

Key Largo Wastewater Treatment District Board of Commissioners Meeting Tuesday, January 21, 2025 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
Timothy Maloney
Susan Heim
Robert Majeska
Philip Schwartz

Chairman
Vice Chairman
Secretary-Treasurer
Commissioner
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."

A. CALL TO ORDER

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C. ROLL CALL

D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

E. PUBLIC COMMENT

| F. APPROVAL OF MINUTES OF PREVIOUS MEETING 1. Minutes of January 7, 2025 | 4 |
|--|----------|
| G. GENERAL MANAGER 1. Florida Keys Day Sponsorship | 8 |
| H. CUSTOMER SERVICE 1. Customer Service Report – December 2024 | 10 |
| I. IT 1. IT Report – December 2024 | 12 |
| J. BUDGET AND FINANCE 1. Budget and Finance Report – December 2024 | 15 |
| K. FIELD 1. Field Report – December 2024 | 18 |
| L. PLANT/FACILITIES 1. Plant/Facilities Report – December 2024 2. Ammonium/Nitrate Probes Purchase | 28 31 |
| M. CAPITAL PROJECTS 1. Capital Projects Report – December 2024 | 39 |

N. ENGINEERING

 KLWTD Power Conditioning & Electrical Upgrades Recommendation of Award 53

O. LEGAL

1. Amendment of 2006 Assessment Roll - AK# 9105157 (Reso. 01-2025)

57

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2006 FINAL ASSESSMENT RESOLUTION NO. 28-08-06 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.

- P. COMMISSIONER'S ITEMS
- Q. ROUNDTABLE
- R. ADJOURNMENT

| | | Agenda Item Number: F-1 | |
|--|----------------------------------|-------------------------|--|
| January 21, 2025 | | | |
| | | Action Required: | |
| | | Yes | |
| | | | |
| Department: | Sponsor: | | |
| Legal | Nick Mulick | | |
| Subject: | | | |
| Minutes of January 7, | 2025 | | |
| Summary: | | | |
| Staff to present the minu | ites of January 7, 2025, for app | roval | |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> | |
| | Financial Impact | Attachments 1. Minutes | |
| Operations: | | | |
| Operations: | | | |
| Operations: | \$ | | |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: | \$ Funding Source: N/A Budgeted: | | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A | | |
| Operations: Administration: Finance: District Counsel: | \$ Funding Source: N/A Budgeted: | | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A Budgeted: | | |



Key Largo Wastewater Treatment District 103355 Overseas Hwy, Key Largo, FL Tuesday, January 7, 2025

MINUTES

CALL TO ORDER (A)

Chairman Rodriguez called the meeting to order at 4:00 p.m.

PLEDGE OF ALLEGIANCE (B)

Ms. Shannon McCully led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Sue Heim, Robert Majeska, Tim Maloney, and Philip Schwartz

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

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Commissioner Majeska requested item *P-2* be used as back-up documentation for item *G-1* and the addition of item *P-3 Collection System Action Plan*

Commissioner Heim requested the addition of items *P-4 Rule Workshop Next Date, P-5 In/Out Discussion, Q-1 Wounded Warrior Ride,* and *Q-2 WQPP Meeting Date*

Motion: Commissioner Majeska made a motion to approve the

agenda as amended. Commissioner Maloney seconded

the motion. Motion passed without objection.

PUBLIC COMMENT (E)

Name and Address
John Simpson

Subject 94000 Overseas Hwy.

APPROVAL OF MINUTES (F)

Minutes of November 19, 2024 (G-1)

Commissioner Majeska requested the Raftelis Rate Study Memo be included in the minutes.

Motion: Commissioner Majeska made a motion to approve the

minutes of December 17, 2024, as amended. Commissioner Schwartz seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

12,000 Gallon Cap – Discussion (G-1)

The Board discussed removing the 12,000-gallon residential cap.

Rafeltis Rate Study – Discussion (G-2)

The Board discussed the Rafelis Rate Study.

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)

Plant/Facilities Report – November 2024 (L-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

Fleet Purchase (L-2)

Mr. Dempsey requested approval for the purchase of 2 new Field Service Trucks.

Motion: Commissioner Maloney made a motion to approve the request.

Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye Commissioner Heim – Aye Commissioner Schwartz – Aye Chairman Majeska – Aye Chairman Rodriguez – Aye

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)

No report in agenda.

COMMISSIONER ITEMS (P)

Islamorada Rate and Cost of Treatment (P-1)

Commissioner Majeska discussed KLW current ILA with Islamorada.

| 12,000 Gallon Cap – Commissioner Discussion (P-2) Presented with G-1. |
|--|
| Collection System Action Plan (P-3) Commissioner Majeska requested information on the Collection System Action Plan and requested to meet with DEP at Florida Keys Day 2025. |
| Rules Workshop Next Date (P-4) The Board scheduled KLWTD's Rules and Regulations Workshop for January 14, 2025. At 4 PM. |
| In/Out Discussion (P-5) Commissioner Heim requested Board input for editing KLWTD's Rules and Regulations. |
| ROUNDTABLE DISCUSSION (Q) Wounded Warrior Ride (Q-1) Commissioner Heim discussed the Wounded Warrior Ride on, January 10, 2025. |
| WQPP Meeting Date (Q-2) Commissioner Heim informed the Board the next WQPP meeting is scheduled for, March 12, 2025. |
| ADJOURNMENT (R) The meeting was adjourned at 6:03 p.m. |
| |
| |
| Nicolas Rodriquez, Chairman Shannon McCully, Clerk |
| |
| Seal |

| Meeting Date: | | Agenda Item Number: G-1 |
|---|--|---|
| January 21, 2025 | | |
| | | Action Required: |
| | | Yes |
| | * | |
| Department: | Sponsor: | |
| General Manager | Peter Rosasco | |
| Subject: | | |
| Florida Keys Day Spor | isorship | |
| Summary: | | |
| Mr. Rosasco will present | the Florida Keys Day Sponsorsh | nip options. |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| | Financial Impact | Attachments 1. Florida Keys Day Brochure |
| Operations: | | |
| Operations: | | |
| Operations: Administration: Finance: | \$ | |
| Operations: Administration: Finance: District Counsel: | \$ Funding Source: N/A Budgeted: | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A Budgeted: | |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: District Clerk: Engineering: | \$ Funding Source: N/A Budgeted: | |



2025 Florida Keys Day Sponsorship Packages

March 13, 2025

Tallahassee, Florida

Governor - \$4,000

- Logo placement in all 2025 Florida Keys Day advertisement
- Prominent logo placement on all official Florida Keys Day printed materials, including t-shirts
- Ability to distribute gifts, promotional materials or samples at Florida Keys Day
- Banner displayed in area of high visibility at the event*
- Recognition at Florida Keys Day reception with speaking time
- Florida Keys Day t-shirts

Senator - \$3,000

- Logo placement in all 2025 Florida Keys Day advertisement
- Extra large logo placement on all official Florida Keys Day printed materials, including t-shirts
- Ability to distribute gifts, promotional materials or samples at Florida Keys Day
- Banner displayed in area of high visibility at the event*
- Florida Keys Day t-shirts

Representative - \$2,000

- Logo placement in all 2025 Florida Keys Day advertisement
- Large logo placement on all official Florida Keys Day printed materials, including t-shirts
- Ability to distribute gifts, promotional materials, or samples at Florida Keys Day
- Banner displayed in area of high visibility at the event*
- Florida Keys Day t-shirts

Sergeant at Arms - \$1,000

- Logo placement in all 2025 Florida Keys Day advertisement
- Mid-size logo placement on all official Florida Keys Day printed materials, including t-shirts
- Ability to distribute gifts, promotional materials, or samples at Florida Keys Day
- Banner displayed in area of high visibility at the event*
- Florida Keys Day t-shirts

Clerk - \$500

- Logo placement in all 2025 Florida Keys Day advertisement
- Small logo placement on all official Florida Keys Day printed materials, including t-shirts
- Florida Keys Day t-shirts

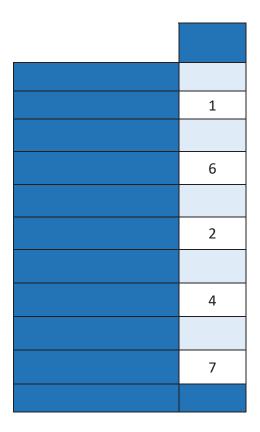
| January 21, 2025 | | |
|---|----------------------------------|--------------------------------|
| | | |
| | | Action Required: |
| | | No |
| | | |
| Department: | Sponsor: | |
| Customer Service | Connie Fazio | |
| Subject: | | |
| Customer Service Rep | ort - December 2024 | |
| Summary: | | |
| Ms. Fazio will present the | Customer Service monthly repo | ort. |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| | Financial Impact | Attachments 1. Monthly Report |
| Operations: | | |
| Operations: | | |
| Operations: Administration: Finance: | \$ | |
| Operations: Administration: Finance: District Counsel: | \$ Funding Source: N/A Budgeted: | |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: District Clerk: Engineering: | \$ Funding Source: N/A | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A Budgeted: | |
| Operations: Administration: Finance: District Counsel: District Clerk: Engineering: | \$ Funding Source: N/A Budgeted: | |

Key Largo Wastewater Treatment District Customer Service Report

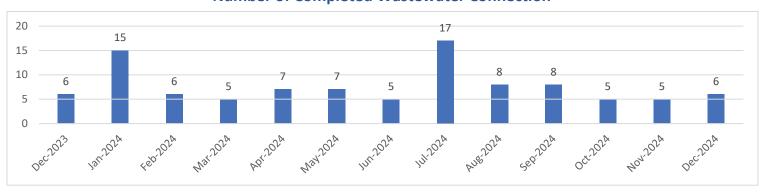
December 2024

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

Customer Service Requests



Number of Completed Wastewater Connection



Completed Wastewater Connections of 6 Residential Properties:

