



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, August 20, 2024
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

1. Minutes of August 6, 2024

4

G. GENERAL MANAGER

1. Fiscal Year 2025 Proposed Insurance Renewal

20

2. FY2025 Proposed Budget – Resolution No.16-2024

30

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, LOCATED IN MONROE COUNTY, FLORIDA, ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 FOR THE DISTRICT; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

H. CUSTOMER SERVICE

1. Customer Service Report – July 2024

53

I. IT

1. IT Report – July 2024

55

J. BUDGET AND FINANCE

1. Budget and Finance Report – July 2024

57

K. FIELD

1. Field Report- June/July 2024

60

L. PLANT/FACILITIES

1. Recommendation for Solar Upgrades

66

2. Correction of Weiler Engineering Work Authorization 24-02

71

M. CAPITAL PROJECTS

1. Capital Projects Report – July 2024

77

2. VPS Mods CO#5-Longer Cables Vac Trailer,Cable Extensions & Wiring Pins

92

N. ENGINEERING

O. LEGAL

1. Assessment Exclusion - Resolution No. 17-2024

97

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE BOARD") APPROVING THE REQUEST BY KENDRA PAULSON AND CASEY YAWORSKI ("THE OWNERS"), TO WAIVE THEIR RIGHT TO RECEIVE WASTEWATER SERVICE AND TO SUSPEND COLLECTION OF SDC AND ALL FUTURE NON-AD VALOREM ASSESSMENTS FOR AK# 9105304; AND PROVIDING FOR AN EFFECTIVE DATE.

2. ILA with Monroe County for Antenna at Rowell's Marina

103

3. ILA with Monroe County for South Cliff Holdings LLC SIC

116

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
August 20, 2024

Agenda Item Number: F-1

Action Required:
Yes

Department: Legal
Sponsor: Nicholas Mulick

Subject:
Minutes of August 6, 2024

Summary:
Staff to present the minutes of August 6, 2024 board meeting for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Minutes
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____
General Manager



Date: 8-15-24



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, August 6, 2024

MINUTES

CALL TO ORDER (A)

Chairman Nicolas Rodriguez called the meeting to order at 4:02 p.m.

PLEDGE OF ALLEGIANCE (B)

Mr. Ron Saunders led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Sue Heim and Robert Majeska.

Present Virtually: Commissioner Philip Schwartz (non-voting)

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Connie Fazio; Plant/Facilities Manager Ryan Dempsey; Field Manager Rudy Perez; Weiler Engineering Ed Castle and Lexi Connor; IT Support Manny Santana.

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; IT Consultant Randy Redmond

Guest: Ron Saunders

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

Commissioner Majeska requested the addition of items *G-3 Rate Study Update*, *P-1 Sea Level Rise Update*, and *Q-1 General Rules and Regulations Manual Revisions Discussion*

Mr. Mulick requested the addition of item *O-4 Amendment of 2016 Assessment Roll (Reso. 13-2024)*

Motion: Commissioner Majeska made a motion to approve the agenda as amended. Commissioner Heim seconded the motion. Motion passed without objection.

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of July 16, 2024 (F-1)

Motion: Commissioner Heim made a motion to approve the minutes of July 16, 2024. Commissioner Majeska seconded the motion.

Motion passed without objection.

GENERAL MANAGER (G)

Preliminary FY2025 Budget, Staffing Summary, Org Chart (G-1)

Mr. Rosasco presented the preliminary budget, staffing summary, and organization chart for FY2025.

Health Insurance Renewal – FY2025 (G-2)

Mr. Rosasco presented the Health Insurance Renewal proposal for FY2025.

Motion: **Commissioner Majeska made a motion to approve the proposal.**
 Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye

Commissioner Heim – Aye

Chairman Rodriguez – Aye

Rate Study Update (G-3)

Mr. Rosasco discussed the Raftelis Rate Study and advised it will be distributed to the Board prior to the August 20, 2024, Board meeting.

CUSTOMER SERVICE (H)

No report in agenda.

IT (I)

No report in agenda.

BUDGET AND FINANCE (J)

No report in agenda.

FIELD (K)

No report in agenda.

PLANT/FACILITIES (L)

Field Dept. Truck Purchase (L-1)

Mr. Dempsey requested approval of the truck purchase.

Motion: **Commissioner Heim made a motion to approve the request.**
 Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Heim – Aye

Commissioner Majeska – Aye

Chairman Rodriguez – Aye

CAPITAL PROJECTS (M)

Grinder Pump Lateral Kit Upgrades CO #1 – ODP of Lateral Kits (Deductive) (M-1)

Ms. Connor requested approval of Change Order #1.

Motion: Commissioner Majeska made a motion to approve Change Order #1.
Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Majeska – Aye
Commissioner Heim – Aye
Chairman Rodriguez – Aye

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)

Amendment of the 2008 Assessment Roll (Reso. 10-2024) (O-1) (Laydown)

Mr. Mulick requested adoption of Resolution 10-2024 amending the 2008 assessment roll.

Motion: Commissioner Heim made a motion to adopt Resolution 10-2024.
Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

Amendment of the 2009 Assessment Roll (Reso. 11-2024) (O-2) (Laydown)

Mr. Mulick requested adoption of Resolution 11-2024 amending the 2009 assessment roll.

Motion: Commissioner Heim made a motion to adopt Resolution 11-2024.
Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

Conservation Parcel Waiver Request (Reso. No. 15-2024) (O-3)

Mr. Mulick requested adoption of Resolution 15-2024 waiving service to parcels AK 1668435 and AK 1668443.

Motion: Commissioner Heim made a motion to adopt Resolution 15-2024.
Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye

Amendment of the 2016 Assessment Roll (Reso. 13-2024) (O-4) (Laydown)

Mr. Mulick requested adoption of Resolution 13-2024 amending the 2016 assessment roll.

Motion: Commissioner Heim made a motion to adopt Resolution 13-2024.

Commissioner Majeska seconded the motion.

Vote on Motion:

**Commissioner Heim – Aye
Commissioner Majeska – Aye
Chairman Rodriguez – Aye**

COMMISSIONER ITEMS (P)

Sea Level Rise (P-1)

Commissioner Majeska discussed the County's Sea Level Rise Project and future financial obligations for KLWTD with District Engineer, Ed Castle.

ROUNDTABLE DISCUSSION (Q)

Rules and Regulations Discussion (Q-1)

Commissioner Majeska recognized Commissioner Heim and Mr. Mulick for their hard work on KLWTD's Rules and Regulations and discussed rescheduling the Rules and Regulations Workshop. Mr. Rosasco requested that the Board reschedule the workshop to be held after the 2025 budget is approved.

Unfinished Business (Q-2)

Commissioner Heim discussed the 3 unfinished agenda items from the 7/16/2024 Board meeting that need to be brought back to the Board.

ADJOURNMENT (R)

The meeting was adjourned at 6:15 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal_____

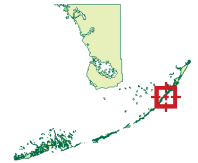


Monroe County, FL

Laydown August 6, 2024
Agenda Item O-1



Overview



Legend

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

Parcel ID 00496131-006610 **Alternate ID** 9105243 **Owner Address** IRA FINANCIAL TRUST COMPANY CFBO PERRY E SMITH
Sec/Twp/Rng 31/61/39 **Class** VACANT RES 800 Copper Rd
Property Address VACANT MUTINY PI #3030
KEY LARGO Frisco, CO 80443
District 500K
Brief Tax BK 3 LOT 21 BUCCANEER POINT SUBDIVISION PB7-6 KEY LARGO OR787-450 OR823-402 OR963-208 OR1009-1495 OR1200-1147
Description OR1409-284 OR1409-2085 OR1409-2086 OR1501-2353 OR1558-1741 OR1781-478 OR1781-480 OR3180-1356 OR3186-0530
OR3192-1721 OR3263-1014
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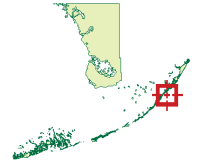


Monroe County, FL

Laydown August 6, 2024
Agenda Item O-1



Overview



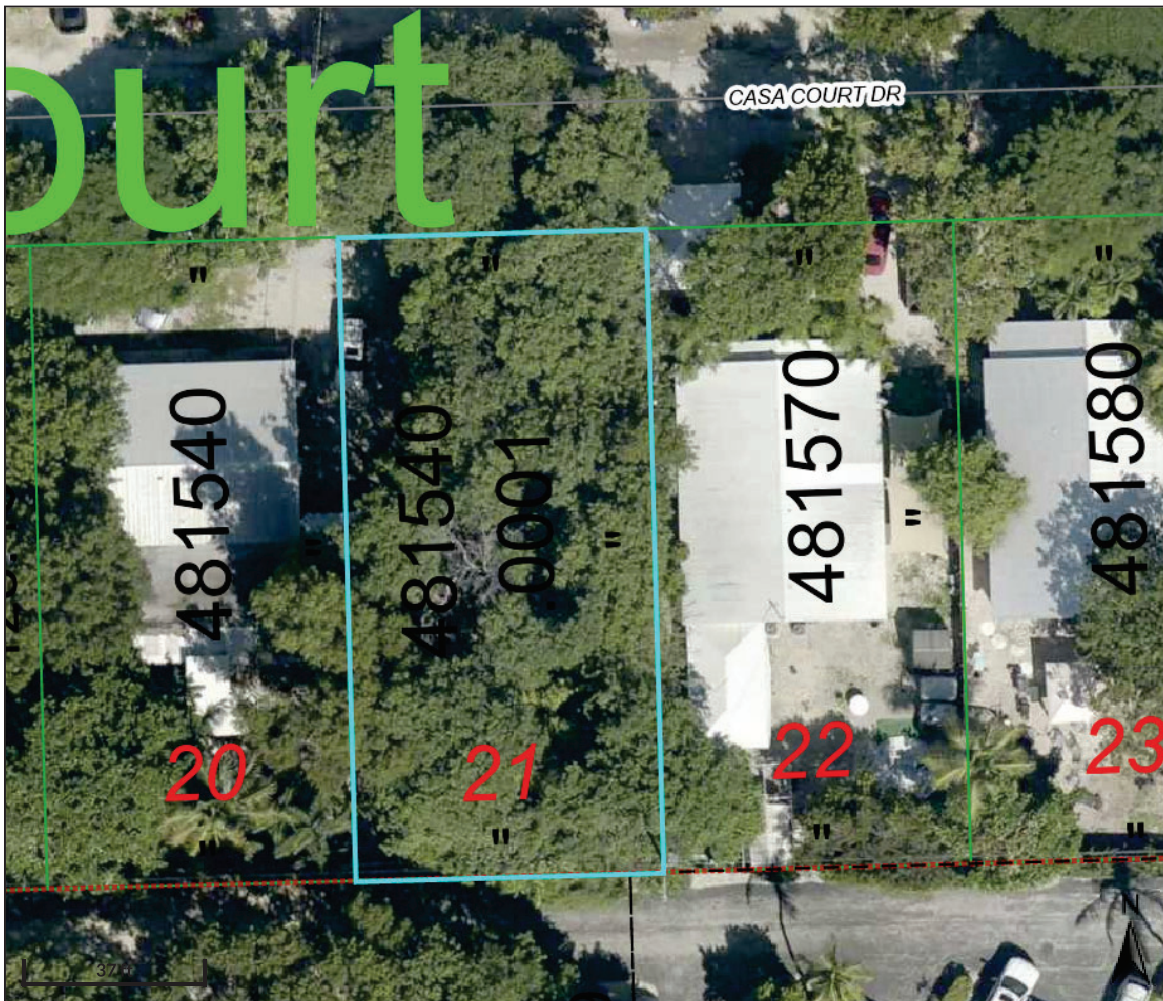
Legend

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- Key Names
- Subdivisions
- Parcels

Parcel ID	00498020-000100	Alternate ID	9105321	Owner Address	HAGOPIAN JACK H TRUST
Sec/Twp/Rng	33/61/39	Class	VACANT RES		C/O CAROLYN ANN COCHRANE TRUSTEE
Property Address	163 OCEAN SHORES Dr				PO Box 371582
	KEY LARGO				Key Largo, FL 33037
District	500K				
Brief Tax	BK 3 LOT 10 AMD AND EXT PLAT OF KEY LARGO OCEAN SHORES PB4-18 KEY LARGO OR423-998/99 OR430-582/83 OR711-143				
Description	OR2357-896 OR2357-897/98M/T OR2357-899				
	(Note: Not to be used on legal documents)				

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- Parcels

Parcel ID 00481540-000100 Alternate ID 9105317 Owner Address MATOS GLADYS
Sec/Twp/Rng 14/62/38 Class VACANT RES 10840 SW 84th Ave
Property Address VACANT CASA COURT Dr Miami, FL 33156
TAVERNIER
District 500P
Brief Tax BK B LOT 21 ADOBE CASA COURT PB5-17 KEY LARGO OR299-527 OR571-12 OR619-415/17 OR725-383 OR788-854/55 OR791-
Description 986/87 OR821-215 OR844-1321 OR844-1324 OR880-147 OR906-1076 OR982-2239 OR993-565 OR999-1942R/S OR1058-1144ML
OR1128-2379 OR1128-2377/78F/J OR1133-2237AFF OR1198-847/49 OR1199-1811 OR1585-767 OR1677-653/75F/J OR1680-334
OR2763-2175C/T OR2785-1038/52 OR2874-344/45
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Key Largo Wastewater Treatment District Board of Commissioners Meeting Agenda Item Summary

Meeting Date:
August 6, 2024

Agenda Item Number: O-4

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:
Amendment of 2016 Assessment Roll (Reso. 13-2024)

Summary of Discussion:

One parcel was subdivided by the Property Appraiser to which has been assigned a separate Parcel ID No. The new parcel will be assessed on the 2016 Assessment Roll, the same as the parent parcel.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$5,840.00	1. Resolution 13-2024 2. Letter for notification of imposition of SDC
Customer Service: _____	Income	
Finance: _____	Funding Source:	
District Counsel: _____	Assessment revenue	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By: _____
General Manager

Date: 8-6-24

RESOLUTION NO. 13-2024

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2016 FINAL ASSESSMENT RESOLUTION NO. 10-08-16 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 2, 2016, the Key Largo Wastewater Treatment District ("District") adopted 2016 Final Assessment Resolution No. 10-08-16 ("No. 10-08-16"); and

WHEREAS, the District assessed the tax parcel described in Exhibit 3.01 of Resolution No. 10-08-16 ("Assessment Roll"); and

WHEREAS, the tax parcel in Section 1 below described as "Parent Parcel" was assessed as part of Resolution No. 10-08-16; and

WHEREAS, the District has been advised by the Monroe County Property Appraiser that the owner of the Parent Parcel has taken the appropriate action to split the Parent Parcel; and

WHEREAS, that split has created one new tax parcel to which has been assigned a separate Parcel ID No. described as "New Parcel" in Section 1 below; and

WHEREAS, the New Parcel will be added to the Assessment Roll.

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

Section 1.

PARENT PARCEL 1

PARCEL ID:	00489490-000100
AKNO.	9100452
PARCEL DESCRIPTION:	BK 1 LT 42 AND THE WIO FEET OF LT 43 AMENDED PLAT OF BAY HARBOR PB2-91 KEY LARGO G45-116 G47-484 OR389-186 OR804-959 ORIO01-206 ORIO01-207 OR2560-322 OR2840-1973 OR2843-2354 OR2893-447 OR2935-1146 OR3150-0580 OR3196-0117

NEW PARCEL

PARCEL ID: 00489490-000101
AK NO. 9105238
PARCEL DESCRIPTION: BK 1 LT 43 LESS THE W10 FEET AMENDED PLAT OF BAY HARBOR PB2-91 KEY LARGO G45-116 G47-484 OR389-186 OR804-959 OR1001-206 OR1001-207 OR2560-322 OR2840-1973 OR2843-2354 OR2893-447 OR2935-1146 OR3150-0580 OR3196-0117
EDU 1.0
BEGINNING BALANCE \$5,840.00

Section 2. 2016 FINAL ASSESSMENT RESOLUTION AMENDED. The 2016 Final Assessment Resolution No. 10-08-16 is hereby amended to include the parcel described as New Parcel in Section 1 above.

Section 3. 2016 ASSESSMENT ROLL AMENDED. The Assessment Roll, as described in Exhibit 3.01 of the 2016 Final Assessment Resolution No. 10-08-16 is hereby amended to include the parcels described as New Parcel in Section 1 above.

Section 4. 2016 FINAL ASSESSMENT RESOLUTION IN EFFECT. Except as modified, supplemented, and amended herein, the 2016 Final Assessment Resolution No. 10-08-16, and all previous amendments duly adopted by the District, shall remain in full force and effect.

Section 5. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 6TH DAY OF AUGUST 2024

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

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

The Chairman thereupon declared Resolution 13-2024 duly passed and adopted on the 6th day of August 2024.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____

Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

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

June 6, 2024

To: Christopher Burns
Vanessa Burns
19 Sunset Rd
Key Largo, FL 33037

RE: Imposition of Wastewater System Development Charge - AK# 9105238

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 16, 2024.

The SDC is the initial charge to each Tax Parcel assigned a parcel Alternate Key number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that tax parcel AK# 9100452 has been split to create a new tax parcel, AK# 9105238. The new parcel will be added to the 2016 Assessment Roll.

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

EDU Assignment: The new tax parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge of \$27.13 per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,840.00. Parcel owners have two options for paying the assessment:



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

Laydown August 6, 2024
Agenda Item O-4

1. Pay in full: If you choose to pay the SDC in full, you must do so no later than August 31, 2024. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 31, 2024, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2024 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/8 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2024 assessment year, is 2.590%.
- c. At any time during the 8 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: You have the 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 Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@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

AK# 9105238

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

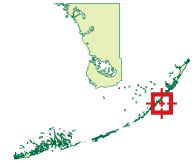
EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$3,305.00
Connection Charge (per connection)	\$2,535.00
Total SDC Charge	\$5,840.00



Monroe County, FL



Overview



Legend

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- Rights of Way
- Shoreline
- [] Condo Building
- Key Names
- [] Subdivisions
- [] Parcels

Parcel ID	00489490-000101	Alternate ID	9105238	Owner Address	BURNS CHRISTOPHER
Sec/Twp/Rng	13/62/38	Class	VACANT RES		19 Sunset Rd
Property Address	136 S BAY HARBOR Dr				Key Largo, FL 33037
	KEY LARGO				
District	500K				
Brief Tax	BK 1 LT 43 LESS THE W10 FEET AMENDED PLAT OF BAY HARBOR PB2-91 KEY LARGO G45-116 G47-484 OR389-186 OR804-959				
Description	OR1001-206 OR1001-207 OR2560-322 OR2840-1973 OR2843-2354 OR2893-447 OR2935-1146 OR3150-0580 OR3196-0117				
	(Note: Not to be used on legal documents)				

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

Meeting Date:
August 20, 2024

Agenda Item Number: G-1

Action Required:
Yes

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
Fiscal Year 2025 Proposed Insurance Renewal

Summary:

The Fiscal Year 2025 proposed insurance renewal with Brown & Brown Insurance will be presented to the board.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 477,380.38	1. FY2025 Insurance Renewal Letter to Board
Administration: _____		2. FY2025 Proposal of Insurance
Finance: _____	Funding Source:	3. Total Cost: \$477,380.38=
District Counsel: _____	Rate Revenue	\$432,881.83 + \$44,499 (Workers Comp)
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____

General Manager

Date: _____

8-15-24



Key Largo Wastewater Treatment District – 10/1/2024 to 10/1/2025 Insurance Renewal

8/12/24

Brown & Brown is dedicated to working hard for our clients' best interest. When we work with teams like Peter's team at Key Largo Wastewater it does make everything go smoothly. In this difficult insurance market we face in Florida it is crucial that our clients work closely with us and Connie and Jennifer do just that. We are very grateful to work with this team year after year.

The property market has stabilized, but we continue to see strict underwriting guidelines, tight capacity, and increased costs. The reinsurance markets are organizing and renewals don't seem to be as chaotic as we have seen the past two years. We will continue to see certain geographic locations and business classes that will see higher rates and coverage limitations.

Key Largo Wastewater reviewed their property values and decided to maintain the same values at \$25,363,819. The carrier agreed to offer terms using the same limits as last year. Their premium will remain flat. StarStone continues to recognize this is a favorable risk.

The Catastrophe Model/AIR report was analyzed last year and the 250 Year PML (Probable Maximum Loss) resulted in \$5,188,062.

5% NS Deductible Occ	Wind/Severe Storm							
Perspective	AAL(EV)	SD	20	50	100	250	500	1,000
Ground Up	108,524	637,670	429,079	1,296,923	2,460,288	5,188,062	7,962,817	8,873,090
Retained	30,176	112,659	227,273	457,898	614,807	810,109	919,648	1,005,459
Gross	78,349	543,339	200,542	835,789	1,868,291	4,368,435	6,957,436	7,989,021

The 10/1/24 renewal proposes:

1. Renewal of the PGIT General Liability, Auto Liability, Public Officials, Employment Practices Liability with a \$10,000 deductible for a combined annual premium of \$121,406. A decision was made by Peter to increase the Public Officials & Employment Practices deductible from \$10,000 to \$25,000 for a savings of \$7,600. This change brings the renewal premium to \$113,806 as compared to expiring of \$117,485. This is a reduction of approximately 3% from last year's premium and a reduction of 6% from this year's original quoted premium.
2. All Risk Property coverage with Starstone Specialty with a named storm sub-limit of \$1,750,000 and an all other peril sub-limit of \$5,000,000. All other perils deductible of \$100,000 and named storm deductible of \$1,200,000. Note that your total insured values remain to be \$25,363,819. The annual premium for Property with Starstone Specialty is \$201,609 as compared to expiring of \$201,109. This represents a flat renewal. The small difference in premium is due to an inspection fee that must be charged this year. This flat renewal shows the market is stabilizing.
3. Inland Marine: Last year a decision was made to pull the inland marine equipment off the property schedule and find a monoline market to cover these items separately. This decision was made because the high deductible on the property did not make sense for these smaller valued items. The inland marine value is \$1,677,696 and was not changed for 2024. The quoted

premium is \$49,154 compared to last year's premium of \$40,004. The underwriter does not have another market that will consider wind coverage in the Keys. We worked with two brokers on this and there is only one market willing to quote with wind. The Keys is one of those geographic locations that carriers apply a higher rate to.

