



Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, December 12, 2023
4:00 PM

AGENDA

Board of Commissioners Meeting
103355 Overseas Highway
Key Largo, FL 33037

Meeting link for computer, tablet, or
smartphone.

www.gotomeet.me/KLWTDclerkboard-meeting

(Toll Free): 1 877 309 2073
(646) 749-3129

Access Code: 587-583-005

BOARD MEMBERS:

Nicolas Rodriguez	Chairman
Timothy Maloney	Vice Chairman
Susan Heim	Secretary-Treasurer
Robert Majeska	Commissioner
Philip Schwartz	Commissioner

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

MISSION STATEMENT:

"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."

Please mute cell phones.

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
G. GENERAL MANAGER	
H. CUSTOMER SERVICE	
I. IT	
1. ADA Website PDF Remediation for KLWTD	4
J. BUDGET AND FINANCE	
1. Budget and Finance Report – October 2023	6
2. 4th Quarter Fiscal Year 2023 Financial Reports	9
K. FIELD	
L. PLANT/FACILITIES	
1. Plant/Facilities Report – October 2023	19
M. CAPITAL PROJECTS	
1. KLWTD Filtration Upgrade CO #3 Piping Owner Direct Purchase (Deductive)	22

N. ENGINEERING

O. LEGAL

- | | |
|--|----|
| 1. Reversal of Waiver - AK# 1614548 (Reso. 19-2023)
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE DISTRICT") APPROVING THE REQUEST BY GREY PROPERTIES LLC ("THE OWNER") FOR REINSTATEMENT OF WASTEWATER SERVICE TO TAX PARCEL 00496630-000000; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE. | 27 |
| 2. General Counsel Agreement | 39 |
| 3. General Manager Agreement | 43 |
| 4. Financial Director Agreement | 47 |

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: I-1

Action Required:
Yes

Department:
IT

Sponsor:
ENS

Subject:
ADA Website PDF Remediation For KLWTD

Summary:
ENS will present a recommendation for ADA Website PDF Remediation.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. ENS Memo/Recommendation

Approved By:  Date: 12/7/2023
General Manager

ADA Website PDF Remediation For KLWTD

Prepared by ENS: David Soper and Manny Santana

Background:

To ensure ADA compliance throughout the KLWTD website ENS has been meeting with various vendors that have expertise in these services. Link2City is the current provider and has remediated most of the ADA compliance on the website. The outstanding item for discussion is regarding the PDF's that are uploaded to the site by staff. In order to ensure 100% ADA compliance these documents will need to be made ADA compliant. This is a labor-intensive endeavor that requires a certain level of expertise and training. Each year there are approximately 1,500 pages that are uploaded. These consist of agendas, minutes, and resolutions. Currently the district has these documents available on the website from the year 2002 through 2023. We estimate the total number of documents to be 25,000 or so.

ENS has met with several vendors that specialize in ADA compliance to discuss and provide options for mitigating the documents from November 2022 through November 2023. In addition, provide guidance for KLWTD to ensure moving forward KLWTD staff are capable of creating and maintaining the ADA compliance on these documents. We also discussed options for mitigating previous years documents.

Each vendor charges a per page fee for ensuring ADA compliance. The pricing is provided below.

Please note that this is not for the full 25,000 pages spanning the last 21 years it is just for the time period between 11/22 through 11/23. One year's worth. The pricing below is preliminary and ENS intends to negotiate the best rate possible.

Pricing:

1. Streamline: \$10,080.00 (Approx. \$7.00 per page)
2. Link2city: \$10,692.00 (Approx. \$7.42 per page)
3. Accessibly: \$12,996.00 (Approx. \$9.04 per page)
4. Userway: \$11,858.00 (Approx. \$8.24 per page)
5. CivicsPlus: Does not offer PDF remediation

Recommendation:

Given the competitive pricing, the ease of their solution, and the history in working with KLWTD ENS recommends Link2city as the most favorable option if the district chooses to move forward with this project. Moving forward, ensure the district is able to create and maintain ADA compliant documents for uploading to the site.

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance Sponsor: Connie Fazio

Subject:
Budget and Finance Report - October 2023

Summary:
Ms. Fazio will present the Budget and Finance Report monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 12/7/2023
General Manager

October 2023

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$8,611,738.33

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$570,143.86	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$1,706.55	
Islamorada Revenue	\$115,593.42	
Interest Income	\$109,491.59	
Misc. Revenue (includes Stewardship Reimbursement)	\$1,491,688.81	
District Expenditures (checks written)		\$1,917,692.38
Payroll		\$146,035.94
Total:	\$2,288,624.23	\$2,063,728.32

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
Nov. 2021	10,127 (9,234 Residential 893 Commercial)	\$629,299.45	Nov. 2022	10,124 (9,233 Residential 891 Commercial)	\$685,127.26
Dec. 2021	10,113 (9,218 Residential 895 Commercial)	\$621,823.46	Dec. 2022	10,114 (9,224 Residential 890 Commercial)	\$628,476.82
Jan. 2022	10,116 (9,216 Residential 900 Commercial)	\$650,127.44	Jan. 2023	10,129 (9,236 Residential 893 Commercial)	\$604,896.94
Feb. 2022	10,126 (9,236 Residential 890 Commercial)	\$649,323.02	Feb. 2023	10,123 (9,239 Residential 884 Commercial)	\$600,360.56
March 2022	10,142 (9,271 Residential 871 Commercial)	\$603,196.84	March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71
April 2022	10,178 (9,285 Residential 893 Commercial)	\$705,173.78	April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07
May 2022	10,149 (9,256 Residential 893 Commercial)	\$669,021.50	May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94
June 2022	10,141 (9,258 Residential 895 Commercial)	\$443,338.57	June 2023	10,164 (9,281 Residential 883 Commercial)	\$610,223.04
July 2022	10,131 (9,239 Residential 892 Commercial)	\$870,866.27	July 2023	10,140 (9,260 Residential 880 Commercial)	\$644,707.07
August 2022	10,144 (9,246 Residential 898 Commercial)	\$668,479.05	August 2023	10,167 (9,282 Residential 885 Commercial)	\$599,881.28
Sept. 2022	10,119 (9,229 Residential 890 Commercial)	\$624,324.13	Sept. 2023	10,141 (9,258 Residential 883 Commercial)	\$693,024.47
Oct. 2022	10,120 (9,230 Residential 890 Commercial)	\$590,167.00	October 2023	Stats N/A FKAA Billing not received as of 11/3/23	570,143.86
Total Revenue from Nov 2021 through Oct 2022		\$7,725,140.51	Total Revenue from Nov 2022 Through Oct 2023		\$7,537,804.02

September 2023 (latest month available from FKAA)

CC Total Payment to FKAA

\$278,568.74

CC Total x 2.5% Fee total cost to KLWTD

\$ 6,964.22

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: J-2

Action Required:
No

Department:
Budget and Finance

Sponsor:
Peter Rosasco

Subject:
4th Quarter Fiscal Year 2023 Financial Reports

Summary of Discussion:

The 4th Qtr FY23 financial reports will be presented to the board.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. Stmt of Net Position/Balance Sheet at 9/30/23
2. Revenue & Expenditure Report at 9/30/23

Approved By:  Date: 12/7/2023
General Manager



**KLWTD STATEMENT OF NET POSITION / BALANCE SHEET
PERIOD ENDING 9/30/2023**

GL Number	Description	Balance
Fund 401 - GENERAL FUND		
*** Assets ***		
Cash		
1	401-0000-101.000.11 First State Bank Acct-3292	2,488,089.78
2	401-0000-101.000.14 Centennial Gen Op 1084	11,447,451.40
3	401-0000-101.000.15 Centennial Payroll 1092	271,584.18
4	401-0000-101.000.16 Centennial Debt Svc 1108	1,806,537.70
5	401-0000-101.000.17 Centennial R&R 1116	12,751,920.85
6	401-0000-102.000.00 Petty Cash	8,000.00
	Cash	28,773,583.91
Accounts Receivable		
7	401-0000-115.000.01 Accounts Receivable	47,580.84
8	401-0000-131.000.00 Due From Other Governments	3,852,107.48
9	401-0000-131.000.02 Due From Monroe County ILA	5,706,719.10
	Accounts Receivable	9,606,407.42
Fixed Assets		
10	401-0000-162.900.00 Buildings	3,015,701.24
11	401-0000-166.900.00 Equipment & Furniture - Office & Field	105,516.94
12	401-0000-166.900.01 Equipment & Furniture - Computer	359,866.28
13	401-0000-166.900.02 Equipment & Furniture - Tools	185,781.53
14	401-0000-166.900.03 Equipment & Furniture - Plant Office/Lab	13,014.20
15	401-0000-166.900.04 Equipment & Furniture - Main Office	46,227.30
16	401-0000-166.900.05 Equipment & Furniture - Plant Equipment	876,355.34
17	401-0000-170.900.00 Collection Facilities	116,011,496.12
18	401-0000-170.900.01 Treatment Facilities	42,042,642.67
19	401-0000-170.900.03 Vehicles	510,798.26
20	401-0000-170.950.00 Accumulated Depreciation	(52,428,146.69)
	Fixed Assets	110,739,253.19
Other Assets		
21	401-0000-155.000.00 Prepaid Insurance	11,834.79
22	401-0000-155.000.01 Prepaid Assets	48,731.38
23	401-0000-156.000.00 Deposits	58,295.00
24	401-0000-161.900.00 Land	2,012,494.19
25	401-0000-169.900.00 Construction In Progress	3,783,758.72
	Other Assets	5,915,114.08
	Total Assets	155,034,358.60

