



**City of Marathon Special Call Meeting**  
**9805 Overseas Hwy., Marathon, FL**  
**Tuesday, May 27, 2025 5:30 P.M.**

**1. Pledge of Allegiance**

**2. Roll Call**

**3. Approval of Agenda and Consent Agenda** (\*Denotes Item Is Passed By Consent Upon Approval of Agenda) Public Comments taken on all times and at 6:30pm time certain for items not on the agenda or as soon as possible thereafter of after the last agenda item; whichever comes first.

**4. City Council Items**

- \*A. Approval of Minutes.....1
- B. City Funding of Nonprofit Organizations.....11
- C. Safe Streets 4 All (SS4A) Presentation and Public Input

**5. Resolutions for Adoption**

**\*A. Resolution 2025-50**, Waiving The City's Purchasing Policies And Procedures And Approving A Sole Source Purchase Of Wastewater Vacuum Sewer Collection Tank For Service Area 3 Wastewater Treatment Facility From FLOVAC, In An Amount Not To Exceed \$217,972.65; Authorizing The City Manager To Execute Purchase Orders Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.....12

**\*B. Resolution 2025-51**, Awarding Project Specific Agreement for Area 3 WWTP Vacuum Tank Replacement to Weiler Engineering Corporation.; Approving A Not To Exceed Amount Of \$123,757.50; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This Work May Qualify For Reimbursement Through A Grant.....18

**6. Adjournment**

ADA Assistance: Anyone needing special assistance at the City meeting due to disability should contact the City of Marathon City Attorney at (305) 289-4130 at least five days prior thereto. Please contact the City Clerk at [clavierd@ci.marathon.fl.us](mailto:clavierd@ci.marathon.fl.us) if you would like to receive any of the items on the agenda by email.

**CALL TO ORDER** - A Meeting of the City Council of Marathon, Florida was held on May 13, 2025, in the Marathon Council Chambers, 9805 Overseas Hwy., Marathon, Florida, Mayor Landry called the meeting to order at 5:30 pm.

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was recited.

**ROLL CALL - There were present:**

Councilmember Del Gaizo

Councilmember Matlock

Councilmember Still

Vice Mayor Smith

Mayor Landry, comprising a quorum.

Also, in attendance were:

City Manager, George Garrett

City Clerk, Diane Clavier

City Attorney, Steve Williams

Deputy City Manager, Brian Bradley

Finance Director, Jennifer Johnson

Planning Director, Brian Shea

Deputy Utilities Director, Libby Soldano

Fire Chief James Muro

Code Director, Ted Lozier

Grants Coordinator, Maria Covelli

Park and Recreation Director, Scott Williamson

MCSO Captain Derek Paul

**APPROVAL OF AGENDA AND CONSENT AGENDA**

Mayor Landry added Rotary July 4<sup>th</sup> approval to serve beer and wine, and a FIRM (Fair Rates For Monroe) discussion under City Council Items. Garrett asked to move Resolution 2025-47 after K under City Manager items and pulled Resolution 2025-48 and will bring it back to the

Council in June. Smith added a discussion on the Ordinance regarding fish cleaning stations. Matlock pulled Resolution 2025-45 from the consent agenda.

**MOTION:** Smith moved to approve the agenda as amended.

**SECOND:** Matlock

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

## **CITY COUNCIL ITEMS**

\*A. Approval of Minutes

B. Sherriff Rick Ramsay – Presentation of a Check for Unused Funds – Captain Derek Paul informed everyone that Monroe County Sherriff's office has returned \$122,978 of excess unused funds to the City.

\*C. 45<sup>th</sup> Annual 7-Mile Bridge Run (April 11, 2026) Approval

\* D. Florida Keys Celtic Festival (January 10th & 11th, 2026) Permission To Sell Beer, Wine And Alcohol, Along With A Waiver Of Fees For Use Of Community Park

E. Rotary Approval to serve beer and wine July 4<sup>th</sup> at Sombrero Beach – the Council gave a head nod of approval

F. FIRM Discussion –Landry asked to pull FIRM off the grant application list and bring back a yearly donation via a Resolution. DelGaizo commented that we would be paying more if FIRM were not fighting for us. Smith commented that last year they were outside of the nonprofit scope, and he would like to continue in this way. Landry asked that the amount be left out of the Resolution, and it can be decided at the next meeting.

G. Fish Cleaning Table – Smith asked that the fish cleaning table height be reviewed and suggested looking at the code to revise the height. Still, Matlock commented she would not be opposed to looking at adjusting the height. Shea informed everyone he would reach out and coordinate with contractors to find out the standard heights.

## **CITY MANAGER REPORT**

\* A. MCSO Marathon Substation Report

\* B. Grants Update

\* C. Building Report

\* D. Park and Recreation Report

\* E. Marathon Fire Rescue Report

\* F. Marina Report

\* G. Code Report

\* H. Wastewater Utilities Report

\* I. Public Works Report

J. SS4A (Safe Streets for All) – Kush Bhagat, Deputy Project Manager for Stantec provided a PowerPoint and explained that a grant was approved through FDOT and the purpose of the study to develop a safety action plan that will align with the Federal Highway Administration's methodology. Bhagat gave an overview of the six-year summary of the

crash data, trends, and locations where injuries occur. Shea informed everyone that there would be a workshop on May 27<sup>th</sup> regarding the polling.

K. Discussion of Future Permitting Issues – Garrett gave an overview of the ROGO issues through the Senate and House bills which would also amend the evacuation times. The final bills were changed to 900 additional units to be issued over the next ten years; one unit per lot. The priority would be the workforce, affordable and owner occupancy with 24-and-a-half-hour evacuation time. Garrett reported a MOU between the jurisdictions would be coming to the Council in a few months. Matlock questioned whether we would be able to modify the ten years to distribute. Garrett explained not without a legislative change. Shea informed everyone the 20 percent affordable must be maintained. Smith commented that once it is signed, we need to do a comprehensive review. Williams explained it is not what the municipalities asked for, we will have a lot to work on. Shea commented that the City was trying to submit a grant to fund the modifications.