4. Renewal of the Workers' Compensation coverage with PGIT at an annual premium of \$44,499 as compared to expiring of \$44,783. The District's experience modification factor decreased from 1.02 to .85. The payroll increased from \$2,919,113 to \$3,108,855.
5. Crime Coverage is year two of a three year policy with Travelers Insurance Company at an annual premium of \$1,028.42 which represents a flat renewal.
6. Boiler & Machinery Coverage with Travelers Insurance Company at an annual premium of \$10,412 compared to \$9,784 from last year. The increase is a result of a limit change that the carrier is mandating due to inflation. The limit has increased from \$24,910,736 to \$28,826,828.
7. Cyber Liability with CFC at an annual premium of \$9,775 compared to last year's premium of \$9,775. This is the second flat renewal with this carrier. KLWW is doing everything right to safeguard their system and the carrier has noticed.
8. Fiduciary Liability coverage is being renewed to cover the Districts exposure from the KLWTD 457(b) Plan and group health plan, at an aggregate limit of \$1,000,000. The annual premium is \$2,911.83 compared to expiring premium of \$2,775.39.
9. Agency Consulting Fee: The fee of \$25,000 will remain the same which is still less than the fee in 2017.

Sincerely,

Tom Jones

Thomas R. Jones, Jr.

Executive Vice President, Brown & Brown Insurance Services



PROPERTY & CASUALTY

Proposal Prepared for
Key Largo Wastewater Treatment District

Policy Period 10/01/2024 - 10/01/2025



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This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy. In the event of differences, the policy will prevail.

About Brown & Brown

With a long-standing history of proven success, we continue to grow and thrive in the extremely competitive and ever-evolving insurance industry.

Our philosophy is to identify and focus on the exact needs of our clients through analyzing options and strategically planning effective risk management solutions. Achieving optimum results requires an enormous amount of time, good relationships and focus on our clients. It is our goal to solve problems for our clients – plain and simple. As succinctly stated in Brown & Brown's 2020 Annual Report, Brown & Brown is built on integrity, innovation, superior capabilities and discipline.

Our office leverages our massive global resources and offers deep specialties and market strength on behalf of its clients that is simply not possible from a smaller firm. Brown & Brown is headquartered in Daytona Beach, Florida, with operations at over 500 locations employing more than 16,000 teammates.



Our Story

Brown & Brown Insurance was founded in 1939 as a two-partner firm and has risen to become one of the largest insurance brokerages in the world. Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. With a long-standing history of proven success, Brown & Brown continues to grow and thrive in the extremely competitive and constantly changing insurance industry.

Our History

Brown & Brown Insurance was founded in Daytona Beach, Florida, in 1939 by cousins J. Adrian Brown and Charles Covington Owen. In 1959, Adrian's son, Hyatt, took leadership of the family business. Under his direction, the Brown & Brown vision of a lean and profit-oriented organization came into focus. Following a merger in 1993, the company became Poe & Brown, Inc., publicly traded on Nasdaq. In 1998, Poe & Brown was changed back to Brown & Brown and became listed on the New York Stock Exchange (NYSE: BRO), joining the S&P 500 in 2021. The company has continued to thrive under Chief Executive Officer (CEO) J. Powell Brown, who became the third generation of the family to lead the organization in 2009.

Powered by a culture that values high performance and perseverance, Brown & Brown has arguably the most efficient operating model in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. With a precise and focused acquisition strategy, Brown & Brown has become one of the insurance industry's most powerful and influential leaders.

Mission Statement

We are dedicated to making a positive difference in the lives of our customers by helping to protect what they value most.

Guiding Principles

We believe in doing what is best for our customers, communities, teammates, carrier partners and shareholders—always. The cornerstones of our organization's guiding principles are people, performance, service and innovation.



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Our Culture

Brown & Brown's deeply rooted culture is built on integrity, innovation, superior capabilities and discipline. Our culture is not built through "big company" messaging; it is created by those that put in the work and remain true to shared values and a commitment to always doing what is best for our customers and our communities.

Discover Our Capabilities

As a successful business, you plan for the future and adapt as circumstances change your course. At Brown & Brown, we help you navigate the path forward, by taking a different approach to how you view, analyze and purchase insurance. Your exposures are unique, and you deserve coverage options designed to help protect your assets, interests and reputation. Our teams work to understand your business and your risk management plan by providing personalized local service complemented by the exceptional resources and capabilities of a national brokerage.



*This proposal is based upon the exposures made known to the Agency by you and contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, please refer to your policy.
In the event of differences, the policy will prevail.*

Preparing You for Tomorrow's Risks—Today™

We pride ourselves on our ability to couple national strength with local, personalized service. Our local Brown & Brown Insurance Services, Inc. team is as connected to the more than 16,000 teammates across Brown & Brown and our team of companies as it is here in our community.

We have become a leading insurance brokerage because we view insurance differently and utilize our vast experience and wide-reaching network to deliver superior service and solutions to our customers, both big and small.

We believe that our teammates and the relationships they form with our customers are our strength. Our reputation has been built on a solid foundation of teamwork, strengthened by people who are dedicated to providing the highest degree of service. Our team thanks you for the opportunity to work together. Please find our contact information below.

Service Team

Name	Role	Title	Lines of Business
Thomas Jones	Producer/Account Executive	tom.jones@bbrown.com	(305)246-7501
Michelle Wilson	Account Executive	michelle.wilson@bbrown.com	(305)246-7545
Karelia Castillo	Account Manager	karelia.castillo@bbrown.com	(305)714-4421
Brandon Peraza	Associate Account Manager	brandon.peraza@bbrown.com	(305)714-4505
Alyssa Vento	Claims Representative	alyssa.vento@bbrown.com	(305)246-7527



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Proposal Premium Summary

Line of Business	Expiring Premium	Premium
Property	Starstone	Starstone
Limits covered	\$5m AOP Lmt \$1.75m Wind Lmt	\$5m AOP Lmt \$1.75m Wind Lmt
Total insured value	25,363,819	25,363,819
Includes Inland Marine Schedule	No	No
Premium	\$ 201,105.00	\$ 201,105.00
Fees	\$ -	\$ -
Endorsement (Solar panels)	\$ 4.00	\$ 504.00
Total	\$ 201,109.00	\$ 201,609.00
Inland Marine	Aspen Specialty	Aspen Specialty
Total Insured Value	\$ 1,677,696.00	1,677,696
Premium	\$ 40,000.00	\$ 49,150.00
Fees	\$ 4.00	\$ 4.00
Total	\$ 40,004.00	\$ 49,154.00
Boiler & Machinery	Travelers	Travelers
Total insured value	24,910,736	28,826,828
Premium	\$ 9,784.00	\$ 10,309.00
Fees	\$ -	\$ 103.00
Total	\$ 9,784.00	\$ 10,412.00
Package	PGIT	PGIT
Premium	\$ 117,485.00	\$ 113,806.00
Fees	\$ -	\$ -
Total	\$ 117,485.00	\$ 113,806.00
Worker's Compensation	PGIT	PGIT
Payroll	2,919,113	3,108,855
Ex-Mod	1.02	0.85
Premium	\$ 44,783.00	\$ 44,339.00
Fees	\$ -	\$ 160.00
Total	\$ 44,783.00	\$ 44,499.00
Crime 3 year policy exp 10/1/25	Travelers	Travelers
Premium	\$ 1,028.42	\$ 1,028.42
Fees	\$ -	\$ -
Total	\$ 1,028.42	\$ 1,028.42
Cyber	Lloyds	Lloyds
Premium	\$ 9,525.00	\$ 9,525.00
Fees	\$ 250.00	\$ 250.00
Total	\$ 9,775.00	\$ 9,775.00

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Fiduciary	Hudson	Hudson
Term	12 month term	12 month term
Premium	\$ 2,729.00	\$ 2,883.00
Fees	\$ 46.39	\$ 28.83
Total	\$ 2,775.39	\$ 2,911.83
Grand Total for October	\$ 426,743.81	\$ 433,195.25
Other Coverages		
Environmental Pollution	3/19/23-24	3/19/24-25
Premium	\$ 11,440.00	\$ 11,440.00
AST Tank Pollution	3/19/23-24	3/19/24-25
Premium	\$ 2,389.00	\$ 2,437.13
Flood 100301 Overseas Hwy	6/11/23-24	6/11/24-25
Premium	\$ 4,544.00	\$ 5,308.00
Grand total all Policies	\$ 445,116.81	\$ 452,380.38
Fee Agreement	\$ 25,000.00	\$ 25,000.00
Grand Total All Policies w/ fee:	\$ 470,116.81	\$ 477,380.38
Grand Total for October (NO WC) For budgeting	\$ 425,333.81	\$ 432,881.38

This quote is valid for (30) days or until the proposed effective date, whichever is first.

Property Minimum Earned Premium 35%

Inland Marine Minimum Earned Premium 100%

Payment Plans

Line of Business	Payment Plan	Billing Plan
All lines	Pay in Full	Agency Bill

Subjectivities:

Signed ACORD applications

Completed/signed supplemental application

Signed/completed terrorism forms. You must elect or reject coverage. The additional premium plus any fees and taxes will apply if signed rejection is not received by company or if electing coverage.

Non-Admitted Carrier Statements (for each company)

Signed Uninsured Motorist selection form

Premium payment payable to Brown & Brown in the amount of \$477,380.38



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

Meeting Date:
August 20, 2024

Agenda Item Number: G-2

Action Required:
Yes

Department: General Manager
Sponsor: Peter Rosasco

Subject:
FY2025 Proposed Budget

Summary of Discussion:

KLWTD's Fiscal Year 2025 proposed budget will be presented to the Board for approval.

Significant changes since the preliminary budget was presented on August 6, 2024:
Reduction of transfer to self-insurance fund of \$1,450,000, which changed the need for
Cash on Hand from \$219,430 to -\$1,230,570.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 26,327,549.00	1. Budget Resolution 16-2024
Administration: _____		2. FY25 Proposed Budget
Finance: _____	Funding Source:	3. FY25 Capital Budget w/funding
District Counsel: _____	N/A	4. FY25 KLWTD Budget Book
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____
General Manager

Date: 8-15-24

RESOLUTION NO. 16-2024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, LOCATED IN MONROE COUNTY, FLORIDA, ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2025 FOR THE DISTRICT; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the Key Largo Wastewater Treatment District Act (Ch. 2002-337, Laws of Florida, as amended) (the "Act"), the business and affairs of the Key Largo Wastewater Treatment District (the "District") are conducted and administered by its five-member Board of Commissioners (the "Board"); and

WHEREAS, the Board has those administrative duties set forth in the Act and in chapter 189, Florida Statutes, as the both may from time to time be amended; and

WHEREAS, pursuant to the Act and section 189.016(3), Florida Statutes, the Board has the power and the duty to adopt a budget by resolution each fiscal year.

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

Section 1. ADOPTION OF THE BUDGET AND AUTHORIZATION TO EXPEND FUNDS.

(A) The District Utility System Budget for the Fiscal Year ending September 30, 2025, attached hereto as Exhibit "A" is incorporated herein and is hereby adopted.

(B) Subject to the limitation in Section 1(D), below, the General Manager is hereby authorized to expend funds of the District for official purposes of the operation, maintenance, billing, customer services, construction, debt service payment, capital improvements and other business activities of the District in accordance with the adopted Budget.

(C) The amounts shown within the budget are established as a target level for each specific type of revenue or expenditure indicated. Recognizing that the items listed in the Budget may actually be higher or lower than those estimates, the Director of Finance is authorized to reallocate the adopted Budget within each department. Allocation of funds from one department to another is prohibited. Only the Board is authorized to increase the budgeted amounts for a department.

(D) The General Manager is authorized to expend funds not in the Budget in the event of an emergency related to the KLWTD utility system, which the General Manager reasonably believes may result in: danger or injury to persons; damage to assets of the District; or the inability of the district to provide wastewater services. As soon as possible thereafter, the General Manager or Director of Finance shall report to the Chairman of the Board any such actions taken or to be taken in such circumstances. However, such communication shall occur no later than 24 hours after such actions or events.

(E) The Director of Finance shall notify the Board when he or she determines that the actual revenues of the utility system are likely to be less than those indicated in the adopted Budget and shall also prepare a proposed revised Budget for the Board's review and consideration.

(F) The Board authorizes the General Manager and the Director of Finance to do all acts and things required of them by this Resolution and the Budget for the full, punctual, and complete performance thereof, and the Chairman and each member of the Board, officers, attorneys, and other agents of the District are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done all acts and things necessary or proper for carrying out the Budget and transactions contemplated by this Resolution, or Florida Statutes.

(G) In the absence of a Director of Finance, the Board may appoint an individual or entity to act on behalf of the Director of Finance and, in such case, all duties and responsibilities listed above of the Director of Finance shall inherently become the duties of that individual or entity.

Section 2. APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

INTENTIONALLY LEFT BLANK

RESOLVED AND ADOPTED this ____ of _____ 2024.

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

	AYE	NAY
Chairman Nicolas Rodriguez	_____	_____
Commissioner Susan Heim	_____	_____
Commissioner Robert Majeska	_____	_____
Commissioner Philip Schwartz	_____	_____
Commissioner Timothy Maloney	_____	_____

The Chairman thereupon declared Resolution No. 16-2024 duly passed and adopted the ____ day of _____, 2024

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY:_____

Nicolas Rodriguez, Chairman

ATTEST:	Approved to as to form and legal sufficiency:
_____	_____
Shannon McCully, Clerk	Nicholas W. Mulick, General Counsel

SEAL



KLWTD FY2025 PROPOSED BUDGET

GL NUMBER		DESCRIPTION	Projected Total for FY24	BUDGET 2024 ADOPTED BUDGET	FY2025 Requested	Budgeted Change from FY24 to FY25:
Non-Departmental Revenue						
1	401-0000-325.100.00	Non Ad Valorem Assessments	\$ 3,403,922	\$ 3,203,238	\$ 3,295,000	\$ 91,762
2	401-0000-343.500.00	Wastewater Service Revenue	\$ 7,608,540	\$ 7,600,000	\$ 7,600,000	\$ -
3	401-0000-343.550.01	Islamorada Wastewater Flow Revenue	\$ 1,293,133	\$ 1,300,000	\$ 1,300,000	\$ -
4	401-0000-343.550.02	Salinity Surcharge - Islamorada	\$ 31,015	\$ -	\$ -	\$ -
5	401-0000-343.550.03	Islamorada Insurance Surcharge	\$ 65,709	\$ 55,000	\$ 66,000	\$ 11,000
6	401-0000-343.600.00	Monroe County ILA	\$ 2,125,000	\$ 2,125,000	\$ 2,125,000	\$ -
7	401-0000-361.100.00	Interest Income	\$ 1,395,626	\$ 900,000	\$ 900,000	\$ -
8	401-0000-369.900.00	Miscellaneous Revenues	\$ 159,624	\$ 50,000	\$ 100,000	\$ 50,000
Total Dept 0000 - Non-Departmental			\$ 16,082,570	\$ 15,233,238	\$ 15,386,000	\$ 152,762
Capital Improvements Revenue						
9	401-5900-325.100.01	SDC Prepayments	\$ 281,946	\$ 40,000	\$ 100,000	\$ 60,000.00
10	401-5900-334.350.01	ACOE Grant Revenue	\$ 1,990,000	\$ 2,000,000	\$ 1,990,000	\$ (10,000.00)
11	401-5900-334.350.02	Stewardship Grant	\$ 8,385,896	\$ 9,627,886	\$ 5,659,628	\$ (3,968,258.00)
12	401-5900-334.350.03	Sea Level Rise Grant(s)	\$ -	\$ -	\$ 2,076,373	\$ 2,076,373.00
13	401-5900-389.000.00	Cash on Hand	\$ -	\$ (378,095)	\$ (1,230,570)	\$ (852,475.00)
14	401-5900-389.000.01	Planned Use of Reserves	\$ -	\$ 2,695,558	\$ 2,346,118	\$ (349,440.00)
Total Dept 5900 - CAPITAL IMPROVEMENTS			\$ 10,657,841	\$ 13,985,349	\$ 10,941,549	\$ (3,043,800)
TOTAL REVENUES			\$ 26,740,411	\$ 29,218,587	\$ 26,327,549	\$ (2,891,038)
Expenditures						
Non-Departmental Expenditures						
15	401-0000-581.000.01	Transfer to Repair & Replacement Fund	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	\$ -
16	401-0000-581.000.04	Insurance Reserves - Self Insurance	\$ 1,500,000	\$ 1,500,000	\$ 50,000	\$ (1,450,000)
17	401-0000-720.000.00	Debt Service Transfer	\$ 1,336,252	\$ 1,558,961	\$ 1,558,961	\$ -
Total Dept 0000 - Non-Departmental			\$ 4,036,252	\$ 4,258,961	\$ 2,808,961	\$ (1,450,000)
Administrative Expenditures						
18	401-5130-110.000.00	Payroll-Board Meeting Compensation	\$ 65,787	\$ 66,740	\$ 69,076	\$ 2,336
19	401-5130-120.000.00	Payroll-Administration	\$ 518,895	\$ 532,352	\$ 558,243	\$ 25,891
20	401-5130-210.000.00	Payroll Taxes	\$ 43,570	\$ 45,830	\$ 47,990	\$ 2,160
21	401-5130-220.000.00	Retirement Contributions	\$ 21,203	\$ 35,945	\$ 37,639	\$ 1,694
22	401-5130-230.000.00	Group Health Premiums	\$ 63,868	\$ 75,429	\$ 79,060	\$ 3,631
23	401-5130-230.001.00	Employee Benefit Administration Fees	\$ -	\$ 500	\$ 500	\$ -
24	401-5130-230.002.00	Group Life Insurance	\$ 822	\$ 924	\$ 904	\$ (20)
25	401-5130-240.000.00	Workers Compensation Insurance	\$ 1,153	\$ 1,800	\$ 1,250	\$ (550)
26	401-5130-250.000.00	Unemployment Compensation	\$ -	\$ 10,000	\$ 10,000	\$ -
27	401-5130-311.000.00	Professional Services: Website & Misc.	\$ 15,614	\$ 6,700	\$ 17,000	\$ 10,300
28	401-5130-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	\$ 1,551	\$ 1,500	\$ 1,500	\$ -
29	401-5130-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	\$ 2,786	\$ 3,000	\$ 3,000	\$ -
30	401-5130-311.000.03	Prof. Svcs: Managed IT Services	\$ 20,400	\$ 23,100	\$ 23,100	\$ -
31	401-5130-311.000.05	Professional Svcs: NWPS 457(b) Admin Fee	\$ -	\$ 3,500	\$ 3,500	\$ -
32	401-5130-311.000.07	Professional Svcs: IT Security Svcs	\$ 22,080	\$ 30,000	\$ 42,500	\$ 12,500
33	401-5130-311.000.11	Professional Services: Safety Training	\$ 475	\$ -	\$ 1,000	\$ 1,000