GL Number	Description	Balance
*** Liabilities ***		
Accounts Payable		
26 401-0000-202.000.00	Accounts Payable	789,394.69
	Accounts Payable	789,394.69
Liabilities-ST		
27 401-0000-205.000.00	Retainage Payable	114,160.23
28 401-0000-216.000.00	Accrued Payroll	34,098.20
29 401-0000-217.000.01	Accrued Taxes Payable	12,428.89
30 401-0000-229.000.00	Health & Optional Withholdings	11,522.13
31 401-0000-231.000.00	Workers Compensation Insurance	2,128.78
	Liabilities-ST	174,338.23
Liabilities-LT (over 1 year)		
32 401-0000-203.900.00	SRF Loan - KLNC 01P	8,611,738.33
	Liabilities-LT (over 1 year)	8,611,738.33
Other Liabilities		
33 401-0000-210.900.00	Accrued Compensated Absences	102,878.09
34 401-0000-237.000.00	Other Post Empl Benefit (OPEB) Liability	25,865.00
35 401-0000-237.000.01	Deferred Inflows of Resources-OPEB	93,790.00
	Other Liabilities	222,533.09
	Total Liabilities	9,798,004.34
*** Fund Balance ***		
	Ending Fund Balance	145,236,354.26



KLWD UNAUDITED REVENUE AND EXPENDITURE REPORT
PERIOD ENDING 09/30/2023
4th Quarter FY2023

GL NUMBER	DESCRIPTION	YTD BALANCE 09/30/2023	2022-23 ADOPTED BUDGET	% BDGT USED	
Fund 401 - GENERAL FUND					
Revenues					
Dept 0000 - Non-Departmental					
1	401-0000-325.100.00	Non Ad Valorem Assessments	3,464,219.03	3,265,000.00	106.10
2	401-0000-343.500.00	Wastewater Service Revenue	7,695,681.67	7,410,000.00	103.86
3	401-0000-343.550.01	Islamorada Wastewater Flow Revenue	1,369,779.80	1,315,000.00	104.17
4	401-0000-343.550.02	Salinity Surcharge - Islamorada	48,607.18	0.00	100.00
5	401-0000-343.550.03	Islamorada Insurance Surcharge	52,588.38	43,000.00	122.30
6	401-0000-343.600.00	Monroe County ILA	2,125,000.00	2,125,000.00	100.00
7	401-0000-361.100.00	Interest Income	781,952.13	175,000.00	446.83
8	401-0000-369.900.00	Miscellaneous Revenues	76,386.20	50,000.00	152.77
Total Dept 0000 - Non-Departmental			15,614,214.39	14,383,000.00	108.56
Dept 5900 - CAPITAL IMPROVEMENTS					
9	401-5900-325.100.01	SDC Prepayments	40,160.57	150,000.00	26.77
10	401-5900-334.350.01	ACOE Grant Revenue	1,990,000.00	2,000,000.00	99.50
11	401-5900-334.350.02	Stewardship Grant	3,520,274.64	6,475,000.00	54.37
12	401-5900-389.000.00	Cash on Hand	0.00	842,792.00	0.00
13	401-5900-389.000.01	Planned Use of Reserves	0.00	1,132,000.00	0.00
Total Dept 5900 - CAPITAL IMPROVEMENTS			5,550,435.21	10,599,792.00	52.36
TOTAL REVENUES			21,164,649.60	24,982,792.00	84.72
Expenditures					
Dept 0000 - Non-Departmental					
14	401-0000-581.000.01	Transfer to Repair & Replacement Fund	1,200,000.00	1,200,000.00	100.00
15	401-0000-581.000.04	Insurance Reserves - Self Insurance	1,060,000.00	1,060,000.00	100.00
16	401-0000-720.000.00	Debt Service Transfer	1,505,953.75	1,558,961.00	96.60
Total Dept 0000 - Non-Departmental			3,765,953.75	3,818,961.00	98.61
Dept 5130 - ADMINISTRATIVE					
17	401-5130-110.000.00	Payroll-Board Meeting Compensation	53,067.54	62,433.00	85.00
18	401-5130-120.000.00	Payroll-Administration	480,576.75	482,243.00	99.65
19	401-5130-210.000.00	Payroll Taxes	39,903.73	41,668.00	95.77
20	401-5130-220.000.00	Retirement Contributions	19,176.53	32,681.00	58.68
21	401-5130-230.000.00	Group Health Premiums	61,997.48	79,250.00	78.23
22	401-5130-230.001.00	Employee Benefit Administration Fees	0.00	500.00	0.00
23	401-5130-230.002.00	Group Life Insurance	781.90	905.00	86.40
24	401-5130-240.000.00	Workers Compensation Insurance	1,001.94	1,518.00	66.00
25	401-5130-250.000.00	Unemployment Compensation	0.00	10,000.00	0.00
26	401-5130-311.000.00	Professional Services: Website & Misc.	13,361.99	6,700.00	199.43
27	401-5130-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	1,390.51	1,500.00	92.70
28	401-5130-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	2,130.00	3,000.00	71.00
29	401-5130-311.000.03	Prof. Svcs: Managed IT Services	23,109.00	23,100.00	100.04
30	401-5130-311.000.05	Professional Svcs: NWPS 457(b) Admin Fee	0.00	3,500.00	0.00
31	401-5130-311.000.07	Professional Svcs: IT Security Svcs	22,080.00	22,080.00	100.00
32	401-5130-311.000.11	Professional Services: Safety Training	475.00	0.00	100.00

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
33	401-5130-311.000.14	Professional Svcs: Mobile Device Mgmt	2,465.00	3,570.00	69.05
34	401-5130-311.002.00	Professional Svcs: FCAA Billing Services	282,727.61	265,000.00	106.69
35	401-5130-311.003.00	Professional Svcs: Tax Collector Fees	6,181.78	11,000.00	56.20
36	401-5130-311.005.00	Professional Svcs: Tax Roll Svc	1,350.00	1,500.00	90.00
37	401-5130-311.006.00	Professional Svcs: Engineering	357.50	20,000.00	1.79
38	401-5130-312.000.01	Professional Svcs: Lobbyists-Henderson	60,100.00	60,100.00	100.00
39	401-5130-312.000.02	Professional Svcs: Lobbyists-Hicks	45,000.00	45,000.00	100.00
40	401-5130-313.001.13	Professional Svcs: Legal-General Counsel	90,000.00	90,000.00	100.00
41	401-5130-313.001.14	Professional Svcs: Legal-Outside Counsel	0.00	10,000.00	0.00
42	401-5130-320.000.01	Professional Svcs: Accounting/Audit Svcs	36,250.00	36,250.00	100.00
43	401-5130-320.000.02	Professional Svcs: Finance Director	81,000.00	81,000.00	100.00
44	401-5130-320.000.03	Professional Svcs: General Manager Svcs.	141,999.96	142,000.00	100.00
45	401-5130-341.000.02	BSA Software	19,841.00	22,000.00	90.19
46	401-5130-341.000.04	GIS Services (ESRI)	10,000.00	10,200.00	98.04
47	401-5130-341.000.05	Email Applications/Microsoft/Google Apps	13,069.11	15,615.00	83.70
48	401-5130-341.000.11	Document Management (M-Files)	14,400.42	2,500.00	576.02
49	401-5130-400.000.01	General Manager Travel & Training	7,661.87	12,000.00	63.85
50	401-5130-400.000.02	Clerk Travel & Training	648.30	2,500.00	25.93
51	401-5130-400.000.03	Other Travel & Training	16,091.85	18,000.00	89.40
52	401-5130-410.000.02	Advanced Cellular Svc / AT&T FirstNet	4,972.69	5,500.00	90.41
53	401-5130-410.000.04	Internet (Comcast & AT&T)	6,152.88	6,200.00	99.24
54	401-5130-410.000.05	Telephones (AT&T)	8,944.98	7,000.00	127.79
55	401-5130-410.000.07	VOIP	2,904.00	3,600.00	80.67
56	401-5130-410.000.08	GPS / Fleet Services	234.00	275.00	85.09
57	401-5130-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADE	6,150.09	3,500.00	175.72
58	401-5130-411.000.03	IT: Software and Software Upgrades	15,536.97	15,500.00	100.24
59	401-5130-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	15,131.25	17,000.00	89.01
60	401-5130-420.000.00	Postage & Delivery Expense	1,214.01	2,700.00	44.96
61	401-5130-430.000.00	Water (Utility)-District Office	358.82	500.00	71.76
62	401-5130-432.000.00	Facility Cleaning	18,360.00	19,000.00	96.63
63	401-5130-432.001.00	Solid Waste	1,055.44	1,825.00	57.83
64	401-5130-435.000.00	Electricity	4,126.17	5,000.00	82.52
65	401-5130-440.000.00	Rents & Leases	0.00	1,000.00	0.00
66	401-5130-450.000.00	Insurance (excluding W-Comp & Health)	333,797.02	320,666.00	104.09
67	401-5130-460.000.01	Repairs & Maintenance: Grounds Keeping	6,650.00	3,000.00	221.67
68	401-5130-460.000.02	Repairs & Maintenance: Vehicles	373.50	2,000.00	18.68
69	401-5130-460.000.04	Repairs & Maintenance: Bldgs & Equip	6,392.71	6,000.00	106.55
70	401-5130-470.000.00	Copier	6,150.02	6,600.00	93.18
71	401-5130-480.000.00	Advertisements	6,551.66	5,000.00	131.03
72	401-5130-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
73	401-5130-492.000.00	Bank Fees	0.00	500.00	0.00
74	401-5130-510.000.01	Office Supplies	12,346.03	12,000.00	102.88
75	401-5130-510.000.02	Printings	1,634.31	3,000.00	54.48
76	401-5130-510.000.03	Office Furnishings	1,598.91	2,500.00	63.96
77	401-5130-520.000.01	Employee Clothing/Uniforms	942.85	1,200.00	78.57
78	401-5130-520.007.00	Regulatory, Permit & Recording Fees	1,104.10	1,000.00	110.41
79	401-5130-520.010.02	Fuel: Vehicles	50.65	1,200.00	4.22
80	401-5130-521.000.00	Board: Travel, Admin, Office Supplies	5,975.69	6,000.00	99.59
81	401-5130-540.000.02	Clerk Dues	370.00	350.00	105.71
82	401-5130-540.000.03	Other Dues and Subscriptions	4,385.33	3,000.00	146.18
83	401-5130-640.000.04-2022-007	Capital Outlay: Admin Parking Lot & Side	14,043.13	0.00	100.00
84	401-5130-645.000.00	Capital Outlay: IT Equipment	6,978.40	3,000.00	232.61
Total Dept 5130 - ADMINISTRATIVE			2,042,682.38	2,086,929.00	97.88