**I. Resolution 2025-47, Approving a Design Build Contract with Platform Group, LLC via a Piggy-Back Contract with the City of Ocala for the Construction of A New Skate Park and Associated Improvements in the Amount Not To Exceed \$1,265,800.00; Authorizing The City Manager To Execute A Contract And Expend and Appropriate Funds; And Providing For An Effective Date**

Matt Sexton – gave a background on the planning of the replacement of the aging Skate Park and thanked Council.

Brad Hager – commented he was happy to get to this point in the project. He thanked past and present Council, Matt Sexton and Maria Covelli.

Landry thanked Sexton for his contributions and commented that this will be fantastic for the community.

**MOTION:** Still moved to approve Resolution 2025-47

**SECOND:** Smith

**Vote of the Motion:**

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

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

**QUASI-JUDICIAL PUBLIC HEARINGS** – The clerk swore in speakers and Council stated they did not have exparte communications except for Matlock spoke with the contractor but it would not affect his vote.

**Resolution 2025-37**, Consideration Of A Request By Marathon LLC For An Amendment To A Conditional Use Permit, Pursuant To Chapter 102, Article 13 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Conditional Use Permits”, Authorizing The Development Of A Climate Controlled Storage Facility and Twenty-four (24) Single Family Residential Units Consisting Of Five (5) Parcels Located At 765 107<sup>th</sup> Street Ocean; Which Is Legally Described As Township 66 Range 33 Key Vaccas Part Government Lot 1 and Part Government Lot 2 Part Parcel 3 And Adjacent Bay Bottom South Of And Adjacent Part Government Lot 1 and Lots 1, 2, 3, & 4 Of Seaglass Flats A Plat Of Lands Located In A Part Of Government Lot 1 Section 6 Township 66S Range 33E On Key Vaca City Of Marathon As Recorded In Plat Book and Page 7-97, Monroe County, Florida, Having Real Estate Numbers 00104260-000000, 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400. Nearest Mile Marker 53.

**Resolution 2025-38**, Consideration Of A Request For An Annulment Of A Plat, For Marathon LLC, Pursuant To Chapter 102, Article 10 Of The City Of Marathon Land Development Regulations (“The Code”) Entitled “Subdivision Of Land/Plats And Replats” For The Abandonment Of Seaglass Flats Subdivision; A Plat Of Lands Located In A Part Of Government Lot 1 Section 6 Township 66S Range 33E On Key Vaca City Of Marathon As Recorded In Plat Book and Page 7-97, Monroe County, Florida, Having Real Estate Numbers 00104251-000100, 00104251-000200, 00104251-000300 and 00104251-000400. Nearest Mile Marker 53.

Shea explained the project site of five parcels on 107<sup>th</sup> Street Ocean and the request to amend the conditional use permit for the redevelopment of 24 single family units and a climate-controlled storage facility. Shea reported that 13 market rate rights currently exist on the combined parcels. Shea explained that the Planning Commission recommended approval two to one with conditions as Shea then outlined.

Jim Saunders for the applicant was sworn in. Saunders asked if there were any questions.

Still quoted multiple sections of the comprehensive plan and land development regulations regarding community character and environmental issues. Matlock explained the potential for the neighborhood to have 336 new neighbors every week and that it will affect the welfare of the neighboring areas as well as utilities. There are 15 to 20 boat lifts and parking spaces for five trailer spaces and the development would be a drastic burden for everyone in the neighboring area.

The Mayor called for Speakers

Amy Johnson – spoke against the development and provided photos of dust and debris.

Megan Hughes – spoke against the development

Debra Struyf – spoke against the development

Roger Johnson – spoke against the development

**MOTION:** Matlock moved to deny Resolution 2025-37 based upon our charter

**SECOND:** DelGaizo

Williams explained the motion needed to be more specific. DelGaizo withdrew her second and Matlock withdrew his motion

**MOTION:** Still moved to deny Resolution 2025-37 as the project does not meet Comprehensive plan policy 1-1.1.(a), 1-3.1, and LDR Section 100.02(a)-(m)

**SECOND:** DelGaizo

Saunders asked the Council to table the Resolution. Still stated she did not wish to amend her motion.

**Vote of the Motion:**

Yes: Still, DelGaizo, Matlock, Smith, Landry

No: None

Absent: None

Abstain: None

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

Resolution 2025-38 was removed.

**Citizens Comments on agenda items not scheduled for public hearing and items other than those appearing on the agenda:**

Diane Scott – commented the Sheriff's office was corrupt and they will not investigate her complaints.

**ORDINANCE FOR SECOND PUBLIC HEARING AND ENACTMENT**

**Ordinance 2025-02**, Amending Chapter 18, Article 3 (“Abatement Of Criminal Nuisances”) By Deleting Sections 18-186, 18-187, 18-888, 18-189, And 18-190; Providing For The Repeal Of All Ordinances Or Parts Thereof Found To Be In Conflict; Providing For Severability; Providing For Inclusion In The Code Of Ordinances And Providing For An Effective Date.

Williams informed Council there were no changes from the first hearing.

There were no residents wishing to speak on the item.

**MOTION:** Smith moved to approve Ordinance 2025-02

**SECOND:** Matlock

**Vote of the Motion:**

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

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

**ORDINANCES FOR FIRST PUBLIC HEARING**

**Ordinance 2025-03**, 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; Amending Chapter 110 Definitions Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date.

Shea explained that the proposed ordinance amends the Fire Prevention code in the code of ordinances, and the definitions section in the land development regulations.

