



City of Marathon City Council Agenda
9805 Overseas Hwy., Marathon, FL
Tuesday, June 10, 2025 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 Minutes 1
 - B. Juneteenth Proclamation..... 20
 - C. Florida Hero Andrew Heise (Councilmember Still)
 - *D. Budget Calendar.....21
 - E.
- 6. City Manager Report**
 - * A. MCSO Marathon Substation Report22
 - * B. Grants Update26
 - * C. Public Works Report.....31
 - * D. Park and Recreation Report.....35
 - * E. Building Report.....37
 - * F. Marina Report.....38
 - * G. Code Report.....41
 - H.
- 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.] **TIME CERTAIN TO 6:30 PM OR AS SOON AS POSSIBLE THEREAFTER OR AT THE CONCLUSION OF ALL COUNCIL BUSINESS; WHICHEVER OCCURS FIRST.**
- 8. Resolutions For Adoption**
 - *A. **Resolution 2025-52**, Providing Recommendations From The Potential Solution List Of Projects Within Appendix G Of The Approved U. S. 1 Transportation Master Plan To Improve Traffic Flow, Alleviate Congestion, Improve Safety And Assist In Improving The Level Of Service On U.S. 1.....42

***B. Resolution 2025-53,** Amending A Grant Agreement With The Florida Department Of Environmental Protection For the City of Marathon Service Area 3 Wastewater Treatment Facility Expansion; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date.....53

C. Resolution 2024-54 Authorizing The Appropriation Of \$15,000 To FIRM (Fair Insurance Rates For Monroe) With The Intent That This Amount Should Become A Part Of An Annual Budget Appropriation Until Otherwise Rescinded; Authorizing The City Manager To Sign The Appropriation To FIRM; And Providing An Effective Date.....69

***D. Resolution 2025-55,** Waiving The City’s Purchasing Policies And Procedures And Approving Change Order #1 to A Sole Source Purchase Of Wastewater Treatment Membrane Upgrades For Service Area 5 Wastewater Treatment Facility From Kubota Membrane USA, In An Amount Not To Exceed \$104,107.00; Authorizing The City Manager To Execute Purchase Orders, Appropriating and Expending Funds On Behalf Of The City; And Providing For An Effective Date.....80

***E. Resolution 2025-56,** Authorizing A “Piggy-Back” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase Of Two Chevrolet Silverado, one 1500 and one 2500 Vehicle Under Florida Sheriffs' Association Host Sheriff Procurement HCS-AVP1.0 From Stingray Chevrolet In An Amount Not To Exceed \$103,452.95; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Funds; And Providing For An Effective Date.....89

***F. Resolution 2025-57,** Approving And Authorizing The City Manager To Enter Into An Agreement With Carlos Garcia, Attention Media LLC To Provide Public Information Officer (PIO) Services for The City of Marathon In An Amount Not To Exceed \$49,500 For A Six Month Period; And Providing For An Effective Date.....95

9. Council comments

10. Adjournment

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

CALL TO ORDER - A Meeting of the City Council of Marathon, Florida was held on March 25, 2025 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Del Gaizo

Councilmember Matlock

Councilmember Still

Vice Mayor Smith

Mayor Landry, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Attorney, Steve Williams

Planning Director, Brian Shea

Finance Director, Jennifer Johnson

Deputy City Clerk, Hillary Palmer

Approval Of Agenda and Consent Agenda

Williams added the retainer agreement resolution between the City of Marathon and the Law Firm Weiss, Serota, Helfman, Cole & Bierman, P.L. to assist with the Shands litigation matter.

Garrett added the MSTU Discussion & requested for a Special Call Meeting on March 31st.

MOTION: Smith moved to approve the agenda as amended.

SECOND: Still

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

* Approval of Minutes

Non-Profit Grant Cycle for FY 2025-26

Shea updated Council on the non-profit grant cycle for the year, \$150,000 was budgeted to disperse to the non-profits. Council requested a Workshop on April 22nd to give the applicants an opportunity to speak on behalf of their organization and award the grants at the May 27th meeting.

Resoluion 2025-31 Approving A Retainer Agreement Between Weiss, Serota, Helfman, Cole & Bierman, P.L. And The City Of Marathon, Florida; Authorizing The City Attorney To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date.

Williams explained the case on appeal with outside counsel; it is a not to exceed retainer agreement that is confidential.

MOTION: Smith moved to approve Resolution 2025-31 and enter into and execute the retainer agreement with Weiss, Serota, Helfman, Cole & Bierman, P.L. for outside council concerning the Shands litigation matter.

SECOND: Matlock

Vote of the Motion:

Yes: Del Gaizo, Matlock, Smith, Still, Landry

No: None

Absent: None

Abstain: None

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

Williams asked for a head nod concerning the assistance request from the State Attorney's office regarding matters in Key Haven, such as flooded lots, Williams stated he will bring a resolution back to Council in April. Five head nods were received from the Council.

City Manager Report

- * **A.** MCSO Marathon Substation Report
- * **B.** Grants Update
- * **C.** Public Works Report
- * **D.** Building Report
- * **E.** Marathon Fire Rescue Report
- * **F.** Marina Report
- * **G.** Code Report
- * **H.** Wastewater Utilities Report

I. IT Contractor Update – Bradley explained he was asked to do an audit of our current ENS contract. Bradley reported the \$339,720 contract covers licensing, data storage, etc. Bradley also enlisted the assistance of two IT professionals and found everything to be legitimate. Bradley informed everyone he and George would both review invoices and an outside IT director would be hired. Sith asked that a contract of this size be rebid on a regular basis. Bradley and Garrett assured the Council that the contract would be rebid when the term with extensions was up.

Garrett asked for item K to be moved up.

K. Florida Technical Consultant Not to Exceed Request (\$180,000) – Johnson explained that the contract terminates in November of 2025, and \$80,000 per year was the intent, but because of a scrivener error it was a not to exceed \$80,000 contract. Garrett explained this contract serves many departments and we are doing some additional work, would like head nods to amend the amount in the contract. The Council gave approval for a new not to exceed amount of \$180,000.

J. Marathon Fire Rescue New Fire Fighter Hires: Julio Nunez, Nelson Arro Diaz, and Delvis Garcia. Promoted to Captain: Captain Pete Meneses – the Deputy Clerk swore in new hires Nunez, Diaz and Garcia and they were pinned with their badges. Meneses was promoted to Captain and Chief Muro gave an overview of his assignments and accomplishments.

L. City Manager Project Updates – Garrett gave an overview of some of the projects being completed with grant funding.

MSTU (Middle Keys Health Care Municipal Service Taxing Unit) – Garrett apologized it was not originally on the agenda and informed everyone that there would be a special call meeting on Monday to discuss the MSTU further. Garrett explained that the Ordinance requires review each year and there are multiple entities that participate in the MSTU; Marathon, Key Colony Beach, Unincorporated areas of Monroe, Duck Key and Conch Key. Garrett commented that the Council can choose to reject the MSTU or have a number to continue with conditions. Williams informed everyone that the County has no obligation, and we have no ability or authority to alter the conditions, although we can ask the County to adjust the milage, paying it off early. Matlock and DelGaizo spoke for discontinuing the MSTU. Landry spoke to continue the MSTU but lowering the millage. Smith commented that we have been discussing this for weeks, it is not a huge ask, and he was for continuing the MSTU.

Citizens' comments on agenda items not scheduled for public hearing and items other than those appearing on the agenda

Brad Antich – spoke about the flooding on Washinton Street, he felt the lift station did not work or was not hooked up.

Diane Scott – asked the Council to put flooding as a workshop discussion and accused the MCSO of being corrupt because they do not listen to her.

Debra Struyf – spoke against continuing the MSTU and suggested a workshop regarding flooding on Tuskegee.

Quasi-Judicial Public Hearings:

Resolution 2025-12, Request For A Conditional Use Permit For Wharf Marina, Inc. Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (Code) Entitled “Conditional Use Permits” For The Development Of A Property Into Five (5) Transient Units, Office And Restaurant, And Marina; Located At 1480 Overseas; Which Is As Part Of Government Lot 2 And Bay Bottom North Of And Adjacent To Lot 2 And Adjacent Portion Of State Road 4-A And 1458 Coral Drive Legally Described As Back 3 Part Of Lots 1- 2 -3 And Back 2 Parts Of Lots 1-2-3-4 W R Thompson Subdivision PB 2-104 (Aka Parcels B-C-D-E-F-K-L Per UNREC 1977 C G Bailey Survey On File), Section 9, Township 66 South, Range 32, Key Vaccas, Monroe County, Florida; Having Real Estate Numbers 00102790-000000, & 00320330-000000. Nearest Mile Marker 48.

Request For A Development Agreement For Wharf Marina, Inc. Pursuant To Chapter 102, Article 8 Of The City Of Marathon Land Development Regulations (Code) Entitled “Development Agreement” For The Development Of A Property Into Five (5) Transient Units, Office And Restaurant, And Marina; Located At 1480 Overseas; Which Is As Part Of Government Lot 2 And Bay Bottom North Of And Adjacent To Lot 2 And Adjacent Portion Of State Road 4-A And 1458 Coral Drive Legally Described As Back 3 Part Of Lots 1- 2 -3 And Back 2 Parts Of Lots 1-2-3-4 W R Thompson Subdivision PB 2-104 (Aka Parcels B-C-D-E-F-K-L Per UNREC 1977 C G Bailey Survey On File), Section 9, Township 66 South, Range 32, Key Vaccas, Monroe County, Florida; Having Real Estate Numbers 00102790-000000, & 00320330-000000. Nearest Mile Marker 48.

Shea explained the conditional use was amended from 5 to seven units and explained the zoning and uses, the existing conditions and the proposed amended site plan.

Steve Hurley, the applicant explained the amendment from the 7 condominium type units to five individual two story units with parking underneath. Hurley reviewed the infrastructure, easement, and comp plan elements. DelGaizo spoke with the Casa Cayo President and owners, and explained her conversations were incredibly positive, the owner has cleaned the area up and has been good to his neighbors. Smith commented that previously there was an affordable component and wanted to know how it was being managed if there was a plan to put it back. Hurley explained it was not currently a consideration. Smith also wanted it to be clear the “housing” units were “transient units” Smith also asked about the traffic study, what the real number should be. Hurley explained the number is in the table in red, it is a net decrease, the 47 should be 38, Hurley also explained the parking plan identifies four new spaces and some on Coral Drive as well. Smith asked if parking could be configured better, even though the current parking plan meets code.

The Mayor asked for speakers, hearing none, closed public comments.

MOTION: Still moved to approve Resolution 2025-12 to include the modifications Smith mentioned.

Smith clarified that on number 17 he would like to use “transient” units instead of “Housing” units and an ask for additional parking.

SECOND: Matlock

Vote of the Motion:

Yes: Still, Matlock, Del Gaizo, Smith, Landry

No: None

Absent: None

Abstain: None

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

MOTION: Landry moved to approve the Development Agreement for Wharf Marina to match the conditional use and amend the dates then bring back for second reading.

SECOND: Still

Vote of the Motion:

Yes: Matlock, Still, Del Gaizo, Smith, Landry

No: None

Absent: None

Abstain: None

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

Resolution 2025-13, Request For A Conditional Use Permit For Wharf Marina, Inc. Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (Code) Entitled “Conditional Use Permits” For The Development Of A Restaurant, Marina, Retail Shop, And Eleven (11) Transient Housing Units At The Property Located At 1622 Overseas Highway, Which Is Legally Described As 9 66 32 Key Vaccas Part Lot 2 & Bay Bottom North Of & Adjacent To Part Government Lot 2 (PT ST RD 4-A), Marathon, Monroe County, Florida, Having Real Estate Number 00102600-000000. Nearest Mile Marker 48.

Request For A [Development Agreement](#) For Wharf Marina, Inc. Pursuant To Chapter 102, Article 8 Of The City Of Marathon Land Development Regulations (Code) Entitled “Development Agreement” For The Development Of A Restaurant, Marina, Retail Shop, And Eleven (11) Transient Housing Units At The Property Located At 1622 Overseas Highway, Which Is Legally Described As 9 66 32 Key Vaccas Part Lot 2 & Bay Bottom North Of & Adjacent To Part Government Lot 2 (PT ST RD 4-A), Marathon, Monroe County, Florida, Having Real Estate Number 00102600-000000. Nearest Mile Marker 48.

The Mayor asked for exparte communications. The Council stated none except for Landry who stated he had a short conversation with Hurley, but it would not affect his vote.

Shea commented that he would amend the five housing units to transient units on item 10 on pages 115 and 123. Shea explained the project which is currently vacant land and the proposed amended use to have 11 transient hotel units, a 9-slip marina and commercial restaurant and retail space. Shea recommended approval with conditions he outlined.

Steve Hurley, Hurley Land Planning and Consulting, for the applicant gave the background on what was previously on the now vacant site, the new proposed site plan and spoke regarding the coordination efforts with Cassa Cays such as a sidewalk, emergency signage, as well as a boat trailer parking area for trailers

that cannot fit under the new homes. Hurley reviewed the drainage plan, landscape plan which went above and beyond what is required in the LDRs, infrastructure and the wastewater upgrade to serve the restaurant once the capacity is available. Hurley commented that the site has the EDUs as we are recapturing what was there. Landry questioned if all units would be elevated, Hurley responded they will be. Matlock wanted everyone to know the developer has the transient rights already, we are not giving them units. Smith asked to memorialize that they are doing 11 units, they must get the units in condition 20 as well as memorialize the sidewalk on the Northwest side and signage they have committed to in condition 21 as well as memorialize at least three boat trailer parking spaces in the parking area. Matlock asked about the timing of plant 3 capacity upgrade. Landry commented that the LDRs cover it, if we do not have the capacity, it does not get built.

MOTION: Smith moved to approve the Resolution 2025-13 subject to condition 20 to be 11 units, condition 21 to specify the sidewalk, condition 23 regarding boat trailer parking and section 10 to clarify the existing six units are there and they need five more.

SECOND: Still

Vote of the Motion:

Yes: Smith, Still, Matlock, Del Gaizo, Landry
No: None
Absent: None
Abstain: None

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

MOTION: Smith moved to approve the development agreement under the same conditions as the conditional use in Resolution 2025-13.

SECOND: Still

Vote of the Motion:

Yes: Smith, Still, Matlock, Del Gaizo, Landry
No: None
Absent: None
Abstain: None

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

Landry thanked the Planning Commission members in attendance.

Smith questioned if H should be deleted on the previous item. Shea stated it would be fixed before the next hearing on the item as they are working on this.

Resolution 2025-14, Approving The Ranking And Allocations Of The Market Rate And Affordable Residential Building Permit Allocation System (RBPAS) For Period 2, Year 33 (January 14, 2025 To July 13, 2025); And Providing For An Effective Date.

Shea recommended approval of the award of two (2) Market Rate General and two (2) Market Rate Owner Occupied BPAS allocations as shown in “Attachment A” and one (1) Affordable BPAS allocations “Attachment B”. Matlock asked if the City could show the score sheets on our website like the county does to show where they got their points and how many. Smith commented that the information is there, but you have to look it up by BPAS number. Shea commented that he could do a report and export it into an excel document to show the information.

MOTION: Smith moved to approve the Resolution 2025-14.

The Mayor called for speakers.

Pamela Alonso – asked for two affordable allocations.

Andrew George – commented that he wanted to ask for what Councilmember Matlock asked for as he would like to see where everyone got their points and we can see how many points each person has.

SECOND: Matlock

Vote of the Motion:

Yes: Smith, Still, Matlock, Del Gaizo, Landry

No: None

Absent: None

Abstain: None

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

Williams reminded everyone the County has one person whose job it is to score BPAS and Brian has many jobs to do and two staff.

Resolution 2025-15, Approving The Ranking And Allocations Of The Early Evacuation Affordable Residential Building Permit Allocation System (EE BPAS); And Providing For An Effective Date.

Shea explained that there were three different options and there are additional applicants that would want to be in the pool, which Option 3 would give them time to submit.

Option 1: Grant additional extension, and award 12 units to the next highest scoring applicants.

Option 2: Do not extend, and grant award to current applicants. Remaining allocations to be awarded at a future public hearing.

Option 3: Do not extend, and table to give old applicants time to reapply and new applicants to apply. Then award at future public hearing.

Mayor Landry called for speakers.

Matt Sexton – stated he was one of the applicants and has been shove ready for some time. Another extension will hurt those who are ready and need the housing to keep employees.

Patrick Stevens – spoke regarding his clients that are ready to build, asked for no more extensions and mentioned one client has submitted their application three years ago.

Still commented that we have already extended this and if we extend again, we could be in the same position. Smith also stated his concerns about fairness to those who are shovel ready and should not be penalized, it can be opened back up later, and they can reapply.

Shea explained that would be option 2, awarding 12 units, option two would be awarding EE 5,6,12 and 14 which is Coral Construction, Thunderbolt Real Estate, Patrick Stevens, and Barbara Mitchel. Shea asked how many days the permits need to be obtained upon award in Section 2 of the resolution. The council suggested 90 days. Landry wanted staff to get the word out that everyone can reapply by July 13th for the September distribution of permits.

MOTION: Smith moved to approve the Resolution 2025-15 subject to option 2 EE 5,6,12 and 14 and remaining allocations will open up, applications need to be in by July 14th at 5:00 pm.

SECOND: Del Gaizo

Vote of the Motion:

Yes: Still, Matlock, DelGaizo, Smith, Landry

No: None

Absent: None

Abstain: None

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

***Resolution 2025-16,** Amending Temporary Use Permit Fees; And Providing For An Effective Date.

***Resolution 2025-17,** Approving A Seventh Amendment To The Lease Agreement No. 4547 With The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Management Of Properties With The City Of Marathon Purchased For The Purpose Of Conservation; Authorizing The Mayor To Execute The Amendment To The Agreement; And Providing An Effective Date.

***Resolution 2025-18,** Authorizing A “Piggy-Back” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase of a Caterpillar 420 Backhoe/Loader Under The Florida Sheriff’s Bid Contract FSA23-EQU21.0 From Kelly Tractor Co., In An Amount Not To Exceed at total of \$164,325.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.