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
Dept 5351 - PLANT					
85	401-5351-120.000.00	Payroll-Plant	413,951.61	430,738.00	96.10
86	401-5351-210.000.00	Payroll Taxes	31,011.21	32,951.00	94.11
87	401-5351-220.000.00	Retirement Contributions	13,655.99	25,844.00	52.84
88	401-5351-230.000.00	Group Health Premiums	71,397.50	79,250.00	90.09
89	401-5351-230.002.00	Group Life Insurance	466.80	494.00	94.49
90	401-5351-240.000.00	Workers Compensation Insurance	9,210.54	9,500.00	96.95
91	401-5351-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	320.88	1,600.00	20.06
92	401-5351-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	4,280.00	7,293.00	58.69
93	401-5351-311.000.03	Prof. Svcs: Managed IT Services	23,109.00	23,100.00	100.04
94	401-5351-311.000.11	Professional Services: Safety Training	1,445.00	720.00	200.69
95	401-5351-311.006.00	Professional Services: Engineering	63,011.25	65,000.00	96.94
96	401-5351-311.006.01	Engineering: Islamorada Misc Engineering	3,263.75	1,500.00	217.58
97	401-5351-400.000.00	Training, Education & Travel	2,260.94	10,000.00	22.61
98	401-5351-410.000.02	Advanced Cellular Svc / AT&T FirstNet	1,732.99	1,850.00	93.68
99	401-5351-410.000.04	Internet (Comcast & AT&T)	6,152.88	6,200.00	99.24
100	401-5351-410.000.05	Telephones (AT&T)	19,106.43	17,000.00	112.39
101	401-5351-410.000.08	GPS / Fleet Services	234.00	275.00	85.09
102	401-5351-410.000.09	Radios / P25 MCSO Agreement	588.06	750.00	78.41
103	401-5351-410.000.10	Plant Gate Data Service	695.40	750.00	92.72
104	401-5351-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADE	3,135.94	3,500.00	89.60
105	401-5351-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	13,122.41	13,500.00	97.20
106	401-5351-420.000.00	Postage & Delivery Expense	21,369.83	25,000.00	85.48
107	401-5351-430.000.00	Water- Plant	3,856.02	7,500.00	51.41
108	401-5351-432.000.00	Facility Cleaning	4,160.00	4,500.00	92.44
109	401-5351-432.001.00	Solid Waste	10,589.26	9,000.00	117.66
110	401-5351-435.000.00	Electricity - Plant	434,240.62	465,000.00	93.39
111	401-5351-440.000.00	Rents & Leases	3,822.35	5,000.00	76.45
112	401-5351-460.000.01	Repairs & Maintenance: Grounds Keeping	4,000.00	4,000.00	100.00
113	401-5351-460.000.02	Repairs & Maintenance: Vehicles	666.22	1,000.00	66.62
114	401-5351-460.000.03	Repairs & Maintenance: Equipment	297,854.92	340,000.00	87.60
115	401-5351-460.000.04	Repairs & Maintenance: Buildings	42,154.89	30,000.00	140.52
116	401-5351-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
117	401-5351-510.000.01	Office Supplies	2,220.12	2,500.00	88.80
118	401-5351-510.000.03	Office Furnishings	672.24	1,500.00	44.82
119	401-5351-511.000.00	Safety Supplies	1,756.32	3,500.00	50.18
120	401-5351-520.000.00	Employee Uniforms / Clothing	1,341.57	2,000.00	67.08
121	401-5351-520.001.00	Lab Services (sample analysis)	43,800.00	50,000.00	87.60
122	401-5351-520.002.00	Sludge Handling	599,690.72	720,000.00	83.29
123	401-5351-520.003.00	Chemicals	790,510.72	816,000.00	96.88
124	401-5351-520.004.00	Lab Supplies	25,729.05	40,000.00	64.32
125	401-5351-520.005.00	Supplies & Tools (plant operations)	9,859.08	12,000.00	82.16
126	401-5351-520.006.00	Immunizations	0.00	1,200.00	0.00
127	401-5351-520.007.00	Regulatory/ Permit Fees	10,000.00	3,400.00	294.12
128	401-5351-520.010.01	Fuel: Equipment	341.22	1,000.00	34.12
129	401-5351-520.010.02	Fuel: Vehicles	344.85	1,500.00	22.99
130	401-5351-520.010.03	Fuel: Generators	2,806.86	3,000.00	93.56
131	401-5351-540.000.00	Dues & Subscriptions	0.00	400.00	0.00
132	401-5351-644.000.00	Mechanical Integrity Testing Project	127,732.76	0.00	100.00
133	401-5351-645.000.00	Capital Outlay - Computer Equipment	8,625.00	3,000.00	287.50
Total Dept 5351 - PLANT			3,130,297.20	3,285,815.00	95.27

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
Dept 5352 - FIELD					
134	401-5352-120.000.00	Payroll-Field	1,013,347.76	1,007,106.00	100.62
135	401-5352-210.000.00	Payroll Taxes	76,546.05	77,044.00	99.35
136	401-5352-220.000.00	Retirement Contributions	44,838.17	60,426.00	74.20
137	401-5352-230.000.00	Group Health Premiums	166,682.55	184,918.00	90.14
138	401-5352-230.002.00	Group Life Insurance	1,131.25	1,151.00	98.28
139	401-5352-240.000.00	Workers Compensation Insurance	22,174.29	20,000.00	110.87
140	401-5352-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	1,892.16	2,500.00	75.69
141	401-5352-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	21,505.30	19,240.00	111.77
142	401-5352-311.000.03	Prof. Svcs: Managed IT Services	23,109.00	23,100.00	100.04
143	401-5352-311.000.11	Professional Services: Safety Training	2,535.00	2,000.00	126.75
144	401-5352-311.006.00	Professional Services: Engineering	62,465.28	75,000.00	83.29
145	401-5352-311.006.01	Sea Level Rise Engineering Fees	11,957.50	0.00	100.00
146	401-5352-341.000.06	GPServ/Trimble	3,845.77	1,900.00	202.41
147	401-5352-341.000.13	GIS Upgrade	63,760.00	45,840.00	139.09
148	401-5352-400.000.00	Training, Education & Travel	14,694.48	11,000.00	133.59
149	401-5352-410.000.02	Advanced Cellular Svc / AT&T FirstNet	6,106.74	7,000.00	87.24
150	401-5352-410.000.04	Internet (Comcast & AT&T)	17,750.55	15,000.00	118.34
151	401-5352-410.000.05	Telephones (AT&T)	29,469.62	46,600.00	63.24
152	401-5352-410.000.08	GPS / Fleet Services	2,589.60	2,808.00	92.22
153	401-5352-410.000.09	Radios / P25 MCSO Agreement	2,646.27	3,750.00	70.57
154	401-5352-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADE	1,074.48	3,500.00	30.70
155	401-5352-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	17,337.88	14,500.00	119.57
156	401-5352-430.000.01	Water- Vac Station A	552.96	350.00	157.99
157	401-5352-430.000.02	Water- Vac Station D	271.75	350.00	77.64
158	401-5352-430.000.03	Water- Vac Station F	278.67	300.00	92.89
159	401-5352-430.000.04	Water- Vac Station G	927.80	350.00	265.09
160	401-5352-430.000.05	Water- Vac Station I - house	274.51	400.00	68.63
161	401-5352-430.000.06	Water- Vac Station I & Office	714.69	600.00	119.12
162	401-5352-430.000.07	Water- Vac Station JK	505.19	350.00	144.34
163	401-5352-430.000.09	Water- Humpty Dumpty	226.40	300.00	75.47
164	401-5352-430.000.10	Water- Harborage	231.45	300.00	77.15
165	401-5352-430.000.12	Water- Peter Pan	232.09	300.00	77.36
166	401-5352-432.000.00	Facility Cleaning	9,710.00	12,000.00	80.92
167	401-5352-432.001.00	Solid Waste	829.84	3,000.00	27.66
168	401-5352-435.000.01	Electricity- Vac Station A	68,783.55	65,000.00	105.82
169	401-5352-435.000.02	Electricity- Vac Station D	67,530.61	60,000.00	112.55
170	401-5352-435.000.03	Electricity- Vac Station E	54,862.32	48,000.00	114.30
171	401-5352-435.000.04	Electricity- Vac Station F	1,989.29	2,000.00	99.46
172	401-5352-435.000.05	Electricity- Vac Station G	38,164.87	40,000.00	95.41
173	401-5352-435.000.06	Electricity- Vac Station I	9,767.36	15,000.00	65.12
174	401-5352-435.000.07	Electricity- Vac Station I - house	2,485.96	2,000.00	124.30
175	401-5352-435.000.08	Electricity- Vac Station I - office	1,745.01	2,000.00	87.25
176	401-5352-435.000.09	Electricity- Vac Station JK	50,740.93	60,000.00	84.57
177	401-5352-435.000.11	Electricity- Humpty Dumpty	632.64	1,000.00	63.26
178	401-5352-435.000.12	Electricity- Harborage	826.68	1,200.00	68.89
179	401-5352-435.000.13	Electricity-Coastal WW/Largo Pk Lift Sta	1,061.43	1,100.00	96.49
180	401-5352-435.000.14	Electricity-Peter Pan/Tweedy Pie	638.74	1,000.00	63.87
181	401-5352-440.000.00	Rents & Leases	618.54	5,000.00	12.37
182	401-5352-460.000.01	Repairs & Maintenance: Grounds Keeping	24,125.00	13,000.00	185.58

