



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](http://www.gotomeet.me/KLWTDclerkboard-meeting)**

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

Access Code: 587-583-005

BOARD MEMBERS:

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

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

MISSION STATEMENT:

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

Please mute cell phones.

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
1. Minutes of 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	28
2. Ammonium/Nitrate Probes Purchase	31
M. CAPITAL PROJECTS	
1. Capital Projects Report – December 2024	39

N. ENGINEERING

- | | |
|---|----|
| 1. 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

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

Meeting Date:
January 21, 2025

Agenda Item Number: F-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Minutes of January 7, 2025

Summary:
Staff to present the minutes of January 7, 2025, for approval.

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

Approved By: _____
General Manager



Date: 1-16-25



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.

Rafelis 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 _____

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

Meeting Date:
January 21, 2025

Agenda Item Number: G-1

Action Required:
Yes

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
Florida Keys Day Sponsorship

Summary:
Mr. Rosasco will present the Florida Keys Day Sponsorship options.

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

Approved By:  Date: 1-16-25
General Manager



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

**Banner to be provided by the Sponsor*

floridakeysdays@gmail.com

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

Meeting Date:
January 21, 2025

Agenda Item Number: H-1

Action Required:
No

Department:
Customer Service

Sponsor:
Connie Fazio

Subject:
Customer Service Report - December 2024

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

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

Approved By: _____
General Manager



Date: 1-16-25

Key Largo Wastewater Treatment District Customer Service Report

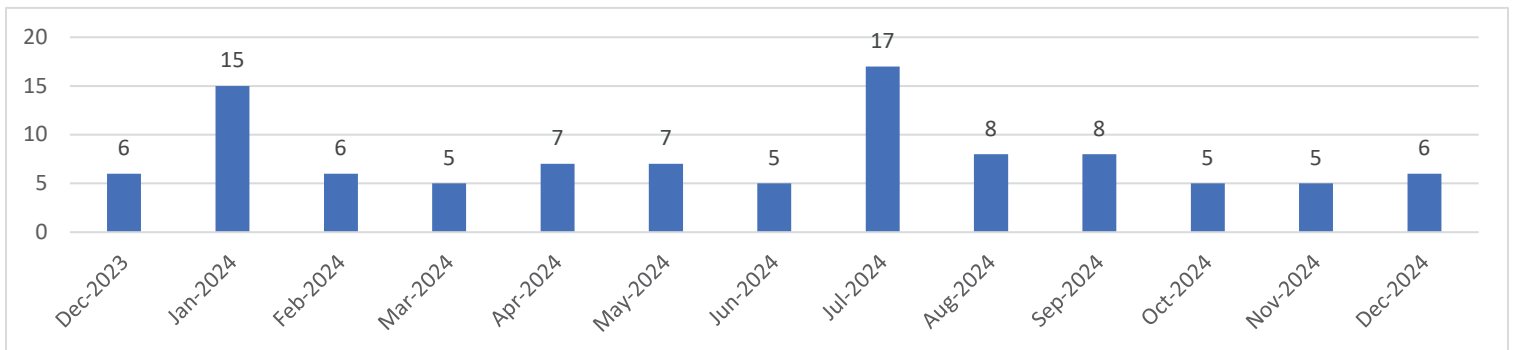
December 2024

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

Customer Service Requests

	Total
Billing	12
Letter of Coordination	1
Damage	1
Demo	6
Field Department	9
Locate	2
MOD	12
NOA	4
Tie In Non-Res	1
Tie In Res	7
Total	55

Number of Completed Wastewater Connection



Completed Wastewater Connections of 6 Residential Properties:

New Connections:

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

Reconnections:

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

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

Meeting Date:
January 21, 2025

Agenda Item Number: I-1

Action Required:
No

Department: IT Sponsor: Manny Santana

Subject:
IT Report - December 2024

Summary:
Mr. Santana will present the IT monthly report.