Matlock questioned if a tiki could be attached to a home. Chief Muro reported the 5' setback for tiki and chickee structures was set by a previous fire marshal as a policy. This has been consistently applied to the structures obtaining permits as permit conditions. The adoption of the ordinance codifies the policy that has been in place, but the Chief stated he would be open to including an attachment with fire suppression. Landry questioned how often the tikis catch fire. The chief responded that this is now being tracked.

**MOTION:** Matlock moved to approve with the amendment to include the attachment to a home would be allowed with fire suppression for a single-family residence.

**SECOND:** Still

**Vote of the Motion:**

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

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

**Ordinance 2025-04**, Amending Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms Or More)” As Defined Therein; Amending Chapter 110 Article 3 Entitled Defined Terms; Providing For Severability; Providing For The Repeal Of Conflicting Provisions; Providing For The Transmittal Of This Ordinance To The Department Of Commerce After Final Adoption By The City Council; And Providing For An Effective Date. She explained the purpose of the proposed amendment to modify the Land Development Regulations that require that proposed residential development which has more than six bedrooms must be approved through a Conditional Use Permit review and approval. Particularly changing Chapter 104, Article 1, Section 104.51.1 “Single-Family Dwellings (7 Bedrooms or More)” and to change Chapter 110, “Defined Terms,” to modify or add necessary terms related to a change requiring Conditional Use permit approval.

DelGaizo suggested that the ordinance needed further tweaking and then bring it back to the Council. Shea explained that the Council approved a moratorium to address the changes needed to this ordinance based upon previous applications being submitted that did not meet the community character criteria as part of the conditional use review. Staff were given some directions to create a framework for this criterion, and this is the start. Matlock spoke against the large mixed uses; the defense is that you cannot do this and suggested keeping it as a defense mechanism. The council discussed the bedroom’s minimum square footage and closet requirements. Landry suggested bringing this back as a workshop topic.

**MOTION:** Landry moved to table the Ordinance with direction to provide analysis on the proposed options.

**SECOND:** Smith

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

#### **RESOLUTIONS FOR ADOPTION**

**\*A. Resolution 2025-39**, Approval Of The Turf And Landscape Maintenance Agreement With FDOT For The Maintenance Of The US 1 Corridor Within The City Of Marathon; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date.

**\*B. Resolution 2025-40**, Awarding Project Specific Agreement for Area 5 WWTP MBR Tank Expansion to Weiler Engineering Corporation.; Approving A Not To Exceed Amount Of \$171,330.00; Authorizing The City Manager To Execute The Contract And Expend Appropriated Funds On Behalf Of The City; And Providing For An Effective Date. This Work May Qualify For Reimbursement Through A Grant.

**\*C. Resolution 2025-41**, Awarding Project Specific Agreement for Area 3 WWTP Vacuum Tank Replacement to Weiler Engineering Corporation.; Approving A Not To Exceed Amount Of \$123,757.50; Authorizing The City Manager To Execute The Contract And Expend



Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This Work May Qualify For Reimbursement Through A Grant.

**\*D. Resolution 2025-42** Authorizing and Approving A Contract For The Construction Of Phase 1 Force Main For The Deep Injection Well Project to DBE Utility Services In An Amount Not To Exceed \$5,321,846.32; Authorizing The City Manager To Execute The Contract And Appropriate Budgeted Funds On Behalf Of The City; And Providing For An Effective Date.

**\*E. Resolution 2025-43**, Approving a Grant Agreement between the City of Marathon, and the Florida Department of Transportation in the amount of \$250,000.00 For Creation of a Bicycle and Pedestrian Master Plan; Appropriating Funds; And Providing For An Effective Date

**\*F. Resolution 2025-44** Approval Of A Second Amendment To The Existing Contract For Emergency Debris Removal Monitoring Services With Tetra Tech, Inc.; Authorizing The City Manager To Execute The Agreement; And Providing For An Effective Date

**G. Resolution 2025-45** Approving A Work Directive Change With Charley Toppino and Sons For The Marathon Sombrero Blvd Drainage Improvements Project In The Amount Of \$46,074.33; Authorizing The City Manager To Sign The Work Directive Change And To Expend Appropriated Funds; And Providing An Effective Date.

Matlock explained he had a tough time approving this as when the project was bid, the poles were there. Garrett explained it was a question of where they needed to dig; the poles existed, but the FKEC will not let them drill without moving the poles. Matlock commented that the contractor was already asking for additional funding and have not broken ground yet. Smith commented that the plan specifications were not what was in the field, so the plans don't match what is in the ground. Garrett stated it is not our infrastructure; it is FKEC's. DelGaizo questioned if there would be more change orders. Garrett informed the Council he was hopeful there would not be, but nothing is currently in the pipeline.

**MOTION:** Matlock moved to approve and asked that the upcharge of +/- \$2,000 be renegotiated.

**SECOND:** Still

**Vote of the Motion:**

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

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

**H. Resolution 2025-46,** Approving A Contract With Safe Boat In An Amount Of \$476,557.07; Authorizing The Expenditure Of An Additional Amount Of Up To \$125,000 Above The Original Budgeted Amount Of \$375,000; Authorizing The City Manager To Execute The Agreement, And Expend Budgeted Funds; And Providing For An Effective Date.

The Chief explained Marathon Fire Rescue would be the only department with a working fire EMS rescue boat in the County and that there was a range in the pricing from four vendors. The Chief informed everyone that a \$150,000 grant from the State was received to go towards the total purchase price of \$476,557.07. Matlock commented that if tariffs go down, could we have a clause that the price would be reduced.