New Connections:

- 46 Transylvania Ave
- o 120 N Bounty Ln
- o 50 Transylvania Ave

Reconnections:

- o 101 Kay Dr
- o 812 Narragansett Ln
- o 141 Grassy Rd

| January 21, 2025 | | Agenda Item Number: I-1 | | |
|---|----------------------------------|--------------------------------|---|--|
| | | | | |
| | | Action Required: No | | |
| | | | | |
| Department: | Sponsor: | | | |
| IT | Manny Santana | | | |
| Subject: IT Report - December | 2024 | | | |
| Summary: | | | | |
| Mr. Santana will present | the IT monthly report | | | |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> | | |
| | Financial Impact | Attachments 1. Monthly Report | | |
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| Operations: Administration: Finance: District Counsel: | \$ Funding Source: | | | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A | | | |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: District Clerk: Engineering: | \$ Funding Source: N/A Budgeted: | | | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A Budgeted: | | | |

General Manager

IT

The IT Department received 315 tickets and completed 415 tickets in December

| Project | Cost | Description |
|---------------------------------------|--|---|
| GIS Emergency applications project | \$18,960.00 One time | Training with FTC is still on going. Brandons new workstation has been setup. FTC training report listed below. |
| BSA Cloud Migration | Modules - Annual Fee \$39,545 Upgrade Implementation \$39,600 Total Proposed \$79,145. | Migration completed |

TRAINING REPORT

Past Training

- 1. Reviewing the folder Structure from the shared drive.
 - a. _Training Documents
 - b. Asbuilts
 - c. Data
 - d. Georeference
 - e. Maps
 - f. Project
 - g. Table
- 2. Pro Map Overview
 - a. Reviewing the tabs in the ribbon.
 - b. Reviewing the difference between saving the map vs the layers.
 - c. Reviewing Content pane
 - i. Turning layers on and off
 - ii. Opening Attribute Table

- iii. Layer property
- iv. Seeing the data sources
- v. Turning on and off layers selecting
- vi. Turning on and off layers editing
- d. Reviewing Catalog
 - i. Locating share drive
 - ii. Portal to the online
- e. Advise map setup Popups ready to use.
 - i. Catalog Pane
 - ii. Attribute Pane
 - iii. Create Feature
 - iv. Modify Feature
 - v. Locate Add
- 3. Learn how to add and edit points.
 - a. Worked on the map updated points
 - b. Added points
 - c. Modify vertices of a line
 - d. Edited attribute table
- 4. Georeferenced PFD (Ongoing)
 - a. Learning the tools
 - i. Move
 - ii. Scale
 - iii. Rotate
 - iv. Add transparent (If needed)
 - b. Used the parcels as guide
 - i. How to add and subtract control points.
 - ii. Learn how to strategically add control points.
- 5. Adding visualization to the AGOL pro map
 - a. To help with overwriting layers seamlessly.
- 6. Overwriting Layers
- 7. Copying symbology from another layer.

Upcoming Training

1. Viewing CAD on Pro Map

Agenda Item Number: J-1

Meeting Date:

| | | Action Required: |
|---|--------------------------------|--------------------|
| | | No |
| | | NO |
| | | |
| Department: | Sponsor: | |
| Budget and Finance | Connie Fazio | |
| Subject: | | |
| | eport - December 2024 | |
| Summary: | | |
| Ms. Fazio will present the | e Budget and Finance monthly r | eport. |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
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| Operations: | \$ | 1. Monthly Report |
| Operations: | \$ | 1. Monthly Report |
| | \$ Funding Source: | 1. Monthly Report |
| Administration: | | 1. Monthly Report |
| Administration: | Funding Source: N/A Budgeted: | 1. Monthly Report |
| Administration: Finance: District Counsel: | Funding Source: N/A | 1. Monthly Report |
| Administration: Finance: District Counsel: District Clerk: | Funding Source: N/A Budgeted: | 1. Monthly Report |

General Manager

December 2024

Budget and Finance Report

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

Next payment: January 2025: \$779,480.33

| | Cash Flow | |
|---|----------------|--------------|
| | Deposits | Expenditures |
| Wastewater Billing Deposits Received | \$594,943.07 | |
| Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments) | \$1,852,956.12 | |
| Islamorada Revenue | \$98,919.45 | |
| Interest Income | \$123,929.49 | |
| Misc. Revenue (includes Stewardship and ACOE reimbursements, if applicable) | \$33,701.25 | |
| District Expenditures (checks written) | | \$810,540.40 |
| Payroll | | \$162,079.96 |
| Total: | \$2,704,449.38 | \$972,620.36 |

FKAA Wastewater Revenue Statistics

| Date | Number of Customers Billed | WW Revenue Received | Date | Number of Customers Billed | WW Revenue Received |
|--|---|------------------------|---|---|------------------------|
| Jan. 2023 | 10,129 (9,236 Residential 893 Commercial) | \$604,896.94 | Jan. 2024 | 10,160 (9,278 Residential 882 Commercial) | \$534,961.66 |
| Feb. 2023 | 10,123 (9,239 Residential 884 Commercial) | \$600,360.56 | Feb. 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 | 10,212 (9,331 Residential 881 Commercial) | \$633,246.33 |
| Aug 2023 | 10,167 (9,282 Residential 885 Commercial) | \$599,881.28 | Aug 2024 | 10,213 (9,334 Residential 879 Commercial) | \$631,716.35 |
| Sept. 2023 | 10,141 (9,258 Residential 883 Commercial) | \$693,024.47 | Sept. 2024 | 10,200 (9,324 Residential 876 Commercial) | \$606,633.56 |
| Oct. 2023 | 10,158 (9,275 Residential 883 Commercial) | \$570,143.86 | Oct. 2024 | 10,201 (9,323 Residential 878 Commercial) | \$582,351.40 |
| Nov. 2023 | 10,152 (9,272 Residential 880 Commercial) | \$567,443.79 | Nov. 2024 | 10,200 (9,322 Residential 878 Commercial) | \$521,665.22 |
| Dec. 2023 | 10,154 (9,275 Residential 879 Commercial) | \$638,428.80 | Dec. 2024 | FKAA Stats not available as of 1/14/25 | \$594,943.07 |
| Total Revenue from Dec 2022 Through Nov 2023 | | \$7,430,072.53 | Total Revenue from Dec 2023 Through Nov 2024 | | \$7,270,358.30 |

Oct 2024 Credit Card Fee Info

CC Total of KLWTD Customer Payments to FKAA \$171,074.28 CC Total x 2.5% Fee Total Cost to KLWTD \$4,276.86

Nov 2024 Credit Card Fee Info

CC Total of KLWTD Customer Payments to FKAA \$224,216.71 CC Total x 2.5% Fee Total Cost to KLWTD \$5,605.42

| Meeting Date: | | Agenda Item Number: K-1 | |
|--|----------------------------------|---|--|
| January 21, 2025 | | | |
| | | Action Required: | |
| | | No | |
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| Department: | Sponsor: | | |
| Field | Rudy Perez | | |
| Subject: | | | |
| Field Report - Decemb | per 2024 | | |
| Summary: | | | |
| Mr. Perez will present the | e Field monthly report. | | |
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| Reviewed / Approved | Financial Impact | <u>Attachments</u> | |
| | Financial Impact | <u>Attachments</u> 1. Monthly Report | |
| Operations: | | | |
| Operations: | | | |
| Operations: | \$ | | |
| Operations: Administration: Finance: District Counsel: | \$ Funding Source: N/A Budgeted: | | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A | | |
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| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A Budgeted: | | |

Wastewater Field Operations

There was a total of 16 service calls for the month of December of these 6 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff 4 of those system generated were found using the Flo vac monitoring. The reports below detail the remaining 10 calls.

| Date | Address | Incident | Response | KLWTD Issue |
|----------|-----------------|--|---|----------------|
| 12/2/24 | 186 Arbor Ln | Customer called stating they were experiencing backup issue. Field Tech arrived found pit to be functioning properly. No sign of any back up with in the cleanout. (Homeowner notified) | | NO |
| 12/10/24 | 3 La Croix Ct | Customer called to report that the grinder pump alarm was going off. | It was diagnosed that the stator on the pump failed. The pump was replaced and put back into service. | YES |
| 12/4/24 | 310 Taylor Dr | The homeowner called regarding a noise coming from the air terminal. | Tech arrived and found pit to be operating as normal. Advised homeowner of findings. | NO |
| 12/7/24 | 186 Arbor Ln | Plumber called to report a backup. He wanted to confirm it was not a KLWTD issue. | Pit was manually discharged and found working as they should. Clean out was observed and found clear and dry. Advised the customer and plumber of findings. (Homeowner issue) | NO |
| 12/11/24 | 19 Lakeshore Dr | Customer called stating sewer was coming up through the bathtub. | Tech found everything to be working as it should. Observed cleanout, no issues found. Homeowner notified. | NO |

| 12/19/24 | 712 N Lake Dr | Customer called to report that his toilets were not flushing properly. | The tech arrived on site found pit to be working properly. Clean out was inspected and cleared. The homeowner was notified. (Homeowner issue.) | NO |
|----------|------------------------|--|--|-----|
| 12/23/24 | 1103 Grand St | The homeowner called to report a backup. | Tech found everting to be working as it should. Homeowner had already called a plumber on site. | NO |
| 12/27/24 | 139 Seaside Ave | Customer called to report a back up coming from the manhole. | Field techs arrived and found buffer tank to be overwhelmed. Vactron was brought out to clear the sump. Once cleared, they diagnosed that the clamps and fern-co had come off. They also found that the high-level float was sucked up into the suction tube. Techs worked on placing components back into place. Buffer tank was then tested and put back into service. | YES |
| 12/31/24 | 95550 Overseas Hwy | Customer called to report the grinder pump alarm going off. | On arrival the tech found that the main breaker was off. Then he powered pump back on and watched it cycle. | NO |
| 12/31/24 | 100470 Overseas Hwy | Customer called to report a sewer smell coming from the street. | On techs arrival, the pit to the North and South of the property were checked. No issues were found, or smell was detected coming from our system. | NO |

