City of Marathon City Council Agenda
9805 Overseas Hwy., Marathon, FL
Tuesday, October 13, 2026 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.** Red Ribbon Week Proclamation ……...26
- **C.** Audit Discussion (Vice Mayor Struyf)
- ***D.** Florida Keys Celtic Festival January 9 & 10 of 2027 - Permission To Sell Beer, Wine And Alcohol And Waiver Of Fees for Community Park……27
- ***E.** Fishermen's Community Hospital Evening of Gratitude on April 2, 2027 from 6 -10 pm approval to serve Alcohol in Oceanfront Park
- **F.** Finance Contract Discussion (Councilmember Matlock)……28
- **G.**

6. City Manager Report

- * **A.** MCSO Marathon Substation Report ……46
- * **B**. Grants Report ……67
- * **C.** Public Works Report ……..71
- * **D.** Park and Recreation Report……73
- * **E.** Engineering Report ……74
- * **F.** Marina Report ……78
- * **G**. Code Report ……81
- * **H.** Wastewater Utilities Report ……...82
- * **I.** Building Report ……86
- * **J.** Marathon Fire Rescue Report……87
- * **K**. Florida Commerce ACSC Administration Permit Contact Line (Informational)……89
- **L.** Affordable Housing Presentation (Josh Mothner)
- **M.** Pickleball Court Hours Discussion
- **N.** Fee Schedule For Community Park Use Discussion……90
- **O.**

7. City Attorney Report

- **A.** City of Marathon vs. Tokio Marine Settlement Approval……91

8. 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.**

9. Quasi-Judicial Public Hearings: Please be advised that the following items on the agenda are quasi-judicial in nature. If you wish to comment upon these items, please inform the Clerk by filling out the available sign-up form. An opportunity for persons to speak on the items will be made available after the applicant and staff has made their presentations on the items. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you refuse either to be cross-examined or to be sworn, your testimony will not be considered. The general public will not be permitted to cross-examine witnesses, but the public may request the Council to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. (Councilmember's to communicate ex parte communication.)

A. Consideration Of A Request For A Development Agreement, For QOF Inc., Pursuant To Chapter 102, Articles 8 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Development Agreement" For The Development Of Four (4) Single Family Affordable Residences; Located At And Around 701 91st Street; Which Is Legally Described As Lots 13 And 14 Sea Crest Heights Subdivision, Marathon, Monroe County, Florida; Having Real Estate Numbers 00350630-000000 & 00350640-000000, Nearest Mile Marker 52…….92

10. Ordinances for First Public Hearing

A. Ordinance 2026-31, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add Two New Subsections Titled Ocean Terrace And 82nd Street; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date. ……112

11. Ordinances for Second Public Hearing and Enactment:

A. Ordinance 2026-25, Amending The City's Land Development Regulations, Chapter 110 "Definitions", Article 3 "Defined Terms"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law……119

B. Ordinance 2026-26, Amending The City's Land Development Regulations, Chapter 107, "General Development Standards," Article 5, "Setbacks And Height," Section 107.36, "Exception To Setback"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law ……..125

C. Ordinance 2026-27, Amending The City's Land Development Regulations Chapter, 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; And Amending Chapter 104 "Specific Use Regulations," Article 1 "General Provisions," Section 104.05 "Alcohol Beverage; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law ……..129

D. Ordinance 2026-28, Amending The City's Land Development Regulations, Chapter 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law……. 140

E. Ordinance 2026-29, Amending The City's Land Development Regulations, Chapter 102, "Development Application Review Procedures," Article 10, "Subdivision Of Land/Plats And Re-Plats," Section 102.49, "Major Subdivision Improvement Requirements"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law…….146

F. Ordinance 2026-30, Amending The City Of Marathon's Comprehensive Plan, Amending Chapter Four, "Conservation And Coastal Element," Policy 4-1.19.5, "Limit Public Expenditures In The Coastal High Hazard Area," And Amending The City Of Marathon's Comprehensive Plan Modifying Chapter Seven, "Capital Improvements Element," Policy 7-1.5.3, "Review Proposals For Consistency With The Plan," Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce After The First Hearing By The City Council; And Providing For An Effective Date ……153

12. Resolutions For Adoption

A. Resolution 2026-84, Approving An Interlocal Agreement Between The City Of Layton And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date **(Continued from the September 8, 2026 Meeting)…**…….163

B. Resolution 2026-85, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date **(Continued from the September 8, 2026 Meeting)**…….167

C. **Resolution 2026-94**, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring From Key Colony Beach To Marathon Twelve (12) Early Evacuation Workforce Affordable Housing Residential Allocations For The Development Of Same At The Southerly Terminus Of 64th Street Having RE#: 00338720-000000; And Providing An Effective Date…….169

***D.** **Resolution 2026-95,** Waiving The City's Purchasing Policies And Procedures And Retroactively Approving An Emergency Sole Source Purchase Of A Stretcher From Stryker Sales, LLC In An Amount Not To Exceed $37,434.55; Authorizing The City Manager To Execute The Purchases On Behalf Of The City And Expend Budgeted Funds; And Providing For An Effective Date…….172

***E.** **Resolution 2026-96,** Approving And Authorizing The City Manager To Extend the Agreement With Culver's Cleaning Company For Cleaning Services At Marathon City Hall and Fire Station In An Amount Not To Exceed $46,800 Per Year; And Providing For An Effective Date…….180

***F.** **Resolution 2026-97** Authorizing A "Piggy-Back" Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of one (1) 2026 Jet-Vac 900 Eco Under Sourcewell Contract #021726-SCA From Jet-Vac Equipment Company, LLC., In An Amount Not To Exceed at total of $671,890.70; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date…….192

***G.** **Resolution 2026-98,** Approving A Commercial Lease Between The City And Christina's Courage, Inc. For The Property Described In Exhibit A; Authorizing The City Manager To Execute The Lease; And Providing For An Effective Date…….200

***H.** **Resolution 2026-99**, Approving Change Order No. 3 To Contract Between The City And Platform Group, LLC., In The Current Amount Of $1,253,113.00 For the Re-Development of Skate Park At Community Park; Increasing The Contract In An Amount Not To Exceed $265,240.00; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date……..211

***I.** **Resolution 2026-100**, Approving An Amendment To The Agreement Between The City Of Marathon And The City Of Key Colony Beach For The Provision Of Emergency Medical And Fire Rescue Services; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date…….219

***J.** **Resolution 2026-101,** Amending The City Boat Ramp Usage Fees, Trailer Parking Fees And Parking Fees At Sombrero Beach; And Providing For An Effective Date……232

***K.** **Resolution 2026-102,** Ratifying The Collective Bargaining Agreement Between The City Of Marathon, Florida And The Professional Firefighters Of Marathon, International Association Of Firefighters Local 4396; Authorizing The City Manager To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date. ……..235

***L. Resolution 2026-103,** Approving Grant Agreement ID# H1496 Between The City And The Florida Division of Emergency Management Mitigation Bureau for updates to the City of Marathon existing Stormwater Master Plan; Appropriating Funds; And Providing For An Effective Date ……239

13. Council comments

14. 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. 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.

ADA Assistance: The City of Marathon is committed to ensuring that all members of the public can participate fully in City Council meetings, programs, and services. We strive to provide an inclusive and accessible environment in accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act. The City will provide reasonable accommodations to enable individuals with disabilities to attend and engage in Council meetings.

To request accommodation, please contact: Evie Engelmeyer, **ADA Coordinator** City of Marathon Phone: (305) 289-4122 Email:engelmeyere@ci.marathon.fl.us Address: 9805 Overseas Highway, Marathon, FL 33050

To ensure availability, requests should be made **at least 72 hours before the meeting**. However, the City will make every effort to fulfill requests received in less time. We welcome public input on how we can continue improving accessibility. If you have comments, concerns, or suggestions regarding accessibility at City Council meetings, please reach out to the ADA Coordinator using the contact information above.

City of Marathon
City Council Action Minutes
September 8, 2026 5:30 pm City Council Meeting Minutes

CALL TO ORDER – A City Council Meeting of the City of Marathon, Florida was held on September 8, 2026, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Lynny Del Gaizo called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

Mayor Del Gaizo asked for a moment of silence in memory of former Mayor and Councilmember Mike Cinque.

ROLL CALL - There were present:

Councilmember Landry

Councilmember Matlock

Councilmember Still

Vice Mayor Struyf

Mayor Del Gaizo, comprising a quorum.

Also, in attendance were:

City Attorney/Interim City Manager, Steve Williams

City Clerk, Diane Clavier

Finance Director, Jennifer Johnson

Planning Director, Brian Shea

Senior Planner, Dan Gilizio

Building Official, Gerard Roussin

Deputy City Manager, Brian Bradley

HR Director, Evie Engelmeyer

It Director, Henry Kokenzie

Code Director, Ted Lozier

City Engineer, Carlos Solis

Public Works Director, Paul Bartnik

Parks Director, Scott Williamson

Deputy Utilities Director, Libby Soldano

DRAFT

Fire Chief Shana Rogers

MCSO Capt. Derek Paul

Approval Of Agenda and Consent Agenda

Still removed Resolution 2026-78 from the consent agenda. Landry removed Resolution 2026-83 from the consent agenda. Matlock removed Resolutions 2026-84 and 85 from the consent agenda. Clavier removed resolutions 2026-87 and 2026-88 from the consent agenda for public comment.

MOTION: Landry moved to approve the agenda as amended
SECOND: Still

With no objection from the members of the Council, Mayor DelGaizo declared the agenda approved as amended.

City Council Items

***A.** Approval of Minutes
B. Patriot Day Proclamation – the Council presented the proclamation to Chief Rogers.
C. Diaper Need Awareness Week Proclamation (Councilmember Still) Council presented the proclamation to Alanna Dixon with Florida Keys Healthy Start Coalition.
D. National Scenic Byway Day Proclamation – Council presented the proclamation to Planning Director Shea.
E. Approval to Sell Alcohol on September 27th After the Bell Community Picnic; a Back-to-School Break Event at Oceanfront Park – Council gave a head nod of approval
F. Parade for witches in the Hammock on October 17th Discussion (Councilmember Still) – Council approved the parade, subject to required agency coordination and permits.

City Manager Report

* **A.** MCSO Marathon Substation Report
* **B**. Grants Report
* **C.** Public Works Report
* **D.** Park and Recreation Report
* **E.** Engineering Report
* **F.** Marina Report
* **G**. Code Report
* **H.** Wastewater Utilities Report
* **I.** Building Report
* **J.** Marathon Fire Rescue Report
* **K**. Florida Commerce ACSC Administration Permit Contact Line (Informational)
L. Harbor Boat Ramp Parking Discussion - Williams reviewed the existing Harbor Drive boat ramp parking restrictions.

Jeff Smith supported restoring parking .

John Callion – asked the Council to restore the parking at the boat ramp at Harbor Drive.
Council directed staff to work with Public Works on reopening parking, establishing a visible trailer-length boundary, improving signage and enforcement, and monitoring use of the area.

Citizens' comments:

Charlotte Quinn thanked the Council for its support of Crane Point and approval of the Witches in the Hammock parade.

Diane Scott expressed concerns regarding the Monroe County Sheriff's Office and requested that the City consider establishing its own police department.

Bettye Chaplin expressed safety concerns regarding obstructions, rocks, and mailboxes within the Sombrero Beach Road right-of-way.

Mike Millard raised code-enforcement and traffic-safety concerns on Coco Plum Drive, thanked staff for progress on trail lighting, and asked about the status of Seven Mile Marina.

Quasi-Judicial Public Hearings:

A. Resolution 2026-76, Approving Subject To Conditions, A Request By Kerry Myers And Patrick Donald To Abandon The Public Right Of Way Located Between 11189 5th Ave Ocean, Described As Lot 27 And S 1/2 Adj Unnumbered Parcel Little Venice PB3-7 Key Vacca Having Real Estate Number 00344370-000000 And 11188 5th Ave Ocean Described As Little Venice PB3-7 Key Vacca Lot 22 & N 1/2 Adj Unnumbered Parcel, Having Real Estate Number 00344320-000000. Nearest Mile Marker 53.4; And Providing For An Effective Date

The clerk swore in speakers and the Council stated they had no exparte communications.

Shea explained that the applicants already owned the waterfront portions at the end of the right-of-way and that approval would remain subject to utility-easement conditions.

Patrick Stevens, representing the applicant spoke in support of the ROW abandonment. The clerk informed the Council there were no speakers.

MOTION: Struyf moved to approve Resolution 2026-76
SECOND: Landry

Vote of the Motion:
Yes: Struyf, Landry, Still, Matlock, Del Gaizo
No: None
Absent: None
Abstain: None

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

B. Resolution 2026-77, Approving The Ranking And Allocations Of The Market Rate And Affordable Residential Building Permit Allocation System (RBPAS) For Period 2, Year 2026 (July 14, 2026 To January 13, 2027); And Providing For An Effective Date

Shea reported that two eligible applicants remained in the general market-rate pool and that the owner-occupied pool had been cleared. The clerk informed the Council there were no speakers.

MOTION: Landry moved to approve Resolution 2026-77
SECOND: Matlock

Vote of the Motion:
Yes: Landry, Matlock, Still, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

Ordinances For Second Public Hearing and enactment:

A. Ordinance 2026-23, Modifying Section 32-2 Of The City Code Of Ordinances, 'Regulation Of Wrecker Operators Who Provide Towing And Storage Services At The Request Of Law Enforcement Officers; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

Struyf abstained and left the dais.

Shea explained there were no changes since the first hearing.

Alex Sweeney questioned prior enforcement of the City's towing ordinance.

William Pruit supported removing duplicative City fees and inspections where State and County requirements already applied.

MOTION: Matlock moved to approve Ordinance 2026-23
SECOND: Still

Vote of the Motion:
Yes: Matlock, Still, Landry, Del Gaizo
No: None
Absent: None
Abstain: Struyf
Vote on the Motion: 4 Yes, 0 No, 0 Absent, 1 Abstain

Ordinance 2026-24, Amending Chapter 15 Fire Prevention, Article 1 "In General", Amending Section 15-6 Entitled "Chickees And Tikis," Amending Section 15-7 Entitled "Penalty," Amending Sections 15-8 Through 15-26 Entitled "Reserved;" Of The City Of Marathon Code Of Ordinances; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; And Providing For An Effective Date.

Shea reported no changes since the first public hearing. The ordinance aligns the City's requirements for chickees and tikis with recently amended State law.

Clavier informed everyone that no one was signed up to speak.

MOTION: Landry moved to approve Ordinance 2026-24
SECOND: Matlock

Vote of the Motion:
Yes: Landry, Matlock, Still, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

Ordinances for First Public Hearing

A. Ordinance 2026-25, Amending The City's Land Development Regulations, Chapter 110 "Definitions", Article 3 "Defined Terms"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law

B. Ordinance 2026-26, Amending The City's Land Development Regulations, Chapter 107, "General Development Standards," Article 5, "Setbacks And Height," Section 107.36, "Exception To Setback"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

Shea explained that Ordinances 2026-25 and 2026-26 update City definitions and setback provisions to conform with State law governing chickees and tikis. Existing structures are not affected. The Clerk informed the Council there were no public speakers.

MOTION: Still moved to approve Ordinance 2026-25
SECOND: Landry

Vote of the Motion:
Yes: Still, Landry, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

MOTION: Still moved to approve Ordinance 2026-26
SECOND: Landry

Vote of the Motion:
Yes: Still, Landry, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

C. Ordinance 2026-27, Amending The City's Land Development Regulations Chapter, 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; And Amending Chapter 104 "Specific Use Regulations," Article 1 "General Provisions," Section 104.05 "Alcohol Beverage; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law

Shea explained that the amendment permits alcohol sales as a specific licensed use at the airport; any operator must still apply for the required license. The Clerk informed the Council there were no public speakers.

MOTION: Still moved to approve Ordinance 2026-27
SECOND: Struyf

Vote of the Motion:
Yes: Still, Struyf, Landry, Matlock, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

D. Ordinance 2026-28, Amending The City's Land Development Regulations, Chapter 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of

This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

Shea explained that State law requires mobile or modular homes to be permitted wherever single-family homes are allowed beginning January 1, 2027. All units must meet current wind, flood, and other applicable codes. The Clerk informed the Council there were no public speakers.

MOTION: Landry moved to approve Ordinance 2026-28
SECOND: Still

Vote of the Motion:
Yes: Landry, Still, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

E. Ordinance 2026-29, Amending The City's Land Development Regulations, Chapter 102, "Development Application Review Procedures," Article 10, "Subdivision Of Land/Plats And Re-Plats," Section 102.49, "Major Subdivision Improvement Requirements"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law .

Shea explained that the ordinance implements recommendations from the City's vulnerability analysis and permits resilient road and drainage improvements in the Coastal High Hazard Area when those improvements protect the broader community. The Clerk informed the Council there were no public speakers.

MOTION: Struyf moved to approve Ordinance 2026-29
SECOND: Matlock

Vote of the Motion:
Yes: Struyf, Matlock, Still, Landry, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

F. Ordinance 2026-30, Amending The City Of Marathon's Comprehensive Plan, Amending Chapter Four, "Conservation And Coastal Element," Policy 4-1.19.5, "Limit Public Expenditures In The Coastal High Hazard Area," And Amending The City Of Marathon's Comprehensive Plan Modifying Chapter Seven, "Capital Improvements Element," Policy 7-1.5.3, "Review Proposals For Consistency With The Plan," Providing For Severability; Providing For The Repeal Of Conflicting

Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce After The First Hearing By The City Council; And Providing For An Effective Date.

Shea explained that the companion Comprehensive Plan amendment allows future public investment in the Coastal High Hazard Area and will be transmitted to the State for review before returning to the Council for adoption. The Clerk informed the Council there were no public speakers.

MOTION: Still moved to approve Ordinance 2026-30
SECOND: Landry

Vote of the Motion:
Yes: Still, Landry, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

Resolutions For Adoption

A. Resolution 2026-78, Approving An Employment Agreement Between Steve Williams And The City Of Marathon, Florida For City Manager Services; Authorizing The Mayor To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date

Wendy Bonilla – commented on the selection process and suggested to start fresh.

Armand Messina – thanked the Council for putting the time into hiring a City manager and asked them to take time to make a good decision.

Jeff Smith spoke against the contract term, severance, and the four-vote termination provision.

Charlie Brown – spoke of his concerns on the selection process, and the lack of information.

Matlock explained he slowly changed his mind; it is no secret how things changed, there are a lot of assumptions, it is the same broken record.

Engelmeyer noted that the new salary would be a 1% increase ($3,000) over Williams' existing pay. Williams explained that some other comparable city managers in Florida receive – well into the $300,000 range and above. Williams reported he arrived at the number by using a 2025 survey of comparable Florida city manager salaries, updated to 2026 figures, and clarified that if the contract was accepted, he would not take a merit or cost of living adjustments in the city's 2026-27 budget, but would have increases matching the rates provided to other staff in future years.

Landry and Matlock explained the 4-1 provision as one of their strongest sticking points, with Landry suggesting the supermajority could be beyond the council's legal authority. Williams explained the 4-1 term was non-negotiable to him. Williams explained to the Council that staff have been

threatened, and someone fired a bullet into his home with his wife and daughter present.

The Council amended the agreement to exclude an October 2026 cost-of-living or merit increase; limit severance to the City Manager position; remove payment for local civic memberships, remove references to a prescribed City vehicle while retaining the vehicle allowance and set compensation for prior interim-manager service at zero. The reversion provision and four-vote termination requirement remained. Williams informed everyone he would not take the double severance if he should be terminated from both the City Manager and Attorney positions.

MOTION: Still moved to approve Resolution 2026- 78 as amended.
SECOND: Struyf

Vote of the Motion:
Yes: Still, Struyf, Del Gaizo
No: Landry, Matlock
Absent: None
Abstain: None
Vote on the Motion: 3 Yes, 2 No, 0 Absent, 0 Abstain

*B. **Resolution 2026-79**, 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

***C. Resolution 2026-80,** Approving The Professional Service Agreement Between The City And RS&H, Inc., For Construction Engineering And Inspection (Cei) Services For The Replacement Of The 117th Street, 116th Street, & 112th Street Bridges In An Amount Not To Exceed $761,344.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date

***D. Resolution 2026-81,** Accepting The Lowest Responsive And Responsible Bid, And Approving A Contract Between The City And General Asphalt Co., LLC., In An Amount Not To Exceed $1,561,817.29 For The Replacement Of The 117th Street Bridge; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

***E. Resolution 2026-82,** Approving The Work Authorization Agreement Between The City And McFarland-Johnson, Inc., For Professional Engineering Services For The Design of Lighting For Multi-Use Trail Along Coco Plum Drive From US 1 to Ave. K In An Amount Not To Exceed $57,700.00; Authorizing The City Manager To Execute The Contract And Expend Funds On Behalf Of The City; And Providing For An Effective Date

F. Resolution 2026-83, Approving A Contract Between The City And Hawkins, Inc. For Delivery of Chemicals to the Wastewater Treatment Plants, In An Amount Not To Exceed $1,829,000.00; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

Jeff Smith questioned the absence of the bid-tabulation exhibit from the published packet.

Soldano stated that three bids were received, explained the responsive-bid results, and acknowledged that the exhibit had been omitted.

MOTION: Landry moved to approve Resolution 2026-83
SECOND: Still

Vote of the Motion:
Yes: Landry, Still, Matlock, Struyf, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

G. Resolution 2026-84, Approving An Interlocal Agreement Between The City Of Layton And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

Jeff Smith – supported accepting the allocations.

Joshua Mothner - supported accepting the allocations and discussed potential standards for their use.

Bettye Chaplin – explained she spoke with a county commissioner two years again about a 50-unit dormitory, and this ILA does not describe what this would be.

Council discussed eligibility, density, neighborhood impacts, timing, and the need to establish allocation criteria before acceptance. Matlock commented that rents are higher on the affordable units than in the private sector. Matlock questioned if Layton voted on this and felt that they did not have the rights to give to us. Struyf commented that this was too much for tonight, and suggested tabling both 2026-84 and 85

MOTION: Matlock moved to table Resolution 2026-84 to October 13th at 5:30, date and time certain.
SECOND: Struyf

Vote of the Motion:
Yes: Matlock, Struyf, Still, Landry, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

H. Resolution 2026-85, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

MOTION: Matlock moved to table Resolution 2026-85 to October 13, at 5:30 pm date and time certain.
SECOND: Struyf

Vote of the Motion:
Yes: Matlock, Struyf, Still, Landry, Del Gaizo
No: None
Absent: None
Abstain: None
Vote on the Motion: 5 Yes, 0 No, 0 Absent, 0 Abstain

***I. Resolution 2026-86,** Approving An Agreement With The Firm Of Raftelis Financial Consultants, Inc. To Complete A Building Permit Fee Study In An Amount Not To Exceed $70,000; Authorizing the City Manager to Execute The Work Authorization And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

J. Resolution 2026–87, Accepting The Lowest Responsive And Responsible Bid, And Approving A Contract Between The City And VisualScape, Inc. In An Amount Not To Exceed $334,570.60 For The Installation of Landscaping along the US 1 Corridor In Front Of The Airport; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

Solis explained that the corrected contract amount includes an optional additional three months of maintenance and watering if Public Works is not ready to assume maintenance after the initial three-month period. Clavier reported that no one was signed up to speak.

MOTION: Still moved to approve Resolution 2026-87
SECOND: Landry

With no objection from the members of the Council, the item was approved.

K. Resolution 2026-88, Approving A Professional Services Agreement Between The City Of Marathon And Professional Practice Support, Inc., Third Party Healthcare Billing Agreement; Authorizing the City Manager To Execute The Extension And Expend Budgeted Funds; And Providing For An Effective Date

Clavier reported that no one was signed up to speak.

MOTION: Still moved to approve Resolution 2026-88
SECOND: Landry

With no objection from the members of the Council, the item was approved.

Council Comments:

Landry thanked the public and staff, congratulated Williams, and commended Public Works.

Struyf thanked staff for compiling information and congratulated Williams.

Matlock congratulated Williams and looked forward to his work as City Manager.

Still congratulated Williams, encouraged unity, and highlighted upcoming City events.

Del Gaizo congratulated Williams, thanked the public, honored former Mayor and Councilmember Mike Cinque, and invited residents to the September 11 remembrance.

ADJOURNMENT

With no further business to come before the Council, Mayor Del Gaizo adjourned the meeting at 8:11 pm with unanimous consent.

I certify the above represents an accurate summary of the City Council meeting of September 8, 2026.

_____ _____

Diane Clavier, City Clerk Date

DRAFT

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Struyf Debra	Marathon City Council
MAILING ADDRESS 2021 Dolphin Drive	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Marathon — COUNTY: Monroe	NAME OF POLITICAL SUBDIVISION: City of Marathon FL
DATE ON WHICH VOTE OCCURRED September 8, 2026	MY POSITION IS: ☑ ELECTIVE ☐ 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, Vice Mayor Struyf, hereby disclose that on September 8, 20 26:

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

X 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:

Ordinance 2026-23, Modifying Section 32-2 Of The City Code Of Ordinances, 'Regulation Of Wrecker Operators Who Provide Towing And Storage Services At The Request Of Law Enforcement Officers; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

I am the President of Paradise Towing Inc. in Marathon.

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.

9/22/2026
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.

City of Marathon
City Council Action Minutes
September 16, 2025 5:30 pm City Council Special Call Meeting Minutes

CALL TO ORDER - A Special Call Meeting of the City Council of Marathon, Florida was held on September 16, 2025 in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Del Gaizo called the meeting to order at 5:34 pm.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember

Councilmember Matlock

Councilmember Still

Vice Mayor Struyf was absent.

Mayor DelGaizo, comprising a quorum.

Also, in attendance were:
City Manager/City Attorney, Steve Williams

City Clerk, Diane Clavier

Finance Director, Jennifer Johnson

Deputy City Manager, Brian Bradley

Deputy Utilities Director, Libby Soldano

Code Director, Ted Lozier

Marina Director, Sean Cannon

Park and Recreation Director, Scott Williamson

Building Official, Gerard Roussin

Senior Planner, Dan Gulizio

Marina Director, Sean Cannon

Public Works Manager, Paul Bartnik

City Engineer, Carlos Solis

Fire Rescue Chief Rogers

PIO, Chris Seymour

Grant Coordinator, Maria Covelli

MCSO Capt. Derek Paul

Approval Of Agenda and Consent Agenda

MOTION: Landry moved to approve the agenda
SECOND: Still

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

First Public hearing to adopt tentative budget and millage rate

Johnson explained the proposed tax rate of 2.3231 mills, which is 18.82% above the roll back rate of 1.9552 mills. Johnson gave an example of a home in the City of Marathon the tax bill portion on a $700,000 home would be $1,626.17, an increase of $182 from the previous year. Johnson reported the General Fund is significantly supported by our ad-valorem revenues and this millage rate will generate about $12.2M of revenues for our general fund. Johnson explained the FY27 tentative budgeted expenditures includes the following notable increases from the prior year:

Overall cost of living increases, merit adjustments, and increases for bargaining unit members

Parks & Rec increased maintenance of structures and grounds as well as increased utility costs

Public Works - Additional of ½ FTE position for the Public Works/Street Maintenance Manager position and increased annual transfer to support the Street Maintenance Fund operations

At this millage rate the City would be using approximately $1.9M of the general fund reserves. If the general fund budget goes as planned that would leave the City at 9/30/2027 with 21 days less than our 12-month targeted fund balance in the general fund (-$1,550,146). The unassigned fund balance is used for items such as emergencies, unforeseen items, and settlements.

Johnson also briefed the Council on the special revenue funds, capital projects fund, debt service fund, and enterprise funds. Johnson explained the Affordable Housing fund includes $400,000 of appropriations to continue the first-time home buyer loan program. Johnson explained the Building, Marina and Utility Funds are budgeting to continue the existing level of services the City currently provides. Johnson reported the Wastewater Fund includes approximately $52M of debt proceeds to offset the construction of the new deep well, the SA6 Flood Wall, and SA5 Tank and Membrane Upgrade projects. Johnson informed everyone the Street Maintenance Fund includes a new ½ FTE for the Street Maintenance/Public Works Manager position, and 1 new FTE employee for taking on the additional landscaping responsibilities along the US1 corridor. Johnson explained the Capital Infrastructure budget included appropriations for:

- $500,000 for the AV equipment upgrade to Council Chambers
- $1.3M for 7 Mile Marina Improvements
- $2.1M for Quay improvements
- Community Park – splash pad, concession stand and restrooms, lighting upgrades, replacement of baseball field fencing and netting

- $7.5M for Road, Bridge, Path, and Lighting Improvements
- As well as transfers to the General, Vehicle Replacement, Debt Service and Stormwater Fund

The overall tentative FY27 budget including all City funds is $202,260,044

The Mayor called for speakers.

Sheryl Swab, the outgoing CEO of the Domestic Abuse Shelter thanked the council for their past support and invited everyone to a meet and greet next Tuesday at the Marathon Community Theatre for the incoming CEO, Jackie Curl.

Johnson read Resolution 2026-89 into the record.

A Resolution Of The City Of Marathon, Florida, Adopting The Tentative Millage Rate And Levy Of Ad Valorem Taxes For The City Of Marathon, Florida For Fiscal Year 2026-2027; And Providing For An Effective Date

Johnson read section two of the resolution into the record.

Section 2. The FY 2026-2027 tentative millage rate for the City is 2.3231 mills, which is $2.3231 for each thousand dollars of taxable assessed property value; and the tentative millage rate is greater than the rolled-back rate of 1.9552 mills by 18.82%.

Matlock informed everyone he would like to reduce a few things in the budget. Johnson and Williams suggested that the Council send their recommendations over the next week.

Still commented that we needed to stick with the 3.8% COLA. Williams explained the merit would not be across the board. Landry commented that a few years ago, we decided to use the June numbers. Still asked what the difference would be between 3.8 vs. 3.4 percent. Johnson replied $20,330 overall and the June COLA would likely be more.

Johnson and Williams explained the uncertainty of Amendment 3 and the exemptions.

Del Gaizo asked about the splash pad donation. Matlock commented that it takes staff to maintain what we have which is more than we had a few years ago; the skate park, splash pad, Saltys, etc.

Matlock questioned where the Key Colony Fire Service increase brings us. Johnson responded 18 days short vs. 21 days with a spending deficit of approximately two million. Johnson replied staff has shaved $25,000 off the budget so far.

MOTION: Still moved to approve Resolution 2026-89, with the tentative millage rate of 2.3231
SECOND: Matlock for discussion

Vote of the Motion:

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

Vote on the Motion: 2 Yes, 2 No, 1 Absent, 0 Abstain

The motion failed.

Williams reminded the Council that there is not an election this year, there are no protesters here and bills go up in the City too. Landry commented that we did not increase boat ramps and parking fees. Williams commented that the Council is free to do so.

MOTION: Still moved to reconsider Resolution 2026-89, at the same millage rate of 2.3231
SECOND: Matlock for discussion

Matlock commented that we can still change the rate to lower, but not higher.

Vote of the Motion:
Yes: Still, Matlock, Landry, DelGaizo
No: None
Absent: Struyf
Abstain: None

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

Johnson read Resolution 2026-90 into the record.

A Resolution Of City Of Marathon, Florida, Adopting The Tentative Budget For Fiscal Year 2026-2027; And Providing For An Effective Date

Johnson reported the tentative budget for fiscal year 2026-2027 at $ 202,260,044.

Landry asked everyone to find some places to reduce the budget.

MOTION: Still moved to approve Resolution 2026-90
SECOND: Matlock

Vote of the Motion:
Yes: Still, Matlock, Landry, DelGaizo
No: None
Absent: Struyf
Abstain: None

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

- **Resolution 2026-91,** Approving Adoption of Deep Injection Well Facilities Plan Amendment No. 1, and Authorization for FDEP SRF Submission to The State of Florida Department of Environmental Protection (FDEP); And Providing For An Effective Date

ADJOURNMENT

With no further business to come before the Council, Mayor Landry adjourned the meeting at 6:30 pm by unanimous consent.

I certify the above represents an accurate summary of the regular Council meeting of September 16, 2026.

_____ _____
Diane Clavier, City Clerk Date

City of Marathon
City Council Workshop Minutes
September 22, 2026 5:30 pm City Council Meeting Minutes

CALL TO ORDER - A Special Call Meeting of the City Council of Marathon, Florida was held on September 22, 2026, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Del Gaizo called the meeting to order at 5:30 pm.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - There were present:

Councilmember Landry

Councilmember Matlock

Councilmember Still

Vice Mayor Struyf

Mayor Del Gaizo, comprising a quorum.

Also, in attendance were:

City Attorney/City Manager, Steve Williams
Deputy City Clerk, Mariah Muino
Deputy City Manager, Brian Bradley
Planning Director, Brian Shea
Finance Director, Jennifer Johnson
Senior Planner, Dan Gilizio
HR Director, Evie Engelmeyer
Code Director, Ted Lozier
City Engineer, Carlos Solis
Parks Director, Scott Williamson
Deputy Utilities Director, Libby Soldano
Marina Director, Sean Cannon
Public Works Director, Paul Bartnik
Grants Coordinator, Maria Covelli
MCSO Capt. Derek Paul
Fire Rescue Chief Rogers

DRAFT

Approval Of Agenda and Consent Agenda

MOTION: Still moved to approve the agenda.
SECOND: Struyf

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

Final Public hearing to adopt tentative budget and millage rate:

Johnson presented the proposed FY 2026-2027 budget. The proposed millage rate was 2.3231 mills, 18.82% above the 1.9552 rollback rate. She explained that the General Fund was already projected to deficit spend approximately $2 million and that the deficit could approach $4 million without a tax increase. Revenue adjustments included $100,000 in additional EMS revenue, $135,000 in additional Code revenue, and a 20% increase in parking fees, bringing projected General Fund revenue to approximately $23.75 million. Johnson explained that 2.1507 mills would be 10% above rollback and would provide approximately 11 months of reserves, compared with the City's 12-month target, while still resulting in approximately $2.3 million in deficit spending. Councilmembers expressed concern about the size of the tax increase and discussed reducing the increase to approximately 7%. The Council also discussed the 3.8% COLA, the 2% merit budget, employee performance reviews, and whether compensation adjustments could be structured to provide greater benefit to lower-paid employees. The Council continued discussion regarding COLA and merit increases. Landry explained that the City's practice had been to use the June CPI rate, and staff explained that the difference between 3.4% and 3.8% was approximately $20,300 for eligible employees. Councilmembers discussed maintaining the 3.8% COLA while looking for reductions elsewhere. The Council reviewed the merit program and performance evaluation process. Hr Director Engelmeyer explained that supervisors complete performance reviews, which are reviewed by administration before being provided to employees. The Council also discussed the $500,000 Capital Infrastructure Fund. Johnson clarified that the fund is supported by discretionary sales tax revenue rather than property taxes.