***Resolution 2025-19,** Approving A Third Amendment To The Interlocal Agreement Between Monroe County And The City Of Marathon Transferring Eighteen (18) Affordable Housing Residential Allocations For A Project In The Ownership Of St. Columba Episcopal Church; Requiring That All Market Rate Rogo Exempt Residential Units Must Be Sold Within The Unincorporated Area Of Monroe County, Florida; And Providing An Effective Date.

Resolution 2025-20, Approving An Amendment Revising The Rates For The Vacation Rental Fee Schedule; And Providing For An Effective Date.

Matlock explained he was not trying to penalize the vacation rentals, just trying to have them pay their fair share. Jennifer Johnson provided some of the numbers as well as Garrett, which cost about \$500,000 per year plus soft costs and bring in \$755,400 per year. Garrett explained some of the costs were not included such as the Building Official and City Attorney time. Williams explained some of the fees have not been increased in over ten years. Smith suggested tabling until we can have complete numbers and take a look at our processes.

MOTION: Smith moved to table Resolution 2025-20 and bring back in a month.

SECOND: Matlock

Vote of the Motion:

Yes: Smith, Matlock, Still, DelGaizo, Landry

No: None

Absent: None

Abstain: None

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

***Resolution 2025-21**, Approving An Eighth Amendment To The Lease Agreement No. 4547 With The Board Of Trustees Of The Internal Improvement Trust Fund Of The State Of Florida For The Management Of Properties With The City Of Marathon Purchased For The Purpose Of Conservation; Authorizing The Mayor To Execute The Amendment To The Agreement; And Providing An Effective Date.

***Resolution 2025-22**, Approving Amendment 3 To The Essential Net Solutions (“ENS”) Contract For The Provision Of Cyber Security Software In The Amount Not To Exceed \$45,000 Annually As A Continuing Obligation Under The Existing Contract With Ens As Was Approved Previously Pursuant To Resolution 2022-134; Authorizing The City Manager To Expend Budgeted Funds; And Providing An Effective Date.

Resolution 2025-23, Approving A Memorandum Of Understanding Between The City Of Marathon And The Professional Firefighters Of Marathon, To Include Non-Union Firefighters And Paramedics Of The City Of Marathon Fire Department; Said Memorandum To Be Approved In Consideration Of Participation In The City’s Health Insurance Coverage At Article 13; And Providing For An Effective Date.

Matlock commented that this will save the City money and give better coverage and is mutually beneficial to everyone.

Johnson asked that on #2 on the MOU after the first sentence everything else under #2 be removed starting with “Currently, members are offered a two-tiered – base and premium plan. Any changes to

health insurance benefits that exceed not cost for the base plan and an increase greater than 15% per year for the premium plan will be subject to collective bargaining.”

The council agreed to allow this for the same rate as other city employees.

MOTION: Matlock moved to approve Resolution 2025-23 with the staff recommendation to even the playing field on insurance.

SECOND: Smith

Vote of the Motion:

Yes: Matlock, Smith, Still, Del Gaizo, Landry

No: None

Absent: None

Abstain: None

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

***Resolution 2025-24,** Awarding The Contract For The Area 4 Chemical Tank Replacement/Upgrade To Reynolds Construction, LLC In An Amount Not To Exceed \$151,868.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.

Resolution 2025-25, Awarding Project Specific Agreement for the Construction Phase Inspection Services for Deep Injection Well Project to Weiler Engineering Corporation.; Approving a not to exceed amount of \$270,700.00; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This work may qualify for reimbursement through a grant.

Saus explained the project and commented we have a good team of engineers that have already saved us a million dollars on this complicated project. Matlock commented that we must do this project. Saus and Williams explained we needed the CEI to do the project on time and expertly although not required by law, this lowers our risk, and they will also be part of the required reporting.

The Mayor called for speakers, hearing none closed public comments.

MOTION: Still moved to approve Resolution 2025-25.

SECOND: Smith

Vote of the Motion:

Yes: Still, Matlock, Del Gaizo, Smith, Landry

No: None

Absent: None

Abstain: None

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

***Resolution 2025-26**, Awarding Change Order #3 For The Power Conditioning Upgrades To Pedro Falcon Contractors, Inc.; Approving A Change In Contract Amount From \$14,177.26; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This Work Qualifies And Will Be Submitted For Reimbursement Through The Existing CDBG-DR Grant.

***Resolution 2025-27**, With Respect To Reimbursement Of Certain Costs Relating To Various Capital Improvements Within The City.

***Resolution 2025-28**, Approving A Sole Source Purchase Between The Marathon Electric Sign & Light, INC. In The Amount of \$67,640.00 For installation And Purchase of a New Double Sided LED Sign (6'6" x 8'8") with ID Signage; Appropriating Funds; And Providing For An Effective Date.

***Resolution 2025-29**, Awarding of a Contract for Installation of Fire Detection Equipment to protect the vacuum stations to Integrated Fire and Security Solutions (IFSS).; Approving a not to exceed amount of \$98,636.00.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date.

***Resolution 2025-30**, Amending A Grant Agreement With The Florida Department Of Environmental Protection LP44044; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date.

Council Comments:

DelGaizo thanked staff for all the layman explanations and asked people to get involved, show up or send emails.

Matlock commented that the Blue Angels would be in Key West this weekend.

Still commented that we have a fully staffed Fire Department and thanked staff and the Council for supporting the non-profits and Garrett for the project summary.

Smith thanked Garrett for the project summary update and Jennifer and Maria for finding money for the projects. Smith commented that Florida Keys Days was successful and welcomed Scott Williamson and new firefighters. Smith thanked Shea for all his work on BPAS and Saus for the deep well update.

Landry reminded everyone of the Seven Mile Bridge run on April 5th and welcomed Scott Williamson and congratulated Captain Meneses on his promotion. Landry commented that the trip to Tallahassee was very fruitful.

ADJOURNMENT

With no further business to come before the Council, Mayor Landry adjourned the meeting at 8:41pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of March 25, 2025.

Diane Clavier, City Clerk

Date

DRAFT

CALL TO ORDER - A Special Call Meeting of the City Council of Marathon, Florida was held on May 27, 2025, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:31 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Del Gaizo

Councilmember Matlock

Councilmember Still

Vice Mayor Smith

Mayor Landry, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

City Attorney, Steve Williams

Deputy City Manager, Brian Bradley

MCSO Captain Derek Paul

Approval Of Agenda and Consent Agenda

Still asked to add a June 24th Workshop Discussion Landry pulled Resolution 2025-51 from the agenda. Garrett removed Safe Streets 4 All (SS4A) Presentation from the agenda.

MOTION: Smith moved to approve the agenda.

SECOND: Still

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

* Approval of Minutes

City Funding of Nonprofit Organizations – It was explained that those councilmembers who sat on a board of directors of any of the nonprofit organizations would abstain from voting, and those nonprofits would be voted on separately.

The Mayor called for speakers.

Diane Scott – asked the Council to stop giving the wrong people money, food is needed more than anything and homeless people need the money.

MOTION: Still moved to approve the distribution of funds to the nonprofits with the exception of Crane Point Hammock, Habitat for Humanity and Presents in Paradise

SECOND: Smith

Vote of the Motion:

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

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

MOTION: Still moved to approve the distribution of funds for Crane Point Hammock

SECOND: Landry

Vote of the Motion:

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

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

MOTION: Still moved to approve the distribution of funds for Habitat for Humanity.

SECOND: Matlock

Vote of the Motion:

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

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

MOTION: Smith moved to approve the distribution of funds for Presents in Paradise

SECOND: Matlock

Vote of the Motion:

Yes: Smith, Matlock, DelGaizo, Landry

No: None

Absent: None

Abstain: Still

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

June 24th Workshop – Still asked that the workshop be centered around the topic of hurricane preparation, terminology, what happens in the City before, during and after, evacuation and return information. Still asked Garrett to ask meteorologist John Rizzo to speak at the workshop. Garrett replied that Rizzo was confirmed.

ADJOURNMENT

With no further business to come before the Council, Mayor Landry adjourned the meeting at 5:38 pm with unanimous consent.

I certify the above represents an accurate summary of the Special Call City Council meeting of May 27, 2025.

Diane Clavier, City Clerk

Date

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Smith Jeff		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Marathon City Council	
MAILING ADDRESS 7542 Gulfstream Blvd.		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Marathon	COUNTY Monroe	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED May 27, 2025		NAME OF POLITICAL SUBDIVISION: City of Marathon City Council	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Jeff Smith, hereby disclose that on May 27, 2025:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The City donated funds to nonprofit organizations. Two of the organizations, Crane Point and Habitat for Humanity Jeff Smith is a board member of both the Crane Point and Habitat for Humanity board.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

5-27-25

Date Filed



Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Still Robyn	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Marathon City Council
MAILING ADDRESS 7725 Wahoo Drive	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY Marathon	COUNTY Monroe
DATE ON WHICH VOTE OCCURRED May 27, 2025	NAME OF POLITICAL SUBDIVISION: City of Marathon
	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Robyn Still, hereby disclose that on May 27, 2025 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☐ inured to the special gain or loss of my relative, _____ ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Distribution of grant funds - I sit on the Presents in Paradise board. Presents in Paradise had requested and received grant funding from the City.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

05-29-2025
Date Filed

Robyn Still
Signature

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City Council of the City of Marathon, Florida

Juneteenth Proclamation

WHEREAS, President Abraham Lincoln signed the Emancipation Proclamation on January 1, 1863, declaring the slaves in Confederate territory free, paving the way for the passing of the 13th Amendment which formally abolished slavery in the United States of America; and

WHEREAS, word about the signing of the Emancipation Proclamation was delayed some two and one half years, to June 19, 1865, in reaching authorities and African-Americans in the South and Southwestern United States; and

WHEREAS, Emancipation Day observations are held on different days in different states in the South and Southwest, and in other parts of the nation; and

WHEREAS, June 19th has a special meaning to African-Americans, and is called "JUNETEENTH" combining the words June and Nineteenth, and has been celebrated by the African-American community for over 150 years; and

NOW THEREFORE, the City of Marathon City Council hereby recognizes June 19th of 2025 as Juneteenth, and urge all citizens to become more aware of the significance of this celebration in African-American History and in the heritage of our nation and City.

Mayor Lynn Landry

June 10, 2025

Date

**CITY OF MARATHON
Millage/Budget Adoption Calendar
Fiscal Year 25-26**

City Meetings & Workshops are indicated in BLACK
TRIM Millage & Budget items are indicated in GREY

<i>June 1</i>	<i>Tentative Property Appraisal Value Available from Property Appraiser's Office</i>
<i>July 1</i>	<i>Property Appraiser Certifies Assessed Property Values on Form DR 420</i>
Tuesday, July 22	<u>Special Call City Council Meeting & FY25/26 General Fund Budget Discussion- 5:30PM</u> Council adopts proposed millage rate and selects dates, times and places for public hearings via resolution. Review of proposed General Fund budget.
<i>Wednesday, July 23</i>	<i>Submit DR-420 with proposed millage, dates, times, and places for public hearings to Property Appraiser (Due by Friday July 18th, but have approval submit on the 23rd)</i>
Tuesday, August 12	<u>City Council Meeting & If necessary, FY25/26 Budget Discussion- 5:30PM</u>
<i>NOTE: First Public Hearing must be between September 3rd and September 18th and can't conflict with Monroe County BOCC (Wednesday September 3rd , Wednesday September 10th) or Monroe County School Board Public Hearings (Tuesday July 29th, Tuesday September 9th). Final Public Hearing must be with 15 days of first public hearing.</i>	
Tuesday, September 9	<u>City Council Meeting 5:30</u>
Tuesday, September 16	<u>Special Call Council Meeting - First Public Hearing FY25/26 Budget- City Hall - 5:30 PM</u> First Public hearing to adopt tentative budget and millage rate
<i>Saturday, September 20</i>	<i>Advertisement of final public hearing</i>
Tuesday, September 23	<u>Special Call Council Meeting - Final Public Hearing FY25/26 Budget- City Hall - 5:30 PM</u> Final Public hearing to adopt final budget and millage rate



MONROE COUNTY SHERIFF'S OFFICE

RICHARD A. RAMSAY, SHERIFF

May 29th, 2025

Marathon City Council

Re: Monroe County Sheriff's Office City of
Marathon
Monthly Report: April 2025

Dear Council:

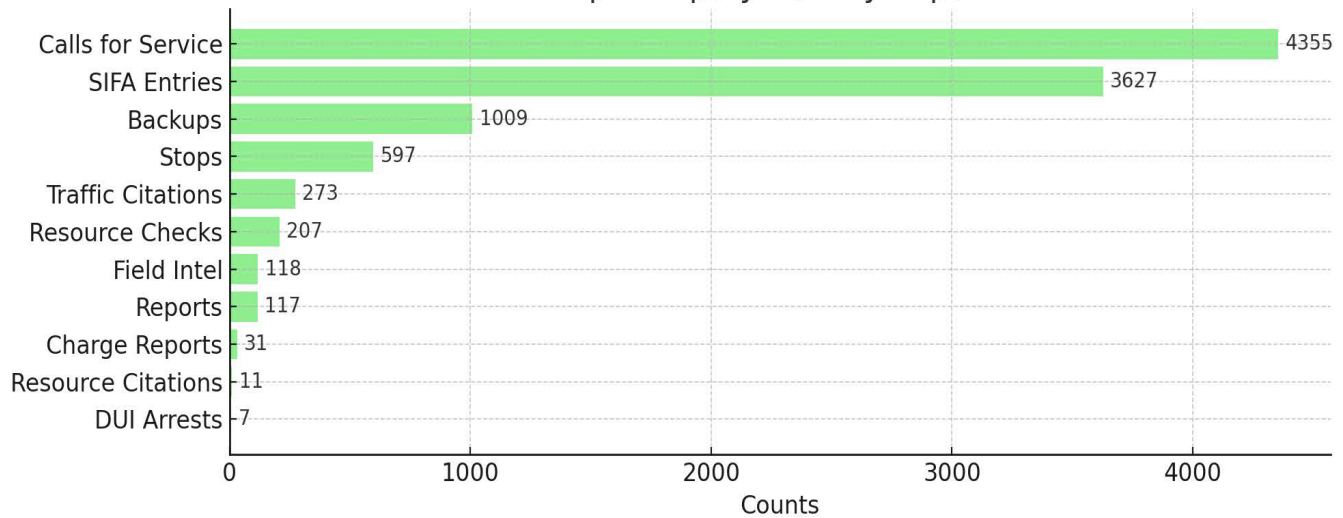
Enclosed is the District 4/5 April Monthly Report. This month activity has decreased from March in several categories due to training (red dot course, DUI basics, FLETC), vacations, FMLA and temporary assignments. The district conducted 597 traffic stops, issuing 273 traffic citations, 7 DUI arrests, 118 Field Intel Reports, and 11 resource citations. Additionally, the district continued its commitment to community involvement through events and clean up efforts.

In April, the Criminal Investigations Unit handled nine active cases, including six death investigations and three significant fraud and property crimes. The unit responded to multiple non-suspicious deaths in the Marathon area, coordinating with the Medical Examiner and conducting appropriate follow-up. Ongoing investigations included a grand theft case involving heavy equipment fraud, a reopened cryptocurrency fraud totaling \$38,900, a stolen vehicle tied to a serious crash in Davie, and cases involving contractor fraud, identity theft, and real estate wire fraud with a suspect now wanted for money laundering. The unit also continued to work on complex financial crimes involving multi-state fraud and high-dollar identity theft schemes. The unit ended the month with a 32% clearance rate.

There were no major incidents reported in the district this month. Deputies have remained proactive in addressing community concerns adhering to the Sheriff's philosophy of community involvement and ensuring cleaner, safer streets. Efforts in school zones and traffic enforcement have been sustained, further supporting our goal of enhancing public safety and maintaining community trust.



April Deputy Activity Report



Crime/Arrest Report:

MCSO25OFF002403: 240 Sombrero Beach Road (Warrant) Jasmine Janay Laster was arrested for violation of probation with the underlying charge of cocaine sale/manuf/deliver.

MCSO25OFF002425: Domestic Battery—240 Sombrero Beach Road- Gerry Pinson was arrested for intentionally grabbing his wife Holly Huntley by the wrists and pushing her backwards, putting his hand back with a closed fist appearing to get ready to hit Huntley, and Kicking my patrol car door and causing the door to bow outward.

MCSO25OFF2075- Warrant approved/active- animal abuse- Jerrel Willie Barnes DOB:04/01/1994 bond set at \$10000 each charge at \$5000- Extradition set all of the United States.

MCSO25OFF00002286: CHANNEL 2 Bridge - Resource Check- Arisley Rodriguez was actively engaged in fishing and found in possession of an undersized Mutton Snapper and issued a Criminal Citation.

MCSO25OFF002286: CHANNEL 2 Bridge - Resource Check- Duniesky Perez Ponce was actively engaged in fishing without a license and in possession of an out of season undersized Hogfish and an undersized Mutton snapper. Duniesky was issued a criminal citation.

MCSO24OFF009849 victim reported a fraud. Christopher Benedic Waldera stated he is a closing agent dealing with a fraud. Waldera said he acted as a closing agent for a deal for Christopher Coniglio to purchase 1135 Hackluyt Lane Cudjoe Key, FL 33040. The property was being listed by realtor John Lazara who was representing the fictitious seller, Dan and Kim Nurenberg. Waldera continues to say he had wired \$185,184.10 electronically to Citi Bank on September 30. On 01/22/2025 the Regions bank return came back. I contacted the suspect who admitted to being the owner of the account and stated that she's been in a relationship with a Phillip Jones who lives in Africa and has instructed her to make bank accounts. \$130,326.03 was returned to victim. The \$52,000 that Corniece sent to US Bank is still in the account. Warrant for the suspects arrest for money laundering is active. The funds in the bank account have been seized the bank is going to send the funds in the account to the victim in a check via mail. Active warrant for Money Laundering.