**MOTION:** Smith moved to approve Resolution 2025-46

**SECOND:** Still

**Vote of the Motion:**

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

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

~~**J. Resolution 2025-48,** Authorizing The Issuance Of A Revolving Line Of Credit Note, Series 2025 In The Principal Amount Of Not To Be Outstanding In Excess Of \$10,000,000 To Finance The Project; Authorizing And Delegating To The Mayor The Sale Of The Note To The Lender Pursuant To The Terms And Conditions Of A Revolving Credit Agreement With The Lender; Approving The Execution And Delivery Of Said Revolving Credit Agreement; Providing Certain Other Matters In Connection With The Issuance Of The Note; And Providing An Effective Date.~~

**\*K. Resolution 2025-49** Authorizing A Purchase Pursuant To The City's Purchasing Policies And Procedures And Approving The Purchase of SCADA computer/software On-Going Maintenance, In An Amount Not To Exceed \$35,000.00; Authorizing The City Manager To Enter Into Agreements In Connection Therewith, Appropriating And Expending Budgeted Funds; And Providing For An Effective Date

**Council Comments**

DelGaizo commented that the Council does not take lightly the issues that come before us, we put a lot of thought into our decisions.

Matlock informed everyone he does not own property in the 107<sup>th</sup> Street development.

Still thanked the public for their participation and thanked the staff and her fellow council members.

Smith commented that it was always a pleasure to serve, thanked Matt Sexton and it was nice to see progress at the park. Smith wished everyone a happy belated mother's day and gave his condolences to Councilmember Still and her family.

Landry congratulated Isabella Sanchez, Shane Edward, and Chris Cameron from the fire EMS department for passing the driver's promotional test. Landry congratulated FWC Captain Dupree and MCSO Captain Hiler on their retirements. Landry reminded everyone of the Pay it Forward event benefitting Marathon High School graduating students at the Elks Lodge. Landry thanked the Council.

### **ADJOURNMENT**

With no further business to come before the Council, Mayor Landry adjourned the meeting at 7:48 pm with unanimous consent.

I certify the above represents an accurate summary of the City Council meeting of May 13, 2025.

\_\_\_\_\_  
Diane Clavier, City Clerk

\_\_\_\_\_  
Date

Record #	Nonprofit Name	Grant Request	Average Amount
NPO-25-1	Forgotten Felines of the Florida Keys	\$ 3,000.00	\$ 2,000
NPO-25-2	Heart of the Keys Rec Association/Marathon Rec Center	\$ 15,000.00	\$ 12,700
NPO-25-3	Special Olympics Florida	\$ 5,000.00	\$ 3,600
NPO-25-4	Autism Society of the Keys	\$ 10,000.00	\$ 2,300
NPO-25-5	Marathon Yacht Club Educational Foundation	\$ 4,000.00	\$ 2,500
NPO-25-6	Crane Point	\$ 8,000.00	\$ 4,500
NPO-25-7	Payton's Promise Sanctuary	\$ 7,200.00	\$ 200
NPO-25-8	Habitat for Humanity of the Middle Keys	\$ 5,000.00	\$ 1,375
NPO-25-9	The Salvation Army	\$ 8,000.00	\$ 2,500
NPO-25-10	United Way of Collier and the Keys	\$ 5,000.00	\$ 1,110
NPO-25-11	Marathon Wild Bird Center	\$ 15,000.00	\$ 3,240
NPO-25-12	Keys AHEC Health Centers	\$ 10,000.00	\$ 4,100
NPO-25-13	Conch Republic Marine Army	\$ 8,450.00	\$ 2,610
NPO-25-14	Zonta Club of Marathon	\$ 3,000.00	\$ 1,640
NPO-25-15	Florida Keys Children's Shelter	\$ 2,500.00	\$ 2,000
NPO-25-16	Grace Jones Community Center	\$ 15,000.00	\$ 12,200
NPO-25-17	Womankind Marathon	\$ 7,500.00	\$ 4,440
NPO-25-18	Education Coalition for Monroe County	\$ 18,000.00	\$ 7,600
NPO-25-19	Keys Area Interdenominational Resources (KAIR)	\$ 10,000.00	\$ 6,900
NPO-25-20	Independence Cay	\$ 10,000.00	\$ 7,100
NPO-25-21	Domestic Abuse Shelter	\$ 25,000.00	\$ 5,100
NPO-25-22	Florida Keys Concert Association	\$ 12,000.00	\$ 200
NPO-25-23	Hammock House	\$ 16,000.00	\$ 10,000
NPO-25-24	Monroe County Education Foundation	\$ 25,000.00	\$ 7,900
NPO-25-25	Marathon Memorial Foundation Corp (Scholarships)	\$ 15,000.00	\$ 4,600
NPO-25-26	Kreative Kids Preschool	\$ 10,000.00	\$ 6,900
NPO-25-27	Literacy Volunteers of America	\$ 5,000.00	\$ 1,860
NPO-25-28	Marathon Community Theater	\$ 9,350.00	\$ 2,800
NPO-25-29	Guidance Care Center, Inc	\$ 10,000.00	\$ 3,100
NPO-25-30	Presents in Paradise	\$ 7,000.00	\$ 3,875
NPO-25-32	Community Coop Preschool	\$ 12,000.00	\$ 7,900
NPO-25-33	Marathon Premier Sailfish Tournament	\$ 5,000.00	\$ 1,500
NPO-25-34	Good Health Clinic	\$ 20,000.00	\$ 5,300
NPO-25-35	Seacamp	\$ 15,000.00	\$ 2,300
NPO-25-36	Save A Turtle	\$ 6,852.00	\$ 1,000
	Total	\$ 362,852.00	\$ 149,000
	Lowest	\$ 2,500.00	
	Highest	\$ 25,000.00	
	Average	\$ 10,367.20	
Request overage		\$ 212,852.00	

## COUNCIL AGENDA STATEMENT



Meeting Date: May 27, 2025

To: Honorable Mayor & Members of the City Council

From: Dan Saus, Utilities Manager

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-50**, Waiving The City's Purchasing Policies And Procedures And Approving A Sole Source Purchase Of Wastewater Vacuum Sewer Collection Tank For Service Area 3 Wastewater Treatment Facility From FLOVAC, In An Amount Not To Exceed \$217,972.65; Authorizing The City Manager To Execute Purchase Orders Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date

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### BACKGROUND & JUSTIFICATION:

The City of Marathon's Service Area 3 WWTP is aging and requires replacement of the vacuum sewage collection tank. This tank serves to provide vacuum to the entire collection system, collects the sewage and transfer pumps pump it up into the treatment facility. The tank cannot be out of service for more than 4-6 hours at a time. This prevents us from performing any major repairs to the tank which currently has several holes in it that are temporarily patched. The plan to replace it includes the purchase of a new fiberglass tank with an abrasion coating on the inside to eliminate the corrosion problems we are seeing with the current tank. We also need to rent a temporary tank to keep the system running during the installation. Proposal is attached as Exhibit 1. Sole source letter attached as Exhibit 2.