Johnson explained that the City's Key Colony Beach EMS calculation is generally based on projected actual costs from the prior fiscal year. Based on projected FY2026 actuals, the payment would increase approximately $125,949; using the FY2027 budget would result in an increase of approximately $279,356. Councilmembers supported bringing Key Colony Beach current on its share of EMS costs and reviewing the interlocal agreement annually. Fire Chief Rogers explained that Marathon would continue providing mutual aid when the County was unavailable because Marathon is approximately three to four minutes away compared with approximately ten minutes or more from the County station. Mutual-aid responses would not generate payment to the City.
By consensus, the Council supported the approximately $125,949 increase and requested that the agreement return for review in October.

The Council continued discussing reductions necessary to bring the millage increase closer to 7%. Council also discussed professional services, vehicles, staffing, departmental expenditures, and the Moffner budget, with a potential $50,000 reduction discussed. Councilmembers emphasized the

need to reduce the projected deficit while maintaining necessary services. The Council also discussed future costs associated with the deep well project and potential funding through rates, assessments, or other sources.

Public Comment:

Daniel Samess - representing the Greater Marathon Chamber of Commerce, urged the Council to reduce the proposed tax increase and noted concerns regarding the rising cost of living and doing business. He encouraged the Council to review expenditures and reduce costs for property owners and tenants.

Andrew Leird - a Marathon resident, spoke in opposition to the proposed 18% increase and expressed support for a lower increase.

Mike Millard - presented an analysis of the City's budget and identified areas he believed warranted additional review, including Information Technology, Parks and Recreation, Public Works, General Services, EMS, revenue projections, and investment earnings. He suggested that expenditure reductions and additional revenue could reduce the projected deficit.

Jeff Smith- discussed historical budget-to-actual spending, staffing levels, employee compensation, and departmental efficiency. He encouraged the Council to review staffing and expenditures in relation to current workloads.

Ben Daughtry - encouraged the Council to reduce expenses and review staffing, vehicles, and other costs. He also noted that tax increases affect businesses, homeowners, and renters.

Following public comment Council discussed the projected deficit and the relationship between the millage rate, expenditure reductions and considered 7%, 6%, and 5% millage options and discussed the additional reductions that would be required at each level. Council discussed the City Attorney budget and a proposal to reduce it by approximately $100,000. Williams cautioned that a significant reduction could affect the City's ability to obtain qualified legal services. Councilmembers also discussed future City Attorney staffing and agreed to leave the budgeted salary amount unchanged at that time. Council then discussed staffing levels, City vehicles, departmental workloads, and whether additional savings could be achieved without reducing essential services. Revenue sources were also reviewed, including Code enforcement and parking revenues. Williams explained that increased Code revenue could not necessarily be relied upon indefinitely because improved compliance could reduce future revenue.

Council continued reviewing the impact of various millage rates and expressed concern about both the tax burden and the projected deficit. Johnson explained that a 6% increase would result in a millage rate of approximately 2.0727 mills, approximately 11 months of reserves, and a projected spending deficit of approximately $2.564 million. Councilmembers discussed whether additional reductions could bring the millage rate to 6% or 5% and also discussed the City's previous compensation increases following COVID-19, including COLA and merit adjustments, and the need to respond to the City's current financial position.

Johnson read Resolution 2026-92 into the record: Resolution 2026-92, a resolution of the City of Marathon, Florida, adopting the final millage rate and levy of ad valorem taxes for the City of Marathon of Monroe County, Florida, for fiscal year 2026-2027, providing for an effective date.

Johnson read section two of the resolution into the record: The fiscal year 2026-2027 final millage rate for the City of Marathon is 2.0927 mills, which is $2.0927 per $1,000 of taxable assessed value, and the final millage rate is greater than the rollback rate of 1.9552 mills by 7.03%

MOTION: Still
SECOND: Struyf

Vote of the Motion:
Yes: Still, Struyf
No: Landry, Mattlock
Absent: None
Abstain: None
Vote on the Motion: 2 Yes, 2 No, 0 Absent, 0 Abstain

Mayor Del Gaizo did not vote, stating that four affirmative votes were required for passage. Resolution 2026-92 failed**.**

Council continued discussion of the millage rate and the projected budget deficit. Johnson explained that a 5% increase would result in a millage rate of approximately 2.0527 mills and a projected spending deficit of approximately $2.67 million. A 5.5% increase would result in a millage rate of 2.0627 mills and a projected spending deficit of approximately $2.617 million. Councilmembers discussed the City's reserve policy and the importance of maintaining approximately one year of reserves due to the City's vulnerability to hurricanes and the time required to receive FEMA reimbursements. Johnson noted that after Hurricane Irma, the General Fund became negative within approximately 20 days, reinforcing the importance of maintaining adequate reserves. Williams noted that the City had increased from approximately 112 full-time equivalent employees in 2022 to approximately 143 in 2025, in part due to bringing certain services in-house. Council discussed the need to continue reducing expenditures and avoiding placing the entire burden on taxpayers. Some Councilmembers expressed support for a 5.5% increase and directed staff to continue identifying potential departmental reductions while recognizing the difficulty of addressing the deficit in future years. Council ultimately discussed maintaining the same millage rate as the prior year, which would result in an overall increase of approximately 5.52% due to changes in taxable property values. Johnson stated that the resulting millage rate would be 2.0631 mills, compared to the rollback rate of 1.9552 mills, representing a 5.52% increase over rollback.

Johnson read Resolution 2026-92 into the record: Resolution 2026-92, a resolution of the City of Marathon, Florida, adopting the final millage rate and levy of ad valorem taxes for the City of Marathon of Monroe County, Florida, for fiscal year 2026-2027, providing for an effective date.

Johnson read section two of the resolution into the record: The fiscal year 2026-2027 final millage rate for the City of Marathon is 2.0631 mills, which is $2.0631 for each $1,000 of taxable assessed value. The final millage rate is greater than the rollback rate of 1.9552 mills by 5.52%
MOTION: Still
SECOND: Struyf

Vote of the Motion:
Yes: Still, Struyf, Mattlock, Del Gaizo
No: Landry
Absent: None
Abstain: None
Vote on the Motion: 4 Yes, 1 No, 0 Absent, 0 Abstain

Johnson read Resolution 2026-93 into the record: Resolution 2026-93, a resolution of the City of Marathon, Florida, adopting the final budget for fiscal year 2026-2027, authorizing the expenditure of funds established by the budget and providing for an effective date.

MOTION: Still
SECOND: Mattlock

Vote of the Motion:
Yes: Still, Struyf, Mattlock, Del Gaizo
No: Landry
Absent: None
Abstain: None
Vote on the Motion: 4 Yes, 1 No, 0 Absent, 0 Abstain

Council Comments:

Still - thanked staff and the public for participating in the budget process and acknowledged the need to continue addressing the budget deficit and controlling expenditures.

Matlock - noted that the city had added services and facilities in recent years, including parks, parking-related improvements, and the skate park, and stated that those additions require ongoing staffing and maintenance. He acknowledged that there may be opportunities to improve efficiency but stated that there was limited room remaining for reductions after reviewing the budget.

Del Gaizo - expressed concern regarding the condition of City streets and the need for future improvements but acknowledged the current economic environment and the need for the City to tighten expenditures and expressed confidence in City staff and stated that the Council would continue monitoring the budget.

ADJOURNMENT

With no further business to come before the Council, Mayor Del Gaizo adjourned the meeting at 7:18 pm.

I certify the above represents an accurate summary of the City Council Meeting of September 22, 2026.

_____ _____

Mariah Muino, Deputy City Clerk Date

DRAFT

City Council of the
City of Marathon, Florida
Proclamation

Red Ribbon Week
October 23 – 31, 2026

WHEREAS, alcohol, tobacco, and other drug abuse in this nation continues to be a serious problem affecting millions of Americans; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to reduce the demand for drugs; and

WHEREAS, the National Family Partnership is the sponsor of the annual Red Ribbon Week Campaign, which began in 1985 as a tribute to fallen DEA Special Agent Enrique "Kiki" Camarena; and

WHEREAS, Red Ribbon Week will be celebrated nationally from **October 23 through October 31, 2026**, encouraging communities to take a visible stand against drugs; and

WHEREAS, the 2026 theme, **"Make a difference. Be a hero. Stay drug free"**, reminds us that choosing a drug-free lifestyle is an act of leadership, courage, and positive influence on others; and

WHEREAS, the Red Ribbon Campaign promotes drug prevention education and encourages parents, educators, and community members to talk to youth about the dangers of substance abuse; and

WHEREAS, communities are strengthened when citizens work together to foster environments that support healthy decision-making, personal responsibility, and the pursuit of safe and productive lives; and

NOW THEREFORE, the City of Marathon City Council hereby recognizes October 23-31, 2026 as Red Ribbon Week in the City of Marathon and calls this observance to the attention of our citizens.

_____ October 13, 2026

Mayor Lynny Del Gaizo Date

From: Cathy Walters
To: Diane Clavier; Scott Williamson
Subject: Florida Keys Celtic Festival
Date: Thursday, September 3, 2026 10:47:37 AM

External (floridakeyscelticfestival@gmail.com)

Report This Email FAQ Protection by EssentialNet Solutions

Hello Ms. Clavier,

I am reaching out to request that our event, The Florida Keys Celtic Festival, to be held at the Marathon City Park on January 9th & 10th, 2027, be included on the October City Council agenda for approval. We request permission to sell beer, wine and alcohol, along with a waiver of fees, as we are a non-profit raising funds for The Hammock House, a free after-school and camp program.

Cathy Walters
FKCF Coordinator

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2022-108

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A TENTH AMENDMENT TO THE AGREEMENT BETWEEN THE CITY AND BISHOP, ROSASCO AND CO., EXTENDING THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Director ("Contract"). A copy of the Contract is attached hereto as Exhibit "B" and incorporated by this reference; and

WHEREAS, pursuant to Resolutions 2012-77 and 2013-51, the City and Consultant agreed to extensions of the contract, and pursuant to Resolution 2014-80 the City and Consultant agreed to a reduction in the compensation amounts, and pursuant to Resolution 2015-101 the City and Consultant agreed to a six month extension, and pursuant to Resolution 2016-25 the City and Consultant agreed to a reduction in the compensation amounts, and amended the authorized representatives and pursuant to Resolution 2017-17 the City and Consultant agreed to a year extension and amended the annual rate to a fixed fee for all services; and pursuant to Resolution 2018-16 the City and Consultant agreed to a year extension with the Manager's ability to extend annually if no changes are necessary; and

WHEREAS, the parties wish to document this Tenth Amendment to modify the term and compensation. All other terms and conditions of the Contract and previous amendments shall remain in full force and effect.

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 Tenth Amendment to the Agreement between the City and Consultant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the amendment and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF SEPTEMBER 2022.

THE CITY OF MARATHON, FLORIDA

Mayor John Bartus

AYES: Cook, Still, Gonzalez, Zieg, Bartus
NOES: None
ABSENT: None
ABSTAIN: None

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

TENTH AMENDMENT

TO CONTRACT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND COMPANY FOR PROFESSIONAL SERVICES

This Amendment to the Contract for professional services ("Amendment") is made and entered into this 13th day of September 2022, commencing October 1, 2022, by and between the City of Marathon, Florida, a municipal corporation of the State of Florida ("City") and Bishop, Rosasco and Company ("Consultant").

WHEREAS, pursuant to Resolution 2010-75, the City and Consultant entered into a contract for professional services, to wit: to perform all services generally provided by the City's Finance Department ("Contract"). A copy of the Contract is attached hereto as Exhibit "A" and incorporated by this reference; and

WHEREAS, the parties wish to document their negotiated agreement in this Tenth Amendment. All other terms and conditions of the Contract and previous amendments not amended herein shall remain in full force and effect.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the parties agree as follows:

Section 1. Amendment to Section 6 of the Contract. The parties hereby amend Section 6 of the Contract to read as follows:

3, COMPENSATION

3.1 For all services provided by Consultant as described in Section 2 of this Agreement, commencing October 1st, 2022 the City shall compensate Consultant at the annual rate of ~~$353,000~~ $388,300 to be paid in twelve monthly installments, The Consultant shall provide the City with a monthly invoice. The annual rate shall be increased each year by a percentage equal to the percentage change in the Consumer Price Index statistics published by the United States Bureau of Labor for the Miami-Fort Lauderdale-West Palm Beach FL area. The change shall be determined by comparison of the figure for the previous June, with that of June of the current year. In no event shall this calculation cause a decrease in the annual rate.

3.2 The Consultant shall be reimbursed for postage (for mailing of correspondence and vendor payments) and copier expenses (for reproduction of documents and reports) at the monthly rate o/'~~$250~~ $375,

6. TERM

6.1 This Agreement shall continue through ~~March 31, 2022~~ September 30, 2028, unless terminated earlier as provided in Section 7.

6.2 Thereafter, any renewal shall be in writing and executed by both parties. The City Manager shall have the authority to execute any such renewal on behalf of the City.

EXCEPT AS PROVIDED HEREIN, all other terms and conditions of the Contract as approved by Resolution 2010-75 and extended by Resolution 2013-51 and amended by Resolutions 2014-80, 2015-101, 2016-25, 2017-17 and 2018-16 shall remain in full force and effect.

DATED this 13th day of September, 2022.

WITNESSES:

Print Name: Tara L. Morris

Print Name: Jennifer Johnson

BISHOP, ROSASCO AND COMPANY.

By: , CPA

Peter Rosasco, President

THE CITY OF MARATHON, FLORIDA

By:

George Garrett, City Manager

ATTEST:

Diane Clavier, City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE

AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Steve Williams, City Attorney

Sponsored by: Hernstadt

CITY OF MARATHON, FLORIDA
RESOLUTION 2010-75

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND BISHOP, ROSASCO AND COMPANY FOR THE PROVISION OF FINANCE DIRECTOR SERVICES IN AN AMOUNT NOT TO EXCEED $362,736 ANNUALLY, PLUS REIMBURSABLES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Bishop, Rosasco and Company ("Consultant") has been providing finance director services to the City of Marathon, Florida ("City") since February 2003; and

WHEREAS, the City published an Request For Qualifications ("RFQ") for Finance Director services, and Consultant was the only responder; and

WHEREAS, the City Council desires to enter into an agreement with Consultant to continue providing finance director services to the City in accordance with the proposed budget for fiscal year 2010-11.

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 Agreement between the City and Consultant to provide finance director services to the City, a copy of which is attached as Exhibit "A," together with such changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved. The City Manager is authorized to execute the Agreement on behalf of the City and expend budgeted funds.

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 27th DAY OF JULY, 2010.

THE CITY OF MARATHON, FLORIDA

Ginger Snead, Mayor

AYES: Cinque, Keating, Ramsay, Worthington, Snead
NOES: None
ABSENT: None
ABSTAIN: None

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:

City Attorney

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 30 day of September, 2010, by and between the City of Marathon, a Florida municipal corporation (the "City"), and Bishop, Rosasco and Company ("Consultant").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. AUTHORIZATION

1.1 The Consultant shall be designated as the City's Finance Director. In such capacity, the Consultant shall provide the services specified in the Scope of Services to the City, in accordance with the Generally Accepted Governmental Accounting Standards.

1.2 The City Manager shall be responsible for the direction and supervision of the Consultant.

2. SCOPE OF SERVICES

Consultant shall provide the following services to the City:

2.1 Revenue Collection

2.1.1 Coordinate with local, state and federal agencies charged with collection and disbursement of all City revenues, including taxes, assessments, fees, charges and other impositions.

2.1.2 Administer the fees, charges, and miscellaneous revenues pertaining to utilities, private enterprises and individuals as they interface with City programs.

2.1.3 Apply enforcement actions to induce payment in accordance with City policies and procedures.

2.1.4 Prepare monthly financial reports showing revenues and expenses to date in comparison with budget predictions.

2.2 Capital Program Administration

2.2.1 Coordinate with the City Manager and other City staff or consultants as directed by the City Manager on the capital needs of the City.

2.2.2 Assist the City in obtaining financing if necessary and maintain proper fund accounting procedures.

2.2.3 Administer and assist the City Manager in implementing capital program financing.

2.2.4 The scope of work outlined in Sections 2.2.1, 2.2.2, 2.2.3 and 2.5.1 does not include the City's Wastewater and Stormwater Utility projects & Enterprise Funds

2.3 **Investment Administration**

2.3.1 Prepare investment policies and procedures pursuant to Florida law and the City Charter.

2.3.2 Invest City funds pursuant to approved policies.

2.3.3 Produce timely investment reports stating the effectiveness of the chosen investment policy.

2.4 **Accounting System**

2.4.1 Establish Accounting System in compliance with Governmental Accounting Standards Board, the Uniform Accounting System prescribed by the Florida Department of Banking, Finance for Government Accounting and the Rules of the Auditor General and any other applicable state and federal regulations.

2.4.2 Prepare Public Depositor's Report and distribute to State Treasurer.

2.4.3 Work with the City's IT Department to recommend accounting software appropriate for the City's accounting needs. The City will purchase any accounting software necessary for implementation of the City's accounting and financial reporting system. Any software purchased by the City under this Agreement will be licensed to the City.

2.5 **Accounts Payable/Accounts Receivable/Payroll**

2.5.1 Administer the purchase order system and any system maintained for the payment of vendors under contract with the City including payment of invoices of City vendors.

2.5.2 Coordinate sales, use and ad valorem tax collection, including franchise fees, utility taxes, simplified communications service tax and all other City receivables and fees.

2.6 **General Fixed Asset Accounting**

2.6 General Fixed Asset Accounting

2.6.1 Account for assets constructed by or donated to the City for maintenance.

2.6.2 Maintain inventory of City property in accordance with the Rules of the Auditor General.

2.7 Budget

2.7.1 Prepare the City's annual operating and capital budgets for the City Manager.

2.7.2 Liaison with all City departments for annual budget categories.

2.7.3 Provide materials for and attend all budget meetings, hearings and workshops.

2.7.4 Submit all required documentation to the Department of Revenue and provide all necessary reports for public advertisements and public hearings.

2.8 **Comprehensive Annual Financial Report and Audit**

2.8.1 Prepare the City's Comprehensive Annual Financial Report for Units of Local Government and distribute to the State Comptroller.

2.8.2 Assist the City's auditors by providing requested information to the auditors including meeting with auditors to ensure that the auditors are provided all necessary documents to prepare the City's annual audit.

3. COMPENSATION

3.1 For all services provided by Consultant as described in Section 2 of this Agreement, the City shall compensate Consultant at the annual rate of $362,736 to be paid in twelve monthly installments. The Consultant shall provide the City with a monthly invoice.

3.2 The Consultant shall be reimbursed for postage (for mailing of correspondence and vendor payments) and copier expenses (for reproduction of documents and reports) at the monthly rate of $250.

3.3 The Consultant shall additionally be compensated at the hourly rates set forth in the attached Exhibit "A" for such services as, but not be limited to, capital program financial consulting for the City's wastewater and stormwater utility projects. The Consultant shall provide the City with a monthly invoice for these additional services with sufficient detail of hours worked and tasks performed by the Consultant.

3.4 Payments and reimbursements due under this section shall be paid by the City in accordance with the Florida Prompt Payment Act.

4. RECORDS/RIGHT TO INSPECT AND AUDIT

4.1 All records, books, documents papers and financial information (the "Records") that result from Consultant providing services to the City under this Agreement shall be the property of the City.

4.2 Upon termination or expiration of this Agreement, or at any time upon the written request of the City Manager, any and all such Records shall be delivered to the City by Consultant within 15 calendar days from the date of the request.

4.3. Consultant shall maintain records, books, documents, papers and financial information pertaining to work performed under this Agreement during the term of this Agreement and for a period of three (3) years following termination of this Agreement.

4.4. The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Consultant involving transactions related to this Agreement.

4.5. The City may cancel this Agreement for refusal by Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

5. INDEMNIFICATION

5.1. Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

5.2. Consultant shall indemnify, defend and hold the City harmless from all losses, injuries or damages and wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act or any employment related litigation brought under federal or state law.

5.3. The provisions of this section shall survive termination of this Agreement.

6. TERM

6.1. This Agreement shall become effective October 1, 2010 and shall continue through September 30, 2012, unless earlier terminated as provided in Section 7.

6.2 The City shall have the option to renew this Agreement for two one (1) year periods upon the same terms and conditions contained herein upon 30 calendar days written notice to Consultant. Thereafter, any renewal shall be in writing and executed by both parties. If this Agreement is renewed under this Article 6, Consultant shall be entitled to a cost of living increase in compensation provided for in Section 3.1 of this Agreement based upon the consumer price index for each subsequent, which increase may be waived at Consultant's discretion.

7. TERMINATION

7.1. The City may elect to terminate this Agreement by giving Consultant written notice at least 90 days prior to the effective date of termination. Upon receipt of a written notice of termination, Consultant shall not enter into any third party agreements or incur any financial obligations or expenses unless such expenses are specifically approved or directed in writing by the City Manager.

7.2. Consultant may terminate this Agreement by giving the City written notice at least 90 calendar days prior to the effective date of termination.

7.3. In the event of termination or expiration of this Agreement, Consultant and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Consultant to any other person or entity the City may designate, and to maintain during such period of transition the same services provided to the City pursuant to the terms of this Agreement.

7.4. Consultant will take all reasonable and necessary actions to transfer all books, records and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

7.5. Subsequent to the termination of this Agreement, Consultant shall continue to provide all necessary services to assist the City Auditors with the preparation of the annual audit for the fiscal year in which this Agreement is terminated. Consultant shall be compensated for any such post-termination services on an hourly basis not to exceed $150.00 per hour.

8. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

8.1. This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

8.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

9. INSURANCE

9.1 Consultant shall maintain at its sole cost and expense all times, in addition to any other insurance the City may reasonably require, professional liability insurance, employee dishonesty insurance, employer's liability insurance, comprehensive general liability insurance and automotive liability insurance with minimum policy limits for each coverage in the amount of One Million Dollars ($1,000,000.00) per occurrence, single limit for property damage and bodily injury, including death. The City shall be named as an additional insured in the above policies, unless prohibited by law, and Consultant shall provide the City with a certificate evidencing same. Each policy shall also state that it is not subject to cancellation, modification, or reduction in coverage without thirty (30) days written notice to the City prior to the effective date of cancellation, modification, or reduction in coverage.

9.2 Consultant shall maintain Worker's Compensation insurance at the statutory minimums required by Chapter 440, Florida Statutes.

9.3 Consultant shall maintain each of the above insurance policies throughout the term of this Agreement and any extensions of this Agreement.

9.4 Consultant shall provide City with a current copy of each of the above insurance policies, and any renewals.

10. SEVERABILITY

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

11. GOVERNING LAW

11.1. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida.

12. WAIVER

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

13. NOTICES/AUTHORIZED REPRESENTATIVES

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

For the City:
City of Marathon
Attention: Roger T. Hernstadt, City Manager
9805 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-0033
Facsimile: (305) 743-3667

With a copy to:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A..
Attention: John Herin, Esq.
150 W. Flagler Street, Suite 2200
Miami, FL 33130
Telephone: (305) 789-3532
Facsimile: (305) 789-3395

For Consultant:
Bishop, Rosasco and Company
Attention: Peter Rosasco, CPA
8085 Overseas Highway
Marathon, Florida 33050
Telephone: (305) 743-6586
Facsimile: (305) 743-0726

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions hereof.

14. INDEPENDENT CONTRACTOR

14.1. Consultant is and shall remain an independent contractor and is not an employee or agent of the City. Services provided by Consultant shall be by employees of Consultant working under the supervision and direction of Consultant and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City. Consultant agrees that it is a separate and independent enterprise from the City.

14.2. Consultant shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the City, and the City will not be liable for any obligation incurred by Consultant, including but not limited to, unpaid minimum wages and/or overtime payments.

15. ASSIGNMENT

15.1. The parties agree that the professional services of Bishop, Rosasco and Company are personal in nature and are considered material to the performance of Consultant's obligation under this Agreement. Accordingly, this Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Council at the City's sole discretion.

16. PROHIBITION AGAINST CONTINGENT FEES

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

17. WARRANTIES OF CONSULTANT

17.1. Consultant warrants and represents that at all time during the term of this Agreement it shall maintain in good standing all licenses and certificates required under federal, state and local laws necessary to perform the Scope of Services specified in this Agreement, including but not limited to maintaining any required software registration and licensing.

17.2 Consultant warrants and represents that its employees providing services to the City under this Agreement will abide by the applicable Code of Ethics for Public Officers and employees, Chapter 112 Florida Statutes, as it may be amended from time to time.

18. ATTORNEYS FEES

18.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

19. WAIVER OF JURY TRIAL

19.1 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

WITNESSES:

Print Name: Libby Dwyer

Print Name: Diane Clavier

BISHOP, ROSASCO AND COMPANY

By: _____

Print Name: Peter Rosasco, CPA

Date: 8-3-10

ATTEST:

Diane Clavier

City Clerk

CITY OF MARATHON

By: _____

Mayor Ginger Snead

Date: 7-29-10

APPROVED AS TO FORM:

City Attorney

Exhibit "A"

Hourly Rates for Bishop, Rosasco and Company

Partner	$200.00/hour
Manager	$150.00/hour
Professional Staff	$100.00/hour
Administrative	$ 45.00/hour

MONROE COUNTY SHERIFF'S OFFICE
RICHARD A. RAMSAY, SHERIFF

Date: September 17, 2026
To: Marathon City Council
From: Lt. Benjamin Elmore
RE: Monroe County Sheriff's Office City Monthly Report-August

Dear Council,

Enclosed is the District 4/5 City Monthly Report for August 2026. Overall calls for service decreased slightly over July while SIFA and DUI arrests increased. District 4/5 personnel maintained a consistent operational tempo throughout August, managing the seasonal demands of the regular spiny lobster season opening, the transition into the new school year, and traditionally heavy summer activity across the Middle Keys. Despite persistent staffing challenges created by vacant positions, scheduled annual leave, training commitments, and pending FMLA absences, the district maintained solid operational coverage and high street visibility.

In August Sgt. Thomas Hill transferred to the SRO division and newly promoted Sgt. Frank Westerband took his place on D shift. We have several members pending transfers to new assignments once staffing allows. We have one P.O. who is entering Phase II of training.

Road patrol squads adapted effectively through acting supervisor assignments and cross-shift support, sustaining assertive traffic enforcement around local school zones and bus stops while actively identifying and removing impaired drivers from district roadways. In addition to daily call response, deputies remained engaged with the community by supporting National Night Out events and partnering with Basic Law Enforcement recruits for bridge cleanup and graffiti removal initiatives at Vaca Cut and the Old Seven Mile Bridge.

The Marine Unit and Criminal Investigations Unit both delivered impactful enforcement outcomes during the month. On the water, focused marine patrols emphasized resource compliance and diver safety surrounding the opening of regular lobster season, resulting in numerous harvester contacts, resource-related charges, and an interagency operational debrief alongside state and federal partners. Concurrently, CIU advanced multiple

complex property and financial investigations while participating in a joint operation with the State Attorney's Office and the Department of Business and Professional Regulation that yielded mandatory notices to appear for several unlicensed contractors. Detectives also secured the arrest of an out-of-state suspect responsible for an organized law-enforcement impersonation and jury-duty scam, successfully dismantling a scheme that targeted a local resident.

Overall, District 4/5 personnel demonstrated strong teamwork, resilience, and operational focus throughout August, upholding public safety and maintaining agency standards across both land and waterborne operations despite personnel constraints.

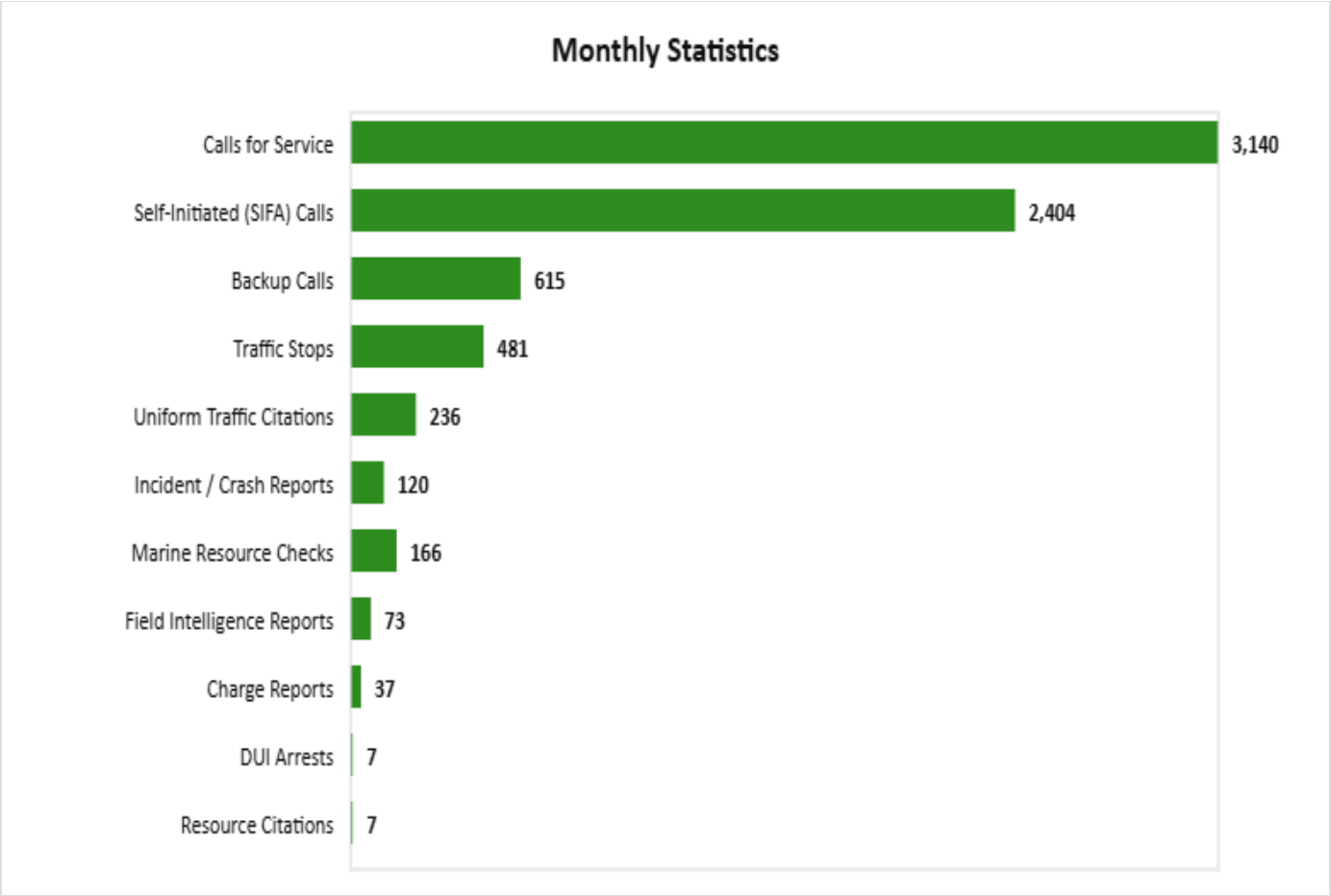
Thank You,

Lieutenant Benjamin Elmore

Station Commander District 4/5 Patrol

Monroe County Sheriff’s Office

Monthly Statistics



Special Cases / Arrest Highlights:

Deputy Dep. Corlazzoli-Capote – Charlie Squad

MCSO26OFF005142 – grand theft- investigated kayak theft at key by the sea rv park, determined suspect identity, wrote warrant for suspect, and arrested primary suspect

Deputy Dep. Rivera Corona – Charlie Squad

MCSO26OFF005983 – Domestic Battery Pescayo Ave. Deputies responded to physical domestic disturbance. Video footage showed Zita Gasperik striking her husband on the head with bottles and throwing objects toward him while he was seated. Zita was determined to be the primary aggressor and was arrested for Battery (domestic).

Deputy Dep. Mumper – Charlie Squad

MCSO26OFF005499 – Traffic offense - 7-mile bridge- Observed a black motorcycle speeding on 7-mile bridge 116/55mp. Driver Brandon Sacco was issued an NTA for Dangerous excessive speeding 100mph / passing in high speed.

Deputy Dep. Vecino-Gonzalez – Alpha Squad

MCSO26OFF005566 – Domestic Battery-57540 Overseas Hwy-Tammy L. Allen and her husband were traveling back to their hotel in Key Largo after spending the day in Marathon. Tammy had a few drinks and both were arguing in the vehicle. Tammy punched the male in the face multiple times and scratched him while he was driving. Tammy was arrested and transported to KV jail.

Deputy Dep. Quick – Bravo Squad

MCSO26OFF005660 – Traffic Stop: DUI - 99th Street - Jason Viscome - White Ford pick up was traveling NB on US1. Vehicle was weaving within a single lane, committed a traffic violation, and was stopped on 99th street. Contact was made with driver Jason Viscome who showed signs of impairment. Driver refused SFSE's, breathe, and signing citations. Jason was arrested for DUI.

Deputy MCSO26OFF005234 - Traffic Stop

DUI - Channel 5 Bridge - Derrick E. Ferrera - Derrick was called out as a reckless driver and was later stopped at the north end of the bridge reference a traffic violation. Darrick showed visible signs of impairment and preformed SFSE's. Derrick was arrested for DUI with a BAL of 0.214.