MCSO25OFF003469 Mave Taylor, a resident of a multi-unit apartment with shared facilities, encountered Gregory Hodgson Mena outside her door after using the bathroom. Taylor stated Hodgson had been repeatedly calling her prior to the incident. When she attempted to enter and close her door, Hodgson forced his way in and began choking her until she nearly lost consciousness. Neighbor Horace Billups intervened and forced Hodgson to leave after threatening to call the police. Hodgson, who lives nearby and is believed to work in Key West, has been taken into custody in District 1. An immigration detainer is in process. Suspect arrested for charges of burglary/battery of an occupied dwelling, aggravated battery, false imprisonment, and stalking.

Training:



Deputies staying proficient.



Breath Test Training Course



Mardi Gras Shootout at the Range

Community Involvement:



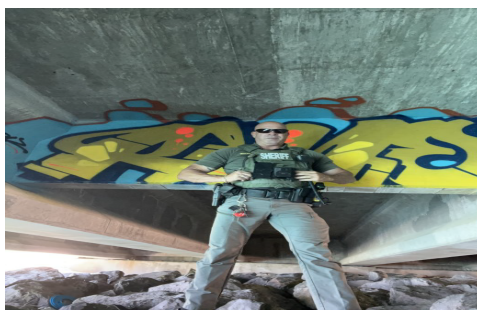
Stanley Switlick Truck Day



2025 Citizen's Police Academy



Supporting the community!



No Graffiti left untouched.



Meeting friends at Pawsitive Beginnings.



Supporting the Marathon Highschool School Play.



The deputy couldn't pass the opportunity to speak with members of our community.



Keeping our community clean!



Marathon Rec Baseball Dinner



Shopping Cart Patrol



Staying busy with multiple resource checks.



Stanley Switlick Truck Day

Personnel and Budget:

No budget concerns to report.

Respectfully,

Lieutenant David Fernandez
Station Commander
Monroe County Sheriff's Office

**MEMORANDUM
Grants Department**



MEETING DATE: June 10, 2025
TO: Honorable Mayor and City Councilmembers
FROM: Maria Covelli, Grants Coordinator
THROUGH: George Garrett, City Manager
SUBJECT: **Grants Report**

The Grants Department provides an update to the City Council monthly.

The following is provided as an update for Grant Department activities as of the date of submission.

**Amounts in (\$\$) are grant amounts, not necessarily project totals.*

ACTIVE GRANTS STATUS – Received since last meeting - Updates

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

- Had site visits at all plants with Dept. of Commerce Representatives to review project progression.
- Mobilization and active construction began on Power Conditioning & Surge Protection project – construction at 98%.
- Vacuum System Monitoring & Pump Upgrades are at 70% design, bid docs in process of being created.
- Flood Wall project has been value engineered, and we have submitted a request for grant increase to FL Commerce to help cover the additional cost
 - Received Resilient FL funding for flood wall project.

Hazard Mitigation Grant Generators – DEM (\$370,260.75) – completion date 03/31/2025

- Completed, waiting on proof of payment to submit for reimbursement.
- Received project deadline extension from DEM to 3/31/2025
- Fire Station Generator has been installed
 - They are currently working to replace pump needed for fuel lines
- Received **budget increase** of grant award to \$370,260.75 to cover the unexpected rising cost of the project (an increase of \$240,801.19)
- Marina Unit installation complete.
- Permits Issued

FCT Parks and Open Space (2018 grant program) – (1,488,000)

- Salty's/7 Mile Marina
 - Submitted Management Plan for FCT review
 - Received comments back from FCT to update review and resubmit
 - Submitted due diligence documents as required by FCT.
- FCT Required appraisals complete; Submitted to FCT
- Environmental Assessment Phase I completed.
- Put out request for quotes for Tier II EA as required by FCT
- PW Preparing RFQ for project services.

TDC FY25 Bricks and Mortar – Capital

- Information and Security Station at Sombrero Beach (\$150,000)
 - Received extension approval for completion to 9/2026.
 - Coordinating with TDC for extension to FY26 for completion
 - On DAC III agenda for April
 - Meeting with engineer to layout project
 - Project is in early design stages
- Reconstruct Finger Piers and Electronic Sign at 7-Mile Marina (\$502,700)
 - Completing Tourist Impact Study as required by grant contract.
 - Received extension approval for completion to 9/2026.
 - Coordinating with TDC for extension to FY26 for completion
 - On DAC III agenda for April
 - Project planning in process

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

- Waiting for grant agreement from FDOT
 - Executed Grant Returned to FDOT
 - Grant contract in process
- Bicycle and Pedestrian Master Plan
 - Presented project at FDOT Dist. meeting.

TDC FY 2023 Capital Funding

- Quay restroom project (\$245,000) – completion date by 9/30/2025
 - Project Completed – wtg on proof of payment to submit for reimbursement
 - Walk thru completed / Punch list to be completed as noted
 - **Construction has begun!!!!**
 - Awarded to Pedro Falcon
 - Received grant extension to 09/30/2025
 - Schematics are completed.
 - In process of finalizing costs for approval
- Beach Raking and Maintenance (Coco Plum & Sombrero) (\$203,050) – completion date 9/30/2025
 - Received fully executed agreement.
 - Work underway.

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

- Waiting on grant agreements from FDOT
- Received breakout from FDOT timeline/budget: Design 2026; Construction 2028
- Awaiting grant agreements from FDOT
 - Aviation Blvd Lighting (\$1,000,000)
 - Mitigate Sombrero Beach Rd sidewalk flooding at curve (\$333,288)

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

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

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

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

DOT Safer Streets 4 All Grant Program – (\$240,000)

- Contractor has started collecting data and doing surveys
- Create a Complete Streets Program.
 - Received fully executed grant agreement
 - Project out for bid
 - Received bids - Stantec awarded – working on contract
 - Completed and submitted FHWA Required Checklist

Tourist Development Council FY24 Capital Improvement DAC III Round 3 Events Tiki at Oceanfront Park (\$201,495)

- Events Tiki at Oceanfront Park
 - Complete with the exception of the signage and reimbursement
 - Pavers have started
 - Tiki is being erected
 - Received fully executed agreement from TDC
 - PW getting bid package ready to go out

House/Senate Appropriations Project Funding Request (\$150,000)

- Boat has been chosen and purchased/build is in process/hull number assigned.
- Fire/Rescue is checking out different boats.
- Purchase of Rescue Boat with Fire Capabilities

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

- Raise 92nd Street Phase I – Design and Engineering
 - Returned signed grant contract
 - Received grant contract, under internal review
 - Received grant for design and engineering
 - Awaiting the grant contract

RECEIVED - FDOT Beautification Grant – (\$112,000)

- Had kickoff meeting with FDOT
- Design underway
- Plant along the Overseas Heritage Trail along airport
- Met with Landscape Architect to walk the project

RECEIVED _ FY30 Department of Transportation – Transportation Alternatives Program – Funding Cycle 2030

- Complete Coco Plum Multi-Use Trail and add Lighting (\$1M)
 - Wtg on Grant Documents
- Lighting for Existing Coco Plum Multi-Use Trail (\$1M)
 - Wtg on Grant Documents

RECEIVING - FDEP Resilient Florida (25/26) – Sombrero Blvd Drainage Improvements (\$1,207,685)

- Scheduled in Statewide Plan for Year 1
- Awards will be announced after July 1st.

RECEIVING - FDEP Resilient Florida (25/26) – Area 6 WWTP Flood Wall (\$1,749,812)

- Scheduled in Statewide Plan for Year 2
- Awards will be announced after July 1st.

RECEIVING - FDEP Resilient Florida – 92nd Street Improvements (\$567,500)

- Scheduled in Statewide Plan for Year 3
- Awards will be announced after July 1st.

GRANT APPLICATIONS SUBMITTED - Submitted since last meeting – Updates

Tourist Development Council FY26 Capital Improvement Projects Submitted 4/22/2025

- June 25th – DAC III meeting to discuss applications and awards
- Upgrades to Oceanfront Dog Park (\$120,000)
- Sombrero Beach Renourishment (\$500,000)
- Multi-Year Beach Cleaning Grant (\$589,000)
- Concession Stand/Restroom Comm Park East Side (\$450,000)
- Rebranding (repainting) at Community Park – Pavilion, Tower, Restroom Bldg, and Office Bldg (\$40,000 under two projects)

Resilient Florida – multiple applications – submitted 8/30/2024

- Raise 92nd Street (\$567,500) – on the HMGP – *see above*
- Marina Seawall Replacement (\$1,855,000)
- Area 6 Floodwall (\$1,748,812) – *see above*

Florida Keys Stewardship Grant

- Deep Well project

FL Recreation Development Assist Program 24/25 (FRDAP) - two applications – submitted 9/24/2024

- Raise Jessie Hobbs to Mitigate for flooding (\$200,000)
- Install Pickleball Courts at Oceanfront Park (\$108,746)

Under Evaluation - Hazard Mitigation Grant Program for Ian (\$800,000) – Submitted 8/29/2023

- RECEIVED FUNDING FOR PHASE I – DESIGN AND ENGINEERING
- Raising 92nd Street – (\$800,000)
- Submitted additional historical data for flooding at this location
- FDEM Engineering has approved budget
 - Next step is to send to FEMA for review (expected to be to FEMA by 12/1/24)
- Provided State requested additional pre-award documentation and information

Assistance to Firefighters – Submitted 12/13/2024 (\$126,000)

- Expected to start announcing awards in July 2025
- 30 new radios and accessories

HMGP – Watershed Planning Program – Update Stormwater Master Plan (\$270k)

- Submitted 1/31/2025

Boating Improvement Funds – Channel Signage at 7 Mile Marina (\$40k) – Submitted 3/20/25

- Channel Markers and Buoys for 7-Mile Marina Channels

CDBG Small Cities Grant – Raise Jessie Hobbs Flooding Mitigation – (\$450,000)

- Submitted
- Received information to apply – due May 2nd.
- Requested application and information

GRANT APPLICATIONS IN PROCESS - New since last meeting

Hurricane Loss Mitigation Program (HLMP) – Raise Jessie Hobbs Flooding Mitigation

- Received application guidance and link
- Letter of Intent Submitted 1/29/2025

Florida Recreational Trails Program – next cycle TBA (usually 1st part of year)

- Grassy Key Birding Boardwalk Trail Construction (when planning is complete)
- 7 Mile Corridor

FDOT Transportation Alternatives – opening TBA

- Sidewalk and Lighting on Sombrero Blvd

SAFER Grant – \$3M – Opening 5/22 - 7/3

- Met with MFR to discuss data needed for grant app when it opens.
- Currently reviewing last year's app and updating information.
- Additional Personnel Marathon Fire Rescue
 - Submitting costs for (9) personnel for (3) years.

COMPLETED GRANTS - New since last meeting - Updates

GRANTS NOT RECEIVED New since last meeting

CANCELLED GRANTS New since last meeting



CITY OF MARATHON
PUBLIC WORKS

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

MEMORANDUM

DATE: June 13, 2025

TO: Honorable Mayor and City Councilmembers

FROM: Carlos A. Solis, P.E. Director of Public Works & Engineering

THROUGH: George Garrett, City Manager

SUBJECT: Public Works Update

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

Capital Infrastructure Projects

- **117th Street, 116th Street & 112th Street Bridge Replacement:** Design is proceeding for all three bridges for a full bridge replacement. We expect design, permitting, and FDOT approval by the end of the year, and construction to begin in early 2026.
- **Quay Property Re-Development:** We have the final plans for the site work, site electric and lighting, and pavilions, and the project will be let out to bid this month. The permits to the ACOE and FDEP for the new boat ramp and restoration of the seawall and shoreline are currently being reviewed by the agencies.
- **Sombrero Beach Information/Security:** Bids were received last Wednesday and were not evaluated prior to the completion of the report and Council Meeting agenda. The recommendation for the award will be brought to the council at the next meeting.
- **City Hall Modification:** The project is moving forward with approval of lead items. Upon confirmation of delivery of the longer-term lead items, a final schedule will be provided. The work in the lobby area will not commence until all material and equipment is delivered and readily available. To minimize the time of disruption. During this work, we will set up the reception area and a building department tech in the foyer for access to the public.
- **Seven Mile Marina Docks:** We extended the bid date to make certain revisions to the plan for clarity. We expect to bring the recommendation of ward at the next council meeting.

- **Marina Bump-Out Demo and Wall Construction:** The work is complete, and the contractor is working on a couple punch list items. All inspections with the building department are complete and passed.
- **Community Park Soccer Field Re-Sodding:** The bids for the re-sodding of the soccer field have been formally rejected. There were only two responses, and both were deemed not to be in the City's best interest. Due to the timing and the upcoming season, the project will be delayed until after the Seafood Festival next March.
- **92nd Street:** We met with our selected consultant on the project, and we are negotiating the final scope and contract for the design to raise the road.
- **Community Park Skate Park:** The contract has been executed, and the demo of the existing improvement has begun. Plans are in for the issuance of permits for the balance of the work.
- **Community Park Splash Pad:** We have received design and layout alternatives for the new splash pad and have collectively agreed upon a layout, see attached. We are working with Aquatix and will piggy-back a contract with the City of Key West using SourceWell contract. Our team toured two different facilities in Key West, provided by separate companies, and looked at both long term maintenance and operations, as well as initial installation, and determined that the Aquatix system is far superior in terms of operation and maintenance. We are currently working on design and pricing for the system and are hoping to bring a contract to council at the June meeting. The sitework preparation for the area will be performed with the sitework for the Skate Park.

Upcoming Projects:

- **Seven Mile Marina:** We recently had a meeting with our AE firm to go over corrections needed on the plans. We expect to have this project out to bid this month, and under construction by early fall.
- **Sombrero Beach Road Bike Path Improvements:** Staff will begin the selection process for a consultant to prepare plans for the stormwater and bike path improvements at the curve on Sombrero Beach Road. The plan will raise the bike path and add an injection well for discharge of area runoff.
- **Oceanfront Pickleball Courts:** The plans for the courts are being completed by a consultant.

- **Oceanfront Park Exercise Station:** City staff have begun the installation of the new exercise equipment at Oceanfront Park and expect it to be complete within the next two weeks.
- **Master Drainage Plan:** We are coordinating with one of our consultants for the update of the City's Master Drainage Plan, which was initially prepared when the City incorporated. We are pursuing a grant application to cover the cost of the plan update.

General Public Works Issues and updates:

- **Building Plan Review:** The Public Works & Engineering department has processed 98 permits reviews for Engineering and Utilities, and 89 total inspections for projects requiring engineering and utilities review and inspections in the month of May.
- **US 1 – FDOT Maintenance Agreement:** The agreement of the maintenance of the US 1 corridor is executed, and we are in the process of completing our equipment purchase and hiring of additional personnel for the anticipated July 1 start date.
- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees are as follows.

May Gross Income: \$122,397.65

2025 Gross Income YTD: \$707,674.75

- **Radar Speed Sign:** We have delivery of the portable radar sign and be placing it at locations throughout town, in particular the collector roads, The trailer mounted sign collects and stores data, not on particular vehicles, but provides information on the degree of speeders in the area placed. We will use this information to establish the best location for the permanent signs. We now have a total of 10 post-mounted signs that we will install in locations as determined by the information collected.
- **Baseball Field Batting Cage:** Public Works staff has completed the new batting cage adjacent to the south field at Community Park:
- **Parks/Beach Beautification:** Staff have completed the installation of new landscape and flowers at Community Park and Sombrero Beach.

- **Right of Way Maintenance Items.** Landscaping has been installed in the swale along the curve on Sombrero Beach road as you approach the beach. We have also added new landscaping along the Aviation Blvd. trail area to provide some color and aesthetics to the area. Staff have trimmed all Palms in the vicinity of Sombrero Beach in anticipation of the July 4th celebration. The Coconut Palms on the beach have also been trimmed and cleared of coconuts.
- **Invasives Removal:** Public Works staff have begun to remove the invasives encroaching in the dunes at Sombrero Beach.

Memorandum

Date: May 30, 2025

To: Honorable Mayor and City Council

From: Scott Williamson, Parks and Recreation Director

Through: George Garrett, City Manager

Subject: Parks and Recreation Monthly Report

May 2025

Parks and Recreation Report

PROGRAMS

- Pickleball is still popular each day for open play at Community Park from 9am-1pm. Average of 15-20 players on the courts
- Fitness and Exercise class each Monday/Wednesday/Friday morning is still going strong at an average of anywhere from 8-12 people despite the heat
- Stanley Switlik had several “class” days at the park and all the kids and teachers said they had a blast
- Start Smart Soccer for 3-5 years olds wrapped up the first session and all the kids had a great time, it was a very popular program
- We began our Adult Softball league-teams seem to be having fun.
- Summer Camp starts in June and registration is filling up fast
- We have our Weekly Wednesday evening Garden information program
- Adult Basketball and Volleyball are still going pretty strong at the High School each week.

EVENTS

- Leadership Monroe had their Nautical Fun in the Sun even and Graduation-by all accounts it was a success based on everyone’s feed back
- The HEY DUDE show company contacted us, and we allowed them to shoot a TV commercial at Coco Plum-which was a pretty neat experience
- We had 3 Turtle releases at Sombrero.