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER		DESCRIPTION	for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
34	401-5130-311.000.14	Professional Svcs: Mobile Device Mgmt	\$ 4,080	\$ 3,060	\$ 4,100	\$ 1,040
35	401-5130-311.002.00	Professional Svcs: FKA Billing Services	\$ 287,367	\$ 300,000	\$ 315,000	\$ 15,000
36	401-5130-311.003.00	Professional Svcs: Tax Collector Fees	\$ 11,000	\$ 11,000	\$ 11,000	\$ -
37	401-5130-311.004.00	Professional Services: Rate Study	\$ 24,980	\$ -	\$ 25,000	\$ 25,000
38	401-5130-311.005.00	Professional Svcs: Tax Roll Svc	\$ 1,700	\$ 1,700	\$ 1,700	\$ -
39	401-5130-311.006.00	Professional Svcs: Engineering	\$ 5,560	\$ 10,000	\$ 10,000	\$ -
40	401-5130-312.000.01	Professional Svcs: Lobbyists-Henderson	\$ 60,086	\$ 60,100	\$ 60,100	\$ -
41	401-5130-312.000.02	Professional Svcs: Lobbyists-Hicks	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
42	401-5130-313.001.13	Professional Svcs: Legal-General Counsel	\$ 96,210	\$ 96,210	\$ 101,210	\$ 5,000
43	401-5130-313.001.14	Professional Svcs: Legal-Outside Counsel	\$ 30,765	\$ 10,000	\$ 20,000	\$ 10,000
44	401-5130-320.000.01	Professional Svcs: Accounting/Audit Svcs	\$ 34,000	\$ 34,000	\$ 38,000	\$ 4,000
45	401-5130-320.000.02	Professional Svcs: Finance Director	\$ 86,589	\$ 86,589	\$ 91,092	\$ 4,503
46	401-5130-320.000.03	Professional Svcs: General Manager Svcs.	\$ 151,798	\$ 151,798	\$ 159,692	\$ 7,894
47	401-5130-341.000.02	BSA Software (moved to Capital)	\$ 20,844	\$ 23,100	\$ -	
48	401-5130-341.000.04	GIS Services (ESRI)	\$ 10,000	\$ 10,200	\$ 11,500	\$ 1,300
49	401-5130-341.000.05	Email Applications/Microsoft/Google Apps	\$ 24,050	\$ 16,000	\$ 16,000	\$ -
50	401-5130-341.000.11	Document Management (M-Files)	\$ 5,145	\$ 2,500	\$ 3,000	\$ 500
51	401-5130-400.000.01	General Manager Travel & Training	\$ 7,740	\$ 12,000	\$ 12,000	\$ -
52	401-5130-400.000.02	Clerk Travel & Training	\$ 1,382	\$ 2,500	\$ 2,500	\$ -
53	401-5130-400.000.03	Other Travel & Training	\$ 13,030	\$ 20,000	\$ 20,000	\$ -
54	401-5130-410.000.02	Advanced Cellular Svc / AT&T FirstNet	\$ 5,586	\$ 5,500	\$ 6,500	\$ 1,000
55	401-5130-410.000.04	Internet (Comcast & AT&T)	\$ 6,809	\$ 6,300	\$ 7,000	\$ 700
56	401-5130-410.000.05	Telephones (AT&T)	\$ 2,639	\$ 900	\$ 1,200	\$ 300
57	401-5130-410.000.07	VOIP	\$ 2,904	\$ 3,600	\$ 3,600	\$ -
58	401-5130-410.000.08	GPS / Fleet Services	\$ 234	\$ 275	\$ 275	\$ -
59	401-5130-411.000.02	IT:HARDWARE REPAIR-Parts & Maint Upgrade	\$ 595	\$ 7,000	\$ 7,000	\$ -
60	401-5130-411.000.03	IT: Software and Software Upgrades	\$ 52,911	\$ 16,500	\$ 36,720	\$ 20,220
61	401-5130-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	\$ 15,370	\$ 17,000	\$ 17,000	\$ -
62	401-5130-420.000.00	Postage & Delivery Expense	\$ 1,847	\$ 2,700	\$ 2,700	\$ -
63	401-5130-430.000.00	Water (Utility)-District Office	\$ 406	\$ 500	\$ 600	\$ 100
64	401-5130-432.000.00	Facility Cleaning	\$ 18,514	\$ 19,000	\$ 21,000	\$ 2,000
65	401-5130-432.001.00	Solid Waste	\$ 1,012	\$ 1,700	\$ 1,700	\$ -
66	401-5130-435.000.00	Electricity	\$ 3,255	\$ 4,400	\$ 4,400	\$ -
67	401-5130-440.000.00	Rents & Leases	\$ -	\$ 1,000	\$ 1,000	\$ -
68	401-5130-450.000.00	Insurance (excluding W-Comp & Health)	\$ 419,914	\$ 425,923	\$ 432,882	\$ 6,959
69	401-5130-460.000.01	Repairs & Maintenance: Grounds Keeping	\$ 2,957	\$ 3,000	\$ 5,000	\$ 2,000
70	401-5130-460.000.02	Repairs & Maintenance: Vehicles	\$ 725	\$ 200	\$ 1,500	\$ 1,300
71	401-5130-460.000.04	Repairs & Maintenance: Bldgs & Equip	\$ 9,166	\$ 9,200	\$ 30,000	\$ 20,800
72	401-5130-470.000.00	Copier	\$ 5,271	\$ 7,260	\$ 7,260	\$ -
73	401-5130-480.000.00	Advertisements	\$ 6,001	\$ 5,000	\$ 10,000	\$ 5,000
74	401-5130-491.000.01	Storm Supplies & Preparation	\$ -	\$ 2,000	\$ 2,000	\$ -
75	401-5130-492.000.00	Bank Fees	\$ 34	\$ 500	\$ 500	\$ -
76	401-5130-510.000.01	Office Supplies	\$ 10,876	\$ 12,000	\$ 12,000	\$ -
77	401-5130-510.000.02	Printings	\$ 1,824	\$ 3,000	\$ 3,000	\$ -
78	401-5130-510.000.03	Office Furnishings	\$ 1,130	\$ 2,500	\$ 5,000	\$ 2,500
79	401-5130-520.000.01	Employee Clothing/Uniforms	\$ 1,000	\$ 1,200	\$ 1,500	\$ 300
80	401-5130-520.007.00	Regulatory, Permit & Recording Fees	\$ 919	\$ 1,000	\$ 1,000	\$ -
81	401-5130-520.010.02	Fuel: Vehicles	\$ 316	\$ 1,000	\$ 1,000	\$ -
82	401-5130-521.000.00	Board: Travel, Admin, Office Supplies	\$ 5,923	\$ 6,000	\$ 6,000	\$ -
83	401-5130-540.000.02	Clerk Dues	\$ 317	\$ 350	\$ 350	\$ -

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER	DESCRIPTION		for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
84	401-5130-540.000.03	Other Dues and Subscriptions	\$ 6,676	\$ 5,000	\$ 11,000	\$ 6,000
85	401-5130-645.000.00	Capital Outlay: IT Equipment	\$ 6,798	\$ 6,000	\$ 8,500	\$ 2,500
	Total Dept 5130 - ADMINISTRATIVE		\$ 2,291,461	\$ 2,310,585	\$ 2,492,343	\$ 181,758
						\$ -
	Plant Expenditures					\$ -
86	401-5351-120.000.00	Payroll-Plant	\$ 468,207	\$ 476,912	\$ 499,307	\$ 22,395
87	401-5351-210.000.00	Payroll Taxes	\$ 34,455	\$ 36,484	\$ 38,197	\$ 1,713
88	401-5351-220.000.00	Retirement Contributions	\$ 16,262	\$ 27,304	\$ 28,539	\$ 1,235
89	401-5351-230.000.00	Group Health Premiums	\$ 77,634	\$ 75,429	\$ 79,060	\$ 3,631
90	401-5351-230.002.00	Group Life Insurance	\$ 493	\$ 494	\$ 494	\$ -
91	401-5351-240.000.00	Workers Compensation Insurance	\$ 9,933	\$ 11,000	\$ 10,250	\$ (750)
92	401-5351-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	\$ 583	\$ 1,600	\$ 1,600	\$ -
93	401-5351-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	\$ 6,463	\$ 6,000	\$ 6,210	\$ 210
94	401-5351-311.000.03	Prof. Svcs: Managed IT Services	\$ 20,400	\$ 23,100	\$ 23,100	\$ -
95	401-5351-311.000.11	Professional Services: Safety Training	\$ 1,534	\$ 1,000	\$ 1,500	\$ 500
96	401-5351-311.006.00	Professional Services: Engineering	\$ 71,522	\$ 75,000	\$ 75,000	\$ -
97	401-5351-311.006.01	Engineering: Islamorada Misc Engineering	\$ 15,270	\$ 10,000	\$ 20,000	\$ 10,000
98	401-5351-400.000.00	Training, Education & Travel	\$ 1,192	\$ 5,000	\$ 5,000	\$ -
99	401-5351-410.000.02	Advanced Cellular Svc / AT&T FirstNet	\$ 964	\$ 1,000	\$ 1,000	\$ -
100	401-5351-410.000.04	Internet (Comcast & AT&T)	\$ 6,153	\$ 6,300	\$ 6,300	\$ -
101	401-5351-410.000.05	Telephones (AT&T)	\$ 4,261	\$ 10,120	\$ 1,500	\$ (8,620)
102	401-5351-410.000.08	GPS / Fleet Services	\$ 234	\$ 275	\$ 275	\$ -
103	401-5351-410.000.09	Radios / P25 MCSO Agreement	\$ 750	\$ 750	\$ 750	\$ -
104	401-5351-410.000.10	Plant Gate Data Service	\$ 695	\$ 750	\$ 1,500	\$ 750
105	401-5351-411.000.02	IT:HARDWARE REPAIR-Parts & Maint Upgrade	\$ 1,623	\$ 5,000	\$ 6,000	\$ 1,000
106	401-5351-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	\$ 13,323	\$ 13,500	\$ 13,500	\$ -
107	401-5351-420.000.00	Postage & Delivery Expense	\$ 25,173	\$ 28,000	\$ 28,000	\$ -
108	401-5351-430.000.00	Water- Plant	\$ 4,491	\$ 5,000	\$ 5,200	\$ 200
109	401-5351-432.000.00	Facility Cleaning	\$ 4,046	\$ 4,500	\$ 4,950	\$ 450
110	401-5351-432.001.00	Solid Waste	\$ 8,424	\$ 12,000	\$ 12,000	\$ -
111	401-5351-435.000.00	Electricity - Plant	\$ 400,808	\$ 465,000	\$ 450,000	\$ (15,000)
112	401-5351-440.000.00	Rents & Leases	\$ -	\$ 7,000	\$ 7,000	\$ -
113	401-5351-460.000.01	Repairs & Maintenance: Grounds Keeping	\$ 1,781	\$ 6,000	\$ 6,000	\$ -
114	401-5351-460.000.02	Repairs & Maintenance: Vehicles	\$ -	\$ 1,000	\$ 1,000	\$ -
115	401-5351-460.000.03	Repairs & Maintenance: Equipment	\$ 249,666	\$ 340,000	\$ 300,000	\$ (40,000)
116	401-5351-460.000.04	Repairs & Maintenance: Buildings	\$ 20,739	\$ 40,000	\$ 40,000	\$ -
117	401-5351-491.000.01	Storm Supplies & Preparation	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
118	401-5351-510.000.01	Office Supplies	\$ 2,628	\$ 2,800	\$ 3,500	\$ 700
119	401-5351-510.000.03	Office Furnishings	\$ -	\$ 1,500	\$ 1,500	\$ -
120	401-5351-511.000.00	Safety Supplies	\$ 4,005	\$ 3,500	\$ 3,500	\$ -
121	401-5351-520.000.00	Employee Uniforms / Clothing	\$ 478	\$ 1,500	\$ 1,500	\$ -
122	401-5351-520.001.00	Lab Services (sample analysis)	\$ 40,877	\$ 50,000	\$ 50,000	\$ -
123	401-5351-520.002.00	Sludge Handling	\$ 629,378	\$ 800,000	\$ 840,000	\$ 40,000
124	401-5351-520.003.00	Chemicals	\$ 707,869	\$ 870,000	\$ 800,000	\$ (70,000)
125	401-5351-520.004.00	Lab Supplies	\$ 35,978	\$ 30,000	\$ 40,000	\$ 10,000
126	401-5351-520.005.00	Supplies & Tools (plant operations)	\$ 9,775	\$ 12,000	\$ 12,000	\$ -
127	401-5351-520.006.00	Immunizations	\$ -	\$ 1,200	\$ 1,200	\$ -
128	401-5351-520.007.00	Regulatory/ Permit Fees	\$ -	\$ 1,000	\$ 6,500	\$ 5,500
129	401-5351-520.010.01	Fuel: Equipment	\$ 524	\$ 1,000	\$ 1,000	\$ -
130	401-5351-520.010.02	Fuel: Vehicles	\$ 836	\$ 1,000	\$ 1,000	\$ -

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER	DESCRIPTION		for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
131	401-5351-520.010.03	Fuel: Generators	\$ 4,053	\$ 5,500	\$ 5,500	\$ -
132	401-5351-540.000.00	Dues & Subscriptions	\$ -	\$ 400	\$ 400	\$ -
133	401-5351-644.000.00	Mechanical Integrity Testing Project	\$ 9,823	\$ -	\$ -	\$ -
134	401-5351-645.000.00	Capital Outlay - Computer Equipment	\$ -	\$ 5,000	\$ 5,500	\$ 500
	Total Dept 5351 - PLANT		\$ 2,915,303	\$ 3,483,918	\$ 3,448,332	\$ (35,586)
						\$ -
	Field Expenditures					\$ -
135	401-5352-120.000.00	Payroll-Field	\$ 1,276,637	\$ 1,252,382	\$ 1,336,596	\$ 84,214
136	401-5352-210.000.00	Payroll Taxes	\$ 93,182	\$ 95,807	\$ 102,250	\$ 6,443
137	401-5352-220.000.00	Retirement Contributions	\$ 49,955	\$ 73,127	\$ 78,420	\$ 5,293
138	401-5352-230.000.00	Group Health Premiums	\$ 187,386	\$ 201,145	\$ 224,002	\$ 22,857
139	401-5352-230.002.00	Group Life Insurance	\$ 1,238	\$ 1,344	\$ 1,397	\$ 53
140	401-5352-240.000.00	Workers Compensation Insurance	\$ 25,838	\$ 27,000	\$ 24,000	\$ (3,000)
141	401-5352-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	\$ 3,435	\$ 2,500	\$ 2,500	\$ -
142	401-5352-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	\$ 17,811	\$ 17,000	\$ 17,000	\$ -
143	401-5352-311.000.03	Prof. Svcs: Managed IT Services	\$ 20,400	\$ 23,100	\$ 23,100	\$ -
144	New	Solar Maintenance Contract (new)	\$ -	\$ -	\$ 12,500	\$ 12,500
145	401-5352-311.000.11	Professional Services: Safety Training	\$ 2,374	\$ 2,500	\$ 3,500	\$ 1,000
146	401-5352-311.006.00	Professional Services: Engineering	\$ 55,349	\$ 75,000	\$ 75,000	\$ -
147	401-5352-311.006.01	Sea Level Rise Engineering Fees	\$ 10,740	\$ 20,000	\$ -	\$ (20,000)
148	401-5352-341.000.06	GPServ/Trimble	\$ 5,709	\$ 4,100	\$ 4,100	\$ -
149	401-5352-341.000.13	GIS Upgrade	\$ 81,165	\$ 46,440	\$ 46,440	\$ -
150	401-5352-400.000.00	Training, Education & Travel	\$ 3,429	\$ 11,000	\$ 11,000	\$ -
151	401-5352-410.000.02	Advanced Cellular Svc / AT&T FirstNet	\$ 6,842	\$ 7,000	\$ 7,000	\$ -
152	401-5352-410.000.04	Internet (Comcast & AT&T)	\$ 18,235	\$ 18,000	\$ 19,000	\$ 1,000
153	401-5352-410.000.05	Telephones (AT&T)	\$ 13,548	\$ 6,500	\$ 7,800	\$ 1,300
154	401-5352-410.000.08	GPS / Fleet Services	\$ 2,590	\$ 2,800	\$ 2,800	\$ -
155	401-5352-410.000.09	Radios / P25 MCSO Agreement	\$ 3,750	\$ 3,750	\$ 3,750	\$ -
156	401-5352-411.000.02	IT:HARDWARE REPAIR-Parts & Maint Upgrade	\$ -	\$ 6,000	\$ 6,000	\$ -
157	401-5352-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	\$ 16,488	\$ 16,500	\$ 17,000	\$ 500
158	401-5352-430.000.01	Water- Vac Station A	\$ 315	\$ 450	\$ 450	\$ -
159	401-5352-430.000.02	Water- Vac Station D	\$ 379	\$ 350	\$ 450	\$ 100
160	401-5352-430.000.03	Water- Vac Station F	\$ 263	\$ 350	\$ 450	\$ 100
161	401-5352-430.000.04	Water- Vac Station G	\$ 361	\$ 450	\$ 450	\$ -
162	401-5352-430.000.05	Water- Vac Station I - house	\$ 369	\$ 350	\$ 450	\$ 100
163	401-5352-430.000.06	Water- Vac Station I & Office	\$ 693	\$ 800	\$ 800	\$ -
164	401-5352-430.000.07	Water- Vac Station JK	\$ 469	\$ 650	\$ 550	\$ (100)
165	401-5352-430.000.09	Water- Humpty Dumpty	\$ 253	\$ 300	\$ 300	\$ -
166	401-5352-430.000.10	Water- Harborage	\$ 254	\$ 300	\$ 300	\$ -
167	401-5352-430.000.12	Water- Peter Pan	\$ 253	\$ 300	\$ 300	\$ -
168	401-5352-430.000.13	Water - Coastal WW/Largo Pk Lift Sta	\$ -	\$ -	\$ 300	\$ 300
169	401-5352-432.000.00	Facility Cleaning	\$ 9,189	\$ 11,000	\$ 12,100	\$ 1,100
170	401-5352-432.001.00	Solid Waste	\$ 2,760	\$ 2,500	\$ 3,000	\$ 500
171	401-5352-435.000.01	Electricity- Vac Station A	\$ 69,564	\$ 75,000	\$ 75,000	\$ -
172	401-5352-435.000.02	Electricity- Vac Station D	\$ 67,705	\$ 75,000	\$ 75,000	\$ -
173	401-5352-435.000.03	Electricity- Vac Station E	\$ 44,226	\$ 60,000	\$ 50,000	\$ (10,000)
174	401-5352-435.000.04	Electricity- Vac Station F	\$ 1,695	\$ 2,500	\$ 2,500	\$ -
175	401-5352-435.000.05	Electricity- Vac Station G	\$ 27,543	\$ 43,000	\$ 35,000	\$ (8,000)
176	401-5352-435.000.06	Electricity- Vac Station I	\$ 12,250	\$ 12,000	\$ 15,000	\$ 3,000
177	401-5352-435.000.07	Electricity- Vac Station I - house	\$ 1,392	\$ 3,000	\$ 2,000	\$ (1,000)

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER		DESCRIPTION	for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
178	401-5352-435.000.08	Electricity- Vac Station I - office	\$ 1,345	\$ 2,000	\$ 2,000	\$ -
179	401-5352-435.000.09	Electricity- Vac Station JK	\$ 51,672	\$ 55,000	\$ 55,000	\$ -
180	401-5352-435.000.11	Electricity- Humpty Dumpty	\$ 640	\$ 1,000	\$ 1,000	\$ -
181	401-5352-435.000.12	Electricity- Harborage	\$ 828	\$ 1,200	\$ 1,000	\$ (200)
182	401-5352-435.000.13	Electricity-Coastal WW/Largo Pk Lift Sta	\$ 905	\$ 1,200	\$ 1,200	\$ -
183	401-5352-435.000.14	Electricity-Peter Pan/Tweedy Pie	\$ 645	\$ 800	\$ 800	\$ -
184	401-5352-440.000.00	Rents & Leases	\$ -	\$ 5,000	\$ 5,000	\$ -
185	401-5352-460.000.01	Repairs & Maintenance: Grounds Keeping	\$ 15,900	\$ 15,000	\$ 17,500	\$ 2,500
186	401-5352-460.000.02	Repairs & Maintenance: Vehicles	\$ 21,833	\$ 15,000	\$ 25,000	\$ 10,000
187	401-5352-460.000.03	Repairs & Maintenance: Equipment	\$ 218,931	\$ 160,000	\$ 220,000	\$ 60,000
188	401-5352-460.000.04	Repairs & Maintenance: Buildings	\$ 27,980	\$ 20,000	\$ 25,000	\$ 5,000
189	401-5352-460.000.05	Repairs & Maintenance: Collection System	\$ 84,185	\$ 100,000	\$ 100,000	\$ -
190	401-5352-460.000.05-CS SEWER	Repairs & Maintenance: Coll Sys/Cust Svc	\$ 2,040	\$ 2,000	\$ 2,000	\$ -
191	401-5352-460.000.08	Grinder Pump Monitoring	\$ 3,684	\$ 4,000	\$ 4,500	\$ 500
192	401-5352-470.000.00	Copier	\$ 1,092	\$ 1,980	\$ 1,980	\$ -
193	401-5352-491.000.01	Storm Supplies & Preparation	\$ 2,000	\$ 2,000	\$ 2,000	\$ -
194	401-5352-510.000.01	Office Supplies	\$ 1,608	\$ 2,500	\$ 2,500	\$ -
195	401-5352-510.000.03	Office Furnishings	\$ 831	\$ 3,000	\$ 3,000	\$ -
196	401-5352-511.000.00	Safety Supplies	\$ 3,435	\$ 6,000	\$ 5,000	\$ (1,000)
197	401-5352-520.000.00	Employee Uniforms / Clothing	\$ 367	\$ 3,200	\$ 3,200	\$ -
198	401-5352-520.005.00	Supplies and Tools (field operations)	\$ 48,833	\$ 46,004	\$ 46,000	\$ (4)
199	401-5352-520.006.00	Immunizations	\$ -	\$ 1,500	\$ 1,500	\$ -
200	401-5352-520.010.01	Fuel: Equipment	\$ 1,045	\$ 2,000	\$ 2,000	\$ -
201	401-5352-520.010.02	Fuel: Vehicles	\$ 36,927	\$ 40,000	\$ 40,000	\$ -
202	401-5352-520.010.03	Fuel: Generators	\$ 5,694	\$ 8,500	\$ 8,500	\$ -
203	401-5352-540.000.00	Dues & Subscriptions	\$ -	\$ 100	\$ 100	\$ -
204	401-5352-645.000.00	Capital Outlay - Computer Equipment	\$ -	\$ 7,000	\$ 7,000	\$ -
	Total Dept 5352 - FIELD		\$ 2,668,454	\$ 2,707,279	\$ 2,882,335	\$ 175,056
						\$ -
	Facilities Expenditures					\$ -
205	401-5354-120.000.00	Payroll-Facilities	\$ 558,186	\$ 590,727	\$ 598,289	\$ 7,562
206	401-5354-210.000.00	Payroll Taxes	\$ 41,844	\$ 45,259	\$ 45,769	\$ 510
207	401-5354-220.000.00	Retirement Contributions	\$ 30,962	\$ 35,497	\$ 35,897	\$ 400
208	401-5354-230.000.00	Group Health Premiums	\$ 81,157	\$ 88,001	\$ 92,236	\$ 4,235
209	401-5354-230.002.00	Group Life Insurance	\$ 564	\$ 588	\$ 575	\$ (13)
210	401-5354-240.000.00	Workers Compensation Insurance	\$ 11,822	\$ 15,000	\$ 12,500	\$ (2,500)
211	401-5354-311.000.03	Prof. Svcs. Managed IT Services	\$ 20,400	\$ 23,100	\$ 23,100	\$ -
212	401-5354-311.000.11	Professional Services: Safety Training	\$ 1,534	\$ 1,000	\$ 2,550	\$ 1,550
213	401-5354-400.000.00	Training, Education & Travel	\$ 604	\$ 10,000	\$ 10,000	\$ -
214	401-5354-410.000.02	Advanced Cellular Svc / AT&T FirstNet	\$ 840	\$ 1,000	\$ 1,000	\$ -
215	401-5354-410.000.08	GPS / Fleet Services	\$ 1,170	\$ 1,300	\$ 1,300	\$ -
216	401-5354-410.000.09	Radios / P25 MCSO Agreement	\$ 1,875	\$ 1,875	\$ 1,875	\$ -
217	401-5354-411.000.02	IT:HARDWARE REPAIR-Parts & Maint Upgrade	\$ 270	\$ 2,000	\$ 3,000	\$ 1,000
218	401-5354-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	\$ 8,527	\$ 8,600	\$ 8,600	\$ -
219	401-5354-432.000.00	Facility Cleaning	\$ 4,046	\$ 4,500	\$ 4,950	\$ 450
220	401-5354-460.000.02	Repairs & Maintenance: Vehicles	\$ 3,756	\$ 3,000	\$ 3,000	\$ -
221	401-5354-460.000.03	Repairs & Maintenance: Equipment	\$ -	\$ 1,200	\$ 1,200	\$ -
222	401-5354-510.000.01	Office Supplies	\$ 1,006	\$ 1,000	\$ 1,000	\$ -
223	401-5354-510.000.03	Office Furnishings	\$ -	\$ 800	\$ 800	\$ -
224	401-5354-511.000.00	Safety Supplies	\$ -	\$ 1,500	\$ 1,500	\$ -