MCSO26OFF005005 – Robbery - Circle K 15th Street - Desiree Downer / Kristin Rutan - Victim reported being "jumped and robbed" by Desiree and Kristin and sustained multiple injuries. Based on the investigation, Desiree and Kristin were later arrested.

MCSO26OFF005046 – Family Disturbance - Hawks Cay - Christopher Pike - Family members called due to Christopher being intoxicated and screaming in public. Christopher was located and arrested for domestic battery, disorderly intoxication, and resisting LEO w/out violence.

Deputy Dep. Gil – Bravo Squad

MCSO26OFF005670 – 109 SANDS LN- Domestic Battery- Krista A. Kilby punched her fiancé in the face with a closed fist. Krista was arrested. -4212

Deputy Dep. Metzger – Delta Squad

2 arrests, 1 out of county warrant service

Deputy Dep. Roberts – Bravo Squad

MCSO26OFF005123 – domestic – 21 sombrero blvd - Brent P. Baughman / Janelle Baughman – RP advised of a female getting choked by male in parking lot. Contact was made with subjs and red marks on female neck observed. Upon further investigation, Janelle was deemed primary aggressor. Both subjs taken into custody. Janelle was charged with domestic battery, and Brent was charged with domestic battery by strangulation, resisting w/o, and battery on LEO. Both subjs taken to KVJ – 5111

MCSO26OFF005242 – Domestic-47mm Ocean- Pamela Rasinski was determined to be the primary aggressor in ongoing physical incident with husband. She was transported to Fisherman's hospital for clearance and later transported to the PK jail. – 5111

MCSO26OFF005321 – Flagdown – 114th street – Jikly Lopez Amaro – Flagged down by Jikly who stated he was involved in a domestic with his girlfriend. Jikly stated he was jumped by 2 males and a knife was pulled on him. Upon investigation, Jikly was deemed the primary aggressor by breaking into the female's house with the intent of stealing money, striking and choking her. Jikly was placed in custody and charges with Burglary, Domestic battery by strangulation, and domestic battery x2. – 5111

Deputy Dep. Marino – Bravo Squad

26-5051 - DUI - Car stopped for driving no lights on at night. Signs of impairment observed and subject taken into custody after SFSE's conducted. Subject was also DWLS W/ for prior DUI arrest. Subject refused breath test.

26-5387 - DUI - Car stopped for driving with no headlights on. Signs of impairment observed and subject taken into custody after SFSE's. Subject blew over the legal limit when taking the breath test.

Deputy Dep. Rodriguez – Bravo Squad

26-5338-Aggravated Assault / Battery- Subject grabbed a rock stating he was going to bash the victim face with a rock. The victim and the subject got into a altercation, the subject hit the victim in the middle of his forehead and nose. Subject was placed under arrest for aggravated battery and aggravated assault.

Training:

Deputy Alpha Squad

Desliles Mompoint completed Florida Spectrum Alert Training and Hidden Compartment Investigation Webinar and Jessica Martinez completed ESET CJIS incident response, ESET Security Awareness Training, and FCIC Certificate.

Deputy Bravo Squad

Leann Quick completed 40 hour Field Training Officer (FTO) Program Course - Certification for the course was received and Darryl Roberts completed squad range time.

Deputy Charlie Squad

Daniel Corlazzoli-Capote completed pistol fundamentals course 9 hours, Martin Rivera Corona completed Basic Fundamentals of shooting, Rebecca Mumper completed FTO training 40 hours, and Devon Peterson completed TACTICAL MEDICAL.

Deputy Delta Squad

Aryel Del Cueto completed FDLE- Risk Protection Orders, FDLE- Recognizing Head Injuries in Infants & Children, and FDLE- Identify and Investigate Human Trafficking and James Metzger completed TCCC-USMC.



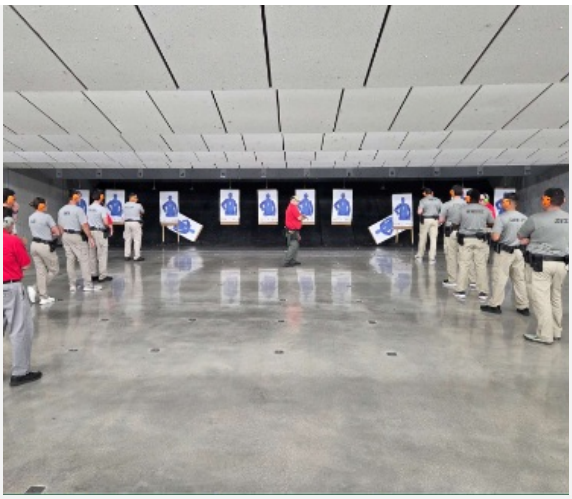
I got to spend some quality time with local Marathon kids.



Sgt. Slough represented the MCSO SWAT Team at National Night Out.



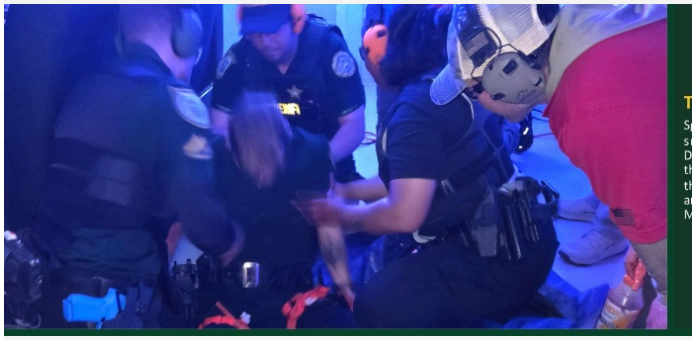
Sgt. Slough continues to support Federal and State LE agencies with proactive smuggling investigations and intelligence.



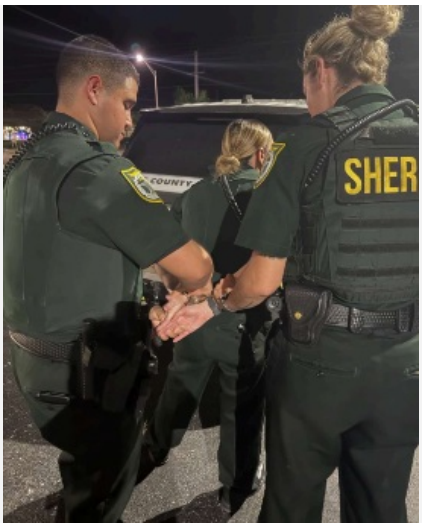
Sgt. Slough supported the Training Division as a Firearms Instructor covering the BLE range.



Tactical Medic Course.



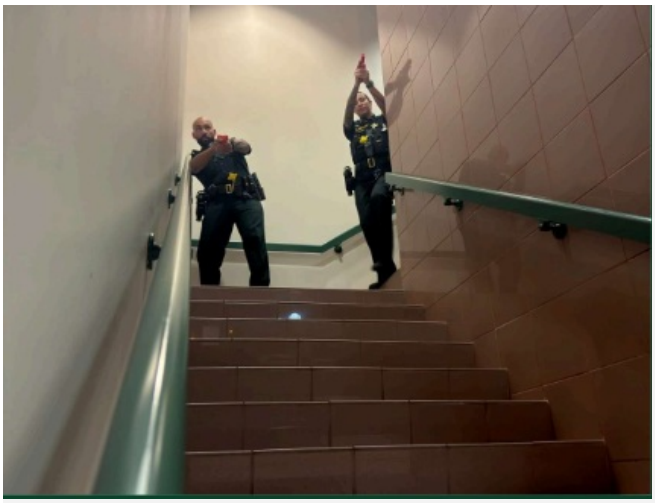
Tactical Medic Course for Patrol Officers.



Bravo squad trained handcuffing.



Bravo squad trained felony stops.



Bravo squad trained stairs during building clearing.



Dep. Quick attended FTO school.



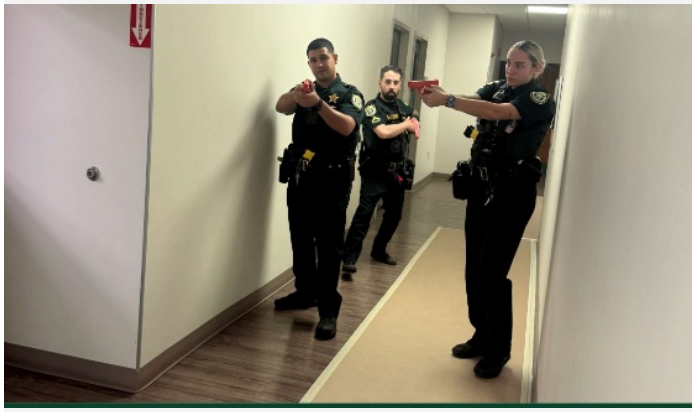
Lateral movement.



Low light shooting.



Bravo squad trained felony stop approach with shield.



Bravo squad worked on building clearing.



Attended Tactical Medical with SWAT medics and operators.

Community Involvement:



Command staff and deputies engaged with community members and regional partners during National Night Out at the Marathon Airport hangar.



Command staff and deputies engaged with community members and regional partners during National Night Out at the Marathon Airport hangar.



Command community involvement.



Marathon Rotary Club and local volunteers completed a community painting and restoration project at the local theater.



Annual School Security Walkthrough.



Annual School Security Walkthrough.



Offensive graffiti cleanup at Vaca Cut Bridge.



Back to School.



National Night Out.



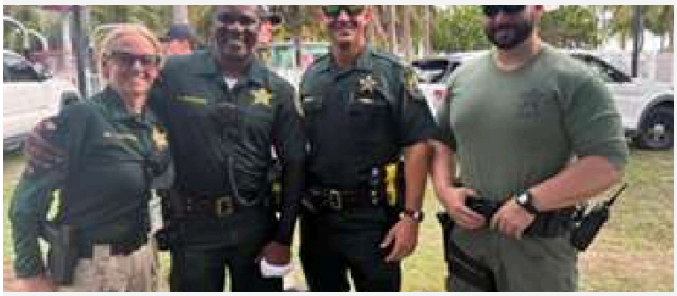
National Night Out.



Community Contact.



Future MCSO deputy.



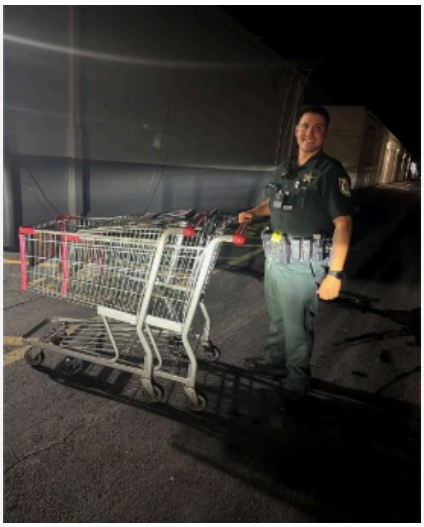
National night out.



Assisted someone changing tire at 47 MM NB.



Sgt. Rivas attended the recent promotion ceremony.



Dep. Rodriguez returned some shopping carts.



Dep. Quick and BLE class helped cover graffiti.



National Night Out.



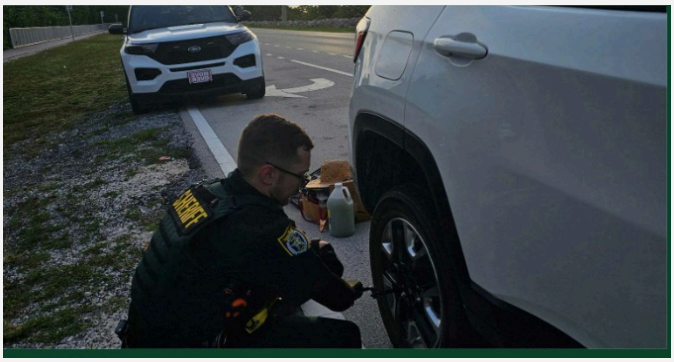
Assisted citizen with tire change at 72 MM.



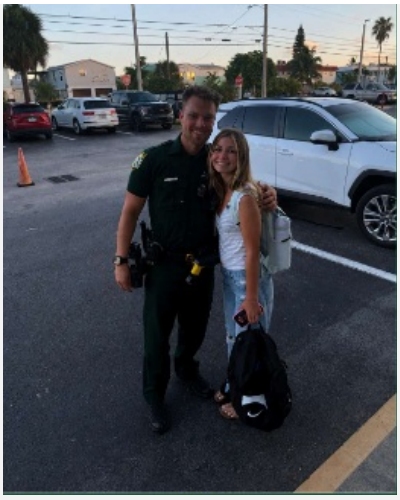
Traffic units and road patrol deputies at National Night Out in Marathon.



Traffic enforcement first day of school.



Saved a bird.



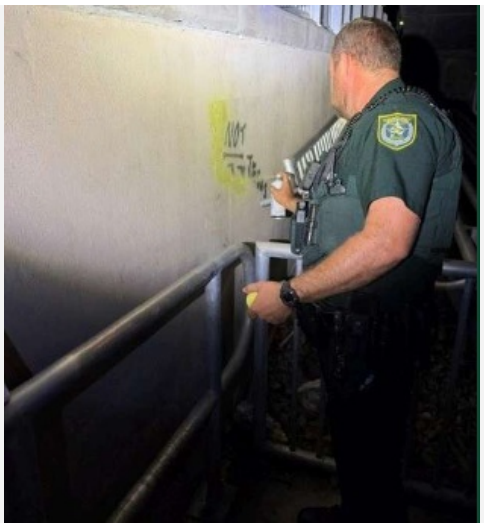
Attended MHS first day of school.



Attended SSES first day of school.



Sgt. O'Neill participated in National Night Out.



Deputy Metzger and Westerband cleaning up graffiti on Old 7 Mile Bridge.



BLE recruits assisted Sgt. Rivas' squad cleaning up graffiti at Vaca Cut Bridge.



BLE students and Sgt. Westerband assisted Sgt. Rivas' squad in a cleanup under Vaca Cut Bridge.



Sgt. Westerband posted a fraud warning poster on the Bitcoin machine at the Valero Gas Station on 73rd St.



National Night Out in Key West.

Marine Unit:

August was a busy month with the start of the regular spiny lobster season. On August 4, the Marine Unit attended National Night Out at the Marathon Airport hangar. Marine patrol and resource enforcement remained a major focus throughout the month, including vessel, boater, diver, angler and resource checks, enforcement activity, and assistance with a reported vessel burglary in Boot Key Harbor. During the final week of August, the Marine Unit patrol vessel was removed from service pending required maintenance.



On the Size Lobster 26OFF0056



Undersize Lobster 26OFF0056



Undersize Lobster 26OFF0056



Undersize Lobster 26OFF0051



Undersize Lobster 26OFF0051



Undersize Lobster 26OFF0051

MEMORANDUM
Grants Department

MEETING DATE: October 13, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Maria Covelli, Grants Coordinator

THROUGH: Steve William, 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 project totals.

ACTIVE GRANTS STATUS – *Received since last meeting - Updates*

FDEP Hazard Mitigation Grant Program

- On Oct agenda for approval
- Update current Stormwater Master Plan ($200,000)

Tourist Development Council FY26 Capital Improvement Projects

- Sombrero Beach Renourishment ($200,000 for Phase I)
  - Negotiating fee for consultant
  - Working on getting report data and permits
  - Submitted Executed Grant Agreement to TDC
- Multi-Year Beach Cleaning Grant ($154,333 a year for 3 years)
  - Project is underway
- Concession Stand/Restroom Comm Park East Side ($300,114)
  - 90% plans in review
  - Construction underway

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

- Waiting for concurrence from FDOT on the two bids received.
- Went out for rebid as required by FDOT
- Only received one bid FDOT may require us to put it back out for bid
- Received fully executed grant agreement
  - Project going out to bid

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

- Received breakout from FDOT timeline/budget: Design 2026; Construction 2028
- Awaiting grant agreements from FDOT
  - Aviation Blvd Lighting ***($1,000,000)***
    - Design is underway – plans at 100% complete; wtg on FDOT review
  - Mitigate Sombrero Beach Rd sidewalk flooding at curve ***($333,288)***
    - Survey work is completed
    - Design and scheduling underway

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

- Extension approved – work continues
- Requested a one-year extension from Commerce due to delays in materials.
- 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.

TDC FY25 Bricks and Morter – Capital

- ***Information and Security Station at Sombrero Beach ($150,000)***
  - Requested an extension through 12/31/2026 to complete the project
  - Project is underway
  - Foundation completed, installing walls soon as construction continues
- ***Reconstruct Finger Piers and Electronic Sign at 7-Mile Marina ($502,700)***
  - Requested an extension through 12/31/2026 to complete closeout documentation
  - Starting closeout documentation
  - Estimated completion by mid-Sept.
  - Utility work is being completed
  - Sign has been installed
  - Construction of docks completed

Rescue Boat with Fire Capabilities -House/Senate Appropriations Project Funding ($150,000)

- Extension has been executed. Current delivery schedule is October 2026 (funds will be rolled over at State FY turn)
- Requested and received funding extension from the state.
- 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
  - Easement Drafts
  - Plans at 60%
  - Submitted for project extension (org. end date 5/31 – ext to 11/30)

FDOT Beautification Grant – ($112,000)

- Preconstruction meeting held.
- Reviewing bids, Planned start October 2026
- Project On Hold until deep well work is completed in that area.
- Received and executed grant contract

Florida Keys Stewardship Grant (Expected $2,500,000)

- Need ILA
- On track as scheduled
- Deep Well project

Florida Department of Transportation – Transportation Alternatives Program – FY 2030
FDOT TA grants are awarded on a 5 year FDOT CIP plan

- Complete Coco Plum Multi-Use Trail and add Lighting ($1M)
  - Wtg on Grant Documents from FDOT
  - Design scheduled for 2028 / construction for 2030
- Lighting for Existing Coco Plum Multi-Use Trail ($1M)
  - Received signed contract from FDOT
  - In design (26/27) / construction 28/29

FDEP Resilient Florida (25/26) – Sombrero Blvd Drainage Improvements ($1,207685)

- Restoration of ROW, State Inspection scheduled for end of October
- Preparing completion documentation and final request for reimbursement.
- Nearing Completion
- Received an additional $1,304,090 in funding for a total of $2,511,775

FDEP Resilient Florida (26/27) – Area 6 WWTP Flood Wall ($3,000,000)

- Had kickoff meeting with FDEP/wtg on grant contract
- Received notice of award

FDEP Resilient Florida (26/27) – Effluent Disposal Infrastructure Hardening and Mitigation Initiative ($5,064,129)

- Waiting to hear from FDEP for kickoff meeting and contract
- Received notice of award

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.**

TDC FY26 Bricks and Morter – Capital – Submitted 6/30/2026

- Permanent roll up weather shades for Oceanfront Event Tiki ($49,000)
- Upgrade Events Field Lighting Community Park – ($275,000)

GRANT APPLICATIONS SUBMITTED - *Submitted since last meeting – Updates*

SS4A Deliverable from Planning Grant *SS4A Implementation Grant – submitted 5/26/26*

- Submit Application for Opticom System for Fire Department ($1M)

Florida Communities Trust Parks and Open Space Florida Forever Grant Program

- ***Submitted for joint acquisition of the following properties***
  - 1 Boot Key
  - 56185 Overseas Hwy (property sold)

GRANT APPLICATIONS IN PROCESS - *New since last meeting*

FDEP Coastal Partnership Initiative – Wave Attenuation Devices Study ($30,000) – due 10/31/26

- *Study at Coco Plum to help erosion.*

FDEP Resilient Florida (27/28) – Effluent Disposal Infrastructure Hardening and Mitigation Initiative ($4,000,000)

- *Deep Well additional funding*

FDEP Resilient Florida (27/28) – 92nd Street Improvements ($567,500)

- Scheduled in Statewide Plan for Year 3
- Will be reapplying for Year 3 funding

FDOT Transportation Alternatives – opening TBA

- Sidewalk and Lighting on Sombrero Blvd

COMPLETED GRANTS - *New since last meeting*

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

- Submitting completion documentation and request for reimbursement.
- Grant application submitted for Opticom (MFR) purchase and installation
- Contractor working on Final Plan to present to Council

GRANTS NOT RECEIVED *New since last meeting*

CANCELLED GRANTS *New since last meeting*

Due to agreements for commercial boaters, we forfeit this grant under FCT guidelines

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

- Salty's/7 Mile Marina
  - Reviewing other licensing agreements from other FCT projects in FL.
  - Submitted Draft Licensing agreement for dock rentals for review to FCT.
  - Wtg for response from FCT regarding management plan and next steps.
  - Submitted Management Plan for FCT review
    - Received comments back from FCT to update review and resubmit

Projected ended up being cost prohibitive

Boating Improvement Funds – Channel Signage at 7 Mile Marina ($40k)

Channel Markers and Buoys for 7-Mile Marina Channels

- Working with the County to get proper permitting

CITY OF MARATHON
PUBLIC WORKS

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

MEMORANDUM

DATE: October 13th, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Paul Bartnk, Public Works Director

THROUGH: Steve Williams, City Manager

SUBJECT: Public Works Update

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

- **Boat Ramp and Beach Parking:** The revenue collected from parking and user fees are as follows.

September Gross Income	$54,799
2026 Gross Income YTD:	$955,455.20

- **Radar Speed Sign:** We are continuing installing the permanent speed radar signs. We are installing a new sign before the entrance to the beach. We feel this will help alert motorists of their speed before entering the beach parking area. In addition, we continue to relocate the portable speed trailer to various areas to help determine where additional permanent signs may be needed.

- **Citywide Vegetation Cutbacks:** Public Works crews continue with vegetation cutbacks. Vegetation is being trimmed to a depth that ensures clear visibility for motorists and reduces the frequency of required maintenance. Completion of this task may take additional time this cycle as we have assumed maintenance responsibilities along the US-1 corridor.

- **Upgrades to Oceanfront Dog Park:** Public Works crews have completed all renovations at the Oceanfront Dog Park. The park has officially reopened and is now being enjoyed by residents and visitors. The installation of the new dog water fountain marked the final phase of the project. To maintain the facility and preserve the turf, the dog park will continue to be closed on the first and third Mondays and Tuesdays of each month for routine maintenance and turf repairs.

- **City Street Sign Replacement:** Public Works crews have begun replacing multiple street and road signs throughout the City. This work includes street name signs, regulatory signs, and caution signs located within City-owned rights-of-way and at City facilities. Our crew dedicates 1-2 days a week to install and replace signs, while still providing for other maintenance requirements and small projects performed by our facilities/infrastructure maintenance crew.

- **Sombrero Beach Improvements:** Public Works crews have begun removing invasive vegetation from the dune system. To ensure this project does not impact daily operations, crews will dedicate one day each week to vegetation removal while continuing to maintain their regular Public Works responsibilities. This phased approach allows the project to progress steadily without affecting the department's routine services. In addition, Public Works crews have completed improvements to the parking area. New #57 stone was delivered and spread throughout the lot and damaged parking stops were replaced to improve safety and the overall appearance of the area.

- **Quay Boat Ramp Replacement:** As part of the Quay dock replacement project being completed by LPS, Public Works crews constructed and installed a new safety railing at the Quay boat ramp. The new railing enhances safety and accessibility for residents and visitors using the dock. Bollards were also installed to protect the dock from being hit by boats backing down the ramp.

- **Sombrero Blvd. Curve Repair:** Public Works crews have completed roadway improvements on the curve of Sombrero Boulevard adjacent to the golf course. The existing edge of pavement was only 8 feet from the roadway centerline, creating a narrow travel lane. Crews widened the roadway by extending the pavement to 10 feet from the centerline, improving safety for motorists. Upon inspecting the guard rails, staff found deficiencies that needed to be addressed. The contractor has completed the replacement of the damaged guardrails.

- **City Marina Dumpster Enclosure:** Public Works crews have completed construction of a new dumpster enclosure at the City Marina, bringing the site into compliance with city code. Crews will now begin inspecting dumpster enclosures at city-owned properties citywide, repairing or rebuilding any that do not meet code requirements. This effort ensures all municipal property maintains the same standard the City requires of private property owners.

- **7-Mile Marina Upgrades:** Public Works crews have completed site work at the 7 Mile Marina. Crews brought in base material and #57 stone to bring low areas up to proper elevation, improving drainage and access throughout the site. Crews also installed safety items throughout the marina area.

- **Rotary Park Parking Lot Repairs:** Public Works crews have completed repairs to the Rotary Park parking lot. Upon inspecting, there were numerous potholes caused by vehicles entering and turning in the parking lot. Crews leveled off the parking lot and added new #57 stone.

Memorandum

Date: Sep 30, 2026

To: Honorable Mayor and City Council

From Scott Williamson, Parks and Recreation Director

Through: Steve Williams, City Manager

Subject: Parks and Recreation Monthly Report

September 2026

Parks and Recreation Report

PROGRAMS

- Tue/Thu Evening Zumba Class is ongoing averaging around 25-30 participants each night-It is very well received
- M-W-F Fitness Class is ongoing from 8:30-9:30 in the morning.
- Adult Volleyball and Adult Basketball at the High School Mon and Tue Nights
- Pickleball Courts are packed each day/night at Ocean Front Courts
- Disc Golf course was re-installed at Community Park
- MYC Soccer started
- Skate Park is used quite a bit each day-good feedback so far
- Home School PE started back up, and we have about 48 participants who are signed up
- Kreative Kids after school program started back up
- Horseshoe League started on Thursday Nights

EVENTS

- Back to school event was held at Ocean Front Events Tiki

REPAIRS AND IMPROVMENTS

- Rotary bathrooms were repainted and floors re-done
- Maintenance was performed on the dog park fence At Rotary Park
- Halloween Decorations were put at Community Park

CITY OF MARATHON
PUBLIC WORKS

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

MEMORANDUM

DATE: October 13, 2026

TO: Honorable Mayor and City Councilmembers

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

THROUGH: Steve Williams, City Manager

SUBJECT: Engineering and Capital Project 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:** The pre-Construction meeting for the project was held on October 6. The Notice to Proceed is expected to be issued for early November, and the project has 210 days for substantial completion and 240 days for final completion. As previously mentioned, this is now a full bridge replacement, which includes new pile and abutment to be constructed behind the exiting abutment. This will allow the existing abutment and piles to remain in place, minimizing cost and disturbance to adjacent properties. The awarded bid came in at $1,561,817.29, which is below the estimated cost of $1,751,644. We have also entered into the Contract with a CEI consultant to provide inspection and project management services as required by our LAP certification with FDOT. We will be sending out project information to the impacted residents to inform them of the project and associated impact. The intent is to maintain one lane of access at all times, by initiating demolition on half the bridge, and constructing the half section, then moving traffic to the new section and repat the process. There may be instances where the bridge may be closed to all vehicular traffic for short periods of time, however all residents will be given ample notice to make proper accommodations.

  90% Plans for the 116th St bridge have been submitted to FDOT, and comments are expected by mid-October. The 90 % plans have been submitted to the District for review. The 30% plan for the 112th Street bridge plans are submitted to the District and received comments. Our consultant is in the process of responding to those comments.

- **Quay Property Re-Development:** All stormwater has been installed, and the road subgrade and base installed. Project is on schedule for completion by end of January.

- **Sombrero Beach Information/Security:** Work is proceeding on the project. We encountered an issue with the existing roof, as damage to the sheeting and framing from an apparent leak was encountered, and we have asked the contractor to replace the entire roof, instead of half the roof area.

- **Seven Mile Marina Docks:** The finger pier construction is complete and ready for leasing. All work by the contractor is completed with the exception of the canopy over the boat lift to be used by the Fire Department, which is on back order. City staff have completed several small improvements in lieu of having the contractor perform those services via a change order providing substantial savings to the City. The long marginal dock adjacent to the south seawall will remain close until City staff completes concrete restoration and stabilization, which is expected to be complete by end of October.

- **Seven Mile Marina Building Re-Development:** We are still holding off on bidding the project, as we have several ongoing construction projects, and want to ensure our limited project management staff is not overwhelmed. Upon the near completion of these projects, we are ready to bid for the building re-development. The project will renovate the existing building to provide for the permanent reception for Pigeon Key, along with an office for Marina personnel use. We will also have an additional area for lease within the building. In addition to the mentioned uses, we will also provide an area for enclosed lockers for use by the charter boat captains.

- **92nd Street:** The has completed the 60% plans, and we anticipate coordinating a neighborhood meeting later in July, to inform the residents of the proposed design and impacts due to the road being raised. We are still pursuing funding for the construction phase of the project. The project design and permitting should be completed by the end of the year.

- **Community Park Skate Park:** All work including final asphalt and sidewalk installation is complete, and the permit for the skate park itself is closed. The contractor is working on the punch list of items identified by the City, with all items under the infrastructure permit, which is still open. Final payment will not be released until all items are complete and acceptable to the City and all permits are closed.

- **Community Park Splash Pad:** The splash pad engineering drawings are complete, and The site plans prepared by the City are also complete and the project is being submitted for permitting through the Building Department and the County Health Department. We expect to be under construction in November and expect the work to be completed within 100 days.

- **Skate/Splash Facility Restroom:** The design for the new restroom building is at 90% and staff has provided the final comments to the architect. The site plan and sewer pumping station design is being performed in-house by the engineering department and will be completed with the final architecture plans. We expect to put this project out to bid in the beginning of November. The restroom is funded by a TDC grant.

- **US 1 Beautification Project:** The pre-construction meeting was held October 1, and a Notice To Proceed is being held until November 9th, to allow the utility contractor installing the force main for the deep injection well project to complete their work in the area. Once the work begins, the contractor has 90 days for substantial completion and 120 days for final completion. As part of the contract, the contractor is responsible for maintenance and watering for the first 90 days, at which point the City will take over the maintenance and watering. We have an option to extend the maintenance for an additional 90 days, at the City sole discretion, if we determine that we don't have the adequate staff when the initial 90 days are up.

- **Sombrero Beach Road Bike Path Improvements:** Our consultant is proceeding with the design. We expect to have 60% plans completed in 2 months. Prior to submittal to FDOT, the City will host a community outreach meeting so that residence can be informed of the upcoming project, and our consultant can address any reasonable input from the public. We anticipate construction to begin in late summer 2027.

- **Aviation Blvd. Trail Lighting Project:** Our consultant has submitted the 100% plans to FDOT for approval. Once approved by FDOT, the project will be ready to go out to bid in the summer of 2027, which begins FDOT's 2028 fiscal year The project construction is funded by a $959,400 grant from FDOT. The project is slated for construction in the summer of 2027.

- **Community Park Buildings Maintenance Building.** Staff is proceeding with the design of the site and other features and have the project to bid, particularly reaching out to local contractors to perform the work. The project is expected to be completed in four months.

- **Coco Plum Trail Lighting Project:** We have a signed contract with McFarland-Johnson for the design of the path lighting and anticipate the kick-off meeting for the project design with FDOT to be held in November. The project will add path lighting for the existing trail from US 1 to Ave. K. The lights will be solar, which will save costs by eliminating the cost of installing electrical conduit and conductors. We anticipate utilizing bollard lighting for most of the project except for the portion from

US 1 to Ave. A, as we determined that bollard lighting in this area would be subject to constant damage by the commercial use of this area.

- **City Marina Spalling Repair:** The engineering staff is evaluating and preparing plans for repairing spalling in several areas of the marina building. Once the plans are complete, we will bid the work to complete the repairs.

- **Sombrero Beach Re-nourishment Project.** We are actively negotiating with consultants to provide design fees for the permitting of the beach re-nourishment. The project is a bit more complex than typical re-nourishment projects as it is our intent to push the shoreline further out to gain some of the beach area lost in the last few years. The permit we are seeking will also allow the City to perform maintenance re-nourishment to keep the same shoreline without requiring new permits for five years. The permitting and required plans cost is covered by a TDC grant. We anticipate bringing a resolution for this to the December Council Meeting.

General updates:

- **Building Plan Review:** The Engineering department has processed 56 permits reviews for Engineering, and 21 total inspections for projects requiring engineering reviews in the month of August.