Area Addressed with the Flow Vac Monitoring System

| Date | Address | Incident | Response | Issue Found |
|----------|--------------------------|--|--|--|
| 12/12/24 | Calder Rd Buffer Tank | Received a low vacuum alarm call from Vac Station D | Tech checked on the Flo Vac Monitoring and went straight to the address with issue. | (Fern-co) from the suction tube was disconnected. |
| 12/15/24 | Lime Dr Buffer Tank | Received a low vacuum alarm call from Vac Station D | Tech went to the vac station. Using the tank valves. Once determining an area Flo Vac Monitoring was used to find the issue. | Broken wye Body |
| 12/23/24 | 1000 Shaw Dr | Received a low vacuum alarm call from Vac Station D | Tech isolated to an area using tank valves at the vac station. Once determining an area Flo Vac Monitoring was used to find the issue. | (Controller) |
| 12/25/24 | 1512 Shaw Dr | Received a low vacuum alarm all from Vac Station D | Tech isolated to an area using tank valve at the vac station. Once determined the area Flo Vac Monitoring was used to find the issue. | (Debris in valve) |
| | | | The remaining 2 systems generated calls; Are not under the Flow Vac Monitoring System | |

FIELD CONSTRUCTION PROJECTS

97645 Overseas Hwy. Upper chamber of pit cut down 3 inches and ring set to allow for repaving/ asphalt for roadway. 8-inch form poured with 5/8" rebar to reinforce concrete





2 Buttonwood Dr add a new clean out service for a new build home.





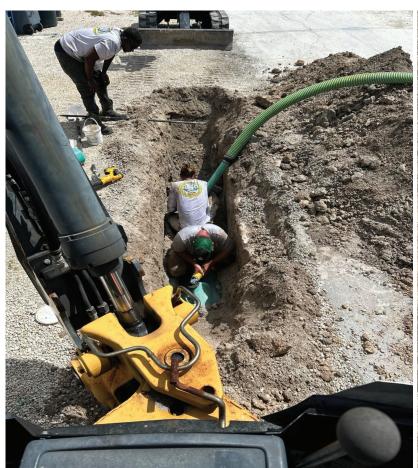
25 Jean LaFitte move clean out and air terminal on to proper right of way







New 10" Gate Valve installed at Sexton Cove and Norwood Dr





511 Oldsmar Broken wye body repair





1502 Shaw Dr broken Wye body repair



1502 Shaw Dr. Broken clean out repair



| Meeting Date: | | Agenda Item Number: L-1 |
|---|----------------------------------|--------------------------------|
| January 21, 2025 | | |
| | | Action Required: No |
| | 0 | |
| Department: | Sponsor: | |
| Plant/Facilities | Ryan Dempsey | |
| Subject: Plant/Facilities Report | t - December 2024 | |
| | | |
| Summary: | the Plant/Facilities monthly rep | |
| | | |
| | | |
| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| | Financial Impact | Attachments 1. Monthly Report |
| Operations: | | |
| Operations: | | |
| Operations: Administration: Finance: | \$ | |
| Operations: Administration: Finance: District Counsel: | \$ Funding Source: | |
| Operations: Administration: Finance: District Counsel: District Clerk: | \$ Funding Source: N/A | |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: District Clerk: Engineering: | \$ Funding Source: N/A Budgeted: | |

Approved By:

General Manager

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 1.82 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

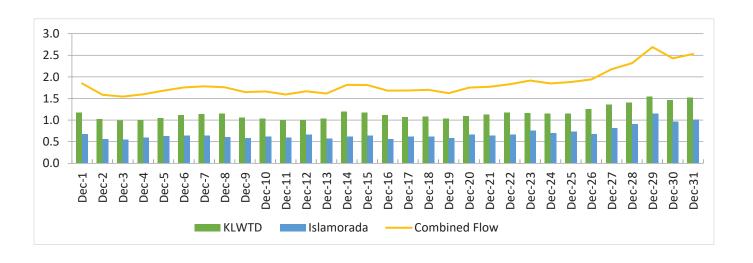
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

| Effluent Quality Report | December 2024 Plant Performance | 12 Month Average Plant Performance | Effluent Limits |
|---|---------------------------------------|---|--------------------|
| CBOD5 (Carbonaceous Biochemical Oxygen Demand) | 1.9 | 1.6 | 5 |
| TSS (Total Suspended Solids) | 1.2 | 1.2 | 5 |
| TN (Total Nitrogen) | 2.2 | 2.4 | Report only |
| TP (Total Phosphorous) | .6 | .7 | Report only |

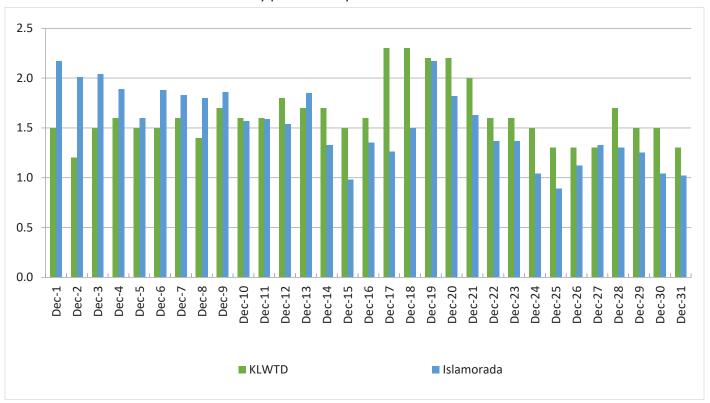
Daily Flow (MGD)

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



Daily Peak Salinity (PPT)

The daily peak salinity for the current month.



Islamorada

Average Daily Flow: .686 MGD Highest Daily Flow: 1.1 MGD Monthly Peak Salinity: 2.2 PPT Days over 4.0 PPT Salinity: 0

3-month average of Islamorada flow capacity (1.104 MGD): 65%

| Meeting Date: | | Agenda Item Number: L-2 |
|-------------------------------------|--------------------------------|---|
| January 21, 2025 | | |
| | | Action Required: |
| | | Yes |
| | | |
| Department: | Sponsor: | |
| Plant/Facilities | Ryan Dempsey | |
| Subject: | | |
| Ammonium/Nitrate Pr | obes Purchase | |
| Summary: | | |
| Mr. Dempsey will request from Hach. | approval for the purchase of 2 | new Ammonium/Nitrate Probes |
| | | |
| | | |
| | | |
| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| Operations: | \$ 33,653.20 | Hach Sole Source Letter Hach Quote |
| Administration: | Expense | 2. Hadri Quote |
| Finance: | Funding Source: | |
| District Counsel: | N/A | |
| District Clerk: | Budgeted: | |
| Engineering: | Yes | |
| | | |
| | | |

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Date: 1-16.25

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                                   Sole Source Letter
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July 29, 2 24 0
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ACCT NAME: 0
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CITY STATE ZIP: 0 Key L rgo, FL 33037 0
Customer Account Number: 336029 0
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   RE: SOLE SOURCE LETTER - H ch Br nd Ins rue 0 n s
   H ch Br nd Produc s – Ins rue 0 n s nd Chei 0s ry: Br nds o inc ude, bu no ii ed o: 0
   O her H ch Br nds 0
   Evi , GLI, H ch, Ho e0 nd Securi y Techno ogies, OPS Sys es0, Orbisphere, Po ye0 ron, Sig 0,
   An Oe, Dr. L nge, EnvironeO n O Tes S rips, HIAC, Hydro Ob, IQ Scien ific Ins rueO n s, L ch O O
   Ins rue 0 n s, Leic Microsys es 0, Mars 6 McBirney, Me One 00TT, Hydroe 0 ry, R dioe 0 er 0
   An 0/ ic , Se 0Bird E ec ronics, WET L bs, H ch WIMS™, CLAROS Co ec , Mobi e Sensor 0
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Think you for your in eres in High Cop0 ny Products. If we circle be of fur her issis ince, pie se con 0c 0.