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER		DESCRIPTION	for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
225	401-5354-520.000.00	Employee Uniforms/ Clothing	\$ 317	\$ 1,500	\$ 1,500	\$ -
226	401-5354-520.005.00	Supplies & Tools	\$ 11,959	\$ 22,000	\$ 20,000	\$ (2,000)
227	401-5354-520.006.00	Immunizations	\$ -	\$ 1,500	\$ 1,500	\$ -
228	401-5354-520.010.02	Fuel: Vehicles	\$ 5,371	\$ 7,500	\$ 7,500	\$ -
229	401-5354-645.000.00	Capital Outlay - Computer Equipment	\$ -	\$ 3,000	\$ 3,000	\$ -
	Total Dept 5354 - FACILITIES		\$ 786,210	\$ 871,447	\$ 882,641	\$ 11,194
						\$ -
	Capital Improvement Expenditures					
230	401-5900-311.006.00-2018-007	Engineering: VPS Piping Mod	\$ 86,394	\$ 211,035	\$ 45,000	\$ (166,035)
231	401-5900-311.006.00-2019-002	Engineering: Fire Suppression @ WWTP	\$ 12,366	\$ -	\$ -	\$ -
232	401-5900-311.006.00-2021-002	Engineering: Odor Control at Vac Stns	\$ 56,304	\$ 172,960	\$ 210,000	\$ 37,040
233	401-5900-311.006.00-2021-003	Engineering: Tanks Coating	\$ 760	\$ -	\$ -	\$ -
234	401-5900-311.006.00-2022-000	Engineering: Capital Prelim Design & Bgt	\$ 33,141	\$ 25,000	\$ 35,000	\$ 10,000
235	401-5900-311.006.00-2022-001	Engineering: Effluent Filtration Upgrade	\$ 285,495	\$ 197,848	\$ 87,000	\$ (110,848)
236	401-5900-311.006.00-2022-003	Engineering: Lift Sta at KL Trailer Park	\$ 7,753	\$ 10,000	\$ 5,000	\$ (5,000)
237	401-5900-311.006.00-2022-004	Engineering: Vac System Monitoring	\$ 442,020	\$ 300,000	\$ 62,000	\$ (238,000)
238	401-5900-311.006.00-2022-009	Engineering -Power Cond & Elec Up @ WWTP	\$ 233,010	\$ 126,693	\$ 169,650	\$ 42,957
239	401-5900-311.006.00-2022-010	Engineering: EQ Tank Headworks/Scrn Upg	\$ 76,116	\$ 120,000	\$ 146,250	\$ 26,250
240	401-5900-311.006.00-2023-002	Engineering: Ventilation Upg @ Vac Stns	\$ -	\$ 14,000	\$ 41,125	\$ 27,125
241	401-5900-311.006.00-2023-004	Engineering: Two Driveways @ Vac I	\$ 1,300	\$ -	\$ -	\$ -
242	401-5900-311.006.00-2023-005	Engineering: Direct Potable Reuse	\$ -	\$ 87,500	\$ 62,073	\$ (25,427)
243	401-5900-311.006.00-2023-025	Engineering: Deep Inj Well Permitting	\$ 15,435	\$ -	\$ 5,000	\$ 5,000
244	401-5900-311.006.00-2023-027	Engineering: Isla NPK Pinch Valve FM	\$ -	\$ 25,000	\$ 25,000	\$ -
245	401-5900-311.006.00-2024-001	Engineering: Grinder Pump Latrl Pit Upg	\$ 105,969	\$ 89,766	\$ 130,000	\$ 40,234
246	401-5900-311.006.00-2024-002	Engineering: Ops Blower Room Mod	\$ -	\$ 30,000	\$ 52,500	\$ 22,500
247	401-5900-311.006.00-SvcConRv	Engineering: Service Connection Revision	\$ 22,414	\$ 15,000	\$ 20,000	\$ 5,000
248	401-5900-311.006.00-2022-008	Engineering: Vac Sta Elec Upg Pwr Cond	\$ -	\$ -	\$ 61,275	\$ 61,275
249	401-5900-311.006.00-2025-001	Engineering: Replace Vac Pit Collar	\$ -	\$ -	\$ 25,000	\$ 25,000
250	401-5900-311.006.00-2025-002	Engineering: Coll Sys Sea Level Ph1 Project	\$ -	\$ -	\$ 188,761	\$ 188,761
251	401-5900-311.006.00-2025-003	Engineering: Vac Sta Sewage Tank Upg	\$ -	\$ -	\$ 124,328	\$ 124,328
252	401-5900-311.006.00-2025-004	Engineering: MJ Wood Fire Supp Dispute	\$ -	\$ -	\$ 15,000	\$ 15,000
253	401-5900-311.006.00-2025-005	Engineering: Ductile Iron Piping Corrosion	\$ -	\$ -	\$ 150,000	\$ 150,000
254	401-5900-311.006.00-2025-005	Engineering: KLWTD Coll Sys Action Plan (SAP)	\$ -	\$ -	\$ 500,000	\$ 500,000
255	401-5900-630.000.00-2018-007	Capital Outlay: VPS Piping Mod	\$ 3,482,834	\$ 2,926,755	\$ 200,000	\$ (2,726,755)
256	401-5900-630.000.00-2021-002	Capital Outlay: Odor Control at Vac Stns	\$ 1,550	\$ 987,131	\$ 987,500	\$ 369
257	401-5900-630.000.00-2021-004	Capital Outlay: Spare Inj Well Pump&VFD	\$ -	\$ 20,000	\$ -	\$ (20,000)
258	401-5900-630.000.00-2021-005	Capital Outlay: Effluent Inj Pump Repair	\$ 67,413	\$ 84,000	\$ 45,000	\$ (39,000)
259	401-5900-630.000.00-2022-001	Capital Outlay: Effluent Filtration Upg	\$ 3,680,414	\$ 3,067,345	\$ 500,000	\$ (2,567,345)
260	401-5900-630.000.00-2022-003	Cap Outlay: Replace Lift Sta KL Trl Pk	\$ -	\$ 300,000	\$ 112,800	\$ (187,200)
261	401-5900-630.000.00-2022-004	Capital Outlay: Vac System Monitoring	\$ 2,689,989	\$ 2,322,566	\$ 1,225,000	\$ (1,097,566)
262	401-5900-630.000.00-2022-006	Cap Outlay: Sewage Pump Repl/Piping Mod	\$ 14,912	\$ 15,000		\$ (15,000)
263	401-5900-630.000.00-2022-009	Cap Outlay: Power Cond & Elec Upg WWTP	\$ -	\$ 700,000	\$ 1,837,500	\$ 1,137,500
264	401-5900-630.000.00-2022-010	Cap Outlay: EQ Tank Headworks/Scrn Upg	\$ -	\$ 1,250,000	\$ 1,950,000	\$ 700,000
265	401-5900-630.000.00-2023-002	Cap Outlay: Ventilation Upg @ Vac Stns	\$ -	\$ 185,000	\$ -	\$ (185,000)
266	401-5900-630.000.00-2023-026	Capital Outlay: Diffuser Sleeves	\$ 56,424	\$ 56,500	\$ -	\$ (56,500)
267	401-5900-630.000.00-2023-027	Capital Outlay: Isla NPK Pinch Valve FM	\$ -	\$ 250,000	\$ 250,000	\$ -
268	401-5900-630.000.00-2024-001	Cap Outlay: Grinder Pump Lateral Pit Upg	\$ -	\$ 590,625	\$ 251,000	\$ (339,625)
269	401-5900-630.000.00-2024-002	Capital Outlay: Ops Blower Room Mod	\$ -	\$ 250,000	\$ -	\$ (250,000)
270	401-5900-640.000.00-2023-008	Cap Outlay: SoftStart Upg Vac Stn to VFD	\$ -	\$ 112,500	\$ -	\$ (112,500)
271	401-5900-640.000.00-2023-009	Capital Outlay: SBR Blower Spare Parts	\$ 8,785	\$ 35,000	\$ -	\$ (35,000)

			Projected Total	BUDGET 2024	FY2025	Budgeted Change
GL NUMBER		DESCRIPTION	for FY24	ADOPTED BUDGET	Requested	from FY24 to FY25:
272	401-5900-640.000.00-2023-012	Cap Outlay: Spare Flow Meters for Plant	\$ 38,672	\$ -		\$ -
273	401-5900-640.000.00-2023-015	Capital Outlay: SBR & DCU PLC Upgrades	\$ 65,455	\$ -		\$ -
274	401-5900-640.000.00-2023-017	Capital Outlay: Vac Pump Rebuild & Spare	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
275	401-5900-640.000.00-2023-022	Cap Outlay: Cabling Plant, Vac Stn, Admi	\$ -	\$ 8,000		\$ (8,000)
276	401-5900-640.000.00-2023-023	Cap Outlay: Cameras-Plant, Admin, Field	\$ 459	\$ -		\$ -
277	401-5900-640.000.00-2024-003	Capital Outlay: Replace Vac Pit Collars	\$ -	\$ 250,000	\$ 350,000	\$ 100,000
278	401-5900-640.000.00-2024-004	Capital Outlay: Vac Stn Paint Interior	\$ -	\$ 105,000	\$ 105,000	\$ -
279	401-5900-640.000.00-2024-005	Cap Outlay: Digester Motive Pump Replace	\$ -	\$ 230,000	\$ 238,118	\$ 8,118
280	401-5900-640.000.00-2024-006	Capital Outlay: Replace Hydroxide Pump	\$ 19,970	\$ 20,000		\$ (20,000)
281	401-5900-640.000.00-2024-007	Cap Outlay: Inj Well Check Pump Valves	\$ 17,335	\$ 18,000		\$ (18,000)
282	401-5900-640.000.00-2024-008	Capital Outlay: Admin Bldg Hardening	\$ -	\$ 59,670		\$ (59,670)
283	401-5900-640.000.00-2024-009	Capital Outlay: Forklift for Plant	\$ 50,665	\$ 47,000		\$ (47,000)
284	401-5900-640.000.00-2024-010	Capital Outlay: Admin/Board Vehicle	\$ -	\$ 29,300		\$ (29,300)
285	401-5900-640.000.00-2024-011	Capital Outlay: Field Ops Truck	\$ -	\$ 30,000	\$ 140,000	\$ 110,000
286	401-5900-640.000.00-2024-012	Capital Outlay: Mini Excavator	\$ 87,202	\$ 87,203		\$ (87,203)
287	401-5900-650.003.00-SvcConRv	Service Connection Construction Revision	\$ 53,395	\$ 50,000	\$ 200,000	\$ 150,000
288	401-5900-311.006.00-2025-002	Capital Outlay: Coll Sys Sea Level Ph1 Project	\$ -	\$ -	\$ 1,887,612	\$ 1,887,612
289	401-5900-640.000.00-2025-006	Spectraphotometer	\$ -	\$ -	\$ 7,000	\$ 7,000
290	401-5900-640.000.00-2025-007	SBR Blower VFD	\$ -	\$ -	\$ 60,000	\$ 60,000
291	401-5900-640.000.00-2025-008	Plant Perimeter Security Upgrades	\$ -	\$ -	\$ 12,000	\$ 12,000
292	401-5900-640.000.00-2025-009	Field Dept Vactron New for Replacement	\$ -	\$ -	\$ 110,000	\$ 110,000
293	401-5900-640.000.00-2025-010	New Salinity Probes for Vac Stations	\$ -	\$ -	\$ 42,000	\$ 42,000
294	401-5900-640.000.00-2025-011	New Clear Vus & SS Piping @ Vac Stn A, D & E	\$ -	\$ -	\$ 30,000	\$ 30,000
295	401-5900-640.000.00-2025-012	New Grinder Pumps (5)	\$ -	\$ -	\$ 17,500	\$ 17,500
296	401-5900-640.000.00-2025-013	Collection System Valves	\$ -	\$ -	\$ 32,000	\$ 32,000
297	401-5900-640.000.00-2025-014	Minks Vacuum Pump for Vac Stn F	\$ -	\$ -	\$ 16,500	\$ 16,500
298	401-5900-640.000.00-2025-015	Solar Upgrades & Repairs for Existing System	\$ -	\$ -	\$ 62,100	\$ 62,100
299	401-5900-640.000.00-2025-016	Ductile Iron Piping Corrosion	\$ -	\$ -	\$ 850,000	\$ 850,000
300	401-5900-640.000.00-2025-017	BSA Software Cloud Upgrade	\$ 20,844	\$ -	\$ 59,345	\$ 59,345
301	401-5900-650.999.03-SCADAUPG	AQUA AEROBICS - SCADA UPGRADE SOFTWARE	\$ 43,351	\$ -	\$ -	\$ -
	Total Dept 5900 - CAPITAL IMPROVEMENTS		\$ 11,853,147	\$ 15,586,397	\$ 13,812,937	\$ (1,773,460)
	TOTAL EXPENDITURES		\$ 24,550,828	\$ 29,218,587	\$ 26,327,549	\$ (2,891,038)
			TOTAL REVENUES FY25 \$ 26,327,549			
			TOTAL EXPENDITURES FY25 \$ 26,327,549			



KLWTD Capital Projects and Funding Sources

FY25 Budget Line #	GL NUMBER	Funding Source	PROJECT DESCRIPTION	FY2025 Amount Requested	EXPLANATION
ENGINEERING WITHOUT CAPITAL OUTLAY					
E1	401-5900-311.006.00-2022-000	Rate Revenue	Engineering: Capital Prelim Design & Bgt	\$ 35,000.00	Assisting with budget development and capital planning, processing grant applications and reimbursements
E2	401-5900-311.006.00-2023-025	Rate Revenue	Engineering: Deep Inj Well Permitting	\$ 5,000.00	The DIW permit renewal was submitted in 2023. The permit is not yet issued. This budget is for responding to RALs from FDEP if the permit is not issued before the end of FY24
E3	401-5900-311.006.00-2025-004	Rate Revenue (1)	Engineering: MJ Wood Fire Supp Dispute	\$ 15,000.00	Funds allocated for engineering assistance in negotiations with MJ Wood
E4	401-5900-311.006.00-2025-005	Rate Revenue	Engineering: KLWTD Coll Sys Action Plan (SAP)	\$ 500,000.00	Funds for preparing the Plan per requirements of Chapter 62-6.705 FAC
(1) The District will use rate revenue to pay for expenses unless expenses are covered as part of the settlement agreement.				Subtotal \$ 555,000.00	
CAPITAL PROJECTS WITH ENGINEERING & CAPITAL OUTLAY					
C1	230	ACOE and Stewardship Grants	Engineering: VPS Piping Mod	\$ 45,000.00	This is the Reynolds project upgrading the piping at the vac stations to non-corrosive materials and for modifications needed to connect the emergency vacuum trailer. Funds needed to close out the construction project.
	255		Capital Outlay: VPS Piping Mod	\$ 200,000.00	
C2	232	Stewardship Grant (2)	Engineering: Odor Control at Vac Stns	\$ 210,000.00	Project includes new odor control units for all vacuum stations and includes replacing the generators at Vac A and Vac D. At Vac A and D, the generators and odor control will be moved outside
	256		Capital Outlay: Odor Control at Vac Stns	\$ 987,500.00	
C3	235	Stewardship Grant	Engineering: Effluent Filtration Upgrade	\$ 87,000.00	This Reynolds project will continue into spring of 2025. These funds are for completion of construction, retainage release and project closeout.
	259		Capital Outlay: Effluent Filtration Upg	\$ 500,000.00	
C4	236	R&R Funds	Engineering: Lift Sta at KL Trailer Park	\$ 5,000.00	This Tropical Underground project replaces the lift station at Keys Holdings RV Park. It may not be closed out in FY24. These funds will cover closeout in FY25 if needed.
	260		Cap Outlay: Replace Lift Sta KL Tr Pk	\$ 112,800.00	
C5	237	ACOE and Stewardship Grants	Engineering: Vac System Monitoring	\$ 62,000.00	The Flovac project will extend into FY25. These funds will cover completion of the project, including valve rebuilds and will close out the project.
	261		Capital Outlay: Vac System Monitoring	\$ 1,225,000.00	
C6	238	Stewardship Grant (2)	Engineering - Power Cond & Elec Up @ WWTP	\$ 169,650.00	This project will go to bid at the end of FY24. Work includes power conditioning, replacement & relocation of electrical wiring and upgrades to lightning protection Construction will extend into FY26.
	263		Cap Outlay: Power Cond & Elec Upg WWTP	\$ 1,837,500.00	
C7	239	ACOE (3) and Stewardship Grants	Engineering: EQ Tank Headworks/Scrn Upg	\$ 146,250.00	This project will go to bid in FY25 and will extend into FY26. The work included a new influent equalization tank, new headworks and improved screening to enhance treatment and to smooth out high diurnal flows. PCA amendment for ACOE funding is pending approval.
	264		Cap Outlay: EQ Tank Headworks/Scrn Upg	\$ 1,950,000.00	
C8	240	ACOE/Stewardship Grants	Engineering: Ventilation Upg @ Vac Stns	\$ 41,125.00	Design of this project will begin in FY25 but we do not anticipate any construction costs in FY25. Construction will begin in FY26. The project will reduce heat build-up in the vacuum stations
	265		Cap Outlay: Ventilation Upg @ Vac Stns	\$ -	
C9	242	AWS Grants (4)	Engineering: Direct Potable Reuse	\$ 62,073.00	These funds are for planning and preliminary design for direct potable reuse and will include grant applications through the Alternative Water Supply grant programs with FDEP and SPWMD
			Capital Outlay: Direct Potable Reuse	\$ -	

	FY25 Budget Line #	GL NUMBER	Funding Source	PROJECT DESCRIPTION	FY2025 Amount Requested	EXPLANATION
C10	244	401-5900-311.006.00-2023-027	Islamorada (5)	Engineering: Isla NPK Pinch Valve FM	\$ 25,000.00	The pinch valve will be installed on the Islamorada force main at the KLWTD headworks. It will automatically restrict flow to not exceed a pre-set maximum flow rate to prevent overflows of the headworks if Islamorada's NPK Master Station flows exceed the maximum allowable flow rate.
	267	401-5900-630.000.00-2023-027		Capital Outlay: Isla NPK Pinch Valve FM	\$ 250,000.00	
C11	245	401-5900-311.006.00-2024-001	R&R Funds	Engineering: Grinder Pump Latrl Pit Upg	\$ 130,000.00	Upgrading existing check and isolation valves for the grinder pumps. The existing plastic and brass valves are failing. The new valves are 316 SS and will be placed in meter boxes for easier access
	268	401-5900-630.000.00-2024-001		Cap Outlay: Grinder Pump Lateral Pit Upg	\$ 251,000.00	
C12	246	401-5900-311.006.00-2024-002	R&R Funds	Engineering: Ops Blower Room Mod	\$ 52,500.00	Work includes structural design for an access door for access to Blower #4 on the second floor of the Operations Building to allow for removal and replacement of the blower without the need to remove the working blowers to gain access.
	269	401-5900-630.000.00-2024-002		Capital Outlay: Ops Blower Room Mod	\$ -	
C13	248	401-5900-311.006.00-2022-008	ACOE and/or Stewardship Grants (2)	Engineering: Vac Sta Elec Upg Pwr Cond	\$ 61,275.00	This project is similar to the current Power Conditioning at the WWTP, providing surge protection devices to prevent damages like we experienced previously at Vac A. Lightning projection will also be installed at part of the project. Design to begin in FY26, construction to begin in FY26
				Capital Outlay: Vax Sta Elec Upg Pwr Cond	\$ -	
C14	249	401-5900-311.006.00-2025-001	R&R Funds	Engineering: Replace Vac Pit Collar	\$ 25,000.00	The concrete support collars on the vacuum pits are failing in many locations. These funds provide for design of more robust collars and for purchase of materials. The Field Operations department will be performing the work.
	277	401-5900-640.000.00-2024-003		Capital Outlay: Replace Vac Pit Collars	\$ 350,000.00	
C15	247	401-5900-311.006.00-SvcConRv	SIC Revenue or Rate Revenue	Engineering: Service Connection Revision	\$ 20,000.00	This is funding to extend service to un-served or under-served properties, including extension of sewer mains, installation of pits or grinder pumps, etc. Engineering fees to cover design and permitting.
	287	401-5900-650.003.00-SvcConRv		Service Connection Construction Revision	\$ 200,000.00	
C16	250	401-5900-311.006.00-2025-002	Resilient Florida Grants (6)	Engineering: Coll Sys Sea Level Ph1 Project	\$ 188,761.00	The County's sea level rise projects can require adjustments to the Districts equipment in the roadways, including replacement of vacuum pits with deeper models in some cases. These funds are to cover such design and construction costs.
	288	401-5900-311.006.00-2025-002		Capital Outlay: Coll Sys Sea Level Ph1 Project	\$ 1,887,612.00	
C17	251	401-5900-311.006.00-2025-003	ACOE and/or Stewardship Grants (2)	Engineering: Vac Sta Sewage Tank Upg	\$ 124,328.00	This project will replace the existing steel vacuum tanks with stainless steel tanks. The existing tanks are suffering from internal corrosion due to the H2S levels in the sewage. WEC will begin design and bid documents in FY25 with construction expected to begin in FY26.
				Capital Outlay: Vac Sta Sewage Tank Upg	\$ -	
C18	253	401-5900-311.006.00-2025-005	R&R Funds	Engineering: Ductile Iron Piping Corrosion	\$ 150,000.00	The buried ductile iron piping at the WWTP is corroding due to saltwater pitting effects. Smaller diameter piping will be replaced. Larger diameter piping , > 6" , will be examined and either cathodically protected or replaced, depending on condition.
	299	401-5900-640.000.00-2025-016		Ductile Iron Piping Corrosion	\$ 850,000.00	
(2) Grants will be applied for, not yet awarded				Subtotal	\$ 12,206,374.00	
(3) ACOE grant pending revision of PPA, expected September 2024						
(4) Alternative Water Supply Grant, will be applied for						
(5) The District will expect Islamorada to reimburse for pinch valve, if needed						
(6) New grant program, applications in progress						