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

Approved By:  Date: 1-16-25
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	<ul style="list-style-type: none">• 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

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

Meeting Date:
January 21, 2025

Agenda Item Number: J-1

Action Required:
No

Department:
Budget and Finance

Sponsor:
Connie Fazio

Subject:
Budget and Finance Report - December 2024

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

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

Approved By: _____ Date: 1-16-25
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

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

Meeting Date:
January 21, 2025

Agenda Item Number: K-1

Action Required:
No

Department:
Field

Sponsor:
Rudy Perez

Subject:
Field Report - December 2024

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

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

Approved By: _____
General Manager



Date: 1-16-25

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



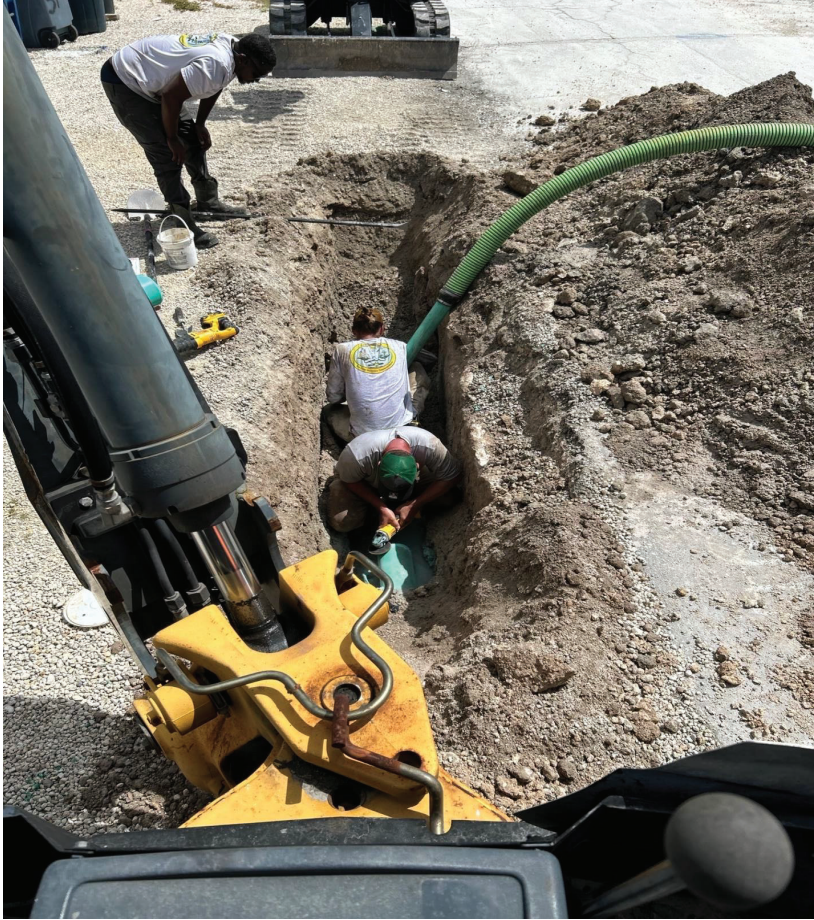
2 Buttonwood Dr add a new clean out service for a new build home.



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



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

Meeting Date:
January 21, 2025

Agenda Item Number: L-1

Action Required:
No

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Plant/Facilities Report - December 2024

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

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

Approved By: _____
General Manager



Date: 1-16-25

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.