REPAIRS AND IMPROVMENTS

- A beautification project was started at Sombrero Beach that included some new landscaping
- A new bathroom was opened at the Quay
- New Batting Cage was installed at Community Park
- New Basketball Rims and Goals being installed
- Improvements to Dog Parks being planned
- Plans for the new pickleball courts behind city
- Workout equipment is being installed behind City Hall at Ocean Front Park
- Working on putting a gate up and Rotary Park
- Locks are being replaced at all parks
- Repairs were made to Jesse Hobbs Bathroom
- Grants were used for many of the above projects
- Master Calendar being prepared to list events and seasons
- Created a Facebook page to promote events and happenings
- Repairs to irrigation at Community on Park are on going

MAY '25 BREAKDOWN

PERMITS READY FOR PAYMENT: 153 / \$727,811

AVERAGE TURN FOR MONTH: 12.5 days

ACTIVE PERMITS: 1041

CO'S ISSUED MONTH: 2 Residential

REPLACEMENTS: 1

BPAS: 1

AFFORDABLE/EARLY EVAC BPAS: 0

TBR HOMES: 0

REQ'S FOR PRIVATE PROVIDER: 38

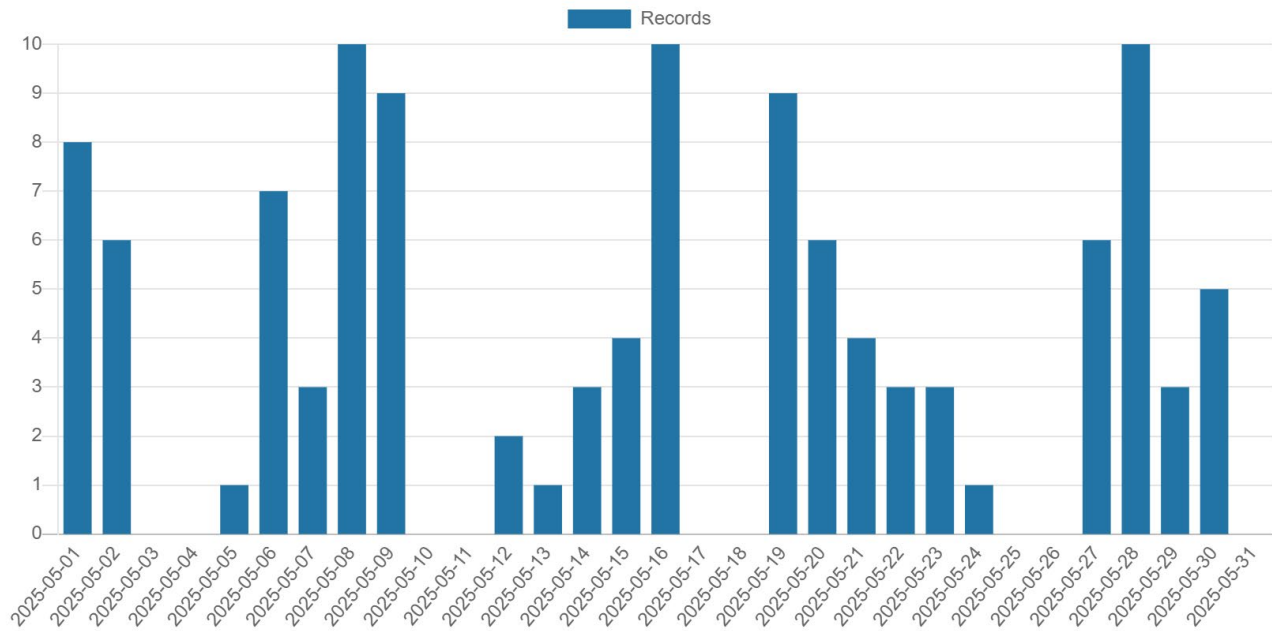
PERMITS SUBMITTED THIS MONTH: 91

PERMITS ISSUED THIS MONTH: 107

REVISIONS ISSUED THIS MONTH: 2

CONTRACTOR REGISTRATIONS: 21

Records submitted over time



Totals



114

Records Created



836

Inspections Done



\$122,714.45

Revenue Collected



107

Permits Issued

Memorandum

To: Honorable Mayor and City Council Members

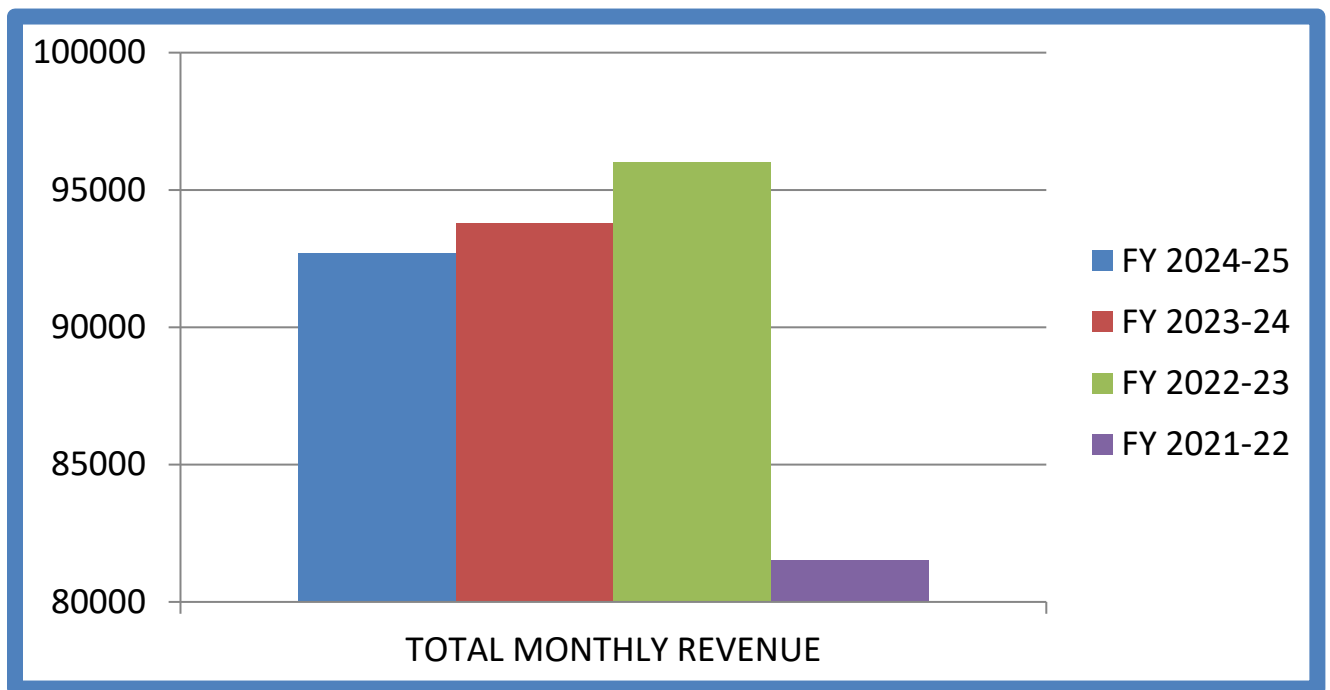
Through: George Garrett, City Manager

From: Sean Cannon, Ports Director

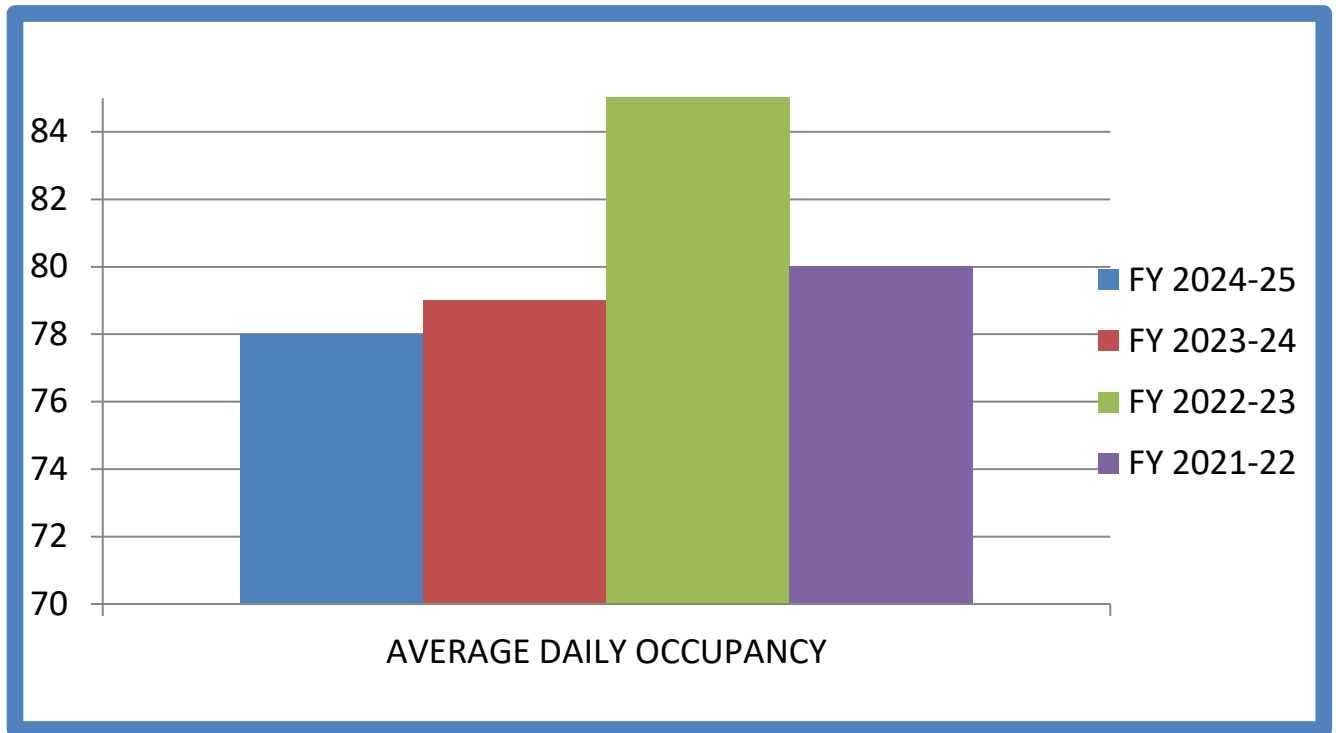
Date: June 10, 2025

Re: May Monthly Report

Revenue: City Marina saw \$92,675 in total revenue for the month of May.



Occupancy: May's average daily occupancy was 78%



TOTAL TRANSIENT ARRIVALS:

***IN-STATE VESSELS: 36**

***OUT-OF-STATE VESSELS: 18**

***FOREIGN VESSELS: 0**

***TOTAL VESSELS: 54**

News: Our ice machine is currently not working and looking for a replacement as repairs to it has failed. Our wall demo and building a flush wall is complete and it looks great. The first step into replacing our seawall.

Projects: The marina improvements and summer projects are applying non-skid floor paint to the floating docks, fire treat our tiki huts, revamping our marina mural as well as improving the landscaping by buying and inserting more bushes/flowers.

CITY OF MARATHON

Memorandum



Meeting Date: June 10, 2025

To: Honorable Mayor Lynn Landry and City Council Members

Through: George Garrett, City Manager

From: Ted Lozier, P.E. Code Compliance Director

Subject: Code Compliance Report

May 2025 Activity:

Complaint Investigations	104
New Code Cases	23
Code Cases Closed	24
May Hearing – cases	9
June Hearing - cases	9
Trash Service Violations	4
Trash Violation/Other Citations	1
Stop Work Orders Posted	7
Vacation Rental Violations	12

One hundred four new code complaints/possible violations were investigated, 23 new code cases were opened, and 24 code cases were closed.

Nine cases were scheduled for the May Code Compliance Hearing; 3 cases were withdrawn by stipulated settlements; 1 case was granted a continuance, 1 case was provided more time to provide information to settle the case, and the remaining 4 were found in violation. The next code hearing is scheduled for Thursday, June 12, 2025 at 2:00 P.M. at Marathon City Hall Council Chambers, 9805 Overseas Highway, Marathon, FL. Nine cases are scheduled for the hearing.

Code Responses & Permit Reviews: 648 and 97

In May, staff responded to 648 code follow-up actions and inquiries received by telephone, email, online, or in-person. Staff also conducted 97 permit reviews.

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-52**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, PROVIDING RECOMMENDATIONS FROM THE POTENTIAL SOLUTION LIST OF PROJECTS WITHIN APPENDIX G OF THE APPROVED U. S. 1 TRANSPORTATION MASTER PLAN TO IMPROVE TRAFFIC FLOW, ALLEVIATE CONGESTION, IMPROVE SAFETY AND ASSIST IN IMPROVING THE LEVEL OF SERVICE ON U.S. 1.

WHEREAS, the Florida Keys are a chain of islands that are connected to each other and the mainland by 112 miles of US Highway 1 (U.S. 1), extending from Key Largo to Key West; and

WHEREAS, traffic issues on U.S. 1 affect the health, safety, welfare, economic sustainability and quality of life of the residents and visitors to the Florida Keys; and

WHEREAS, the Florida Keys are dependent on a safe, attractive, resilient, sustainable, and efficient access and travel along U.S. 1 throughout Monroe County; and

WHEREAS, on March 18, 2020, the Monroe County Board of County Commissioners approved the completion a Transportation Master Plan to provide recommendations for U.S. 1 improvements to remedy Level of Service issues and to improve traffic flow within Monroe County and multimodal improvements; and

WHEREAS, the development of the U.S. 1 Transportation Master Plan includes reviewing relevant existing data, such as traffic volumes, crash data, transit information; meetings with stakeholders to get input on transportation issues and improvement opportunities; public input from numerous sources and public meetings; analyzing these factors to identify potential issues and develop potential high-level solutions, including roadway and multi-modal solutions to address the needs of pedestrians, bicyclists, public transit, and vehicular traffic; and

WHEREAS, the U.S. 1 Transportation Master Plan was developed in coordination with the public, stakeholders, and municipalities; and

WHEREAS, the U.S. 1 Transportation Master Plan was provided to the municipalities in draft and final format to encourage each community to review the Potential Solution List and provide feedback to the County; and

WHEREAS, on October 20, 2021, at their regular meeting, the Monroe County Board of County Commissioners adopted the U.S. 1 Transportation Master Plan; and

WHEREAS, the U.S. 1 Transportation Master Plan recommended potential project list

will be further reviewed by the Monroe County Board of County Commissioners to evaluate the opportunities, constraints and to select and prioritize the projects at future meetings; and

WHEREAS, the municipal jurisdictions are encouraged to provide the Monroe County Board of County Commissioners with recommendations from U.S. 1 Transportation Master Plan recommended potential project list; and

WHEREAS, it is anticipated that the compiled list of potential projects from the County and municipalities will be prioritized through the review and input from the Florida Keys Transportation Coordination Committee (FKTCC), and the FKTCC will provide an overall recommendation to the Monroe County Board of County Commissioners via a FKTCC resolution; and

WHEREAS, it is anticipated the Monroe County Board of County Commissioners will adopt a resolution with the entire prioritized project list, with the coordinated submission to Florida Department of Transportation (FDOT); and

WHEREAS, coordinated and comprehensive solutions are necessary for the traffic flow, congestion, safety and other transportation issues that affect the Florida Keys; and

WHEREAS, the FDOT is tasked with providing a safe statewide transportation system that ensures the mobility of people and goods, enhances economic prosperity, and preserves the quality of our environment and communities, and

WHEREAS, the partnership with FDOT is important to address and solve transportation issues affecting the Florida Keys and recognizing the importance of and support for maintaining a safe, resilient and efficient access and travel along U.S. 1;

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. Pursuant to the goals of improving traffic flow, alleviating congestion, improving and maintaining the level of service for U.S. 1, enhancing safety and improving intermodal transportation systems, the City of Marathon has identified recommendations from the potential solution list for the traffic goals listed above.

Section 3. The City of Marathon does hereby provide the following recommendations as attached as Exhibit A and incorporated herein.