The Utilities Director and Operations staff have reviewed the proposal we received and propose recommendation of award. The tank upgrade may qualify for grant funding.

### CONSISTENCY CHECKLIST:

1. Comprehensive Plan
2. Other – 2010 Sewer Mandate
3. Not applicable

Yes	No
<u>X</u>	_____
<u>X</u>	_____
<u>X</u>	_____

### FISCAL NOTE:

The adopted FY25 wastewater utility budget includes appropriations of \$1,890,000 for Service Area 3 upgrades.

### RECOMMENDATION:

Approve Resolution



**City of Marathon Florida**

9805 Overseas Highway  
Marathon, Florida 33050  
Attn: Dan Saus

Ref: Sole Source – Fovac Equipment

May 2025

Dear Mr. Saus,

This letter serves to provide additional information on the proprietary and sole source nature of FLOVAC's Collection Tank, Valves, Controllers and appurtenances specially developed by our company for applications in Vacuum Sewerage Systems.

As a global leader in Vacuum Sewerage Systems, FLOVAC has designed and developed proprietary solutions and systems dedicated to the operation and performance of Vacuum Sewerage Networks, including vacuum station equipment the vacuum valves and collection pits.

Such a system includes design, coatings and fabrication sourced from licensed vendors, individually customized by FLOVAC to incorporate proprietary construction to fit the specific requirements of Vacuum Sewerage Systems.

Furthermore, FLOVAC's unique tank system, due to its proprietary nature, could only be purchased directly from FLOVAC. Additionally, the components of the system incorporating our proprietary technology may not be used or sold without express authorization from FLOVAC.

In the event there are items required for the installation of FLOVAC's collection System that are not of proprietary nature, FLOVAC will promptly advise the City of Marathon

Please feel free to contact me with any additional questions that you may have regarding this matter.

Sincerely,  
**FLOVAC, Inc.**

*Cc: John Radinoff*

A handwritten signature in blue ink, appearing to read "Michael Pringle".

Michael Pringle- CEO

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-50**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, WAIVING THE CITY'S PURCHASING POLICIES AND PROCEDURES AND APPROVING A SOLE SOURCE PURCHASE OF A FIBERGLASS WASTEWATER TREATMENT VACUUM SEWAGE COLLECTION TANK FOR SERVICE AREA 3 FROM FLOVAC, IN AN AMOUNT NOT TO EXCEED \$217,972.65; AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

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

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

**WHEREAS**, the City's wastewater treatment plants and collection systems consist of specialized equipment requiring products and supplies for repairs and maintenance by specified vendors, and FLOVAC is the sole source of the needed fiberglass vacuum sewer collection tank for the City's Service Area 3 wastewater treatment plant as provided by Exhibit "A", which are distributed solely by FLOVAC; and

**WHEREAS**, the City Manager recommends the City Council waive the City's purchasing policies and procedures due to the sole source status of the vendor, FLOVAC, in an amount not to exceed \$217,972.65, as provided on Exhibit "A" for the replacement membranes for Service Area 5.

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

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

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

**Section 3.** The City’s purchasing policies and procedures are hereby waived and the City Council hereby approves sole source purchase of fiberglass vacuum sewer tank from FLOVAC for the City’s wastewater treatment plant three. The City Manager is hereby authorized to execute a purchase with FLOVAC as described in the proposal attached hereto as Exhibit “A,” and expend budgeted funds.

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 27<sup>TH</sup> DAY OF MAY, 2025.**

**THE CITY OF MARATHON, FLORIDA**

\_\_\_\_\_  
**Lynn Landry, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

\_\_\_\_\_  
Steve Williams, City Attorney



Steve Suggs  
**Weiler Engineering**  
 201 W Marion Ave, Unit 1306  
 Punta Gorda, Florida 33950

## **Marathon Area 3 Vacuum Sewer Collection Tank Replacement Project**

**FLOVAC- Scope of Supply Proposal**

**May 1, 2025**

### **Replacement Vacuum Station Collection Tank**

New 5,000 Gallon Fiberglass Collection Tank – Estimated lead time 20 - 30 weeks ARO (may be able to expedite)

- ✓ New Fiberglass Collection Tank manufactured dimensionally per supplied original tank dimensional drawing
- ✓ New Tank Fabricated via Hand Lay-up per NBS PS 15-69 and Contact Molded per ASTM D 4097-19
- ✓ Resin selection, per resin manufacturer, to be Derakane Signia 411 WSR
- ✓ Detailed Collection Tank Approval Drawing will be supplied for approval prior to manufacturing start

**Note:** Derakane 411-350 was requested and the alternate manufacturer option stated above was recommended and the data sheet has been provided for customer review. All existing piping, accessories and electrical wiring required between original collection tank and new collection tank is to be completed by others. Flovac has included 2 weeks, noted below, of site support to the installation contractor, and EOR, to ensure a successful project. Only that material detailed in this quotation is being offered. No assumptions should be made that anything not specifically specified is included.

### **Vacuum Station Bypass Collection Tank Rental**

Rental of Bypass Collection Tank

Flovac will provide, for installation by others, a mild steel collection vessel with suitable volume and connections for bypass of Marathon vacuum station located in Area 3 up to 9 months.

