City. The bills shall show or include: (i) the task(s) performed; (ii) the percentage charged for the work; and (iii) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The City shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2 Any subconsultants used must have the prior written approval of the City Manager or his designee.

5. **City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in lawful possession of the City
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).
- 5.3 Provide Consultant with patient and insurance information via e-mail or other electronic means for billing purposes; complete and sign all necessary provider agreements required by clearinghouses and carriers for electronic transmission of payments to the City; and cooperate with Consultant to enhance the accuracy of data collected by City personnel and if necessary, provide access to City personnel for the purposes of training when the need for training is mutually agreed upon by the City and Consultant.
- 5.4 Provide assistance, and any other services and materials Consultant may reasonably request in order to perform the Services. The City shall not recruit or hire any personnel of Consultant who are or have been assigned to perform work for the City under this Agreement until one (1) year after termination of this Agreement.

6. **Consultant's Responsibilities.**

- 6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional healthcare billing and third party reimbursement firm under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work (i.e., if billing errors are discovered and can be corrected, such corrections shall be made by Consultant).
- 6.2 Consultant represents that it is the lawful owner or licensee of any software programs or other materials used by it in the performance of the Services, and has all rights necessary to convey to the City the unencumbered ownership of deliverables set forth in the Scope of Services.

7. **Termination.**

- 7.1 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party, or immediately with cause.
- 7.2 If either party fails to perform any of its obligations under the Agreement or Consultant is adjudged bankrupt, makes a general assignment for the benefit of its creditors, permits a receiver to be appointed on account of its insolvency, otherwise insolvent, or fail to make prompt payments to its subcontractors, the non-defaulting party shall provide the defaulting party with written notice thereof, stating the nature of the default complained of. If the defaulting party does not cure such default within seven (7) days after receipt of such notice [or such longer period agreed to in writing by the parties if the nature of the default is such that it cannot be cured within seven (7) days and the defaulting party has commenced and is diligently proceeding to cure the default within the original seven (7) day period], the non-defaulting party shall have the right, on forty-eight (48) hours written notice thereof to the defaulting party to terminate this Agreement.
- 7.3 Upon issuance or receipt of written notice of termination – as may be the case, Consultant shall stop the Services.
- 7.4 In the event of termination by the City, the Consultant shall be entitled to its percentage share of future collections from participating claims that were billed through the termination date. That future share shall be calculated as of the date of termination by totaling the amount of outstanding claims and applying adjusted charges to collections ratios for the most recent completed fiscal year to the Agreement percentage fee. If a full year's data has not been completed, data used to determine the average collection rate will be based on months where over 120 days has accrued, provided that the Consultant has first complied with the provisions of Paragraph 7.5.
- 7.5 The Consultant shall transfer all books, data, records, reports, working drafts, documents, maps, and data pertaining to the Services to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement. Consultant shall also furnish to the City all work in progress or portions thereof, including all incomplete work.
- 7.6 Consultant shall not at any time use the City's name in any advertising or publicity without the prior written consent of the City.

8. **Insurance.**

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. The underwriter of such insurance shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida. If requested by the City Manager, the insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers. The insurance coverage shall include a minimum of:

- 8.1 Worker's Compensation and Employer's Liability Insurance. If applicable, coverage to apply for all employees at minimum statutory limits as required by Florida Law.
- 8.2 Comprehensive Automobile and Vehicle Liability Insurance. Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- 8.3 Commercial General Liability. If applicable, commercial general liability coverage with limits of liability of not less than \$300,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 8.4 Professional Liability: The Consultant shall furnish professional liability errors and omissions insurance coverage in an amount not less than \$100,000.
- 85 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

9. **Nondiscrimination.**

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

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

- 10.1 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.
- 10.2 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.

11. **Indemnification.**

- 11.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. Consultant's obligations under this paragraph do not extend to any claim, loss, liability, causes of action, judgment or damages, arising out of, related to, or any way that may arise from inaccurate or falsified documentation which was provided to Consultant by the City.
- 11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

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

For the City: Chuck Lindsey, City Manager
 City of Marathon, Florida
 9805 Overseas Highway
 Marathon, Florida 33050

With a Copy to: David Migut, City Attorney
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

For The Consultant: Professional Practice Support, Inc.
PO Box 5847
Gainesville, GA 30504-0847

13. **Governing Law.**

13.1 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.

14. **Entire Agreement/Modification/Amendment.**

14.1 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.

14.2 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.

15. **Ownership and Access to Public Records.**

15.1 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.

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

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

15.3 "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.

15.4 Should the Consultant 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 Consultant.

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

15.6 The Consultant'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 Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.

15.7 **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 AT 305-743-0033, CITYCLERK@CLMARATHON.FL.US, OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

16. **Nonassignability.**

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

17. **Severability.**

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

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors 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. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

20. **Waiver.**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

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

22. **Prohibition Of Contingency Fees.**

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Counterparts.**

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

24. **HIPPA.**

24.1 This Document recognizes that Consultant is a “Business Associate” of the City as defined under the Privacy Provisions of the Health Insurance Portability and Accountability Act (“HIPPA”). Accordingly, Consultant shall only use and release protected personally identifiable information to:

- a. Seek payment from insurance entities, and/or individuals responsible for payment including the patient.
- b. Provide data aggregation services to the City related to the healthcare operations of the City.
- c. Release protected healthcare information on accounts being forwarded for collection agency action to the agency designated by the City.

Consultant will:

- a. Not use or further disclose protected health information other than permitted or required by this Agreement or as required by law;
- b. Use appropriate safeguards to prevent use or disclosure of protected health information not authorized by this Agreement;
- c. Report to the City any use or disclosure of protected health information not authorized to be released by this Agreement, which Consultant becomes aware;
- d. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from, or created or received by Consultant on behalf of the City agrees to the same restrictions and conditions that apply to Consultant with respect to such protected health information;
- e. Refer to the City for action on any requests for access or amendment to protected health information in accordance with § 164.524 and 164.526 of HIPPA;

- f. Make available any information required to provide an accounting of disclosures of protected health information in accord with §. 164.528 of HIPPA;
- g. Make its internal practices, books, and records, relating to the use and disclosure of protected health information received from, or created or received by Consultant on behalf of the City available to the Secretary of Health & Human Services as required by HIPPA;
- h. At termination of this Agreement, retain records containing protected health information for a period of not more than 5 years before returning or destroying these records as directed by the City. During this period, the provisions of this Agreement pertaining to the further use or disclosure of this information shall remain in full force.

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same and by Consultant by and through its _____, whose representative has been duly authorized to execute same.