	FY25 Budget Line #	GL NUMBER	Funding Source	PROJECT DESCRIPTION	FY2025 Amount Requested	EXPLANATION
		CAPITAL OUTLAY WITHOUT ENGINEERING				
O1	258	401-5900-630.000.00-2021-005	R&R Funds	Capital Outlay: Effluent Inj Pump Repair	\$ 45,000.00	Deep well injection well pump rebuild.
O2	274	401-5900-640.000.00-2023-017	R&R Funds	Capital Outlay: Vac Pump Rebuild & Spare	\$ 75,000.00	Vacuum station vac pump rebuilds (5).
O3	289	401-5900-640.000.00-2025-006	Rate Revenue	Spectrophotometer	\$ 7,000.00	New Spectrophotometer, used in daily lab sample analysis. Current spectrophotometer is no longer supported by the manufacturer.
O4	290	401-5900-640.000.00-2025-007	R&R Funds	SBR Blower VFD	\$ 60,000.00	Spare variable frequency drive for the SBR blowers.
O5	291	401-5900-640.000.00-2025-008	Rate Revenue	Plant Perimeter Security Upgrades	\$ 12,000.00	Additional barbwire and raising portions of the plant perimeter fencing.
O6	292	401-5900-640.000.00-2025-009	R&R Funds	Field Dept Vactron New for Replacement	\$ 110,000.00	New trailer mounted vacuum excavator.
O7	293	401-5900-640.000.00-2025-010	Rate Revenue	New Salinity Probes for Vac Stations	\$ 42,000.00	New upgraded salinity probes and controllers for each vacuum station.
O8	294	401-5900-640.000.00-2025-011	Rate Revenue	New Clear Vus & SS Piping @ Vac Stn A, D & E	\$ 30,000.00	Upgraded vacuum pump inlet filters and associated stainless steel piping.
O9	295	401-5900-640.000.00-2025-012	R&R Funds	New Grinder Pumps (5)	\$ 17,500.00	5 spare Grinder pumps.
O10	296	401-5900-640.000.00-2025-013	Rate Revenue	Collection System Valves	\$ 32,000.00	Spare collection system vacuum main isolation valves.
O11	297	401-5900-640.000.00-2025-014	R&R Funds	Minks Vacuum Pump for Vac Stn F	\$ 16,500.00	Spare vacuum pump for vacuum station F.
O12	298	401-5900-640.000.00-2025-015	Rate Revenue	Solar Upgrades & Repairs for Existing System	\$ 62,100.00	Solar upgrades/repairs and optimization a the plant and vacuum stations.
O13	278	401-5900-640.000.00-2024-004	Rate Revenue	Capital Outlay: Vac Stn Paint Interior	\$ 105,000.00	Vac station interior building painting.
O14	279	401-5900-640.000.00-2024-005	R&R Funds	Cap Outlay: Digester Motive Pump Replace	\$ 238,118.00	Replacement digester mixer pump for the digester. Approved and ordered FY24. Delivery is expected in FY25.
O15	285	401-5900-640.000.00-2024-011	R&R Funds	Capital Outlay: Field Ops Truck	\$ 140,000.00	Two Field replacement vehicles.
O16	300	401-5900-640.000.00-2025-017	Rate Revenue	BSA Software Cloud Upgrade	\$ 59,345.00	Upgrade to the cloud for additional security, less reliance on server, easier accessibility, and eventual discontinuation of BSA.net support.
				Subtotal	\$ 1,051,563.00	

Key Largo Wastewater Treatment District

FY2025 Budget Book



History of Key Largo Wastewater Treatment District

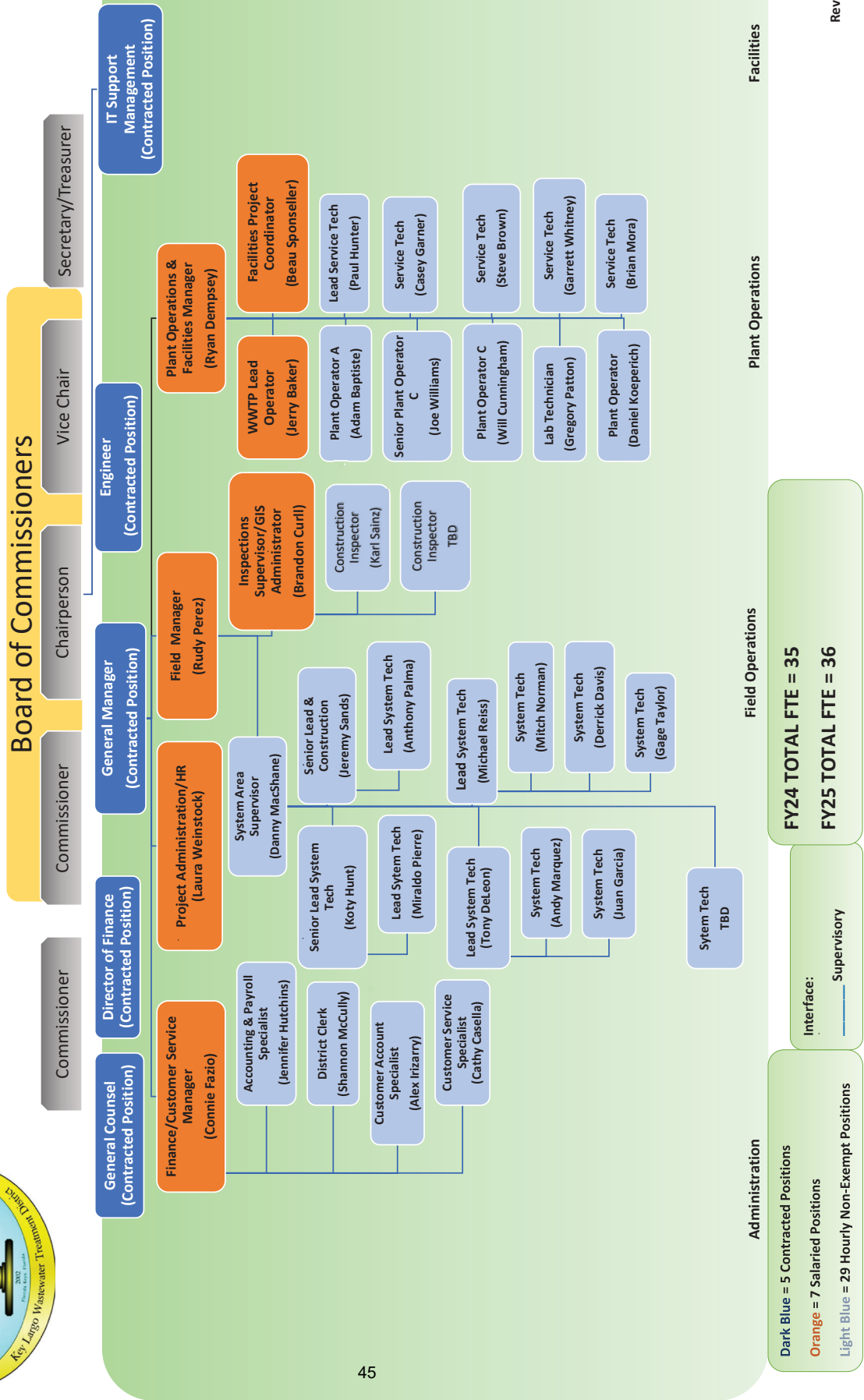
The Key Largo Wastewater Treatment District (“District”) was formed as an autonomous independent Special District and political body formed in 2002 by the Legislature of the State of Florida by House Bill 471, enacted as Chapter 2002-337, Laws of Florida, for the purpose of carrying out the planning, acquisition, development, operation, and management of a wastewater management system within the District’s boundaries in Key Largo, Monroe County, Florida.

The District operates and maintains a wastewater utility from mile marker 91 to 106 and southern portions of C905 in North Key Largo. It provides service to approximately 10,500 improved parcels and approximately 10,200 accounts are billed monthly, representing approximately 15,100 EDUs. Operating as an enterprise fund, customer charges and assessments pay for the cost of operations and maintenance, debt service, and administrative costs.

The District funds capital improvements primarily through grants and reserves.



Key Largo Wastewater Treatment District FY25 Organizational Chart DRAFT



BUDGET OVERVIEW

The annual budget is considered one of the most important documents adopted by the District's Board of Commissioners each year. The budget reflects the District's financial policies for the upcoming year by allocating the sources of funds for District services, and projecting expenditures for those services.

The District is focused on improvements that will continue to supply high quality service to our customers. Staff will continue to focus on the collection and disposal of wastewater in the most effective and efficient methods available. External funding sources, including grants, will continue to be aggressively sought.

Personnel Changes

Personnel changes for Fiscal Year 2025 include a new construction inspector position in the Field Department. District-wide, there are 36 full-time employees and 5 board members.

Proposed FY25 STAFFING SUMMARY

The District Charter requires that Commissioners be paid the CPI-U amount in the US Bureau of Labor Statistics / Miami, Ft. Lauderdale, West Palm. The June 2024 CPI is: 3.5%

Department	FY25 # of Emp	FY25 Proposed (Rate of Pay Only)	FY24 Rate of Pay	Net Change Between FY24 & FY25 (Rate of Pay Only)	FY25 Cell Phone, Estimated Overtime, MOD, Uniforms	FY25 Taxes & Benefits	FY25 All Inclusive Total	FY24 All Inclusive Total	Net Change Between FY24 & FY25 (All Inclusive)
Commissioners	5	\$69,076	\$66,740	\$2,336	N/A	\$9,840	\$78,916	\$76,261	\$2,655
Administration	6	\$549,612	\$524,047	\$25,565	\$8,631	\$155,753	\$713,996	\$680,940	\$33,056
Plant Operations	6	\$447,445	\$428,652	\$18,793	\$51,861	\$146,289	\$645,596	\$616,622	\$28,974
Field Operations	17	\$1,168,250	\$1,102,166	\$66,084	\$168,345	\$406,070	\$1,742,665	\$1,623,777	\$118,888
Facilities	7	\$574,763	\$573,509	\$1,253	\$23,527	\$174,478	\$772,767	\$760,060	\$12,707
KLWTD FY25 Proposed Total	36	\$2,809,146	\$2,695,114	\$114,031	\$252,364	\$892,430	\$3,953,940	\$3,757,661	\$196,279

Field Operations: added one new entry level position, Construction Inspector Trainee

Note: Net Change of \$196,279 from FY24 to FY25 All Inclusive represents a 5.2% increase

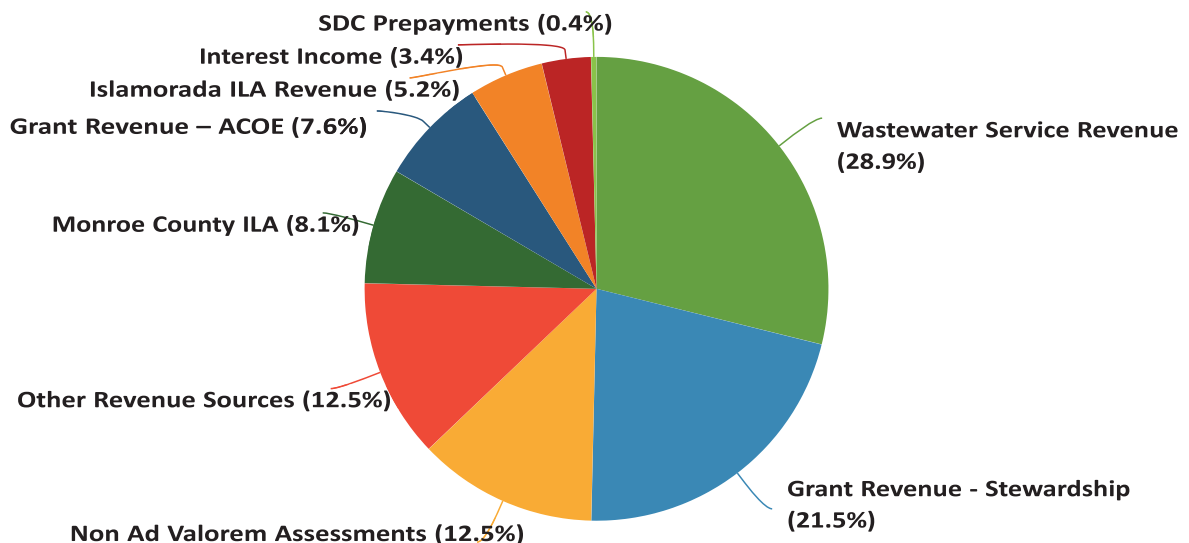
GENERAL FUND SUMMARY

The District is structured on the basis of one individual enterprise fund. An enterprise fund is established by a government to account for activities similar to private business operations. The intent is that user charges make up for the costs of providing goods or services to the public. Enterprise funds use the accrual basis of accounting. Under this method of accounting revenues are recorded when earned and expenses are recorded when the liability is incurred, regardless of when the cash is received or paid. Also, all assets and liabilities associated with the entity are included on the balance sheet. Generally, accepted accounting principles applicable to enterprise funds are similar to those applicable in the private sector.

Revenues by Source

The Special District of Key Largo Wastewater Treatment District is projecting \$26.33M of revenue in FY2025, which represents a 9.9% decrease over the prior year.

Projected 2025 Revenues by Source

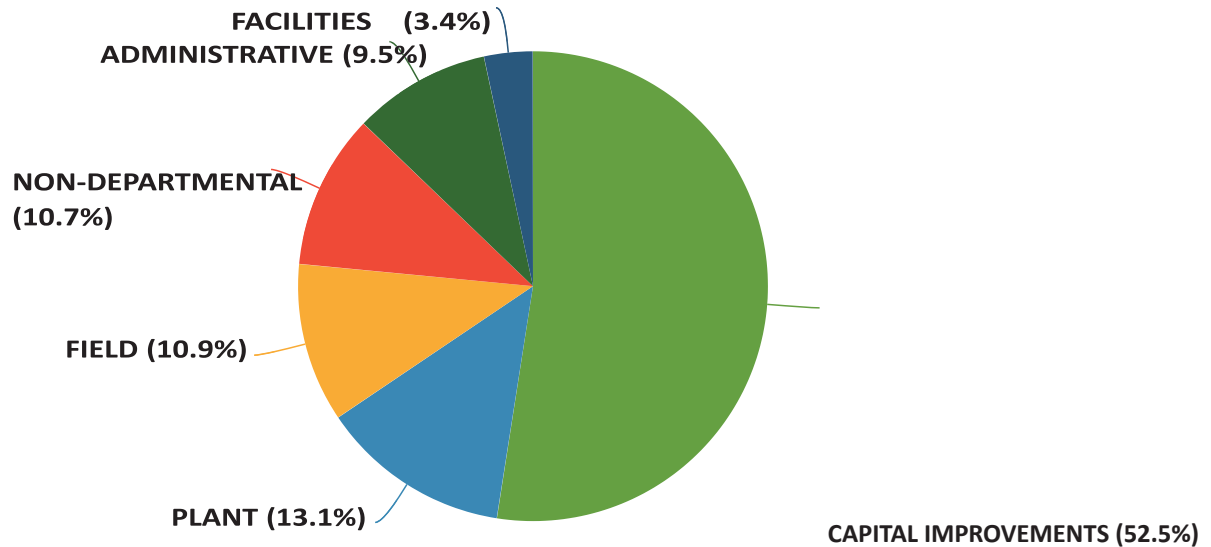


Budgeted and Historical 2025 Revenues by Source

Name	FY2024 ADOPTED BUDGET	FY2025 Budgeted	FY2024 ADOPTED BUDGET vs. FY2025 Budgeted (% Change)
Revenue Source			
Non Ad Valorem Assessments	\$3,203,238.00	\$3,295,000.00	2.9%
Wastewater Service Revenue	\$7,600,000.00	\$7,600,000.00	0%
Islamorada ILA Revenue	\$1,355,000.00	\$1,366,000.00	0.8%
Monroe County ILA	\$2,125,000.00	\$2,125,000.00	0%
Interest Income	\$900,000.00	\$900,000.00	0%
Other Revenue Sources	\$2,367,463.00	\$3,291,921.00	39%
SDC Prepayments	\$40,000.00	\$100,000.00	150%
Grant Revenue - ACOE	\$2,000,000.00	\$1,990,000.00	-0.5%
Grant Revenue - Stewardship	\$9,627,886.00	\$5,659,628.00	-41.2%
Total Revenue Source:	\$29,218,587.00	\$26,327,549.00	-9.9%

Expenditures by Function

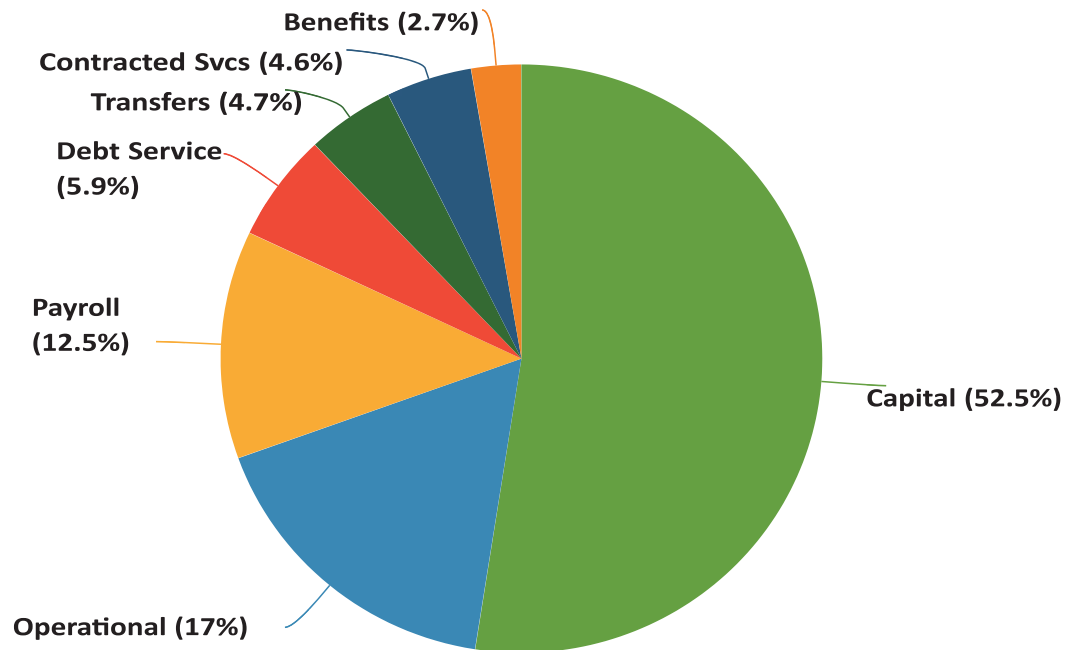
Budgeted Expenditures by Function



Name	FY2024 ADOPTED BUDGET	FY2025 BUDGETED	FY2024 ADOPTED BUDGET vs. FY2025 BUDGETED (% Change)
Expenditures			
NON-DEPARTMENTAL	\$4,258,961.00	\$2,808,961.00	-34%
ADMINISTRATIVE	\$2,310,585.00	\$2,492,343.00	7.9%
PLANT	\$3,483,918.00	\$3,448,332.00	-1%
FIELD	\$2,707,279.00	\$2,882,335.00	6.5%
FACILITIES	\$871,447.00	\$882,641.00	1.3%
CAPITAL IMPROVEMENTS	\$15,586,397.00	\$13,812,937.00	-11.4%
Total Expenditures:	\$29,218,587.00	\$26,327,549.00	-9.9%

Expenditures by Expense Type

Budgeted Expenditures by Expense Type



DEBT

KLWTD SRF (State Revolving Fund) Loan #46401P

Loan balance at end of FY23:	Loan balance at end of FY24:	Loan balance at end of FY25:
\$8,611,738.00	\$7,267,175.00	\$5,922,612.00

2 semi-annual payments of \$779,480.33 for a total of \$1,558,960.66 per fiscal year

The District continues to pay down the outstanding balance on SRF Loan #46401P since the loan commenced in 2009. Each fiscal year, there are 2 payments in the amount of \$779,480.33, for a total of \$1,558,960.66. The final payment of the 40 installments will take place in 2029.