CITY OF MARATHON, FLORIDA
Ports Department
Latitude 24° 42' 33.8" N Longitude 81° 5' 29.1" W

Memorandum

To: Honorable Mayor and City Council Members

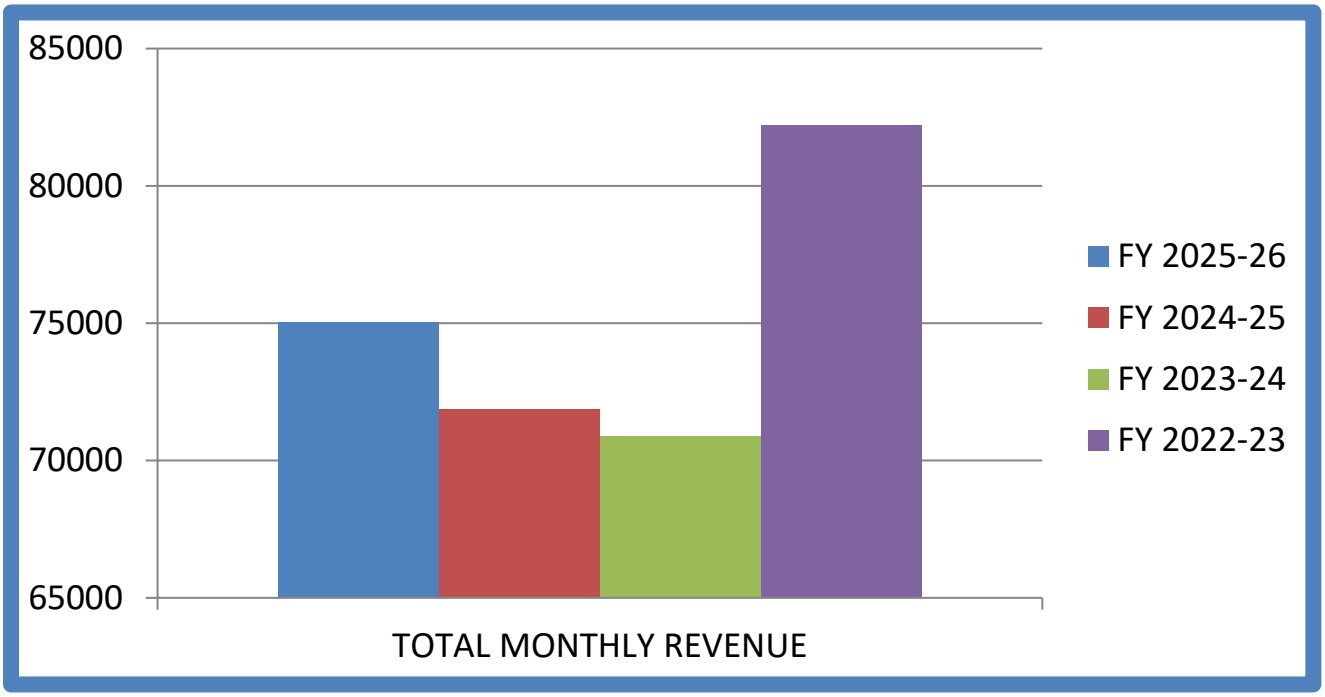
Through: Steve Williams, Interim City Manager

From: Sean Cannon, Ports Director

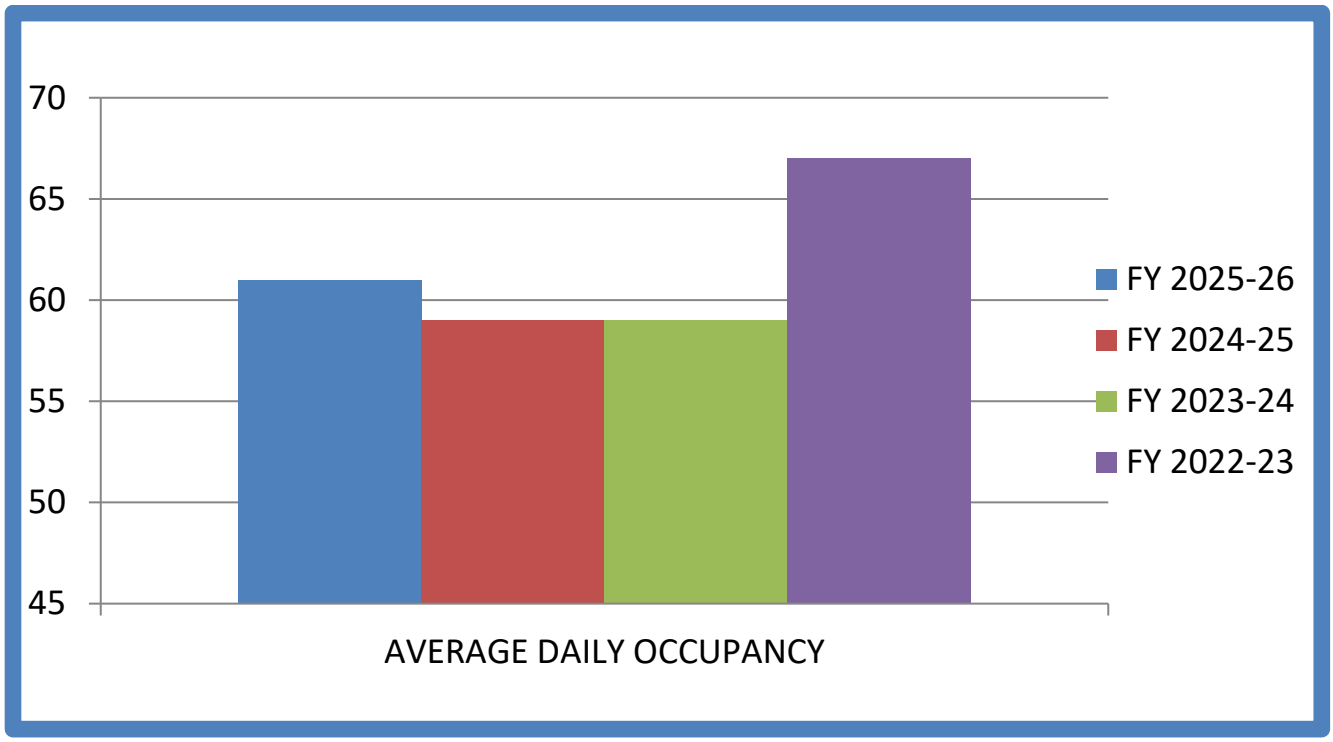
Date: October 13, 2026

Re: September Monthly Report

Revenue: City Marina saw $75,044 in revenue for the month of September.



Occupancy: September's average daily occupancy was 61%.



TOTAL TRANSIENT ARRIVALS:

***IN-STATE VESSELS: 14**

***OUT-OF-STATE VESSELS: 5**

***FOREIGN VESSELS: 0**

***TOTAL VESSELS: 19**

News: We held our annual Customer Appreciation Day and it was a big success with many of our customers being very thankful for the event.







Projects: There was no other ongoing projects as we focused on finishing current projects before the end of the fiscal year and in preparation for busy season.

CITY OF MARATHON

Memorandum

Meeting Date: October 13, 2026

To: Honorable Mayor Lynny Del Gaizo and City Council Members

Through: Steve Williams, City Manager / Interim City Attorney

From: Ted Lozier, P.E. Code Director

Subject: Code Compliance Report

September 2026 Activity:

Complaint/Property Investigations	33
New Code Cases	26
Code Cases Closed	28
September Hearing Cancelled	-
October 8 Hearing	15
Trash Service Violations	1
Trash Violation/Other Citations	2
Stop Work Orders Posted	5
Vacation Rental Violations	8

Thirty-three new code complaints/possible violations/properties were investigated, 26 new code cases were opened, and 28 code cases were closed.

The September Code Hearing was cancelled. The next code hearing is Thursday, October 8, 2026, at 2:00 P.M. at Marathon City Hall Council Chambers, 9805 Overseas Highway. Fifteen cases have been noticed for hearing.

Code Responses & Permit Reviews: 306 and 97
In September, staff responded to 306 code follow-up actions and inquiries received by telephone, email, online, or in-person. Staff also conducted 97 permit reviews.

Utility Department Monthly Update

MEETING DATE: October 13, 2026

TO: Honorable Mayor and City Councilmembers

FROM: Daniel Saus, Utility Director

THROUGH: Steve Willians, City Manager

SUBJECT: August 2026 Utility Department Update

A. Wastewater Treatment Plants

1. General Highlights

    a. We had normal flows for August with no issues.

    b. The Sombrero Blvd. stormwater project is in the punch list stage. Nearly completed.

    c. Deep Well piping projects are underway. See section C.

    d. The Valhalla force main project is now also in the punch list phase. See section C.

2. Odor Complaints / Mitigation

    a. We received no odor complaints about the treatment plants in August.

3. Effluent Quality Report/Plant Performance

The August wastewater facility's performance chart is shown below. The plant permits now require AWT compliance and the operations staff is doing an amazing job as reflected in our effluent quality as shown below. **(Effluent results are always a month behind due to sampling, shipping, & lab reporting)**

City of Marathon WWTP's Plant Performance Data for: August 2026

Parameters:			CBOD mg/L		TSS mg/L		TN mg/L		TP mg/L	
WWTP	**Permit (MGD)**	**MADF (MGD)**	Monthly Average (6.25)	**Annual Average (5.0)**	Monthly Average (6.25)	**Annual Average (5.0)**	Monthly Average (3.75)	**Annual Average (3.0)**	Monthly Average (1.25)	**Annual Average (1.0)**
AREA 3	**0.250**	0.201	<2.0	2.7	2.6	<2.0	2.20	1.75	0.05	0.30
AREA 4	**0.400**	0.233	<2.0	<2.0	<2.0	<2.0	1.25	1.68	0.16	0.21
AREA 5	**0.450**	0.352	<2.0	<2.0	<2.0	<2.0	0.35	1.31	<0.04	0.16
AREA 6	**0.200**	0.098	<2.0	2.6	<2.0	<2.0	1.30	1.69	0.14	0.19
AREA 7	**0.200**	0.023	<2.0	3.0	<2.0	<2.0	1.90	1.40	0.06	0.09

B. Collection System

1. The month of August had normal tides. Flows were normal for this time of year.

2. The lift station at Knight's key failed and was letting in salt water to the system. We had contractor try and repair it and the vault completely failed. We will now have to replace the lift station in its entirety.

3. Vacuum Station Salinities for August:

   a. Vacuum station salinities at the plants were as follows (in parts per thousand): SA3:3.11; SA4:2.97; SA5:3.73; SA6:1.20 and SA7:1.34. These values show a minimal level of infiltration of saline ground water.

4. Wastewater System Connections

    a. The City's wastewater system parcel connection rate is currently standing at approximately 100%. (Only customers that are in code or do not have a certificate of occupancy are not connected)

5. Code Compliance

    a. There are still currently only 2 open code cases in process for failure to connect to the City's central wastewater system, code violations, or expired permits.

6. Callouts

    a. From August 1st through August 31st there were 13 documented Call outs for the entire Collections System. Of these, 9 were automatically generated by our control system, typically a low vacuum detected at one of our Vacuum Stations. None of these call outs resulted in any damage to our customers. All are shown in the table below.

Address	**Station/Area**	**Date/Time**	**Description of Incident**
1655 overseas hwy	3/A	08/07/26 4:45pm	station called for low vac
11967 2nd ave	6/B	08/08/26 8:00am	station called for low vac
5551 overseas hwy	4/A	8/11/26 12:45am	fire dispatch called MOD for back up for brass monkey
2396 overseas hwy	3/A	08/11/26 4:20am	Low Vacuum call from station
6500 overseas hwy	Remote/B	08/11/26 12:30pm	Low Vacuum call from station
3740 overseas hwy	A/5	08/29/26 6:00pm	station called for low vac
829 65th st ocean	Remote/B	08/28/26 9:30pm	Low Vacuum call from station
4290 overseas hwy	4	8/27/2026 12:00	back up reported
311 73rd street ocean	Remote/A	8/27/2026	station called for low vac
11688 6th ave ocean	5/B	8/23/2026	Low Vacuum call from station
600 123rd street gulf	6	08/24/26 12:15pm	back up reported
1099 Copa D' Oro	4/B	08/23/26 2:00am	Low Vacuum call from station

7. Odor Complaints / Mitigation

    We received no odor complaints in August about the collection system.

C. Plant Upgrades & Construction Projects

1. City Council awarded the contract for the Deep Injection Well Project Piping Phase 2 and 3B to ADS. ADS has submitted a City Right-of-Way (R/W) permit application for the sections along Coco Plum while also actively pursuing permitting through FDOT for the work along US-1.

2. A CDBG-DR Grant has been received for electrical upgrades, vacuum monitoring system, and flood wall at Area 6 plant. The flood wall is on hold for now due to the costs. The electrical upgrades are nearing completion. The design on the vacuum system portion is nearly completed.

3. The Sombrero Boulevard Stormwater Project is nearing completion. A project walkthrough has been conducted, followed by an official punch list inspection to document any remaining items requiring completion or correction prior to project closeout. Milling and overlay have been completed on approximately 400 feet of asphalt that was damaged by their subcontractor. Pavement striping has also been completed as of last week.

4. The Valhalla Offsite Force main and Offsite Improvements Project has been given substantial completion. The project walkthrough and punchout list had been conducted. The field walkthrough with Webber was conducted and results are pending FDOT.

5. Deep Injection Well Piping Phase 1 continues to progress. The Maintenance of Traffic (MOT) plan has been approved by FDOT. Lane closures have shifted to the area between 113th Street and 117th Street, with traffic continuing to flow through the work zone with minimal delays to the public. A second directional drilling rig is expected to be mobilized following completion of this final eastern section. The MOT is expected to shift from near 83rd Street to the vicinity of Aviation Boulevard (west). The drilling rigs are anticipated to be positioned to work toward a mutual bore pit located near the center of the proposed lane closure. DBE has also received permission from FDOT to perform work over the Veterans Day holiday.

6. Deep Injection Well Piping Phase 3A is has reached substantial completion. A walkthrough of the project site was conducted approximately two weeks ago with minor issues. Thermoplastic placed on the bike path was squished prior to hardening. Contractor is set to replace the impacted areas.

7. The design for the Area 3 WWTP expansion is nearly completed and permitting through FDEP is underway at this time. We finally received the operating permit. We expect the expansion permit to follow soon.

SEPTEMBER ’26 BUILDING DEPT. BREAKDOWN

PERMITS READY FOR PAYMENT: 104 / $539,967

AVERAGE TURN FOR MONTH: 11 DAYS

ACTIVE PERMITS: 790

CO’S ISSUED MONTH: 6 RESIDENTIAL

REPLACEMENTS: 5

BPAS: 0

TBR HOMES: 1

REQ’S FOR PRIVATE PROVIDER: 33

PERMITS SUBMITTED THIS MONTH: 85

PERMITS ISSUED THIS MONTH: 55

PERMIT REVISIONS ISSUED THIS MONTH: 0

CONTRACTOR REGISTRATION/UPDATE: 22

NOTIFICATIONS FOR INFO SENT: 10

EXPIRATION EMAIL NOTICES SENT: 86

BULDING INSPECTIONS THIS MONTH: 185

RE-INSPECTS DONE THIS MONTH: 29

CITY OF MARATHON FIRE RESCUE

8900 Overseas Highway, Marathon, Florida 33050
Phone: (305) 743-5266 Fax: (305) 289-9834

Memorandum

Date: 9/30/2026

To: Honorable Mayor and City Council members

From: Shana J Rogers, Fire Chief

Through: Steve Williams, Interim City Manager

Subject: September Month End Report

MARATHON RESPONSES	September
Fire Incidents	5
Hazardous Condition	6
EMS	139
Inter-facility Transfers	40
False Alarm/No Emergency	24
Public Service	30
Rescue	1
Total for Month:	245
Total Calls for Calendar 2026:	1757

KCB RESPONSES	September
Fire Incidents	0
Hazardous Condition	0
EMS	7
False Alarm/No Emergency	2
Public Service	3
Rescue	0
Total for Month:	12
Total Calls for Calendar 2026:	105

FIRE PREVENTION – AFM Card	September
Fire Inspections	16
Fire Safety Plan Review	31
Occupational or Annual License Inspections	
Event Inspections	1
Annual State Inspections	0
DHR Follow-Up Inspections	0

VACATION RENTALS – Inspector Good	September
Total Applications Processed	118
Vacation Rental Fire Inspections	100
Total VR Fees Collected	148,775.00
Agent/Local Contacts Trained	124
Total VR Licenses Issued	97

From: Pullin, David
To: Brian Shea
Cc: Valdez, Yazmin; Sieracki, Adam; Chenault, Zachery
Subject: FloridaCommerce ACSC Administration Permit Contact Line
Date: Tuesday, February 24, 2026 5:07:19 PM

External (david.pullin@commerce.fl.gov)

Report This Email FAQ Protection by EssentialNet Solutions

Dear Mr. Brian Shea,

I am reaching out to inform you that an official line of communication has been established for all questions, comments, concerns, and requests regarding FloridaCommerce's review of proposed Area of Critical State Concern- related development orders. It is our priority to answer all inquiries in a timely and effective manner. Utilizing this line of communication will prevent any needs from falling through the cracks. For all inquiries from members of the public, please direct such to the phone line and email listed below:

Email: ACSCPermits@commerce.fl.gov

Phone: 1(850)-(717)-(8536)

It is important to note, this line of communication does not replace the existing Salesforce permit portal, nor is it intended to coopt direct communication between FloridaCommerce and City of Marathon staff. This line of communication is intended to enhance direct communication between members of the City of Marathon public specifically regarding matters of Area of Critical State Concern- related development orders and ordinances.

Thank you,

David Pullin
Planning Analyst
Bureau of Community Planning and Growth
Division of Community Development

FloridaCommerce
Office: 850.921.3269
FLORIDACOMMERCE www.FloridaJobs.org

This email communication may contain confidential information protected from disclosure by privacy laws and is intended for the use of the individual named above. If the reader of this message is not the intended recipient, this is notice to you that any dissemination, distribution or copying of this communication or any attachment to it may be a violation of federal and state privacy laws. If you have received this email in error, please notify the sender immediately by return email and delete this message. Please note that Florida has a broad public records law, and that all correspondence to me via email may be subject to disclosure. Under Florida law email addresses are public records.

COUNCIL AGENDA STATEMENT

Meeting Date: October 6, 2026

To: Honorable Mayor and City Councilmembers

From: Brian Bradley, Deputy City Manager

Through Steve Williams , City Manager

Agenda Item: **Discussion Item, Park Fees for Events**

BACKGROUND & JUSTIFICATION:

Currently the City does not collect fees for large events that are hosted at the Cities Parks. The City has staff that must assist with event cleanup and EMS must also be present for said events. This cost has been absorbed by the City and taxpayers of Marathon. This cost should be incurred by the event host and not the City.

The cost per day of staff is as follows:
2 park workers $30 per hour ($60 per hour total for park workers)
4-8 hours per day for the event ($60 x 8) $480 per day

2FF/Medics - 4-8 hours $520 - $1040

This cost (rounded down) is $1500.00 a day in staff time. This is the amount recommended to charge event hosts in order to recoup the Cities costs involved with said events.

Additionally—if the field is damaged, this will result in a $50.00 per square foot fee for the replacement of the turf.

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Manager

Agenda Item: *City of Marathon v. Tokio Marine* Approval of Settlement Agreement

BACKGROUND & JUSTIFICATION:

The City is currently in litigation against Tokio Marine Specialty Insurance Company relating to unpaid monies from a Commercial insurance policy. On September 28, 2026, the parties attended mediation with mediator Eric S. Kleinman and reached a potential settlement. Tokio Marine Specialty Insurance Company agrees to a settlement amount of $397,000.00. The proposed Settlement Agreement detailing the proposed agreed-upon amounts will be distributed upon receipt.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	___	___
2. Other _____		
3. Not applicable____		

FISCAL NOTE:

RECOMMENDATION:

Council approve Settlement Agreement

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: Consideration Of A Request For A Development Agreement, For QOF Inc., Pursuant To Chapter 102, Articles 8 Of The City Of Marathon Land Development Regulations ("The Code") Entitled "Development Agreement" For The Development Of Four (4) Single Family Affordable Residences; Located At And Around 701 91st Street; Which Is Legally Described As Lots 13 And 14 Sea Crest Heights Subdivision, Marathon, Monroe County, Florida; Having Real Estate Numbers 00350630-000000 & 00350640-000000, Nearest Mile Marker 52.

CONDITIONS:

- Modify the following sections of the Development Agreement as follows:
  - Amend dates as needed.
  - Strike last whereas clause.
  - Amend II.A to reference Objective 1-3.3.
  - Strike II.C through II.F.
  - Amend and renumber II.F by adding "up to 13 transfers or $520,000, whichever occurs first."
  - Add II.D documenting Administrative Variance and Nonconforming Setbacks.
  - Amend Department of Economic Opportunity to Department of Commerce.
  - Amend City Manager as needed.

APPLICANT/OWNER: QOF INC.

LOCATION: 701 91st Street and adjacent vacant parcel, having RE 00350630-000000 & 00350640-000000.

REQUEST: Enter into a Development Agreement with the City of Marathon for redevelopment of the subject property with four affordable housing units.

FUTURE LAND USE MAP DESIGNATION: Residential High (RH)

ZONING MAP DESIGNATION: Residential Mobile Home (R-MH)

LOT SIZE: Approximately 11,224 square feet or .26 acres.

SURROUNDING ZONING AND USES:

	Zoning	***Use***
North	Residential Mobile Home (R-MH)	Residences of 91st Street
East	Residential Mobile Home (R-MH)	Residences of 92nd Street
South	Residential Mobile Home (R-MH)	Residences of 91st Court
West	Residential Mobile Home (R-MH)	Residences of 91st Street

EXISTING CONDITIONS:
Currently, the property consists of the following:

- Two vacant parcels.
    - One market rate unit demolished under permit P2018-1150.
    - One affordable allocation awarded under Resolution 2021-76.

PROPOSED DEVELOPMENT
The proposed redevelopment of this property will consist of the following:

- Develop the property with four affordable housing dwelling units.
    - Building Permits: P-20-80, P-20-81, P-20-82, P-20-83.
    - BPAS applications: BPAS-21-75, BPAS-21-89, BPAS-21-90, BPAS-21-91.

BACKGROUND:
These properties are located at the southern end of the Sea crest Heights subdivision and are bordered on three sides by 91st Street. Lot 13 previously was developed with a structure, while lot 14 remained vacant. One market rate right remains from the demolished structure. And one affordable allocation was awarded from a previously rescinded allocation in September of 2021. The associated permit (P-20-82) for this allocation (BPAS-21-75) has yet to be issued.

CRITERIA FOR APPROVAL:
A development agreement may only be considered for approval if it meets the following criteria:

1. The development agreement meets all of the requirements of the Florida Local Government Development Agreement Act, Fla. Stat. §§ 163.3220—163.3243.
2. The duration of the development agreement shall not exceed an initial period of five (5) years, unless otherwise approved by Council for a longer time period.
3. The development agreement is consistent with the City comprehensive plan and the LDRs.
4. The development agreement is signed by the developer prior to execution by the City.

ANALYSIS:
Comprehensive Plan
The proposed development should meet the following criteria as set forth in the Comprehensive Plan. Objective 1-3.3 entitled Encourage Redevelopment states that the City shall evaluate potential redevelopment areas and prepare redevelopment plans or Land Development Regulations for areas determined to be in need of redevelopment. Specifically, Policy 1-3.3.1 entitled General Redevelopment Criteria states that the "City shall investigate commonly used planning strategies and identify available funding sources to address the revitalization of areas in need of redevelopment. The City shall strive to utilize the most appropriate and creative mechanisms available to address such issues. Additionally, the City shall analyze existing development patterns, property values,

structural conditions, renter/owner ratios, commercial vacancy rates, and other indicators of economic vitality and physical living conditions as part of the preparation of redevelopment plans or Land Development Regulations.

Such redevelopment plans or Land Development Regulations shall:

A. Prevent negative impacts on the fragile coastal ecosystem by directing development away from environmentally sensitive lands and critical habitat;
B. Revitalize existing commercial areas;
C. Promote safe and efficient vehicular, bicycle, and pedestrian movement;
D. Prevent or minimize the City's cost to provide infrastructure;
E. Mitigate incompatible commercial activity where commercial activity is adjacent to established residential neighborhoods;
F. Enhance the unique character of the City's commercial land uses through incentives for bufferyards and landscaping; and
G. Facilitate within the City, the creation of aesthetically pleasing commercial spaces outdoors, as places for social leisure and interaction, while limiting light industrial uses, outdoor storage and sales as a primary use of land, and outdoor retail sales as an accessory use of land; and
H. Provide for affordable/workforce housing."

In addition, Policy 1-1.1.1 ensures the City enhances or preserves the existing community character, which explicitly includes that the City desires to "Protect, enhance, and increase the number of affordable housing units. Policy 1-3.5.16 establishes the TDR and TBR process and doubly lists (A.5 & A.10) the attempt to "protect housing affordability and facilitate the provision of new affordable housing units throughout the City."

Affordable Housing

The proposed redevelopment creates affordable housing. The affordable housing must be consistent with Section 104.03 entitled Affordable Housing. Parts B, C, D, and F under part II of the development agreement apply to affordable housing.

Under section 107.05.D.1. to apply for allocations, a development must have completed all steps otherwise necessary to apply for and receive a building permit including habitat assessment (if required by the City Biologist), other agency approvals or letters of coordination and the requisite construction plans, zoning and subdivision approvals. Therefore, part B or section II has been met and is consistent with the City LDRs.

Part II.C relies on the last whereas clause of the agreement, as well as part M.3 of the agreement. Senate bill 180 became effective July 1 of 2025. It amended the clearance times from 24 to 24.5 hours, thus effectuating the next steps to address BPAS and ROGO within Monroe County. In addition, it included the following section:

> The Department of Commerce shall conduct baseline modeling scenarios and gather data in order to determine a number of building permit allocations to be distributed in the Florida Keys Area based upon the hurricane evacuation clearance time provided in s. 380.0552(9)(a), Florida Statutes, as amended by this act. The

permit allocations must be distributed to counties and municipalities based on the number of vacant buildable lots within each jurisdiction. The permit allocations must be distributed over a period of at least 10 years but may not exceed 900 total permit allocations. All permits must be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner occupied residences, affordable housing, and workforce housing.

Should amendments to the law occur, the development agreement may be brough back for amendment pursuant to M.3 of the agreement.

Under Section 107.09 Applicants that dedicate buildable lots or cash in lieu of dedication may receive the following points:

Point Assignment:	Criteria:
5	Donation of a cash fee to the City of Marathon, for the purposes of affordable housing. The required fee shall be established by the Council.
6	An application which includes the dedication to the City or agencies or appropriate 501 (c) (3) nonprofit organizations as approved by Council of a legally platted, buildable lot * within the City containing one (1) or more existing affordable dwelling units.**

*An applicant may dedicate a maximum of one (1) lot to obtain the maximum allowable points under the Moderate Category.
**To be used for the purposes of perpetually income deed-restricted affordable housing

For II.D to apply for BPAS points on a market rate application, then after the units are constructed, the property must be donated to the City or nonprofit approved by Council. Since the units are not going to be donated (as noted in section IV. G), section D should be struck from the development agreement, thereby making it consistent with the City LDRs.

Section II.F states the purpose is to satisfy any future requirement for affordable housing relating to future development(s) as may be required and until such units are accounted for. Only one section of code requires inclusionary affordable housing, Section 104.25 entitled Hotels or Motels. As part of those requirements a new development agreement is required and that portion of the code can be addressed then. The affordable housing can also satisfy development as it relates to the affordable housing compliance requirements of transferable building rights under Section 107.18. Under the replacement criteria, the development of (four) 4 affordable housing units at the 30% minimum requirement could cover thirteen (13) affordable compliance transfer fees. Under the fund criteria, based upon the most recent Council resolution, this is the equivalent of a $520,000 affordable housing waiver. Because the fee program can be changed by Council resolution it is recommended that the language be added at the end of II.F stating, “up to 13 transfers or $520,000, whichever occurs first.” Thereby making it consistent with the current City LDRs.

Wastewater
The property will have to connect to the sewer system. This parcel was previously assessed for the one connection for the demolished home. Three more assessments would be required. Under

II.E of the proposed agreement the applicant is requesting to reduce or eliminate the sewer impact fee. Under section 34-24 of the code of ordinances the City is authorized to fix and collect rates, rentals, fees, and charges for the use of any wastewater system facilities. Additionally, under Section 34-23 a customer that receives wastewater service from the City is responsible for all fees and charges incurred in connection with the rendering of service. Failure to pay amounts due the City within the time designated for payment may result in the disconnection of wastewater service until all amounts due the City have been paid in full. Section 34-44 sets forth that the City is authorized to impose fees and charges as appropriate to the construction, operation, and maintenance of its wastewater system. rates, fees, and charges shall be established by resolution of the City Council. The Council set the current fees based upon the Wastewater Connection Fee Study and adopted them through Resolution 2022-25. The only section that allows for the reduction in fees is Section 34-51.2. This section only applies to businesses that provide a public good that is being assessed in excess of 5 EDUs and would therefore not apply to this proposed 4-unit residential development. Based upon this, the language in II.E of the development agreement should be removed, thereby making it consistent with the City LDRs.

Stormwater
The property currently has no erosion control or stormwater management system. A stormwater management system will be constructed onsite as part of the site redevelopment. This system will retain, detain, and treat stormwater on the property and therefore will provide a substantial benefit to water quality in the area. The proposed plans show 1,012 cubic feet of stormwater swales being constructed on site.

FEMA/Floodplain Management
The property is entirely within the AE 8 flood zone. The submitted plans show that the finished floor elevation of the units will be at 12' NGVD. This is three feet above the minimum requirements of the Florida Building Code.

Compliance with Bulk and Open Space Regulations
Open Space
The property is categorized as a disturbed area which requires a 20 percent open space ratio. The proposed plans show impervious lot coverage totaling 4,806 square feet. This means that there is a 53% open space ratio on site.

Height
The land development regulations establish an overall building height of 42 feet. The plans that were submitted show that the building does not exceed the 42-foot height limit. The proposed height is 21'.

Setbacks
Residential mobile home zoning has a 10' front, 10' rear, and 5' side setbacks. The structure that was demolished on the southern lot had a nonconforming setback of 3'. The proposed plans shows that the nonconformity was reduced by increasing the setback to 4'8". The applicant received an administrative variance to allow for the side setbacks between the two lots to be reduced from 5' to 4'8" to account for the roof overhangs. Both variances and nonconformities have 1-year timeframes associated with them. The permits were submitted within these timeframes, however, they have yet

to be allocated and/or issued. It is recommended that the administrative variance, and setback nonconformity be included in the purposes of the agreement section, thereby making it consistent with the City LDRs.

Density

The application indicates that the combined parcels are 11,224 square feet. The proposed densities comply with the Residential High FLUM and Residential Mobile Home Zoning.

Use	Units/acre	Proposed # Units	Required Acreage/Dwelling Unit
Market Rate Dwelling Units	8	0	5445 sq ft
Affordable/Workforce Dwelling Units	25	4	1742 sq ft
Total Acreage Required			6,968 sq ft
Total Acreage Provided			11,224 sq ft

RECOMMENDATION:

Planning Staff recommends that City Council grant **CONDITIONAL APPROVAL** of the Development Agreement. Planning Commission recommended denial of the Development Agreement (3-0).

Conditions of Approval

- Modify the following sections of the Development Agreement as follows:
  - Amend dates as needed.
  - Strike last whereas clause.
  - Amend II.A to reference Objective 1-3.3.
  - Strike II.C through II.F.
  - Amend and renumber II.F by adding "up to 13 transfers or $520,000, whichever occurs first."
  - Add II.D documenting Administrative Variance and Nonconforming Setbacks.
  - Amend Department of Economic Opportunity to Department of Commerce.
  - Amend City Manager as needed.

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REQUEST FOR A DEVELOPMENT AGREEMENT, FOR QOF INC., PURSUANT TO CHAPTER 102, ARTICLES 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS ("THE CODE") ENTITLED "DEVELOPMENT AGREEMENT" FOR THE DEVELOPMENT OF FOUR (4) SINGLE FAMILY AFFORDABLE RESIDENCES; LOCATED AT AND AROUND 701 91ST STREET; WHICH IS LEGALLY DESCRIBED AS LOTS 13 AND 14 SEA CREST HEIGHTS SUBDIVISION, MARATHON, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00350630-000000 & 00350640-000000, NEAREST MILE MARKER 52.

WHEREAS, Wharf Marina, Inc. (The "Applicant") filed an Application on June 27th, 2022 for Development Agreement pursuant to Chapter 102, Article 13 of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS, the Applicant has proposed the development of a restaurant, marina, retail space and eleven (11) transient housing units; and

WHEREAS, the City staff reviewed the Applicant's request for a Development Agreement determining that the Applicant's project proposal is in compliance with the City's Comprehensive Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City's Level of Service (LOS); and

WHEREAS, on the 15th day of September 2025, the Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, on the 13th day of October 2026 and on the 10th day of November 2026, the City Council (the "Council") conducted a properly advertised public hearing (the "Public Hearing") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS, the City Council made a determination that the Applicant's request for a Development Agreement subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City's Comprehensive Plan and LDRs, is consistent with its policy to encourage the development of residential properties and redevelop commercial in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

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

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

Section 2. The Development Agreement attached hereto as Exhibit "A", between the City of Marathon and QOF Inc. is hereby approved. The Mayor is authorized to sign the Development Agreement on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

Steve Williams, City Attorney

Parcel I.D. Nos.:
RE# 00350630-000000 and 00350640-000000
(Space reserved/or recording)

DEVELOPMENT AGREEMENT FOR
QOF INC.
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF MARATHON, FLORIDA, a Florida municipal corporation (herein referred to as "City"), and QOF Inc., 1477 Overseas Hwy Marathon, Fl 33050, a Florida Corporation (herein referred to as "Owner',), pursuant to Chapter 102, Article 8, of the Land Development Regulations of the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes, and is binding on the Effective Date set forth herein.

WITNESSETH:

WHEREAS, Owner is the owner of real property located in Marathon, Monroe County, Florida, more particularly described in Exhibit "A" (boundary survey), attached hereto and incorporated herein by reference; and

WHEREAS, Owner has submitted a proposal to develop and construct Four (4) affordable residential units; and

WHEREAS, the construction and maintenance of affordable housing within the City of Marathon is a desirable goal and will serve to preserve workforce housing in the face of economic gentrification; and

WHEREAS, the economic development afforded by this Agreement is in the best interest of both parties to this Agreement as well as the general public in the City of Marathon; and

WHEREAS, the Marathon Planning Commission held a public hearing on the day of , 2022, to consider this Agreement, and recommended approval of this Agreement; and

WHEREAS, the City Council of Marathon held public hearings on the day of and day of 2022, to consider this Agreement; and

WHEREAS, the City has determined that this Agreement is in the public interest and is consistent with its policy to encourage the redevelopment of Marathon in a manner that provides and preserves affordable housing and will further the health, safety, and welfare of the residents of Marathon; and

~~**WHEREAS,** the State of Florida has awarded the City of Marathon sufficient allocations of market rate and affordable housing to allow the Owner an award of three (3) affordable unit entitlements that will allow completion of the project; and~~

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. RECITALS.

The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.

II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

A. To encourage redevelopment of the Property consistent with Objective 1-3.4~~3~~ in the City's Comprehensive Plan.

B. To secure the ability to construct Owner's proposed development of residences totaling four (4) units.

~~C. To secure three (3) affordable building allocations.~~

~~D. To establish points towards any application made by Owner or Owner like entity for a market rate ROGO as it relates to the construction of affordable housing~~

~~E. To reduce or eliminate the sewer impact fee~~

C~~F~~. To satisfy any future requirement for affordable housing relating to future development(s) as may be required and until such units are accounted for up to 13 transfers or $520,000, whichever occurs first.