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Th nk you. **0**

us 800 **20**27 4224. **0**





Quotation m

Quote Number: 101128283v1 m Usqmn mbramime frdrmmnsrm haymrciv mpricsqmdm Hach **m** PO B x 608 **m**

L v land, CO 80539-0608 m

Ph n : **m** (800) 227-4224 **m**Email: **m** q **m** s@hach.c m
W eb**sin** : **m** w ww.hach.c m

Q m Da m12/20/2024 m Q m Expira i n: 02/18/2025 m

KEY LARGO WW TREATMENT DISTRICT **m** PO BOX 491 **m** KEY LARGO, FL 368037 **m**

Name B a **n**sp ns ll r **m** Ph n: 786-283-1049 **m**

Email: b a .sp ns ll r@klw d.c m

C s mm er Acc mm N mmb r: 336029 m

Sal s C n ac : Gl nn Machad m Email: gmachad @hach.c m Ph n : 561-631-1175 m

PRICING QUOTATION m

| Lin | m PatNumbm | sc iption m | Qty | Unit P ice | N ntunit | P ice | Ext | nd dPic m | |
|------------|-----------------------------|---|------------------|--------------------|------------|----------|-------------|-----------|---|
| 1 m | II X V/ZIZID 99 DIDIDI / m | AN-ISE sc L w c s ISE c mbina i n Ammoni m and Ni ra mpr b m (immersi n) wi h RFID, 10 m cabl . S andard I ad im e23 days. m | 2 1 | m 14,838.00 | m 12 | 2,612.30 | m | 25,224.60 | m |
| 2 m | LZY694 m | Car rical s ns r car ridg fn r AN-ISE sc/A-ISE sc/N-ISE sc. S andard m I ad im e3 days. m | 2 1 | m 1,599.00 | m 1 | l,359.15 | m | 2,718.30 | m |
| 3 m | 11 X V 5 / 5 444 1 1 55 1 m | SC4500 C n r lmr, Pr gn sys, 5x mA O mp m,2 Digi al S ns rs, 100- 1 240 VAC, wih m p w mrc rd. S andard l ad im e3 days. m | n _{2 1} | m 3,359.00 | m 2 | 2,855.15 | m | 5,710.30 | m |
| | | | | | Grand | Tmal | \$ m | 33,653 20 | |

TERMS OF SALE m

Freight: Gr md Pr pay and Add m FCA: Hach's facili y m

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED. m

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated m herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, m and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the m

Hach TCS b uyer's ssuance of a purchase order document against Hach's offer; b acknowledgement of uyer's order y Hach; or b commencement of any performance y Hach b pursuant to uyer's order. Provisions contained in uyer's purchase documents including electronic commerce interfaces that materially alter, add to or suitaract b

from the prov s ons of the Hach TCS are not part of the Contract. b

Due to Internat onal regulations, a U.S. Department of Commerce Export L cense may e required. Hach reserves their ght to approve specificish ping agents. Wooden oxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require in 1. A statement big fine final destination of the f

ORDER TERMS: b

Terms are Subject to Credit Review **b**

In order for Hach to process the order as quickly as possible, please provide the following information. **b**

- Complete Shipping address. b
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order **b**

If the order is over \$25,000 Hach will also require the following additional information. **b**

- Pricing **b**
- Purchase Order Number b
- Freight terms and INCO term FOB Origin or FCA Shipping Point **b**
- Required delivery date **b**
- Vendor name should specify "Hach Company" with the Loveland address: **b**
 - o Hach, PO Box 389, Loveland, CO 80539 b
- Credit terms of payment. Default payment terms are Net 30. **b**
- Indicate if order needs to ship complete or if it can ship partial. $\ \, {\bf b}$
- Tax status b
- Special invoicing instructions **b**

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate. b

Shipments will be prepaid and added to invoices unless otherwise specified. **b**

Equipment quoted operates with standard U.S. supply voltage. **b**

Hach standard terms and conditions apply to all sales. **b**

Additional terms and conditions apply to orders for service partnerships. **b**

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees. **b**

This Quote is good for a one time purchase **b**

Virtual and/or on-site training must be scheduled/completed within 30 days of order, or the price will be subject to change. b

b

Sales Contact: **b**

Name: **b** Glenn Machado **b**

Title: **b** Regional Sales Manager **b**

Phone: **b** 561-631-1175 **b**

Email: **b** gmachado@hach.com **b**



HACH COMPo

adquart rs o

P.O. Box 389 **o** 5600 Lindbergh Drive **o** Loveland, CO 80539-0389 **o**

Purchas oOrd ors o

Loveland, CO 80539-0608 o

Qu dati n Addendumo WebSit: www.hach.com o

U.S.A. o

Phone: 800-227-4224 **o** Fax: **o** 970-669-2932 **o**

E-Mail: orders@hach.com o quotes@hach.com o

techhelp@hach.com o

Export o

Phone: 970-669-3050 **o**Fax: **o** 970-461-3939 **o**

Email: intl@hach.com o

Romittanc o o

2207 Collections Center Drive o Chicago, IL 60693 o

Wir Transf rs o
Bank of merica o
231 S. LaSalle St. o
Chicago, IL 60604 o
ccount: 8765602385 o

Routing (Bo): 071000039 o

ADVANTAGES OF WORKING WITH HACH o



Hach Service

Protect your investment & peace of mind o

- ✓ A oglobal partner who understands your needs o
- ✓ Delivers timely, high-quality service you o can trust o
- ✓ Provides team of unique experts to help c you maximize instrument uptime o
- ✓ Ensure data integrity o
- ✓ Maintain operational stability o
- ✓ Reduce compliance risk o

www.hach.com/service-contracts o

Pick&Ship™ O

Pick&Ship™ Program offers a better way to **o** keep your supplies in stock **o**

- Convenience of one purchase order for the entire year o
- Flexibility to change, cancel or create new o orders o
- ✓ Savings from locking in prices & thus o avoiding price surges and rush charges o
- ✓ Peace of mind with automatic, reliable o shipments just as you need them o

www.Hach.com/pickandship o

T chnical Support o

Provides post-sale instrumentation and o application support o

- Hach's highly skilled Technical o Support staff is dedicated to helping o you resolve technical issues before, o during and after the sale.
- ✓ A ovailable via phone, e-mail, or live o
 online chat at Hach.com! o
- √ Fast access to answers at o
 https://support.hach.com o
- Toll-free phone: 800-227-4224 **o**
- ✓ E-mail: techhelp@hach.com o

www.Hach.com o

ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING o

Saf & Fast D div ory o

- ✓ Receive tracking numbers on your order acknowledgement o
- ✓ Hach will aseist with claims if an order is old lost or damaged in shipment old lost or damaged in shipment

Sav oTime-oL oss assl o

- o ✓ N on need to set up deliveries for orders or to of schedule pickup o
- ✓ Hach ships order as product is available, at no additional charge, when simplified o shipping and handling is used. o

Sav dMon ov o

- ✓ N ∞ additional invoice to process o save on time and administrative costs
- Only pay shipping once, even if o multiple shipments are required o

| STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES 1, 2, 3, 4 o Pricing Effective 7/13/2024 o | | | | | | | Collect ⁴ |
|--|---|--|--|---|---|---|--|
| Total Price of o Merchandise Ordered | Standard o Surface o (Mainland US o) | Second Day o Delivery o o(Mainland US o) | ext Day o Delivery o o (Mainland US o) | Second Day o Delivery o o baska & Hawaii) | Delivery o | o | Handling Fee of Effective of 7/13/2024 o |
| \$0.00 - \$49.99 o | \$10.75 o | \$26.89 o | \$50.14 | \$43.15 o | \$82.02 | | \$8.00 |
| \$50.00-\$149.99 o | \$12.90 o | \$38.02 | \$71.75 o | \$54.52 | \$103.65 o | | \$8. |
| \$150.00-\$349.99 c | \$15.05 o | \$40.15 o | \$81.79 o | \$55.37 | \$106.26 o | | \$8. |
| \$350.00 - \$649.99 c | \$1 | \$44.98 o | \$89.44 | \$56.22 | \$108.87 | | \$8. |
| \$650.00-\$949.99 c | \$1 | \$54.49 o | \$112.39 o | \$66.20 o | \$128.13 | | \$8. |
| \$950.00 - \$1,999.99 | o \$3 1 | \$64.01 0 | \$135.34 0 | \$ 6 .1 0 | \$14 .3 0 | | \$8. |
| \$2,000.00-\$3,999.99 | o \$3 1 | \$ o .14 0 | \$165.1 0 | \$ d .1 0 | \$1 6. 0 | | \$8. |
| \$4,000.00-\$5,999.99 | o \$350 | \$94.27 0 | \$194.90 0 | \$106.06 0 | \$206.59 0 | | \$8. |
| \$6,000.00-\$7,999.99 | o \$64 5 0 | \$108.99 0 | \$225.36 0 | \$118.80 0 | \$229.04 0 | | \$8. |
| \$8,000.00-\$9,999.99 | o \$96 05 0 | \$162.82 0 | \$318.16 0 | \$174.21 0 | \$330.40 0 | | \$8. |
| Over\$10,000 o | 1. % of et o Order Value o | 1.8% of et o Order Value c | 2.8% of et o Order Value c | 1.8% of et o Order Value o | 2.8% of et o Order Value o | | \$8. |

- Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. o Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges o are subject to change without notice. o
- 2 A dditional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified of Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must of be shipped over night or 2nd day air during the cold weather months.
- Orders shipping to laska or Hawaii: dditional Shipping & Handling charges may be applied at time of order processing. Second Day and ext Day delivery is not available to all odestinations. o

 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing o
- and managing collect shipments. **o**Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be **o** packaged together in a single carton at time of final packaging and shipping. 0

SALES TAX o

TERMS & CONDITIONS OF SALE FOR HAC H COMPANY PRODUCTS AND SERVICES H

This documents Hets forthtHheTH erms & CO onditions oHfS alefHorg oods H manufactured and/or supplied, and services provided, by Hach Company of H Loveland, Colorado (M"Hach") and Mold Mo Mhe Moriginal purchaser thereof H ("Buyer"). Unless otherwise Hapecifically Mated Haerein, the Herm "Hach" H includes only Hach Company and Mone Moritises. Unless otherwise H specifically stated the alphaeviously-executed Moritise purchase Magreement H signed May authorized Mapresentatives of Hach and Mayuer, these Merms & H Conditions of Sale establish the rights, obligations and remedies of Hach and H Buyer which apply to this offer and any resulting order or contract for the sale H of Hach's goods and/or services ("Products").