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

Meeting Date:
August 20, 2024

Agenda Item Number: H-1


Action Required:
No

Department: Customer Service
Sponsor: Connie Fazio

Subject:
Customer Service Report - July 2024

Summary:
Ms. Fazio will present the Customer Service monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: 
General Manager

Date: 8-15-24

Key Largo Wastewater Treatment District Customer Service Report

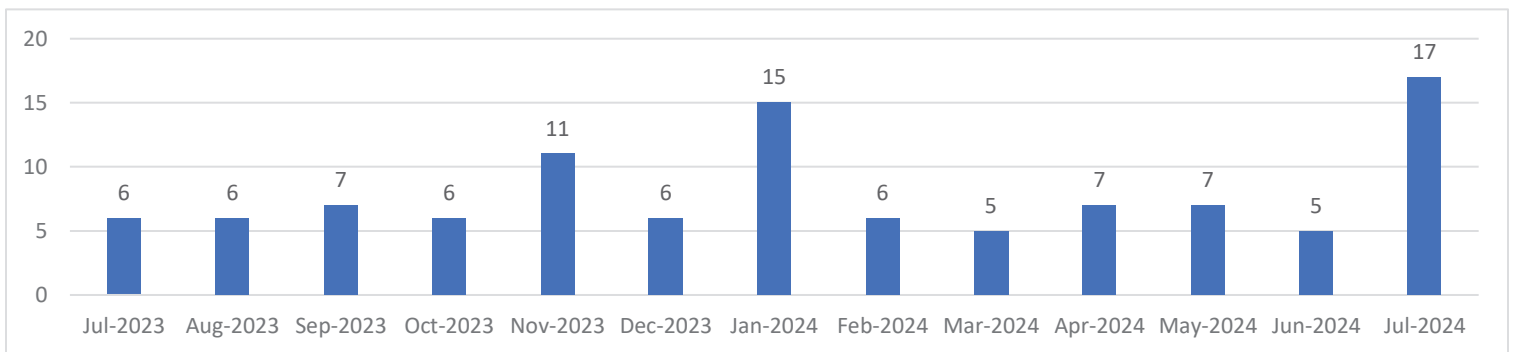
July 2024

The numbers provided are based on customer requests that generated a work order.

Customer Service Requests

	Total
Billing	7
Construction	1
Demo	1
Field Department	11
MOD	8
NOA	5
Tie In Non Res	1
Tie In Res	6
Total	40

Number of Completed Wastewater Connection



Completed Wastewater Connections Consists of The Following:

- 1 - New Commercial Connection
- 11 – New Residential Connections
- 5 – Residential Reconnections

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

Meeting Date:
August 20, 2024

Agenda Item Number: I-1

Action Required:
No

Department: IT Sponsor: ENS

Subject:
IT Report - July 2024

Summary:
ENS will present the IT monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____

General Manager

Date: _____

8-15-24

IT

The IT Department received 382 tickets and completed 562 tickets in July.

IT Updates

Project	Cost	Description
GIS Emergency applications project	\$18,960.00 One time	<ul style="list-style-type: none"> Monthly meetings on-going.
BSA Cloud Migration	Modules - Annual Fee \$39,545 Upgrade Implementation \$39,600 Total Proposed \$79,145	<ul style="list-style-type: none"> Met with BSA account Manager Keegan. Received updated Proposal. Met with Peter and Connie to discuss proposal. Scheduled for approval on September 3rd Board meeting.

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

Meeting Date:
August 20, 2024

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance
Sponsor: Connie Fazio

Subject:
Budget and Finance Report - July 2024

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

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____

General Manager

Date: _____

8-15-24

July 2024

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$7,267,175.75

Semi-annual payment of \$779,480 was processed on 7/15/24

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$633,246.33	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$6,224.74	
Islamorada Revenue	\$108,307.80	
Interest Income	\$115,465.70	
Misc. Revenue (includes Stewardship reimbursements)	\$1,755,638.15	
District Expenditures (checks written)		\$1,018,154.77
Payroll		\$157,721.85
Total:	\$2,618,882.72	\$1,175,876.62

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
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	10,158 (9,275 Residential 883 Commercial)	\$570,143.86
Nov. 2022	10,124 (9,233 Residential 891 Commercial)	\$685,127.26	November 2023	10,152 (9,272 Residential 880 Commercial)	\$567,443.79
Dec. 2022	10,114 (9,224 Residential 890 Commercial)	\$628,476.82	December 2023	10,154 (9,275 Residential 879 Commercial)	\$638,428.80
Jan. 2023	10,129 (9,236 Residential 893 Commercial)	\$604,896.94	January 2024	10,160 (9,278 Residential 882 Commercial)	\$534,961.66
Feb. 2023	10,123 (9,239 Residential 884 Commercial)	\$600,360.56	February 2024	10,153 (9,274 Residential 879 Commercial)	\$431,382.57
March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71	March 2024	10,170 (9,286 Residential 884 Commercial)	\$863,381.29
April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07	April 2024	10,195 (9,317 Residential 878 Commercial)	\$599,239.78
May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94	May 2024	10,212 (9,335 Residential 877 Commercial)	\$646,584.43
June 2023	10,164 (9,281 Residential 883 Commercial)	\$610,223.04	June 2024	10,182 (9,304 Residential 878 Commercial)	\$624,252.64
July 2023	10,140 (9,260 Residential 880 Commercial)	\$644,707.07	July 2024	FKAA Stats not received as of 8/5/24	\$633,246.33
Total Revenue from Aug 2022 through July 2023		\$7,557,724.59	Total Revenue from Aug 2023 Through July 2024		\$7,401,970.90

June 2024 Credit Card Fee Info

CC Total Payment to FKAA

CC Total x 2.5% Fee total cost to KLWTD

\$249,489.09

\$6,237.23

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

Meeting Date:
August 20, 2024

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Rudy Perez

Subject:
Field Report - June and July 2024

Summary:
Mr. Perez will present the Field monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. June Monthly Report 2. July Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____
General Manager



Date: 8.15.24

Wastewater Field Operations

There was a total of 35 service calls for the month of June of these 19 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff. The reports below detail the remaining 16 calls.

Date	Address	Incident	Response	KLWTD Issue
6/1/24	126 Valois Blvd	Customer reported his grinder pump alarm was going off.	Tech found pump was working properly as should. Homeowner was notified. (Homeowner issue).	No
6/6/24	127 Stinger Rd	Customer called to report a back up.	Tech found pit to be overwhelmed from a bad valve. Valve was replaced. Pit was put back in service.	Yes
6/6/24	100 Poinciana Dr	Customer called to report a backup.	Techs checked cleanout, manually discharged pit and found everything working as should. (Homeowner issue).	No
6/10/24	1320 Calder Rd	Customer reported that the Manhole cover was broken in front of Her house.	Techs removed roots from our cleanout. Found that roots were coming from homeowner side and advise them to call a plumber.	Yes
6/10/24	210 N. Ocean Dr	Customer called regarding a downstairs back up.	On techs arrival the downstairs was found with sewer on the floor. Triple A restoration was called out. Techs found that the circuit board failed giving no notice of a high level alarm.	Yes
6/10/24	484 Summerland Rd	Customer called regarding a possible back up.	Techs found pit to be overwhelmed, they diagnosed pit to have a bad valve. Valve was replaced. And pit was put back in service.	Yes
6/15/24	1 Sexton Way	Customer called to report a possible back up.	Everything was working as it should. Techs found flapper on the homeowner side was disconnected. (Homeowner issue).	No

6/18/24	97850 Overseas Hwy	Customer called to report standing water around lid.	On techs arrival buffer tank was opened and found no indication of it being overwhelmed. Buffer tank was checked and simulated. Customer was notified.	No
6/18/24	22 Center Ln	Customer called to report a possible back up.	Techs found pit to be overwhelmed. They diagnosed pit to have a breaded hose. Hose was replaced. Pit was simulated and put back in service.	Yes
6/20/24	51 Janet Pl	Customer called to report a possible back up.	Tech found everything working as should. Cleanout was inspected and pit was simulated. Homeowner was advised to call a plumber. (Homeowner issue).	No
6/21/24	557 Gordon Circle	Customer reported his cleanout was full.	Pit was diagnosed to have a broken nipple on the sensor tube. Tech replaced sensor tube and placed pit back into service.	Yes
6/24/24	20 Drury Rd	Customer called to report a possible back up. Fixtures not draining.	Tech found that everything was working as it should. Advised the Homeowner that they would need to call a plumber. (Homeowner Issue).	No
6/24/24	390 Laguna Ave	Customer called to report an odor outside His home.	Tech found that everything was working as it should. Advised the homeowner to call a plumber. (Homeowner Issue).	No
6/25/24	96000 o/s Hwy Buttonwood Bay	Customer called to report a sewage leak.	Tech found that the issue was on the private side. They informed customer to call a plumber. (Homeowner Issue).	No
6/28/24	894 Ellen Dr	Customer called to report a possible back up.	Tech found everything to be working as it should. Advised the Homeowner to call a plumber. (Homeowner Issue).	No
6/28/24	151 Marina Ave	Customer called to report a possible back up.	Tech found everything to be working as should. Advised Homeowner to call a plumber. (Homeowner issue).	No

Wastewater Field Operations

There was a total of 41 service calls for the month of July of these 25 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff. The reports below detail the remaining 16 calls.

Date	Address	Incident	Response	KLWTD Issue
7/1/24	125 Coconut Rd	Customer called in to report a back up.	Tech opened clean out and manually discharged pit. Fond system in proper working condition. Homeowner notified. (Homeowner issue)	No
7/3/24	789 Bostwick Dr	Customer called to report a noise coming through they're plumbing.	Tech found pit to be hung open. Controller was changed. System back to normal.	Yes
7/3/24	988 Oleander Dr	A concerned customer called in regarding sewer out on the road.	Field manager and tech determined that it was not sewer on the road. It was the garbage truck running they're route that morning.	No
7/4/24	507 Oldsmar Ln	Customer called to report a back up.	Tech found pit overwhelmed. He diagnosed issue to be a bad valve. Valve was replaced, pit was simulated and back in service.	Yes
7/6/24	96160 Overseas Hwy	Customer called regarding a back up.	On techs arrival it was determined home was on a private system. (Privately owned pump). Homeowner issue.	No
7/8/24	450 Bowie Ln	Customer called regarding a possible back up. Home not draining properly.	Techs found pit to be overwhelmed, they diagnosed pit to have a bad valve. Valve was replaced. And pit was put back in service.	Yes
7/9/24	Lot# 204 Calusa Campground	Customer called to report an odor. And possible sewer around manhole.	Tech found no overflow coming out of manhole. An odor was detected from breather. Tech found that the suction tube was clogged causing pit to be overwhelmed. Debris were removed and cleared.	Yes

7/11/24	76 Heron Ln	Customer called to report sewage water around lid with an odor.	On techs arrival pit was found overwhelmed. Tech diagnosed issue to a faulty fernco. Fernco was replaced as the controller. Pit was simulated and put back in service.	Yes
7/11/24	12 Mangrove Ln	Customer called to report a loose lid and broken concrete around pit.	On techs arrival found that a riser placed on manhole ring was broken as was asphalt around pit. Riser ring was replaced, and a new asphalt patch was done.	Yes
7/15/24	28 Pirates Dr	Customer called experiencing back up issues.	Tech found pit to be overwhelmed while trouble shooting components found there to be grease build up in sensor tube. Grease removed pit back in service.	Yes
7/16/24	232 Lee Ave	Customer called stating there was a sewer odor outside his house.	Tech found no odor coming from the air terminal. He then proceeded and checked clean out. No back up or odor detected. It was noticed the neighbor had a substantial amount of garbage outside. It was determined odor was coming from trash bins.	No
7/18/24	95355 Overseas Hwy	Customer called to report a bad odor in shower.	Tech found that everything was working properly. Detected no odor from clean out or air terminal. (Homeowner Issue).	No
7/21/24	390 Laguna Ave	Customer called to report an odor outside His home.	Tech found that everything was working as it should. Advised the homeowner to call a plumber to check vents. (Homeowner Issue).	No
7/23/24	48 Hibiscus Ln	Customer called to report a back up.	Clean out and pit were checked found system to be working properly. They informed customer to call a plumber. (Homeowner Issue).	No
7/23/24	894 Ellen Dr	Customer called to report a possible back up.	Tech found that the vacuum hose was detached from controller causing pit not to function. Once tech placed hose back to controller it discharged and cleared sump. Homeowner notified.	Yes

7/29/24	97240 Overseas Hwy	Customer called to report the grinder pump alarm was going off.	Tech diagnosed issue to be a faulty pump. Pump was replaced. Homeowner was notified.	Yes
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Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date:
August 20, 2024

Agenda Item Number: L-1

Action Required:
Yes

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Recommendation for Solar Upgrades

Summary:

Mr. Dempsey will submit a proposal for Solar Upgrades to the Board recommending Option 1 from Burke Energy Consulting.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 62,055.03
Expense
Funding Source:
N/A
Budgeted:
Yes

1. Burke Proposal
2. Krannich Material Pricing Quote

Approved By: _____
General Manager

Date: 8-15-24



June 21, 2024

Edward R. Castle, P.E.
Weiler Engineering Corporation
Key Largo Wastewater Treatment District

RE: KLWTD – PV Solar Monitoring/Optimization Proposal

Dear Ed

I hope this letter finds you well.

As a follow up to our recent site visit and meeting with your team, please find attached our written proposal for the monitoring and optimization of your existing PV Solar systems. Our comprehensive analysis aligns with our objectives and your expectations.

- Mapping at the different installation that are using Solar Edge inverters
- Optimization of the Carport (2 options available for your selection)
- Optimization and rapid shutdown installation at the rooftop offices building (2 options available for your selection)
- Replacement of the broken panel located in the Canopy area
- Replacement of the MC4 connector and wiring protection
- Labeling for the electrical equipment

Exclusions:

- Permits
- Equipment required for roof access
- Overtime
- Cutting, patching and painting
- Any and all unforeseen electrical components identified during our installations
- As Built Drawings
- Temporary power and water supply
- Temporary facilities
- Temporary storage of the equipment and accessories

Best Regards,

Gregory F. Galmin
COO/Partner
Cc: File

Mapping at 7 Locations		A total of 538 pv panels of 340W (183 kWp installed)		
Location	Address	Quantity (panels)	Unit Cost (\$/panel)	Total
Administration Building	103355 Overseas Hwy, Key Largo, FL 33037	60	24.5	\$1,470.00
Vac station A	12 Mockingbird Rd, Key Largo, FL 33037	72	24.5	\$1,764.00
Vac station D	102533 Overseas Hwy, Key Largo, FL 33037	62	24.5	\$1,519.00
Vac station E (inside treatment plant)	100301 Overseas Hwy, Key Largo, FL 33037	94	24.5	\$2,303.00
Vac station G	98240 Overseas Hwy, Key Largo, FL 33037	68	24.5	\$1,666.00
Vac station I	95100 Overseas Hwy, Key Largo, FL 33037	110	24.5	\$2,695.00
Vac station JK	92431 Overseas Hwy, Tavernier, FL 33070	72	24.5	\$1,764.00
Total cost of job				\$13,181.00
Total			mark-up 30%	\$3,954.30
				\$17,135.60
Carport Optimization		144 pv panels, 8 strings (18 panels each). Three phase 277/480V		
Option 1 - Installation of 144 optimizers/rapid shutdown for the entire system				
Material	Product	Quantity	Unit Cost	Total
Optimizer equipment + freight and handling	TIGO TS4-A-O. Validated to work with SMA inverter model STP 50 US-41	144	\$38.72	\$6,175.68
Labor				
Installation of 144 optimizers and monitoring setup		144	\$20	\$2,880.00
Total cost of job				\$9,055.68
Total			mark-up 30%	\$2,716.70
				\$11,772.68
Option 2 - Installation of 18 optimizers/rapid shutdown for the string affected				
Material	Product	Quantity	Unit Cost	Total
Optimizer equipment + freight and handling	TIGO TS4-A-O. Validated to work with SMA inverter model STP 50 US-41	18	\$38.72	\$1,296.96
Labor				
Installation of 18 optimizers and monitoring setup		18	\$35	\$630.00
Total cost of job				\$1,926.96
Total			mark-up 30%	\$578.09
				\$2,505.35
Rooftop with ballast system		76.840 kWp. 226 pv panels with Delta inverters		
Option 1 - Installation of SE 226 optimizers/rapid shutdown for the entire system with 2 new Solar Edge inverters of 40kW				
Material	Product	Quantity	Unit Cost	Total
Solar Edge inverters	SE40KUS 277V/480V inverter	2	\$2,814	\$5,628.00
Solar Edge optimizer	S1201 opt with rapid shutdown and monitoring (2x1)	113	\$102.90	\$11,627.70
Labor				
Installation of inverters, optimizers and monitoring setup				\$6,850.00
Total cost of job				\$24,105.70
Total			mark-up 30%	\$7,231.71
				\$31,337.71
Option 2 - Installation of 226 TIGO optimizers/rapid shutdown for the entire system				
Material	Product	Quantity	Unit Cost	Total
TIGO optimizers/rapid shutdown	TIGO TS4-A-O. Validated to work with DELTA inverter model M36U	226	\$38.72	\$8,750.72
Labor				
Installation of optimizers and monitoring setup		226	\$25	\$5,650.00
Total cost of job				\$14,400.72
Total			mark-up 30%	\$4,320.22
				\$18,721.24
Canopy Repairs				
Labor	Total			
Panel replacement	\$220.00			
MC4 connector replacement	\$0.00			
Wiring protection	\$0.00			
Total cost of job				\$220.00
mark-up (30%)				\$66.00
Total				\$286.00
Placards and labelling to all PV installations				
Material cost				\$0.00
mark-up (30%)				\$0.00
Total				\$0.00
Technical Supervision Cost				
Unit Cost	Hours	Total		
\$63.46	24	\$1,523.04		
Total		\$1,523.04		

Krannich Solar Southeast, LLC | 820 S. Ronald Reagan Blvd | Suite 110 | Longwood, FL 32750 | USA

Invoice Address:

Burke Construction Group
10145 NW 19TH ST
DORAL, Florida
33172-2529
United States

Delivery Address:

Burke Construction Group
10145 NW 19TH ST
DORAL, Florida
33172-2529
United States

Sales Quotation 10-10004902-1**06/10/2024**

Customer No.	0251000032	Delivery Terms	EXW
Sales Rep.	Ricardo Cruz	Shipment Type	Truck
Created by	Ricardo Cruz	Customer Reference	

We thank you for your inquiry and submit the following offer, valid for 7 days.

Pos.	Item	Delivery Date	Qty. Unit	Unit Price	Total Price
1.	000001859 <u>Manufacturer:</u> Tigo Energy / <u>MFR Item Number:</u> 461-00252-32 <u>MFR Item Type Name:</u> TS4-A-O <u>W. Name:</u> Tigo Energy TS4-A-O Module-level PV Optimizer optimizer, advanced add-on optimization solution, max. 700W, 1500V UL/1000V IEC, cable output 1.2m/input 0.12m, MC4 original, complies w/ NEC 2017/2020	06/11/2024	144 Pcs	38.72	5,575.22
2.	000004253 <u>Manufacturer:</u> SolarEdge / <u>MFR Item Number:</u> SE40K-USR8IBNZ4 <u>MFR Item Type Name:</u> SE40KUS for North America <u>W. Name:</u> SolarEdge SE40KUS 277V/480V for North America inverter, 40kW, 3ph, 277V/480V AC, 60Hz, w/DC switch, w/AFCI, AC RSD, DC/AC SPD II, DC fuses	08/07/2024	2 Pcs	2,813.19	5,626.38
3.	000003613 <u>Manufacturer:</u> SolarEdge / <u>MFR Item Number:</u> P1101-4NMYMRT-NA25 <u>MFR Item Type Name:</u> P1101 for North America <u>W. Name:</u> SolarEdge P1101-4NMYRT-NA25 for North America optimizer, for up to 2x high power or bifacial modules in series, 1100W, 125V, cable output 2.4m/input 1.6m, commercial inverters only 208V, 480V, MC4 original	08/07/2024	107 Pcs	95.96	10,267.68

Subtotal	USD	\$ 21,469.28
Sales Tax		\$ 0.00
Total Price	USD	\$ 21,469.28

Starting on 1/1/2023, a 2.95% fee will be applied to all credit card payments.

Product will ship according to your company's agreed payment terms and availability.

To ensure we process your prepayment correctly, please mention sales quotation number **(10-10004902)** as reference when making payment. Please refer to bank account details at the footer of this page when processing payment.

Best regards,

Ricardo Cruz

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

Meeting Date:
August 20, 2024

Agenda Item Number: L-2

Action Required:
Yes

Department:
Plant/Facilities

Sponsor:
Ed Castle

Subject:

Correction of Weiler Engineering Work Authorization 24-02

Summary of Discussion:

The amount of current FY24 WEC work authorization for Wastewater Plant Engineering Services was incorrect when presented to the Board in 2023. The total amount shown in the work authorization should have been \$85,000 rather than the \$75,000 that was presented. The attached revised work authorization 24-02 corrects that mistake, increasing the authorized amount to \$85,000 to match the approved FY24 budget amount.

Reviewed / Approved

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

Financial Impact

\$ 10,000.00
Expense
Funding Source:
N/A
Budgeted:
N/A

Attachments

1. Revised WEC Work Authorization 24-02.

Approved By: _____
General Manager

Date: 8.15.24

WORK AUTHORIZATION WEC 24-02
(Revised 08/20/2024)

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Wastewater Plant Engineering Services

PROJECT COST: Hourly (Not to Exceed \$85,000 FY24)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Edward R. Castle

Edward R. Castle, Vice Pres.
The Weiler Engineering Corp.
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION WEC 24-02

(Revised 08/20/2024)

Wastewater Plant Consulting

Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater treatment and disposal system located at the WWTP site. From time to time, the District requires opinions, reports, studies and other professional engineering services in support of the WWTP operations. The District currently has a Contract for Consulting/Professional Services by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, WEC will provide Ed Castle to perform duties in support of the wastewater treatment plant operations, as needed by the District. WEC's duties may include but are not limited to:

- Attend District Board meetings
- Participate in weekly staff meetings
- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater treatment and disposal systems
- Assist the District's financial staff in preparation of annual capital and operating budgets
- Assist the District in establishing policies and procedures for operation and maintenance

- Assist the District in planning for expansions, upgrades, and modifications to the WWTP
- Assist the District's staff in permitting issues and compliance issues as needed.
- Consult with the District Board members, General Manager, and other staff as needed
- Prepare Construction and Engineering sections of the Monthly Status Reports and other documentation as required for the Board meetings
- Perform studies, provide reports, and provide consultation on miscellaneous topics as directed
- Meet at least weekly with the Operations Manager to review and discuss the status of operations and compliance at the facility, including:
 - Influent flows and characteristics and any non-routine issues such as odors, grit accumulation, salinity increases and influent strength
 - SBR performance data and trending including DO trends, cycle timing, MLSS concentration and settling characteristics, chemical usage and any non-routine occurrences
 - Filtration and disinfection process performance
 - Effluent flows and disposal performance
 - General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
 - Status of FDEP reporting and compliance
 - Planning for capital upgrades
- Assist the Operations Manager in preparation of annual capital and operating budgets

- Review and edit Standard Operating Procedures for operation and maintenance prepared by the Operations Manager and support staff
- Perform reviews and recommend approvals for FDEP construction permit application packages for Islamorada connections to Key Largo when directed.
- Perform reviews and recommend approvals for FDEP Approval for Use applications, including review of Engineer's Conditions Reports, testing records and record drawings for Islamorada connections to Key Largo when directed.