**Note:** The contractor may need to supply a positive displacement pump truck and connections needed between new standpipes and pump truck. Estimated time window for inspection 1 week and operational bypass support.

### **Site Support**

**2 weeks**

Station

- ✓ Provide installation instruction and guidance on supplied equipment, including orientation and best practices for long-term success.
- ✓ Work with contractor on equipment change over planning and support minimizing disruption to the end user.
- ✓ Start up support and training.

**TOTAL PRICE**

**\$ 217,972.65**



**PAYMENT TERMS** (to be agreed upon at time of order)

- 30% due at proposal acceptance
- 40% due at delivery (of major system components)
- 30% due at completion of install (or 180 days after delivery)

**Summary**

We at FLOVAC are incredibly pleased to have the opportunity to assist in the pursuit of continuously improving the operation and reliability of the Marathon Florida vacuum sewerage collection system. We are confident that Flovac supplied equipment, and support will not only make the contractors' lives easier but also ensure a successful project with ongoing support for the contractor and municipality.

Please advise if you have any questions or need any additional information.

Thank you for the opportunity and we look forward to your response.

A handwritten signature in blue ink, appearing to read "Michael Pringle", written over a horizontal line.



**Michael Pringle**

**CEO**

**[www.flovac.com](http://www.flovac.com)**

c.c. Matthew Woodward – Senior Engineer

Stephanie Lambert – Project Manager

COUNCIL AGENDA STATEMENT



Meeting Date: May 27, 2025

To: Honorable Mayor & Members of the City Council

From: Dan Saus, Utilities Manager

Through: George Garrett, City Manager

Agenda Item: **Resolution 2025-51**, Awarding Project Specific Agreement for Area 3 WWTP Vacuum Tank Replacement to Weiler Engineering Corporation.; Approving a not to exceed amount of \$123,757.50; Authorizing The City Manager To Execute The Contract And Expend Budgeted Funds On Behalf Of The City; And Providing For An Effective Date. This work may qualify for reimbursement through a grant.

BACKGROUND & JUSTIFICATION:

The City of Marathon pursuant to the provisions contained in the Continuing Services Agreement dated March 13, 2024, between the City of Marathon and Weiler Engineering Corporation wished to obtain engineering services for Area 3 WWTP Vacuum Tank Replacement (the “Project”).

The Project specific Agreement attached as Exhibit “A” details the Scope of Work and cost breakdown for the construction phase services for the Area 3 WWTP Vacuum Tank Replacement. City staff, consisting of the Utility Director and the Utility Staff, has reviewed the proposal of Weiler Engineering Corporation., and the proposal is reasonable for the work as explained in Exhibit “A”.

CONSISTENCY CHECKLIST:

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

FISCAL NOTE:

The adopted FY25 wastewater utility budget includes appropriations of \$1,890,000 for Service Area 3 upgrades.

RECOMMENDATION:

Approval of Resolution

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-51**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVAL OF A PROJECT SPECIFIC AGREEMENT FOR SERVICE AREA 3 WWTP VACUUM TANK REPLACEMENT PROJECT TO WEILER ENGINEERING CORPORATION IN THE AMOUNT OF \$123,757.50; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (the “City”) and Weiler Engineering Corporation. (the “Contractor”) have entered into a Project Specific Agreement for the Utilities General Consulting; and

**WHEREAS**, the City staff wish to approve A Project Specific Agreement for the Service Area 3 WWTP Vacuum Tank Replacement; and

**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 incorporated herein by this reference.

**Section 2.** The Project Specific Agreement is attached hereto as Exhibit “A”, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney is hereby approved. The City Manager is authorized to approve the change orders to the Project Agreements 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 13<sup>th</sup> DAY OF MAY 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**Lynn Landry, Mayor**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

**ATTEST:**

---

Diane Clavier, City Clerk

(City Seal)

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

---

Steve Williams, City Attorney

**EXHIBIT “A”  
PROJECT SPECIFIC AGREEMENT**

**Area 3 Vacuum Tank Replacement Project**

**PROJECT SPECIFIC AGREEMENT**  
**Between**  
**THE CITY OF MARATHON, FLORIDA**  
**And**  
**The Weiler Engineering Corporation**  
**For**  
**Area 3 Vacuum Tank Replacement Project**

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Weiler Engineering Corporation, (the “Consultant”) dated March 13, 2024; this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

**SECTION 1. SCOPE OF SERVICES**

1.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the “Project Description” included in Exhibit “1.”

1.2 The “Scope of Services and Project Schedule” and tasks to be provided by the CONSULTANT for this Project are those services and tasks as included in Exhibit “1”.

1.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

**SECTION 2. DELIVERABLES**

2.1 As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables as included in Exhibit “2”.

**SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE**

3.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect two years, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The City Manager, in his sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Agreement shall be effective unless authorized by the CITY Council.

3.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the City Manager prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "3". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the CITY in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the CITY the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$ N/A per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this Agreement. When the CITY reasonably believes that completion will be inexcusably delayed, the CITY shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the CITY to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the CITY has withheld payment, the CITY shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

#### **SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION**

4.1 **Compensation.** ~~CITY agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" \$\_\_\_\_\_, plus reimbursable expenses not to exceed \$0. Total not to exceed amount for this Work Authorization is \$\_\_\_\_\_.~~ [ AND, "CITY AGREES TO PAY CONSULTANT COMPENSATION AT CONSULTANT'S HOURLY RATES, UP TO A MAXIMUM AMOUNT NOT TO EXCEED \$123,757.50 PLUS REIMBURSABLE EXPENSES NOT TO EXCEED \$0.00 FOR A MAXIMUM CONTRACT AMOUNT OF \$123,757.50.



4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, courier services, mileage (at a rate approved by the CITY), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the CITY.