Attest:

CITY OF MARATHON

Diane Clavier, City Clerk

By: _____
Chuck Lindsey, City Manager

Date: _____

CONSULTANT

By: _____

Its: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall:

1. Provide EMS Billing & AR Management services consisting of:
 - Full Service Electronic Billing and Accounts receivable management under standard contract to include:
 - Set-up with clearinghouse and required testing.
 - Electronic (& paper when required) billing of insurance carriers from data collected at the time of the EMS run and submit claim within three business days.
 - Check clearinghouse reports of transmissions within 24 hours and identify reasons for any transmission rejections. Correct and resubmit rejections within one business day where necessary information is available.
 - Sequential preparation and mailing of not less than four Patient Statements (or more if reasonable) and Secondary Insurance Claims where applicable per EMS run using the City's remitting address.
 - Posting of all payments in databases maintained for the City. These posting are made from of Explanation of Benefit (EOB) statements and checks received on behalf of the City by Consultant along with checks to be deposited and transferred to City's bank account.
 - Preparation of up to three monthly reports as selected by the City from a menu of report formats available. Specialized reports are available at additional programming cost.
 - Follow-up telephonic contact with insurance carriers on any claim remaining unpaid longer than 120 days. Follow-up will also be made on any insurance claim that falls below the expected reimbursement.
 - Follow-up soft collections to patients who have not responded to statement billings and more aggressive collections ONLY when authorized by the City.
 - Prepare and submit invoices to the City within the first ten working days each month and be based on collections posted in the previous month.
 - Maintain regular office hours and be available, toll free, to the City and its patients in responding to billing questions from 9 a.m. to 5 p.m. during Monday through Thursday (Federal Holidays excluded). Toll-free numbers will be provided on all patient statements. Consultant reserves the right to close the office for vacation periods not exceeding twenty business days per year.
 - Participate in EMT training as required to assure accuracy of information used in billing.
 - Scan run reports and related information and provide the City with those files in PDF format.
 - Process credit card payments for EMS runs for the City. Costs will be only the discount cost per transaction that is charged to Consultant.
 - Serve as agent for the City to receive payment in its name as provider of EMS services. Consultant shall deposit all such payments to the City's designated bank

account. Bank deposit slips will be reconciled with computer generated postings to patient accounts. Any necessary refunds from overpayments will be generated by the City from reports and information provided by Consultant. These payment disposition instructions may be modified or revoked at any time by the City.

The overall objective is to maximize number of claims submitted electronically, shorten payment response time, and systematically increase follow-up of unpaid insurance claims, and increase collection rates.

Fees:

Billing and AR Management Fees

Non-Medicaid Claims	6.50 % of collections
----------------------------	------------------------------

MEDICAID CLAIMS
\$10.50 PER CLAIM

Contractual Performance Requirements:

Performance requirements for Consultant are outlined below; Consultant shall:

1. Consistently strive to provide the best customer service to the City and its patients.
2. Bill all transport runs within three (3) workdays of receiving complete & accurate billing/insurance data.
3. Re-bill rejected claims within three (3) workdays of receiving notice of such rejection and obtaining the necessary information to correct the reason for the rejection.
4. Provide reports on request within the capabilities of the database and the customer's set-up instructions on data capture.
5. Respond to all customer questions and request in a timely manner, dependent on the nature and extent of the information requested. In every case the time-frame for any particular request will be agreed upon within two (2) workdays of the request.
6. Follow-up on all unpaid claims submitted electronically or on paper between the 45th day and the 120th day following submission.
7. Strive to raise collection rates of the City.

Failure to meet or exceed any performance requirement may be basis for a notice of default from the City under the Agreement.

Collection Rate Goals

Year Three and beyond ----- 78% of adjusted Charges

**CITY OF MARATHON, FLORIDA
RESOLUTION NO. 2019-75**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF AMENDMENT TO FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING SUCH DETERMINATIONS AS ARE REQUIRED TO AFFORD THE NOTE “BANK QUALIFIED” STATUS; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the “Issuer”) is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer previously issued its not to exceed \$9,750,000 Grant Proceeds Note, Series 2017 (the “Note”) secured by a Financing Agreement among the Issuer and First State Bank of the Florida Keys (the “Financing Agreement”) to finance for the Issuer the costs and expenses associated with the clean-up and reconstructive efforts related to the aftermath of hurricane Irma, including but not limited to debris removal (the “Project”); and

WHEREAS, the Issuer has received a proposal from First State Bank of the Florida Keys (the “Bank”) to extend the maturity of the Note and change the interest rate; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or City Manager to accept the revised offer from the Bank upon the terms and conditions set forth in the Amendment to Financing Agreement (the “Amendment”) and in the commitment dated July 1, 2019 submitted by the Bank, a copy of which is attached hereto as Exhibit B (the “Proposal”).

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

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Resolution is adopted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. APPROVAL OF AMENDMENTS TO FINANCING AGREEMENT.

The Mayor or City Manager, as attested by the City Clerk and approved as to form and correctness by the City Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Amendments to Financing Agreement, to be entered into by and between the Issuer and the Bank in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor or City Manager, the execution thereof being conclusive evidence of such approval.

SECTION 4. BANK QUALIFICATION. The Issuer hereby designates the Note as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of “tax-exempt” debt that issues “on behalf of” the Issuer do not reasonably expect during the calendar year 2019 to issue more than \$10,000,000 of “tax-exempt” obligations including such Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and exclusive of bonds issued to currently refund any existing tax-exempt obligations.

SECTION 5. OTHER INSTRUMENTS. The Mayor, Vice Mayor, the City Clerk, the City Manager, the City Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Resolution and the Amendments or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note, this Resolution and the Amendments and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Bank to amend the documents. All action taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note is hereby approved, confirmed and ratified.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:**

David Migut, City Attorney

EXHIBIT A

FORM OF AMENDMENTS TO FINANCING AGREEMENT

EXHIBIT B
PROPOSAL

AMENDMENT TO FINANCING AGREEMENT

By and Between

CITY OF MARATHON, FLORIDA

and

FIRST STATE BANK OF THE FLORIDA KEYS

Dated August _____, 2019

AMENDMENT TO FINANCING AGREEMENT

THIS AMENDMENT TO FINANCING AGREEMENT (the "Amendment"), made and entered as of the ____ day of August, 2019 by and between THE CITY OF MARATHON, FLORIDA (the "Issuer"), a municipal corporation in the State of Florida and its successors and assigns, and FIRST STATE BANK OF THE FLORIDA KEYS, a Florida banking corporation authorized to do business in Florida, and its successors and assigns (the "Bank").