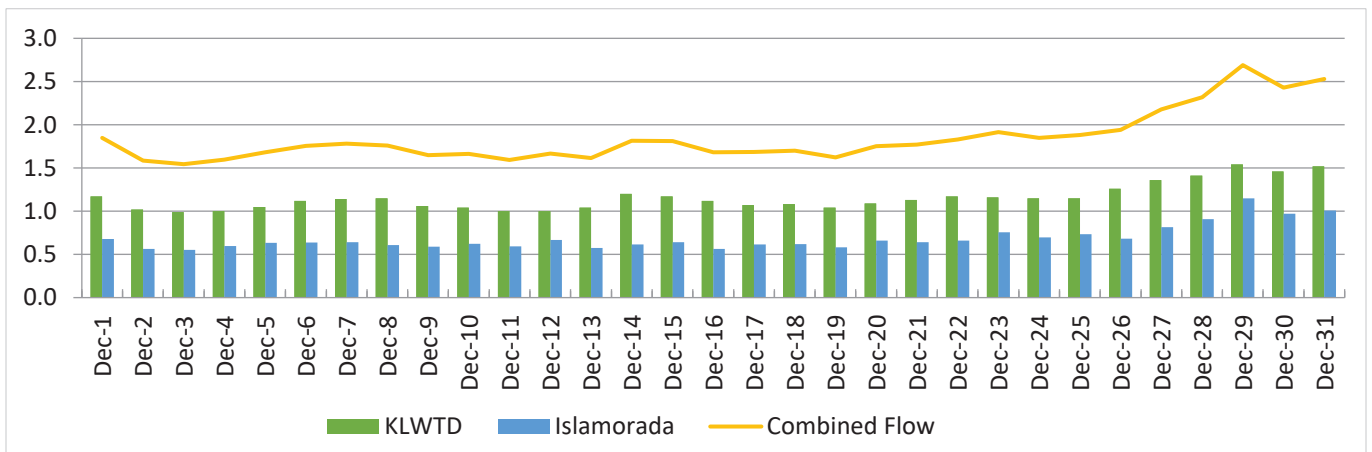
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

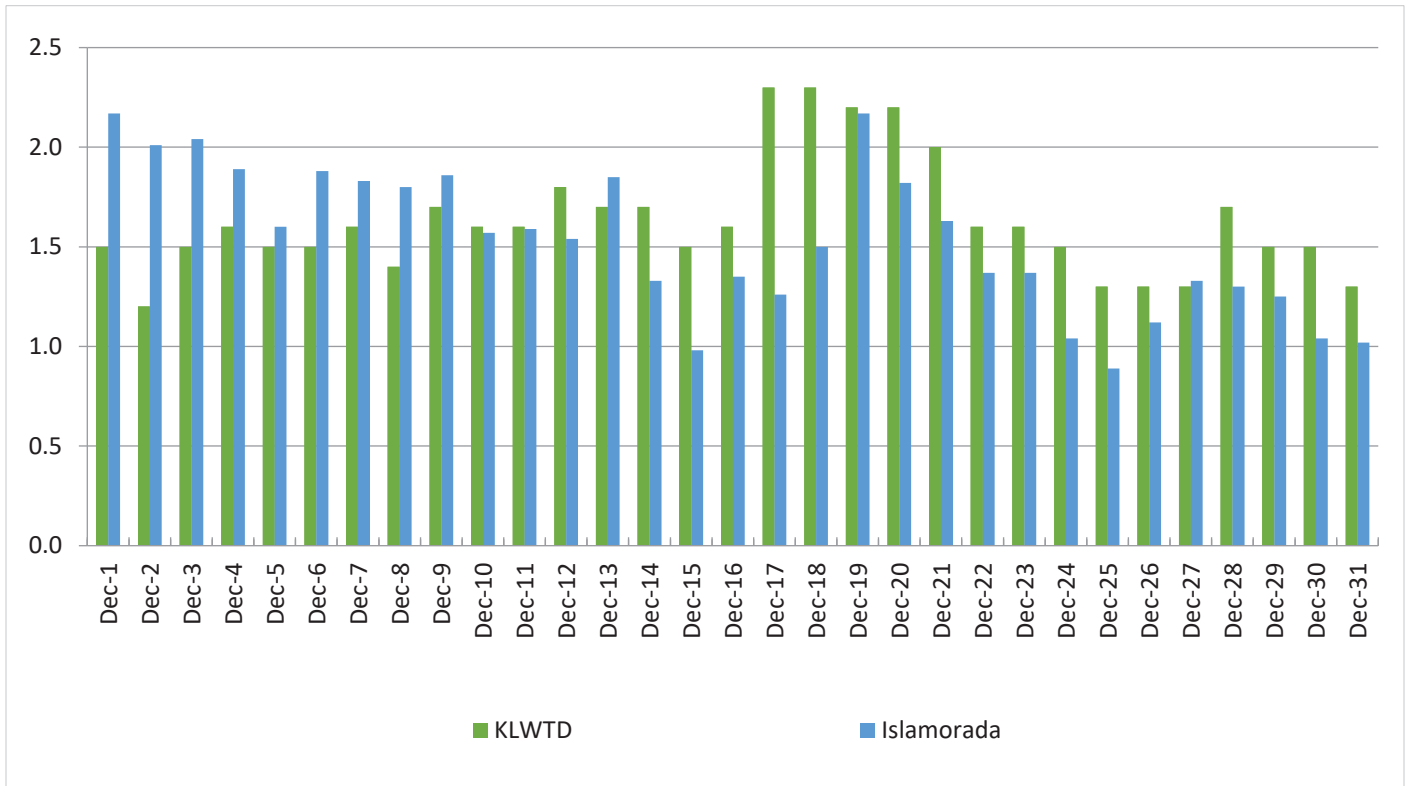
Effluent Quality Report	December 2024 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1.9	1.6	5
TSS (Total Suspended Solids)	1.2	1.2	5
TN (Total Nitrogen)	2.2	2.4	Report only
TP (Total Phosphorous)	.6	.7	Report only