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
183	401-5352-460.000.02	Repairs & Maintenance: Vehicles	16,477.95	9,000.00	183.09
184	401-5352-460.000.03	Repairs & Maintenance: Equipment	115,860.02	160,000.00	72.41
185	401-5352-460.000.04	Repairs & Maintenance: Buildings	15,636.37	15,000.00	104.24
186	401-5352-460.000.05	Repairs & Maintenance: Collection System	194,046.38	155,000.00	125.19
187	401-5352-460.000.05-CS SEWER	Repairs & Maintenance: Coll Sys/Cust Svc	0.00	2,000.00	0.00
188	401-5352-460.000.08	Grinder Pump Monitoring	6,420.49	5,000.00	128.41
189	401-5352-470.000.00	Copier	1,624.26	1,800.00	90.24
190	401-5352-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
191	401-5352-510.000.01	Office Supplies	2,565.42	3,500.00	73.30
192	401-5352-510.000.03	Office Furnishings	1,459.46	1,000.00	145.95
193	401-5352-511.000.00	Safety Supplies	3,879.57	7,000.00	55.42
194	401-5352-520.000.00	Employee Uniforms / Clothing	3,522.24	3,000.00	117.41
195	401-5352-520.005.00	Supplies and Tools (field operations)	25,368.21	25,000.00	101.47
196	401-5352-520.006.00	Immunizations	0.00	1,500.00	0.00
197	401-5352-520.010.01	Fuel: Equipment	1,483.89	2,000.00	74.19
198	401-5352-520.010.02	Fuel: Vehicles	34,747.15	40,000.00	86.87
199	401-5352-520.010.03	Fuel: Generators	7,367.76	11,100.00	66.38
200	401-5352-540.000.00	Dues & Subscriptions	35.00	100.00	35.00
201	401-5352-620.000.00	Capital Outlay: Buildings	21,959.00	0.00	100.00
202	401-5352-645.000.00	Capital Outlay - Computer Equipment	3,859.99	3,000.00	128.67
Total Dept 5352 - FIELD			2,402,501.14	2,406,283.00	99.84
Dept 5354 - FACILITIES					
203	401-5354-120.000.00	Payroll-Facilities	528,406.18	537,586.00	98.29
204	401-5354-210.000.00	Payroll Taxes	39,721.75	41,125.00	96.59
205	401-5354-220.000.00	Retirement Contributions	30,313.92	32,255.00	93.98
206	401-5354-230.000.00	Group Health Premiums	83,022.55	92,459.00	89.79
207	401-5354-230.002.00	Group Life Insurance	569.55	576.00	98.88
208	401-5354-240.000.00	Workers Compensation Insurance	12,273.01	9,500.00	129.19
209	401-5354-311.000.03	Prof. Svcs. Managed IT Services	23,109.00	23,100.00	100.04
210	401-5354-311.000.11	Professional Services: Safety Training	1,445.00	720.00	200.69
211	401-5354-400.000.00	Training, Education & Travel	441.94	10,000.00	4.42
212	401-5354-410.000.02	Advanced Cellular Svc / AT&T FirstNet	925.27	1,000.00	92.53
213	401-5354-410.000.08	GPS / Fleet Services	1,177.30	1,400.00	84.09
214	401-5354-410.000.09	Radios / P25 MCSO Agreement	1,470.15	1,875.00	78.41
215	401-5354-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADE	44.70	3,000.00	1.49
216	401-5354-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	8,440.82	9,000.00	93.79
217	401-5354-432.000.00	Facility Cleaning	4,160.00	4,500.00	92.44
218	401-5354-460.000.02	Repairs & Maintenance: Vehicles	2,525.89	2,500.00	101.04
219	401-5354-460.000.03	Repairs & Maintenance: Equipment	0.00	1,200.00	0.00
220	401-5354-510.000.01	Office Supplies	714.88	1,500.00	47.66
221	401-5354-510.000.03	Office Furnishings	0.00	800.00	0.00
222	401-5354-511.000.00	Safety Supplies	255.97	1,500.00	17.06
223	401-5354-520.000.00	Employee Uniforms/ Clothing	852.31	1,500.00	56.82
224	401-5354-520.005.00	Supplies & Tools	19,624.26	20,000.00	98.12
225	401-5354-520.006.00	Immunizations	0.00	1,500.00	0.00
226	401-5354-520.010.02	Fuel: Vehicles	6,074.95	7,500.00	81.00
227	401-5354-645.000.00	Capital Outlay - Computer Equipment	0.00	3,000.00	0.00
Total Dept 5354 - FACILITIES			765,569.40	809,096.00	94.62