WITNESETH:

WHEREAS, the Issuer previously issued its not to exceed \$9,750,000 Grant Proceeds Note, Series 2017 (the "Note") secured by a Financing Agreement between the Issuer and First State Bank of the Florida Keys (the "Financing Agreement") to finance for the Issuer the costs and expenses associated with the clean-up and reconstructive efforts related to the aftermath of hurricane Irma, including but not limited to debris removal (the "Project"); and

WHEREAS, the Issuer has received a proposal from First State Bank of the Florida Keys (the "Bank") to extend the maturity of the Note and change the interest rate; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or City Manager to accept the revised offer from the Bank upon the terms and conditions set forth in the Amendment and in the commitment dated July 1, 2019 submitted by the Bank.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Amendments. The following sections of the Financing Agreement are hereby amended as follows:

Section 1.01. Definitions.

“Maturity Date” shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, the date which is eighteen months from the date hereof (____, ____), unless the Stated Expiration Date is extended pursuant to Section 3.08 hereof, in which case the “Maturity Date” shall become the newly established Stated Expiration Date.

"Note Rate" shall mean a tax-exempt fixed per annum interest rate equal to 2.800%.

"Note Resolution" shall mean collectively, Resolution No. 2017-110 related to the Note which was adopted by the City Council of the City on December 19, 2017, which, among other things, authorized and confirmed the borrowing of the line of credit and execution and delivery of this Agreement and the issuance of the Note and Resolution No. _____ adopted on August 13, 2019.

“Stated Expiration Date” means _____, 2021, unless extended pursuant to Section 3.08 hereof.

Section 2. Covenants of Issuer, Etc.; Successors. All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Amendment.

Section 4. Continuance of Financing Agreement. The Financing Agreement shall continue in full force and effect, except with respect to the amendments above.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first set forth herein.

THE CITY OF MARATHON, FLORIDA

By: _____

Name: John Bartus

Title: Mayor

(SEAL)

ATTEST:

By: _____

Name: Diane Clavier

Title: City Clerk

[Signature Page to Amendment to Financing Agreement]

FIRST STATE BANK OF THE
FLORIDA KEYS

By: _____

Name: Jeffrey Smith

Title: Senior Vice President

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor & Members of the City Council
From: Daniel Saus, Utilities Director
Through: Charles Lindsey, City Manager

Agenda Item: **Resolution 2019-76**, Approving an Amendment To The Contract With Biosolids Distribution Services, LLC., For Liquid Sludge Removal Services Previously Approved By Resolution 2019-06 Dated January 8, 2018; Increasing The Contract Amount From \$75,000 to \$175,000; and Authorizing The City Manager To Execute The Amendment And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

Pursuant to Resolution 2019-06, the City and Biosolids Distribution Services, LLC., entered into a Contract for Liquid Sludge Removal Services (“Contract”). These services are required for continued wastewater facility and collection system operations and maintenance. Additional funding is required for sludge hauling from all wastewater facilities. The high flows to plant 3 were originally not anticipated and the budget number was only intended for one year but the contract has a two year term. The Utility department requires an increase of \$100,000 in excess of the Contract amount of \$75,000 for a total amended contract amount of \$175,000.

The proposed Contract Amendment will allow for the purchase of additional sludge removal services through the 2019 & 2020 budget cycles. The amount is projected to handle such services through the term of the Contract.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other – 2010 Sewer Mandate	_____	_____
3. Not applicable	_____	_____

FISCAL NOTE:

The FY19 adopted budget includes appropriations of \$374,000 for dewatering services, and the proposed FY20 budget includes a request for appropriation of \$350,000 for dewatering services.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-76**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE CONTRACT WITH BIOSOLIDS DISTRIBUTION SERVICES, LLC FOR LIQUID SLUDGE REMOVAL SERVICES; INCREASING THE CONTRACT FROM \$75,000 TO \$175,000; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2019-06 the City and Biosolids Distribution Services, LLC (the “Contractor”), entered into a Contract for Sludge Removal Services; and

WHEREAS, the City and the Contractor desire to enter into the first amendment to the contract as set forth herein to increase the total contract amount from \$75,000 to \$175,000, and

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

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

Section 2. The pricing is unchanged from the original bid. Attached as Exhibit “A”

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 13TH DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:**

David Migut, City Attorney

EXIHIBT "A"

Sludge Hauling, Bid results December 6, 2018, 11:00 AM

 = unresponsive

	Item #1 Price	Item #2 Price	bid form	addendums	qual statement	Anti Kickback	Non-Collusion	Public Entinty Crimes	licenses	Certified Corp. Resolution	Drug-Free Workplace
Mike Haack Excavating, Inc.	\$ 0.27	\$ 0.65	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Greentech Group Solutions, LLC	\$ 0.20	\$ 0.35	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Biosolids Distribution Services, LLC	\$ 0.17	\$ 0.17	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3rd Generation Plumbing, Inc.	\$ 0.26	\$ 0.34	Yes	N/A	Yes	Yes	Yes	Yes	Yes	Yes	Yes

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and City Council
From: Carlos A. Solis, P.E., Director of Public Works
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-77**, Restricting Parking On Certain Rights-Of-Way On Stirrup Key Road Pursuant To City Code Section 32-31(A); And Providing An Effective Date.

BACKGROUND & JUSTIFICATION:

Stirrup Key Road, on the north side of Aviation Blvd, and extending north to the Stirrup Key development is an approximately 1500 foot City owned road. The western portion of the road, and the southern half eastern R/W is bounded by environmental property with no homes or development in these areas. City staff, as well as local residence in the area, have documented the use of the R/W in these areas being used to park both private and commercial vehicles and equipment. This use is not only an eyesore, but the limited area between the pavement and the heavy vegetation results in these vehicles placed near or in some cases encroaching into the pavement area. This situation poses a hazard to the driving public, especially at night with no street lights in the vicinity, as the typical six foot clear recovery area is eliminated. To mitigate this issue, staff recommends that these areas be posted with “No Parking” signs. In accordance with the City’s Code of Ordinance 32-31, The City Council may by resolution restrict parking in the R/W when deemed appropriate. Staff feels that this situation warrants the restriction in the interest of public safety.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Funding of \$_____ is available from _____.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-77**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RESTRICTING PARKING ON CERTAIN RIGHTS-OF-WAY ON STIRRUP KEY ROAD PURSUANT TO CITY CODE SECTION 32-31(A); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Stirrup Key Road, on the north side of Aviation Blvd, and extending north to the Stirrup Key development is an approximately 1500 foot City owned road bound by environmentally sensitive property which will not be developed; and

WHEREAS, there has been documented use of both private and commercial vehicles parking in this right of way in the past; and

WHEREAS, the limited area between the pavement and the heavy vegetation results in these vehicles placed near or in some cases encroaching into the pavement area. This situation poses a hazard to the driving public, especially at night with no street lights in the vicinity, as the typical six foot clear recovery area is eliminated; and

WHEREAS, restricting parking on the streets of the surrounding residential neighborhood is deemed to be in the best interest of the public; and

WHEREAS, pursuant to Section 32-31(a) of the City Code, the City Council may by resolution restrict or prohibit parking, standing or stopping of vehicles along roads in the City;

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

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

Section 2. No person may park a vehicle or equipment within the right-of-way of the sections depicted in Exhibit A attached. The penalties and procedures for violations shall be as set forth in Section 32-31(e) of the City Code.