D. To document and extend the approved Administrative Variance and setback nonconformities.

III. DEFINITIONS.

For the purposes of this Agreement, all terms shall have the definitions as found in the Land Development Regulations (LDRs), Comprehensive Plan and in Chapter 163, Florida Statutes, or in other applicable Florida Statutes, and if not defined in the Code, Plan, or Statute, the term shall be understood by its usual and customary meaning.

IV. STATUTORY AND CODE REQUIREMENTS.

The parties recognize the binding effect of the Florida Local Government Development Agreement Act, Sections 163.3221, et seq., Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership. QOF Inc., 1477 Overseas Hwy Marathon, Fl 33050, is the Owner of the Property, and the Property is the subject of this Agreement, as described in Exhibit B, Boundary and Topographic Survey. There are no other legal or equitable owners of the subject property known to the parties to this Agreement.

B. Duration of Agreement and Submission of Permit Application. Owner shall have a period of twelve (12) months from the Effective Date of this Agreement to submit an application for a building permit with the City to commence construction of the project contemplated herein. The duration of this Agreement shall be ten (10) years from the effective date. Should the owner not commence construction within eighteen (18) months of the effective date of this Agreement, then this Agreement shall be null, and void and the allocation of affordable housing contained herein shall be canceled and said allocation shall revert to the City. This Agreement may be renewed or extended as provided herein. If the Owner has not complied with the terms of this section, this Agreement may be subject to termination as provided herein.

Affordable Housing is defined in Section 110.00 of the City's LDRs as: "Dwelling units which contain less than or equal to 1,800 square feet of habitable space meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of City; and are restricted in perpetuity or as allowed by law for a minimum 50-year period to use by households that meet the requirements of at least one (l) of the following income categories: very low, low, median, moderate or middle. The requirements for these income categories are as provided in Chapter 104, "Specific Use Regulations". "

It is agreed that the affordable housing shall comply with the Moderate-income standards or Middle-income standards as set forth in Section 104.03 (d) and 104.03 (e).

Moderate-income is defined as: "A household whose income (excluding that of full-time students under 18 years of age) does not exceed 120 percent of the median adjusted gross annual income for households within the county;"

Middle-income is defined as: "A household, whose income (excluding that of full-time students under 18 years of age) does not exceed 160 percent of the median adjusted gross annual income within the county;"

D. Sale or Lease. Owner agrees to comply with all the requirements of the City of Marathon regarding sale or leasing of the affordable housing units (general affordable pool as defined in Section 107.06(c) to be constructed as part of the project. In addition, Owner anticipates establishing the affordable units as rental units, but in the event that the affordable units are sold, individually or in bulk, the affordable housing deed restrictions required by the City shall be

imposed with a duration of fifty (50) years from the date of the issuance of the certificate of occupancy.

E. Density and Building Height. The property is located in a Residential Mobile Home Zoning District as defined in the Land Development Regulations. The maximum building height permitted on the property is thirty-seven (42) feet.

F. Public Facilities, Concurrency, Impact Fees. The following identifies the public facilities that are required that will service the development of the Property: who shall provide the facilities; what new facilities, if any, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of development.

1. Potable Water. Domestic potable water is provided by the Florida Keys Aqueduct Authority.

2. Electric Service. Electric service is provided by Florida Keys Electric Service.

3. Solid Waste. Solid waste service is provided by Marathon Garbage Service or its successors and assigns, as determined by the City Council.

4. Fire Service. Fire service is provided by the Marathon Fire Department.

5. Wastewater, Sewage Collection and Disposal. Wastewater and sewage collection, treatment, and disposal shall be done by connection to the City sewer system.

6. Public Recreational Facilities. Public recreational facilities are available near the property in the Marathon Community Park and Jesse Hobbs Park.

7. Stormwater Management. There shall be no direct discharge to the City of Marathon Nearshore Waters.

8. Fire Protection. Per the Florida building code

9. Concurrency. All public facilities, apart from Wastewater, identified above are available as of the date of this Agreement, and capacity for each is projected to be available concurrent with the impacts of development. Wastewater capacity is available through the Central Sewer system for the City of Marathon.

10. Impact Fees. The City shall waive the impact fees for the affordable units allowed pursuant to Section 111.02 F.3(f).

G. Reservations or Dedications of Land for Public Purposes. These are not contemplated or necessary for this development.

H. Local Development Permits. The following City development approvals are required for the development of the Property.

1. This Development Agreement.

2. Building and related construction permits for the structures, land clearing and landscaping. At any time, any building permit is applied for, Owner shall demonstrate compliance with all applicable Federal, State and Municipal Disabled Access Regulations in effect at the time of application.

3. Local Permits for Stormwater Runoff. Nothing in this Agreement shall preclude the parties from applying conditions in addition to Federal, State and regional permits, by mutual agreement, during final site plan review or permitting.

I. Finding of Consistency. By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan, applicable LDRs and the Principles for Guiding Development set forth in Section 380.0552(7), Florida Statutes.

J. Mutual Cooperation. City and Owner agree to cooperate fully and assist each other in the performance of the provisions of this Agreement.

K. Development to Comply with Permits and City Comprehensive Plan and Code Provisions. The redevelopment shall be developed in accordance with all required permits and in accordance with all applicable provisions of the City's Comprehensive Plan and Land Development Regulations in effect on the effective date of this Agreement. No Certificate of Occupancy for an individual building shall be issued until all plans for that building are approved by the City and the Owner has complied with all conditions in permits issued by the City and the other regulatory entities for that building. The City agrees that any permits or certificates of occupancy to be issued by the City shall not be unreasonably withheld or delayed

L. Compliance With Permit Terms, Conditions, and Restrictions Not Identified Herein. The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Owner of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

M. Laws Governing.

1. For the duration of this Agreement, all approved development of the Property shall comply with and be controlled by this Agreement and provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement, inclusive of text changes and rezoning approved by the City Council on the date of the City's approval of this Agreement, if any. The parties do not anticipate that the City will apply subsequently adopted laws and policies to the Property, except as expressly provided in this Agreement

2. Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

a. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

b. The new laws and policies are essential to public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;

c. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

d. The Agreement is based on substantially accurate information supplied by Owner. Provided, however, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

3. If state or federal laws enacted after the Effective Date of this Agreement preclude any party's compliance with the terms of this Agreement, it shall be modified as necessary to comply with the relevant state or Federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

N. Amendment Renewal and Termination. This Agreement may be amended, renewed, or terminated as follows:

1. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

2. As provided in Section 163.3237, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirement in Section 163.3225, Florida Statutes, and applicable LORs. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately fifteen (15) days before each public hearing in a newspaper of general circulation and readership in Marathon and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public bearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

3. This Agreement may be terminated by the Owner or its successor(s) in interest following a breach of this Agreement by the City upon written notice to the City as provided in this Agreement.

4. Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked or modified by the City if, based on substantial competent evidence, the City finds there has been a failure by Owner to comply with the terms of this Agreement.

5. This Agreement may be terminated by mutual consent of the parties.

O. Breach of Agreement and Cure Provisions.

1. If the City concludes that there has been a material breach in this Agreement by Owner, prior to revoking this Agreement, the City shall serve written notice on Owner identifying the term or condition the City contends has been materially breached and providing Owner with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement.

b. Failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

2. If Owner concludes that there has been a material breach in the terms of this Agreement by the City, Owner shall serve written notice on the City identifying the term or condition Owner contends has been materially breached and providing the City with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. The following events shall be considered a material breach of this Agreement:

a. Failure to comply with the provisions of this Agreement.

b. Failure to timely process any application for Site Plan approval or other development authorized by this Agreement.

3. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

4. Notwithstanding any other provisions of this Development Agreement to the contrary, neither party hereto shall be deemed to be in default under this Development Agreement where delay in the construction or performance of the obligations imposed by this Development Agreement are caused by war, revolution, labor strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions, embargoes, litigation (excluding litigation between the City and the Owner), tornadoes, hurricanes, tropical storms or other severe weather events, or any other causes beyond the control of

such party. The time of performance hereunder, as well as the term of this Development Agreement, shall be extended for the period of any forced delays or delays caused or resulting from any of the foregoing causes. The Owner must submit evidence to the City's reasonable satisfaction of any such delay.

P. Notices. All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Services as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO OWNER:

QOF Inc.
1477 Overseas Hwy
Marathon, Fl 33050

TO THE CITY:

~~George Garrett~~ Steve Williams, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

With a copy by regular U.S. Mail to:

~~Steve Williams,~~ City Attorney
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050
(305) 743-0033

Q. Annual Report. On each anniversary date of the Effective Date of this Agreement, Owner shall provide the City with a report identifying (a) the amount of development authorized by this Agreement that has been completed (b) the amount of development authorized by this Agreement that remains to be completed, and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last Annual Report.

R. Enforcement. In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the State Land Planning Agency may file an action for injunctive relief in the Circuit Court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Section 163.3220-163.3243, Florida Statutes.

S. Binding Effect. This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

T. Assignment. This Agreement may not be assigned without the written consent of the parties, which consent shall not be unreasonably withheld.

U. Drafting of Agreement. The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

V. Severability. In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or validity of the remaining provisions of this Agreement

W. Applicable Laws. This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida

X. Litigation/Attorney's Fees: Venue; Waiver of Right to Jury Trial. As between the City and Owner, in the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes but is not limited to~ reimbursement for reasonable attorney's fees and costs incurred with respect to any appellate~ bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida.

THE PARTIES TO THIS AGREEMENT WAIVE THE RIGHT TO A JURY TRIAL IN ANY LITIGATION ARISING OUT OF THIS AGREEMENT.

Y. Use of Singular and Plural. Where the context requires, the singular includes the plural, and plural includes the singular.

Z. Duplicate Originals; Counterparts. This Agreement may be executed in any number of originals and in counterparts, all of which evidence one agreement. Only one original is required to be produced for any purpose.

A.A. Headings. The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of this Agreement.

B.B. Entirety of Agreement. This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and

exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

C.C. Recording; Effective Date. The Owner shall record this Agreement in the Public Records of Monroe County, Florida, within fourteen (14) days after the date the last party signs this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the city by the Owner; to which the City shall submit the recorded agreement to the State Land Planning Agency at the Department of Commerce ~~Economic Opportunity~~, Division of Community Planning, 107 Madison Street, Room 22, Tallahassee, Florida 32399 by hand delivery or registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded and received by the Owner or his agents. This Agreement shall become effective after the date the State Land Planning Agency receives its copy pursuant to Section 163.3239, Florida Statutes or within the time frames that may be laid out in any Memorandum of Understanding between the City of Marathon and the Department of Commerce ~~Economic Opportunity~~.

D.D. Date of Agreement. The Date of this Agreement is the date the last party signs and acknowledges this Agreement.

Signature Page to Follow

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:

OWNER
QOF Inc. a Delaware Corporation

_____
Signature

By: _____
Name: Michael D. Aranda
Title: President

_____
Name of witness (printed or typed)

_____
Signature

_____
Name of witness (printed or typed)

On the _____ day of _____, 2022, The City Council of the City of Marathon approved this Agreement by Resolution No.

ATTEST: CITY OF MARATHON

_____ By: _____

City Clerk Mayor

APPROVED AS TO FROM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY.

_____

~~Steve Williams,~~ City Attorney

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and Council Members

From: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-31**, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add Two New Subsections Titled Ocean Terrace And 82nd Street; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

BACKGROUND

The tow away zone which is the subject of this Ordinance was requested by the MCSO. The reason for the request is that vehicles frequently park in the Right-Of-Way of Ocean Terrace and 82nd Street blocking the sidewalk, the bike path, and frequently stick out into the vehicle travel land in such a way as to be unsafe. Staff agrees with the premise and facts provided in the request and recommends approval for the adoption of this Ordinance.

CONSISTENCY CHECKLIST:	**Yes**	**No**
1. Comprehensive Plan	_____	_X__
2. Other – 2010 Sewer Mandate	_____	_X__

FISCAL NOTE:

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:
Approval

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City of Marathon has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the City of Marathon may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

Ordinance 2026-31, Modifying Section 32-34 Of The City Code Of Ordinances, 'Tow Away Zones' In Order To Add Two New Subsections Titled Ocean Terrace And 82nd Street; Providing For Severability; Providing For Incorporation Into The Code Of Ordinances; And Providing For An Effective Date.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s.163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive Plan Amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  - ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Note to Staff: *This form should be completed and included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published (10 days prior).*

Business Impact Estimate:

The City of Marathon hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The tow away zone which is the subject of this Ordinance was requested by the Monroe County Sheriff's Office. The reason for the request is that vehicles frequently park on the Ocean Terrace and 82nd Street Right-Of-Way blocking the sidewalk, the bike path, and frequently stick out into the vehicle travel land in such a way as to be unsafe. Staff agrees with the premise and facts provided in the request and recommends approval for the adoption of this Ordinance.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

None

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

If vehicles are towed because they fail to comply with the zone, they may be charged for tickets, towing, and towing recovery fees

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

This is a tow away zone not subject to City fees. It is subject to both ticketing and/or towing charges for failure to comply. Enforcement of tickets would occur through the Monroe County Sheriff's Office. Towing and associated costs would inure to the violator. Costs are unknown but should be de minimis once general compliance occurs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

None

4. Additional information the governing body determines may be useful (if any):

NA

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*

Sponsored by: Williams
Introduction Date: October 13, 2026
Public Hearing Dates: October 13, 2026
Enactment Date: November 10, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-31

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, MODIFYING SECTION 32-34 OF THE CITY CODE OF ORDINANCES, 'TOW AWAY ZONES' IN ORDER TO ADD TWO NEW SUBSECTIONS TITLED OCEAN TERRACE AND 82 ND STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, said Code Section establishes the specific location and criteria for the development and enforcement of tow away zones; and

WHEREAS, this proposed Ordinance modifies the existing Code section to add a new tow away zone where parking within the Ocean Terrace and 82nd Street ROW will be prohibited and within which vehicles found within the zone are subject to towing; and

WHEREAS, modification of this Ordinance is in the best interest of the citizens of the City of Marathon, in protection of their life / safety,

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

Section 1. The above recitals are hereby confirmed and adopted.

Section 2. Section 32-34 *Tow away zones* is hereby modified to read:

Sec. 32-34. - Tow away zones.
***
(b) Tow Away Zones Established:
Tow away zones established.

1. *Aviation Boulevard.* A tow away zone is established along the entire length of the Aviation Boulevard right-of-way, from its intersection within U.S. Highway 1 to 107th Street except:

    a. the areas in front of residential homes so long as parking in front of those areas does not obstruct traffic;

    b. the area off the pavement on the north side of the road within 250 feet west of the intersection of Aviation Boulevard with Stirrup Key Boulevard.

2. *Harbor Drive.* A tow away zone is established along a portion of Harbor Drive, beginning at the intersection of Harbor Drive with Aviation Boulevard, and extending north for 500 feet on both sides of the street, including all land located within the Harbor Drive right-of-way.

3. *Sombrero Boulevard.* A tow away zone is established along the golf course side of Sombrero Boulevard which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.

4. *25th Street.* A tow away zone is established along the right-of-way of 25th Street which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.

5. **Ocean Terrace. A tow away zone is established along the right-of-way of Ocean Terrace which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.**

6. **82nd Street. A tow away zone is established along the right-of-way of 82nd Street which prohibits parking except in designated parking areas by passenger vehicles only and further prohibits parking of trailers of any type, RVs, travel trailers, fifth wheels, and other similar vehicles.**

Section 3. The provisions of the Marathon Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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

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

Section 6. This Ordinance shall become effective immediately upon adoption on second reading.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 10th DAY OF NOVEMBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

(CITY SEAL)

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

_____
City Attorney

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2025

To: Honorable Mayor & City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-25** Amending The City's Land Development Regulations, Chapter 110 "Definitions", Article 3 "Defined Terms"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

Ordinance 2026-26 Amending The City's Land Development Regulations, Chapter 107, "General Development Standards," Article 5, "Setbacks And Height," Section 107.36, "Exception To Setback"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law

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RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:
The proposed ordinance has been drafted to amend the definition and exception to setback ordinances to adopt language consistent with House Bill 929 as adopted into Chapter 2026-55 of the laws of Florida. The purpose of the amendment is to codify consistent language for tikis and chickees based upon the amendments to State law.

Purpose of Proposed Amendment:

The purpose of the amendments is are to adopt language consistent with new State Law.

AUTHORITY

Section 102.26. Planning Commission Recommendation.
A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.
B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:
1. The need and justification for the change;

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

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

C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:

1. Approved as proposed;
2. Approved with amendments proposed by the PC; or
3. Denied

Section 102.27. - Hearing(s) by Council.

A. The decision to process a text amendment is within the sole discretion of the Council.

B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

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

A. The need and justification for the change;

The City of Marathon needs to amend these sections to be consistent with Florida Statute.

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

Nothing in the comprehensive plan directly pertains to tikis or chickees.

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

These required statutory changes still further the purposes of the LDRs and reduce discrimination based upon housing type.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenets of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL

Planning Commission recommends approval (3-0).

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
October 13, 2026
Enactment Date: October 13, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-25

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS, CHAPTER 110 "DEFINITIONS", ARTICLE 3 "DEFINED TERMS"; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

WHEREAS, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations based upon changes to Florida Statute 125.489, 166.04845, 553.73(10)(i).; and

WHEREAS, this Ordinance had a hearing before the Planning Commission on August 24, 2026 and a first hearing before the City Council on September 8, 2026 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public. The Ordinance was noticed for a second hearing on October 13, 2026, at which time, the Ordinance was passed unanimously, and

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Amend the Land Development Regulations, Article 3 "Defined Terms" as attached in Exhibit A.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or

unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 5. This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13 DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

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

_____
Steven T. Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Chapter 110 “Definitions” Article 3 “Defined terms”:

***

Chickee. Chickees are constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. The term "chickee" means an open-sided wooden hut that has a thatched roof of palm, or palmetto, or other traditional materials; that may have a wooden deck; and that does not incorporate any electrical, plumbing, or other nonwood features, except that a chickee may:

1. Incorporate nonwood fasteners, including, but not limited to, nails, screws, bolts, nuts, washers, staples, and hurricane straps.
2. Incorporate electrical or plumbing features in accordance with a building permit for the incorporation of such features.

***

State Land Planning Agency. The State Land Planning Agency shall have the same definition as set forth in Florida Statute 380.031 as may be amended in Statute. The State Land Planning Agency may be listed historically as the Department of Commerce, the Department of Economic Opportunity, and the Department of Community Affairs.

***

Tiki. The term "tiki" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, that may have a wooden deck, and that may incorporate any electrical, plumbing, or other non-wood features.

***

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
October 13, 2026
Enactment Date: October 13, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-26

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS, CHAPTER 107, "GENERAL DEVELOPMENT STANDARDS," ARTICLE 5, "SETBACKS AND HEIGHT," SECTION 107.36, "EXCEPTION TO SETBACK"; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

WHEREAS, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations based upon changes to Florida Statute 125.489, 166.04845, 553.73(10)(i).; and

WHEREAS, this Ordinance had a hearing before the Planning Commission on August 24, 2026 and a first hearing before the City Council on September 8, 2026 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public. The Ordinance was noticed for a second hearing on October 13, 2026, at which time, the Ordinance was passed unanimously, and

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Amend the Land Development Regulations, Section 107.36 as attached in Exhibit A.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or

unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 5. This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13 DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

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

_____
Steven T. Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Sec 107.36 Exception To Setback

A. *Side Yard.*
    1. For parcels in the MU districts, and for duplexes and multi-unit, affordable dwellings in certain residential zoning districts, the required interior side yard setbacks may be reduced through the conditional use process established in Article 13, Chapter 102.
    2. Driveways, which may include a turnaround area; walkways not to exceed five (5) feet wide and landscape features such as, but not limited to; decorative fountains and landscape lighting may be allowed provided that:
        a. All accessory structures in the front yard setback shall maintain the required side setback;
        b. Must be detached from principal structure and be nonenclosed;
        c. Must maintain all required bufferyard and landscape street treatments of Article 8 "Landscaping" of this Chapter;
        d. The open space requirements of Article 9 of this Chapter are met;
        e. Shall be located within existing cleared areas before encroaching into areas of native vegetation;
        f. All new impervious area is subject to the stormwater management requirements established in Article 11 of this Chapter.
    3. Accessory stairs and platforms to elevate mechanical, plumbing and electrical equipment. Accessory structures, limited to stairs and platforms, may be permitted within a required side yard setback on a parcel developed exclusively with a residential use if the following provisions are met:
        a. The accessory structure is required to elevate mechanical, plumbing and electrical equipment at or above required flood elevations;
        b. The accessory structures are situated at least two (2) feet from the side yard property line; and
        c. The accessory structures must be constructed to avoid any off-site discharge of stormwater from the subject parcel in accordance with Article 11 of this Chapter; and
        d. In no event shall the total combined area of all accessory structures occupy more than 80 percent (80%) of the required side yard setback area.
    4. Chikees and Tikis shall maintain a ten (10) feet side yard setback from the property line.

B. *Small Lots.* In all residentially zoned districts, for parcels 4,500 square feet or less in size, the front and rear setback requirements are reduced to ten (10) feet each.

C. *Front Yard.* In all residentially zoned districts, driveways, which may include a turnaround area; walkways not to exceed five (5) feet wide and landscape features such as, but not limited to, decorative fountains and landscape lighting may be allowed provided that:
    1. All accessory structures in the front yard setback shall maintain the required side setback;
    2. Must be detached from principal structure and be nonenclosed;
    3. Must maintain all required bufferyard and landscape street treatments of Article 8 "Landscaping" of this Chapter;
    4. The open space requirements of Article 9 of this Chapter are met;
    5. Shall be located within existing cleared areas before encroaching into areas of native vegetation;
    6. All new impervious area is subject to the stormwater management requirements established in Article 11 of this Chapter.

D. *Rear Yard.* For landlocked residential parcels an exception to the rear yard setback may be allowed for detached accessory structures provided that:
    1. The entire parcel is brought into compliance with the stormwater management requirements established in Article 11 of this Chapter;
    2. A minimum five-foot setback from each property line in the rear setback is maintained;
        a. Chikees and Tikis are not accessory structures eligible for this exemption and shall maintain a ten (10) feet rear yard setback from the property line.

3. Must maintain all required bufferyard and landscape street treatments of Article 8 "Landscaping" of this Chapter;
4. The open space requirements of Article 9 of this Chapter are met;
5. Shall be located within existing cleared areas before encroaching into areas of native vegetation.
6. Accessory stairs and platforms to elevate mechanical, plumbing and electrical equipment. Accessory structures, limited to stairs and platforms, may be permitted within a required rear setback on a parcel developed exclusively with a residential use if the following provisions are met:
    a. The accessory structure is required to elevate mechanical, plumbing and electrical equipment at or above required flood elevations;
    b. The accessory structures are situated at least five (5) feet from the rear yard property line; and
    c. Maximum shoreline setbacks are to be maintained and, in no event shall a shoreline setback be less than ten (10) feet from mean high water;
    d. The accessory structures must be constructed to avoid any off-site discharge of stormwater from the subject parcel in accordance with Article 11 of the Chapter; and
    e. In no event shall the total combined area of all accessory structures occupy more than 60 percent (60%) of the required rear yard setback area.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-27**, Amending The City's Land Development Regulations Chapter, 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; And Amending Chapter 104 "Specific Use Regulations," Article 1 "General Provisions," Section 104.05 "Alcohol Beverage; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:

The proposed ordinance has been drafted to amend Table 103.15.1 and Section 104.05 to encourage the redevelopment of the Marathon Airport and allow for commercial activities related to restaurants and alcohol.

Purpose of Proposed Amendment:

The purpose of the amendment is to allow the future potential for the airport to have alcohol sales.

AUTHORITY

Section 102.26. Planning Commission Recommendation.

A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.

B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:

1. The need and justification for the change;
2. The consistency of the proposed amendment with the Comprehensive Plan; and
3. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:

1. Approved as proposed;
2. Approved with amendments proposed by the PC; or
3. Denied

Section 102.27. - Hearing(s) by Council.

A. The decision to process a text amendment is within the sole discretion of the Council.

B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

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

A. The need and justification for the change;

Marathon airport is seeking to redevelop as a commercial airport. As such, other commercial entities may be included in the redevelopment, which may include restaurants. By amending the ordinance, the restaurants will be able to apply for the appropriate ABV license to serve alcohol to their patrons. The County has permitted a new Fixed Based Operator building that includes a bar area, which will need to eventually seek ABV licensing.

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

This furthers Objective 7-3.1, and policies 7-3.1.1 and 7-3.1.6. The Marathon Airport expansion shall to be consistent with the needs identified in the updated airport master plan. The City shall establish effective coordination strategies and enter into an interlocal agreement with Monroe County to ensure all development within and adjacent to the airport facility is in compliance with all applicable regulations.

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

These changes as proposed coordinate the efforts of the County and City for expanded commercial flights at the Marathon Airport. They also further the policies set forth in the Economic Resiliency Plan, that further encourage commercial flights out of Marathon Airport.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenets of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL
Planning Commission recommends approval 3-0.

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
October 13, 2026
Enactment Date: October 13, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-27

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS CHAPTER, 103 "ZONING DISTRICTS", ARTICLE 3 "USE AND INTENSITY TABLES", TABLE 103.15.1 "USES BY ZONING DISTRICT"; AND AMENDING CHAPTER 104 "SPECIFIC USE REGULATIONS," ARTICLE 1 "GENERAL PROVISIONS," SECTION 104.05 "ALCOHOL BEVERAGE; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

WHEREAS, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations based upon changes to Florida Statute 553.385.; and

WHEREAS, this Ordinance had a hearing before the Planning Commission on August 24, 2026 and a first hearing before the City Council on September 8, 2026 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public. The Ordinance was noticed for a second hearing on October 13, 2026, at which time, the Ordinance was passed unanimously, and

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Amend the Land Development Regulations, Table 103.15.1 as attached in Exhibit A.

SECTION 3. Amend the Land Development Regulations, Section 104.05 as attached in Exhibit B.

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

SECTION 5. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 6. This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13 DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

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

_____
Steven T. Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Section 103.15. - Standards.

A. *Uses:* Certain uses, whether permitted as of right, limited, accessory or conditional uses may affect adjacent properties, the neighborhood, or community, even if the site planning and development standards of the applicable zoning district are satisfied. Uses in bold on Table 103.15.1 have special criteria contained in Article 1 of Chapter 104 "Specific Use Regulations", which are intended to mitigate potential problems and hazards, and to ensure consistency with the Plan.

B. *Zoning Districts:* The density, intensity, setbacks, and dimensional standards relative to each parcel are subject to the limitations of the zoning district as reflected in Tables 103.15.1 and 103.15.2.

Table 103.15.1
Uses by Zoning District

Uses in bold have specific conditions listed in Chapter 104																
ZONING DISTRICT	C-NA	C-OI	RL-C	RL	RM	RM-1	RM-2	R-MH	RH	MU	MU-M*	I-G	I-M*	A	P	PR
***																
Alcohol Beverage—Section 104.05										L	L	L	L	L		
***																

[Sec 104.05] Alcohol Beverage

This section in conjunction with allowed uses in Table 103.15.1 is designed and intended to provide for reasonable regulation and control over the sale of alcoholic beverages within the City of Marathon by establishing an alcoholic beverage use permit procedure and providing criteria to be utilized to assure that all future proliferation of alcoholic beverage use enterprises within the City limits are compatible with the City's Comprehensive Plan and LDRs, and that alcoholic beverage use permits not be granted where such uses will have an adverse impact upon the health, safety and welfare of the citizens and residents of the city. All persons, firms, partnerships, or corporations who have received approval from the PC under the former provisions of Section 19-218 of the Monroe County Code, as same heretofore existed, shall retain all rights and privileges heretofore granted under said section.

A. *Permits.* After the effective date of this ordinance, all persons, firms, partnerships or corporations desiring to sell alcoholic beverages upon any premises located within the City and who desire to do so upon a premises not heretofore approved by the PC, shall obtain an alcoholic beverage use permit utilizing the procedure outlined in Subsection C. "Procedure", below.

B. *Classifications.* Corresponding to those alcoholic beverage license classifications as heretofore and hereafter adopted by the State of Florida, alcoholic beverage use permits hereafter issued pursuant to this ordinance shall be classified as follows:

    1. 1APS: Beer, package only;
    2. 1COP: Beer, on-premises and package;
    3. 2APS: Beer and wine, package only;
    4. 2COP: Beer and wine, on-premises and package;
    5. 6COP: Beer, wine, and liquor, on-premises and package;
    6. 6COP SRX: Restaurant, no package sales;
    7. 6COP SR: Restaurant, package sales;
    8. 6COP S: Motel, package sales;
    9. 6COP SBX: Bowling, no package sales;
    10. 6COP SPX: Boat, no package sales;
    11. 3BPS: Beer, wine, liquor, package sales only;
    12. 3M: Additional license for 6COP, over three (3) bars;
    13. 12RT: Racetrack, liquor, no package sales.

C. *Procedure.* The following procedure shall be followed on any application for an alcoholic beverage use permit hereafter made:

1. Applications for alcoholic beverage use permits shall be submitted to the City Manager or his designee in writing on forms provided by the director. Such applications must be signed by the owner of the real property for which the permit is requested. Lessees of the premises may apply for such permits provided that proper authorization from the owner of the premises is given and the application for permit is cosigned by such owner.

2. Upon receipt of a properly completed and executed application for alcoholic beverage use permit stating the exact classification requested along with the necessary fee, the City Manager or his designee shall issue a notice of intent to issue the alcoholic beverage use permit if the application meets the guidelines established in Subsection D., "Criteria", herein.

3. The City Manager or his designee shall review the application and may deny or grant an alcoholic beverage use permit. In granting an alcoholic beverage use permit under this section, the City Manager or his designee may prescribe appropriate and safeguards as are in his or her opinion necessary to protect the public interest and ensure harmony with the purpose and intent of this section.

4. Prior to issuance of an alcoholic beverage use permit, the City Manager or his designee shall give the applicant notice of the City's intent to issue the alcoholic beverage use permit. Thereafter, in accordance with the provisions of Article 4 "Notice of Public Meetings and Hearings" of Chapter 102 of the LDRs, the applicant shall provide written notice to adjacent property owners of the City's intent to issue the alcoholic beverage use permit.

5. Within 35 days of the date of the publishing of the notice of intent, a public hearing on an application for an alcoholic beverage use permit may be requested in writing to the City Manager or his designee, by the applicant, an adjacent property owner or an aggrieved or adversely affected property owner located within 300 feet of the property that is subject to the alcoholic beverage use permit. If a public hearing is requested, in accordance with the provisions of Article 17 "Appeals", of Chapter 102, the City shall schedule a public hearing of the PC. The provisions of Article 21 of Chapter 102 shall govern any such hearing, and the person requesting the public hearing shall be responsible for providing notice of the hearing in accordance with the provisions of Article 4, "Notice of Public Meetings and Hearings" of Chapter 102 of the LDRs. The City Manager or his designee shall issue the alcoholic beverage use permit if a public hearing is not requested in accordance with this subsection.

D. *Criteria for Approval.* The City Manager or his designee or PC shall give due consideration to the following factors as they may apply to the particular application prior to rendering a decision to grant the requested permit:

1. The effect of such use upon surrounding properties and the immediately neighborhood as represent by property owners within a 300 feet of the premises. For the purposes of this section, "premises" shall mean the entire site of a shopping center.

2. The suitability of the premises in regard to its location, site characteristics and intended purpose. Lighting on the permitted premises shall be shuttered and shielded from surrounding properties, and construction of such permitted properties will be soundproofed. In the event music and entertainment is permitted, the premises shall be air conditioned.

3. Access, traffic generation, road capacities, and parking requirements.

4. Demands upon utilities, community facilities and public services.

5. Compliance with the City's restrictions or requirements and any valid regulations.

E. *Approval by the City Manager or his designee or the PC.* The City Manager or his designee or the PC may grant approval based on reasonable condition considering the criteria outlines herein.

F. *Where Permitted.* Alcoholic beverage sales maybe permitted at restaurants, hotels, marinas, airports, and campgrounds regardless of the land use district in which they are located. Nothing contained herein shall exempt an applicant from obtaining a conditional approval when such is otherwise required by the City LDRs.

G. *Distance requirement.*

1. *Schools.*

a. No new or relocated package sale vendor shall be permitted to open and/or start the business of package sales within 500 feet of an established school.

b. Distance from a school shall be measured by following a straight line from the main entrance of the place of business to the nearest point of the school grounds in use as part of the school facilities. The package sale vendor seeking a new location must submit a scaled survey drawn by a registered land surveyor attesting to the separation of the uses in question. This requirement may be waived upon the written certification by the Director that the minimum distance separation has been met.

c. The location of all existing places of business subject to this section shall not in any manner be impaired by this section, and the distance limitation provided in this section shall not impair any existing licensed location heretofore issued to and held by any such vendor nor shall such vendor's right of renewal be impaired by this section; provided, however, that the location of any such existing license shall not be transferred to a new location in violation of this section.

d. Distance requirements not applied to renewal, change in name or ownership, or change in certain licenses. The distance requirement set forth above in Subsection 1(a) shall not be applied to the location of an existing vendor when there is:

(1) A renewal of an existing license;

(2) A transfer in ownership;

(3) A change in business name; or

(4) A any decrease in the numerical designation of a state issued license which is of the same series (type);

Such exemption is allowed provided that the physical location of the vendor establishment does not change. No increase in the series (type) of state issued license shall be permitted at or for a location (new or existing) except in compliance with the provisions hereof.

2. *Variances.* The PC is authorized to grant variances to the distance requirements as established by Subsections 1. and 2. above where the PC finds that such variance will not be contrary to the public interests. The application for a variance and the processing and hearing upon the application shall be in accordance with Article 20 "Variance", Chapter 102 of the LDRs. The decision of the PC may be appealed to the Council.