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
Dept 5900 - CAPITAL IMPROVEMENTS					
Engineering without Capital Projects					
228	401-5900-311.006.00-2018-001	Engineering: Solar	867.50	0.00	100.00
229	401-5900-311.006.00-2020-001	Engineering: Solar Vacuum Stations	452.50	0.00	100.00
230	401-5900-311.006.00-2022-000	Engineering: Capital Prelim Design & Bgt	46,775.00	25,000.00	187.10
231	401-5900-311.006.00-2022-005	Engineering: Plant Combined Record Draw	26,998.75	35,000.00	77.14
232	401-5900-311.006.00-2023-005	Engineering: Direct Potable Reuse	3,161.25	87,500.00	3.61
233	401-5900-311.006.00-2023-025	Engineering: Deep Inj Well Permitting	20,623.75	0.00	100.00
234	401-5900-311.006.00-2023-027	Engineering: Isla NPK Pinch Valve FM	8,667.50	0.00	100.00
Capital Projects with Engineering					
235	401-5900-311.006.00-2018-005	Engineering: Vac Sta Fire Suppression	22,097.50	0.00	100.00
236	401-5900-630.000.00-2018-005	Capital Outlay: Fire Supp. @ Vac Sta	71,167.72	0.00	100.00
237	401-5900-311.006.00-2018-007	Engineering: VPS Piping Mod	68,281.25	38,000.00	179.69
238	401-5900-630.000.00-2018-007	Capital Outlay:VPS PipingMod	640,094.19	800,000.00	80.01
239	401-5900-311.006.00-2019-002	Engineering: Fire Suppression @ WWTP	22,903.75	0.00	100.00
240	401-5900-630.000.00-2019-002	Capital Outlay: Fire Suppression @ WWTP	1,556.25	0.00	100.00
241	401-5900-311.006.00-2020-002	Engineering: Fire Suppression Admin	426.25	0.00	100.00
242	401-5900-630.000.00-2020-002	Capital Outlay: Fire Suppression Admin	1,556.26	0.00	100.00
243	401-5900-311.006.00-2021-002	Engineering: Odor Control at Vac Stns	33,376.25	143,000.00	23.34
244	401-5900-630.000.00-2021-002	Capital Outlay: Odor Control at Vac Stns	1,800.00	1,100,000.00	0.16
245	401-5900-311.006.00-2021-003	Engineering: Tanks Coating	15,828.75	2,000.00	791.44
246	401-5900-630.000.00-2021-003	Capital Outlay:Tanks Coating	47,532.18	23,500.00	202.26
247	401-5900-311.006.00-2022-001	Engineering: Effluent Filtration Upgrade	128,452.50	152,250.00	84.37
248	401-5900-630.000.00-2022-001	Capital Outlay: Effluent Filtration Upg	140,073.14	1,500,000.00	9.34
249	401-5900-311.006.00-2022-003	Engineering: Lift Sta at KL Trailer Park	18,102.50	15,000.00	120.68
250	401-5900-630.000.00-2022-003	Cap Outlay: Replace Lift Sta KL Trl Pk	50,708.25	350,000.00	14.49
251	401-5900-311.006.00-2022-004	Engineering: Vac System Monitoring	339,930.00	300,000.00	113.31
252	401-5900-630.000.00-2022-004	Capital Outlay: Vac System Monitoring	3,807,629.34	3,274,000.00	116.30
253	401-5900-311.006.00-2022-006	Engineering: Sewage Pump Replacements	187.50	0.00	100.00
254	401-5900-630.000.00-2022-006	Cap Outlay: Sewage Pump Repl/Piping Mod	23,391.72	30,000.00	77.97
255	401-5900-311.006.00-2022-009	Engineering -Power Cond & Elec Up @ WWTP	27,610.00	110,000.00	25.10
256	401-5900-630.000.00-2022-009	Cap Outlay: Power Cond & Elec Upg WWTP	0.00	750,000.00	0.00
257	401-5900-311.006.00-2022-011	Engineering: Lining Manholes/BufferTank	11,396.25	0.00	100.00
258	401-5900-630.000.00-2022-011	Capital Outlay: Lining Manhole BufferTk	5,454.07	0.00	100.00
259	401-5900-311.006.00-2022-010	Engineering: EQ Tank Headworks/Scrn Upg	24,252.50	195,000.00	12.44
260	401-5900-630.000.00-2023-001	Cap. Outlay: Headworks & Screening Upg	0.00	840,000.00	0.00
261	401-5900-311.006.00-2023-002	Engineering: Ventilation Upg @ Vac Stns	0.00	14,000.00	0.00
262	401-5900-630.000.00-2023-002	Cap Outlay: Ventilation Upg @ Vac Stns	0.00	185,000.00	0.00
263	401-5900-311.006.00-2023-003	Engineering: Piping & Valve Upgrades	19,018.75	25,000.00	76.08
264	401-5900-630.000.00-2023-003	Cap Outlay: Piping & Valve Upg @ Vac Stn	0.00	400,000.00	0.00
265	401-5900-311.006.00-2023-004	Engineering: Two Driveways @ Vac I	18,537.50	20,000.00	92.69
266	401-5900-630.000.00-2023-004	Capital Outlay Two Driveways @ Vac I	69,642.00	85,000.00	81.93
267	401-5900-311.006.00-2023-006	Engineering: Power Cond/Vac Stn Lightnin	878.75	20,000.00	4.39
268	401-5900-630.000.00-2023-006	Cap Outlay: Power Cond/Vac Stn Lightning	0.00	250,000.00	0.00
269	401-5900-311.006.00-SvcConRv	Engineering: Service Connection Revision	3,498.75	15,000.00	23.33
270	401-5900-650.003.00-SvcConRv	Service Connection Construction Revision	23,096.70	220,000.00	10.50
Capital Projects without Engineering					
271	401-5900-630.000.00-2021-004	Capital Outlay: Spare Inj Well Pump&VFD	15,333.23	15,000.00	102.22
272	401-5900-630.000.00-2021-005	Capital Outlay: Effluent Inj Pump Repair	37,654.64	50,000.00	75.31
273	401-5900-630.000.00-2023-007	Capital Outlay: Vacuum Pit Valve Rebuild	422,030.81	822,000.00	51.34
274	401-5900-630.000.00-2023-011	Capital Outlay: Replmnt SS Air Flex Join	19,922.45	22,000.00	90.56
275	401-5900-630.005.00-SCADAUPG	SCADA Upgrade	3,603.75	25,258.00	14.27

GL NUMBER	DESCRIPTION	YTD BALANCE	2022-23	% BDGT	
		09/30/2023	ADOPTED BUDGET	USED	
276	401-5900-640.000.00-2023-008	Cap Outlay: SoftStart Upg Vac Stn to VFD	97,042.57	100,000.00	97.04
277	401-5900-640.000.00-2023-009	Capital Outlay: SBR Blower Spare Parts	106,571.48	105,000.00	101.50
278	401-5900-640.000.00-2023-010	Capital Outlay:Spare Booster Pump VFD	8,794.24	11,000.00	79.95
279	401-5900-640.000.00-2023-012	Cap Outlay: Spare Flow Meters for Plant	0.00	21,000.00	0.00
280	401-5900-640.000.00-2023-013	Capital Outlay: Digester Blower VFD	17,813.79	20,000.00	89.07
281	401-5900-640.000.00-2023-014	Capital Outlay: Digester Motive Pump VFD	23,489.61	20,000.00	117.45
282	401-5900-640.000.00-2023-015	Capital Outlay: SBR & DCU PLC Upgrades	146,706.00	185,000.00	79.30
283	401-5900-640.000.00-2023-016	Capital Outlay: Spare Dump Pad Pump	5,953.54	7,000.00	85.05
284	401-5900-640.000.00-2023-017	Capital Outlay: Vac Pump Rebuild & Spare	9,850.00	20,000.00	49.25
285	401-5900-640.000.00-2023-018	Capital Outlay: Lift Station Spare Pumps	20,950.20	20,000.00	104.75
286	401-5900-640.000.00-2023-019	Capital Outlay: Inspection Camera	16,631.81	17,000.00	97.83
287	401-5900-640.000.00-2023-020	Capital Outlay: 3 Grinder Pumps	8,177.73	8,200.00	99.73
288	401-5900-640.000.00-2023-021	Capital Outlay: GPS Equipment for GIS	9,049.45	25,000.00	36.20
289	401-5900-640.000.00-2023-022	Cap Outlay: Cabling Plant, Vac Stn, Admi	12,162.04	36,000.00	33.78
290	401-5900-640.000.00-2023-023	Cap Outlay: Cameras-Plant, Admin, Field	21,632.77	42,000.00	51.51
291	401-5900-640.000.00-2023-028	Data Comm Equipment Vac Stns	16,057.00	0.00	100.00
292	401-5900-650.999.03-SCADAUPG	AQUA AEROBICS - SCADA UPGRADE SOFTWARE	4,800.00	0.00	100.00
Total Dept 5900 - CAPITAL IMPROVEMENTS			6,770,253.93	12,575,708.00	53.84
TOTAL EXPENDITURES			18,877,257.80	24,982,792.00	75.56
Fund 401 - GENERAL FUND:					
TOTAL REVENUES			21,164,649.60	24,982,792.00	84.72
TOTAL EXPENDITURES			18,877,257.80	24,982,792.00	75.56
NET OF REVENUES & EXPENDITURES			2,287,391.80	0.00	100.00

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: L-1

Action Required:
No

Department: Plant/Facilities Sponsor: Ryan Dempsey

Subject:
Plant/Facilities Report - October 2023

Summary:
Mr. Dempsey will present the Plant/Facilities monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 12/7/2023
General Manager

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.01 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

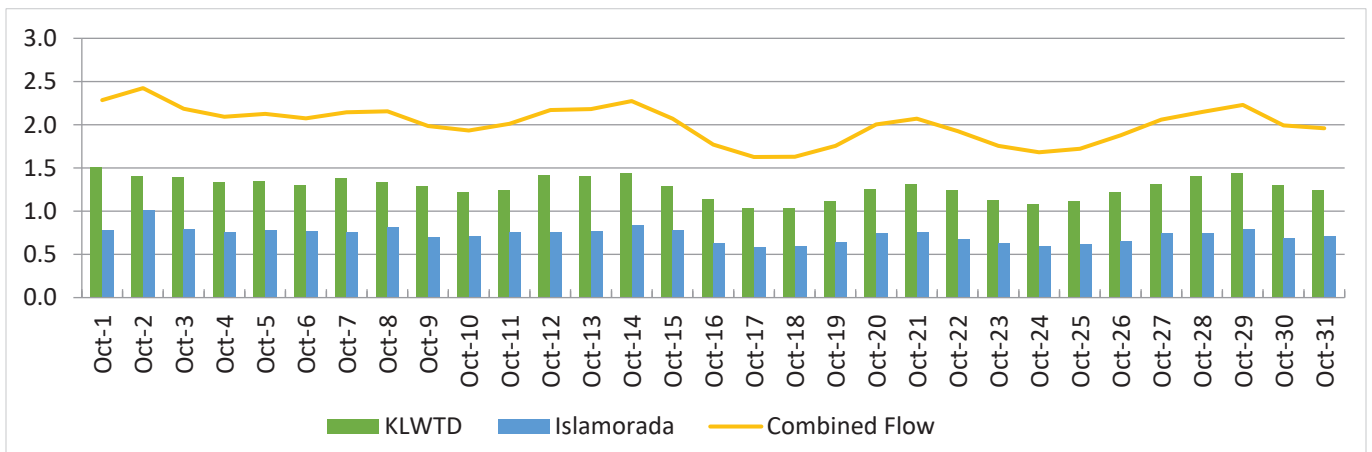
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