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%

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

Meeting Date:
January 21, 2025

Agenda Item Number: L-2

Action Required:
Yes

Department:
Plant/Facilities

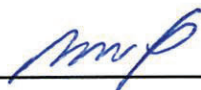
Sponsor:
Ryan Dempsey

Subject:
Ammonium/Nitrate Probes Purchase

Summary:
Mr. Dempsey will request approval for the purchase of 2 new Ammonium/Nitrate Probes from Hach.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 33,653.20	1. Hach Sole Source Letter 2. Hach Quote
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____
General Manager



Date: 1-16-25

Sole Source Letter

July 29, 2024

ACCT NAME: Key Largo Wastewater Treatment District
STREET ADDRESS: 103355 Overseas Hwy
CITY STATE ZIP: Key Largo, FL 33037

Customer Account Number: 336029

RE: SOLE SOURCE LETTER – Hach Brand Instruments

Hach Brand Products – Instruments and Chemistry: Brands to include, but not limited to:

Other Hach Brands

Evita, GLI, Hach, Homeland Security Technologies, OPS Systems, Orbisphere, Polymetron, Sigma, Anatel, Dr. Lange, Environmental Test Strips, HIAC, Hydrolab, IQ Scientific Instruments, Lachat Instruments, Leica Microsystems, Marsh-McBirney, Met Onem OTT, Hydrometry, Radiometer Analytical, Sea-Bird Electronics, WET Labs, Hach WIMS™, CLAROS Collect, Mobile Sensor Management, Applitek.

Thank you for your interest in Hach Company products. This letter is to advise that Hach Company is the sole source manufacturer for all Hach branded instrumentation and chemistry. This excludes all resell items, such as glassware, measuring spoons, brushes, and other general lab accessories. Any software or firmware additions or alterations must be purchased directly from Hach Company.

This letter is to confirm that Hach Company is the sole authorized manufacturer and direct distributor of the items listed above.

Thank you for your interest in Hach Company Products. If we can be of further assistance, please contact us at 800-227-4224.

Thank you.





Quotation

Quote Number: 101128283v1
 Use quote number at time of order to ensure that you receive prices quoted

Hach
 PO Box 608
 Loveland, CO 80539-0608
 Phone: (800) 227-4224
 Email: quotes@hach.com
 Website: www.hach.com