H. *Transferability.* Alcoholic beverage use permits issued by virtue of this section shall be deemed to be a privilege running with the land. The sale of the real property which has been granted an alcoholic beverage use permit shall automatically vest the purchases thereof with all rights and obligations originally granted or imposed to or on the applicant. Such privilege may not be separated from the fee simple interest in the realty.

I. *Appeals.* All persons aggrieved by the actions of the City Manager or the PC in granting or denying requested alcoholic beverage permits may request an appeal hearing in accordance with the provisions of Article 17 "Appeals" of Chapter 102.

J. *Successive Applications.* Whenever any application for alcoholic beverage approval is denied for failure to meet the substantive requirements of this section an application for alcoholic

beverage approval for all or a portion of the same property shall not be considered for a period of two (2) years unless a supermajority of the PC decides that the original decision was based on a material mistake of fact or that there exists changed conditions and new facts not existing at the time of the original decision. Which would justify entertaining a new application before the expiration of the two-year period. However, in the case of a shopping center, as defined in Article 110 "Definitions", this section shall only apply to the commercial retail unit within the shopping center for which approval was sought and not the entire shopping center site itself.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2025

To: Honorable Mayor and Council Members

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-28**, Amending The City's Land Development Regulations, Chapter 103 "Zoning Districts", Article 3 "Use And Intensity Tables", Table 103.15.1 "Uses By Zoning District"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:

The proposed ordinance has been drafted to amend Table 103.15.1 to be compliant with the recent laws created under HB 399: Land Use and Development Regulations, which created Florida Statute 553.385.

Purpose of Proposed Amendment:

The purpose of the amendment is to identify all of the zoning categories that allow for single family residences, to include that those may be manufactured, mobile, or modular homes.

AUTHORITY

Section 102.26. Planning Commission Recommendation.

A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.

B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:

1. The need and justification for the change;
2. The consistency of the proposed amendment with the Comprehensive Plan; and
3. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:

1. Approved as proposed;
2. Approved with amendments proposed by the PC; or
3. Denied

Section 102.27. - Hearing(s) by Council.

A. The decision to process a text amendment is within the sole discretion of the Council.

B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

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

A. The need and justification for the change;

The City of Marathon needs to amend Table 103.15.1 to be consistent with the following statute:

553.385 Zoning of off-site constructed residential dwellings; parity.—

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

(a) "Local government" means a county or municipality.

(b) "Off-site constructed residential dwelling" means:

1. A manufactured building, as defined in s. 553.36, intended for single-family residential use; or

2. A manufactured home, as defined in s. 320.01(2)(b), which is constructed, in whole or in part, off site and is treated as real property.

(2) (a) An off-site constructed residential dwelling must be permitted as of right in any zoning district where single-family detached dwellings are allowed.

(b) A local government may not adopt or enforce any zoning, land use, or development regulation that treats an off-site constructed residential dwelling differently or more restrictively than a single-family, site-built dwelling allowed in the same zoning district.

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

Policy 1-3.3.3 encourages the redevelopment of aging mobile homes. The new mobile homes must meet current flood and wind codes. Therefore, the amendment will be consistent with the Comprehensive Plan and Florida Building Code.

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

These required statutory changes still further the purposes of the LDRs and reduce discrimination based upon housing type.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenets of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL
Planning Commission recommended approval 3-0.

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
October 13, 2026
Enactment Date: October 13, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-28

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS, CHAPTER 103 "ZONING DISTRICTS", ARTICLE 3 "USE AND INTENSITY TABLES", TABLE 103.15.1 "USES BY ZONING DISTRICT"; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

WHEREAS, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations based upon changes to Florida Statute 553.385.; and

WHEREAS, this Ordinance had a hearing before the Planning Commission on August 24, 2026 and a first hearing before the City Council on September 8, 2026 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public. The Ordinance was noticed for a second hearing on October 13, 2026, at which time, the Ordinance was passed unanimously, and

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Amend the Land Development Regulations, Table 103.15.1 as attached in Exhibit A.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses,

and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 5. This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13 DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

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

_____
Steven T. Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Section 103.15. - Standards.

A. *Uses:* Certain uses, whether permitted as of right, limited, accessory or conditional uses may affect adjacent properties, the neighborhood, or community, even if the site planning and development standards of the applicable zoning district are satisfied. Uses in bold on Table 103.15.1 have special criteria contained in Article 1 of Chapter 104 "Specific Use Regulations", which are intended to mitigate potential problems and hazards, and to ensure consistency with the Plan.

B. *Zoning Districts:* The density, intensity, setbacks, and dimensional standards relative to each parcel are subject to the limitations of the zoning district as reflected in Tables 103.15.1 and 103.15.2.

Table 103.15.1
Uses by Zoning District

Uses in bold have specific conditions listed in Chapter 104																
ZONING DISTRICT	C-NA	C-OI	RL-C	RL	RM	RM-1	RM-2	R-MH	RH	MU	MU-M*	I-G	I-M*	A	P	PR
***																
Mobile Home: New Placement—Section 104.34	P	P	P	P	P	P	P	P	P	P ~~C~~	P	P	P			A
Mobile Home: Replacement—Section 104.34	P	P	P	P	P	P	P	P	P	P	P	P	P			A
***																
Modular Home	P	P	P	P	P	P	P	P	P	P	P	P	P			A
***																
Single-family dwellings (6 Bedrooms or less)	P	P	P***	P	P	P	P	P	P	P	P	P	P			A
***																

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Ordinance 2026-29**, Amending The City's Land Development Regulations, Chapter 102, "Development Application Review Procedures," Article 10, "Subdivision Of Land/Plats And Re-Plats," Section 102.49, "Major Subdivision Improvement Requirements"; Providing For The Repeal Of All Code Provisions And Ordinances Inconsistent With This Ordinance; Providing For Severability; Providing For Inclusion In The Code; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce; And Providing For An Effective Date Upon The Approval Of This Ordinance By The Department Of Commerce In Accordance With State Law.

RECOMMENDATION:

Staff recommends APPROVAL.

APPLICANT: City of Marathon

REQUEST:

The proposed ordinance has been drafted to amend Section 102.49 to recognize that flood adaptation measures may exceed those standards set in the Florida Greenbook.

Purpose of Proposed Amendment:

The purpose of the amendment is to recognize that flood adaptation measures may exceed those standards set in the Florida Greenbook.

AUTHORITY

Section 102.26. Planning Commission Recommendation.

A. *Authority:* The PC shall consider a proposed text amendment at the request of the Council.

B. *Review Criteria:* The PC shall review such proposed amendment, based upon the criteria listed below:

1. The need and justification for the change;
2. The consistency of the proposed amendment with the Comprehensive Plan; and
3. Whether the proposed change shall further the purposes of the LDRs and other City Codes, regulations and actions designed to implement the Comprehensive Plan.

C. *Findings:* The PC shall make a finding of whether the proposed amendment is consistent with the Comprehensive Plan and a recommendation shall be prepared and forwarded to the Council, indicating if the proposed amendment should be:

1. Approved as proposed;
2. Approved with amendments proposed by the PC; or
3. Denied

Section 102.27. - Hearing(s) by Council.

A. The decision to process a text amendment is within the sole discretion of the Council.

B. For any proposed text amendment, the Council shall hold a minimum of two (2) public hearings, conforming to the requirements of Fla. Stat. Ch. 166, before taking action on the amendment.

Section 102.28. - Action by Council.

Following the public hearings, the Council shall make a finding of whether the proposed text amendment is consistent with the Comprehensive Plan and may approve, approve with changes, or deny the proposed amendment.

As noted, review of proposed LDR text amendments is to be made based on three basic criteria: need and justification for change, consistency with the adopted Comprehensive Plan, and whether the proposed amendment will further the purposes of the LDRs, other ordinances, and actions taken to further the implementation of the Comprehensive Plan. The Planning Commission, in reviewing the proposed amendment, may recommend approval as is, approval with changes, or denial to the City Council.

ANALYSIS OF LAND DEVELOPMENT REGULATION TEXT AMENDMENTS:

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

A. The need and justification for the change;

By adopting these changes, the City takes steps to further resiliency and move forward with risk reduction and adaptation measures as identified in the adopted Watershed Management Plan.

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

The City is simultaneously adopting comprehensive plan language that addresses flood adaptation measures across multiple chapters of the Comprehensive Plan, thus ensuring further consistency.

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

The adoption of these Comprehensive Plan and LDR amendments were recommended within the adopted Watershed Management Plan. The adoption therefore implements the adopted plan.

CONCLUSION:

Staff indicates that the proposed text amendments are consistent with the standards and tenants of Chapter 163 and 380 F.S., and the City's Comprehensive Plan adopted under the requirements of these statutes and rules.

RECOMMENDATION:

Staff recommends APPROVAL
Planning Commission recommends APPROVAL (3-0).

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
October 13, 2026
Enactment Date: October 13, 2026

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-29

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS, CHAPTER 102, "DEVELOPMENT APPLICATION REVIEW PROCEDURES," ARTICLE 10, "SUBDIVISION OF LAND/PLATS AND RE-PLATS," SECTION 102.49, "MAJOR SUBDIVISION IMPROVEMENT REQUIREMENTS"; PROVIDING FOR THE REPEAL OF ALL CODE PROVISIONS AND ORDINANCES INCONSISTENT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE; AND PROVIDING FOR AN EFFECTIVE DATE UPON THE APPROVAL OF THIS ORDINANCE BY THE DEPARTMENT OF COMMERCE IN ACCORDANCE WITH STATE LAW.

WHEREAS, the City of Marathon (the "City") has adopted a Comprehensive Plan which has been found to be in compliance by the State Department of Commerce ("FloridaCommerce"), pursuant to Chapters 163 and 380, Florida Statutes; and

WHEREAS, the City Council finds it necessary, desirable, and proper to adopt the amendments to the Land Development Regulations based upon changes to Florida Statute 553.385.; and

WHEREAS, this Ordinance had a hearing before the Planning Commission on August 24, 2026 and a first hearing before the City Council on September 8, 2026 during which both entities, took staff testimony, all public comment, and having duly deliberated, determined that the Ordinance was in the best interest of the public. The Ordinance was noticed for a second hearing on October 13, 2026, at which time, the Ordinance was passed unanimously, and

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Amend the Land Development Regulations, Section 102.49 as attached in Exhibit A.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or

unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 5. This Ordinance shall become effective upon approval by the Florida Department of Commerce pursuant to Chapters 163, 166, and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13 DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

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

_____

Steven T. Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Sec 102.49 Major Subdivision Improvement Requirements

A. As defined in Chapter 110, Article 3, a Major Subdivision is one in which the requested subdivision of land includes the approval and required construction of new streets which connect to existing public and/or private streets within the City. Over and above the provision of subdivision documents and a plat, the ultimate approval of a major subdivision also involves the construction of infrastructure improvements including stormwater, wastewater, potable water, fire hydrants, and electric utility elements and the overlying streets. Since such improvements will require time and considerable expense to construct, construction guarantees shall be required.

B. For each lot created as part of the approved major subdivision, the City shall provide a letter outlining all required system development charges. System development charges shall be paid at or before final subdivision and plat approval. Such assessment of charges shall be completed in accordance with Chapter 34 of the City's Code of Ordinances and particularly Article 6 of the Chapter. Said charges are associated with the direct costs of the City's existing utility and any necessary improvements therein. Said system development charges are not payment for required internal utility construction as part of the approved subdivision and plat.

C. All construction of required streets and utilities shall be completed pursuant to this Section. Construction Guarantees shall be required pursuant to Sections 102.50 and 102.51 and shall provide that if the construction of the required improvements is not completed within two (2) years after approval of the final plat, the City may deem the applicant to be in default pursuant to Section 102.52 D.

D. Standards for street construction and drainage improvements are hereby established as the FDOT, Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (the "Florida Greenbook") May 2013 Edition or as revised. Standard Right-of-Way dimensions, typically 50 feet, and cross-sectional standards are available through the City Public Works Department. Road elevation and adaptation projects may meet or exceed FDOT road standards to the extent practicable based on available right-of-way, stormwater improvements, elevations and other factors that may influence design. Further, design standards for City Utilities and the location of available wastewater utilities may be obtained through the City Utilities Department.

E. *Procedure for Acceptance by the City.*

    1. The City will review and approve engineering design plans and construction documents for all streets and utility elements approved as part of an approved subdivision and plat or re-plat. The subdivision developer will be responsible for obtaining approvals, permits, inspections, and sign-offs for all other utilities independently.

2. Once approved, the subdivision applicant shall be responsible for making all necessary street, utilities, and drainage improvements within the boundaries of the plat.

    a. Such improvements will be inspected and certified by the design engineer and all improvements with respect to the street, right-of-way, wastewater utilities and stormwater utilities shall be warranted for a period of two (2) years in favor of the City.

    b. The subdivision developer shall provide all other utility sign-offs and certifications to the City.

    c. The City may elect to complete its own inspections on the street and its utilities pursuant to its approvals, permits, and design standards.

3. Once all inspections and certifications are approved by the City, the City will accept ownership of all rights-of-way, streets and utilities within its control that lie within the boundaries of the subdivision and plat.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Council

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: Ordinance 2026-30, Amending The City Of Marathon's Comprehensive Plan, Amending Chapter Four, "Conservation and Coastal Element," Policy 4-1.19.5, "Limit Public Expenditures In The Coastal High Hazard Area," And Amending The City Of Marathon's Comprehensive Plan Modifying Chapter Seven, "Capital Improvements Element," Policy 7-1.5.3, "Review Proposals For Consistency With The Plan," Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The State Department Of Commerce After The First Hearing By The City Council; And Providing For An Effective Date.

RECOMMENDATION:

The Planning staff recommends approval of the Ordinance adding in language to address public expenditure exceptions for flooding adaptation efforts.

APPLICANT: City of Marathon

REQUEST: Amend City of Marathon Comprehensive Plan, as it pertains to the addressing flooding adaptation measures.

ANALYSIS OF COMPREHENSIVE PLAN CHANGE REQUEST:

Preface

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

Section 102.19 simply states:

Section 102.19. Standards for Review.

When considering an application for a Comprehensive Plan Amendment, the review shall include all standards and criteria of Fla. Stat. Ch. 163.

Standards in Chapter 163, F.S. offer some additional guidance, but are limited. Pertinent sections of Chapter 163 promulgate process rather than establishing criteria for the development of a proposed Comprehensive Plan Amendment. Chapter 163.3184, Process for adoption of comprehensive plan or plan amendment, define the sequential process for transmittal, review, and approval of a Comprehensive Plan Amendment. Most relevant to this delineation of process is the definition of **"compliance"** which is recited for review below:

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

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

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

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

Other pertinent review elements leading to a determination of compliance are found in Chapter 163.3178 Coastal management, Chapter 163.3180 Concurrency, and the principals for guiding development in the Florida Keys Area of Critical State Concern.

Compliance Discussion

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

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

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

BACKGROUND

Staff is recommending changes to the Comprehensive Plan. The draft ordinance has been proposed to modify language in Chapters 4 & 7, of the City of Marathon Comprehensive Plan, as they pertain to the flooding adaptation projects, based upon the recommendations set forth in the approved Watershed Management Plan (Resolution 2026-41).

ANALYSIS

Natural Resources

No Significant Impact would result from the proposed change.

Historical and Cultural Resources

No Significant Impact would result from the proposed change.

Infrastructure

No Significant Negative Impact would result from the proposed change. Flood adaptation projects would benefit public infrastructure by making it more resilient.

Wastewater infrastructure

No Significant Negative Impact would result from the proposed change. Flood adaptation projects would benefit wastewater infrastructure by making it more resilient.

Stormwater infrastructure

No Significant Negative Impact would result from the proposed change. Flood adaptation projects would benefit stormwater infrastructure by making it more resilient.

Potable Water

No Significant Negative Impact would result from the proposed change. Flood adaptation projects would benefit potable water infrastructure by making it more resilient.

Solid Waste

No Significant Impact would result from the proposed change.

Transportation

No Significant Impact would result from the proposed change.

Affordable Housing

No Significant Impact would result from the proposed change.

Hazard Mitigation

No Significant Negative Impact would result from the proposed change. Flood adaptation projects are

hazard mitigation projects and increase resiliency.

Coastal High Hazard Areas

No Significant Negative Impact would result from the proposed change. Flood adaptation projects within the CHHA benefit properties not within the CHHA.

Hurricane Evacuation

No Significant Impact would result from the proposed change.

Ports – Marina Siting

No Significant Impact would result from the proposed change.

Public Use – Access to Water

No Significant Impact would result from the proposed change.

Land Acquisition

No Significant Impact would result from the proposed change.

Alternate Compliance Review Criteria

Since there are no internal Comprehensive Plan change review criteria available in Chapter 102, Article 6, those that would apply for an LDR text change request (Chapter 102, Article 7) are useful. The basis for the LDR text change criteria is the same as for a Comprehensive Plan change ultimately.

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

A. The need and justification for the change;

By adopting these changes, the City takes steps to further resiliency and move forward with risk reduction and adaptation measures as identified in the adopted Watershed Management Plan.

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

The proposed language addresses flood adaptation measures across multiple chapters of the Comprehensive Plan, thus ensuring further consistency.

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

The adoption of these Comprehensive Plan and LDR amendments were recommended within the adopted Watershed Management Plan. The adoption therefore implements the adopted plan.

CONCLUSION:

The proposed Amendments are consistent with and further the goals of the City of Marathon Comprehensive Plan and Land Development Regulations.

RECOMMENDATION:

The Planning staff recommends approval of the Ordinance adding in language to address public expenditure exceptions for flooding adaptation efforts.

Planning Commission recommends approval of this ordinance (3-0).

Sponsored By: Williams
Planning Commission Public Hearing Date: August 24, 2026
City Council Public Hearing Date: September 8, 2026
TBD
Enactment Date: TBD

CITY OF MARATHON, FLORIDA
ORDINANCE 2026-30

AN ORDINANCE OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY OF MARATHON'S COMPREHENSIVE PLAN, AMENDING CHAPTER FOUR, "CONSERVATION AND COASTAL ELEMENT," POLICY 4-1.19.5, "LIMIT PUBLIC EXPENDITURES IN THE COASTAL HIGH HAZARD AREA," AND AMENDING THE CITY OF MARATHON'S COMPREHENSIVE PLAN MODIFYING CHAPTER SEVEN, "CAPITAL IMPROVEMENTS ELEMENT," POLICY 7-1.5.3, "REVIEW PROPOSALS FOR CONSISTENCY WITH THE PLAN," PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR THE TRANSMITTAL OF THIS ORDINANCE TO THE STATE DEPARTMENT OF COMMERCE AFTER THE FIRST HEARING BY THE CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

WHEREAS, in 2024 the legislature amended Section 20.60 of the Florida Statutes rebranding the State Land Planning Agency as the Department of Commerce; and

WHEREAS, the Ordinance, thus introduced, provides for the updates to the Comprehensive Plan based upon the renaming of the State Land Planning Agency; and

WHEREAS, the Planning Commission reviewed this Ordinance on August 24, 2026, providing

a recommendation of approval to the City Council with no proposed changes; and

WHEREAS, the City Council reviewed this Ordinance on September 8, 2026, and again on XXX, 2026 adopting the Ordinance in its second hearing and directing staff to transmit the Ordinance to the Florida Department of Commerce for final approval; and

WHEREAS, pursuant to the same legislative provision, the City Council accepted the ORC Report, considered the recommendation of the Planning Commission, accepted additional public input, and deliberated on the proposed amendment to the Land Development Regulations on XXX, 2026 at a duly noticed public hearing, and directed that the amendment be transmitted to the Florida Department of Commerce as formally adopted by the City,

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

~~Strikethrough~~ = deletion **bold underline** = addition

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

SECTION 2. Policy 4-1.19.5 & Policy 7-1.5.3, are hereby amended as attached in Exhibit A.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause of phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. The provisions of this Ordinance constitute an amendment to the Land Development Regulations as defined by State law. Accordingly, the City shall forward a copy of this Ordinance to the Florida Department of Commerce for review and approval pursuant to Sections 380.05(6) and (11), Florida Statutes.

SECTION 5. This Ordinance shall be effective immediately upon approval by the Florida Department of Commerce pursuant to Chapters 163 and 380, Florida Statutes.

ENACTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS XXTH DAY OF XXX 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

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

_____
Steven Williams, City Attorney

[1]Additions to existing text are shown by underline/red print; deletions are shown as ~~strikethrough~~

Policy 4-1.19.4 Limit Public Expenditures In The Coastal High Hazard Area

The City shall limit public expenditures which subsidize development in designated CHHA areas or which lead to an increase in the capacity of a facility and allow for an additional number of facility users. Infrastructure improvements are defined as those activities (construction of roads, bridges, sewer and water plants), which lead to an increase in the capacity of a facility and allow for an additional number facility users. Improvements to a facility to addresses existing deficiencies or flooding adaptation ~~is~~ are not governed by this policy.

***

Policy 7-1.5.3 Review Proposals For Consistency With The Plan

Through the development review process, and in coordination with FDOT, the City shall ensure that all roadway improvements or flooding adaptation projects shall be consistent with the policies of this Plan.

CITY COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and Council Members

From: Brian Shea, Planning Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-84**, Approving An Interlocal Agreement Between The City Of Layton And The City Of Marathon Transferring Up To Fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

Resolution 2026-85, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring Up To Fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; And Providing An Effective Date

Resolution 2026-94, Approving An Interlocal Agreement Between The City Of Key Colony Beach And The City Of Marathon Transferring From Key Colony Beach To Marathon Twelve (12) Early Evacuation Workforce Affordable Housing Residential Allocations For The Development Of Same At The Southerly Terminus Of 64th Street Having RE#: 00338720-000000; And Providing An Effective Date.

BACKGROUND & JUSTIFICATION:

The City of Marathon amended it's comprehensive plan to accept any of the unused 1,300 early evacuation units that were awarded to jurisdictions within Monroe County. The City of Marathon, Village of Islamorada, City of Key West, and unincorporated Monroe County all were set aside 300 units. Each jurisdiction amended their comprehensive plan to accept and allocate the units. Layton and Key Colony Beach were set aside 100 units between the two jurisdictions. These jurisdictions have not amended their comprehensive plans to utilize the units and wish to extend the use of the units to the City of Marathon.

It is recommended that both, 50-unit resolutions be approved as amended to include the language of "up to" 50 units. These allocations would then fall under the City's purview to allocate pursuant to our code requirements. However, as Council tabled the resolutions previously in an effort to review site specific allocations, the third resolution is being provided. This site-specific ILA is for applicants in the EE BPAS allocation pool. This City Council previously recommended to the Monroe County Comprehensive Plan Land Authority that they allocate funds for the project under Resolution 2026-44.

It should be noted that when allocating units through ILA to site specific locations, rather than the standard process, that it strips the Marathon City Council from being the sole decision-making body, and instead reserves half of that decision power to the other agency entering into the ILA.

Pursuant to the City Codes, the units must meet the criteria of Section 104.02.1 "Affordable--Early Evacuation Residential Unit" & Section 104.03 "Affordable Housing."

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	X	

FISCAL NOTE:

Not Applicable

APPROVED BY FINANCE DIRECTOR:

RECOMMENDATION:
Approval of Resolutions

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAYTON AND THE CITY OF MARATHON TRANSFERRING FROM THE CITY OF LAYTON TO THE CITY OF MARATHON UP TO FIFTY (50) EARLY EVACUATION WORKFORCE AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("Marathon") wishes to enter into an Interlocal Agreement with the City of Layton ("Layton") for the purposes of transferring from Layton to the Marathon up to fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; and

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

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

WHEREAS, Layton and Marathon recognize the potential economic value of such transferable affordable allocations; and

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

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

WHEREAS, the Comprehensive Plans of Layton and Marathon expressly identify interlocal agreements as a means of resolving issues mutually affecting their respective jurisdictions; and

WHEREAS, the Interlocal Agreement between Layton and Marathon is in the best interest of both municipalities for the purposes of providing opportunities for affordable housing,

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 Interlocal Agreement (ILA) attached hereto as Exhibit "A", between Layton and Marathon transferring from Layton to Marathon up to fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations is hereby approved. The Mayor is authorized to sign the ILA on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

Steve Williams, City Attorney

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY COLONY BEACH AND THE CITY OF MARATHON TRANSFERRING FROM KEY COLONY BEACH TO MARATHON UP TO FIFTY (50) EARLY EVACUATION WORKFORCE AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("Marathon") wishes to enter into an Interlocal Agreement with the City of Key Colony Beach ("Key Colony Beach") for the purposes of transferring from Key Colony Beach to Marathon up to fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations; and

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

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

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

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

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

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

WHEREAS, the Interlocal Agreement between Key Colony Beach and Marathon is in the best interest of both municipalities for the purposes of providing opportunities for affordable housing,

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 Interlocal Agreement (ILA) attached hereto as Exhibit "A", between Key Colony Beach and the City of Marathon transferring from Key Colony Beach to Marathon up to fifty (50) Early Evacuation Workforce Affordable Housing Residential Allocations is hereby approved. The Mayor is authorized to sign the ILA on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

Steve Williams, City Attorney

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KEY COLONY BEACH AND THE CITY OF MARATHON TRANSFERRING FROM KEY COLONY BEACH TO MARATHON TWELVE (12) EARLY EVACUATION WORKFORCE AFFORDABLE HOUSING RESIDENTIAL ALLOCATIONS FOR THE DEVELOPMENT OF SAME AT THE SOUTHERLY TERMINUS OF 64TH STREET HAVING RE#: 00338720-000000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Marathon ("Marathon") wishes to enter into an Interlocal Agreement with the City of Key Colony Beach ("Key Colony Beach") for the purposes of Transferring Early Evacuation Workforce Affordable Housing Residential Allocations; and

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

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

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

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

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

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

WHEREAS, the Interlocal Agreement with Key Colony Beach is in the best interest of Key Colony Beach and Marathon for the purposes of providing opportunities for affordable

housing, and

WHEREAS, the development of twelve (12) Early Evacuation Workforce Affordable Workforce Housing Residential Allocations at the southerly terminus of 64th Street is in the best interests of both municipalities.

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 Interlocal Agreement (ILA) attached hereto as Exhibit "A", between Key Colony Beach and the City of Marathon transferring twelve (12) Early Evacuation Workforce Affordable Housing Residential Allocations for the development of property located at the terminus of 64th Street having RE# - 00338720-000000 is hereby approved. The Mayor is authorized to sign the ILA on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

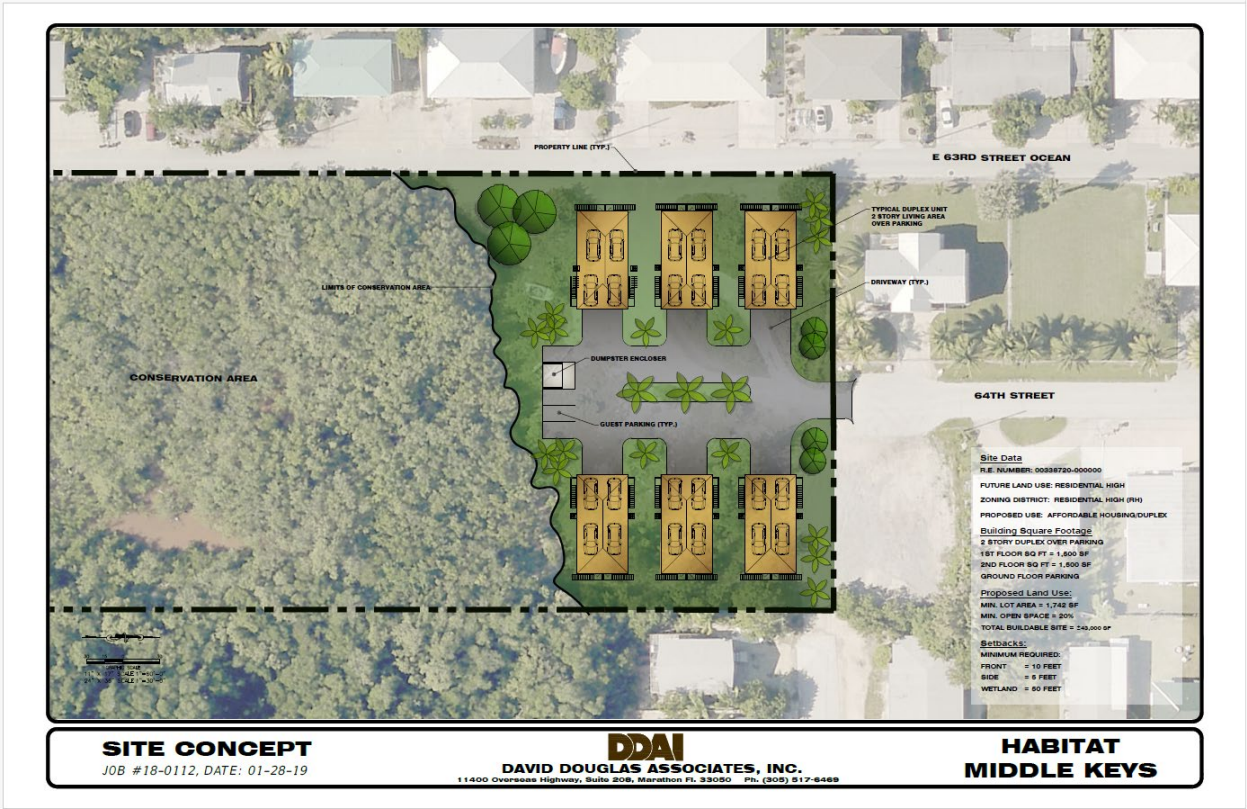
_____
Diane Clavier, City Clerk

(City Seal)

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

_____
Steve Williams, City Attorney

Exhibit A


PROPERTY LINE (TYP.)
E 63RD STREET OCEAN
TYPICAL DUPLEX UNIT
2 STORY LIVING AREA
OVER PARKING
DRIVEWAY (TYP.)
LIMITS OF CONSERVATION AREA
CONSERVATION AREA
DUMPSTER ENCLOSER
GUEST PARKING (TYP.)
64TH STREET
Site Data
R.E. NUMBER: 00336720-000000
FUTURE LAND USE: RESIDENTIAL HIGH
ZONING DISTRICT: RESIDENTIAL HIGH (RH)
PROPOSED USE: AFFORDABLE HOUSING/DUPLEX
Building Square Footage
2 STORY DUPLEX OVER PARKING
1ST FLOOR SQ FT = 1,500 SF
2ND FLOOR SQ FT = 1,500 SF
GROUND FLOOR PARKING
Proposed Land Use:
MIN. LOT AREA = 1,742 SF
MIN. OPEN SPACE = 20%
TOTAL BUILDABLE SITE = 240,000 SF
Setbacks:
MINIMUM REQUIRED:
FRONT = 10 FEET
SIDE = 5 FEET
WETLAND = 50 FEET
SITE CONCEPT
JOB #18-0112, DATE: 01-28-19
DDAI
DAVID DOUGLAS ASSOCIATES, INC.
11400 Overseas Highway, Suite 208, Marathon Fl. 33050 Ph. (305) 517-6469
HABITAT
MIDDLE KEYS

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Shana Rogers, Fire Chief

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-95,** Waiving The City's Purchasing Policies And Procedures And Retroactively Approving An Emergency Sole Source Purchase Of A Stretcher From Stryker Sales, LLC In An Amount Not To Exceed $37,434.55; Authorizing The City Manager To Execute The Purchases On Behalf Of The City And Expend Budgeted Funds; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

A new stretcher purchase was needed for the proper care and transport of patients in the new ambulance because the old stretcher was not compatible. The City received a trade-in credit of $3,000 for our old stretcher. Staff are recommending waiving competitive bidding using a singularly qualified vendor for the retroactive stretcher purchase.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	____	____
2. Other _____	____	____
3. Not applicable____		

FISCAL NOTE:
Funding for this purchase is included in the Capital Infrastructure Fund budget.

RECOMMENDATION: Council approve Resolution

October 2026

To whom it may concern,

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Emergency Care products. All parts are either manufactured by Stryker or outside suppliers and are new, tested and approved for use on Stryker's products.

Our field service team, ProCare® Services, uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker's Emergency Care products that use such proprietary tools include, but are not limited to:

- Power-PRO 2 powered ambulance cot
  (Model 6507), high configuration
- MTS Power-LOAD powered cot fastener
- Performance-LOAD (Model 6392)
- Lithium battery
- Battery charger assembly
- Power cord assembly

Stryker's quality team reviews and documents service repairs. We track and trend service to help ensure the highest level of product performance. Preventive maintenance (PM) and service history documentation is available

Please contact your sales representative for further information. Sincerely,

John Guyeskey
Senior Marketing Manager

Stryker or its affiliated entities own, use, or have applied for any referenced trademarks or service marks: Power-LOAD, Power-PRO, ProCare, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

Copyright © 2026 Stryker. | EC-GSNPS-OTHD-3383200_REV-0_en_us

Emergency Care
3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-95

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND RETROACTIVELY APPROVING AN EMERGENCY SOLE SOURCE PURCHASE OF A STRETCHER FROM STRYKER SALES, LLC IN AN AMOUNT NOT TO EXCEED $37,434.55; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PURCHASES ON BEHALF OF THE CITY AND EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution 2003-134, 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, the City may waive competitive bidding in the event that "only one vendor possesses the unique and singularly available capability to meet the requirement"; and

WHEREAS, the City's new ambulance did not include a compatible stretcher; 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 vendors on Exhibit "A" for the equipment and supplies which the City must purchase on an as needed basis.

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 retroactive purchase of specialized equipment for the new ambulance is in the best interest of the City.

Section 3. The City's purchasing policies and procedures are hereby waived and the City Council hereby approves the retroactive sole source purchase as listed on Exhibit A.

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 13TH DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
Mayor Lynny Del Gaizo

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:

_____
City Attorney

PURCHASE ORDER REQUISITION

******Urgent please expedite**

VENDOR NO. (A/P USE ONLY) _____

DATE September 9, 2026 DATE NEEDED ASAP

P.O. NO. _____

VENDOR Stryker Sales ,LLC

ADDRESS 1 21343 Network Place

ADDRESS 2 _____

CITY Chicago State IL 60673-1213

AMOUNT OF PURCHASE $37,434.55

ACCOUNT CODE: FUND 332 ACCOUNT NUMBER 001-7004-522

DESCRIPTION OF REQUISITION:

Power Pro 2 cot

JUSTIFICATION OF PURCHASE:

Stryker is a sole souce for the requested Cot equipment for EMS services. The New Ambulance is required to be equipped with a stretcher.