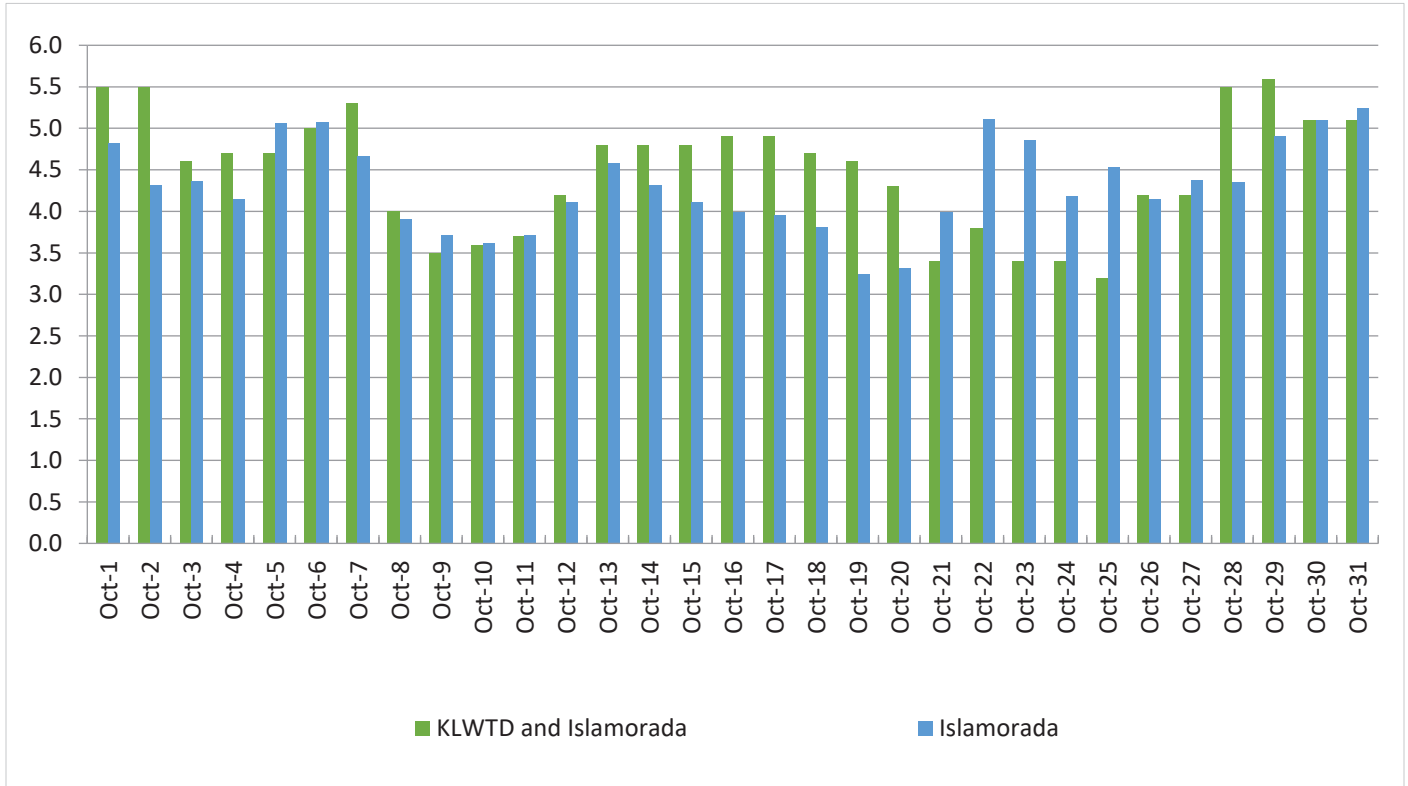
Effluent Quality Report	October 2023 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1.0	1.7	5
TSS (Total Suspended Solids)	1.9	1.6	5
TN (Total Nitrogen)	1.0	3.0	Report only
TP (Total Phosphorous)	.5	.7	Report only

Daily Flow (MGD)

The total flow of influent through the wastewater treatment plant each day.



Daily Peak Salinity (PPT)
The daily peak salinity for the current month.



Islamorada

Average Daily Flow: .729 MGD
 Highest Daily Flow: 1.01 MGD
 Monthly Peak Salinity: 5.25 PPT
 Days over 4.0 PPT Salinity: 21
 3-month average of flow capacity (1.104 MGD): 67%

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: M-1

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD Filtration Upgrade CO #3 Piping Owner Direct Purchase (Deductive)

Summary of Discussion:

Attached is the deductive change order for the KLWTD Filtration Upgrade Project. This Change Order allows the piping materials to be purchase directly by the District in order to exercise its tax-exempt status. This change order does not change the overall cost of the project.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 0.00
Expense
Funding Source:
Grant(s)
Budgeted:
Yes

1. Change Order #3
2. Letter of Understanding

Approved By: 
General Manager

Date: 12/7/2023

**SECTION 00950
CHANGE ORDER FORM**

<p>CONTRACTOR ("Contractor"): Reynolds Construction, LLC</p>	<p>CHANGE ORDER No. 3 PROJECT TITLE: KLWTD Filtration Upgrade PROJECT No. 03105.078:110</p>
<p>OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")</p>	<p>ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050</p>
<p>DATE OF ISSUE: December 12, 2023</p>	<p>EFFECTIVE DATE: <u>December 12, 2023</u>, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.</p>
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Deduct the cost, including sale tax, of piping materials from the Contractor's scope of supply. The Contractor shall provide the purchase price, less sales tax, and all necessary backup documentation for the District to prepare a purchase order for the equipment and materials. That purchase order shall be submitted and paid by the Key Largo Wastewater Treatment District.. It is understood all purchased items, materials, and equipment are solely owned by the District. The Contractor shall be responsible for delivery and acceptance of the equipment and materials on behalf of the District and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: To exercise the District's sales tax exemption in ordering piping and valve materials</p> <p>Work to be Performed is more specifically described as: See attached details.</p> <p>Attachments: Core & Main PO and invoice, Letter of Understanding, updated project Schedule of Values</p> <p align="center">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p>	
<p>Increase (decrease) in Contract Price:</p> <p align="center">\$(278,762.13)</p>	<p>Increase (decrease) in Contract Time (Calendar days):</p> <p align="center">0 Days</p>
<p>Acknowledgments: The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein. This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
<p>Original Contract Price: \$3,155,800.00</p>	<p>Original Contract Time: 365 Days (Calendar days or dates)</p>

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Owner Direct Purchase of Evoqua 40X Disc Filter	\$ (856,488.00)	0 Days
2	Additional Scope of work to include replacing 18" butterfly valve between Post-EQ tank and Booster Pumps	\$ 20,556.76	0 Days
3		\$	Days
4		\$	Days
5		\$	Days
6		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$(835,931.24)	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,207,888.76	360 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$1,929,126.63	360 Days
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 05/18/2024	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Reynolds Construction LLC</u> _____ By (Signature) <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	

CONTRACTOR RESPONSIBILITY AND EQUIPMENT PROCUREMENT AFFIDAVIT

This document is an affirmation and agreement made this ___ day of _____, 2023, by and between Reynold's Construction, LLC in its capacity as Construction Manager/Design Builder/General Contractor (hereinafter "CM/DB/GC"), and Key Largo Wastewater Treatment District ("KLWTD"), Owner, a municipal government entity.

WHEREAS, the Owner and CM/DB/GC are parties to a certain construction contract (hereinafter the "Contract"), dated _____, pertaining to the project known as _____;

AND WHEREAS, the CM/DB/GC, under the general conditions of the Contract, is responsible for all aspects of construction, execution, coordination, and completion of the aforementioned project;

AND WHEREAS, the Supplier/Vendors identified on the attached list, as may be updated from time to time, will provide the equipment and materials for the project;

NOW, THEREFORE, the CM/DB/GC hereby affirms and agrees as follows:

1. The CM/DB/GC accepts full and complete responsibility for all aspects of construction, including but not limited to the inspection, handling, storage, protection, and installation of the equipment and materials purchased directly by the Owner.
2. The CM/DB/GC acknowledges that the material and equipment are the property of the Owner and that its procurement of equipment and materials is to primarily leverage their tax-exempt status and minimize the financial burden of the project.
3. The CM/DB/GC confirms understanding that they will be held responsible for any damages, loss, or misuse of the procured equipment and materials, as outlined in the Contract and its General Conditions.
4. Notwithstanding the foregoing, parties agree that the Supplier/Vendor shall provide directly to the Owner written evidence of all warranties associated with purchased equipment and materials as required and that the CM/DB/GC will coordinate any warranty or manufacturer's issues on behalf of the Owner for the warranty periods set forth in the Contract.
5. This Affidavit is supplementary to, and does not in any way limit or derogate from, the responsibilities, duties, and obligations of the CM/DB/GC under the Contract and its General Conditions.