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

**ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON,
FLORIDA, THIS 13TH DAY OF AUGUST, 2019.**

THE CITY OF MARATHON, FLORIDA

John Bartus, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

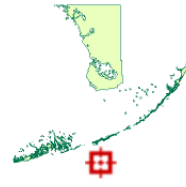
Diane Clavier, City Clerk

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

David Migut, City Attorney



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Date created: 7/29/2019
Last Data Uploaded: 7/29/2019 5:35:44 AM

Developed by  Schneider
GEOSPATIAL

COUNCIL AGENDA STATEMENT

Meeting Date: August 13, 2019
To: Honorable Mayor and Council Members
From: Dan Saus, Utility Director
Through: Charles Lindsey, City Manager



Agenda Item: **Resolution 2019-78** Authorizing A “Sole-Source” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of various Airvac (now the Aqseptance Group) vacuum collection system replacement components and equipment for use in replacing and upgrading the vacuum pits in Ocean Isles, In An Amount Not To Exceed \$92,161.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City took over ownership and maintenance of the collection system in Ocean Isles Fishing Village in 2017. The existing system was installed by the FKAA back in 1999-2000 and used the old style fiberglass vacuum pits. When Irma wiped out Ocean Isles, the ensuing demolition took a huge toll on the existing collection system. Ocean Isles contractor damaged at least 10 of the existing 23 vacuum pits. Ocean Isles has agreed to reimburse the City for the cost of these pits as well as the installation. They have also agreed to cover installation costs for new HDPE vacuum pits on the rest of the property if we supply the pits. Since installation is more expensive than the equipment costs, and the old fiberglass pits are failing, it turns out to be a good way to upgrade the entire system while the new buildings are being constructed.

Hurricane Irma damages destroyed Ocean Isles Fishing Village.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The adopted FY19 Wastewater Utility budget includes appropriations of \$4,373,500 for wastewater capital improvements, although this specific project was not contemplated during the budget process. A portion (10 of the 23 pits, or \$40,070) of this expense will be reimbursed to the City.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-78**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “SOLE SOURCE” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF VARIOUS AIRVAC VACUUM SYSTEM COMPONENTS (NOW THE AQSEPTANCE GROUP), IN AN AMOUNT NOT TO EXCEED \$92,161.00; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

WHEREAS, the City desires to take advantage of the Sole Source purchasing procedure, to purchase various Airvac (now the Aqseptance Group) vacuum system components in an amount not to exceed \$92,161.00, for an entire collection system upgrade which will be partially funded by Ocean Isles Fishing Village.

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

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

Section 2. The City Council hereby authorizes the City Manager to enter into an agreement and expend budgeted funds on behalf of the City for the purchase of various Airvac vacuum system components in an amount not to exceed \$92,161.00 as described in Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

David Migut, City Attorney

Sold-to address

City of Marathon, Florida
 9805 Overseas Highway
 Marathon FL 33050

Ship-to address

City of Marathon
 10335 Overseas Hwy.
 Marathon FL 33050

Repeat printout

Quotation

Number/Date 20070478 / 07/25/2019
Reference no./Date
Sold-To 10000670
Validity period 07/25/2019 to 08/25/2019
Sales person name Southeast 1
Entered by Becky Murphy

We deliver according to the following conditions:

Currency USD

Terms of payment: Within 30 days without deduction

Terms of delivery: CIP Marathon, FL

US05MAR06P03
 *Freight to be added

NOT A BILL

Item	Material Description	Qty	UoM	Price	Value
000010	VP4830WTA 1 PC PIT PACK, 6.5'	23.000	EA	1,773.00 USD	40,779.00
000020	VP4830WTB VALVE/BREATHER - 1PC 6.5' PIT	23.000	EA	1,563.00 USD	35,949.00
000030	VPFLEXHOSE 3"VALVE PIT FLEX HOSE	23.000	EA	104.00 USD	2,392.00
000040	PVC3CAP 3" SCH 40 PVC-DWV PLASTIC CAP	23.000	EA	9.00 USD	207.00
000050	CICLID-SEAL-US CAST IRON LID W/SEAL, USF	23.000	EA	155.00 USD	3,565.00
000060	CICFRAME-US CAST IRON COVER (FRAME ONLY) USF	23.000	EA	128.00 USD	2,944.00
000070	AT1000-1 6" AIR TERM, SANDSTONE, W/DOOR	23.000	EA	235.00 USD	5,405.00
000080	GROM6B GROMMET, 6" WITH .55 GAP	23.000	EA	20.00 USD	460.00
000090	GROM4B GROMMET, 4" WITH .55 GAP	46.000	EA	10.00 USD	460.00

Items total			92,161.00
Tax Jur Code Level 1	0.000	92,161.00	0.00
Final amount			92,161.00

NOT A BILL

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-79**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, URGING THAT ANY REAUTHORIZATION OF THE NATIONAL FLOOD INSURANCE PROGRAM MUST INCLUDE MEANINGFUL AFFORDABILITY PROTECTIONS FOR ALL POLICY HOLDERS, SPECIFICALLY A LOWER CAP ON ANNUAL INCREASES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, flooding is the number one natural disaster in the United States; and

WHEREAS, the National Flood Insurance Program (“NFIP”) is a program created by Congress to mitigate future flood losses across the United States, by providing access to affordable flood insurance protection for property owners and to provide an insurance alternative to disaster assistance to meet the increasing costs of repairing damage to buildings and their contents caused by floods; and

WHEREAS, the NFIP must be reauthorized by Congress every five years. The current authorization expired on September 30, 2017. Since then, Congress has authorized numerous short-term extensions of the program, with the most current extension set to expire on September 30, 2019; and

WHEREAS, the NFIP maintains a significant role in providing financial protection against flood events to Florida’s and Monroe’s residential and commercial property owners; and

WHEREAS, the State of Florida has the highest number of NFIP policies, with over 1.7M policies and 35% of the national portfolio; with the highest insured value at \$442B; and the highest annual premiums paid at \$976M; and

WHEREAS, the City Council of the City of Marathon has long supported the protection of affordability as its number one reauthorization priority, recognizing it as (1) a critical pocketbook issue for our residents and business owners, (2) an important component of affordable housing, and (3) a significant factor in our community’s property values and tax base; and

WHEREAS, on June 12, 2019, the House Financial Services Committee unanimously passed legislation to reauthorize and reform the NFIP, known as H.R. 3167; and