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provided in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.

EXHIBIT A

WEILER ENGINEERING FEE SCHEDULE

Title	Rate
<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>	

**Outside of Monroe County*

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

Meeting Date:
August 20, 2024

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - July 2024

Summary of Discussion:

Mr. Castle will present the Capital Projects 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: _____
General Manager

Date: 8-15-24

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through July 2024

Current Capital Projects

Project	Original Contract Amount	Current Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Modifications	\$ 3,155,800.00	\$3,260,052.79	\$215,000.00	\$3,475,052.79
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	Percentage Complete
	\$190,333.75	\$2,176,461.10	\$1,108,257.94	68%

- The VPS modifications project was awarded to Reynolds Construction in the amount of \$3,155,800.00. The Agreement and the Notice to Proceed were both executed on May 18, 2023.
- Benson Electric continued installing conduit and pulling power and control wiring at Vacuum Stations A, D, E, G, I and J/K throughout the period.
- Reynolds began replacing the corroded incoming 10" ductile vacuum mains with SDR21 PVC vacuum mains. The trenches remained open with proper MOT as the piping work continued through the end of July.
- Reynolds replaced the vacuum main lines for Basin A-2 and A-3, in a daytime shutdown on 7/29. The rest of the vacuum main lines have been replaced on 7/30 and 7/31 for the left side of Vac station A.
- Reynolds continued priming and painting valves and fittings for the vacuum pump exhaust piping at Vacuum Station A, D, E, G, I and J/K throughout the period.
- The Board approved Change Order No. 4 in the amount of \$104,252.79 at the July 2nd Board meeting. This change order was to replace the ductile iron odor control header piping with stainless steel piping at Vac Stations A, D, and I and for the modification of the Emergency Vac Trailer to install electrical conductors in the Owner supplied conduit. This change order also added time to the Contract for this scope of work.
- Reynolds, WEC staff and KLWTD staff attended the construction progress meeting on July 11th.

Project	Original Contract Amount	Current Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Collection System Monitoring	\$7,575,677.00	\$9,581,965.61	\$718,176.00	\$10,300,141.61
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	Percentage Complete
	\$677,426.25	\$6,845,567.43	\$2,777,147.93	73%

- Work was completed in Basins A, B, D, G & H.
- Current Status:
 - Basin A: **293** installed (Basin complete)
 - Basin B: **383** installed (Basin complete)
 - Basin C: **39** installed (Basin in progress)
 - Basin D: **240** installed (Basin complete)
 - Basin E: **76** installed (Basin in progress)
 - Basin F: **339** installed (Basin in progress)
 - Basin G: **231** installed (Basin complete)
 - Basin H: **45** installed (Basin complete)
 - Basin I: **225** installed (Basin in progress)
 - Basin J/K: **336** installed (Basin in progress)
 - Total project installed: **2,207** out of **2,984**
 - **Sensor installation is approx. 74 % complete (Note: This is only sensors and does not include other aspects of the project)**
- Construction progress meeting was held on July 23rd
- During July, Flovac and IVC continued work in Basin J/K. Crews also shifted from basin J/K to Basin C to beat the road raising construction (Shaw, Crain and Adams)
- Valve rebuilds continued in July – 280 rebuilds completed. Targeting approx. 10-15 per day and installing in A and J/K
- Crews are working through completing punch list items for final completion of Basin E1, E2 and F.
- KLWTD has taken over the abandoned FKEC power pole in the C-905 corridor for grinder pump monitoring, with installation planned for August. Resident letters have been sent to notify homeowners of the upcoming work.

Project	Original Contract Amount	Current Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Effluent Filtration Upgrades	\$ 3,043,820.00	\$3,332,095.76	\$350,000.00	\$3,682,095.76
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	Percentage Complete
	\$323,012.50	\$2,121,366.05	\$1,237,717.21	66%

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- On June 3rd the platform grading was rejected due to ponding of water on the surface of the platform. Reynolds submitted a plan for cutting and grinding the low areas, followed by filling with epoxy grout and smoothing to the specified grade. As of the end of July the platform has been approved and coated for use.
- The Board approved Change Order No. 4 in the amount of \$267,719.00 at the July 2nd Board meeting. This change order was to re-direct the filter overflow discharge to the plant pump station rather than to the CCCs per KLWTD staff's recommendation as well as the installation of an access walkway to access the new elevated disk filter platform. This change order also added time to the Contract for this scope of work.
- Disk Filter was set on top of the completed platform on the 25th of July. On the following workdays after the filter was set, the metal railings were placed on the edge of the platform.
- Coating of both platform and piping materials continued throughout the month of July and have been tested by WEC inspectors.
- Reynolds, KLWTD and WEC staff attended the construction progress meeting on July 11th.

Project	Original Contract Amount	Current Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Keys Holdings LLC Pump Station Replacement	\$ 375,555.75	\$375,555.75	\$15,000.00	\$390,555.75
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	Percentage Complete
	\$14,408.75	\$50,708.25	\$325,438.75	17%

- The District piggybacked on a Marathon bid and awarded the Keys Holdings LLC project to Tropical Underground Contracting, LLC in the amount of \$375,555.75.
- Tropical Underground delivered the pump station and control panel to the work site. During the month of June, the lift station excavation was completed and the lift station was placed in the ground and backfilled.
- Installed new electrical box for lift station and have run PVC conduit pipe from box, underground, to lift station well.
- Tropical Underground has hydro-blasted the walls of the old pump station and applied protective coatings in preparation for converting the former pump station into a manhole. A penetration was made approximately 10' below grade.

Project	Original Contract Amount	Current Contract Amount {Including Direct Purchases, change orders and amendments	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Grinder Pump Lateral Kits Replacement Project	\$346,065.33	\$346,065.33	\$130,000.00	\$476,065.33
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete {Anticipated}	Percentage Complete
	\$74,070.00	\$23,600.00	\$378,395.33	21%

- The Grinder Pump Lateral Kits Replacement Project was awarded to Page Excavation in the amount of \$346,065.33. The Agreement was executed on the 1st of July 2024. The notice to proceed was executed on the 12th of July 2024.
- The Pre-Construction meeting was conducted July 22nd 2024.
- CO #1 will be going to the board for the ODP of the Stainless-Steel Lateral Kits for the project.
- Page Excavation is conducting Pre-Construction Videos and photos of all 142 addresses where the Grinder Pump Lateral Kits are to be replaced.

Upcoming Construction Projects

Project	Estimated Total Cost	Status
Upgrades of Odor Control at All Vacuum Stations and Upgrade of the Generators at Vac A and Vac D.	\$1,200,000 (Anticipated)	Weiler Engineering has been directed to proceed with this project in phases, with Vacuum Stations A and D being the first phase. The design of the odor control upgrades, including structural components and site plans continues. Preliminary plan sets have been created for Vacuum Stations A, D, E, G, I, and J/K. The District has requested an expansion of the easement area. The Archdiocese requested monetary compensation for the expanded easement area and approval to transfer assessment waivers to others, presumably for sale of the waivers. District Counsel has determined that the District has no procedures to allow transfer of the assessment waivers. The District will submit a response and proposed compensation in July.
Power Conditioning, Lightning Protection & Wiring Upgrades at WWTP	\$3,563,376 (Anticipated)	This project will provide protection from transient surges in power that can damage equipment and potentially cause overflows or inadequate treatment at the WWTP. Installation of a lightning protection system at the WWTP to further reduce the potential impacts due to electrical surges will also be included as part of the project scope. Upgrades to the existing power and instrumentation wiring at the WWTP includes the use of non-corrosive materials and moving wiring above-ground to prevent corrosion and failure. The design of the project will be completed by mid-September. Technical specifications and bid documents have been prepared.
Direct Potable Reuse Demonstration Project	\$1,504,301.25 (Anticipated)	The District has budgeted funds for a demonstration project to produce potable water from the WWTP's treated effluent. 2021 Florida legislation established Direct Potable Reuse (DPR) as a preferred effluent disposal method and provides for DPR projects to be eligible for grant funding, treating WWTP effluent as an Alternative Water Supply. The District has applied for a planning grant for this project and has requested grant funding to be allocated for the design, permitting, and construction of the DPR demonstration project. Initial estimates indicate that the volume of water produced in the DPR demonstration project would be in the range of 150,000 to 250,000 GPD.

EQ Tank and Headworks Project	\$4,500,000 (Anticipated)	<p>The EQ Tank and Headworks Project involves the installation of a new headworks as an upgrade to the current headworks at the KLWTD WWTP. This project also involves the installation of an influent EQ tank to regulate flow. This project is currently in the design phase with preliminary site plans and structural drawings for the EQ tank. Shop drawings have been received from Hydrodyne and a center flow screen has been selected for the headworks screening, which will reduce the footprint of the headworks space and has a higher catch rate and efficiency than the existing headworks. Due to a lack of a decision by Islamorada on the NPK booster station design, the District in moving forward with completing design, with incorporation of an additive alternate scope of work should Islamorada decide to keep the current booster pump design.</p>
Blower Room Modifications Project	\$250,000 (Anticipated)	<p>The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed in order to access blower #4. These modifications will allow for more efficient service of the blowers. This project is currently in the preliminary design phase.</p>



Figure 1: New Disk Filter Has Been Placed at Top of Concrete Platform and Handrails have been installed on South and East sides of deck



Figure 2: Filter Platform Side View



Figure 3: Filter Platform Bottom View



Figure 4: Installing New 8"SDR-21 PVC with 2 New 8"SDR-21 PVC 45 Bends at North Exterior of Vacuum Station A



Figure 5: New Bases Installed to Interior of New Lift Station Well at Keys Holdings Lift Station



Figure 6: Flowable fill installation in Basin J/K



Figure 7: Flovac work truck on site

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

Meeting Date:
August 20, 2024

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:

VPS Mods CO#5-Longer Cables Vac Trailer,Cable Extensions & Wiring Pins

Summary of Discussion:

This change order is for increasing the length of cables which are to be pulled from the front of the emergency vacuum trailer to the receptacles at the vacuum stations due to design changes post-construction, as well as for re-wiring and up-sizing the cables for the 20hp sewage pumps at Vac Stations E, G, and I and providing cable enlarging pin adapters to ensure compatibility and meet the required minimum cable size for the 75 hp pumps at Vacuum Stations A, D, and J/K.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 10,946.97
Expense
Funding Source:
Grant(s)
Budgeted:
No

1. Memo
2. Change Order 5

Approved By: _____
General Manager

Date: 8.15.24

MEMO

To: KLWTD Commissioners

From: Ed Castle, PE – Weiler Engineering

Date: August 20th, 2024

Re: KLWTD VPS Mods Project Change Order #5

Overview:

This memo outlines the recommendations for Change Order 5 related to the Vacuum Pumping Station (VPS) Upgrades project. This project included the emergency vacuum trailer and the modifications needed at the VPSs to connect to the trailer. The proposed changes are needed to accommodate that as-built configuration of the emergency trailer and to accommodate unforeseen electrical conductor upsizing needed to comply with Florida Building Code requirements.

Change Order 5 Recommendations:

1. Extension of Power and Signal Cables:

- **Original Specification:** The initial bid specifications included 25-foot power and signal cables, based on the assumption that the connection points would be mounted on the rear of the trailer and that they trailer could back up to the VPSs.
- **Change:** KLWTD staff determined that the best configuration for installation of the quick-connects was to locate them near the tongue of the trailer, utilizing the metal bulkhead for added support. With the connection points installed, KLWTD staff deployed the trailer to the VPSs to determine the best location for setting the trailer. Staff determined that a 50' cord length was needed at Vacuum Station E to allow for convenient location of the trailer.
- **Rationale:** Extending the cables will ensure that all connection points are easily accessible and securely mounted, improving the durability and operational ease of the trailer during emergency deployments.

2. Conductor Sizing for Sewage Pumps:

- **Issue Identified:** The current power conductors for the sewage pumps on the VPS trailer are standardized for 75 HP pumps with connectors sized for a #6 wire gauge. However, some stations, specifically Vac E, Vac G, and Vac I, use 20 HP pumps with smaller #8 wires. It was assumed that since overload protection for the 20 HP pumps is provided in the control panel on the trailer, the existing conduit and conductors feeding the 20 HP pumps would be adequate. However, the National Electric Code (NEC)

requires that the conductors be sized consistently with the incoming feed conductors.

- **Change:** It is recommended to pull new conductors from the sewage pumps to the switch panel for the 20 HP pumps to match the wire gauge to the connector size appropriately per NEC requirements.
- **Rationale:** Adjusting the conductor size will ensure compatibility with the existing infrastructure and maintain compliance with NEC guidelines. This approach would standardize connections across stations while accommodating the specific needs of those with 20 HP pumps.

Conclusion:

The proposed recommendations in Change Order 5 are intended to optimize the operation and reliability of the VPS trailer across all KLWTD stations. Extending the cables and resizing conductors, as recommended, would address the challenges encountered during installation and support the overall integrity of the emergency system. WEC and District Staff recommend approval of Change Order 5.

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 5 PROJECT TITLE: KLWTD Vacuum Station Modifications PROJECT No. 03105.078:110		
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050		
DATE OF ISSUE: August 20 th , 2024	EFFECTIVE DATE: <u>August 20th, 2024</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>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Procuring additional length of cable and installing longer cable sets for the emergency vac trailer per Weiler Engineering's RFI response #8 and PCO #5 attached. Additionally, this change order is for the procurement of larger cable size and cable enlarging pin adapters and to provide labor to install them to accommodate the minimum requirements for cable size for the sewage pumps as specified in the attached PCO #6 and in Weiler Engineering's response to RFI #13. The Contractor shall remain responsible for delivery and acceptance of the equipment and materials and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: The reason for the change is due to the cable sets not being long enough to extend to the vacuum trailer for PCO #5. For PCO #6, the reason for the change is because the electrical wiring in place for the sewage pumps does not meet the minimum required size and the installed ground conductor is below the minimum allowable conductor size for the receptacle provided.</p> <p>Work to be Performed is more specifically described as: Reynolds to procure piping materials and provide labor for the piping modifications.</p> <p>Attachments: Reynolds PCO #5 Cable Set Length Extension, WEC RFI Response #8, Reynold's PCO #6 Wiring Modifications, WEC RFI Response #13</p>			
<p>Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; vertical-align: top;"> Increase (decrease) in Contract Price: <div style="text-align: right;">\$10,946.97</div> </td> <td style="width: 50%; border: none; vertical-align: top;"> Increase (decrease) in Contract Time (Calendar days): <div style="text-align: right;">0 Days</div> </td> </tr> </table>		Increase (decrease) in Contract Price: <div style="text-align: right;">\$10,946.97</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: right;">0 Days</div>
Increase (decrease) in Contract Price: <div style="text-align: right;">\$10,946.97</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: right;">0 Days</div>		
<p>Acknowledgments:</p> <p>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.</p> <p>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>			
Original Contract Price: \$3,155,800.00	Original Contract Time: 365 Days (Calendar days or dates)		

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Owner Direct Purchase of AIRVAC parts and valve packages from Ferguson and Fluid Control Specialists	\$ (500,192.00)	0 Days
2	Additional Scope of work to include replacing 18" butterfly valve between Post-EQ tank and Booster Pumps	\$ (84,880.31)	0 Days
3	Owner Direct Purchase of piping materials	\$ (44,360.01)	0 Days
4	Stainless Steel Piping Mods, Emergency Vac Trailer Mods, & Alternate Influent Valves for Vac E	\$104,252.79	175 Days
5		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$(525,179.53)	175 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$2,630,620.47	535 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$2,641,567.44	535 Days
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 11/09/2024	
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)	

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

Meeting Date:
August 20, 2024

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Assessment Exclusion - Resolution No. 17-2024

Summary:
A request for waiver of wastewater service and exemption from SDC assessment for AK No. 9105304 per KLWTD General Rules and Regulations, Section 10.06(a)(iii)(c).

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00 \$5,200.00	1. KLWTD Form F-19
Administration: _____	Refunded Uncollected	2. Owners Request
Finance: _____	Funding Source:	3. Unbuildable Confirmation
District Counsel: _____	Assessment Revenue	4. Resolution 17-2024
District Clerk: _____	Budgeted:	5. Map
Engineering: _____	No	

Approved By: _____
General Manager

Date: 8.15.24



103355 Overseas Highway, Key Largo, FL 33037
Phone (305) 451-4019
www.klwtd.com

Request for Wastewater Assessment Waiver or Exemption

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

Property Owner of Record: CASEY YAWORSKI, Kendra Paulson

Requested By*: CASEY YAWORSKI, Kendra Paulson

**If not Owner of Record, authorization documentation must be submitted.*

Email (optional): shipyourcatch-@outlook.com

Phone: (786) 862-8774

RE/Parcel ID: 00506000-000100

Alternate Key: _____

Physical Location: VACANT Sunrise Drive, Tavernier

RE/Parcel ID: _____

Alternate Key: _____

Physical Location: _____

RE/Parcel ID: _____

Alternate Key: _____

Physical Location: _____

I request an **EXEMPTION** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and has been aggregated with an adjoining parcel that is connected to the District's central wastewater collection system. *Section 10.05 (a)*
- ☐ The parcel is a marina, boat slip or rack minimum that is not capable of creating wastewater. *Section 10.05 (b)*
- ☒ The parcel cannot be improved due to zoning regulations or other legal constraints. *Section 10.05 (c)*
- ☒ The parcel cannot be improved due to physical conditions of the property. *Section 10.05 (d)*

I request a **WAIVER** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and immediately adjacent to an assessed parcel that is connected to the District's central wastewater collection system. *Section 10.06 (a)(i) Contiguous Vacant Parcel*
***\$200.00 administrative fee required.**
- ☐ The parcel is vacant and designated as Tier I. *Section 10.06 (a)(ii) Tier 1 (one) Vacant Parcel*
***\$200.00 administrative fee required.**
- ☐ The parcel is vacant and only receives an annual tax notice due to the wastewater assessment. *Section 10.06 (a)(iv) Minimum Tax Bill*
- ☐ The parcel is owned by Monroe County Land Authority or any other Federal, State or Local Agency for the purpose of protecting the natural environment. *Section 10.06 (a)(iii) - Conservation Parcel*
- ☐ The parcel is being conveyed to the Monroe County Land Authority or any other Government Agency for conservation purpose. **The Waiver shall take effect upon receipt by the District of proof that the Government Entity has acquired title to the Subject Tax Parcel.** *Section 10.06 (a)(iii) - Conservation Parcel*

Acknowledgement Box required to process all exemptions Section 10.04(a) or waiver requests Section 10.06(b)

- ☒ Certify that if wastewater service to the parcel is reinstated, the then-current owner must pay the full direct and indirect District costs of providing the same. The amount charged at that time is expected to be significantly greater than the current non-ad valorem assessment.

Signature [Signature]

Date 7/31/24

This completed request form may be emailed to customerservice@klwtd.com or submitted to the District office located at:

Fwd: Removal of Wastewater Assessment for Property - AK# 9105304

Ship Your Catch . <shipyourcatch_@outlook.com>

Fri 7/12/2024 3:05 PM

To: Alexis Irizarry <Alexis.Irizarry@klwtd.com>

Caution: External (shipyourcatch_@outlook.com)

First-Time Sender [Details](#)

[Report This Email](#) [FAQ](#) [Protection by EssentialNet Solutions](#)

Regarding lot next to
123 Sunrise drive
Tavernier FL 33070

Let me know if this will suffice or if we need a written letter.

Thank you,

Casey Yaworski
Kendra Paulson
(786) 862-8774

Get [Outlook for iOS](#)

From: Aitken-Corey <Aitken-Corey@MonroeCounty-FL.Gov>

Sent: Friday, July 12, 2024 12:58:55 PM

To: Ship Your Catch . <shipyourcatch_@outlook.com>

Subject: RE: Removal of Wastewater Assessment for Property - AK# 9105304

Good morning,

Based on the discussion from earlier, the partial lot you have purchased is as follows:

Parcel ID [00506000-000100](#).

This lot is located in the Improved Subdivision (IS) land use district.

Pursuant to LDC [Section 130-157](#) properties within this Land Use District requires a full platted lot to be developed for a single family residence.

Based on the Property Appraiser's report, the property in question is 'Tavernier Cove No. 1, Key largo, NW ½ Lot 8.'

This indicates the parcel is the NW half of Lot 8.

The SE half of Lot 8 is joined in Parcel [00506000-000000](#)

Additionally based on LDC Section 130-157 footnote (g)(4) the parcel may be built if the parcel is not a fractional portion of a platted lot.

As this lot is half of Lot 8 it is a fractional portion of lot 8 found in Plat Book 1 Page 103 which prohibits construction of a new SFR.