## **SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT**

### **5.1 Invoices**

5.1.1 **Hourly Not To Exceed Rate.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the personnel performing the work, the time worked and the total billing in accordance with the Payment Schedule set forth in Exhibit "3" (N/A), to this Project Agreement. Invoices will show the total amount billed against this work authorization and shall not exceed the not-to-exceed amount without authorization from the City. The CITY shall pay CONSULTANT within thirty (30) calendar days of approval by the City Manager of any invoices submitted by CONSULTANT to the CITY.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the CITY for payment to the CONSULTANT is disputed, or additional backup documentation is required, the CITY shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the CITY with additional backup documentation 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 CONSULTANT. The CITY, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the CITY becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the CITY may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the CITY's reasonable satisfaction.

5.4 **Retainage.** The CITY reserves the right to withhold retainage in the amount of five percent (5%) of any payment due to the CONSULTANT for the design until the design is completed. Said retainage may be withheld at the sole discretion of the City Manager or his/her designee and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

5.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the CITY that, upon

receipt from the CITY of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the CITY all documents requested by the CITY evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the CITY by the CONSULTANT.

## **SECTION 6. TERMINATION/SUSPENSION**

6.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the CITY, the CONSULTANT shall indemnify the CITY against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the CITY for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 of this Project Agreement and the provision of Section 6.2 shall apply.

6.2 **For Convenience.** This Project Agreement may be terminated by the CITY for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the CITY and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 5.1 of this Project Agreement. Under no circumstances shall the CITY make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the CITY and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the CITY'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the CITY.

6.4 **Suspension for Convenience.** The CITY shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the CITY, the CONSULTANT shall immediately comply with same. In the event the CITY directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the CITY shall pay to the CONSULTANT its

reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

## **SECTION 7. COMPLIANCE WITH LAW**

7.1 **COMPLIANCE WITH LAWS –** The parties shall comply with all applicable local, state and federal laws and guidelines relating to the services that are subject to this Agreement. Federal regulations apply to all of the City of Marathon contracts using Federal funds as a source for the solicitation of goods and services. The following Federal requirements apply to this Emergency Agreement:

7.2 **ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL:** The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

7.3 **CLEAN AIR AND WATER ACTS:** The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

7.4 **CONTRACT WORK HOURS AND SAFETY STANDARDS:** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and sub grantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

7.5 **COPELAND ANTI-KICKBACK ACT:** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub grants for construction repair).

7.6 **COPYRIGHTS:** The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

7.7 **DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS:** The contractor agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the

performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

**7.8 ENERGY POLICY AND CONSERVATION ACT:** The Contractor shall 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 (Pub. L. 94-163).

**7.9 EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub grantees).

**7.10 REPORTING:**

**7.10.1 Reports Submission:** Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

**7.10.2 Reports Acceptance:** FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

**7.11 RETENTION OF ALL RECORDS:** The Contractor is required to retain all records for three (3) years after grantees or subgrantees make final payments and all other pending matters are closed.

**7.12 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—** Contractors that apply or bid for an award exceeding \$100,000 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.

**SECTION 8 INCORPORATION OF TERMS AND CONDITIONS OF CONTINUING SERVICE AGREEMENT**

8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated **March 13, 2024** between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ANY NEGLIGENCE.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]**

## **SECTION 9 Term/Time of Performance**

9.1 This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for 2 year(s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

9.2 The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

9.3 Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

## **SECTION 10 Project Records**

10.1 All final plans, documents, reports, studies and other data prepared by the Consultant or a subconsultant will bear the endorsement of a person in the full employ of the Consultant or the subconsultant and duly registered in the appropriate professional category.

10.2 After the City's acceptance of final plans and documents, an electronic copy of the Consultant's or the sub consultant's drawings, tracings, plans and maps will be provided to the City at no additional cost to the City.

10.3 Upon completion of any construction by a contractor on a project assigned to Consultant, the Consultant shall furnish acceptable field verified "record drawings" of the work on full sized prints (and/or electronic data file if requested by the City). The Consultant shall signify, by affixing an appropriate endorsement on every sheet of the record sets that the work shown on the endorsed sheets was reviewed by the Consultant.

10.4 The Consultant shall not be liable for use by the City of said plans, documents, studies or other data for any purpose other than stated in the applicable Project Specific Agreement.

10.5 All tracings, documents, data, deliverables, records, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of City, and reproducible copies shall be made available upon request to the City.

10.6 All project records shall be maintained by Consultant and made available upon request of the City of Marathon.

10.7 City at all times for the duration of this Agreement and during the period stated by Florida Records Retention Schedules. During this time period the City Manager or designee have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement, including its financial records. The City may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or designee to any records pertaining to work performed under this Agreement.

## **SECTION 11 Ownership and Access to Public Records.**

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

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.

- 11.3 “Public Records” is defined in Section 119.011(12), Florida Statutes, and includes all documents, papers, letters, photographs, data processing software, or other material, regardless of physical form, made or received in connection with this Agreement.
- 11.4 Should the Consultant assert any exemption to the requirements of Chapter 119 and related law, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the CONSULTANT.
- 11.5 The Consultant consents to the City’s enforcement of the Consultant’s Chapter 119 requirements by all legal means, including, but not limited to, a mandatory injunction, whereupon the Consultant shall pay all court costs and reasonable attorney’s fees incurred by the City.
- 11.6 The Consultant’s failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by the Consultant shall be grounds for immediate unilateral cancellation of this Agreement by the City.
- 11.7 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-743-0033, [CITYCLERK@CI.MARATHON.FL.US](mailto:CITYCLERK@CI.MARATHON.FL.US), OR 9805 OVERSEAS HIGHWAY, MARATHON FLORIDA 33050.**

## **SECTION 12 E-VERIFY**

12.1 **E-Verify System** - Beginning January 1, 2021, in accordance with F.S. 448.095, the Contractor and any subcontractor shall register with and shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the Contract term. Any subcontractor shall provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall comply with and be subject to the provisions of F.S. 448.095



**PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.**

IN WITNESS WHEREOF, the parties have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CONSULTANT:**

**CITY:**

By: Steve Sugg, PE

By: \_\_\_\_\_

Its: Director of Wastewater Engineering

Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Diane Clavier, City Clerk

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

\_\_\_\_\_  
City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.