THIS AFFIDAVIT shall be binding upon the CM/DB/GC, its successors, and assigns.

CM/DB/GC:

Key Largo Wastewater Treatment District
Peter Rosasco. General Manager

By: _____ Date: _____

CM/DB/GC

Reynold's Construction, LLC
Joshua Vondersaar, Operations Manager

By: _____ Date: _____

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Reversal of Waiver - AK# 1614548 (Reso. 19-2023)

Summary:

Wastewater service and assessment were waived in 2009 by the previous owner. The current owner has requested that the District reverse the waiver and provide wastewater service.

The parcel owner has deposited with the District the System Impact Charge.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 7,607.00
Income
Funding Source:
Assessment Revenue
Budgeted:
N/A

1. Resolution 19-2023
2. Customer's Request
3. Notice of intent to impose a System Impact Charge
4. Original Assessment Waiver
5. Map

Approved By: 
General Manager

Date: 12/7/2023

RESOLUTION NO. 19-2023

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE DISTRICT”) APPROVING THE REQUEST BY GREY PROPERTIES LLC (“THE OWNER”) TO REINSTATE WASTEWATER SERVICE TO TAX PARCEL 00496630-000000; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 10.06(a)(i) of the District's General Rules and Regulations, the District is authorized to exclude the Subject Tax Parcel from its non-ad valorem wastewater assessment roll. The vacant Tax Parcel in common ownership with an adjacent improved Tax Parcel assessed by the District, provided that the vacant Tax Parcel is subsidiary to the use of the improved Tax Parcel and will not be improved with structures or facilities capable of generating wastewater that will enter the District's wastewater facilities; and

WHEREAS, having determined that the Subject Tax Parcel satisfied the criteria set forth in Section 10.06(a)(i), the District granted the Owner’s request to exclude the Subject Tax Parcel from the non-ad valorem wastewater assessment roll; and

WHEREAS, the District’s Waiver of Wastewater Service and Acknowledgement of Potential Costs excluding the Subject Tax Parcel from the District’s 2009 Non-ad Valorem Wastewater Assessment Roll was recorded in the Office of the Monroe County Clerk of Court, in Official Records Book 2428, at Page 1867 on August 25, 2009; and

WHEREAS, the Owner of the Subject Tax Parcel has requested that wastewater service be provided to the Subject Tax Parcel; and

WHEREAS, the District finds good and sufficient cause to approve the request of the Owner to provide wastewater service to the Subject Tax Parcel.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THAT:

Section 1.

PARCEL ID: 00489530-000000

AK NO.: 1614548

LEGAL DESCRIPTION: Lot 12, Block 1, of LAZY LAGOON, according to the Plat thereof, as recorded in Plat Book 2, at Page 126 of the Public Records of Monroe County, Florida.

Section 2. The owner certified that they desire wastewater service to the Tax Parcel and agrees to pay the current full direct and indirect District costs to provide wastewater services.

Section 3. PAYMENT OF SIC. For the Reversal of Waiver, the owner has paid the SIC in the amount of **\$7,607**.

Section 4. APPLICABILITY AND EFFECTIVE DATE. This Resolution shall take effect upon adoption by the Board of Commissioners.

Section 5. AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

RESOLVED AND ADOPTED THIS 12th DAY OF DECEMBER 2023.

The foregoing RESOLUTION was offered by Commissioner _____, who moved for its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

	AYE	NAY
Chairman Rodriguez	_____	_____
Commissioner Heim	_____	_____
Commissioner Maloney	_____	_____
Commissioner Majeska	_____	_____
Commissioner Schwartz	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted this 12th day of December 2023.

KEY LARGO WASTEWATER TREATMENT DISTRICT

Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

By: _____
Nicholas W. Mulick, General Counsel

SEAL



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

Request for Reversal of Waiver of Wastewater Service

ALL fields must be completed, unless indicated as optional, before the request will be reviewed.

Property Owner of Record: Grey Properties LLC

Name of Request Initiator: Rey Gomez

Email (optional): buildiacorp@gmail.com **Phone:** (305) 766-1010

PARCEL

RE/Parcel ID: 00496630-000000 **Alternate Key:** 1614548

Parcel Legal Description:

ORIGINAL WAIVER

Resolution No#: N/A **Date Approved:** N/A

Date Filed: 08/25/2009 **Doc No:** 1756416 **Book:** 2428 **Page:** 1867

- I request a **REVERSAL of WAIVER** of wastewater assessment. I understand that after reversal of waiver is approved I will be required to pay:
 Costs to provide parcel with wastewater service, if any, will be determined by KLWTD.
\$7,607 System Development Charge (SDC) – Due in full.
\$7,607 Total Reversal of Waiver charge
 Prior to scheduling a hearing on your request, you will be required to deposit the Reversal of Waiver charge with KLWTD, which will be returned to you if your request is denied.

Additional Notes or Requests: Parcel was waived and excluded before the 2009 Tax Roll was approved. Only document on record is "The Key Largo Wastewater Treatment District Waiver of Wastewater Service And Acknowledgment Of Potential Cost"

Signature _____

Date _____

The completed request may be mailed to PO Box 491, Key Largo, FL 33037 or hand delivered to the District office located at 103355 Overseas Hwy, Key Largo, FL 33037.

To be Completed by KLWTD

Survey conducted by: Karl Sainz

- Parcel HAS wastewater service available. No additional costs will be incurred.
- Parcel does NOT have wastewater service available. Additional costs to provide parcel with wastewater service is \$_____. (Break down of costs is attached.)



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

NOTICE OF INTENT TO IMPOSE A SYSTEM IMPACT CHARGE

December 7, 2023

To: GREY PROPERTIES LLC
7383 NW 36th St
Miami FL 33166

RE: System Impact Charge – 251 Bay Dr – AK# 1614548

You have submitted a request for reversal of waiver of wastewater service. Please be advised that the Key Largo Wastewater Treatment District's ("District") Board of Commissioners ("Board") will consider your request and impose a System Impact Charge ("SIC") for the above-referenced parcel at the next regularly scheduled meeting following the District's receipt of your payment of the SIC.

The SIC is a charge to customers who construct facilities that impose an increased demand on the District's wastewater facilities, or request that exclusions be removed and wastewater service provided. It is the sum of the System Development Charge ("SDC") plus any additional direct or indirect fees incurred by the District to extend service to your parcel.

Reason for imposition of SIC: You requested that an exclusion be removed from the parcel and wastewater service be provided.

If the Board approves imposition of the SIC, the following changes will be made to your account:

EDU Assignment: Your parcel's EDU assignment will be 1.0 EDU. See attached for calculation.

Connection Fee: You will be charged a connection fee for the wastewater service connection that was provided. See attached for calculation.

Additional Fees: There are no additional fees.

Wastewater Base Charge: Once connected to the District's central wastewater system the wastewater base charge, billed monthly by the Florida Keys Aqueduct Authority (FKAA), will be \$27.13 a month. See attached for calculation and how to apply for a deferral of the wastewater monthly billing while under construction.



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

The SIC comes to a total of \$7,607.00. This charge is **due in full** prior to the Board's decision to reinstate service and impose a SIC.

Your Rights: You have a right to appear at the meeting, present evidence, and have witnesses testify on your behalf. If you choose to appear or present evidence, please notify the Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the District Clerk at 305-451-4019 ext. 210 or Shannon.mccully@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: _____
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

Vacant Land – AK# 1614548 Calculations

EDU Assignment: The Key Largo Wastewater Treatment District’s General Rules and Regulations (KLWTD R&Rs) Section 10.01(vi) provides that “The initial SDC for a Vacant Parcel will be the same as the SDC for a Residential Tax Parcel improved with one Dwelling Unit. Upon development of the parcel, the District may revise the SDC to reflect actual or permitted construction.” The EDU assignment for one dwelling unit is 1.0 EDU.

System Impact Charge:

- Capacity Fee: Charge for capacity at the wastewater treatment plant and force main pipes for 1.0 EDU is \$4,306.00.
- Connection Fee: The cost to provide and install wastewater connection to extend wastewater service to your parcel is \$3,301.00.

Capacity Fee (\$4,306.00 per EDU x 1.0 EDU)	\$4,306.00
Connection Fee	\$3,301.00
Additional Fees	\$0.00
SIC Charge	\$7,607.00

Wastewater Base Charge: Once connected to the District’s central wastewater system the District collects a monthly base charge at the rate of \$27.13 per EDU for a total of \$27.13. (This charge does not include the monthly volumetric charge at the rate of \$4.26 per 1,000 of water consumed) *Note, meters coded as Fire or Irrigation are not charged for wastewater.

5

Doc# 1756416 08/25/2009 1:01PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This document prepared by (and after recording
return to):)

Name: Key Largo Wastewater Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

Doc# 1756416
Bk# 2428 Pg# 1867

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) = Delete AK 1614548 Serve AK 1614556

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on June 17, 2008, the Key Largo Wastewater Treatment District ("District") adopted a Final Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induce the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2008 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$200.00.
8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs, and all of its terms.
9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign:

[Handwritten Signature]

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign:

[Handwritten Signature]

Sign: _____

STATE OF FL

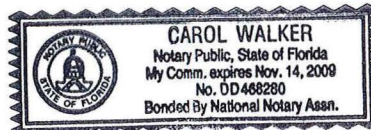
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this Aug. 25, 2009 (date), by Charles Taylor (name(s)), who is personally known to me or who has produced FLT 466 18-45 413-0 (type of identification) as identification.