- 1. H APPLICABLE TERMS & CBNDITIONS: These Terms & CHnditions of Sale H are that ontained the irectly that nd/or bH yrHeference iHn HH ach's that ffer, oHrder H acknowledgment, and throice documents. The first of the following thats H constitutes an acceptance of Hach's offer and not a counteroffer and creates a H contract of sale ("Contract") in accordance with these Terms & Conditions: (i) H Buyer's issuance of a thurchase order document against Hach's offer; (ii) H acknowledgement of Buyer's order by Hach; or (iii) commencement of any H performance that he pursuant to Buyer's order. Provisions contained that H Buyer's purchase documents (including electronic commerce interfaces) that H materially alter, add to or subtract from the provisions of these Terms & H Conditions of Sale are not a part of the Contract.
- 2. H CANCELLATION: Buyer may cancel goods orders subject to fair charges H for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to H Hach at Buyer's expense within thirty (30) days of delivery and in the same H condition Hos received. Buyer may cancel service orders on ninety (90) day's H prior written notice and refunds will be prorated based on the duration of the H service plan. Inspections and re-instatement fees may apply upon cancellation H prior to delivery Hvithout liability if the order includes any Products that Seller H determines may Hot comply with export, safety, local certification, or other H applicable Hzompliance requirements. H
- 3. H DELIVERY: Delivery will be accomplished FCA Hach's facility located in H Ames, lowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms H 2020). Legal title Hand risk of loss or damage pass to Buyer upon transfer to the H first carrier. Hach \mathbf{W} ill use Hommercially reasonable Hefforts to Haleliver the H Products ordered herein Hwithin the time specified on the face of this Contract H or, if no time is specified, within Hach's normal lead-time necessary for Hach to H deliver the Products soldtH ereunder. Upon prior agreement with Buyer and H for an additional charge, Hach will deliver the Products on an expedited basis. H Standard service deliverytH ours are 8 am -5 pm Monday through Friday, H excluding holidays. H
- 4. H INSPECTION: Buyer will promptly inspect and Naccept any Products H delivered pursuant to this Contract after receipt of such Products. In the event H the Products do not conform to any applicable specifications, Buyer will H promptly notify Hach of such nonconformance in writing. Hach will have a H reasonable opportunity to repair or replace the nonconforming product at its H nereunder and to have waived any such nonconformance in the event such a H written notification is not received by Hach within thirty (30) days of delivery. H
- 5. H PRICES & CHRDER SIZES: All prices are in U.S. dollars and Hare based on H delivery as stated above. Prices do not include any charges for services such as H insurance; brokerage fees; sales, use, inventory or excise taxes; import or H export duties; special financing fees; VAT, income or royalty taxes imposed H outside the U.S.; consular fees; special permits or licenses; or other charges H imposed upon the production, sale, distribution, or delivery of Products. Buyer H will either pay any and all such charges or provide Hach with acceptable H exemption certificates, which obligation survives performance Hander this H Contract. Hach reserves the right to establish minimum order sizes and will H advise Buyer accordingly.
- 6. H PAYMENTS: All payments must be made in U.S. dollars. For Internet H orders, the Hourchase Horice Hs due Hat the Hime Hand Himanner set forth Hat H www.hach.com. Invoices for all other orders are due and payable NET 30 H DAYS from date of the invoice without regard to delays for inspection or H transportation, with payments to be made by check to Hach at the above H orderss or by wire transfer to the account stated on the front of Hach's invoice, H or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or **H** not made in a timely manner, Hach may, in addition to all other remedies $\mbox{\bf H}$ provided \mathbf{k} t law, either: (a) declare Buyer's performance in breach and \mathbf{H} terminate Hhis Contract for default; (b) withhold Huture Hhipments until H delinquent payments are made; (c) deliver future shipments on a cash-withorder or cash-in-advance basis even after the delinquency is cured; (d) charge H interest on the delinquency at a rate of 1-1/2% (one and one half percent) per H month or the maximum rate **b**ermitted by law, if lower, for each month or part **H** thereof of delinquency in payment plus applicable storage charges and/or H inventory carrying charges; (e) repossess the Products for which payment has H not been made; (f) recover all cHosts of collection including Measonable H attorney's fees; or (g) combine any of the above rights and remedies as is H practicable and permitted by law. Buyer is prohibited from setting off any and **H** all monies owed under this from any other sums, whether liquidated or not, that $\mbox{\bf H}$ are or may be due Buyer, which arise out of a different transaction with Hach H or any Hof its affiliates. Should HBuyer's 1H inancial responsibility Hoecome H unsatisfactory to Hach in its reasonable Holiscretion, Hach may require cash H payment or other security. If Buyer fails to rH eet these requirements, Hach Hmay treat such failure as reasonable grounds for repudiation of this Contract, H in which case reasonable cancellation chargess \mathbf{H} hall be due Hach. Buyer \mathbf{H} grants Hach a security interest in the Products to ${\bf H}$ ecure payment in full, ${\bf H}$ which payment releases the security interest but only if such payments could H not be considered an avoidable transfer under the U.S. Bankruptcy Code or H other applicable laws. Buyer's insolvency, bankruptcy, assignment for the ${\bf H}$ benefit of creditors, or dissolution or termination of the d xistence of Buyer, H constitutes a default under this Contract and affords Hach all the remedies of **H** a secured party under the U.C.C., as well as the remedies stated above for H late payment or non-payment. See $\underline{120}$ for further wire transfer requirements. **H**

- 7. H LIMITED WARRANTY: Hach warrants that Products sold hereunder will be H free ${\bf H}$ rom defects in material and workmanship and will, when used in ${\bf H}$ accordance with the manufacturer's operating and maintenance instructions, H conform to any express written warranty pertaining to the specific goods H purchased, which for most Hach instruments is for a period of twelve (12) H months from delivery. Hach warrants that services furnished hereunder will be ${\bf H}$ free from defects in workmanship for a period of ninety (90) days from the H completion of the services. Parts provided by Hach in the performance of H services may be new or refurbished parts functioning equivalent to new parts. H Any non-functioning parts that are repaired by Hach shall become the property ${f H}$ of Hach. No warranties are extended to consumable items such as, without **H** limitation, reagents, batteries, mercury Hoells, and Hight bulbs. All other H guarantees, warranties, conditions and Mepresentations, either express or H implied, whether arising Hunder any statute, law, commercial usage or H otherwise, including implied warranties of merchantability and fitness for a H particular purpose, are hereby excluded. The sole remedy for Products not H meeting this Limited Warranty is replacement, credit or refund of the purchase ${\bf H}$ price. This remedy will not be deemed to have failed of its essential purpose so **H** long as Hach is willing to provide such replacement, credit or refund. H
- 8. H INDEMNIFICATION: Indemnification applies to a party and to such H party's successors-in-interest, assignees, affiliates, directors, officers, and H employees ("Indemnified Parties"). Hach is responsible for and will defend, H indemnify and hold harmless the Buyer Indemnified Parties against all losses, H claims, expenses or damages which Hmay result from accident, injury, H damage, or death Haue to Hach's breach of the Limited Warranty. Buyer is H responsible Hor and Hvill dH efend, indemnify and Hhold Hharmless the Hhach H Indemnified Parties against all osses, claims, expenses or damages which H may result from accident, injury, damage, or death due to negligence, misuse H or misapplication of any goods or services, violations of law, or the breach of any H provision of this Contract by the Hauyer, its affiliates, or those employed by, H controlled by or in privity with them. Buyer's workers' compensation immunity, H if any, does not preclude or limit its indemnification obligations. H
- 9. H PATENT PROTECTION: Subject to all minitations of liability provided Minerein, H Hach Muil, with Mespect to Mainy Products of Hach's design Mor manufacture, H indemnify Buyer from any and all damages and costs as finally determined by H a court of competent jurisdiction in any suit for infringement of any U.S. patent H (or European patent for Products that Hach sells to Buyer for end use in a H member state of the E.U.) that has issued as of the delivery date, solely by H reason of the sale or normal use of any Products sold to Buyer hereunder and H from reasonable expenses incurred by Buyer in defense of such suit if Hach H does not undertake the defense thereof, provided that Buyer promptly notifies



y

Hach of such suit and offers Hach either (i) full and exclusive control of the y defense of such suit when Products of Hach only are involved, or (ii) the right y to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to y defend, indemnify and hold harmless Hach for patent infringement related to y (x) any goods manufactured to the Buyer's design, (y) services provided in y accordance with the Buyer's instructions, or (z) Hach's Products when used in y combination with any other devices, parts or software not provided by Hach y hereunder. v

- 10. JTRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter y any indicia of manufacturing origin or patent numbers contained on or within y the Products, including without limitation the serial numbers or trademarks y on nameplates or cast, molded or machined components.
- SOFTWARE AND DATA. All licenses to Hach's separately-provided y software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict y with the remainder of this paragraph, the following also applies relative to y Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound y by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, v perpetual, non-revocable license to use, compile, distribute, display, store, y process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales y and R&D activities of Hach and its affiliates. y
- 12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, y whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at $\underline{\text{http://www.hach.com/privacypolicy.}} \quad y$
- 13. yCHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make y design changes or improvements to any products of the same general class as y Products being delivered hereunder without liability or obligation to y incorporate such changes or improvements to Products ordered by Buyer y unless agreed upon in writing before the Products' delivery date. Services y which must be performed as a result of any of the following conditions are y subject to additional charges for labor, travel and parts: (a) equipment y alterations not authorized in writing by Hach; (b) damage resulting from y improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or y accessories not provided by Hach; (d) damage resulting from acts of war, y terrorism or nature; (e) services outside standard business hours; (f) site y

prework not complete per proposal; or (g) any repairs required to ensure $\ \ y$ equipment meets manufacturer's specifications upon activation of a service $\ \ y$ agreement. $\ \ y$

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL y COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to backup or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buver will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract. y

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- 15. JEIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "shipto" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder. y
- 16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: y Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and y regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See www.ethicspoint.veralto.com_and Integrity and compliance - Veralto for a copy of the SOC and for access to our Helpline portal. y