## **EXHIBIT “1” PROJECT DESCRIPTION**

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 3 Vacuum Tank Replacement Project. The Area 3 vacuum tank has severe corrosion on the interior. The corrosion has caused holes to form in the tank walls where the interior coatings have been compromised. There is also severe corrosion where the tank probes and fittings are attached. The City wishes to replace the existing tank with a new tank constructed of non-corrosive fiberglass with a chemically- and abrasion-resistant coating system applied to the interior.

### **Scope of services will include:**

- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 3 Vacuum Pump Station (VPS).
- Prepare demolition plans for removal of VPS roof and removal of the existing vacuum tank.
- Prepare plans for installation of a temporary vacuum tank to be located outdoors, tapping into the existing incoming vacuum mains.
- Prepare plans for installation of the new tank, replacement of the VPS roof and removal/restoration of the temporary vacuum tank facilities.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the vacuum pump station with new tank.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

## **EXHIBIT “2”**

### **SCOPE OF SERVICES AND PROJECT SCHEDULE**

#### **Description**

Weiler Engineering will assist the City with design, permitting and construction phase services for the Area 3 Vacuum Tank Replacement Project. The Area 3 vacuum tank has severe corrosion on the interior. The corrosion has caused holes to form in the tank walls where the interior coatings have been compromised. There is also severe corrosion where the tank probes and fittings are attached. The City wishes to replace the existing tank with a new tank constructed of non-corrosive fiberglass with a chemically- and abrasion-resistant coating system applied to the interior.

#### **Scope of services will include:**

- Research records archives to find the original design drawings of the existing tank and record drawing of the Area 3 Vacuum Pump Station (VPS).
- Prepare demolition plans for removal of VPS roof and removal of the existing vacuum tank.
- Prepare plans for installation of a temporary vacuum tank to be located outdoors, tapping into the existing incoming vacuum mains.
- Prepare plans for installation of the new tank, replacement of the VPS roof and removal/restoration of the temporary vacuum tank facilities.
- Prepare ITB and technical specifications for the project.
- Attend pre-bid meeting, issue addenda as needed, review bids and prepare a Recommendation of Award.
- Prepare the Notice to Proceed for the construction
- Conduct construction inspections of the progress of the work.
- Witness testing and startup of the vacuum pump station with new tank.
- Respond to requests for information from the Contractor throughout the construction, review of change requests from the Contractor and make recommendation to the City regarding change order requests
- Review and recommend approval for applications for payment
- Prepare Certification of Substantial Completion and Final Punch List. Verify completion of Final Punch List corrections.
- Prepare Certification of Completion of Construction and review project close-out documents provided by the Contractor.

#### **Deliverables will include:**

- Copies of reviewed and approved Contractor pay applications.
- Copies of approved shop drawings and product data submittals
- Copies of any change orders or work directives associated with the construction

#### **Anticipated Project Schedule**

CONSULTANT will begin work upon acceptance of this PSA and will continue until final acceptance of the Area 3 Vacuum Tank Replacement Project by the City.

**EXHIBIT “3”  
CONSULTANT’S HOURLY RATES**

Company: The Weiler Engineering Corporation
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<i><b>Title</b></i>	<i><b>Rate</b></i>
<i>Principal in Charge</i>	<i>\$210.00</i>
<i>Expert Witness</i>	<i>\$280.00</i>
<i>Registered Professional Engineer (P.E.)</i>	<i>\$165.00</i>
<i>Environmental Scientist</i>	<i>\$160.00</i>
<i>Mining Specialist PhD (non-P.E.)</i>	<i>\$160.00</i>
<i>Project Manager</i>	<i>\$160.00</i>
<i>Structural Manager</i>	<i>\$155.00</i>
<i>Senior Planner</i>	<i>\$140.00</i>
<i>Registered Engineer Intern (E.I.)</i>	<i>\$140.00</i>
<i>Certified Floodplain Manager (CFM)</i>	<i>\$140.00</i>
<i>Plans Examiner</i>	<i>\$130.00</i>
<i>Structural Inspector</i>	<i>\$130.00</i>
<i>Code Inspector</i>	<i>\$130.00</i>
<i>Senior Construction Inspector</i>	<i>\$115.00</i>
<i>Senior Engineering Designer</i>	<i>\$115.00</i>
<i>Engineering Designer</i>	<i>\$100.00</i>
<i>Construction Inspector</i>	<i>\$100.00</i>
<i>Engineering Technician</i>	<i>\$90.00</i>
<i>Structural Technician</i>	<i>\$90.00</i>
<i>Field Technician</i>	<i>\$90.00</i>
<i>Clerical</i>	<i>\$60.00</i>

**Reimbursable Expenses:**

<i>Vellums</i>	<i>\$10.00 / each</i>	<i>(24 x 36)</i>
<i>Mylars</i>	<i>\$25.00 / each</i>	<i>(24 x 36)</i>
<i>Blue Prints / Sheet</i>	<i>\$2.80 / each</i>	<i>(24 x 36)</i>
<i>Copies</i>	<i>\$0.30 / each</i>	<i>(11 x 17)</i>
<i>Copies</i>	<i>\$0.20 / each</i>	<i>(8 ½ x 14)</i>
<i>Copies</i>	<i>\$0.15 / each</i>	<i>(8 ½ x 11)</i>
<i>Travel *</i>	<i>Cost plus 15%</i>	
<i>Overnight mail</i>	<i>Cost plus 15%</i>	
<i>Other Reimbursable Expenses</i>	<i>Cost plus 15%</i>	

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