WHEREAS, H.R. 3167 does not sufficiently protect affordability for all Marathon and Monroe County NFIP policyholders; and

WHEREAS, H.R. 3167 proposes only a narrow, means-tested approach to affordability by establishing a 5-year pilot program for primary home-owning policy holders who are at 80% AMI. For these policyholders, the maximum chargeable premium rate will not exceed 2% AMI; and

WHEREAS, for all other policy holders, H.R. 3167 maintains the current, steep, annual premium increases of 18% for primary homes and 25% for commercial properties and second homes established in 2014; and

WHEREAS, robust affordability protections are further warranted by FEMA’s new Risk Rating 2.0 pricing policy, to go into effect in October 2020; and

WHEREAS, Risk Rating 2.0 will dramatically change the way FEMA prices NFIP policies by accounting for (1) a structure’s distance to the water, (2) exposure to different types of flood risk (storm surge, intense rainfall, etc.) and (3) the cost to rebuild – all factors that will inevitably subject high cost, coastal communities like Marathon to higher premiums; and

WHEREAS, H.R. 3167 does not account for the upward pressures on NFIP premiums from Risk Rating 2.0, or FEMA’s remapping efforts currently underway in Marathon and Monroe County; and

WHEREAS, the City Council of the City of Marathon, along with the Monroe County Board of County Commissioners, believes that the caps on current annual increases (18% on primary residences and 25% on rental properties, commercial properties and second homes) are unsustainable for NFIP policy holders and that a lower cap, providing a more gradual and reasonable glide path of increases, provides greater economic stability and fairness; and

WHEREAS, the City Council of the City of Marathon, along with the Monroe County Board of County Commissioners, believes it is imperative that Congress include in any reauthorization legislation a significantly lower cap on annual percentage increase for premiums, and specifically supports 5% cap on annual increases for all NFIP policyholders, on all properties;

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

Section 1. The foregoing recitals are true and correct and constitute the legislative findings and intent of the City Council of the City of Marathon and are incorporated herein by this reference.

Section 2. The City Clerk shall furnish copies of this resolution to:

- U.S. Senator Marco Rubio
- U.S. Senator Rick Scott
- U.S. Representative Debbie Mucarsel-Powell, District 26
- U.S. Representative Maxine Waters, House Financial Services Committee Chair

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:

David Migut, City Attorney

August 13, 2019

U.S. Representative Mucarsel-Powell
Florida 26th District
114 Cannon HOB
Washington, DC 201515

RE: Request to OPPOSE H.R. 3167 – Reauthorization of the NFIP

Dear Congresswoman Mucarsel-Powell,

As you know, the House Financial Services Committee recently approved H.R. 3167, a bill that would reauthorize the National Flood Insurance Program (NFIP). While we appreciate several provisions in the bill, we ask that you oppose it due to the absence of meaningful affordability controls in light of the Federal Emergency Management Agency's (FEMA) looming Risk Rating 2.0 initiative.

“Risk Rating 2.0” will dramatically change the way NFIP prices flood policies, and is expected to be released in April 2020 and go into effect in October 2020. All 5 million NFIP policyholders are expected to have different policy premiums under the new system. Among the new changes impacting policy prices will be the cost of rebuilding an insured structure, the potential impact of different types of flooding, and the distance of a property to a coast or river. It will also introduce new sources of flooding, such as intense rainfall, that have not previously been considered in the NFIP rating structure.

H.R. 3167 does not further limit the percentage rate increase that policyholders may face annually beyond current law. Rates could still increase up to 18 percent per year for most homeowners or up to 25 percent per year for commercial or rental properties. Landlords will be forced to pass premium increases on to their tenants, most of whom are members of our workforce. It is imperative that Congress significantly limit the annual percentage increase that policyholders can face in order to preserve program affordability.

Risk Rating 2.0 could create policy premiums that will remind policyholders of increases routinely faced after passage of the Biggert-Waters NFIP reauthorization of 2012. While Congress did restore some affordability provisions with additional legislation in 2014, even that bill left FEMA with too much leeway to raise rates quickly, a reality that will resurface if Congress does not enact meaningful limits to premium increases.

As a bi-partisan group of Senators, which included Senator Rubio, wrote in May to the Senate Banking Committee: “We saw all too clearly the negative consequences of hiking premiums after the Biggert-Waters Act of 2012 caused costs to skyrocket, hurting policyholders. . . the statutory cap on premium increases must be significantly lower than current law to ensure price shocks do not occur with implementation of Risk Rating 2.0” Meanwhile, bi-partisan House members have declared H.R. 3167 to be “insufficient,” noting that the bill must have “affordability safeguards to prevent premiums from being ‘jacked up’.”

If H.R. 3167 included a real premium increase limitation with an eye towards protecting constituents from the worst impacts of Risk Rating 2.0 – we suggest a maximum of 5 percent per year for all policyholders – we would gladly support H.R. 3167. Unfortunately, without such limits, this bill will only force Congress to readdress the issue again soon in the face of significant constituent outcry.

Thank you for your attention to this issue.

Sincerely,

John Bartus
Mayor, City of Marathon

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and City Council
From: Carlos A. Solis, P.E., Director of Public Works
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-80**, Approval Of The Off-System Construction Maintenance Agreement For The Improvements To the Intersection Of US 1 And Aviation Blvd; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The intersection of US 1 and Aviation Blvd. has been a traffic concern to the City and its citizens for several years. Through the assistance of the Monroe County Sheriff’s Office and coordination with staff, FDOT has undertaken the task of designing and constructing improvements at the intersection. The improvements consist of widening Aviation Blvd. at the intersection to provide a separate left turn and right turn lane onto US 1 from Aviation, one inbound lane from US 1 to Aviation Blvd, a right turn lane from US 1 onto Aviation Blvd, and modification to the median on US 1. Upon completion of the project, all improvements within the City’s Right-Of-Way, shall be transferred to the City for ownership and Maintenance. The attached maintenance agreement has been reviewed by staff and the City’s legal department and found to be reasonable and in the City’s best interest.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

Funding of \$_____ is available from _____.

RECOMMENDATION: Approval of Resolution 2019-xx

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-80**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE OFF-SYSTEM CONSTRUCTION MAINTENANCE AGREEMENT FOR THE IMPROVEMENTS TO THE INTERSECTION OF US 1 AND AVIATION BLVD; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (the “FDOT”) has jurisdiction over and maintains State Road (S.R.) 5/US-1/Overseas Highway corridor within the corporate limits of the City of Marathon (the “City”); and

WHEREAS, included in the Department’s Work Program is Project Number FM# 250566-9-52-01, SR 5 [US-1/Overseas Highway at the intersection with Aviation Boulevard] (the “Project”). Portion of the Project includes work on Aviation Boulevard, in the City of Marathon, Monroe County, Florida, a road not on the State Highway System; and

WHEREAS, the parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the Project, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks; and

WHEREAS, the parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project. Upon completion of the project, all improvements within the City’s Right-Of-Way, shall be transferred to the City for ownership and Maintenance.