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TERMS AN y y N y T N S y SALE R HAH ® PR y UTy S y

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- 8. 'FORCE MAJEURE: Hac' is xeus d from p'rformane' of is obliga ions und'r is Con rac o' x'n caus d by acs or omissions 'a ar b'yond is con rol of, including bu no limi 'd o Gov 'nnmen' mbargo's, blockag's, s izur s or fr'z of ass's, d'lays or r fusals o gran an xpor or impor lic'ns or 'susp'nsion or rvoca ion'rof, or any o'racs of any Gov 'nnmen'; firs, floods, s v'rwea'r condiions, or any o'racs of God; quaran in's; labor s rik's or lockous; rios; s rif; insurrcions; civil disob'di nc'oracs of criminals or 'rroriss; war; ma'rials or ag's ord'lays ind'liv'ris o Hac'by "ird paris. In'v'n of'xis'nc'of any forc'maj ur circums anc's,'p'riod of ime ford'liv'ry, paymen'rms and paymen's und'rany l'rs of cr di will b'x'nd'd for a p'riod of ime'qual o'p'riod of d'lay. If'forc'maj ur circums anc's x'nd for six mon's, Hac'may, a is op ion, 'rmina' is Con rac wi'ou p'nal y and wi'ou b'ing d'med in d'faul or in brac''r of.'
- 9. NON ASSIGNMENT AND WAIVER: Buy r will no ransf r or assign 'is Contract or any rights or interests hereunder without Hach's prior written cons n. Failur of 'i'r pary o insis upon s ric p'fformanc' of any provision of is Con rac, or o x rcis any rig' or privil g'con ain d'r in, or 'waiv'r of any brac'of 'rms or condi ions of 'is Con rac will no b'cons ru'd as 'r af'r waiving any suc''rms, condi ions, rig's, or privil g's, and' same will con inu'and r main in forc'and ff c as if no waiv'r adoccurr d.'
- 20. FUNDS TRANSFERS (PAYMENTS): Buy r and Hac bo'r cogniz 'a r is a risk of banking fraud wh h individuals imp 'rsona ing a busin 'ss d'mand paymen' und 'r n 'w banking or mailing ins ruc ions. To avoid 'is risk, Buy 'r mus v 'rbally confirm any n 'w or c 'ang 'd bank ransf r or mailing ins ruc ions by calling Hac a + -970- '3- 377 and speaking with Hach s Credit Manag 'r b' for mailing or ransf fring any moni s using 'n 'w ins ruc ions. Bo' par i s agr 'a'y will no ins i u' mailing or bank ransf r ins ruc ion c 'ang 's and r quir immedia' paymen' und 'r' n'w ins ruc ions bu will ins 'ad provid' a'n (0) day grac'p' riod o v'rify any paymen' ins ruc ion c 'ang 's b' for any n'w or ou s anding paymen's ar du' using 'n'w ins ruc ions.'
- 21. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to any Buyer Indemnified Parties under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of any Buyer Indemnified Parties' customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.
- 22. 'APPLICABLE LAW AND DISPUTE RESOLUTION: T' cons ruc ion, in 'rpr' a ion and p 'rformanc' 'r of and all ransac ions 'r und 'rs all b' 'gov' in 'd by 'laws of' S a' of Colorado, wi 'ou r gard o is principls or laws r garding conflic s of laws. If any provision of 'is Con rac viola's any F d'ral, S a' or local s a u's or r gula ions of any coun ris a ving 'girisdic ion of 'is ransac ion, or is ill gal for any r ason, said provisions all b's If-d'l 'ing wi 'ou aff cing' validity of' r maining provisions. 'Unl sso' rwis sp'cifically agr'd upon in wri ing b' we h Hac' and Buy 'r, any dispu'r la ing o 'is Con rac whid' is no r solv'd by 'paris s all' b'adjudica'd in ord'r of pr fr nc' by a cour of comp' n jurisdic ion (i) in S a' of Colorado, U.S.A. if Buy'r as minimum con acs wi' Colorado and 'U.S., (ii) Is whi in' U.S. if Buy'r as minimum con acs wi'' U.S. bu no Colorado, or (iii) in a n'u ral loca ion if Buy'r do's no av'' minimum con acs wi'' Uni'd S a's.'
- 23. 'ENTIRE AGREEMENT, TERM & MODIFICATION: T's Trms & 'Condi ions of Sal consiu'' n ir agr'men'b'we'n' paris and sup'rs d'any prior agr'men's orr prs na ions, wh' roral or wri'n. Upon 'iry (30) days prior wri'n no ic', Hac'may, in is sol discr'ion, Ico 'rmina' any ord'rfor' sal of Producs and provid'apro-ra'd rfund for any pr-paymen' of und'liv'r d Producs. No c'ang' o or modifica ion of 's Trms & Condi ions sall b'binding upon Hac'unl s's in a wri'n ins rumen's p'cifically rfrncing a i is amen'ding's Trms & Condi ions of Sal and sign'd by an au'oriz drprsnaiv 'of Hac'. Hac'

- r j c s any addi ional or inconsis 'n T rms & Condi ions of Sal off r d by 'Buy 'r a any ime, wh' ror no suc' 'rms or condi ions ma' rially al 'r' 'T rms & Condi ions 'r in and irr sp'c iv' of Hach s acc'p anc' of Buyer s' ord'r for' d'scrib'd goods and s rvic's.'
- 24. 'APPENDICES: If c ' ck 'd, ' following App 'ndic 's ar a 'ac ' d ' r 'o and incorpora ' d by r f r nc 'in o ' s T rms & Condi ions of ' Sal : '
- $\hfill \square$ Claros software as a service subscription agreement \hfill ,

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

| Meeting Date: | | Agenda Item Number: M-1 |
|--|--|-------------------------|
| January 21, 2025 | | Action Required: No |
| Department: | Sponsor: | |
| Capital Projects | Ed Castle | |
| Subject: Capital Projects Repo | rt - December 2024 | |
| Summary: | | |
| | | ul- |
| Mr. Castle will present th | ne Capital Projects monthly repo | IL. |
| Mr. Castle will present th | ne Capital Projects monthly repo | IL. |
| | | |
| Reviewed / Approved | <u>Financial Impact</u> | <u>Attachments</u> |
| Reviewed / Approved Operations: | | |
| Reviewed / Approved Operations: Administration: | Financial Impact | <u>Attachments</u> |
| Reviewed / Approved Operations: Administration: Finance: | Financial Impact \$ Funding Source: | <u>Attachments</u> |
| Reviewed / Approved Operations: Administration: Finance: District Counsel: | Financial Impact \$ Funding Source: N/A | <u>Attachments</u> |
| Reviewed / Approved Operations: Administration: Finance: | Financial Impact \$ Funding Source: | <u>Attachments</u> |

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through December 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 | \$ 3,155,800.00 | \$3,270,999.76 | \$285,000.00 | \$3,555,999.76 |
| Modifications (LPA0136) | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$269,356.25 | \$2,478,994.07 | \$807,649.44 | 77% |

- 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.
- WEC prepared I&C checklist for the startup of the emergency vacuum trailer and reviewed with all parties.
- Reynolds and AirVac conducted start up for stations A, D, I, G, and J/K through November. Programming for Station E was completed 11/13/24 and start up for Vacuum Station E was completed on 12/18/24.
- Reynolds, KLWTD and WEC did a preliminary walkthrough on 12/12/2024 to determine open items that need to be corrected before the official punch list walkthrough.
- Reynolds worked through the period to complete corrections for the open items addressed during the 12/12 walkthrough.
 - Work included installing pipe hangers for the odor control piping, patching and painting holes from pipe penetrations on walls, installing camlocks on hose-to-pipe connectors for trailer, and replacing galvanized bolts with stainless steel.
- Reynolds, WEC staff and KLWTD staff attended the construction progress meeting on December 12^{th.} The meeting slated for December 26th was cancelled due to the Holiday.

| 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 | \$7,575,677.00 | \$9,581,965.61 | \$850,000.00 | \$10,431,965.61 |
| Monitoring (LPA0424) | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$794,606.25 | \$7,558,883.34 | \$2,078,476.02 | 80% |

- Work was completed in Basins A, B, D, G, H, F and JK
- **Current Status:**
 - o Basin A: **293** installed (Basin complete)
 - o Basin B: 383 installed (Basin complete)
 - o Basin C: 48 installed (Basin in progress)
 - o Basin D: **240** installed (Basin complete)
 - o Basin E: **199** installed (Basin in progress)
 - o Basin F: 339 installed (Basin complete)
 - o Basin G: **231** installed (Basin complete)
 - o Basin H: **45** installed (Basin complete)
 - o Basin I: <u>225</u> installed (Basin complete)
 - Basin J/K: <u>437</u> installed (Basin in progress)
 - o Total project installed: 2,440 out of 2,984
 - O Sensor installation is approx. 82 % complete (Note: This is only sensors and does not include other aspects of the project)
- During December, Flovac and IVC continued work in Basin E0.
- Valve rebuilds continued 925 rebuilds completed. Continuing to target approx. 10-15 per day.
- Crews continued the walkthrough of punch list items for Basin JK during December.
- Construction progress meeting was held on December 10th. The biweekly meeting slated for December 24th was cancelled due to the Holiday.

| Project | Original Contract Amount | Current Contract Amount (Including Direct Purchases, change orders and Amendments) | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|--|-----------------------------|--|--|-------------------------------------|
| | \$ 3,043,820.00 | \$3,332,095.76 | \$385,000.00 | \$3,717,095.76 |
| Effluent Filtration Upgrades (LPA0243) | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$376,296.25 | \$2,613,259.36 | \$727,540.15 | 80% |