Section 3. The recommendations are being provided to assist in identifying transportation projects to evaluate and forward to the Florida Department of Transportation.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF JUNE, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

Reference #	Key	Project Description	Implementation Schedule	Improvement Category	FDOT FM #
Tier 1					
Project #					
NEW	Multiple	Keys-Wide Bike - Pedestrian Master Plan	Short-term	Safety	
166	Multiple	Develop a Mobility On-Demand Application to assist users with trip planning and mobility options along US 1	Long-term	Technology	
NEW	Multiple	Construct a dedicated bike/pedestrian bridge from Stock Island to Key West at the Cheryl Cates bridge	Mid-term	Safety/Roadway	
NEW	Multiple	Eliminate FDOT Weigh Station @ Snake Creek Bridge. Use available electronic scan technology	Mid-term	Transit	
NEW	Multiple	Inter-Island Ferry Feasibility Study	Short-term	Transit	
NEW	Multiple	Intelligent Transportation System for the traffic signals throughout the Keys	Short-term	Technology	
79	Multiple	Conduct a feasibility study to add a "NO U-TURN" sign for SB left-turn traffic to reduce conflicts with westbound right- turn traffic at the intersection of US-1 and Sombrero Beach Road	Short-term	Safety	
24	Multiple	Conduct a planning study to evaluate the feasibility of a Park-n-Ride Hub, fixed route circulator, micro transit, bike sharing, and/or scooter-sharing services to provide first/last mile connections to complement public transit	Long-term	Transit	
NEW	Key West	Solutions to user group conflicts on N. & S. Roosevelt sidewalks	Mid-term	Operations/Safety	
NEW	Key West	FDOT funded elevation of Truman/Jose Marti intersection	Short-term	Safety/Roadway	
22	Stock Island - Key West	Evaluate the need for signing, pavement marking and sight distance improvements along the bike lanes in the vicinity of the Hurricane Hole Marina (near College Road South)	Short-term	Signing/Marking	

NEW	Marathon	OHT improvements: Stop signs on trail at intersections with streets, safety issue for peds and bicyclists with side street traffic	Long-term	Signing/Marking	
NEW	Marathon	Move 35 MPH signs from front of 3421 OSH to 4095 OSH reducing the speed from 45-35 in front of the community park	Mid-term	Transit	
NEW	Key Colony Beach	Conducting pedestrian crossing safety study at US1 and Sadowski Causeway.	Short-term	Safety	
98	Key Colony Beach	FDOT Traffic Operations Office is conducting a safety study at the intersection of US-1 and Coral Lane	FDOT is Currently Evaluating	Safety	
99	Key Colony Beach	FDOT Traffic Operations Office is evaluating a request for restriping and fixing the damaged pavement at the US 1 and Coco Plum Drive intersection. The request stated that bicyclist have a hard time making a left at Coco Plum Drive	FDOT is Currently Evaluating	Maintenance	
NEW	Islamorada	Implement lighting improvements per Islamorada lighting study currently in progress in coordination with MCSO.	Mid-term	Lighting/Safety	
NEW	Islamorada	Identify & implement roadway safety improvements at the south end of Upper Matecumbe/Tea Table.	Mid-term	Safety	
NEW	Islamorada	Conduct study to identify potential ped/bike safety improvements at existing bridge crossings while maintaining shoulder as breakdown lane	Mid-term	Safety	
NEW	Islamorada	Conduct a study to identify improvements to alleviate US-1 traffic flow due to cars merging from SR-4A at MM83.3 and MM85.3.	Mid-term	Transit	
NEW	Islamorada	Design/Implement ROW Planting/Landscaping projects on north end of Upper Matecumbe, Windley Key, and Plantation Key	Mid-term	Transit	
NEW	County	Install Burton Drive right-turn onto US1	Short-term	Safety/Roadway	
NEW	County	Publix/Affordable Housing project, MM92.5 Key Largo. Feasibility study for sufficient right-turn lane and dedicated left-turn lane(s) to north	Short-term	Safety/Roadway	
NEW	County	Conduct intersection improvement evaluation of Key Deer Blvd, Wilder Rd. and US 1.	Short-term	Safety/Roadway	
NEW	County	Widen/Lengthen right turn lane on to College Road from the Key Haven entrance	Mid-term	Safety/Roadway	

Tier 2 Priority
Projects

NEW	Marathon	Increase digital speed limit signs throughout Marathon and the Keys	Short-term	Safety	
NEW	Marathon	Increase minimum speed limit signs similar to those on 7 mile Bridge			
NEW	County	Traffic flow analysis and access management update	Mid-term	Safety	
NEW	County	4-lane of planned bridge replacements and 4-lane of US1 where feasible to improve traffic flow			
7	Key West	Conduct a lighting evaluation study at crosswalks along S. Roosevelt Blvd.			
16	Key West	Dedicated left turn at Truman and White St.			
NEW	Key West	Dedicated left turn at N. Roosevelt and Palm	Short-term	Safety	
6	Key West	Conduct a review to improve pedestrian and bicycle features at the US1/Roosevelt Boulevard intersection	Mid-term	Safety	
7	Key West	Conduct a feasibility study to widen sidewalks on the southside of North Roosevelt Blvd	Mid-term	Safety	
16	Key West	Review and identify potential pedestrian and bicycle signing/pavement marking improvements along US 1 from Roosevelt to E. College Rd.			
84	Key Colony Beach/ Marathon	Conduct a study to determine the location and need for a pedestrian crossing on the south end of Marathon	Mid-term	Operations	
87	Key Colony Beach/ Marathon	Conduct a feasibility study to widen US 1 from 11th Street Ocean to 15th Street	Long-term	Roadway	
NEW	Islamorada	Conduct a study on identifying areas that would benefit from dedicated right turn lanes throughout Islamorada.			

106	Islamorada	Conduct a study to determine methods to reduce speeding/crashes South end of Robbie's Marina (MM72-73) Islamorada			
NEW	Islamorada	Conduct a study on impact of further limiting the amount of daily openings for snake creek drawbridge to reduce traffic interruption.			
NEW	Islamorada	Pave two southbound lanes from Coral Shores to San Pedro Church to alleviate school traffic in conjunction with current FKA construction			
Proposed Freight Priority Projects					
Proposed Freight Priority 1 Project	Islamorada	ROW sufficient to provide a single SB RT Lane for access to businesses north of US 1, restricting access to a single entrance. (200 ft full width).		Road Resurfacing	449738-1
Proposed Freight Priority 1 Project	Islamorada	Sufficient ROW is available to provide a continuous SB RT lane from Suburban Propane to AmeriGas (1,125 ft full width).		Road Resurfacing	449738-1
Proposed Freight Priority 2 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,900' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks. No additional TWLTL as there is already one.		Road Resurfacing	452558-1
Proposed Freight Priority 2 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,300' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks. ROW also adequate for median left turn lane treatment extending east of Key Deer intersection (approx. 1,000').		Road Resurfacing	452558-1
Proposed Freight Priority 3 Project	Summerland to Little Torch	Continuous EB and WB right-turn lanes (appx 1,200' of full width each way) could be feasible as ROW appears to be adequate. Potential interference with sidewalks and bus stops. No additional TWLTL desired as there is already one		Road Resurfacing	452558-1
Proposed Freight Priority 3 Project	Summerland to Little Torch	Apparent sufficient ROW exists for these turn lanes. Potential interference with bus stop. From Sands Rd to 2nd St.		Road Resurfacing	452558-1

Additional Comments/Information	FDOT Action
Requires coordination with FDOT, Key West Transit, and Miami-Dade Transit; potential R/W impacts	
Requires coordination with FDOT, Key West Transit, and Miami-Dade Transit; potential R/W impacts	
This area of US1 is very congested with multiple forms of transportation converging. A dedicated crossing for bike/pedestrian traffic would be the safest solution.	
The left in and left out of southbound trucks is a safety concern as well as a flow of traffic problem.	
Inter-island ferry service has long been contemplated in the Florida Keys. This would directly remove cars from US1.	
The ability to control traffic flow from a remote location at FDOT and/or the Sheriff's office is key to keeping traffic flowing.	
Key Largo, Stock Island, Marathon, Big Pine	
Potential right-of-way impacts. Requires coordination with stakeholders and public acceptance	Future planning study when current road work on S. Roosevelt is completed in early 2025

Requires road speed evaluation	
This evaluation and implementation needs to be done simultaneously with the developer. Waiting until the development is complete and there is an issue will be too late.	
The intersection continues to see more and more use. A proper evaluation of potential solutions for both traffic flow and safety are needed.	
This would help both traffic flow as well as safety at this intersection.	

	Signage and signalization have both been addressed by FDOT.
Study modern alternative intersection designs that could alleviate traffic and help safety	
Potential access management impacts; requires public involvement	TAP: Transportation Alternative (non-motorized travel choices)
Requires modifications to Monroe County Comp Policies; potential access impacts; requires public involvement	CIGP

SR 5/US-1/OVERSEAS HWY FROM WEST OF VENETIAN BLVD TO FRONTAINE DRIVE Phase II-60% Letting 2/25/2026	
SR 5/US-1/OVERSEAS HWY FROM WEST OF VENETIAN BLVD TO FRONTAINE DRIVE Phase II-60% Letting 2/25/2026	
SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	
SR 5/US-1/OVERSEAS HWY FROM MM 29.5 TO MM 31.40 - Design Not Started - Letting 3/31/2028	

COUNCIL AGENDA STATEMENT



Meeting Date: June 10, 2025

To: Honorable Mayor and City Councilmembers

From: Jennifer Johnson, Finance Director

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-53**, Amending A Grant Agreement With The Florida Department Of Environmental Protection For the City of Marathon Service Area 3 Wastewater Treatment Facility Expansion; Authorizing The City Manager To Execute The Grant Amendment On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City was awarded a \$1,500,000 grant from FDEP for the service area 3 expansion project. The City already has an existing grant agreement for this project, therefore, Amendment #4 will increase the FDEP LPA0080 grant by the \$1,5000,000 bringing the total grant to \$6,558,189. This amendment also extends the grant for an additional two years, until October 31, 2027.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u>X</u>	_____
2. Other – 2010 Sewer Mandate	_____	_____
3. Not applicable	_____	_____

FISCAL NOTE:

Approval of this agreement will provide the City with cost reimbursement funding up to \$6,558,189 for the City of Marathon service area 3 wastewater treatment facility expansion.

RECOMMENDATION: Approval of Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-53**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING A GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE SERVICE AREA 3 WASTEWATER TREATMENT FACILITY EXPANSION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AMENDMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Department of Environmental Protection (DEP) has provided a grant amendment for reimbursement funding for the City of Marathon service area 3 wastewater treatment facility expansion; and

WHEREAS, the City Council desires to approve the grant amendment with DEP for City of Marathon service area 3 wastewater treatment facility expansion for an additional \$1,500,000 of funding that was appropriated by the State in FY2024 and extend the agreement to October 31, 2027.

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

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

Section 2. The City Council hereby approves the Grant Agreement, in Exhibit “A,” with the Florida Department of Environmental Protection for canal and culvert projects.

Section 3. The City Manager is authorized to execute the Grant Agreement with the Florida Department of Environmental Protection.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF JUNE 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steven Williams, City Attorney

**AMENDMENT NO. 4
TO AGREEMENT NO. LPA0080
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF MARATHON**

This Amendment to Agreement No. LPA0080 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Marathon (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Marathon Service Area 3 Wastewater Treatment Facility (WWTF) Expansion (Project), effective January 22, 2020; and,

WHEREAS, \$1,500,000 in additional funding for this Project is provided under Line Item 1736 of the 2024-2025 General Appropriations Act; and the total funding for this Agreement is now \$6,558,189.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1736 of the 2024-2025 General Appropriations Act begins on July 1, 2024; and,

WHEREAS, an extension to the Agreement is needed to provide additional time to complete the Project; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to October 31, 2027. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$6,558,189.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Keys, GAA LI 1580A, FY 18-19, GR	\$728,989.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Keys, GAA LI 1660A, FY 19-20, LATF	\$829,200.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Keys, GAA LI 1709, FY 23-24, GR	\$3,500,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Keys, GAA LI 1736, FY 24-25, GR	\$1,500,000.00
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$6,558,189.00

3. Attachment 3-4, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-5, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-5, Revised Grant Work Plan.
4. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

5. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF MARATHON

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

George Garrett, City Manager
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Sarah Louissaint, DEP Grant Manager

Nathan Jagoda, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-5	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-5 REVISED GRANT WORK PLAN

PROJECT TITLE: Marathon Service Area 3 Wastewater Treatment Facility (WWTF) Expansion

PROJECT LOCATION: The Project will be located in the City of Marathon within Monroe County; Lat/Long (24.7126, -81.0873). See Figure 1 for a site plan.

PROJECT BACKGROUND: The City of Marathon (Grantee) adopted the planning documents for the Marathon Regional Wastewater Project in October of 2006. The project was funded through a combination of State Revolving Fund (SRF) loans, grants, and property owner assessments. The initial phase was completed in 2009.

This project will improve the Grantee's central wastewater treatment system and will positively affect the water quality in their canals and adjacent nearshore waters, which include Florida Bay and the Atlantic Ocean within the Florida Keys National Marine Sanctuary and surrounding the Florida Keys Area of Critical State Concern.

PROJECT DESCRIPTION: The Grantee will design, permit, and construct a plant expansion for the Service Area 3 Wastewater Treatment Facility. The work includes design for conversion of the existing digester tank into a fourth sequencing batch reactor tank which will increase the capacity of the treatment facility by 20 percent.

The Grantee will also construct a re-pumping station to allow wastewater collected in Service Area 3 to be diverted to the Service Area 4 WWTF for treatment and disposal.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Preconstruction Activities

Deliverables: The Grantee will complete the design of the plant expansion for the Service Area 3 WWTF and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this task.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this task. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package and publish notice and solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the plant expansion for the Service Area 3 WWTF.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Construction

Deliverables: The Grantee will construct the plant expansion for the Service Area 3 WWTF and the re-pumping station in accordance with the construction contract documents.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

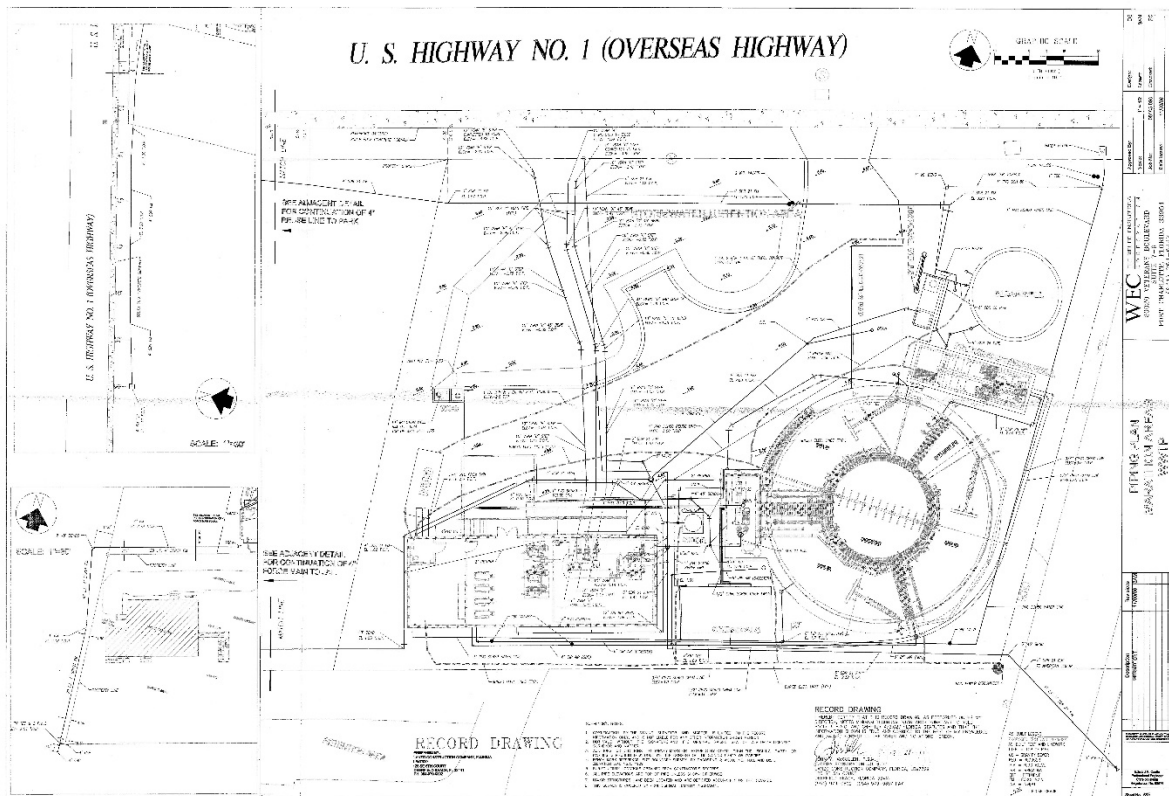
PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$615,377	07/01/2019	04/30/2027
2	Bidding and Contractor Selection	Contractual Services	\$10,000	07/01/2019	04/30/2027
3	Construction	Contractual Services	\$5,932,812	07/01/2019	04/30/2027
Total:			\$6,558,189		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.

Figure 1: Site Plan



STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Florida Department of Environmental Protection	2018-2019	37.039	Statewide Surface Water Restoration and Wastewater Projects – LI 1580A	\$728,989.00	141115
Original Agreement	Florida Department of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects – LI 1660A	\$829,200.00	141115
Amendment 3	Florida Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects – LI 1709	\$3,500,000.00	141115
Amendment 4	Florida Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1736	\$1,500,000.00	141115
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$6,558,189.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

CITY COUNCIL AGENDA STATEMENT



Meeting Date: June 10, 2025

To: Honorable Mayor and Council Members

Through: George Garrett, City Manager

Agenda item: **Resolution 2024-54** Authorizing The Appropriation Of \$15,000 To FIRM (Fair Insurance Rates For Monroe) With The Intent That This Amount Should Become A Part Of An Annual Budget Appropriation Until Otherwise Rescinded; Authorizing The City Manager To Sign The Appropriation To FIRM; And Providing An Effective Date

BACKGROUND

FIRM advocates for Monroe County residents, businesses and homeowners. We have fought successfully since 2006 against excessive, discriminatory and unaffordable property insurance rates.

FIRM is a grassroots organization formed in 2006 by concerned homeowners and residents in Monroe County. FIRM's fight for fair, equitable and affordable property insurance rates for homeowners, residents and business owners protects property values and contributes to housing affordability. FIRM empowers Monroe County residents to make informed decisions about property insurance coverage, the claims process, hurricane damage mitigation, and storm preparedness.

Without FIRM, it is likely that every policyholder in the Keys would be paying at least twice^{[[1]]} as much every year for windstorm insurance alone. Since 2004 Monroe County has paid^{[[1]]} Citizens over \$900 million in premiums over claims paid. FIRM's work keeps \$60 million^{[[1]]} per year in the Keys economy.

FIRM is composed of two distinct non-profit organizations:

- FIRMKeys, a 501(c) (3) community service provider that conducts research and provides information, guidance, and assistance on property insurance topics to the Monroe County community. Donations to FIRMKeys may be deductible on^{[[1]]} personal Federal Income Tax returns.
- FIRM PAC, a 501(c) (4) political advocacy group that seeks to influence government and industry policy affecting property insurance rates in Monroe County. Donations to FIRM PAC are not tax deductible on personal income tax returns, but may be deductible as expenses on business tax returns.

For more than 18 years FIRM has been Monroe County's advocate

- Lobbied local, state, and federal government lawmakers and regulators.
- Successfully challenged windstorm insurance rate increases, including a freeze on rates from 2018-2021.
- Successfully worked to return second homes used as workforce housing rentals to Citizens glide path.
- Helped repeal worst aspects of Biggert-Waters flood insurance bill.

- Supported the Homeowners Flood Insurance Affordability Act (HFIAA), which repealed the most damaging aspects of Biggert-Waters.
- Supported the successful Key West building height referendum.
- Mobilized citizen campaigns.
- Advocated for homeowners to insurance policymakers, including the Florida Commission on Hurricane Loss Projection Methodology, the Florida Governor's Office, Citizens Property Insurance Corporation, Florida Office of Insurance Regulation, Florida Division of Consumer Services, and the Insurance Consumer Advocate.
- Served on insurance policy panels including the National Association of Insurance Commissioners.