Quote Date: 12/20/2024

Quote Expiration: 02/18/2025

KEY LARGO WW TREATMENT DISTRICT
 PO BOX 491
 KEY LARGO, FL 33037

Name: Beau Sponseller
 Phone: 786-283-1049
 Email: beau.sponseller@klwtd.com

Customer Account Number : 336029

Sales Contact: Glenn Machado Email: gmachado@hach.com Phone: 561-631-1175

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Net Unit Price	Extended Price
1	LXV440.99.00002	AN-ISE sc Low cost ISE combination Ammonium and Nitrate probe (immersion) with RFID, 10 m cable. Standard lead time 23 days.	2	14,838.00	12,612.30	25,224.60
2	LZY694	Cartrical sensor cartridge for AN-ISE sc/A-ISE sc/N-ISE sc. Standard lead time 3 days.	2	1,599.00	1,359.15	2,718.30
3	LXV525.99A11551	SC4500 Controller, Prognosys, 5x mA Output, 2 Digital Sensors, 100-240 VAC, without power cord. Standard lead time 3 days.	2	3,359.00	2,855.15	5,710.30
Grand Total						\$ 33,653.20

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

ALL LEAD TIMES ARE ESTIMATED AND NOT GUARANTEED.

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 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, 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

Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract

from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

ORDER TERMS:

Terms are Subject to Credit Review

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

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

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

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

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.

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

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

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

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

This Quote is good for a one time purchase

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

Sales Contact:

Name: Glenn Machado
Title: Regional Sales Manager
Phone: 561-631-1175
Email: gmachado@hach.com



HACH COMPANY

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

Purchase Orders
PO Box 608
Loveland, CO 80539-0608

WebSite: www.hach.com

U.S.A.
Phone: 800-227-4224
Fax: 970-669-2932
E-Mail: orders@hach.com
quotes@hach.com
techhelp@hach.com

Export
Phone: 970-669-3050
Fax: 970-461-3939
Email: intl@hach.com

Remittance
2207 Collections Center Drive
Chicago, IL 60693

Wire Transfers
Bank of America
231 S. LaSalle St.
Chicago, IL 60604
Account: 8765602385
Routing (ABA): 071000039

Quotation Addendum

ADVANTAGES OF WORKING WITH HACH

<p>Hach Service</p> <p><i>Protect your investment & peace of mind</i></p> <ul style="list-style-type: none"> ✓ A global partner who understands your needs ✓ Delivers timely, high-quality service you can trust ✓ Provides team of unique experts to help you maximize instrument uptime ✓ Ensure data integrity ✓ Maintain operational stability ✓ Reduce compliance risk <p>www.hach.com/service-contracts</p>	<p>Pick&Ship™</p> <p><i>Pick&Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> ✓ Convenience of one purchase order for the entire year ✓ Flexibility to change, cancel or create new orders ✓ Savings from locking in prices & thus avoiding price surges and rush charges ✓ Peace of mind with automatic, reliable shipments just as you need them <p>www.Hach.com/pickandship</p>	<p>Technical Support</p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> ✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale. ✓ Available via phone, e-mail, or live online chat at Hach.com! ✓ Fast access to answers at https://support.hach.com ✓ Toll-free phone: 800-227-4224 ✓ E-mail: techhelp@hach.com <p>www.Hach.com</p>
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ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING

<p>Safe & Fast Delivery</p> <ul style="list-style-type: none"> ✓ Receive tracking numbers on your order acknowledgement ✓ Hach will assist with claims if an order is lost or damaged in shipment 	<p>Save Time – Less Hassle</p> <ul style="list-style-type: none"> ✓ No need to set up deliveries for orders or to schedule pickup ✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used. 	<p>Save Money</p> <ul style="list-style-type: none"> ✓ No additional invoice to process – save on time and administrative costs ✓ Only pay shipping once, even if multiple shipments are required
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STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES ^{1, 2, 3, 4} Pricing Effective 7/13/2024						Collect ⁴ Handling Fee Effective 7/13/2024
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$10.75	\$26.89	\$50.14	\$43.15	\$82.02	\$8.00
\$50.00 - \$149.99	\$12.90	\$38.02	\$71.75	\$54.52	\$103.65	\$8.00
\$150.00 - \$349.99	\$15.05	\$40.15	\$81.79	\$55.37	\$106.26	\$8.00
\$350.00 - \$649.99	\$17.20	\$44.98	\$89.44	\$56.22	\$108.87	\$8.00
\$650.00 - \$949.99	\$17.20	\$54.49	\$112.39	\$66.20	\$128.13	\$8.00
\$950.00 - \$1,999.99	\$30.10	\$64.01	\$135.34	\$76.17	\$147.38	\$8.00
\$2,000.00 - \$3,999.99	\$30.10	\$79.14	\$165.12	\$91.12	\$176.99	\$8.00
\$4,000.00 - \$5,999.99	\$53.75	\$94.27	\$194.90	\$106.06	\$206.59	\$8.00
\$6,000.00 - \$7,999.99	\$64.50	\$108.99	\$225.36	\$118.80	\$229.04	\$8.00
\$8,000.00 - \$9,999.99	\$96.75	\$162.82	\$318.16	\$174.21	\$330.40	\$8.00
Over \$10,000	1.0% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	1.8% of Net Order Value	2.8% of Net Order Value	\$8.00