APPROVAL SIGNATURES

DEPARTMENT HEAD: _____

CITY MANAGER: _____

FINANCIAL APPROVAL

stryker

Quick Quote 8/7/2026 6:32 AM

Quote Number:	11353187	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	MARATHON FIRE RESCUE	Rep:	Alex Eidson
Attn:		Email:	alex.eidson@stryker.com
		Phone Number:	

Quote Date: 08/07/2026
Expiration Date: 09/30/2026

ACCT. NO.: 001-7004-522-332
DATE. 09/9/26
SIGNATURE:

Ratify in October agenda

9/9/26

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	MARATHON FIRE RESCUE	Name:	MARATHON FIRE RESCUE	Name:	CITY OF MARATHON
Account #:	20044466	Account #:	20044466	Account #:	20027785
Address:	8900 OVERSEAS HWY	Address:	8900 OVERSEAS HWY	Address:	
	MARATHON		MARATHON		
	Florida 33050-3227		Florida 33050-3227		

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	$37,348.30	$37,348.30
2.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	$1,022.25	$1,022.25
3.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	$1,462.47	$1,462.47
4.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	$33.93	$33.93
			Equipment Total:		$39,866.95

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	1	-$3,000.00	-$3,000.00

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Shipping and Handling:	$567.60
Grand Total:	$37,434.55

ENDING APPROVAL

stryker

Quick Quote 8/7/2026 6:32 AM

Quote Number:	11353187	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Division:	Medical
Prepared For:	MARATHON FIRE RESCUE	Rep:	Alex Eidson
	Attn:	Email:	alex.eidson@stryker.com
		Phone Number:	
Quote Date:	08/07/2026		
Expiration Date:	09/30/2026		

Comments:

Pricing from Sourcewell Nationally bid contract #041823-STY

Quote Valid until 9/30/2026

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

PENDING APPROVAL

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor & Members of the City Council

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-96,** Approving And Authorizing The City Manager To Extend the Agreement With Culver's Cleaning Company For Cleaning Services At Marathon City Hall and Fire Station In An Amount Not To Exceed $46,800 Per Year; And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

In 2024 the City of Marathon and Culver's Cleaning Company entered into an agreement to provide cleaning services at City Hall and Marathon Fire Station. The contractor has performed to the City's satisfaction. The contract has a provision for two extensions of one year each and this is the second extension.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	___	____
2. Other – 2010 Sewer Mandate	___	____
3. Not applicable	x___	____

FISCAL NOTE:
Funding for this contract is included in the FY26/27 Adopted General Fund Budget.

RECOMMENDATION:
Approval

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-96

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXTEND THE AGREEMENT WITH CULVER'S CLEANING COMPANY FOR CLEANING SERVICES AT MARATHON CITY HALL AND FIRE STATION IN AN AMOUNT NOT TO EXCEED $46,800 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In November of 2024, the City of Marathon, Florida (the "City") and Culver's Cleaning Company (the "Contractor") entered into an agreement to provide cleaning services at City Hall, Utility/Public Works Building and Marathon Fire Station (the "Services"); and

WHEREAS, the agreement allowed for two additional term extensions of one year each; and

WHEREAS, the City and the Contractor wish to utilize the second one-year extension to November 30, 2027 to provide the Services in an amount not to exceed $46,800 per year.

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 agreement between the City and Culver's Cleaning Company is hereby extended one year to November 30, 2027 with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
Mayor Del Gaizo

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:

_____
City Attorney

Sponsored by: Garrett

CITY OF MARATHON, FLORIDA
RESOLUTION 2024-111

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CULVER'S CLEANING COMPANY FOR CLEANING SERVICES AT MARATHON CITY HALL, FIRE STATION AND UTILITY/PUBLIC WORKS BUILDING IN AN AMOUNT NOT TO EXCEED $53,300 PER YEAR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon, Florida (the "City") published a Request For Proposals (the "RFP") closing on October 15, 2024, to select a qualified firm to provide cleaning services at City Hall, Utility/Public Works Building and Marathon Fire Station (the "Services"); and

WHEREAS, four bidders responded to the RFP to provide the Services and Culver's Cleaning Company was the highest ranked responsive bidder by staff; and

WHEREAS, the City wishes to enter into an agreement with Culver's Cleaning Company to provide the Services in an amount not to exceed $53,300 per year.

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 agreement between the City and Culver's Cleaning Company, to provide the Services, 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 and legality by the City Attorney, is approved.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 12TH DAY OF NOVEMBER, 2024.

THE CITY OF MARATHON, FLORIDA

Mayor Landry

AYES: DelGaizo, Matlock, Smith, Still, Landry
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

Diane Clavier

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:

City Attorney, Steven T. Williams

EXHIBIT A"

CONTRACT

THIS CONTRACT is made this 12th day of November, 2024 by and between the City of Marathon, Florida (the "City") and Culvers Cleaning Company (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. Clean and care for buildings and facilities in order to ensure they are maintained in a safe and healthy manner.

   B. Maintain storage areas and cleaning equipment, materials, and supplies in a safe and orderly manner in order to ensure the safety of staff and the public.

   C. Specifically, but not limited to but including the following:

      a) All cleaning supplies and waste receptacle bags are to be provided by Bidder, with the exception of the following supplies: hand soap, dish soap, dishwasher soap, paper towels, toilet paper, tissues.
      b) Empty all waste receptacles into dumpster as well as remove recycle goods to the recycle bins as scheduled.
      c) Refill towel, toilet paper and soap dispensers in bathrooms as needed.
      d) Wash and disinfect all washroom floors, toilets, toilet seats, hand dryers and fixtures every weekday.
      e) Wash glass entry doors daily and windows and solid doors and handles every other day unless needed more frequently.
      f) Spot clean any marks from walls, doors, hardware, and glass as needed.
      g) Pick up and discard any trash from entrance ways daily (workweek)
      h) Sweep and vacuum floors every weekday.
      i) Wash tile and terrazzo floors weekly unless needed more frequently.
      j) Buff terrazzo floors quarterly or as needed more frequently.
      k) Shampoo carpets quarterly unless needed more frequently (spot clean)
      l) Dust desks, computers, phones, lamps, window sills, window blinds, wall hangings and base boards weekly.
      m) Remove cobwebs as needed.
      n) Clean all interior windows weekly or as needed more frequently.

o) Clean kitchens and Sanitize kitchen surfaces and fixtures every weekday.
p) Monthly clean the light fixtures
q) Report any acts of vandalism or damages.
r) Maintenance of Inventory. The contractor must inform the City when inventory supplies are low, with 4 days minimum notice of running out of product.

The work shall be performed between 7 am and 8 am for the Fire Station and City Hall Council Chambers and after 5 pm at City Hall and Public Works/Utility Building weekdays and anytime Saturday, Sunday or official holidays and will not exceed 35 hours per week.

2. **COMPENSATION/PAYMENT**

2.1 . Contractor shall provide the City with an invoice on a monthly basis within ten (10) days of the end of each month stating the services provided in the preceding month.

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. ($1,025.00 weekly based on 35 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 two (2) years. The City may, at its sole option, extend this Agreement on the same 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. **CONTRACTOR'S DUTY TO INSPECT** -The Contractor has carefully examined the described City Hall premises and has made sufficient tests and other investigations to fully satisfy himself as to site conditions, and he assumes full\responsibility, therefore. The Contractor shall be responsible for the repair or replacement of any facility damaged by the Contractor.

5. **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.

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 an 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 polices. 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 $500,000 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 1 19, Florida Statutes. The City shall have the right to immediately terminate this contract for the refusal by the Contractor to comply with Chapter 1 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 Cityclerk@ci.marathon.fl.us or 305-743-0033.

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:	Anthony Culver, Owner Culvers Cleaning Company P.O. Box 500333 Marathon, FL 33050

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: Hellary H. Palmer Deputy Clerk
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: Angela Davis-Culver By: Anthony Culver

(*) 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.

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and Council Members

From: Dan Saus, Utility Director

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-97** Authorizing A "Piggy-Back" Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of one (1) 2026 Jet-Vac 900 Eco Under Sourcewell Contract #021726-SCA From Jet-Vac Equipment Company, LLC., In An Amount Not To Exceed at total of $671,890.70; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

This Agenda item authorizes the purchase of one (1) 2026 Jet-Vac 900 Eco combination sewer cleaning truck in an amount not to exceed $671,890.70. This new piece of equipment was recommended in the Utilities Audit report performed by Raftelis last year. It is needed in order to comply with our current MS4 stormwater permit and will also add to our abilities to service the collection system as well as giving us another unit to perform "soft digs" to locate underground facilities when construction occurs in Marathon.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	____	____
2. Other –Sewer Mandate	____	____

FISCAL NOTE:
Funding for this purchase is included in the FY27 adopted stormwater utility budget.

RECOMMENDATION:
Approve Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-97

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 ONE (1) 2026 JET-VAC 900 ECO UNDER SOURCEWELL CONTRACT #021726-SCA, IN AN AMOUNT NOT TO EXCEED $671,890.70; AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH, APPROPRIATING AND EXPENDING BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the City desires to take advantage of Sourcewell Contract #021726-SCA to purchase one (1) 2026 Jet-Vac 900 Eco combination sewer cleaning truck in an amount not to exceed $671,890.70.

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 one (1) 2026 Jet-Vac 900 Eco combination sewer cleaning truck in an amount not to exceed $671,890.70.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCOTBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Mayor Lynny Del Gaizo

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

#205661 v1

Please Remit To:
Jet-Vac Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

www.jet-vac.com

1-844-4JETVAC

Ship To: City of Marathon, FL
9805 Overseas Hwy
Marathon,FL 33050-3339

Invoice To: City of Marathon
9805 Overseas Hwy
Marathon FL 33050

Attention: Joaquin Miranda

Branch		
60 - POMPANO		
Date	Time	Page
09/24/2026	16:50:02 (O)	1
Account No	Phone No	Est No 02
MARAT001	3052896101	Q00383
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	KW1 / BW2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/31/2026 Amount

****
Sourcewell Contract #021726-SCA
Sewer Cleaning and Vacuum Excavation Equipment
Maturity Date: 06/11/2030
****

Stock #: E007873 Serial #: WO-12266 503420.00
New SE -
900 ECO 12 Yard Combination Sewer Cleaner
Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack
Boom:
Hydraulic Powered Dig Deep Boom
Telescoping Reach 17' 2" to 27' 2"
180° Working Radius
Boom Joystick Control
(2) LED Boom Mounted Work Lights
Debris Tank:
12 Cubic Yard Capacity
Exten Steel Construction
Debris Level Indicator
Hydraulic Dump, 50° Dump Angle (LIFT CLYINDER)
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door
Water System:
1300 Gallon Capacity Water Tank

Thank You For Your Business!

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	Salesperson: KW1 / BW2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/31/2026 Amount

UPGRADE WATER PUMP TO GIANT 80GPM @ 3,000PSI PLUNGER STYLE
TRIPLEX WATER PUMP W/ 30 MINUTE RUN DRY CAPABILITY (Chassis
horsepower must be reviewed)
Black Duraprolene Water Tank Construction w/ 10 Year
Warranty
Cold Weather Recirculation System
2.5" Hydrant Fill system
Air Purge Valve
Variable Volume Delivery
Low Water Warning Light
Analog Pressure Display
Front and Mid Ship Hand Gun Ports
Electrical:
NEMA 4 Control Panel
Hour Meter (Blower & Water Pump)
Military Spec. Sealed Switches
Truck:
Mounting to Approved Chassis
(1) Alum Toolbox 24"x42"x100" - Behind Cab
LED D.O.T. Approved Lighting
(2) Tow Hooks Front Bumper
Hose Reel & Hose:
Front Mounted Telescoping & Rotating
800' X 1" Hose Capacity
10' Leader Hose
Single Side Controls
Accessories:
(3) 8" x 6' Extension Tube
(1) 8" X 3' Extension Tube
(1) 8" x 6' Crowned Suction Nozzle
(1) 6" x 10' Flat Discharge Hose
(6) Quick Clamps
BB Hose Guide
Chisel Point Penetrating Nozzle

Thank You For Your Business!

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09/24/2026	16:50:02 (O)	3
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	TBD	
Tax ID No		
	Salesperson	
	KW1 / BW2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/31/2026 Amount

Dual Degree Flushing Nozzle
Finned Nozzle extension
Nozzle Rack (Mounted midship toolbox)
25' Fill Hose
Upstream Pulley Guide
Variable Degree Washdown Gun w/50' Hose Attached
Cleaner, Tip, Torch, Small
(1) Hydrant Wrench
Operations, Maintenance, Safety Manuals
****
UPGRADE WATER PUMP DRAIN VALVES
600' 1" ID x 3,000 PSI OPERATING PRESSURE - PER FT
AUTOMATIC LEVELWIND W/ HYDRAULIC UP/DOWN ACTION
FOOTAGE METER (mounted on jetter hose reel)
ADDITIONAL FULLY BAFFLED 200 GALLON DURAPROLENE (BLACK)
WATER TANK W/ 10 YEAR WARRANTY (mounted between frame rails - subject to chassis load capacity)
DIGITAL WATER TANK LEVEL GAUGE
WATER TANK LOW LEVEL AUDIBLE ALARM (level set point is fixed at 150 gallons)
2" WYE-STRAINER ON INLET FILL SYSTEM
DUAL SIDE FILL
CENTRAL WASHDOWN SYSTEM W/ 50FT RETRACTABLE HOSE REEL (mounted at midship)
STANDARD HYDROEXCAVATION CLEANING KIT 20GPM @ system pressure - Includes 8" x 6' dig tube, 8GPM rotary dig wand, 10GPM linear nozzle (shipped loose), (2) 5' extension wands, and automatic reel w/ 75' of 3/8" hose
HIGH CAPACITY HYDROEXCAVATION COOLING PACKAGE (Recommended for units used for extended times hydroexcavating, using low volumes of water, or extreme environments/temps)
QTY (2) 30in TOOLBOXES MOUNTED P.S W/ RETRACTABLE LADDER (not available with cold weather hydro-excavation packages)
60in EXPANDED METAL TOOL BASKET MOUNTED D.S FRAME RAIL (not

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	TBD	
Tax ID No		
	Salesperson	
	KW1 / BW2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 10/31/2026 Amount

avalable with driver side water tank options or other d.s storage options)
QTY (2) 24in REAR TOOLBOXES W/ 63.75in CENTER STORAGE CABINET and (2) STORAGE TUBES ALONG RAILS (tandem axle chassis only - subject to rear suspension approval)
UPGRADE TO 827 BLOWER (5000CFM @ 18"HG) (Subject to chassis horsepower requirements)
DUAL VARIABLE VACUUM CONTROL (located at both hose reel and midship)
DEBRIS BODY PUMP OFF SYSTEM (4" hydrulic driven pump rated @ 800GPM located on rear door of debris box, includes swing out decant screen)
DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in debris box)
DEBRIS BODY VIBRATOR SYSTEM (12V electric switch near dump controls)
MANUAL/ELECTRIC BOOM CONTORL VALVE (Control valves have built in manual boom control levers. Located at midship.)
WIRELESS REMOTE PENDANT CONTROL (w/ hose reel payout/retreive, water pump on/off, vacuum relief open/close, boom up/down, boom left/right, boom extend/retract, and kill switch)
WIRELESS REMOTE ALARM (buzzer alarm sounds when truck is taken out of neutral with remote not in charging dock)
LED ARROW STICK
PREMIUM STROBE LIGHT PACKAGE (12 lights total)
LED MANHOLE AREA WORK LIGHT
LED CURBSIDE BODY MOUNTED WORK LIGHT
LED REAR MOUNTED WORK LIGHTS (2 lights mounted above rear door)
LED TOOLBOX LIGHTING
ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear mounted cameras with split screen monitor in cab)
QTY 4 RUBBER BUMPERS MOUNTED ON REAR BUMPER (Recommended

Thank You For Your Business!

Please Remit To:
Jet-Vac Equipment Company, LLC
5746 Broad Street
Sumter, SC 29154

www.jet-vac.com

1-844-4JETVAC

Ship To: City of Marathon, FL
9805 Overseas Hwy
Marathon,FL 33050-3339

Invoice To: City of Marathon
9805 Overseas Hwy
Marathon FL 33050

Attention: Joaquin Miranda

Branch		
60 - POMPANO		
Date	Time	Page
09/24/2026	16:50:02 (O)	5
Account No	Phone No	Est No 02
MARAT001	3052896101	Q00383
Ship Via	Purchase Order	
	TBD	
Tax ID No		
	Salesperson	
	KW1 / BW2	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description	** Q U O T E **	EXPIRY DATE: 10/31/2026	Amount
when dumping into containers)			
SIX 28" D.O.T. SAFETY CONES AND HOLDER			
CENTRAL LUBRICATION SYSTEM			
1" X 25' LEADER HOSE (in lieu of standard 10')			
Stock #: E007874	Serial #: 3BJHBPDV1TDWF7702		173815.00
New WS -			
Tandem Axle Western Star 47X with Detroit Diesel DD13 450HP			
	ADDITIONAL PARTS		
	==========		
BULLDOG W/4" SK 404.080HS100	Qty: 1	Price: 4390.00	4390.00
	Miscellaneous Charges/Credits		
	==========		
EQP SOURCEWELL DISCOUNT	Qty: 1	Price: 15234.30	15234.30-
EQP SHIPPING	1	5500.00	5500.00
		Subtotal:	671890.70
Authorization: _____		Quote Total:	671890.70

Thank You For Your Business!

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A COMMERCIAL LEASE BETWEEN THE CITY AND CHRISTINA'S COURAGE, INC. FOR THE PROPERTY DESCRIBED IN EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE LEASE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") and Christina's Courage Inc. ("Tenant") desire to enter into a commercial lease agreement to lease certain City owned property to Tenant ("the Commercial Lease"); and

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

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

Section 2. The Commercial Lease between the City and Tenant, attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to sign the lease on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026

THE CITY OF MARATHON, FLORIDA

_____
Mayor Lynny Del Gaizo

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:

_____
City Attorney

LEASE AGREEMENT

THIS COMMERCIAL LEASE (the "Lease") made and entered into this ____ day of _____, 2026, by and between the CITY OF MARATHON, a Florida municipal corporation (the "Landlord" or the "City") and Christina's Courage Inc., (the "Tenant").

RECITALS:

1. Landlord owns the property described on Exhibit "A" attached hereto (the "Property"); and

2. Tenant desires to lease from Landlord, and Landlord is willing to lease to Tenant, that certain commercial building located on the Property, and upon and subject to all terms, covenants, conditions and provisions set forth below.

3. In an effort to ensure the Tenant's ability to meet the requirements of this lease, the Landlord at it's sole cost may request a credit report on any potential tenant prior to Landlord or City approval of this lease.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the parties hereby agree as follows:

ARTICLE 1. Demise; Term; Commencement Date.

1.1 Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Term (as herein defined), that certain residential structure as shown on Exhibit "B" attached hereto and made a part hereof (the "Premises") located on a portion of the Property, together with the right to use certain portions of the Property as set forth herein, and subject to the obligation to patrol the Property as set forth herein.

1.2 The term (the "Term") of this Lease shall be Twelve (12) months commencing on October __, 2026 (the "Commencement Date") and expiring on October __, 2027 (the "Expiration Date").

1.3 The City Manager shall have the option to either:

(a) renew the Term of this Lease for four (4) additional consecutive periods of one (1) year ("Renewal Term"). The City Manager shall exercise renewal option by giving Tenant prior written notice (a "Renewal Notice") on before the date that is three (3) months prior to the expiration of the then-current Term. If the City Manager exercises a renewal option then said additional one (1)-year period (a "Renewal Period") shall be under the same terms and conditions as provided herein; or

(b) extend the term of the Lease on a month-to-month basis by mutual agreement between the Tenant and Landlord (City Manager).

1.4 Upon the expiration of the Term or any earlier termination of this Lease, Tenant shall quit and surrender to Landlord the Premises in the condition required under this Lease, excepting ordinary wear and tear.

ARTICLE 2. Rent.

2.1 Tenant agrees to pay Landlord fixed rent, plus any applicable sales taxes (collectively hereinafter referred to as the "Rent") for the Term in the annual amount of One Dollar($1.00).

2.2 Each monthly installment of Rent shall be paid by November 1 of each year.

2.3 Tenant shall pay all Rent to Landlord at the following address: City of Marathon, 9805 Overseas Highway, Marathon, FL 33050, or at such other place as Landlord may designate. All Rent shall be paid in lawful money of the United States by unendorsed cheek drawn to Landlord's order, on a Florida bank. If Landlord receives any check from Tenant which is returned by Tenant's bank for insufficient funds, Landlord shall have the right (without limiting any other right or remedy of Landlord) to require that all checks thereafter be bank certified or cashier's checks. All bank service charges resulting from any returned checks shall be borne by Tenant and payable upon demand (not to exceed the amount prescribed by Florida Statutes section 68.065).

ARTICLE 3. **Condition of Premises**. Tenant has inspected the Premises, knows the condition thereof, accepts the Premises in its "as is" condition, and acknowledges that Landlord has made no warranties or representations with respect to the condition Premises or legal status thereof, except as expressly set forth in this Lease.

ARTICLE 4. Utilities.

4.1 Water, sewer, electricity and trash collection. Tenant shall pay for electricity, water and sewer service and trash collection serving the Premises during the Term of this Lease.

4.2 Other Utilities. All other utilities and services to be provided to, or which shall be necessary for the conduct of, Tenant's occupancy of the Premises, including, but not limited to, cleaning, telephone, Internet, cable television, facsimile, alarm service and mail shall be separately arranged and paid for by Tenant and Tenant shall be responsible for maintaining all such utilities and services. Tenant shall be responsible for any deposits required in connection with any utilities or services provided to the Premises.

ARTICLE 5. Use, Certain Representations.

5.1 The Premises shall be used for the provision of medical, therapeutic and law enforcement services, as well as other related services for victims of sexual abuse. No other use may be made of the premises without prior written consent of the Landlord.

ARTICLE 6. Compliance with Laws. Except as set forth herein, Tenant, at Tenant's sole cost and expense, shall promptly comply with all Laws relating to Tenant's use and occupancy of the Premises of any Government Entity or anybody which shall impose any violation, order or duty upon Tenant. "Law" or "Laws" as used in this Lease means each and every law, regulation, order, ordinance, statute or requirement of any kind whatsoever, present or future, issued by any Government Entity applicable to or affecting the Premises, "Government Entity" as used in this Lease means the United States, the State of Florida, Monroe County, City of Marathon, and any and every political subdivision of government of any kind whatsoever, now existing or hereafter created, now or hereafter having jurisdiction over the Premises.

ARTICLE 7. Tenant's Property.

7.1 All furniture and furnishings on the Premises provided by Tenant or at Tenant's expense and any other movable property of Tenant shall also be and remain property of Tenant, and shall be removed from the Property at the end of the Term.

7.2 If any property, which Tenant must remove, under Section 7.1, is not removed from the Premises or the Property within five (5) days after the Expiration Date or earlier termination of this Lease, Landlord may remove and dispose of the same at Tenant's expense. This obligation shall survive the Expiration Date or earlier termination of the Lease.

7.3 Tenant shall bear the risk of loss of the personal property of Tenant and its respective agents, guests and invitees which may from time-to-time be located on the Premises or the Property.

ARTICLE 8. Maintenance, Repairs.

8.1 Tenant shall, throughout the Term of this Lease, keep and maintain the premises, fixtures and appurtenances therein in good order, condition and repair, normal wear and tear excepted.

ARTICLE 9. Damage, Restoration.

9.1 If the Premises or any part thereof shall be damaged or destroyed by fire, hurricane, flood or other casualty ("Damage") and Tenant gives prompt Notice thereof to Landlord and this Lease is not terminated pursuant to any provision of this Article, then Landlord, at its sole and absolute option and discretion, may proceed with reasonable diligence to repair or cause to be repaired the Damage to the Premises. In the alternative, Landlord may terminate this Lease by giving fifteen (15) days' Notice to Tenant at which time the parties hereto shall be relieved of all other rights and obligations hereunder as of the date set forth in Landlord's Notice.

9.2 If the Lease terminates pursuant to Section 9.1, this Lease shall expire as of the date on which such termination shall be effective under that Section, as if such date were the Expiration Date.

ARTICLE 10. Landlord's Access to Demised Premises. Tenant authorizes Landlord, his/her agents, employees and representatives to enter the Premises upon 24 hours' notice and during normal business hours to inspect the Premises to ensure Tenant is complying with the terms of this Lease provided that Landlord shall use its best efforts not to interfere with 'Tenant's use and occupancy of the Premises.

ARTICLE 11. Quiet Enjoyment. Upon paying Rent and keeping and performing the terms, covenants, conditions and provisions of this Lease, Tenant may lawfully and quietly hold and enjoy the Premises during the Term without hindrance, ejection, molestation, or interruption.

ARTICLE 12. Defaults, Conditional Limitations, Remedies. The following shall be a "Default" under this Lease:

(i) Tenant fails to pay any installment of Rent; or

(ii) Tenant fails to keep or perform any other material term, covenant, condition, or provision of this Lease, and such failure continues for fifteen (15) days after written Notice from Landlord; unless such failure requires work to be performed, acts to be done, or conditions to be removed which cannot be performed, done or removed within such fifteen (15) days, in which case the Default shall not be deemed to exist as long as Tenant:

(a) advises Landlord by written Notice within fifteen (15) days after Landlord's Notice that Tenant intends to take all steps necessary to remedy such failure with due diligence; and

(b) duly commences and diligently and continuously prosecutes completion of all steps necessary to cure and remedy the same;

If and whenever any Default occurs, at Landlord's option, Landlord may, after the expiration of any applicable grace, Notice and cure period, give written Notice to Tenant (the "Termination Notice"), terminating this Lease on the date specified in such Termination Notice, In such event, this Lease and the Term shall expire and terminate on the date specified in the Termination Notice and Tenant shall pay Landlord all Rent due under this Lease to the date of termination as set forth in the Termination Notice and the parties hereto shall be relieved of all other rights and obligations hereunder.

ARTICLE 13. Indemnification. Tenant shall indemnify and defend Landlord (including Landlord's elected officials, officers, directors, employees, consultants and agents) and save Landlord harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from negligence or misconduct of Tenant, its agents, guests and invitees in connection with this Lease, Nothing in this Lease shall be construed or interpreted to waive Landlord's sovereign immunity as established by Law.

ARTICLE 14. Assignment and Subletting. Tenant shall not sublet, assign or otherwise transfer this Lease, or any part of Tenant's right, title or interest therein, or permit the occupancy

of the Premises by any person other than as set forth in Section 5.1 above, keep roomers or boarders, or mortgage, pledge or otherwise encumber this Lease without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion.

ARTICLE 15. Notices. All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

If to Landlord:

City of Marathon
City Manager
9805 Overseas Highway
Marathon, Florida 33050
(305) 289-4130

With a copy to:

City Attorney
9805 Overseas Highway
Marathon, FL 33050

If to Tenant:

Christina's Courage Inc.
PO Box 2152
KEY WEST, FL 33045

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

ARTICLE 16, Insurance,

16.1 Landlord shall maintain property insurance covering the premises under the Landlord's property insurance program for the duration of the lease, subject to the terms, conditions, limits, deductibles, and exclusions of such policy. The Tenant may obtain at its own expense Renter's Insurance. The Landlord shall have no liability for damages to the Tenant's personal property.

16.2 Tenant, at its cost and expense, shall secure and maintain the following insurance coverage throughout the lease terms:

- Comprehensive general liability insurance written on an "occurrence" basis with a CSL of not less than One Million Dollars ($1,000,000). This policy shall cover

bodily injury, death, and property damage occurring on or about the premises. The tenant shall name the Landlord as additional insured.

ARTICLE 17. Miscellaneous.

17.1 This Lease shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

17.2 The terms, covenants, conditions, and provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors, and assigns.

17.3 If any term, covenant, condition or provision of this Lease (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby; and each remaining term, covenant, condition and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Lease would prevent the accomplishment of the original intent of the agreement between the parties.

17.4 As required by Florida law, Landlord hereby includes the following notification as part of this Lease:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17.5 No waiver of any covenant or condition or of the breach of any covenant or condition of this Lease shall constitute a waiver of any subsequent breach of such covenant or condition, or justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof.

17.6 The parties hereby waive trial by jury in any legal proceeding brought with respect to any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant or Tenant's use or occupancy of the Premises.

17.7 To the extent applicable, Tenant shall pay all taxes levied against Tenant's personal property, of every description, maintained on and used by Tenant in connection with the Premises.

17.8 Landlord cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Premises, any improvements thereon, or any operations at the Premises. Nothing in this Lease shall be deemed to create an affirmative duty of Landlord to abrogate its sovereign right to exercise its police powers and governmental powers by approving

or disapproving or taking any other action in accordance with its zoning and land use codes, administrative codes, ordinances, rules and regulations, federal laws and regulations, state laws and regulations, and grant agreements. In addition, nothing herein shall be considered zoning by contract.

17.9 The relationship of Landlord and Tenant hereunder is the relationship of landlord and tenant. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

17.10 In the event of any litigation arising out of this Lease or to enforce the Lease, the prevailing party is entitled to recover its reasonable attorneys' fees and costs at both the trial and appellate levels.

17.11. Tenant may keep for the term of the lease, an elderly dog in possession at the time of lease. Otherwise, Tenant may not keep pets or animals in or upon the Premises at any time during the Term of the Lease.

17.12 Tenant shall not make any changes or alterations in and upon the Premises or any part of the Property of any nature whatsoever, including specifically, but not limited to, installation of additional or substituted locks or bolts in or upon any door, and the alteration or installation of any lighting fixture, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion. Door locks will be changed after every tenant.

[Remainder of Page Intentionally Blank – Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Lease on the respective dates under each signature,

LANDLORD:

CITY OF MARATHON,
a Florida municipal corporation

By:_____
Steve Williams, City Manager

Date: _____

Attest:

_____
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
THE CITY OF MARATHON ONLY:

_____
City Attorney

TENANT:

_____

Print Name: _____

Date: _____

Witnesses as to Tenant:

_____

Print Name: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

COUNCIL AGENDA STATEMENT

Date: October 12, 2026

To: Honorable Mayor and City Council

From: Carlos A. Solis, P.E., Director of Engineering

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-99**, Approving Change Order No. 3 To Contract Between The City And Platform Group, LLC., In The Current Amount Of $1,253,113.00 For the Re-Development of Skate Park At Community Park; Increasing The Contract In An Amount Not To Exceed $265,240.00; Authorizing The City Manager To Execute The Change Order And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

The City awarded the contract for the rec-development of the Skate Park at Community Park to the Platform Group, LLC. As part of the contract, a portion of the cost of the improvement, $265,240.00 was to be funded by The Florida Keys Community Center a local non-profit, and this amount was to be funded by the non-profit directly to the contractor. The Florida Keys Community Center has requested that in lieu of paying for these improvements directly, the funds in question be donated to the City and the City pay the contractor for the improvement. The change order will not be processed until confirmation of receipt of the donation. **There is no additional cost to the City as a result of this change order as the funds for the work are still covered by the Florida Keys Community Trust via the United Way.** The processed change order will allow the City to pay the contractor from the donated funds.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan:	____	____
2. Other: _____	____	____
3. Not applicable: X		

FISCAL NOTE:
This change order will be funded by a donation from the United Way.

RECOMMENDATION:

Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING CHANGE ORDER NO. 3 TO CONTRACT BETWEEN THE CITY AND PLATFORM GROUP, LLC., IN THE CURRENT AMOUNT OF $1,253,113.00 FOR THE RE-DEVELOPMENT OF SKATE PARK AT COMMUNITY PARK; INCREASING THE CONTRACT IN AN AMOUNT NOT TO EXCEED $265,240.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") awarded the contract for the rec-development of the Skate Park at Community Park to the Platform Group, LLC.; and

WHEREAS, as part of the contract, a portion of the cost of the improvement, $265,240.00 was to be funded by The Florida Keys Community Center , a local non-profit, and this amount was to be funded by the non-profit directly to the contractor; and

WHEREAS, the Florida Keys Community Center has requested that in lieu of paying for these improvements directly, the funds in question be donated to the City and the City pay the contractor for the improvement.

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Change Order No. 3 identified in the attached Exhibit A is hereby approved. The City Manager is authorized to sign the Order and to expend funds upon confirmation of receipt of Funds from the United Way of Coller and the Keys.

Section 3. This resolution shall take effect immediately upon its adoption and signature of both parties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

(City Seal)

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

_____
Steve Williams, City Attorney

CHANGE ORDER # 3

TO: City of Marathon
PROJECT: **New Skate park at Community Park**
CONTRACTOR: Platform Group LLC
DATE: September 24, 2026

This Change Order will authorize the following change to the Agreement:

The Work as set forth in the Agreement is hereby amended to include the items set forth in Exhibits "B" attached hereto and by this reference made a part hereof.

This Change Order constitutes full, final, and complete compensation to **Platform Group, LLC.** for all costs, expenses, overhead, and profit, and any damages of every kind that **Platform Group, LLC** may incur in connection with the above referenced changes in the Construction Work under this Agreement. **Platform Group, LLC** acknowledges and agrees that (a) the Guaranteed Maximum Price of $1,253,113.00 under the Agreement **will** be **changed** by this Change Order. **Platform Group, LLC** expressly waives any claims for any additional compensation, damages or time extensions in connection with the above-referenced changes. Except as herein or heretofore expressly modified, all terms of the Agreement shall remain in full force and effect and shall cover the performance of, and payment for, any work authorized hereunder. Any defined terms not defined in this Change Order shall have the meanings set forth in the Agreement.

By signing below the parties indicate acceptance of this Change Order as set forth herein.