Recent wind insurance achievements

- Advocated for the reinstatement of the 10% rate cap for Citizens Property Insurance residential wind insurance policies in Monroe County through meetings and correspondence with our legislators, agency heads, and cabinet members. FIRM attended remotely the quarterly Citizens Board of Governors meetings up until the Citizens Rate Hearing in March of 2022.
- Worked with The Southern Group, FIRM's contracted lobbyists, to obtain an exemption from the 1% annual increase in Citizens glide path for Monroe County, an increase on the \$1m coverage limit, and a return to the glide path for second homes used as long-term rentals for workforce housing. As a result, second homes rented for 9 consecutive months or more were returned to the Citizens glide path—supporting those owners who support our local workforce.
- Met with CFO Jimmy Patronis, Rep. Jim Mooney, Insurance Commissioner David Altmaier, and Citizens Legislative Director Christine Ashburn during Florida Keys Day in February 2022. The meeting with the CFO strengthened FIRM's existing relationship with the Division of Consumer Services and Insurance Consumer Advocate Tasha Carter who serves under his leadership. The premium to claims ratio in Monroe County was noted by both the CFO and Commissioner Altmaier, giving weight to the idea of a Monroe County model.
- Researched the viability of a Monroe County Mutual Insurance Corporation as the final step to completion of the RIPP project. Such an endeavor would require major commitments from all stakeholders, including local governments. While not an immediate solution, the topic is not off the table for FIRM as we continue to explore all options.
- Continued the partnership begun in 2020 with the City of Key West, Monroe County and the Monroe County Extension Services for a Keyswide Home Elevation Education Project (KHEEP). The project demystified the steps of home elevation and put all of that information on FIRM's website. <https://firmkeys.org/keyswide-home-elevation-education-project/>
- FIRM Board members serve on the Community Rating System (CRS) Program for Public Information (PPI) committee. As of April 1, 2022, Monroe County is rated Class 3 in the CRS program, earning residents a 35% discount on NFIP policies. Key West is a Class 5 community with a 25% discount; Islamorada, Layton and Marathon are Class 6 communities with a 20% discount; and Key Colony Beach is a Class 7 community with a 15% discount.
- Continued relationships with all three Monroe County Realtor® associations to keep our Realtor® partners updated on windstorm and flood insurance issues.
- Updating our FIRM website: Expanded a comprehensive flood map landing page; updated the Keyswide Home Elevation Education landing page; and added a Risk Rating 2.0 landing page that includes a live dashboard. Insurance agents from anywhere in the country can input rating data in our landing page database to illustrate the true premium increases triggered by the new methodology. The website also features a Hurricane Ian Resource page.

- Co-sponsored “Oceana Phenomena: Sea Level Stories – The art of Jane Lawton Baldrige” with First Horizon Foundation and The Studios of Key West. The exhibit ran the month of October 2022 and featured Jane’s multi-media interpretations of her life-time on the sea. Using three-dimensional figures, Jane’s work aims to make the viewer aware of the reality of sea level rise outside of the use of graphs and data.
- FIRM was successful in restoring second homes rented as workforce housing to the Citizens glide path.
- FIRM officers and/or its representatives attended virtually and in person and/or testified at: ^[1]_[SEP] Citizens Rate Hearing in March ^[1]_[SEP]; Citizens Board of Governors Meetings in June, September, and December ^[1]_[SEP]; Monroe County Delegation meeting ^[1]_[SEP]; Florida Realtors District 4 Town Hall Meeting with state legislative candidates ^[1]_[SEP]; Met with Congressman Carlos Gimenez, State Senator Ana Maria Rodriguez and State Representative Jim Mooney.
- FIRM continued efforts to develop and seek approval for revised windstorm insurance mitigation forms that would correctly recognize Monroe County building codes and provide for associated windstorm premium credits. The ^[1]_[SEP] revised form has been submitted to the City of Key West Building Department.

Recent Flood insurance accomplishments

- FIRM’S efforts in support of the National Flood Insurance Program (NFIP) reauthorization and modification include:
- Membership in the Coalition for Sustainable Flood Insurance (CSFI), a national coalition of approximately 250 organizations across 35 states, focused on advocating for a stronger policy framework for the NFIP.
- Lobbying Members of Congress for Reauthorization of the National Flood Insurance Program with meaningful reforms including affordability, mitigation funding, program expansion, transparent rate structure, reduced program costs, and support for resilient communities.
- Aligning FIRM’s legislative position regarding NFIP reforms with those of Monroe County and the Florida Association of Counties to maximize legislative impact.
- Supporting and working with Monroe County staff on re-authorization of the NFIP.
- Attending National Association of Realtors Legislative Meetings in Washington, DC.
- Publicizing the issues surrounding reauthorization of the NFIP.
- Challenging FEMA’s Risk Rating 2.0 Methodology for lack of transparency and removal of mitigation incentives in a white paper submitted to members of Florida’s legislative delegation and to FEMA’s Assistant Administrator David ^[1]_[SEP] Maurstad.

CONSISTENCY CHECKLIST:





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

FISCAL NOTE:

Funding will be appropriated annually through the budget process. Funding for the FY25 contribution is available in the City Council’s budget with a line item transfer that the City Manager can approve.

RECOMMENDATION:

Approval

NPO-25-31 City Funding of Nonprofits Status: Complete Submitted On: 5/7/2025	Primary Location No location Owner No owner information	Applicant  Caroline Horn  305-294-3476  firm@firmkeys.org  1200 Fourth St. PMB 850 Key West, FL 33040
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Grant Info

Nonprofit Name*	Grant Amount* ?
Fair Insurance Rates in Monroe	13000
Briefly describe how the funding will be utilized* Research, travel, legal and other professional costs incurred in advocating for affordable windstorm and flood insurance rates, support of NFIP reauthorization, flood insurance ratemapping and Risk Rating 2.0, funding for mitigation projects, community outreach and education related to mitigation methods, the claims process, property insurance coverage and storm preparedness, and support for local governments in managing the impacts of state and federal windstorm and flood insurance requirements on their citizens.	
Is there supplemental funding being sought?* ?	Amount of Supplemental Funding* ?
Yes	115000

Evaluation Criteria

The organization will provide services that have been identified by the City as fulfilling a needed service with minimal or no duplication by other organizations.*	The organization is able to provide the services cost efficiently and with a high quality of service.*
Yes	Yes
The organization provides services in the City of Marathon.*	The organization has received funding from the City in previous years.*
Yes	Yes

In 2024 FIRM took steps to bring benefits to Monroe County residents by strengthening important relationships, collaborating on legislative reforms, and completing the upgrade of our website that offers greater access to information. Since 2006, FIRM has saved Monroe County windstorm and flood insurance policy holders more than \$900 million in insurance premiums. Major achievements in 2024 included:

FIRM collaborated with Sen. Ana Maria Rodriguez, Rep. Jim Mooney and the Monroe County legislative team to file two bills addressing Monroe County's most pressing windstorm insurance concerns. As a result, the requirement for Citizens policyholders to purchase matching contents coverage for flood insurance was repealed.

FIRM supports the Monroe County FEMA Flood Mitigation Assistance (FMA) Grant Program which serves residents in the County and the municipalities. FIRM serves as a resource to direct participants to contractors who have agreed to assist with the project estimation and completion. Seven additional contractors and structural engineers applied to participate and were added to the FIRMKeys website via the Keyswide Home Elevation Education Project. <https://firmkeys.org/keyswide-home-elevation-education-project/>

FIRM has a close relationship with Florida's Insurance Consumer Advocate (ICA). In 2023-2024 FIRM assisted that office to develop and disseminate the Monroe County Homeowners Insurance Consumer Survey. My Safe Florida Home and My Safe Florida Condo Pilot Program are administered through the Division of Financial Services and the ICA office. FIRM promotes those projects and assists residents with the application process. Residents with complex insurance issues often need the intervention of ICA, and FIRM helps to facilitate that process.

Members of FIRM's Board of Directors serve on the Community Rating System (CRS) Program for Public Information (PPI) committee. Marathon is a Class 6 community with a 20% discount. The County overall has saved \$24 million that will continue to increase by \$7.5 million annually if the County continues to maintain program and regulatory status.

FIRM is a long time member of the Coalition for Sustainable Flood insurance and provided support to the Louisiana Attorney General's lawsuit against FEMA over its Risk Rating 2.0 methodology. Florida is one of ten states to join the lawsuit which is currently moving through the courts.

FIRM's Monroe County Property Insurance Users Guide is continually updates to reflect the changes in FEMA's Risk Rating 2.0 and the statutory changes enacted by the Florida Legislature. A Spanish language version of the Guide was created in 2024.

Currently FIRM is collaborated with staff of the three Habitat for Humanity branches in Monroe County to connect with resources and personnel to create carve-outs and/or credits that will allow them to continue to provide safe and affordable housing for their residents. This project is on-going.

FIRM Board members met with the Counselors of Real Estate (CRE) Consulting Corps for NAS Key West to provide them with information about the impacts of windstorm and flood insurance on the housing market in Key West and Monroe County.

In 2024 FIRM's upgraded website went live offering users a more comprehensive and streamlined experience. The new design seamlessly links related topics in a user-friendly format designed to help visitors easily find the information they need.

FIRM continued efforts to develop and seek approval for revised windstorm insurance mitigation forms that would correctly recognize Monroe County building codes and provide for associated windstorm premium credits. The revised form has been submitted to Consumer Advocate Tasha Carter, Citizens CEO Tim Cerio and Insurance Commissioner Michael Yaworsky. In early February 2025 FIRM submitted the proposed Monroe County specific mitigation form and accompanying white paper to the Windstorm Mitigation Discounts Rule Making Workshop.

The organization has received funding from Monroe County or other government agencies in previous years. *

Yes


The organization has the administrative and financial stability to deliver the services for which it is requesting funding from the City. *

Yes

Award

 Council Score Average

—

 Awarded by Council?

—

 Award Amount


—

 Award Resolution



No File Uploaded

Attachments




Proof of Nonprofit Status

IRSAffirmationLetter.July2023.pdf

Uploaded by Caroline Horn on Apr 14, 2025 at 1:45 PM

REQUIRED




Additional Evidence

FIRMAnnualReport.2024-FINAL.pdf

Uploaded by Caroline Horn on May 7, 2025 at 1:42 PM

REQUIRED




Annual Budget of Nonprofit

FIRMKeys.ProfitLoss.2024.DRAFT1.pdf

Uploaded by Caroline Horn on May 7, 2025 at 1:46 PM

REQUIRED



Tax Exempt Organization Search Details _ Internal Revenue Service.pdf

Tax Exempt Organization Search Details _ Internal Revenue Service.pdf

Uploaded by Maria Covelli on May 7, 2025 at 2:07 PM

Record Activity

Caroline Horn started a draft Record 04/14/2025 at 12:07 pm

Caroline Horn added file IRSAffirmationLetter.July2023.pdf 04/14/2025 at 1:45 pm

Caroline Horn added file FIRMAnnualReport.2024-FINAL.pdf 05/07/2025 at 1:42 pm

Caroline Horn added file FIRMKeys.ProfitLoss.2024.DRAFT1.pdf 05/07/2025 at 1:46 pm

Caroline Horn submitted Record NPO-25-31 Page 74 of 105 05/07/2025 at 1:50 pm

OpenGov system altered approval step Completeness Check, changed status from Inactive to Active on Record NPO-25-31	05/07/2025 at 1:50 pm
OpenGov system assigned approval step Completeness Check to Maria Covelli on Record NPO-25-31	05/07/2025 at 1:50 pm
OpenGov system changed the deadline to May 22, 2025 on approval step Completeness Check on Record NPO-25-31	05/07/2025 at 1:50 pm
Maria Covelli added file Tax Exempt Organization Search Details _ Internal Revenue Service.pdf to Record NPO-25-31	05/07/2025 at 2:07 pm
Maria Covelli approved approval step Completeness Check on Record NPO-25-31	05/07/2025 at 2:07 pm
Maria Covelli completed Record NPO-25-31	05/07/2025 at 2:07 pm

Timeline

Label	Activated	Completed	Assignee	Due Date	Status
✔ Completeness Check	5/7/2025, 1:50:14 PM	5/7/2025, 2:07:51 PM	Maria Covelli	5/22/2025	Completed

**CITY OF MARATHON, FLORIDA
RESOLUTION 2024-54**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA AUTHORIZING THE APPROPRIATION OF \$15,000 TO FIRM (FAIR INSURANCE RATES FOR MONROE) WITH THE INTENT THAT THIS AMOUNT SHOULD BECOME A PART OF AN ANNUAL BUDGET APPROPRIATION UNTIL OTHERWISE RESCINDED; AUTHORIZING THE CITY MANAGER TO SIGN THE APPROPRIATION TO FIRM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, each year that the City has provided grant awards to local Marathon and Keys No-profits, FIRM has applied and been awarded grant funds; and

WHEREAS, in off grant funding years, FIRM has still been awarded funds in many cases to carry out their mission for Marathon and the Florida Keys; and

WHEREAS, the City Council indicated at its May meeting that they would prefer funding FIRM annually for the purposes that they serve to Marathon and the community of the Florida Keys as they work to control windstorm and flood insurance rates instead of considering them in the mix of non profit grant funded programs; and

WHEREAS, the City Council asked that staff draft a Resolution documenting this intent and directing that a specific amount be provided to FIRM each year for its insurance lobbying efforts, understanding that amount must be appropriated in each years City budget, and

WHEREAS, FIRM advocates for Monroe County residents, businesses and homeowners. We have fought successfully since 2006 against excessive, discriminatory and unaffordable property insurance rates; and

WHEREAS, FIRM is a grassroots organization formed in 2006 by concerned homeowners and residents in Monroe County. FIRM's fight for fair, equitable and affordable property insurance rates for homeowners, residents and business owners, protects property values and contributes to housing affordability. FIRM empowers Monroe County residents to make informed decisions about property insurance coverage, the claims process, hurricane damage mitigation, and storm preparedness; and

WHEREAS, Without FIRM, it is likely that every policyholder in the Keys would be paying at least twice^{[[SEP]]} as much every year for windstorm insurance alone. Since 2004 Monroe County has paid^{[[SEP]]} Citizens over \$900 million in premiums over claims paid. FIRM's work keeps \$60 million^{[[SEP]]} per year in the Keys economy; and

WHEREAS, FIRM is composed of two distinct non-profit organizations:

- FIRMKeys, a 501(c) (3) community service provider that conducts research and provides information, guidance, and assistance on property insurance topics to the Monroe County community. Donations to FIRMKeys may be deductible on ^{F-11}personal Federal Income Tax returns.
- FIRM PAC, a 501(c) (4) political advocacy group that seeks to influence government and industry policy affecting property insurance rates in Monroe County. Donations to FIRM PAC are not tax deductible on personal income tax returns but may be deductible as expenses on business tax returns.

WHEREAS, For more than 18 years FIRM has been Monroe County's advocate

- Lobbied local, state, and federal government lawmakers and regulators.
- Successfully challenged windstorm insurance rate increases, including a freeze on rates from 2018-2021.
- Successfully worked to return second homes used as workforce housing rentals to Citizens glide path.
- Helped repeal worst aspects of Biggert-Waters flood insurance bill.
- Supported the Homeowners Flood Insurance Affordability Act (HFIAA), which repealed the most damaging aspects of Biggert-Waters.
- Supported the successful Key West building height referendum.
- Mobilized citizen campaigns.
- Advocated for homeowners to insurance policymakers, including the Florida Commission on Hurricane Loss Projection Methodology, the Florida Governor's Office, Citizens Property Insurance Corporation, Florida Office of Insurance Regulation, Florida Division of Consumer Services, and the Insurance Consumer Advocate.
- Served on insurance policy panels including the National Association of Insurance Commissioners.

WHEREAS, approval of this Resolution is in the best interest of the City in protecting the health, safety, and welfare of the City,

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

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

Section 2. The City Council authorizes the appropriation of \$15,000 To FIRM (Fair Insurance Rates For Monroe) with the intent that this amount should become a part of an annual budget appropriate until otherwise rescinded and authorizing the City Manager to sign the appropriation to firm

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
MARATHON, FLORIDA, THIS 10th DAY OF JUNE, 2025.**

THE CITY OF MARATHON, FLORIDA

Mayor Lynn Landry

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

**Diane Clavier, City Clerk
(City Seal)**

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

Steve Williams, City Attorney

COUNCIL AGENDA STATEMENT



Meeting Date: June 10, 2025

To: Honorable Mayor & Members of the City Council

From: Dan Saus, Utilities Manager

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-55**, Waiving The City's Purchasing Policies And Procedures And Approving Change Order #1 to A Sole Source Purchase Of Wastewater Treatment Membrane Upgrades For Service Area 5 Wastewater Treatment Facility From Kubota Membrane USA, In An Amount Not To Exceed \$104,107.00; Authorizing The City Manager To Execute Purchase Orders, Appropriating and Expending Funds On Behalf Of The City; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

After performing a postmortem on the failed membranes in Jan/Feb 2025, both Kubota's and the City's engineers agree that some of the failure issue is caused because our cleaning procedures are limited by the way the membranes are piped. With the current piping arrangement, we can only clean all of the modules in a tank at the same time. This change order includes multiple valves and piping changes that will allow us to clean the modules individually giving us an extended life expectancy. We also identified that we needed more new membranes than previously thought. Those are also included in the change order.

The City of Marathon purchased the Service Area 5 "Little Venice" wastewater treatment plant from the FKAA and since then has continued to upgrade the facility to meet all FDEP permit requirements. The latest membrane technology has been very successful, but we recently found that the supporting structures made of 304SS are failing. After negotiations with Kubota, they have agreed to replace all of structures with 316SS along with any damaged membrane units. Approx. 90 units have already been replaced under warranty and we expect that number to rise to about 150 by the end of this upgrade. Recent king tides and development have caused us to unexpectedly need expanded hydraulic capacity at the plant. Newer membrane technology allows us replace the current ones with units that provide 50% more hydraulic capacity. Since all of the frames need replacing, this is the perfect time to upgrade to the newer units. The attached proposal will achieve this capacity expansion while also replacing all the needed structures at minimal cost to the city.