1 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. 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 are subject to change without notice.

2 Additional 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 Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 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 and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

SALES TAX

Sales Tax is not included in the attached quotation. Applicable sales and usage taxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, 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 these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within thirty (30) days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, or Romeoville, Illinois United States (Incoterms 2020). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, 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 not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% (one and one half percent) per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [1120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right 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 defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided 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 with the remainder of this paragraph, the following also applies relative to 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 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, perpetual, non-revocable license to use, compile, distribute, display, store, 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 and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, 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 <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from 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 is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

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

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up 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. Buyer 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.

15. LIMITATIONS 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 "ship-to" 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.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and 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.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. FUNDS TRANSFERS (PAYMENTS): Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

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: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. ENTIRE AGREEMENT, TERM & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. Upon thirty (30) days prior written notice, Hach may, in its sole discretion, elect to terminate any order for the sale of Products and provide a pro-rated refund for any pre-payment of undelivered Products. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. APPENDICES: If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

* * *

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

Meeting Date:
January 21, 2025

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - December 2024

Summary:
Mr. Castle will present the Capital Projects monthly report.

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

Approved By:  Date: 1-16-25
General Manager

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 Modifications (LPA0136)	\$ 3,155,800.00	\$3,270,999.76	\$285,000.00	\$3,555,999.76
	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 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)
Collection System Monitoring (LPA0424)	\$7,575,677.00	\$9,581,965.61	\$850,000.00	\$10,431,965.61
	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:
 - Basin A: **293** installed (Basin complete)
 - Basin B: **383** installed (Basin complete)
 - Basin C: **48** installed (Basin in progress)
 - Basin D: **240** installed (Basin complete)
 - Basin E: **199** installed (Basin in progress)
 - Basin F: **339** installed (Basin complete)
 - Basin G: **231** installed (Basin complete)
 - Basin H: **45** installed (Basin complete)
 - Basin I: **225** installed (Basin complete)
 - Basin J/K: **437** installed (Basin in progress)
 - Total project installed: **2,440** out of **2,984**
 - **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)
Effluent Filtration Upgrades (LPA0243)	\$ 3,043,820.00	\$3,332,095.76	\$385,000.00	\$3,717,095.76
	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 Lateral Kits Replacement Project	\$346,065.33	\$346,065.33	\$130,000.00	\$476,065.33
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$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 and Electrical Upgrades at the WWTP (LPA0426)	TBD	TBD	\$485,000.00	\$4,359,916.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$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 Odor Control	TBD	TBD	TBD	TBD
	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)	<p>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.</p>
EQ Tank and Headworks Project	\$4,500,000 (Anticipated)	<p>The EQ Tank and Headworks Project involves the installation of a new headworks as an upgrade to the current headworks at the KLWTD WWTP. This project also involves the installation of an influent EQ tank to regulate flow. This project is currently in the design phase with preliminary site plans and structural drawings for the EQ tank. Shop drawings have been received from Hydrodyne and a center flow screen has been selected for the headworks screening, which will reduce the footprint of the headworks space and has a higher catch rate and efficiency than the existing headworks. Due to a lack of a decision by Islamorada on the NPK booster station design, the District 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.</p>
Blower Room Modifications Project	\$250,000 (Anticipated)	<p>The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed in order to access blower #4. These modifications will allow for more efficient service of the blowers. This project is currently in the preliminary design phase.</p>