RESOLUTION NO. 17 - 2024

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE BOARD”) APPROVING THE REQUEST BY KENDRA PAULSON AND CASEY YAWORSKI (“THE OWNERS”), TO WAIVE THEIR RIGHT TO RECEIVE WASTEWATER SERVICE AND TO SUSPEND COLLECTION OF SDC AND ALL FUTURE NON-AD VALOREM ASSESSMENTS FOR AK# 9105304; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Kendra Paulson and Casey Yaworski (“The Owners”) are the owners of the tax parcel described in Section 1 below (“the Subject Tax Parcel”); and

WHEREAS, the Subject Tax Parcel cannot be improved due to zoning regulations or other legal constraints; and

WHEREAS, the Owners waive their right to receive wastewater service and request that the District suspend the collection of SDC and all future non ad-valorem assessments on the Subject Tax Parcel, pursuant to the Key Largo Wastewater Treatment District’s General Rules and Regulations, Section 10.05(c).

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

Section 1.

PARCEL I.D.:	00506000-000100
AK NO.:	9105304
PARCEL DESCRIPTION:	TAVERNIER COVE NO 1 PB1-103 KEY LARGO NW 1/2 LOT 8 G57-144/45 G38-456/57 G51-37/38 OR267-110/11 OR304-405 OR1127-1198 OR1127-1197L/E OR1127-1199 OR1437-72D/C OR1437-75/77R/S OR1663-613D/C OR3210-1785 OR3224-0137 OR3260-0906

Section 2.

APPROVAL OF REQUEST. The owners request to waive wastewater service is hereby approved.

Section 3.

EFFECTIVE DATE. This Resolution shall take effect upon adoption by the Board of Commissioners

Section 4.

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 20th DAY OF AUGUST 2024.

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 Majeska	_____	_____
Commissioner Heim	_____	_____
Commissioner Schwartz	_____	_____
Commissioner Maloney	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted this 20th day of August 2024.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez,
Chairman

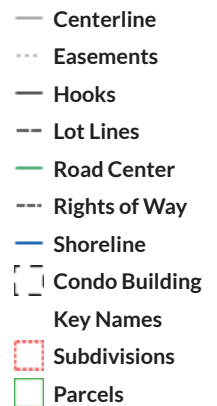
ATTEST:

*Approved as to form
and legal sufficiency:*

Shannon McCully, District Clerk

By: _____
Nicholas W. Mulick, Esq.,
General Counsel

SEAL



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

Meeting Date:
August 20, 2024

Agenda Item Number: O-2

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
ILA with Monroe County for Antenna at Rowell's Marina

Summary:

In connection with it's installation of the remote telemetry system, FloVac has located an antenna at Rowell's Marina to facilitate communication between remote sites and the plant. Monroe County proposed that the District enter into an ILA to allow the antenna to remain in place.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. ILA 2. Exhibits to ILA
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: _____
General Manager

**INTERLOCAL AGREEMENT
BETWEEN THE
KEY LARGO WASTEWATER TREATMENT DISTRICT
AND
MONROE COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2024 by and between the Key Largo Wastewater Treatment District (hereinafter the “District”) and Monroe County (hereinafter the “County”), each of which is an independent, existing entity serving as a public agency under the laws of the State of Florida.

WHEREAS, Monroe County (County), is a political subdivision of the State of Florida; and

WHEREAS, the District was created by Special Legislation, Chapter 2002-337, Laws of Florida, as amended; and

WHEREAS, the County owns and operates Rowell’s Waterfront Park (Rowell’s), described as Tracts 1 and 2, Highland Shores, according to the Plat thereof as recorded in Plat Book 3, Page 39, of the Public Records of Monroe County, Florida; Alternate Key #1626015, Parcel ID #00508200-000000 and Alternate Key #1626023, Parcel ID #00508210-000000; and

WHEREAS, the District owns and controls a wastewater collection system and wastewater collection system monitoring program and equipment in the Upper Keys; and

WHEREAS, the District has placed a Remote Telemetry Units (RTUs) at Rowell’s, specifically the parcel identified as Alternate Key #1626023, Parcel ID #00508210-000000; and

WHEREAS, pursuant to section 163.01, Florida Statutes, County and District desire to enter into a written agreement whereby County allows the placement of the RTU at Rowell’s;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the "District" and the "County" hereby agree, stipulate, and covenant as follows:

**ARTICLE I.
RECITALS**

The above Recitals are true and correct, and by this reference are incorporated as if fully set forth herein.

**ARTICLE II.
DEFINITIONS**

WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:

"Agreement" means this Interlocal Agreement.

"District" means the Key Largo Wastewater Treatment District.

"Authorized Representative" means the official of the "District" or the "County" authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"County" means Monroe County.

"Location" or "Premises" shall mean the current location as depicted on attached Exhibit A.

"Rowell's" shall mean Rowell's Waterfront Park, specifically described as Tract 2, Highland Shores, according to the Plat thereof as recorded in Plat Book 3, Page 39, of the Public Records of Monroe County, Florida; Alternate Key #1626023, Parcel ID #00508210-000000.

"RTU" shall mean the Remote Telemetry Unit utilized by the District and placed at Rowell's as depicted on Exhibit B.

ARTICLE III. INTERLOCAL AGREEMENT

PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is for the County to allow continued placement of the District's RTU at its current **location** at Rowell's.

ARTICLE IV. OBLIGATIONS

SECTION 1.01 EFFECTIVE DATE. This Agreement shall take effect on the date it is fully executed by an authorized officer of both of the Parties and shall continue until terminated under the terms of this Agreement.

SECTION 1.02 COUNTY OBLIGATIONS. County agrees to allow the continued placement of the RTU at Rowell's subject to Article IV and Article V.

SECTION 1.03 DISTRICT OBLIGATIONS. The District agrees that it will acquire all necessary permits for placing of the RTU at Rowell's. The RTU and its placement shall meet all applicable requirements imposed by law. Any modification to the RTU shall require written approval of the County.

Upon termination of this Agreement, the District shall, at its sole expense, permanently remove the RTU and all related improvements and obtain any necessary permits for the removal. The District shall have thirty (30) days, unless agreed to in writing by the County for additional time, to remove the RTU and all related improvements, fixtures and personal property constructed or installed on the premises and restore the premises at grade to substantially the same condition as before the RTU was constructed or installed.

SECTION 1.04 TERMINATION. This Agreement may be terminated at any time for any reason by either party, subject to Section 1.03.

SECTION 1.05

ARTICLE V. GENERAL PROVISIONS

SECTION 2.01 DEFAULT. In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided herein, such action shall constitute a default under this Agreement.

Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default within 30 days following the date of the Default Notice.

Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.

In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.

If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

SECTION 2.02 NOTICES. All notices, requests, demands, elections, consents, approvals, and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to COUNTY:

County Administrator
Monroe County Historic Gato Bldg.
1100 Simonton Street
Key West, Florida 33040

If to DISTRICT:

General Manager
Key Largo Wastewater
Treatment District
103355 Overseas Highway
Key Largo, Florida 33037

With a copy to:

County Attorney
P.O. Box 1026

With a copy to:

General Counsel
Nicholas W. Mulick P.A.

Key West, Florida 33041-1026

91645 Overseas Highway
Tavernier, Florida 33070

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by "registered mail" as defined in section 1.01, Florida Statutes.

SECTION 2.03 ASSIGNMENT OF RIGHTS UNDER AGREEMENT. Neither the "District" nor the "County" shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party.

SECTION 2.04 AMENDMENT OF AGREEMENT. This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

SECTION 2.05 SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The "District" and "County" agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

SECTION 2.06 ATTORNEY'S FEES AND COSTS. The "District" and "County" agree that in the event any cause of action or legal proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

SECTION 2.07 ADJUDICATION OF DISPUTES OR DISAGREEMENTS. The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

SECTION 2.08 COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that

no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 2.09 NONDISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91- 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

SECTION 2.10 COVENANT OF NO INTEREST. The Parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 2.11 CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

SECTION 2.12 NO SOLICITATION/PAYMENT. The Parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or

resulting from the award or making of this Agreement. For the breach or violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 2.13 PUBLIC ACCESS TO RECORDS. The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement. The District shall maintain adequate and complete records for a period of seven years after termination of this Agreement. The County, the Clerk, their officers, employees, agents and contractors shall have access to the District's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the aforementioned government representatives shall occur at any reasonable time.

The District is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to Section 119.0701, Florida Statutes and the terms and conditions of this contract, the District is required to:

- (a) Keep and maintain public records that would be required by the County to perform the service.
- (b) Upon request from the County's custodian of records, provide the County 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 this chapter or as otherwise provided by law.
- (c) 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 contractor does not transfer the records to the County.
- (d) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
- (e) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

An entity who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

The District shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless otherwise provided in this provision or as otherwise provided by law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE, 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

The provisions of this section survive the termination of or expiration of this Agreement.

SECTION 2.14 RELATIONSHIP OF THE PARTIES. The District is, and shall be an independent contractor and not an agent or servant of the County. The District shall exercise control, direction, and supervision over the means and manner that its personnel, contractors and volunteers perform the work for the purpose of this Agreement. The District shall have no authority whatsoever to act on behalf of or as agent of the County in any promise, Agreement or representation other than specifically provided for in this Agreement. The County shall at no time be legally responsible for any negligence on the part of the District, its employees, agents or volunteers resulting in either bodily or personal injury or property damage to any individual, property or corporation.

SECTION 2.15 TAXES. The District must pay all taxes and assessments, if any, including any sales or use tax, levied by any government agency with respect to the District's operations related to this Agreement.

SECTION 2.16 INSURANCE. The parties to this Agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions and/or for civil rights violations not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, or any other claims, arising out of the activities governed by this Agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its own employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

The District agrees to keep in full force and effect the required insurance coverage during the term of this Agreement. If the insurance policies originally purchased which meet the requirements of this Agreement are canceled, terminated or reduced in coverage, then the District must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the County whenever acquired or amended.

SECTION 2.17 HOLD HARMLESS. To the extent allowed by law, the District is liable for and must fully defend, release, discharge, indemnify and hold harmless the County, the members of the County Commission, County officers and employees, County agents and contractors, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type - including investigation and witness costs and expenses and attorneys' fees and costs - that arise out of or are attributable to the District ' s operations in connection with this Agreement except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the County. District's purchase of any insurance which may be required under this Agreement does not release or vitiate its obligations under this paragraph. Neither the County or the District waive any of its respective sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

SECTION 2.18 NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by a party be required to contain any provision for waiver.

SECTION 2.19 LEGAL OBLIGATIONS; NON-DELEGATION OF DUTIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

SECTION 2.20 NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon any terms of this Agreement to enforce or attempt to enforce any third- party claim or entitlement to or benefit of any service or program contemplated hereunder.

SECTION 2.21 NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 2.22 SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

SECTION 2.23 GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree

that venue will lie in the appropriate court or before the appropriate administrative body in the 16th Judicial Circuit in and for Monroe County, Florida.

SECTION 2.24 BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and the District and their respective legal representatives, successors, and assigns.

SECTION 2.25 AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

SECTION 2.26 COUNTERPARTS. This Agreement shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 2.27 SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supersedes any prior agreements, understandings, or communications on the subject of the Agreement, whether written or oral.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the Executive Director of the "District" and the "County's Mayor".

MONROE COUNTY

ATTEST:
KEVIN MADOK, CLERK

As Deputy Clerk

By: _____
Holly Merrill Raschein, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Nathalia M. Archer
Assistant County Attorney

KEY LARGO WASTEWATER TREATMENT DISTRICT

ATTEST:

Clerk

By: _____
Peter Rosasco, General Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Nicholas W. Mulick, General Counsel

EXHIBIT A
(Not to Scale)
508200





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

Meeting Date:
August 20, 2024

Agenda Item Number: O-3

Action Required:
Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

ILA with Monroe County for South Cliff Holdings LLC SIC

Summary:

Monroe County requests that the South Cliff Holdings LLC SIC of \$112,241.25 be payable as follows:

Date	Amount
(a) By December 31, 2024	\$41,900.00
(b) By December 31, 2025	\$36,821.25 Includes design/const. eng. fee
(c) By December 31, 2026	\$33,520.00
TOTAL	\$112,241.25



Reviewed / Approved

Financial Impact

Attachments

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

\$ 112,241.25

Funding Source:

N/A

Budgeted:

N/A

1. ILA

Approved By: _____
General Manager

Date: 8.15.24

**INTERLOCAL AGREEMENT
BETWEEN THE
KEY LARGO WASTEWATER TREATMENT DISTRICT
AND
MONROE COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT is entered into this ____ day of _____, 2024 by and between the Key Largo Wastewater Treatment District (hereinafter the “District”) and Monroe County (hereinafter the “County”), each of which is an independent, existing entity serving as a public agency under the laws of the State of Florida.

WHEREAS, Monroe County (County), is a political subdivision of the State of Florida; and

WHEREAS, the District was created by Special Legislation, Chapter 2002-337, Laws of Florida, as amended; and

WHEREAS, the District owns and operates a public sewage treatment facility serving customers within its service area encompassing Key Largo; and

WHEREAS, County desires to purchase land located at 95295 Overseas Highway, Key Largo, FL (Parcel ID 00484390-000000) for affordable housing for its employees (“Development”); and

WHEREAS, the current owner, South Cliff Holdings LLC has commenced development of the property which upon completion will consist of twenty-eight (28) affordable housing units and one (1) office; and

WHEREAS, construction of the Development is being completed in phases with twelve (12) residential units scheduled to be completed before December 2024; an additional eight (8) residential units are scheduled to be completed December 2025; and the remaining eight (8) residential units along with one (1) management office scheduled to be completed in December 2026; and

WHEREAS, the District is currently owed \$112,241.25 for twenty-six (26) additional Equivalent Dwelling Units (EDUs) and its engineering fee; and

WHEREAS, upon conveyance of the Development from South Cliff Holdings LLC to County, County will be responsible for the outstanding amount; and

WHEREAS, pursuant to section 163.01, Florida Statutes, County and District desire to enter into an agreement whereby County makes partial payments towards the outstanding amount until paid in full and District allows the phased project to obtain Certificates of Occupancy until said amounts are paid in full and provide services needed to obtain said temporary Certificates of Occupancy;

WHEREAS, District is willing to allow County's property to connect to District facilities and to provide sewage and wastewater treatment services under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, representations and promises set forth in this Agreement and for other good and valuable consideration each to the other, receipt of which is hereby acknowledged by each party, the "District" and the "County" hereby agree, stipulate, and covenant as follows:

ARTICLE I. RECITALS

The above Recitals are true and correct, and by this reference are incorporated as if fully set forth herein.

ARTICLE II. DEFINITIONS

WORDS AND TERMS. Words and terms used herein shall have the meanings set forth below:

"**Agreement**" means this Interlocal Agreement.

"**District**" means the Key Largo Wastewater Treatment District.

"**Authorized Representative**" means the official of the "District" or the "County" authorized by ordinance or resolution to sign documents of the nature identified in this Agreement.

"**Conveyance**" means transfer of legal ownership of the Development to Monroe County.

"**County**" means Monroe County.

"**Development**" shall mean the physical property and the anticipated construction of twenty-eight (28) affordable workforce housing units and one (1) office, located at 95295 Overseas Highway, Key Largo, FL (Parcel ID 00484390-000000).

ARTICLE III. INTERLOCAL AGREEMENT

PURPOSE OF INTERLOCAL AGREEMENT. The purpose of this Agreement is to establish a payment mechanism for the affordable workforce housing Development upon conveyance to County.

ARTICLE IV. OBLIGATIONS

SECTION 1.01 COUNTY OBLIGATIONS. Upon conveyance of the Development to the County, County hereby covenants and agrees to pay for the outstanding fees associated with new service in the amount of \$112,241.25, to be paid as follows:

	<u>Date</u>	<u>Amount</u>	
(a)	By December 31, 2024	\$41,900.00	
(b)	By December 31, 2025	\$36,821.25	Includes design/const. eng. fee
(c)	By December 31, 2026	\$33,520.00	

TOTAL \$112,241.25

In consideration for the provisions in Article IV, County further agrees to amend its leasing occupancy priorities for the subject property to include employees of the Key Largo Wastewater Treatment District under Category 3 as follows:

- (1) Employees of Monroe County, Florida;
- (2) Employees of Constitutional Officers of Monroe County, Florida;
- (3) Employees of the Key Largo Wastewater Treatment District and Employees of the Florida Keys Aqueduct Authority;
- (4) Employees of the Monroe County School District;
- (5) Law Enforcement Officers working within Monroe County;
- (6) State of Florida Agency Employees;
- (7) Employees of the Federal Government; and
- (8) other qualifying Monroe County residents who derive at least 70% of their income as members of the workforce in Monroe County and who meet the affordable housing income requirements.

SECTION 1.02 DISTRICT OBLIGATIONS. The District covenants and agrees that it will allow the County to pay the System Impact Charge (SIC) per the schedule delineated in section 1.01 in order for the subject Development to obtain phased Certificates of Occupancy for each unit and utilize and connect to the central wastewater management system of the District in accordance with the terms and intent of this Agreement. District also agrees that it will continuously provide wastewater management system services to the Development in return for payment of all applicable rates, fees, and charges and in accordance with the other provisions of this Agreement. It is specifically understood that the District will allow the initial twelve (12) residential units, as referred to above, to obtain Certificates of Occupancy prior to conveyance of the subject property to the County.

SECTION 1.03 CONTINGENCY. Any and all obligations of the County under this Agreement are contingent upon County entering into a purchase agreement with South Cliff Holdings LLC and subsequent legal conveyance of the Development.

ARTICLE V. GENERAL PROVISIONS

SECTION 2.01 DEFAULT. In the event of any failure of compliance by either party hereto with any of its material obligations to the other party as provided herein, such action shall constitute a default under this Agreement.

Upon any such default, the non-defaulting party shall provide to the defaulting party a written Notice of such default, which Notice (a "Default Notice") shall state in reasonable detail

the actions the defaulting party must take to cure the same. The defaulting party shall cure any such default within 30 days following the date of the Default Notice.

Notwithstanding the provisions of this Section, if any such default by the defaulting party remains uncured at the conclusion of any specified 30 day cure period, and if the nature of the defaulting party's obligations are such that more than 30 days is required to effect cure, then the defaulting party shall not be in default hereunder and the non-defaulting party shall not have the right to exercise its termination rights granted herein as a result of any such default, if the defaulting party commences cure within the applicable cure period and thereafter diligently pursues cure to completion of performance.

In the event the defaulting party fails to affect any required cure as provided for herein, the defaulting party shall be deemed to be in uncured default hereunder, and the non-defaulting party shall have the right, but shall not be obligated, upon written Notice to the defaulting party, to terminate this Agreement.

If such Notice is given, this Agreement shall terminate on the date set forth in the Notice and the parties shall be relieved of all rights and obligations hereunder, except for any rights and obligations that expressly survive termination.

SECTION 2.02 NOTICES. All notices, requests, demands, elections, consents, approvals, and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to COUNTY:

County Administrator
Monroe County Historic Gato Bldg.
1100 Simonton Street
Key West, Florida 33040

If to DISTRICT:

General Manager
Key Largo Wastewater
Treatment District
103355 Overseas Highway
Key Largo, Florida 33037

With a copy to:

County Attorney
P.O. Box 1026
Key West, Florida 33041-1026

With a copy to:

General Counsel
Nicholas W. Mulick P.A.
91645 Overseas Highway
Tavernier, Florida 33070

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by "registered mail" as defined in section 1.01, Florida Statutes.

SECTION 2.03 ASSIGNMENT OF RIGHTS UNDER AGREEMENT. Neither the "District" nor the "County" shall have the power to assign rights or obligations created by this Agreement to any third party without the prior written consent of the other party.

SECTION 2.04 AMENDMENT OF AGREEMENT. This Agreement may be amended only in a writing signed by an Authorized Representative of each of the parties hereto.

SECTION 2.05 SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The "District" and "County" agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

SECTION 2.06 ATTORNEY'S FEES AND COSTS. The "District" and "County" agree that in the event any cause of action or legal proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County.

SECTION 2.07 ADJUDICATION OF DISPUTES OR DISAGREEMENTS. The parties agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law. This Agreement is not subject to arbitration.

SECTION 2.08 COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, the parties agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. The parties specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

SECTION 2.09 NONDISCRIMINATION. The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended

(20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of disability; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91- 616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s.3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 12101 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code, Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties hereto, or the subject matter of, this Agreement.

SECTION 2.10 COVENANT OF NO INTEREST. The Parties covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

SECTION 2.11 CODE OF ETHICS. The parties agree that their officers and employees recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

SECTION 2.12 NO SOLICITATION/PAYMENT. The Parties warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, each party agrees that the other party shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 2.13 PUBLIC ACCESS TO RECORDS. The parties shall allow and permit members of the public reasonable access to, and inspection of, all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

SECTION 2.14 NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the parties in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by a party be required to contain any provision for waiver.

SECTION 2.15 LEGAL OBLIGATIONS; NON-DELEGATION OF DUTIES. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any other participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of either party, except to the extent permitted by law.

SECTION 2.16 NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon any terms of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder.

SECTION 2.17 NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of a party in his or her individual capacity, and no member, officer, agent or employee of a party shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

SECTION 2.18 SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

SECTION 2.19 GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the parties agree that venue will lie in the appropriate court or before the appropriate administrative body in the 16th Judicial Circuit in and for Monroe County, Florida.

SECTION 2.20 COUNTERPARTS. This Agreement shall be executed in two or more counterparts, any of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

SECTION 2.21 SUPERSEDES OTHER AGREEMENTS. The parties agree that this Agreement represents their mutual agreement and replaces and supersedes any prior agreements, understandings, or communications on the subject of the Agreement, whether written or oral.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by the Executive Director of the "District" and the "County's Mayor".

MONROE COUNTY

ATTEST:
KEVIN MADOK, CLERK

As Deputy Clerk

By: _____
Holly Merrill Raschein, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Nathalia M. Archer
Assistant County Attorney

KEY LARGO WASTEWATER TREATMENT DISTRICT

ATTEST:

Clerk

By: _____
Peter Rosasco, General Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
Nicholas W. Mulick, General Counsel