[Handwritten Signature]

Notary Public

Printed Name: _____



My Commission Expires:

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS

Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number: 1614556 **Doc# 1756416**
RE Number: 00496640 **Bk# 2428 Pg# 1870**
Physical Location: Key Largo
Legal Description: BK 1 LT 13 LAZY LAGOON-KEY LARGO PB2-126 G53-219-220
OR467-309 OR1093-123/28PR(JB)

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number: 1614548
RE Number: 00496630
Physical Location: Key Largo
Legal Description: BK 1 LT 12 LAZY LAGOON-KEY LARGO PB2-126
G53-219-220 OR467-309 OR1093-123/28PR(JB)

Excluded Parcel No. 2:

Alternate Key Number:
RE Number:
Physical Location:
Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:
RE Number:
Physical Location:
Legal Description:

Excluded Parcel No. 4:

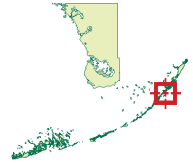
Alternate Key Number:
RE Number:
Physical Location:
Legal Description:



Monroe County, FL



Overview



Legend

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

Parcel ID	00496630-000000	Alternate ID	1614548	Owner Address	GREY PROPERTIES LLC
Sec/Twp/Rng	33/61/39	Class	VACANT RES		7383 NW 36th St
Property Address	251 BAY Dr				Miami, FL 33166
	KEY LARGO				
District	500K				
Brief Tax	BK 1 LT 12 LAZY LAGOON-KEY LARGO PB2-126 G53-219-220 OR467-309 OR1093-123/28 OR2849-713 OR2849-720				
Description	OR3081-1077				
	(Note: Not to be used on legal documents)				

Date created: 12/7/2023
 Last Data Uploaded: 12/7/2023 4:03:02 AM

Developed by Schneider
 GEOSPATIAL

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: O-2

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
General Counsel Agreement

Summary:
Mr. Mulick will present proposed General Counsel Agreement.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 96,210.00
Expense
Funding Source:
District
Budgeted:
Yes

1. General Counsel Agreement

Approved By:  Date: 12/7/2023
General Manager

AGREEMENT FOR LEGAL SERVICES
BETWEEN NICHOLAS W. MULICK, ESQ.
AND
KEY LARGO WASTEWATER
TREATMENT DISTRICT

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. (the “Attorney”), and Key Largo Wastewater Treatment District (the “District”). This Agreement is effective as of December ____, 2023, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of *EIGHT THOUSAND, SEVENTEEN DOLLARS and FIFTY CENTS* (\$8,017.50) commencing as of October 1, 2023, in consideration of which, the Attorney shall provide the following legal services to the District:

1. Serve as General Counsel to the District;
2. Provide legal advice and counsel to the District Board of Commissioners (the “Board”) pertaining to the conduct of its business;
3. Prepare and/or review for legal sufficiency, Board Resolutions, legal memoranda, contracts, and correspondence as directed by the Board or General Manager;
4. With the consent of the General Manager, secure and supervise outside counsel, as necessary;
5. Confer with the General Manager pertaining to the conduct of the District’s business;
6. Confer with individual Board members pertaining to the conduct of the District’s business; and
7. Prepare for and attend all Board meetings.

The District reserves the right to adjust the Attorney's fees, from time to time, at its sole discretion.

The Attorney shall be compensated at the rate of \$225.00 per hour for time expended on matters outside the scope of this Agreement provided that the Board or General Manager authorizes such additional services in advance.

In addition to the monthly fee shown above, the District agrees to reimburse the Attorney for travel costs, including mileage, meals, and lodging, at rates approved by the District and consistent with the policies of the District and the rates allowed for travel by District employees, as set out in the District Travel Expense Policy.

This Agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to, any collective bargaining agreement now or hereafter in effect between the District and its employees.

The Attorney agrees to render legal services in a manner that complies with all applicable laws, rules and regulations.

The Attorney is a public officer and a local government attorney, as those terms are used in § 112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an *at-will* Agreement. Either party may terminate this Agreement upon 60 days' written notice to the other party. In case of termination, the Attorney shall cooperate with the District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney's possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

This is an agreement for personal services and is not assignable by either party.

This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

<p>Peter Rosasco KLWTD General Manager 103355 Overseas Hwy (PO Box 491) Key Largo, FL 33037 305-451-4019 ext. 220 305-453-5804 facsimile peter.rosasco@klwtd.com</p>	<p>Nicholas W. Mulick, Esq. NICHOLAS W. MULICK, PA 91645 Overseas Hwy Tavernier, FL 33070 305-852-9292 305-852-8880 facsimile lisa@mulicklaw.com</p>
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The parties hereby acknowledge and accept the terms of this *Agreement for Legal Services* by their signatures below.

NICHOLAS W. MULICK, PA

KEY LARGO WASTEWATER
TREATMENT DISTRICT

By: _____
Nicholas W. Mulick, Esq.

By: _____
Nicolas Rodriguez, Chairman

Dated: December ____, 2023

Dated: December ____, 2023

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: O-3

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
General Manager Agreement

Summary:
Mr. Mulick will present proposed General Manager Agreement.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 151,798.00
Expense
Funding Source:
District
Budgeted:
Yes

1. General Manager Agreement

Approved By:  Date: 12/7/2023
General Manager

CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of December 2023, by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Co.* (“Consultant”).

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District’s General Manager. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of ONE HUNDRED FIFTY-ONE THOUSAND, SEVEN HUNDRED NINETY-EIGHT DOLLARS (\$151,798.00) with no benefits of any kind commencing as of October 1, 2023. The District reserves the right to adjust Consultant’s compensation from time to time in its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS’ written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant’s efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker’s compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of General Manager or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this _____ day of December, 2023.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco

ATTACHMENT A

MANAGEMENT DUTIES

- A. Manage the day-to-day operations of the District in accordance with the District Charter and all applicable laws.
- B. Attend all District Board meetings and prepare District Board meeting agendas in consultation with the District's Board of Commissioners.
- C. Manage and oversee the District's Capital Improvement projects.
- D. Provide to the District Board or individual members thereof, upon request, information, advice, recommendations and data concerning or related to all areas of District operation, including construction, operations, administration and finance.
- E. Serve as intergovernmental liaison between the District and local, state and federal governmental entities including, without limitation, coordination of wastewater treatment service extensions with applicable Comprehensive Land Development Plans, and communication with Public Officials on all matters pertaining to the District.
- F. Interact with the District's lobbyist and appropriate local, state and federal agencies to secure grants and other sources of funding.
- G. Coordinate and consult with the District's Engineer and Counsel.
- H. Ensure complete, accurate and timely governmental filings.
- I. Monitor the operations and billing functions of the District and ensure compliance with the Board's policies and directives.
- J. Coordinate preparation and submittal of annual reports.
- K. Ensure compliance with funding and grant requirements.
- L. Manage and oversee all debt agreements and finance instruments.
- M. Act as custodian of the District's books and records in accordance with F.S. §189.069.
- N. Provide management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.
- O. Assist staff and coordinate with District consultants regarding assessments and rate structure.

Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
December 12, 2023

Agenda Item Number: O-4

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
Financial Director Agreement

Summary:
Mr. Mulick will present proposed Financial Director Agreement.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____
Administration: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

\$ 86,589.00
Expense
Funding Source:
District
Budgeted:
Yes

1. Financial Director Agreement

Approved By:  Date: 12/7/2023
General Manager

CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

THIS AGREEMENT is made and entered into as of the ____ day of December 2023, by and between the *Key Largo Wastewater Treatment District* (“District”) and *Bishop, Rosasco & Co.* (“Consultant”).

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District’s Financial Director. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of EIGHTY-SIX THOUSAND, FIVE HUNDRED EIGHTY-NINE DOLLARS (\$86,589.00) with no benefits of any kind commencing as of October 1, 2023. The District reserves the right to adjust Consultant’s compensation from time to time in its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS’ written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant’s efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker’s compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of General Manager or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this _____ day of December, 2023.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco

ATTACHMENT A

FINANCIAL DUTIES

- A. Maintain accounting system in compliance with Governmental Accounting Standards Board, the uniform accounting system prescribed by the Florida Department of Banking, Finance for Government Accounting, the Rules of the Auditor General, and any other applicable state and federal regulations.
- B. Prepare Public Depositor's Report and distribute to the State Treasurer.
- C. Coordinate with local, state and federal agencies for collection of District revenues, including assessments, fees and charges.
- D. Maintain proper asset and fund accounting procedures.
- E. Assist in the preparation of the District's annual operating and capital budgets.
- F. Prepare quarterly financial reports showing revenues and expenses to date in comparison with budget predictions.
- G. Assist the District auditors by providing requested documentation and information in support of the annual audit and preparation of the District's Comprehensive Annual Financial Report.
- H. Manage and administer the District's financing activities including bank loans, SRF loans, and bonds.
- I. Maintain debt service sinking fund and debt covenant requirements.