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

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

Section 2. The City Manager is authorized to execute the Agreement, 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.

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 13th DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:**

David Migut, City Attorney

OFF-SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT

Between

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

(“DEPARTMENT”)

and

THE CITY OF MARATHON, FLORIDA, a municipal corporation of the State of Florida

(“CITY”)

THIS AGREEMENT is made and entered into as of _____, 201____, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the “Department”), and The City of Marathon, FLORIDA, a municipal corporation of the State of Florida (the “City”), collectively referred to as the “Parties.”

RECITALS

A. Upon approval of the Department’s Work Program by the State of Florida Legislature, and adoption by the Department Secretary, the Department shall complete the various projects included in the Department Work Program; and

B. Included in the Department’s Work Program is Project Number FM# 250566-9-52-01, SR 5 [US-1/Overseas Highway at the intersection with Aviation Boulevard] (the “Project”). Portion of the Project includes work on Aviation Boulevard, in the City of Marathon, Monroe County, Florida, a road not on the State Highway System; and

C. The City is the holder of ownership rights to Aviation Boulevard, a road not on the State Highway System; and

D. The parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the Project, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks; and

E. The parties further agree that it is in the best interest of each party to enter into this Agreement in order to allow the Department to construct and complete the Project.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and incorporated into and made a part hereof.
2. The Parties agree that the Department intends to undertake and complete project number FM# 250566-9-52-01, which Project generally includes the following:
 - Roadway widening along SR 5/Overseas Highway and Aviation Boulevard to provide a dedicated Right-Turn lane;
 - Milling and resurfacing the intersection;
 - Drainage Improvements associated with the proposed widening;
 - Light pole relocation associated with the proposed widening along SR 5/Overseas Highway; and
 - Signing and pavement marking improvements.

The Project shall include improvements on Aviation Boulevard, from the intersection with SR 5/Overseas Highway to 315 feet north of SR 5/Overseas Highway (for purposes of this agreement, the “Off-System Project Limits”). The work within the Off-System Project Limits shall include, but may not be limited to the following (hereinafter referred to as the “Local Roadway Improvements”):

- a) Roadway widening to provide a dedicated Right-Turn lane;
- b) Milling and resurfacing;
- c) Drainage improvements associated with the proposed widening; and
- d) Signing and pavement marking improvements.

The Project shall further include all activities associated with, or arising out of the construction of the Local Roadway Improvements. In the event that the Project requires the acquisition of additional right-of-way within the Off-System Project Limits, the Department shall acquire such right-of-way in order to complete the Project. The City shall cooperate with and shall support the Department’s work efforts in these regards.

The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department's guidelines, standards, and procedures. The Department shall have final decision authority with respect to the design, the design review process, and construction of the Local Roadway Improvements, and the relocation of any utilities that the Department may determine to be required.

3. The Parties acknowledge and agree that the City will review the Project Design Plans ("PDP") and shall submit its comments, if any, via Electronic Reviewer Comments ("ERC"). The Department shall provide the City access to the ERC, and the Department shall use the ERC to submit the Project Design Plans for the City to review. When the Department places the Project Design Plans in the ERC, the Department will designate a Comment Due Date and a Response Due Date. The City shall submit its comments with regards to the Project Design Plans on or before the Comment Due Date, and the Department shall respond to the City's comments, if any, on or before the Response Due Date. If the City does not submit its comments by the Comment Due Date, the City will be deemed to have approved the Project Design Plans submitted by the Department. The review process for the Project Design Plans will be deemed concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Project Design Plans have passed, and the Department has addressed all of the City's comments that were submitted through the ERC. Once the review process is concluded, the City shall authorize its Public Works Department to issue a permit ("the Permit") to the Department's construction Contractor, authorizing the Department to construct the Project in accordance with the Final Project Design Plans submitted through the ERC. The City acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will only utilize the services of law enforcement officers when required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The City agrees that the Permit will not impose any conditions other than those included in this Agreement, and the terms of this Agreement supersede any conflicting terms in the Permit. Additionally, the City waives any permit fees that may apply to issuance of the Permit.

Major modifications of the permitted plans must be submitted to the City for review. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the permitted plans, or that alters the integrity or maintainability of the Local Roadway

Improvements, or related components. The City's review shall be within the reasonable time schedule proposed by the Department, in order to avoid delay to the Department's construction contract. In the event that any Major Modifications are required during construction, the Department shall be entitled to proceed with the modifications that are necessary to complete the construction of the Project, and shall, upon identifying the need for a Major Modification, immediately notify the City of the required changes, prior to proceeding with implementation of the same. It is specifically understood and agreed that any such changes during construction shall not delay nor affect the timely construction schedule of the Project. The City shall modify the permit in accordance with any plan modifications agreed upon that are required by the Department to duly complete the Project.

4. The City agrees to fully cooperate with the Department in the construction, reconstruction and relocation of utilities that are located within the City's right-of-way, within the Off-System Project Limits. Utility relocations, if any, which may be required by the Department for purposes of the Project, shall be done in accordance with the Department's guidelines, standards and procedures. The Department shall submit the proposed Utility Relocation Schedule to the City. Utility relocations, if any, shall be done in accordance with the provisions of Chapter 337, F. S. Additionally, the City agrees to fully cooperate with the Department in the removal of any encroachments or permitted improvements located within the City's right-of-way, within the Off-System Project Limits, that are in conflict with the Project. The Department shall coordinate with the City for the removal of any such encroachments or permitted improvements, at no cost to the City, which may be required as a result of the Project.
5. The Department may utilize federal funds to construct the Project. The City agrees to perpetually maintain the Local Roadway Improvements. To maintain means to perform normal maintenance operations for the preservation of the Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, drainage, signing and pavement markers, and such traffic control devices as are necessary for the safe and efficient use of the Local Roadway Improvements.

Additionally, the Parties understand and agree that the Department shall transfer the permit(s) pertaining to the construction of the Local Roadway Improvements, if any, to the City as the operational maintenance entity, and the City agrees to accept said transfer and to be fully responsible to comply with all operational and maintenance conditions of the permit(s), at its sole cost and expense.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 9 of this Agreement.