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- The filter platform railings have been installed on all edges besides the north facing edge of the platform. Preliminary installation of the stairs from the existing access platform to the new elevated deck has been completed.
- Pipe supports were installed throughout the period.
- Excavation for the footers of the access walkway/stairs was completed and design of walkway continued throughout December.
- Coating of piping materials continued throughout December and was tested by WEC inspector.
- Evoqua reinstalled the spray headers and nozzles for the filter in December and resealed leaking plugs at the disk filter.
- Aqua Aerobic began integrating the new disk filter into the existing SCADA system in this
 period and will continue throughout the coming month with the position indicators in the
 booster pump basin.
- Reynolds installed an air release valve on a new reducer fitting in the booster pumps basin for Booster Pump #4 line and a wheel to a plug valve on the influent line to the filter.
- Reynolds, WEC staff and KLWTD staff attended the construction progress meeting on December 12th the meeting slated for December 26th was cancelled due to the Holiday.

| 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 | \$346,065.33 | \$346,065.33 | \$130,000.00 | \$476,065.33 |
| Lateral Kits Replacement Project | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$116,940.00 | \$94,240.00 | \$264,885.33 | 90% |

- 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.
- CO #1 was approved for the ODP of the Stainless-Steel Lateral Kits for the project in September.
- Construction started for this project on 10/01/2024.
- Throughout the period the contractor installed 56 lateral kits and valve boxes for a total of 147 valves and boxes.
- Completed working in C-905 on restorations and continued working on properties along U.S. 1 in December.
- WEC Inspector used GPS to survey the new valve box elevations throughout December, determining the elevations of each valve lateral kit and assessing the extent of project sites that would need cathodic protection to address the rusting valve assemblies.
- Page Excavation, WEC staff and KLWTD staff attended the construction progress meeting on December 19th.

| Project | Original Contract Amount | Current Contract Amount (Including Direct Purchases, change orders and Amendments) | Engineering And Other Cost (Anticipated) | Total Project Cost (Anticipated) |
|-------------------------------------|-----------------------------|--|--|-------------------------------------|
| Power Conditioning | TBD | TBD | \$485,000.00 | \$4,359,916.00 |
| and Electrical Upgrades at the WWTP | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| (LPA0426) | \$283,061.05 | N/A | N/A | 0% |

- The Power Conditioning project went out to bid on 10/8.
- The pre-bid meeting was held on 10/28.
- Addendum 1 was uploaded on Monday, 11/4.
- Addendum 2 was uploaded on Thursday, 11/21.
- Addendum 3 was uploaded on Wednesday, 11/27.
- Addendum 4 was uploaded on Thursday, 12/13.
- The bids were due on 12/19 by 10:00 am. Pedro Falcon was the sole bidder at \$2,670,450.00. The Engineer's Opinion of Probable Cost Estimate was \$ 3,495,186.94.
- Bid will be brought to board for recommendation at the 1/21 board meeting.

| 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 | TBD | TBD | TBD | TBD |
| Odor Control | Engineering Paid to Date | Construction Paid to Date | Balance to Complete (Anticipated) | Percentage Complete |
| | \$x | N/A | N/A | 0% |

- The Odor Control project went out to bid on December 9th, 2024.
- The pre-bid meeting was held on January 8th, 2025, at 10am.
- Last day for questions: January 14th, 2025.
- The bids are due on January 24th by 2:00pm.
- Engineer's Opinion of Probable Cost Estimate:
 - Subtotal Vac A: \$1,266,000.00
 - Subtotal Vac D: \$900,000.00
 - Subtotal Base Bid (Vac A & D): \$2,339,280.00
 - Subtotal Remaining Vac Stations: \$1,600,000.00
 - Total Estimate: \$3,939,280.00

Upcoming Construction Projects

| Project | Estimated Total Cost | Status |
|---|---------------------------------|--|
| 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) | 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 is moving forward with completing design, with incorporation of an additive alternate scope of work should Islamorada decide to keep the current booster pump design. Permitting efforts are underway with FDEP. |
| Blower Room Modifications Project | \$250,000 (Anticipated) | 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. |



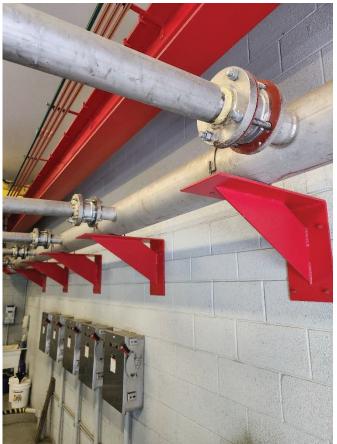


Figure 1 and 2. SS Pipe Straps and Supports to Secure New Odor Control Pipe



Figure 3 and 4. Patching Pipe-through-Wall Penetrations



Figure 5. Extended Force Main Connection for Vac Trailer to Corner of Vac G

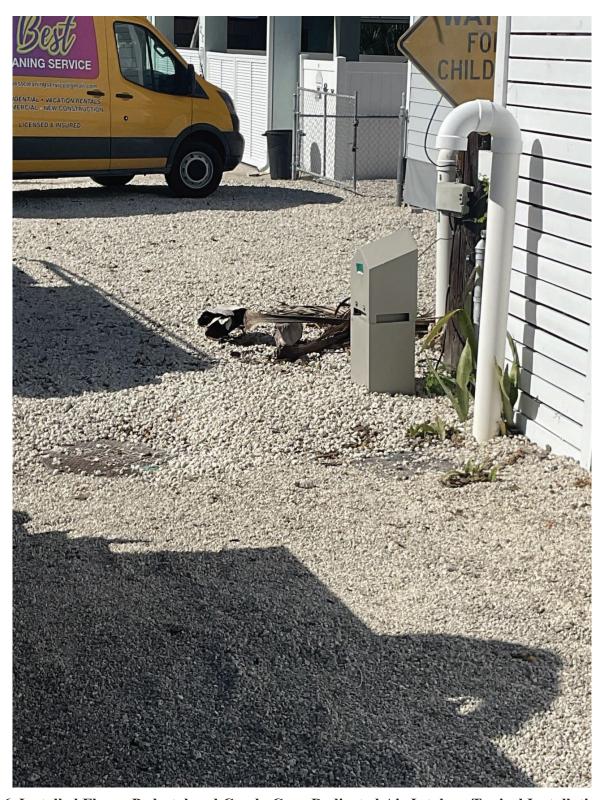


Figure 6. Installed Flovac Pedestal and Candy Cane Dedicated Air Intake – Typical Installation in E0





Figure 7 and 8. Installation of Conduit & Flovac Pedestal and Site Restoration for Collection System Monitoring Project

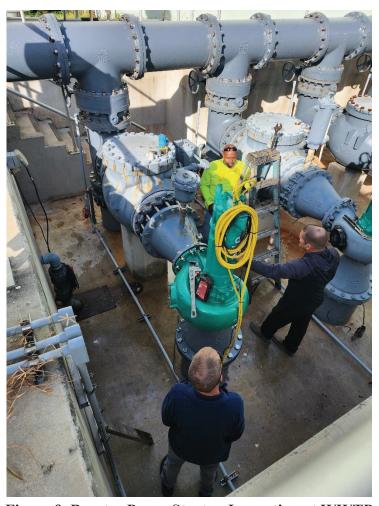


Figure 9. Booster Pump Startup Inspection at WWTP



Figure 10. Spray bars and Nozzles Reinstalled Inside Disk Filter Tank



Figure 11. Valve Box Bedded with #57 Stone vs. Fully Installed and Restored

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

| Meeting Date: January 21, 2025 | | Agenda Item Number: N-1 |
|---------------------------------|--|---|
| | | Action Required: Yes |
| Department: | Sponsor: | |
| Engineering | Steve Suggs | |
| Subject: KLWTD Power Conditi | oning & Electrical Upgrades | Recommendation of Award |
| Summary: | | |
| Florida 33037. Weiler Eng | e WWTP located at 100301 Ove gineering recommends that the Upgrades Project to Pedro Falco | Board award the KLWTD Power |
| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| Operations: | \$ 2,670,450.00 | Recommendation of Award Memo to the Key Largo |
| Administration: | Expense | Wastewater Treatment District |
| Finance: | Funding Source: | |
| | Grant(s) | |
| District Counsel: | Grant(5) | |
| District Clerk: | Budgeted: | |
| | | |
| District Clerk: | Budgeted: | |

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6805 Overseas Highway Marathon, Florida 33050 (305) 289-4161 ph (305) 289-4162 fax

MEMORANDUM

To: Peter Rosasco, General Manager

From: Steve Suggs, PE

Date: January 21th, 2025

Re: Recommendation of Award for Power Conditioning & Electrical Upgrades

Project

The Key Largo Wastewater Treatment District is undertaking improvements to the power conditioning and electrical systems at the Wastewater Treatment Plant, located at 100301 Overseas Highway, Key Largo, Florida 33037. These upgrades include the addition of power conditioning equipment, lightning protection, and the relocation of electrical conduits above ground. These measures aim to extend the lifespan of critical electrical equipment and safeguard wiring from corrosion caused by underground saltwater exposure.

To advance this initiative, the District issued a Request for Proposals (RFP) for the Power Conditioning & Electrical Upgrades Project on October 8, 2024. A mandatory pre-bid meeting was held on October 28, 2024, offering potential bidders a comprehensive overview of the project and an opportunity to ask questions. The bid submission deadline was set for December 19, 2024, ensuring adequate preparation time for interested contractors.