The Utilities Director and Operations staff have reviewed the proposal we received and propose approval of the change order. Kubota is the original supplier of membranes for the facility and therefore is the best supplier capable of providing this equipment and service.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	<u>X</u>	_____
2. Other – 2010 Sewer Mandate	<u>X</u>	_____
3. Not applicable	<u>X</u>	_____

FISCAL NOTE:

Approval will appropriate funds in the FY25 Wastewater Utility Budget for this purchase.

RECOMMENDATION:

Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-55**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING CHANGE ORDER #1 FOR THE PURCHASE OF WASTEWATER TREATMENT MEMBRANE UPGRADES FOR SERVICE AREA 5 FROM KUBOTA MEMBRANE USA, IN AN AMOUNT NOT TO EXCEED \$104,107.00; AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS, APPROPRIATING AND EXPENDING FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Ordinance 2015-14, the City Council of the City of Marathon, Florida (the "City"), adopted Purchasing Policies and Procedures after determining that it was fiscally prudent and in the best interests of the City's residents for the City to adopt policies and procedures for City employees and officials regarding the purchasing and acquisition of contractual services, equipment, goods, professional services and other similar types of services; and

WHEREAS, in accordance with Section 2-183 and 2-184(F), the City may waive competitive bidding procedures to obtain goods and services which cannot be acquired through the normal purchasing process, and in this case, where only one vendor possesses the unique and singularly available capability to meet the requirement for wastewater equipment and supplies which are in the City's best interest; and

WHEREAS, the City's wastewater treatment plants and collection systems consist of specialized equipment requiring products and supplies for repairs and maintenance by specified vendors, and Kubota Membrane USA is the sole source of the original membranes for the City's Service Area 5 wastewater treatment plant as provided by Exhibit "A", which are distributed solely by Kubota Membrane USA; and

WHEREAS, the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status of the vendor, Kubota Membrane USA, in an amount not to exceed \$104,107.00, Change Order #1 as provided on Exhibit "A" for the replacement membranes for Service Area 5 and needed piping modifications.

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

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

Section 2. Based upon the recommendation of the City Manager the City Council finds that sole source vendor purchases of specialized equipment requiring products and supplies for repairs and maintenance of the City's wastewater treatment systems is in the best interest of the City

and approves the purchase.

Section 3. The City’s purchasing policies and procedures are hereby waived and the City Council hereby approves sole source purchase of membrane replacement from Kubota Membrane USA for the City’s wastewater treatment plant five. The City Manager is hereby authorized to execute a purchase with Kubota Membrane USA as described in the proposal attached hereto as Exhibit “A,” and expend budgeted funds.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF JUNE, 2025.

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

May 6, 2025

Dan Saus, P.E.
Utility Director
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

Subject: 3 Change Order Options for Marathon Area 5 WRF, FL Capacity Increase

Dear Dan,

As we explained in the online meeting on Mar 28, we will propose 3 change order options below for your consideration.

Option 1- Increase the qty of SMU with membrane modules

-Increase the qty of SMUs with membrane modules from 3 to 5 and decrease the qty of empty SMUs without modules from 6 to 4.

-Existing facility has 9 units of SMU model SP400 (40 modules/Unit) with total 360 modules in 3 MBR tanks.

New facility will have 9 units of SP600 (60 modules/Unit) with total 540 modules.

-Original plan was to add 3 new units of SP600 with modules (180 new modules) for 1 of 3 MBR tanks and 6 units just with SS frames without modules. Then, reuse all 360 existing modules for those 6 units in rest 2 of 3 MBR tanks.

180 new modules + 360 old modules = Total 540 modules.

-Our technical support, Taz suggested to increase the qty of SMUs with modules from 3 to 5 because he found some of existing modules have already damages and that we cannot reuse all of them when he inspected membranes last year.

-So, we propose to add 120 new membrane modules in addition to previously proposed 180 new ones (Total 300 modules) and reuse 240 of 360 existing modules.

300 new modules + 240 old modules = Total 540 modules.

-Our price for this option 1 is **\$74,632**.

Option 2- Add permeate isolation valve (See 1st attachment for product details)

-Add qty 18 of 3" permeate isolation valves.

-Existing SMU model SP400 does not have permeate isolation valve inside MBR tank and permeate pipe is directly connected to permeate header pipe.

-When operators clean existing membranes, there is no function to isolate each individual membrane. So, chemical solution is injected to 3 membranes at the same time and we cannot make sure that chemical solution is distributed evenly to each membrane when it is partially or fully dewatered with sludge.

-So, we propose to have qty 6 of 3" permeate isolation valves per each MBR tank, qty 18 in total to give the capability to isolate each membrane and inject chemical solution individually.

-8" new permeate header pipe is installed below side water depth to avoid air accumulation issue. So, those valves need to have stem extension and manual lever to provide the access to operators without draining the tank.

-Our price for this option 2 is **\$28,584**.

Option 3- Add permeate vent valve (See 2nd attachment for product details)

-Add qty 3 of 1" permeate vent valves.

-Existing permeate pipe does not have vent pipe/valve and there is relatively long downward piping after permeate pipe goes out from the MBR tank through wall penetration and before it reaches to permeate pump.

-There is a risk that air accumulates inside the permeate pipe and it would result in inaccurate reading of TMP, Trans Membrane pressure.

-So, we propose to add qty 1 of 1" permeate vent valve per each MBR tank, qty 3 in total to release those accumulated air when system goes into relaxation mode in every 10 min of filtration cycle.

-Our price for this option 3 is **\$891**.

Summary

The total adder with 3 change order options is **\$104,107** excluding sales tax.

Original contract amount is **\$269,183** excluding sales tax.

Including this, the revised project contract amount will be **\$373,290** excluding sales tax.

Best regards,

Damone Supica
Regional Sales Manager MBR Systems
Kubota Water and Environment USA Corporation
Cell:425-248-7897
Email: damone.supica@kubota.com
Cc: Ben Mcdorman, Moss Kelley

Yusuke Oi
Project Manager
Kubota Water and Environment USA Corporation
Cell:425-217-7685
E-mail: yusuke.oi@kubota.com

Note

The pricing in this proposal includes the cost of tariffs and increased duties which are in effect at the time of this proposal. An additional surcharge shall be borne by the client and added to the proposed price shown in this document if new tariffs, taxes, or duties are implemented after the date of this proposal, including the increased cost of equipment supplied to KWU due to resulting market conditions.

Table 1. KWU scope of supply

No.	Name	Type, Brand, Model	Size, Voltage	Qty	Note
1	Submerged Membrane Unit (SMU) with modules	Flat Plate, Kubota, SP600, SS316 Frame, 60 modules/Unit	-	3→5	Option 1
2	Submerged Membrane Unit (SMU) without modules	Flat Plate, Kubota, SP600, SS316 Frame, no modules/Unit	-	6→4	Option 1
3	SMU Guide rail & Stabilizer set	Guide rail and Stabilizer pipes, SS316	-	9 sets	
4	Permeate Isolation Valve	Bray manual butterfly valve with stem extension and lever S41 series, stainless steel body	3-inch	18	Option 2 See 1st attachment
5	Permeate Vent Valve※	ASCO solenoid valve 8201 series, normally closed Brass body	1-inch 120 VAC	3	Option 3 See 2nd attachment

※ : KWU selected solenoid valve because existing facility has programs for it.

KWU recommends operator to check if this solenoid valve opens while in relaxation mode periodically.

KWU's standard selection is Dwyer on/off actuated valve because it is more reliable than solenoid valve and we can make sure it opens while the system is in relaxation mode.

In that case, additional electrical wiring work and small modification work in control panel / programs are needed. KMU can provide the service to modify programs during installation work with additional cost.

End

GENERAL TERMS & CONDITIONS

1. **Precedence of Terms.** These general terms and conditions shall apply to this Contract, except that provisions set forth on the face hereof shall take precedence over any inconsistent or contrary provisions set forth in these General Terms and Conditions. No conditions contrary to or in addition to those set forth in this General Terms and Conditions shall be binding upon the Seller unless expressly approved in writing by Seller. Performance by Seller shall not be construed as accepting any different or additional terms.
2. **Quality and Quantity.** Seller shall not be responsible for any damage to or deterioration in the quality or loss in weight or units of the Goods during transit or due to natural causes.
3. **Shipment.** Shipment within the time stipulated on the face hereto shall be subject to the availability of vessel's space. In case FCA or FOB INCOTERMS apply to this Contract and Buyer fails to obtain space in time to fulfill the stipulated shipment date, Buyer shall be responsible for all costs, expenses and damages resulting directly or indirectly therefrom, including, without limitation, all increases in freight and insurance charges, losses, and other damages incurred by Seller prior to or after such failure by Buyer. The date of the Bill of Lading or the Waybill shall be conclusive evidence of the shipment date.
4. **Risk of Loss and Transfer of Title.** Risk of loss or damage to the Goods shall pass from Seller to Buyer in accordance with the INCOTERMS set forth on face hereof. Title to and the right to possess the Goods shall pass from the Seller to the Buyer at the same time when the risk of loss or damage to the Goods is passed to the Buyer as stipulated above, however, that the title to and the right to repossess the Goods are to be retained by Seller until Seller has received the full contract amount due to Seller pursuant to this Contract.
5. **Payment.** Payment by Buyer to Seller under this Contract shall be made by means of telegraphic transfer in immediately available funds to such bank account as designated by Seller or a confirmed, irrevocable, without recourse documentary letter of credit, in favor of Seller and with terms any satisfactory to Seller. If Buyer desires to pay Seller by means of a letter of credit, the letter of credit shall (i) cover the full contract amount (ii) be established through a prime-bank immediately after the date of this Contract, (iii) be negotiable on sight draft, and (iv) be valid for negotiation against the relative draft for at least fifteen (15) days after the end of the last month in which the Goods are shipped.

The letter of credit shall authorize reimbursement to Seller for any expenses incurred by Seller on account of Buyer pursuant hereto, and shall authorize partial payment against partial delivery. Any bank charges arising in connection with payment hereunder shall be borne by Buyer. If Buyer fails to satisfy any payment terms of this Contract, Seller at its sole discretion and at Buyer's expense and risk may resell all or any part of the Goods on account of Buyer, hold all or any part of the Goods on account of Buyer, cancel all or any part of this Contract and/or claim any damages resulting from such breach.

In the event of late payment of any amount due hereunder, Seller shall, in addition to any other remedy it may have hereunder or pursuant to applicable law, be entitled to receive interest at the maximum rate allowed by law in the country/state of Buyer or eighteen percent (18%) per annum, whichever is greater, on such late payment until payment is received in full.
6. **Increased Costs.** Any new, additional or increased freight rates, surcharges (bunker, currency, congestion or other surcharges), taxes, customs duties, tariffs, export or import surcharges or other governmental charges, or insurance premiums, which may be incurred by Seller with respect to the Goods after the date of this Contract, shall be for the account of Buyer and shall be reimbursed to Seller by Buyer within a reasonable time on demand.
7. **Force Majeure.** Seller shall not be liable for failure or delay to perform its obligations hereunder due to any reason including, but not limited to, acts of God, earthquake, fire, flood, prohibition of exportation, refusal to issue export license, war, blockade, revolution, insurrection, sub vendor manufacturing delays, civil commotion, riots, mobilization, strikes, lockout, plague, other epidemics, pandemics, or any other causes beyond the control of Seller, and may, at its option, extend the time of shipment or delivery of the Goods or terminate unconditionally and without liability of this Contract to the extent so affected or prevented.
8. **Cancellation.** If Buyer fails to carry out any of the terms of this and/or any other contract with Seller, or in the event of the death, bankruptcy or insolvency of Buyer, liquidation, modification or reorganization of the corporate structure of Buyer, or nonpayment for any shipment, Seller shall have the right to cancel this and/or any other contract with Buyer or to postpone the shipment, or to stop the Goods in transit, and Buyer shall indemnify, defend and hold Seller harmless from all losses, costs, and expenses resulting from Seller taking any such actions.
9. **Intellectual Property Rights.** Buyer shall defend, indemnify and hold Seller harmless from any and all liability, loss or expense (including reasonable attorney's fees) arising from or in connection with any actual or alleged infringement of any patent, trademark, copyright, industrial design, registered pattern, trade secret or other similar intellectual property rights used or owned by Seller.
10. **Liability of Agent.** If this Contract is signed by an agent or on behalf of a principal as Buyer hereunder, whether the principal is disclosed or otherwise, the agent shall be liable not only as agent but also as principal for the performance of the obligations of Buyer under this Contract. This provision shall not affect Buyer's obligation as principal under this Contract.
11. **Construction.** The meanings of the terms UCPDC or INCOTERMS, when used in this Contract shall be determined in accordance with the Uniform Customs and Practice for Documentary Credit ("UCPDC") and Incoterms® ("INCOTERMS") adopted by the International Chamber of Commerce in effect on the date of this Contract. This Contract shall be governed by the laws of the state of Washington, USA without giving effect to any conflicts of laws principles. This Contract shall not be governed by the United Nations Contracts for the International Sales of Goods, the application of which is expressly excluded.
12. **Inspection.** Unless otherwise stated on the face of this Contract, any export inspections by Japanese authorities, Seller's suppliers or Seller shall be considered as final. When Buyer requires special inspection by an independently

appointed inspector, Buyer shall inform Seller in writing the details of such special inspection including without limitation the name of such inspector at the time of this Contract. Such especial inspection shall be made promptly upon delivery of the Goods but in any event within two (2) weeks after delivery of the Goods, and all inspection fees and costs therefor shall be borne by Buyer.

13. **Warranty.** Seller Membrane Warranty is governed by the KUBOTA Corporation Products Warranty Terms and Conditions, which are incorporated herein by reference. Seller warrants that any Goods delivered hereunder are free from defects in material and workmanship and, if Seller's specifications are set forth or incorporated by reference on the face hereof, or separately provided to Buyer, will meet such Seller's specifications.

Unless otherwise specified in Seller's warranty statement set forth or incorporated by reference on the face hereof, or separately provided to Buyer, Seller's liability under this warranty is limited to repair or replacement of any Goods delivered hereunder that do not conform to this warranty.

Buyer shall not be entitled to any remedy for lack of conformity of the Goods, including latent defects, under this warranty if he fails to notify Seller thereof within a six months period commencing on the shipment date of the Goods (and if there are more than one shipment dates, the first shipment date). Such notification shall contain full particulars of such lack of conformity of the Goods to the Seller's reasonable satisfaction.

Notwithstanding anything herein contained to the contrary, Seller shall have no liability under this warranty i) for minor deviations from Seller's specifications (if applicable) that do not affect the performance of the Goods, or ii) for any lack of conformity of the Goods caused by misuse, neglect, improper installation, handling, operation, or maintenance, repair, alteration, fair wear and tear, erosion or corrosion, or accident, including any damage or loss of the whole or a part of the Goods that occurs after the shipment date.

14. **Limitation of Liability.** EXCEPT AS EXPRESSLY STATED IN SECTION 13, SELLER HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GOODS, WHETHER EXPRESS, IMPLIED OR STATUTORY (EXCEPT AS TO TITLE) INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND OTHER IMPLIED WARRANTIES UNDER ANY APPLICABLE LAWS, RULES OR REGULATIONS. SECTION 13 SETS FORTH THE FULL EXTENT OF SELLER'S LIABILITY TO BUYER OR ANY OTHER PARTY FOR ANY BREACH OF WARRANTY WITH RESPECT TO THE GOODS.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, SELLER'S AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTORY OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND SHALL NOT

EXCEED THE FULL CONTRACT AMOUNT OF GOODS STATED ON THE FACE HEREOF.

SELLER SHALL HAVE NO LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SALE, DELIVERY, NONDELIVERY, STORAGE, USE, MAINTENANCE, CONDITION OR POSSESSION OF THE GOODS.

15. **Arbitration.** All disputes or controversies which may arise between the parties hereto, out of or in relation to or in connection with this Contract, shall be negotiated in good faith and settled by agreement between both parties as promptly as possible. If not amicably settled within 14 days after the first negotiation day, such disputes or controversies shall be settled by arbitration in Seattle, Washington by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrators shall be final and binding and may be entered in any court having jurisdiction thereof. All arbitration proceedings shall be held in the English language.

16. **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, USA, for both domestic and international sales contract. All buyers agree that jurisdiction and venue shall be Seattle, Washington State.

17. **Liability for Delays and Return Trips.** Buyer agrees that if Seller or any of its representative's must make an additional service trip due to the site conditions not being ready for installation check, start up, or training to compensate them for their cost for additional travel expenses and pay for additional labor at their published labor rates. Additionally, should Buyer (or any of its representative's) cancel an installation check, start up, or training trip with less than 72 hours' notice, that Buyer will be liable for any additional travel costs and that the cancelling party will be liable for unused labor at their published labor rates.

18. **Change Orders.** If it is determined that the Seller needs to supply any other equipment or services not specified in the Sellers Project Proposal, shall warrant a change order.

COUNCIL AGENDA STATEMENT



Meeting Date: June 10, 2025

From: Carlos A. Solis, P.E., Dir of Public Works & Eng.

To: Honorable Mayor and City Councilmembers

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-56**, Authorizing A “Piggy-Back” Purchase Pursuant To The City’s Purchasing Policies And Procedures And Approving The Purchase Of Two Chevrolet Silverado, one 1500 and one 2500 Vehicle Under Florida Sheriffs' Association Host Sheriff Procurement **HCS-AVP1.0** From Stingray Chevrolet In An Amount Not To Exceed \$103,452.95; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Funds; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City’s Public Works/Street Maintenance Department will assume the landscape maintenance of the entire US 1 corridor from the Seven Mile Bridge to the east end of Grassy Key beginning July 1, 2025. The agreement between the City and FDOT was approved in the May 13, 2025 City Council Meeting. The department has begun the process of adding the required staff and equipment to properly provide for such service. Two additional vehicles to our fleet are required for the new crews. We have reached out to several dealers under the Florida Sheriff Association contract to check on availability and cost and have determined the two referenced vehicle represent the best option for the City. The vehicles are available and will be delivered prior to the start date of the maintenance responsibilities.