6. The Parties acknowledge and agree that the City's right-of-way and the improvements and structures located within the City's right-of-way, are and will remain under the ownership of the City, and that the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to this Project.
7. The Department shall require its construction Contractor to maintain, at all times during the construction Commercial General Liability insurance providing continuous coverage for all work or operations performed under the construction contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy, or such other minimum insurance coverage that may be required by the Department for the construction of the Project, in accordance with the Department's Standards and Specifications for Road and Bridge Construction. The Department shall further cause its Contractor to name the City and the Department as additional insured Parties on the afore-stated policies, and to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.
8. The Department shall notify the City at least 48 hours before beginning construction within the City's right-of-way. Such notification may be provided via email, and the notice requirements set forth in paragraph 20 shall not apply to this paragraph.

The Department agrees that the City may, at reasonable times during the construction of the Local Roadway Improvements, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the City, the Department shall coordinate with its Contractor to provide access to the City for performance of said inspections. During the construction work related to the Project, the City shall fully cooperate with any such work being performed by the Department and the Department's contractors. The City shall not commit nor permit any act which may delay or interfere with the performance of any such work

by the Department or the Department's contractors, unless the Department agrees in writing that the City may commit or permit said act.

9. Maintenance during construction within the Off-System Project Limits, commencing as of the first date of construction, shall be the responsibility of the Department's Contractor, except that litter removal and all necessary mowing shall be the responsibility of the City. After completion of construction, the City shall assume all maintenance responsibilities. Upon completion of construction, the Department is required to invite the City on the Final Inspection of the work within the Off-System Project Limits, and will incorporate valid City concerns that are within the scope of the contract into the final Project punch list to be corrected by the Contractor. Notice for Final Inspection shall be delivered via email to the Division Director of the Country Road, Bridge and Canal Maintenance Division (Department of Transportation and Public Works), and the notice provision of paragraph 20 shall not be applicable. However, if the City does not attend the Final Inspection, the Department shall proceed to conduct the Final Inspection, finalize the Project punch list, and issue a Notice of Final Acceptance to its Contractor. The Final Inspection shall be performed and the Notice of Final Acceptance shall be issued in accordance with the Department's Standard Specifications for Road and Bridge Construction and the Construction Project Administration Manual (CPAM).

Upon issuance of the Notice of Final Acceptance to the Contractor, the Department shall provide a copy of said notice to the City. As of the date of the Notice of Final Acceptance, the City shall be immediately responsible for the maintenance of the Local Roadway Improvements, and shall further accept the Local Roadway Improvements. The Department, however, shall have the right to assure completion of any punch list by the Contractor. Notwithstanding the issuance of the Notice of Final Acceptance, the City may notify the Department Project Manager of deficiencies in the Local Roadway Improvements that may be covered by the warranty provisions in the contract between the Department and its Contractor. The Department shall enforce the warranty if the remedial action is required by the warranty provisions, as determined by the Department.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the City final as-built plans for the Local Roadway Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the City's right-of-way used to construct the Local Roadway Improvements, and shall remove the Department's property, machinery, and equipment from said portions of the City's right-of-way. Furthermore, the

Department shall restore those portions of the City right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to commencement of the construction of the Project.

Upon submission by the Department of a deed, with accompanying sketch and legal description, for the transfer to the City of any additional right-of-way acquired by the Department within the Off-System Project Limits, the City shall forthwith submit the same to its City Council for approval and acceptance of such additional right-of-way.

10. This Agreement shall become effective as of the date both parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of the Notice of Final Acceptance.

Prior to commencement of construction, the Department may, in its sole discretion, terminate this Agreement if it determines that it is in the best interest of the public to do so. If the Department elects to terminate this Agreement, the Department shall deliver formal notice of termination to the City, as set forth in paragraph 20 of this Agreement.

11. In the event that any election, referendum, approval, ratification, or permit, notice or other proceeding, or authorization is required to carry out the Project, the City agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.

12. In the event that the Project shall be constructed using federal funds, all costs incurred must be in conformity with applicable federal and state laws, regulations, and policies and procedures.

13. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.

14. In the event that this agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require

a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term a for a period of more than 1 year.

15. The Department is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
16. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this agreement.
17. This agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.
18. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.
19. In accordance with Executive Order No. 11-02 the Department's Vendor/Contractor(s) shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - i. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - ii. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.

20. All notices required pursuant to the terms hereof, shall be in writing and shall be sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the City:

City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

21. The City Council, by and through Resolution No. _____, attached hereto as Exhibit A, has duly authorized the execution and delivery of this Agreement and agrees to be bound by the terms hereunder, and has further authorized the Mayor or his designee to take all necessary steps to effectuate the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

By:

Title: Clerk

Approved as to form and legality:

Department Legal Review:

By: _____ Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and Council Members
From: George Garrett, Planning Director/Deputy City Manager
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-81**, Providing For The Monroe County Voluntary Home Buyout Local Program Prioritization Criteria For Selection Of Properties Interested In The Voluntary Home Buyout Program Utilizing Community Development Block Grant - Disaster Recovery Funding.

BACKGROUND & JUSTIFICATION:

CITY OF MARATHON, FLORIDA – The State of Florida has allocated \$10 million to Monroe County through the Community Development Block Grant-Disaster Recovery (CDBG-DR) Voluntary Home Buyout Program. The voluntary program was created to encourage risk reduction through the purchase of residential property in high flood-risk areas impacted by Hurricane Irma.

This program allows the government to purchase your property at the pre-Hurricane Irma fair market value for both the land and the structure. Priority properties are located in low- and moderate-income areas. Any existing structures will be demolished, and the property will be used for permanent open space, conservation, recreation, or stormwater management systems in perpetuity.

Marathon Citizens are advised the following:

If you are interested in selling your property, please contact the City of Marathon, Planning Department obtain and sign the “Voluntary Acknowledge Form” required by the State of Florida. If you previously completed the interest form with Monroe County, indicating you’re interest in voluntary home buyout, please obtain and re-sign a current version of the form from the City.

A public meeting is being held regarding the program on Monday, August 13 at 5:30 p.m. (tonight) at the Marathon City Council meeting to be held on that date. Similar meetings have or will be held at the Monroe County Budget Meeting to be held on July 22, 2019 at 10:00 a.m. and within other jurisdictions seeking a grant award.

The review criteria as defined through the Voluntary Home Buyout Program lack detail. This Resolution seeks to add detail to the list of review criteria that will be utilized to review potential purchase properties under the program.

CONSISTENCY CHECKLIST:

Yes

No

- 1. Comprehensive Plan
- 2. Other – 2010 Sewer Mandate

X

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval of Resolution 2019-81.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-81**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, PROVIDING FOR THE MONROE COUNTY VOLUNTARY HOME BUYOUT LOCAL PROGRAM PRIORITIZATION CRITERIA FOR SELECTION OF PROPERTIES INTERESTED IN THE VOLUNTARY HOME BUYOUT PROGRAM UTILIZING COMMUNITY DEVELOPMENT BLOCK GRANT - DISASTER RECOVERY FUNDING.