CITY OF MARATHON A Florida municipal corporation	Platform Group, LLC
By: _____	By: _____
Name: Steve Williams	Name: _____
Title: City Manager	Title: _____

Exhibit "A"

CHANGE ORDER SUMMARY

Change Order No. 2

Project Title: New Skate Park at Community Park

Bid No.

Owner: City of Marathon

Contractor: **Platform Group, LLC**
Agreement Date: June 6. 2025

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(l)	Original Contract Price	$1,155,300.00
(2)	Current Contract Price (Adjusted by Previous C.O.)	$1,253,113.00
(3)	Total Proposed Change in Contract Price	$265,240.00
(4)	New Contract Price (Item 2 + Item 3)	$1,518,353.00
(5)	Original Contract Time	280 Days
(6)	Proposed Change in Contract Time	60 Days
(7)	Current Contract Time (Adjusted by Previous C.O.)	280 Days
(8)	Total Proposed Change in Contract Time	45 Days
(9)	New Contract Time (Item 6 + Item 7)	385 Days
(10)	Original Contract Final Completion Date	June 22, 2026
(l1)	New Contract Final Completion Date	October 5, 2026

New Skate Park at Community Park

ORDER HISTORY

Item No.	Description	Current Contract Amount	Additive Change	Deductive Change	Net Change Contract Price	Net Change in Contract Time
1.	CO No. 1	$1,155,300.00	$39,025.00	<$0.00>	$39,025.00	0 Days
2.	CO. No. 2	$1,194,325.00	$58,788.00	<$0.00>	$58,788.00	60 Days
3.	CO. No. 3	$1,253,113.00	$265,240.00	<$0.00>	$265,240.00	45 Days
Total		$1,253,113.00	$363,020.00	<$0.00>	$363,053.00	60 Days

Exhibit "B"

CHANGE ORDER JUSTIFICATION

Part of the funding for this project, as stipulated in the contract with the cost exhibit attached, in the amount of $265,240.00 is to be provided by the Florida Keys Community Center. The non-profit has requested that the funds be donated to the City, and the City pay the contractor directly for the services covered under this portion of the work. The Florida Keys Community Center has provided the funds to the City through the United Way of Collier and the Keys, and we have verified that the funds have been received. This Change Order will allow the City to pay the contractor the amount donated the funds donated by the Florida Keys Community Center.

EXHIBIT A

GUARANTEED MAXIMUM PRICE

ITEM	DESCRIPTION	LUMP SUM PRICE
1	DESIGN SERVICES	$34,000.00
2	BONDS	$30,000.00
3	DEMOLITION/GENERAL CONDITIONS	$40,000.00
4	SITE & UTILITY	$386,540.00
5	SKATE PARK CONSTRUCTION	$930,000.00
TOTAL BASE CONSTRUCTION COST		**$1,420,540.00**
6	CONTINGENCY	$110,000.00
7	COST COVERED BY Florida Keys Community Center	<$265,240.00>

TOTAL GUARANTEED MAXIMUM CITY OF MARATHON CONTRACT PRICE **$1,265,300.00**

Unless otherwise noted, this is a Lump Sum contract. Contractor shall verify the quantities and work required to complete this project. All work, labor, and materials needed to complete the work, whether specifically detailed in an item listed below, or incidental to construction, shall be included in the lumps sum cost provided in this bid. There shall be no additional compensation for quantities of materials, labor equipment or any other cost required to complete the work unless the scope of work is changed by the City. The contingency fund noted above is used for any additional work requested by the City that is not shown or is not incidental to the work shown on the plans as noted in Exhibit B.

Due to the possible volitivity in material pricing an allowance shall be made, at the discretion of the City Council, for increase of material cost in excess of 4%. The contractor must justify the increase by providing proof of material cost used for bidding in comparison to material cost at the time of actual procurement.

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Steve Williams, City Manager

Agenda Item: **Resolution 2026-100**, Approving An Amendment To The Agreement Between The City Of Marathon And The City Of Key Colony Beach For The Provision Of Emergency Medical And Fire Rescue Services; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

Originally initiated on August 8th of 2017, Marathon and Key Colony Beach entered into an AGREEMENT for the City of Marathon to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of Key Colony Beach.

The City of Marathon ("Marathon") and the City of Key Colony Beach ("Key Colony Beach") desire to continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027. By mutual agreement it may be either dissolved or extended. The annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually by Marathon to Key Colony Beach.

Consideration of the amount to be paid in future years will be at the discretion of the City of Marathon, but with deliberative discussions between the parties. The Cost of this Contract is $1,283,102 for FY27, plus $25,000 for capital infrastructure. The operating amount may be paid in equal amounts quarterly, and the $25,000 contribution to the Capital Infrastructure Fund will take place annually..

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	____	__X__
2. Other _____	____	__X__
3. Not applicable____		

FISCAL NOTE:
The FY27 General Fund Budget includes $1,283,102, and the FY27 Capital Infrastructure Budget includes $25,000 of revenues from this interlocal agreement to offset the cost of providing Fire Rescue services.

RECOMMENDATION: Council approve Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-100

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE CITY OF KEY COLONY BEACH FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE RESCUE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, originally initiated on August 8th of 2017, MARATHON and KEY COLONY BEACH entered into an AGREEMENT for the CITY OF MARATHON to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, the City of Marathon ("Marathon") and the City of Key Colony Beach ("Key Colony Beach") desire to continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027; and

WHEREAS, the annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually MARATHON to KEY COLONY BEACH; and

WHEREAS, this agreement will not supersede Resolution 2017-66, specifically Section 3.1; and

WHEREAS, the annual amount to be paid to the City of Marathon will be $1,283,102. This amount will be paid in quarterly increments, and $25,000 from capital infrastructure will be paid annually.

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 Agreement between Marathon and Key Colony Beach for the provision of emergency medical and fire rescue services established in Resolution 2017-66 and 2024-89 is attached as Exhibit "A."

Section 3. This resolution shall remain in effect until September 30, 2027.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____

Diane Clavier, City Clerk

(City Seal)

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

_____

City Attorney

#205661 v1

Sponsored by: Lindsey

CITY OF MARATHON, FLORIDA
RESOLUTION 2017-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE PROPOSED TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF MARATHON AND THE CITY OF KEY COLONY BEACH FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE RESCUE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager has met with the City Manager of the City of Key Colony Beach ("KCB") with the goal of providing the City of Marathon ("City") and KCB with the best possible emergency medical and fire rescue services to the residents, property owners and visitors of each jurisdiction while equitably distributing the costs of such services between the jurisdictions; and

WHEREAS, the City and KCB wish to enter into an Interlocal agreement to provide fire rescue and emergency medical services to KCB at an annual rate of $575,000.

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 approves agreement between the City and KCB for the provision of emergency medical and fire rescue services as set forth in the agreement, a copy of which is attached as Exhibit "A." together with such non-material changes as may be acceptable to the City Manager and approved as to form by the City Attorney, is hereby approved. The City Manager is authorized to execute the agreement on behalf of the City.

Section 3. This resolution shall take effect October 1, 2017 and remain for in effect until September 30, 2020. This agreement may be extended an additional three years with cost consideration.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8th DAY OF AUGUST, 2017

THE CITY OF MARATHON, FLORIDA

Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Zieg
NOES: None
ABSENT: Senmartin
ABSTAIN: None

ATTEST:

Diane Clavier, City Clerk

(City Seal)

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

David Migut, City Attorney

#205661 v1

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
THE CITY OF KEY COLONY BEACH
PROVIDING FOR DELIVERY OF
EMERGENCY MEDICAL & FIRE RESCUE SERVICES

This Interlocal Agreement (hereinafter called the "Agreement") is made by and between THE CITY OF MARATHON, a municipal corporation of the State of Florida (hereinafter called "MARATHON"), and THE CITY OF KEY COLONY BEACH, a municipality of the State of Florida (hereinafter called "KEY COLONY BEACH").

WHEREAS, MARATHON and KEY COLONY BEACH desire to enter into this AGREEMENT which amends the prior agreement of the parties which was effective October 1, 2012, to provide for the delivery of fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, the respective elected bodies of MARATHON and KEY COLONY BEACH find the method of delivery of the fire rescue and emergency medical services set forth in this AGREEMENT is in the interest of the public and can be best accomplished through coordination of the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, MARATHON and KEY COLONY BEACH do hereby agree as follows:

ARTICLE 1
GENERAL TERMS & CONDITIONS

1.1 The effective date of this AGREEMENT is October 1, 2017 (hereinafter, the EFFECTIVE DATE).

1.2 The term of this AGREEMENT shall be from October 1, 2017 to September 30, 2020. This AGREEMENT may be extended an additional three years with cost consideration.

ARTICLE 2
FIRE RESCUE & EMERGENCY MEDICAL SERVICES

2.1 MARATHON will provide Fire Rescue, Fire Protection and Emergency Medical Services to KEY COLONY BEACH. The fee for this service shall be $550,000 per year, payable quarterly on or before October 15, January 15, April 15 and July 15.

2.2 MARATHON will provide Fire Rescue, Fire Protection, and Emergency Medical Services to KEY COLONY BEACH on a twenty-four (24) hour, seven (7) days a week basis during the term of this AGREEMENT. The level of service provided to KEY COLONY BEACH shall, at minimum, be equal to the average level of services provided by the applicable departments in other cities in Monroe County that provide their own Fire Rescue, Fire Protection, and Emergency Medical Services and by the applicable departments in the County that serve the unincorporated areas. In no case will the service provided be less than that provided within the City of Marathon.

2.3 Notwithstanding the provisions of Section 2.2, in the event that an emergency declared by either the federal government or the government of the State of Florida prevents or diminishes the ability of MARATHON from performing its duties under this Agreement, at no time shall the service provided to KEY COLONY BEACH be inferior to the service provided to MARATHON.

2.4 MARATHON will have the right to inspect all fire hydrants located within KEY COLONY BEACH boundaries. KEY COLONY BEACH will be responsible for maintenance of all fire hydrants within its boundaries in accordance with Florida Keys Aqueduct Authority guidelines. KEY COLONY BEACH agrees to continue to be responsible for all the functions of the Fire Marshal and the performance of fire inspections within KEY COLONY BEACH.

ARTICLE 3
PAYMENTS AND FEES

3.1 In addition to the payment provided in Section 2.1, KEY COLONY BEACH will also contribute $25,000 per year of infrastructure funds for Fire/EMS-related infrastructure expenditures. The infrastructure contribution shall be made by KEY COLONY BEACH directly to MARATHON upon the presentation of an invoice from the Finance Department of MARATHON. Invoices presented by the Finance Department of MARATHON will include sufficient backup to demonstrate that funds in this amount were expended for legitimate purposes of Local Discretionary Sales Surplus revenues (i.e. one cent infrastructure surtax) as per Florida Statutes.

3.2 The parties agree that all payments due under the prior agreements of the parties, including the October 1, 2012 agreement, have been paid and satisfied in full, with the exception of the regular fourth quarter invoice for fiscal year 2017, which is attached hereto as Exhibit "A" and no further payment under such agreements is or shall be due to MARATHON from KEY COLONY BEACH.

3.3 KEY COLONY BEACH shall continue to direct fire insurance premium taxes to be directed to the Chapter 175, Florida Statutes, Firefighters' Pension Trust Fund pension fund of MARATHON.

ARTICLE 4
TERMINATION

4.1 This AGREEMENT shall be deemed automatically terminated and of no further force and effect if MARATHON has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent. In the event that MARATHON becomes bankrupt or insolvent, KEY COLONY BEACH shall be entitled to reimbursement, on a pro-rate basis, of funds paid to MARATHON for the remaining year(s) of this AGREEMENT.

4.2 This AGREEMENT provides in Article 5 "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this AGREEMENT and that specific performance was not an adequate remedy to cause the other party to perform its' obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this AGREEMENT.

4.3 Other than expressly set forth herein, this contract shall not be subject to early termination

by either party.

ARTICLE 5
DEFAULT

5.1 Notwithstanding a party's right to terminate this AGREEMENT as set forth in Article 4 above, if MARATHON or KEY COLONY BEACH fails to perform or observe any of the material terms and conditions of this AGREEMENT for a period of ten (10) days after receipt of written notice of such default for the other party, the party giving notice of default may be entitled, but is not required, to seek specific performance of this AGREEMENT on an expedited basis, as the performance of the material terms and conditions contained herein relate to health, safety, and welfare of the residents subject to this AGREEMENT. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained herein. This Article shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 6
INSURANC
E

6.1 MARATHON shall maintain a qualified insurance program in the limits specified in Section 768.28, Florida Statutes. Said insurance program shall provide coverages for general and automobile and Workers Compensation and Employers Liability. MARATHON shall provide KEY COLONY BEACH with a Certificate of Insurance evidencing said program. In the event the insurance program is modified, MARATHON shall notify KEY COLONY BEACH with at least thirty (30) days prior written notice.

ARTICLE
7 INDEMNIFICATION/LIABILI
TY

7.1 To the extent permitted by law, MARATHON shall indemnify defend, and hold KEY COLONY BEACH, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of MARATHON, its employees, agents, or servants and MARATHON shall indemnify KEY COLONY BEACH, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which KEY COLONY BEACH, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of MARATHON, its employees, agents, or servants. For purposes of this provision, MARATHON employees shall not be deemed agents or servants of KEY COLONY BEACH and KEY COLONY BEACH employees shall not be deemed agents or servants of MARATHON.

7.2 To the extent permitted by law, KEY COLONY BEACH shall indemnify, defend, and hold MARATHON, its officials, agents, servants and employees, harmless from any and all liability, actions, causes of action, suits, trespasses, damages, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which results from or arises out of the intentional or negligent acts or omissions of KEY COLONY BEACH, its employees, agents, or servants and KEY COLONY BEACH shall indemnify MARATHON, its officials, agents, servants and employees, for damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which MARATHON, its officials, agents, servants and employees, might suffer in connection with or as a result of the intentional or negligent acts of KEY COLONY BEACH, its employees, agents, or servants. For purposes of this provision, MARATHON employees shall not be deemed agents or servants of KEY COLONY BEACH and KEY COLONY BEACH employees shall not be deemed agents or servants of MARATHON.

7.3 The parties shall individually maintain throughout the term of this AGREEMENT any and all applicable insurance coverage as required by Florida law for government entities.

ARTICLE 8
MISCELLANEOUS

8.1 Merger/Amendments: This AGREEMENT incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Itis further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this AGREEMENT.

8.2 Assignment: The respective obligations of the parties set forth in this AGREEMENT shall not be assigned, in whole or in part, without the written consent of the other party.

8.3 Records: MARATHON and KEY COLONY BEACH shall each maintain their own respective records and documents associated with this AGREEMENT, for three (3) years following the expiration of this AGREEMENT, in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

8.4 Contract Administrator: The Contract Administrators for this AGREEMENT are the City Manager or designee for MARATHON, and the City Administrator or designee for KEY COLONY BEACH. In the implementation of the terms and conditions of this AGREEMENT, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the respective Contract Administrator.

8.5 Law and Venue: This AGREEMENT shall be governed, construed and controlled according to the laws of the State of Florida. Any claim, objection or dispute arising out of the terms of this AGREEMENT shall be litigated in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

8.6 Attorney's Fees: If either MARATHON or KEY COLONY BEACH is required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

8.7 Waiver of Jury Trial: Both MARATHON and KEY COLONY BEACH knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this AGREEMENT.

8.8 Severability: In the event a portion of this AGREEMENT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

8.9 Independent Contractor: MARATHON, for the purposes of this AGREEMENT, is and shall remain an Independent Contractor.

ARTICLE 9 NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by Certified mail, return receipt requested, or overnight delivery addressed as follows:

MARATHON

Charles Lindsey, City Manager
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

A copy to:

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

KEY COLONY BEACH

City of Key Colony Beach
Christopher Moonis, City Administrator
Key Colony Beach City Hall
Post Office Box 510141
Key Colony Beach, FL 33051

A copy to:

Thomas D. Wright
Attorney for City of Key Colony Beach
Post Office Box 510141
Key Colony Beach, FL 33051

[Signatures on the following page.]

IN WITNESS OF, the parties hereto have executed this Agreement as of this 9 day of Aug., 2017.

ATTEST:

Diane Clavier, City Clerk

CITY OF MARATHON

By: _____
Charles Lindsey, City Manager

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

David Migut, City Attorney

ATTEST:

Kathryn McCullough, City Clerk

CITY OF KEY COLONY BEACH

By: _____
Christopher Moonis, City Administrator

Date: _____

APPROVED AS TO FORM AND LEGALITY:

Thomas D. Wright, City Attorney

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF MARATHON
AND
THE CITY OF KEY COLONY BEACH
PROVIDING FOR DELIVERY OF
EMERGENCY MEDICAL & FIRE RESCUE SERVICES

This Interlocal Agreement (hereinafter, the "AGREEMENT") is made by and between THE CITY OF MARATHON, a municipal corporation of the State of Florida (hereinafter called "MARATHON"), and THE CITY OF KEY COLONY BEACH, a municipality of the State of Florida (hereinafter called "KEY COLONY BEACH").

WHEREAS, originally initiated on August 8th of 2017, MARATHON and KEY COLONY BEACH entered into an AGREEMENT for the CITY OF MARATHON to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of KEY COLONY BEACH; and

WHEREAS, Marathon and the Key Colony Beach desire to reestablish and continue the relationship between the parties for the delivery of fire rescue and emergency medical services within the municipal boundaries of Key Colony Beach to September 30, 2027, subject to annual renewal or appropriation; and

WHEREAS, the term or this Agreement is set, by mutual agreement it may be either dissolved or extended; and

WHEREAS, the annually adjusted amount to be paid as part of the AGREEMENT will be based upon actual cost of service whose estimate will be provided annually Marathon to Key Colony Beach; and

WHEREAS, consideration of the amount to be paid in future years will be at the discretion of the City of Marathon, but with deliberative discussions between the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, MARATHON and KEY COLONY BEACH do hereby agree as follows:

1. An AGREEMENT is hereby established between the City of Marathon and the City of Key Colony Beach for Marathon to provide fire rescue and emergency medical services within and adjacent to the municipal boundaries of Key Colony Beach.

2. The expiration of the AGREEMENT is hereby established as September 30,2027, subject to annual renewal or appropriation. With the approval of both parties the AGREEMENT may be either dissolved or extended.

3. The amount of the AGREEMENT for FY 2024/2025 shall be $937,000. This amount may be paid in quarterly increments.

4. The amount of the AGREEMENT in future years will be collaboratively discussed and be based upon actual cost estimates developed by Marathon and provided to Key Colony Beach.

5. This AGREEMENT will become effective upon the authorized signature of both parties.

[Signatures on the following page.]

IN WITNESS OF, the parties hereto have executed this Extension as of this 17th day of September, 2024.

ATTEST:

Hillary H. Palmer
Diane Clavier, City Clerk
Hillary H. Palmer
Deputy Clerk

CITY OF MARATHON

By: George Garrett
George Garrett, City Manager
Date: 9/19/2024

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

Steve Williams, City Attorney

ATTEST:

Silvia Roussin
Silvia Roussin, City Clerk

CITY OF KEY COLONY BEACH

By: Joey Raspe
Joey Raspe, Mayor
Date: 9/27/24

APPROVED AS TO FORM AND LEGALITY:

Dirk Smits, City Attorney

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Steve Williams, City Manager

Agenda Item: **Resolution 2026-101,** Amending The City Boat Ramp Usage Fees, Trailer Parking Fees And Parking Fees At Sombrero Beach And Providing For An Effective Date

BACKGROUND & JUSTIFICATION:

During budget meetings the Council directed staff to increase the boat launch and parking fees 20 percent. The increases would be as follows:

Launching and retrieving from $25 to $30
Trailer parking from $20 to $25
Parking at Sombrero Beach from $5 per hour of the first 2 hours to $6 per hour for the first 2 hours. Thereafter, from $2 per hour to $2.50 per hour.

The resolution will become effective November 1, 2026 to give staff and Arrive/DBA Cale America Inc. the opportunity to modify signage, the website and the parking app.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	XXX	____
2. Other _____	____	____

FISCAL NOTE:
Revenue from this fee increase is included in the FY27adopted General Fund budget.

RECOMMENDATION: **Council Approve Resolution**

Sponsored by: Council

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AMENDING THE CITY BOAT RAMP USAGE FEES, TRAILER PARKING FEES AND PARKING FEES AT SOMBRERO BEACH AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on March 14, 2023 the City passed a resolution establishing fees for boat ramp usage and beach parking; and

WHEREAS, the City wishes to modify the parking and boat ramp usage fee structure; and

WHEREAS, the costs of operating and maintaining the ramps and Sombrero Beach are currently supported by the City's general revenue fund; and

WHEREAS, a fee of $30.00 to launch in and retrieve, as well as a $25 per day trailer parking would help defray the costs incurred by the City; and

WHEREAS, a fee of $6 for each of the first two hours and $2.50 per hour thereafter for parking at Sombrero Beach would help defray the costs incurred by the City for cleaning and maintenance; and

WHEREAS, a permanent resident of the City of Marathon and Key Colony Beach will continue to be permitted to utilize the existing ramps and parking with a vehicle registered in Marathon or Key Colony at no cost; and

WHEREAS, property owners of residential homes who are not permanent residents also qualify for the free use of these facilities so long as they register with the City; and

WHEREAS, golf carts shall be deemed to be the same as a motor vehicle and are subject to the same fees; and

WHEREAS, the City, or it's agent of the parking management service contracted by the City, shall find that an owner or operator of a vehicle or trailer that has not paid the required fee or violates any other provision of a City Ordinance with regards to use of the facility shall be subject to a fine to be issued by the City or it's parking management service provider; and

WHEREAS, the fines for such violations shall remain at $90.00 per violation at Sombrero Beach, and $200.00 at all boat ramp facilities, with said fines reduced by 50% if paid within 15 days from the notice of violation; and

WHEREAS, if any fines are unpaid and are referred to a third party for collections, the City or it's parking management service provider shall be entitled to recover any and all reasonable collection , administration fees, and attorney fees in addition to the unpaid fines; and

WHEREAS, if an owner or operator of a vehicle or trailer has been assessed four (4) or more violations that remain unpaid, and after notification of the fines to the registered owners of the vehicles, in addition to any other penalties or fines permitted, the vehicle and or trailers may be towed each time thereafter that it is in a metered lot, at the sole expense of the vehicle owner.

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

Section 1. The Council hereby amends the user fee for all City boat ramps of $30 per launch and retrieval; ($30 per one way launch and $30 per retrieval) and a trailer parking fee of $25 per day (no overnight parking). Residents of Marathon and Key Colony Beach and Marathon Property owners are exempted.

Section 2. The Council hereby establishes a parking fee at Sombrero Beach of $6 per hour for each of the first two hours and $2.50 per hour thereafter. Residents of Marathon and Key Colony Beach and Marathon Property owners are exempted.

Section 3. This resolution shall take effect November 1, 2026.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

_____

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

(City Seal)

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

_____
City Attorney

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and City Councilmembers

From: Steven Williams, City Manager

Agenda Item: **Resolution 2026-102,** Ratifying The Collective Bargaining Agreement Between The City Of Marathon, Florida And The Professional Firefighters Of Marathon, International Association Of Firefighters Local 4396; Authorizing The City Manager To Execute The Agreement On Behalf Of The City; And Providing For An Effective Date.

BACKGROUND & JUSTIFICATION:

Representatives from the City and the Local 4396 Union met and negotiated the attached Collective Bargaining Agreement. This agreement is being submitted for your consideration and is the result of many months of well-intended and fair negotiating by both sides.

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan	___	___
2. Other _____		
3. Not applicable____		

FISCAL NOTE:

RECOMMENDATION:

Council approve Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARATHON, FLORIDA AND THE PROFESSIONAL FIREFIGHTERS OF MARATHON, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4396; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Marathon, Florida (the "City"), and the Professional Firefighters of Marathon, International Association of Firefighters Local 4369 (the "Union") negotiated a proposed Collective Bargaining Agreement; and

WHEREAS, the Union membership voted and ratified the proposed Collective Bargaining Agreement by majority vote of the votes cast by the Union members.

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

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

Section 2. The Collective Bargaining Agreement between the City and the Union, a copy of which is attached as Exhibit "A," is hereby approved and ratified. The City Manager is authorized to execute the agreement on behalf of the City.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13th DAY OF OCTOBER, 2026.

THE CITY OF MARATHON, FLORIDA

Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

(City Seal)

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

_____
City Attorney

Exhibit A will be provided when available.

COUNCIL AGENDA STATEMENT

Meeting Date: October 13, 2026

To: Honorable Mayor and Councilmembers

From: Maria Covelli, Grants Coordinator

Through: Steve Williams, City Manager

Agenda Item: **Resolution 2026-103,** Approving Grant Agreement ID# H1496 Between The City And The Florida Division of Emergency Management Mitigation Bureau for updates to the City of Marathon existing Stormwater Master Plan; Appropriating Funds; And Providing For An Effective Date

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BACKGROUND & JUSTIFICATION:

The Florida Division of Emergency Management Mitigation Bureau updates to the City of Marathon's Stormwater Masterplan which hasn't been completed since 2004/2005. The grant amount is $200,000.00. The total cost of the Project is approximately $270,000.00, with the City funding the difference.

ATTACHMENTS
Grant Contract

CONSISTENCY CHECKLIST:	Yes	No
1. Comprehensive Plan – Chapter 8	**X**	____
2. Other: MCTDC grant requirement	**X**	____

FISCAL NOTE:
Revenue from this grant is included in the FY27 adopted Stormwater budget.

RECOMMENDATION: Approval of Resolution

Sponsored by: Williams

CITY OF MARATHON, FLORIDA
RESOLUTION 2026-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA APPROVING FLORIDA DIVISION OF EMERGENCY MANAGEMENT MITIGATION BUREAU GRANT AGREEMENT NO. H1496 (UPDATES TO STORMWATER MASTER PLAN) AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Marathon is responsible for needed capital infrastructure and planning, and

WHEREAS, the City of Marathon submitted a grant request to the FDEM Hazard Mitigation Grant Program; and

WHEREAS, the City was awarded a grant in the amount of $200,000 for the project with the City covering the balance of the $270,000 project; and

WHEREAS, the City of Marathon is required to update plans on a regular basis; and

WHEREAS, the City of Marathon, in good faith, will accept this grant award which can only be reversed with a super majority vote.

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 approves the FDEM Grant Agreement # H1496 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 agreement and expend budgeted funds on behalf of the City.

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13TH DAY OF OCTOBER 2026.

THE CITY OF MARATHON, FLORIDA

_____
Lynny Del Gaizo, Mayor

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Diane Clavier, City Clerk

(City Seal)

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

_____
Steve Williams, City Attorney

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Marathon
PROJECT #:	4673-305-P24
PROJECT TITLE:	City of Marathon Stormwater Master Plan Update
HMGP CONTRACT #:	H1496
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Maria Covelli Grants Coordinator 9805 Overseas Highway Marathon, Florida 33505

Enclosed is your copy of the proposed contract(s)/modification(s) between City of Marathon and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)676-8777 or email me at Davion.dunston@yagroup.com.

Agreement Number: **H1496**

Project Number: **4673-305-P24**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Marathon
Sub-Recipient's unique entity identifier (UEI/FEIN):	GGMEC9JKDAQ8 / 650984873
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 - May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$200,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$200,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$200,000.00
Federal award project description (see FFATA):	Stormwater Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	davion.dunston@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Marathon, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Davion Dunston
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-676-8777
Email: davion.dunston@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Maria Covelli
   Grants Coordinator
   9805 Overseas Highway
   Marathon, Florida 33505
   Telephone: 305-743-0033
   Email: covellim@ci.marathon.fl.us

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$200,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF MARATHON

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 200,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Marathon Stormwater Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Stormwater Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4673-305-P24, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Marathon, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Stormwater Master Plan.

The Sub-Recipient shall create a preliminary Stormwater Master Plan (SWMP), which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There shall be enough detail in the preliminary SWMP to verify the required analysis has been completed. Specifically, the required analysis for the

preliminary SWMP shall include all the Minimum Criteria required for a creditable SWMP under the two categories of Data Inventory and Collection and Stormwater Master Plan Criteria as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of bodies of water that receive stormwater discharges.
    c. Inventory of existing drainage system
    d. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. map of stormwater sewer systems
3. Existing regulations and plans in place for reducing flood risks
    a. Legal Authorities for Municipal Separate Storm Sewer System (MS4).

Stormwater Master Plan Criteria

4. Targeting pollutants of concern:
    a. What pollutants are present.
    b. How they are being monitored and assessed.
    c. How pollutant presence is being reduced.
5. Stormwater control measures:
    a. How construction site runoff is controlled.
    b. Describe stormwater management for areas of new development and redevelopment.
    c. What are the pollution prevention practices.
    d. Describe how illicit discharges are tracked and reported.
    e. Education, outreach, and public involvement.
6. Jurisdiction specific provisions:
    a. Existing land uses-current and future.
    b. Effectiveness of managing stormwater runoff.
    c. Best management scenarios for mitigating stormwater runoff.
7. The community must adopt the final plan.
8. If applicable, SWMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Stormwater Master Plan (SWMP).

b) A separate electronic document listing how and where in the preliminary SWMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the SWMP, and

e) Submit previous SWMP or if no previous SWMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary SWMP and Task 1 Deliverables have been approved. To be approved, the preliminary SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP are intended to be met.

2. Revise Draft Stormwater Master Plan and Submit Completed Stormwater Master Plan.

After receiving feedback from the Division on the preliminary Stormwater Master Plan (SWMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the modeling and SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the SWMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed SWMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed SWMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed SWMP and Task 2 Deliverables have been approved. To be approved, the completed SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name

of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	Due Date
Task 1 – Create Preliminary SWMP based on Initial Flood Modeling; Submit Draft SWMP and additional Task 1 Deliverables	$220,000.00	11 months after beginning of POP
Task 2 – Revise Draft SWMP; Submit Completed SWMP and additional Task 2 Deliverables	$50,000.00	26 months after beginning of POP
Total	**$270,000.00**	

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient

Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P24.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on 03/17/26.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and the Period of Performance shall end on May 31, 2028.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	2	Months
Field Work and Data Collection (Task 1)	5	Months
Initial Flood Modeling (Task 1):	4	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	6	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	5	Months
Division Approval and Closeout	1	Month
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	Project Cost	Federal Cost	Non-Federal Cost
Personnel	$23,660.00	$17,500.00	$6,160.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$246,340.00	$182,500.00	$63,840.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$270,000.00**	**$200,000.00**	**$70,000.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$200,000.00	(74.074074074%)
Non-Federal Share:		$70,000.00	(25.925925926%)
Total Project Cost:		**$270,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Marathon

REMIT ADDRESS: 9805 Overseas Highway

CITY: Marathon STATE: Florida ZIP CODE: 33505

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P24

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1496

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 74.074074074%	Obligated Local Non-Federal 25.925925926%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Marathon PAYMENT #:

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P24

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1496

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF MARATHON

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Marathon **PROJECT #:** 4673-305-P24

PROJECT TYPE: Stormwater Master Plan **CONTRACT #:** H1496

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Marathon
Sub-Recipient's Name

H1496
DEM Contract Number

4673-305-P24
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P24

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 200,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: GGMEC9JKDAQ8

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

CERTIFICATE OF COVERAGE ISSUED ON: 8/27/2026

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: WC FL1 0442900 25-09 COVERAGE PERIOD: 10/01/2025 TO 10/01/2026 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Florida Department of Environmental Protection
3900 Commonwealth Blvd

Tallahassee, Florida 32399

Designated Member
City of Marathon
9805 Overseas Highway
Marathon, Florida 33050

LIABILITY COVERAGE

Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:

Limit: Deductible

Employee Benefits Liability

Limit: Deductible

Employment Practices Liability

Limit: Deductible

Public Officials Liability

Limit: Deductible

Law Enforcement Liability

Limit: Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER: WC FL1 0442900 25-09

Self Insured Workers' Compensation

X **Statutory Workers' Compensation**

X **Employers Liability**
$1,000,000 Each Accident
$1,000,000 By Disease
$1,000,000 Aggregate Disease

PROPERTY COVERAGE

Buildings & Personal Property
Limit: Per Schedule on file with Trust Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Inland Marine – Rented, Borrowed and Leased Equipment
Limit: $0 TIV See Schedule for Deductible

Inland Marine – All other
Limit: $0 TIV See Schedule for Deductible

CRIME COVERAGE

Employee Dishonesty
Limit: Deductible

Forgery or Alteration
Limit: Deductible

Theft Disappearance & Destruction
Limit: Deductible

Computer Fraud
Limit: Deductible

AUTOMOBILE COVERAGE

Automobile Liability
Limit: Deductible
All Owned
Specifically Described Autos
Hired Autos
Non-Owned Autos

Automobile Physical Damage
Comprehensive See Schedule for Deductible
Collision See Schedule for Deductible
Hired Auto with limit of

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE: Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(*This section completed by member's agent, who bears complete responsibility and liability for its accuracy)*:
Certificate of Insurance issued with respect to project - City of Marathon Stormwater Master Plan Update Project 4673-305-P24.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, Florida, 32114

CANCELLATIONS
SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.



AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) *PRINT FORM*

8/27/2026

Florida Department of Environmental Protection
3900 Commonwealth Blvd

Tallahassee, Florida 32399

Re: Coverage Agreement - WC FL1 0442900 25-09
City of Marathon
Effective Date: 10/01/2025 to 10/01/2026

To Whom It May Concern:

Preferred Governmental Insurance Trust is unable to name non-governmental entities as an additional covered party due to Florida Statute 768.28.

Non-governmental entities do not enjoy sovereign immunity protection under Florida law. Coverage through the Preferred Governmental Insurance Trust is predicated upon the concept of sovereign immunity among all its members. Accordingly, entities which are not eligible for sovereign immunity protection under F.S. 768.28 may not be an additional covered party under the Preferred coverage agreement.

We appreciate your understanding.

Margaret E. Gross, CPCU
Director of Underwriting

If Additional Covered Party status was not requested on the attached certificate, the provisions in this letter do not apply.