CONSISTENCY CHECKLIST:

	Yes	No
1. Comprehensive Plan	_____	_____
2. Other _____	<u> X </u>	_____

FISCAL NOTE:

The Adopted FY25 Capital Infrastructure and Street Maintenance Budgets include appropriations of \$47,000 each for new fleet vehicle purchases.

RECOMMENDATION: Approve Resolution

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-56**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING A “PIGGY-BACK” PURCHASE PURSUANT TO THE CITY’S PURCHASING POLICIES AND PROCEDURES AND APPROVING THE PURCHASE OF TWO CHEVROLET SILVERADO, ONE 1500 AND ONE 2500 VEHICLE UNDER FLORIDA SHERIFFS' ASSOCIATION HOST SHERIFF PROCUREMENT HCS-AVP1.0 FROM STINGRAY CHEVROLET IN AN AMOUNT NOT TO EXCEED \$103,452.95; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING 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 Florida Sheriffs' Association Host Sheriff Procurement **HCS-AVP1.0** from Stingray Chevrolet, the purchase of Two Chevy Silverados; one 1500 and one 2500 in an amount not to exceed \$103,452.95

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 Two Chevy Silverados in an amount not to exceed \$103,452.95

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 24th DAY OF SEPTEMBER 2024.

THE CITY OF MARATHON, FLORIDA

Mayor Lynn Landry

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

VEHICLE QUOTE

FSA/HCSO 2024-005 Bid Award

Florida Sheriffs' Association Host Sheriff Procurement HCS-AVP1.0

Attention: Paul Bartnik
Agency: City of Marathon
Phone #: 305-481-0768
Fax #:

Date : 5/28/25

bartnikp@ci.marathon.fl.us

Option Code	Description	Unit Price	
CK10743	2025 Model Chevy Silverado 1500 WT 4wd Pickup	\$ 50,560.00	Total MSRP
	Crew cab; 157" wb; 79.44" long bed; A/C;	\$ 2,195.00	GM Destination chg
	6.6L V8 engine w/ 6-speed automatic trans	- \$ 1,516.80	FSA/HCSO discount 3%
	Please refer to attached GM Autobook & Order Workbench for equipment		
Options:		MSRP	
PEB	WT Value pkg.: trailer towing equipment+ power mirrors+ rear window defogger+ deep tinted rear glass+ cruise control+ power adjust & heated trailering mirrors	\$960.00	INCLD
B1J	Rear wheelhouse liners	\$140.00	INCLD
KI4	120v cargo bed & instrument panel power outlets	\$225.00	INCLD
CGN	Spray-on bedliner	\$545.00	INCLD
QDV	All terrain tires	\$200.00	INCLD
QT5	EZ Lift power lock & release tailgate	\$150.00	INCLD
Z71	Z71 Off Road pkg.: twin tube shocks+ hill descent control+ skid plates+ heavy duty air filter+ auto locking rear differential	\$945.00	INCLD
L84	5.3L Ecotec V8 engine	\$1,595.00	INCLD
STEPS	Assist steps (dealer added)	\$ 875.00	
AMBERLED	Amber roof mount beacon w/ additional 2 front facing grille LEDs & 2 rear facing LEDs	\$ 1,725.00	
GAZ	Summit White exterior	NC	
H2G	Jet Black vinyl interior	NC	
C5Y	7,100 GVWR		
	Dealer Discretionary Fleet Discount	\$ (3,000.00)	
	Non-OEM Options Total:	\$ (400.00)	
	Sub-Total Unit Cost:	\$ 50,838.20	

Comments:

Please review attached detailed specs for 1GCUKAED3SZ282100

Vehicle is IN TRANSIT and ready for pre-sale and delivery; first come first serve

Quoted By "Magic" Peter Popiel
Phone #: (407)221-7600
Office #: (813)359-5016
E-mail:

MAGICPETERFLEET@GMAIL.COM



Vehicle Locator

Detail Report for Customer

STINGRAY CHEVROLET

2002 NORTH FRONTAGE RD, PLANT CITY, FL, 33563

813-359-5000

Customer/Company: undefined

Sales Consultant:

Address: undefined

Vehicle #1: 2025 Chevrolet 1500 Silverado	VIN/Order #	MSRP	Stock #
	1GCUKAED3SZ282100	\$52,755.00	
Additional Vehicle Information			

Body Style: CK10743-4WD, Crew Cab

PEG: 1WT-Work Truck Preferred Equipment Group

Primary Color: GAZ-Summit White

Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim

Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

Transmission: MHT-10-Speed Automatic

Options: 1SZ-Option Package Discount
1WT-Work Truck Preferred Equipment Group
4AA-Interior Trim, Jet Black
AKO-Glass, Deep Tinted
AQQ-Keyless Remote Entry
AXG-WINDOW REG DRVR DR POWER
OPERATED, EXPRESS UP/DOWN
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
B1J-Liner, Rear Wheelhouse
BG9-Floor Covering: Rubberized Vinyl, Black
BPH-Off Road Appearance Package
C49-Defogger, Rear Window, Electric
C5Y-GVW Rating 7100 Lbs
CGN-Chevytec Spray-on Liner
DLF-Mirrors, O/S: Power, Heated
DNS-Supplier Installed Equipment
E63-Durabed
EF7-COUNTRY UNITED STATES OF AMERICA (USA)
FE9-Federal Emissions
G80-Auto Locking Differential, Rear
GAZ-Summit White
GU5-Rear Axle: 3.23 Ratio
H2G-1WT-Vinyl, Jet Black, Interior Trim
IOR-Chevrolet Infotainment, 7" Color Screen
JHD-Hill Descent Control
K34-Cruise Control
K47-Heavy Duty Air Filter
KC4-Cooler, Engine Oil
KC9-110 Volt Electrical Receptacle, In P/U Box
KI4-120 Volt Electrical Receptacle, In Cab
KNP-Transmission Cooling System
KW7-Alternator, 170 AMP
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

MAH-MARKETING AREA US, PUERTO RICO/USVI
MHT-10-Speed Automatic
NB5-Single Exhaust System
NQH-Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial
NZZ-Skid Plate
PCV-1WT Convenience 1 Package
PEB-1WT Value Package
PED-Chevy Safety Assist
QDV-Tires: 265/70 R17 All Terrain, Blackwall
QK1-Standard Tailgate
QT5-Tailgate Function--EZ Lift, Power Lock & Release
R7Q-Processing Option
RD6-Wheels: 17" Steel - Painted Ultra Silver
SAF-Spare Tire Lock
SLM-Sales Stock Orders
TQ5-Headlamps, Intellibeam
UBI-2-USBs, Second Row Charge/Data Ports
UE1-OnStar Communication System
UE4-Following Distance Indicator
UEU-Sensor, Forward Collision Alert
UHX-Lane Keep Assist/Departure Warning
UHY-Automatic Emergency Braking
UKJ-Sensor, Front Pedestrian Braking
UQF-Speaker System: Standard Sound System
V76-Recovery Hooks
VV4-4G LTE Wi-Fi Hotspot capable
WMZ-VIN MODEL YEAR 2025
X88-Nameplate - Chevrolet
XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall
Z71-Suspension Package: Off-Road
Z82-Trailer Package
ZL3-SALES PACKAGE CONVENIENCE

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

COUNCIL AGENDA STATEMENT



Meeting Date: June 10, 2025
To: Honorable Mayor & Members of the City Council
From: Brian Bradley, Deputy City Manager
Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-57**, Approving And Authorizing The City Manager To Enter Into An Agreement With Carlos Garcia, Attention Media LLC To Provide Public Information Officer (PIO) Services for The City of Marathon In An Amount Not To Exceed \$49,500 For A Six Month Period; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

The City of Marathon published an RFQ the position of Public Information Officer (PIO). Four contractors submitted bids, Attention Media was ranked the highest by staff and the most affordable option for a 40 hour week. This contract will be entered for a six month period and reviewed prior to exercising its one year renewal.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The Adopted FY25 General Services Budget includes appropriations of \$36,000 for PIO services.

RECOMMENDATION: Approval

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-57**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CARLOS GARCIA, ATTENTION MEDIA LLC TO PROVIDE PUBLIC INFORMATION OFFICER (PIO) SERVICES FOR THE CITY OF MARATHON IN AN AMOUNT NOT TO EXCEED \$49,500 FOR A SIX-MONTH PERIOD; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) published a Request For Qualifications (RFQ) the position of Public Information Officer (PIO); and

WHEREAS, four contractors responded, and Attention Media (the “Contractor”) was ranked the highest by staff and the most affordable option for a 40-hour week and the low bid was complete, and the bidder was responsive and responsible; and

WHEREAS, the City finds that accepting the low bid and entering into a contract with the Contractor is in the best interest of 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. The Contract between the City and the Contractor for PIO Services in an amount not to exceed \$49,500, a copy of which is attached as Exhibit “A,” together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

Section 3. This Resolution shall become effective upon adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10TH DAY OF JUNE, 2025

THE CITY OF MARATHON, FLORIDA

Lynn Landry, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

Steve Williams, City Attorney

EXHIBIT A”

CONTRACT

THIS CONTRACT is made this _____ day of June, 2025 by and between the City of Marathon, Florida (the “City”) and Carlos Garcia, Attention Media LLC (the “Contractor”).

The parties, for the consideration provided for below, mutually agree as follows:

1. **SCOPE OF WORK** -The Contractor shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the scope of work as follows:

The work specified in this Section consists of the routine cleaning services not limited to but including the following:

A. Meets with City staff to provide guidance and assistance in developing comprehensive public information to increase community awareness of City programs and services. Works with City Manager and Department Heads to advise and coordinate public relations marketing efforts for major announcements or special events utilizing all media tools available including but not limited to utilizing press releases, social media (Facebook, twitter, etc.), television, and email.

B. Works in crisis communication environment with public and private sector communications professionals.

C. Tasks specifically, but not limited to, include the following:

- a) Attends all meetings of the Marathon City Council and attends all meetings as directed by City Manager to be informed on business and operational matters of the City.
- b) Researches, writes, and disseminates information for news releases, radio, newsletters, television, internet, intranet, social media, and other communications media.
- c) Tracks hot issues and trends concerning citizens' inquiries and requests and provides information accordingly orally and/or in writing as needed.
- d) Prepares information in formats such as brochures, posters, and charts to explain functions of City programs or operations to the general public, civic and educational groups.
- e) Designs and writes content and maintains the City's Website content: interfaces with technical staff as necessary to implement more complex projects.
- f) Take photographs and/or video for news releases and internal publications.
- g) Performs other duties as assigned.

2. COMPENSATION/PAYMENT

2.1 Contractor shall provide the City with an invoice on a by-weekly schedule with invoice dates on the 1st and the 15th of each month. Invoices must be submitted within five (5) days before each invoice date stating the services provided in the preceding by-weekly period.

2.2. The City shall make payment on said invoices of approved amounts due, that are not subject to set off, as required under the Florida Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished.

2.3. The Contractor shall be compensated at the unit prices specified in the Bid Schedule based upon the actual Work completed for the month. (\$8,250.00 monthly based on 40 hours per week)

2.4 In the event that all or a portion of an invoice submitted to the City for payment to the Contractor is disputed, or additional backup documentation is required, the City shall notify the Contractor within fifteen (15) working days of receipt of the invoice of such objection, modification, or additional documentation request. The Contractor shall provide the City within five (5) working days of the date of the City's notice. The City may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Contractor. The City, at its sole discretion, may pay to the Contractor the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

3. **TERM-** This Agreement shall be effective upon execution by both parties and shall continue for a term of six (6) months. The City may, at its sole option, extend this Agreement on the same or renegotiated terms and conditions for an additional term of two (2) one (1) year extensions. Such extensions shall be effective upon receipt of a written notice from the City to the Contractor received no later than 30 days prior to the date of termination.
4. **NON-WAIVER-** The failure of either party to this Contract 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 Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.
5. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:
 - 6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

Contract shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.

6. **PROTECTION OF PROPERTY AND THE PUBLIC-** The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with this contract as follows:

6.1. The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, the Construction safety Act of 1969, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

7. **INDEMNIFICATION**

7.1. The Contractor shall indemnify and hold harmless the City, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of Work under this contract, caused by any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable.

7.2. This indemnification obligation shall survive the termination of this Agreement.

7.3. The Contractor shall defend the City or provide for such defense, at the City's option.

7.5. The Contractor shall be held responsible for any violation of laws, rules, regulations, or ordinances affecting in any way the conduct of all persons engaged in, or the materials or methods used by him, on the Work. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work under this contract. Contractor shall secure and pay for all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this contract for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the City.

8. **CONTRACT DOCUMENTS** -The following documents shall, by this reference, be considered part of this Contract:

Instructions to Bidders.

All Addendums.

Contract Agreement.

Proposal

Detailed Specifications.

Qualification Statement.

Insurance Certificates

Licenses

9. **CONTRACTOR'S EMPLOYEES**

- 9.1. Contractor's employees shall serve the public in a courteous, helpful, and impartial manner.
- 9.2. The contractor shall, upon receipt of a written request from the City, immediately exclude any employee of Contractor from providing Work under this Agreement.
- 9.3. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 9.4. Contractor's employees shall wear a clean uniform that provides identification of both the Contractor's company and the name of the employee.
- 9.5 Any contractor or employee of contractor that will have access to Any City of Marathon Building or the Fire Station during non-business hours or weekends must provide a clear background check by a company whose business it is to provide backgrounds to include a criminal check. The successful Bidder shall, within ten (10) days of notice of the Award of the contract, deliver to the City a fully executed contract and all requested certificates of insurance and clear background checks with listing of employees who will have access to City Hall or the Fire Station.

10. **VEHICLES AND EQUIPMENT** -Contractor shall have on hand at all times and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Agreement. All vehicles used by Contractor to provide services under this agreement shall be painted uniformly with the name of Contractor, business telephone number, and the number of the vehicle in letters legible by the public. The City may require the repair or replacement of equipment as reasonably necessary. No other advertising shall be permitted on the vehicles.

11. **INSURANCE** - Contractor shall secure and maintain throughout the duration of this Contract, 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. The Contractor shall include the City as an additional insured on all insurance policies. A request for waiver may be requested if requested insurance is not applicable. The insurance coverages shall include a minimum of:

11.1 **Worker's Compensation and Employer's Liability Insurance:** Coverage to apply for all employees at minimum statutory limits as required by Florida Law. Contractors with Worker's Compensation exemption shall not hold the City liable for employee injury or claims.

11.2 **Comprehensive Automobile and Vehicle Liability Insurance:** Motor vehicle liability insurance, including applicable no-fault coverage, with limits of liability of not less than \$250,000 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.

11.3 **Commercial General Liability.** Commercial general liability coverage with limits of liability of not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

11.4 **Certificates of Insurance** shall be provided to the City at the time of execution of this Contract and certified copies provided if requested. Certificates of Insurance shall include the City as additional insured or certificate holder. 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.

12. **ASSIGNMENT AND AMENDMENT** -No assignment by the Contractor of this contract or any part of it, or any monies due or to become due, shall be made, nor shall the Contractor hire a sub-contractor to perform its duties under this Agreement without prior written approval of the City. This Agreement may only be amended by the parties with the same formalities as this Agreement.

13. **TERMINATION**

13.1. Either party may terminate this Agreement without cause upon 30 days written notice to the other party.

13.2. Upon notice of such termination, the City shall determine the amounts due to the Contractor for services performed up to the date of termination. The Contractor shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

13.3. After receipt of a notice of termination, and except as otherwise directed, the Contractor shall stop all Work under this Agreement and shall do so on the date specified in the notice of termination.

13.4. The City may terminate this Agreement upon five (5) days written notice if the Contractor defaults on any material term of this Agreement.

14. **CHOICE OF LAW** -This contract shall be governed by the laws of the State of Florida. Venue shall lie in Monroe County.

15. **ATTORNEY'S FEES** -In the event either party to this Agreement is required to retain legal counsel to enforce any of its rights under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings.

16. **ACCESS TO PUBLIC RECORDS.** The Contractor shall comply with the applicable provisions of Chapter 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 19, Florida Statutes. The Contractor shall retain all records associated with this Agreement in accordance with the Florida General Records Schedule GS1-SL for State and Local Government Agencies.

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@CI.MARATHON.FL.US or CITY OF MARATHON, FLORIDA 9805 OVERSEAS HWY MARATHON, FL 33050

17. **INSPECTION AND AUDIT-** During the term of this Agreement and for three (3) years from the date of Termination the Contractor shall allow City representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the City determines the Contractor was paid for services not performed, upon receipt of written demand by the City, the Contractor shall remit such payments to the City.

18. **SEVERABILITY** -If a term, provision, covenant, contract, or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this contract and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

19. **WAIVER OF JURY TRIAL-** The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

20. **COUNTERPARTS-** This contract may be signed by one or more counterparts, each of which, when executed shall be deemed an original and together shall constitute one and the same instrument.

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

For City: George Garrett, City Manager
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

With a Copy to: Steve Williams, City Attorney
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

Contractor: Carlos Garcia, Owner
Attention Media LLC
216 Coral Road
Islamorada, FL 33036

22. **INDEPENDENT CONTRACTOR**. The Contractor and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Contract. This Contract 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.

23. **COMPLIANCES WITH LAWS**. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Work.

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

25 **PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.

Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
George Garrett, City Manager

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

By: _____
Steve Williams, City Attorney

Signed, sealed, and witnessed in the
presence of:

CONTRACTOR:

By: _____

By: _____

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so on its behalf.

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

25 **PROHIBITION OF CONTINGENCY FEES.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

IN WITNESS WHEREOF the parties hereto have executed this Contract on the day and date first above written.


Attest:

CITY OF MARATHON

By: _____
Diane Clavier, City Clerk

By: _____
George Garrett, City Manager

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

By: 
Steve Williams, City Attorney

Signed, sealed, and witnessed in the
presence of:

CONTRACTOR:

By: 

By: 

(*) In the event that the Contractor is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so on its behalf.