WHEREAS, Hurricane Irma impacted the Florida Keys in September 10, 2017 destroying or majorly damaging over 4000 residential structures in Monroe County, approximately 400 of which were within the City of Marathon, thus, severely impacting the workforce housing crises; and

WHEREAS, \$75 Million dollars have been allocated from the Community Development Block Grant – Disaster Recovery (CDBG-DR) funds with a \$10 Million set aside for Monroe County for the Voluntary Home Buyout Program; and

WHEREAS the purpose of Rebuild Florida’s CDBG-DR Voluntary Home Buyout Program is to acquire properties that are in high-risk flood areas to help reduce the impact of future disasters, and to assist property owners to relocate to less risk prone areas. These funds will support property acquisition, structure demolition and conversion of the land to open space or storm water improvements that alleviate flooding. The property must be deed-restricted in perpetuity to open space uses or to restore and/or conserve the natural floodplain functions; and

WHEREAS the program specifies prioritization criteria which must be implemented within each jurisdiction in compliance with CDBG-DR regulations; and

WHEREAS, the County may develop additional local prioritization criteria in order to fairly and equitably prioritize homeowners for the voluntary home buyout program while focusing on the program’s purpose to reduce community risk,

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

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

Section 2. The City of Marathon proposes to prioritize property owners in the CDBG-DR Voluntary Home Buyout Program of primary homes that are not rental properties.

Section 3. The local program will retain the BPAS from properties that have been purchased by the Voluntary Home Buyout Program for Administrative Relief.

Section 4. The proposed City of Marathon point allocation criteria are as follows:

1. 5 pts for homes that were substantially damaged;
2. 5 pts for homes that are located in the V Zone;
3. 5 pts for repetitive loss structures;
4. 10 pts for severe repetitive loss structures, and
5. 5 pts for high probability of sea level rise inundation (Surge Zone 1).

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:

David Migut, City Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: August 13, 2019
To: Honorable Mayor and Council Members
From: George Garrett, Planning Director/Deputy City Manager
Through: Chuck Lindsey, City Manager

Agenda Item: **Resolution 2019-82**, Requesting Specific Assistance From The Monroe County Land Authority (Monroe County Comprehensive Plan Land Authority) In The Acquisition Of Properties Selected For Purchase Under The Florida Volunteer Home Buyout Program; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The Monroe County Comprehensive Plan Land Authority (hereinafter, "Authority") acquires property for conservation, recreation, and affordable housing in Monroe County, Florida within the Florida Keys and Key West Areas of Critical State Concern. The Authority was established to assist in the implementation of land use plans and to serve as an intermediary between land owners and government agencies that regulate land use. The Authority is a component unit of Monroe County government created by the Board of County Commissioners on October 1, 1986 pursuant to Florida Statutes section [380.0663](#) and Monroe County Ordinance [031-1986](#). The Authority operates under Florida Statutes sections [380.0661](#) through [380.0685](#) and uses a fiscal year period of October 1 to September 30. The taxes and fees received by the Authority consist of a surcharge on admissions and overnight occupancy at state parks in the unincorporated county in the amounts authorized by Florida Statutes section [380.0685](#) and a half-cent of the tourist impact tax charged on lodging in the Keys authorized by Florida Statutes section [125.0108](#).

The City of Marathon is participating in the Rebuild Florida Voluntary Home Buyout Program (FVHBP). The City wishes to utilize the services and functions of the Authority to carry out the intent of the FVHBP to purchase property on a voluntary basis whose structures have been severely damaged by the impact of Hurricane Irma on September 10, 2017.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u> X </u>	<u> </u>
2. Other – 2010 Sewer Mandate	<u> </u>	<u> </u>

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:

Approval of Resolution.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2019-82**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, REQUESTING SPECIFIC ASSISTANCE FROM THE MONROE COUNTY LAND AUTHORITY (MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY) IN THE ACQUISITION OF PROPERTIES SELECTED FOR PURCHASE UNDER THE FLORIDA VOLUNTEER HOME BUYOUT PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Monroe County Comprehensive Plan Land Authority (hereinafter, “Authority”) acquires property for conservation, recreation, and affordable housing in Monroe County, Florida within the Florida Keys and Key West Areas of Critical State Concern; and

WHEREAS, the Authority was established to assist in the implementation of land use plans and to serve as an intermediary between land owners and government agencies that regulate land use; and

WHEREAS, the Authority is a component unit of Monroe County government created by the Board of County Commissioners on October 1, 1986 pursuant to Florida Statutes section 380.0663 and Monroe County Ordinance 031-1986; and

WHEREAS, the Authority operates under Florida Statutes sections 380.0661 through 380.0685 and uses a fiscal year period of October 1 to September 30; and

WHEREAS, the taxes and fees received by the Authority consist of a surcharge on admissions and overnight occupancy at state parks in the unincorporated county in the amounts authorized by Florida Statutes section 380.0685 and a half-cent of the tourist impact tax charged on lodging in the Keys authorized by Florida Statutes section 125.0108; and

WHEREAS, the City of Marathon is participating in the Rebuild Florida Voluntary Home Buyout Program (FVHBP); and

WHEREAS, the City wishes to utilize the services and functions of the Authority to carry out the intent of the FVHBP to purchase property on a voluntary basis whose structures have been severely damaged by the impact of Hurricane Irma on September 10, 2017,

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

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

Section 2. The City is requesting the services and functions of the Authority to carry out the broadest intent of the FVHBP to purchase property on a voluntary basis whose structures have been severely damaged by the impact of Hurricane Irma on September 10, 2017.

Section 3. The City Clerk shall forward a certified copy of this Resolution to the Executive Director of the Monroe County Land Authority, the Chair of the Land Authority Board, and the Attorney for the Board.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF AUGUST, 2019.

THE CITY OF MARATHON, FLORIDA

John Bartus, 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:

David Migut, City Attorney

August 2019 - September 2019

August 2019							September 2019						
Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Aug 12	13 5:30pm City Council Meeting (City Hall Council Chambers, 9805 Overseas Hwy.)	14	15	16	17	18
19 5:30pm **CANCELLED** Planning Commission Meeting (City Hall Council Chambers, 9805 Overseas Hwy.)	20	21 2:00pm Code Compliance Hearing (Council Chambers)	22	23	24	25
26	27 5:30pm **CANCELLED** City Council Meeting (City Hall Council Chambers, 9805 Overseas Hwy.)	28	29	30	31	Sep 1
2 Labor Day-City Hall Closed	3	4	5	6	7	8
9	10 5:30pm City Council Meeting (City Hall Council Chambers, 9805 Overseas Hwy.)	11	12	13	14	15