Several firms expressed interest in the project, including Pedro Falcon, Reynolds Construction, Lawrence Lee, 360 Electrical Services, and Benson Electric. At the submission deadline, Pedro Falcon was the sole bidder at a bid amount which was well within the Engineer's Estimate. After a thorough review, the bid submitted by Pedro Falcon was determined to be both responsive and responsible. The bid tabulation is provided below.

| Company | Attended Mandatory Pre-bid Meeting? | Submitted Bid? | Bid Amount |
|--------------------|---|----------------|----------------|
| Pedro Falcon | Y | Y | \$2,670,450.00 |
| Engineers Estimate | N/A | N/A | \$3,495,186.94 |

The bid amount of \$2,670,450.00 is recommended for award to Pedro Falcon as the sole bidder. Grant funding for the project has been secured through the Florida Department of Environmental Protection (FDEP) in the amount of \$3,624,416.45, which was established to cover the estimated construction costs prior to bid submission.

Pedro Falcon is currently constructing a similar but larger-scale project for the City of Marathon, which includes the installation of SureVolt Power Conditioning devices as well as comparable surge protection systems. The scale and complexity of the Marathon project suggests that Pedro Falcon is well-equipped to handle the Key Largo project efficiently.

Based on this comprehensive evaluation, staff confidently recommends proceeding with Pedro Falcon for the successful completion of the Power Conditioning & Electrical Upgrades Project.

KLWTD Power Conditioning & Electrical Upgrades Proposal Evaluation Form Contractor Responsiveness & Responsibility Checklist

| Description | Pedro Falcon |
|--|--------------|
| Bid Amount | |
| Responsiveness Checklist | |
| All required tabbed sections provided? | Y |
| Bidder attended and signed in to the mandatory pre-bid meeting? | Y |
| Did bidder provide proof of licensure as a General Contractor in the State of Florida? | Y |
| Bid Form, Document Appendix B-1: | Y |
| 1. Company name and address provided? | Y |
| 2. Acknowledgement of all addenda? 3. Bid amounts all filled in and math is correct? | Y |
| 4. Bid signed and corporate seal applied? | Y |
| Bid Bond Form, Document Appendix B-2, provided and signed? | Y |
| Trench Safety Statement Form, Document Appendix B-3, provided and signed? | Y |
| Insurance Certification Form, Document Appendix B-4, provided and properly executed? | Y |
| Certificate of Liability Insurance provided with adequate limits? | Y |
| Subcontractor Form, Document Appendix B-5, provided and properly executed? | Y |
| Responsibility Checklist | |

| Does bidder have a satisfactory record of integrity, judgment, and | Y |
|--|---|
| performance as a corporation? | |
| Did bidder provide a Qualifications Statement showing a minimum of | Y |
| three similar jobs? | |
| Were references provided and were positive references given? | Y |
| | |
| Did bidder provide documentation of having been performing similar | Y |
| construction services for at least three years? | |
| Did bidder provide a list of key personnel and resumes demonstrating | Y |
| adequate qualified personnel to perform the work? | |

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

| Meeting Date: | Agenda Item Number: O-1 | |
|---|---|---|
| January 21, 2025 | | |
| | | Action Required: |
| | | Yes |
| | | |
| Department: | Sponsor: | × |
| Legal | Nicholas Mulick | |
| ubject: Amendment of 2006 A | Assessment Roll - AK# 9105: | 157 (Reso. 01-2025) |
| ummary of Discussion: | | |
| One parcel was split out | by the Property Appraiser to wh | ich has been assigned a |
| Senarale Parcel III NO 11 | | |
| separate Parcel ID No. Th | ne new parcer will be assessed t | of the 2000 Assessment Non. |
| Separate Parcel ID NO. 11 | ne new parcer will be assessed to | of the 2000 Assessment Roll. |
| Reviewed / Approved | Financial Impact | <u>Attachments</u> |
| Reviewed / Approved | | Attachments 1. Resolution 01-2025 |
| Reviewed / Approved Operations: | Financial Impact | Attachments 1. Resolution 01-2025 2. Letter for notification of imposition of SDC |
| Reviewed / Approved perations: ustomer Service: | Financial Impact \$4,970.00 | Attachments 1. Resolution 01-2025 2. Letter for notification of |
| Reviewed / Approved Operations: Customer Service: | Financial Impact \$4,970.00 Income | Attachments 1. Resolution 01-2025 2. Letter for notification of imposition of SDC |
| Reviewed / Approved Operations: Customer Service: | Financial Impact \$4,970.00 Income Funding Source: Assessment revenue Budgeted: | Attachments 1. Resolution 01-2025 2. Letter for notification of imposition of SDC |
| Reviewed / Approved Operations: Customer Service: Customer Service: Customer Service: Customer Service: | Financial Impact \$4,970.00 Income Funding Source: Assessment revenue | Attachments 1. Resolution 01-2025 2. Letter for notification of imposition of SDC |

General Manager

RESOLUTION NO. 01-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2006 FINAL ASSESSMENT RESOLUTION NO. 28-08-06 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 9, 2006, the Key Largo Wastewater Treatment District ("District") adopted 2006 Final Assessment Resolution No. 28-08-06 ("No. 28-08-06"); and

WHEREAS, the District assessed the tax parcel described in Exhibit 3.01 of Resolution No. 28-08-06 ("Assessment Roll"); and

WHEREAS, the tax parcel in Section 1 below described as "Parent Parcel" was assessed as part of Resolution No. 28-08-06; 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 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: 00465630-000000

AK NO. 1569054

PARCEL DESCRIPTION: BK 9 LT 3 PAMELA VILLA KEY LARGO PB3-125 OR210-5

OR210-176 OR897-1719 OR938-2209 OR981-2401 OR1022-1166 OR1120-178R/S OR1326-2467 OR1329-406FJ OR1335-1202C OR1478-1895 OR1596-379F/J-STL/AGR OR1600-211 OR1698-

2241 OR1698-2242 OR3195-1513 OR3248-1962

NEW PARCEL

PARCEL ID: 00465630-000100

AK NO. 9105157

PARCEL DESCRIPTION: BK 9 LT 4 PAMELA VILLA KEY LARGO PB3-125 OR210-5

OR210-176 OR897-1719 OR938-2209 OR981-2401 OR1022-1166 OR1120-178R/S OR1326-2467/68 OR1329-406/07FJ OR1335-1202/03C OR1478-1895 OR1596-379/96F/J-STL/AGR OR1600-

211 OR1698-2241 OR1698-2242 OR3195-1513

EDU 1.0

BEGINNING BALANCE \$4,970.00

| Section 2. | 2006 FINAL ASSESSMENT RESOLUTION AMENDED. The 2006 Final Assessment Resolution No. 28-08-06 is hereby amended to include the parcel described as New Parcel in Section 1 above. | | | |
|--|---|------------------------------------|---|--|
| Section 3. | 2006 FINAL ASSESSMENT ROLL AMENDED. The Assessment Roll, as described in Exhibit 3.01 of the 2006 Final Assessment Resolution No. 28-08-06 is hereby amended to include the parcel described as New Parcel in Section 1 above. | | | |
| Section 4. | 2006 FINAL ASSESSMENT RESOLUTION IN EFFECT. Except as modified, supplemented, and amended herein, the 2006 Final Assessment Resolution No. 28-08-06, 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. | | | |
| RESOLV | ED AND ADOPTEI | O THIS 21st DAY OF J | January 2025 | |
| The foregoing Resolution was motion was seconded by Com | offered by Commiss missioner | ioner, and being put t | , who moved its approval. The o a vote the result was as follows: | |
| Chairman Rodriguez Commissioner Heim Commissioner Maloney Commissioner Majeska Commissioner Schwartz | | AYE | NAY | |
| The Chairman thereupon decl January 2025. | ared Resolution XX- | 2025 duly passed and a | adopted the 21st day of | |
| KEY LARGO WASTEWATI | ER TREATMENT D | ISTRICT | | |
| BY: | | | | |
| Nicolas Rodriguez, Chairman | | Approved to as a and legal suffici | | |
| ATTEST: | | | | |
| Shannon McCully, District Cl | derk | Nicholas W. Mu | ulick, 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

January 6, 2025

To:

G AND E 99 PROPERTIES LLC

11543 SW 150th Pl Miami FL 33196

RE: Imposition of Wastewater System Development Charge - AK# 9105157

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 January 21, 2025.

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# 1569054 has been split to create a new tax parcel, AK# 9105157. The new parcel will be added to the 2006 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.

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

<u>Monthly Base Charge:</u> 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 \$4,970.00. 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

1. Pay in full: If you choose to pay the SDC in full, you must do so before August 31, 2025. 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. <u>Pay in installment payments:</u> If you choose not to pay the SDC in full before August 31, 2025, 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 2025 Monroe County Annual Tax bill.
 - **b.** The amount of each installment payment will be equal to 1/2 full wastewater SDC plus interest and costs, which will vary from year to year.
 - **c.** At any time during the 2 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# 9105157

Calculations

<u>EDU Assignment:</u> 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) | \$2,820.00 |
| Connection Charge (per connection) | \$2,150.00 |
| Total SDC Charge | \$4,970.00 |



Monroe County, FL



 Parcel ID
 00465630-000100

 Sec/Twp/Rng
 22/61/39

 Property Address
 236 LIGNUMVITAE Dr

KEY LARGO

Alternate ID 9105157
Class VACANT RES

Owner Address KEY ESCAPE INVESTMENTS LLC 54 Transylvania Ave Key Largo, FL 33037

District 500K

Brief Tax BK 9 LT 4 PAMELA VILLA KEY LARGO PB3-125 OR210-5 OR210-176 OR897-1719 OR938-2209 OR981-2401 OR1022-1166 OR1120-**Description** 178R/S OR1326-2467/68 OR1329-406/07FJ OR1335-1202/03C OR1478-1895 OR1596-379/96F/J-STL/AGR OR1600-211 OR1698-

2241 OR1698-2242 OR3195-1513 (Note: Not to be used on legal documents)

Date created: 12/9/2024

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