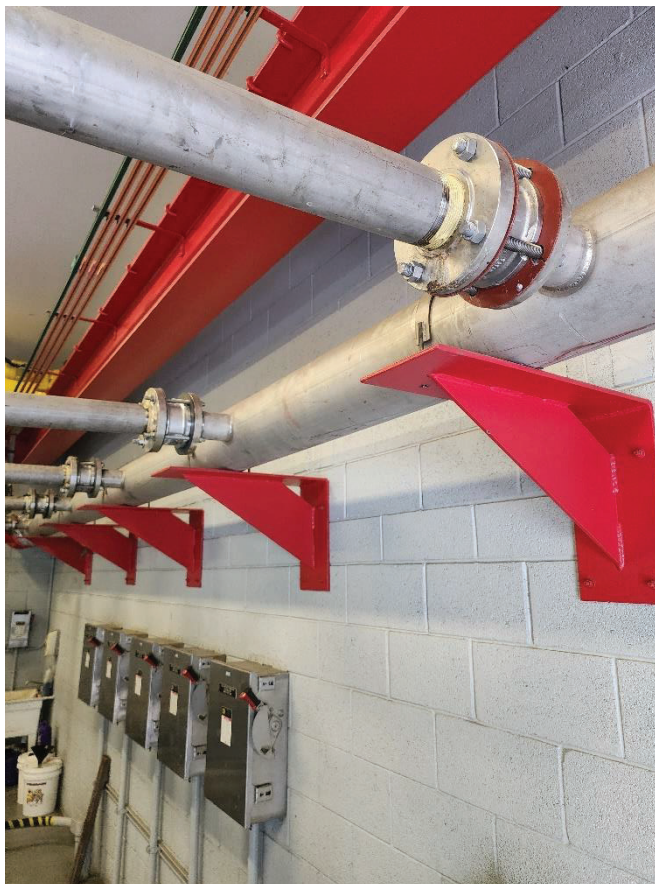


Figure 1 and 2. SS Pipe Straps and Supports to Secure New Odor Control Pipe

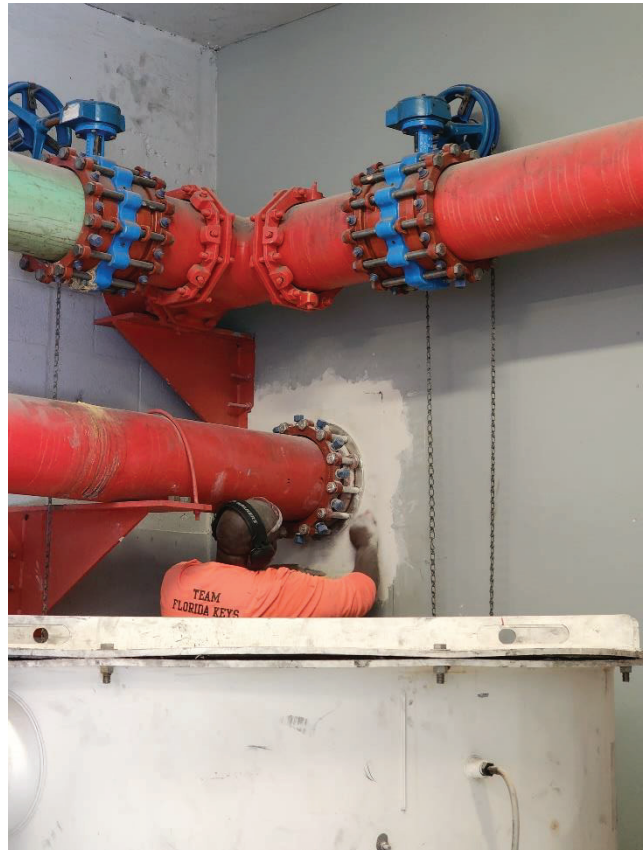
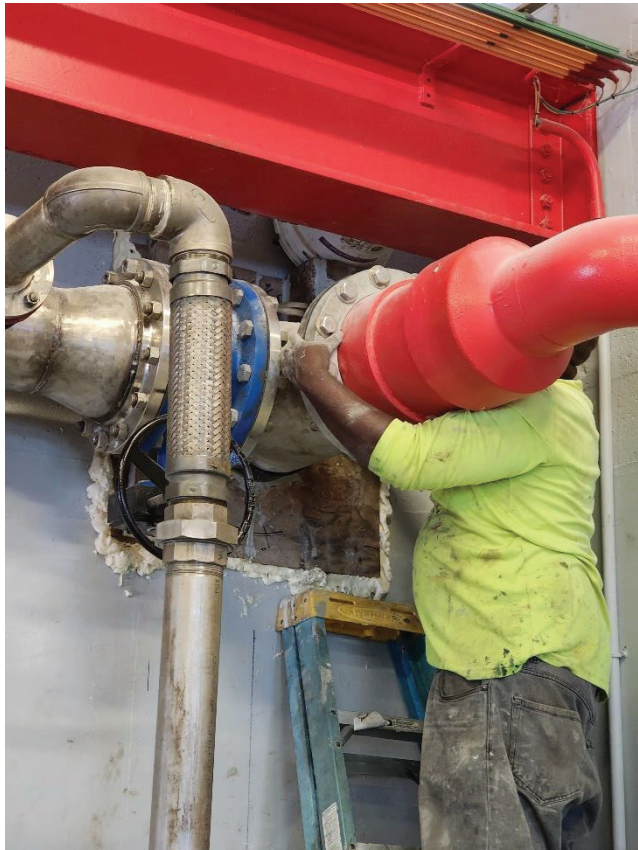


Figure 3 and 4. Patching Pipe-through-Wall Penetrations



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:
Engineering

Sponsor:
Steve Suggs

Subject:

KLWTD Power Conditioning & Electrical Upgrades Recommendation of Award

Summary:

The Key Largo Wastewater Treatment District intends to install power conditioning and electrical upgrades for the WWTP located at 100301 Overseas Highway, Key Largo, Florida 33037. Weiler Engineering recommends that the Board award the KLWTD Power Conditioning & Electrical Upgrades Project to Pedro Falcon in the amount of \$2,670,450.00.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 2,670,450.00	1. Recommendation of Award - Memo to the Key Largo Wastewater Treatment District
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	Grant(s)	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____

General Manager



Date: _____

1-16-25



“Excellence in Engineering”

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	\$2,670,450.00
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?	Y
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 performance as a corporation?	Y
Did bidder provide a Qualifications Statement showing a minimum of three similar jobs?	Y
Were references provided and were positive references given?	Y
Did bidder provide documentation of having been performing similar construction services for at least three years?	Y
Did bidder provide a list of key personnel and resumes demonstrating adequate qualified personnel to perform the work?	Y

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

Meeting Date:
January 21, 2025

Agenda Item Number: O-1

Action Required:
Yes

Department: Legal Sponsor: Nicholas Mulick

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

Summary of Discussion:

One parcel was split out by the Property Appraiser to which has been assigned a separate Parcel ID No. The new parcel will be assessed on the 2006 Assessment Roll.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$4,970.00	1. Resolution 01-2025 2. Letter for notification of imposition of SDC 3. MCPA Map
Customer Service: _____	Income	
Finance: _____	Funding Source:	
District Counsel: _____	Assessment revenue	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By: _____  _____ Date: 1-16-25

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.

RESOLVED AND ADOPTED THIS 21st DAY OF January 2025

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

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

The Chairman thereupon declared Resolution XX-2025 duly passed and adopted the 21st day of January 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

Nicholas W. Mulick, General Counsel

SEAL



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

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.

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

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

The total SDC charge will be \$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. Pay in installment payments: 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

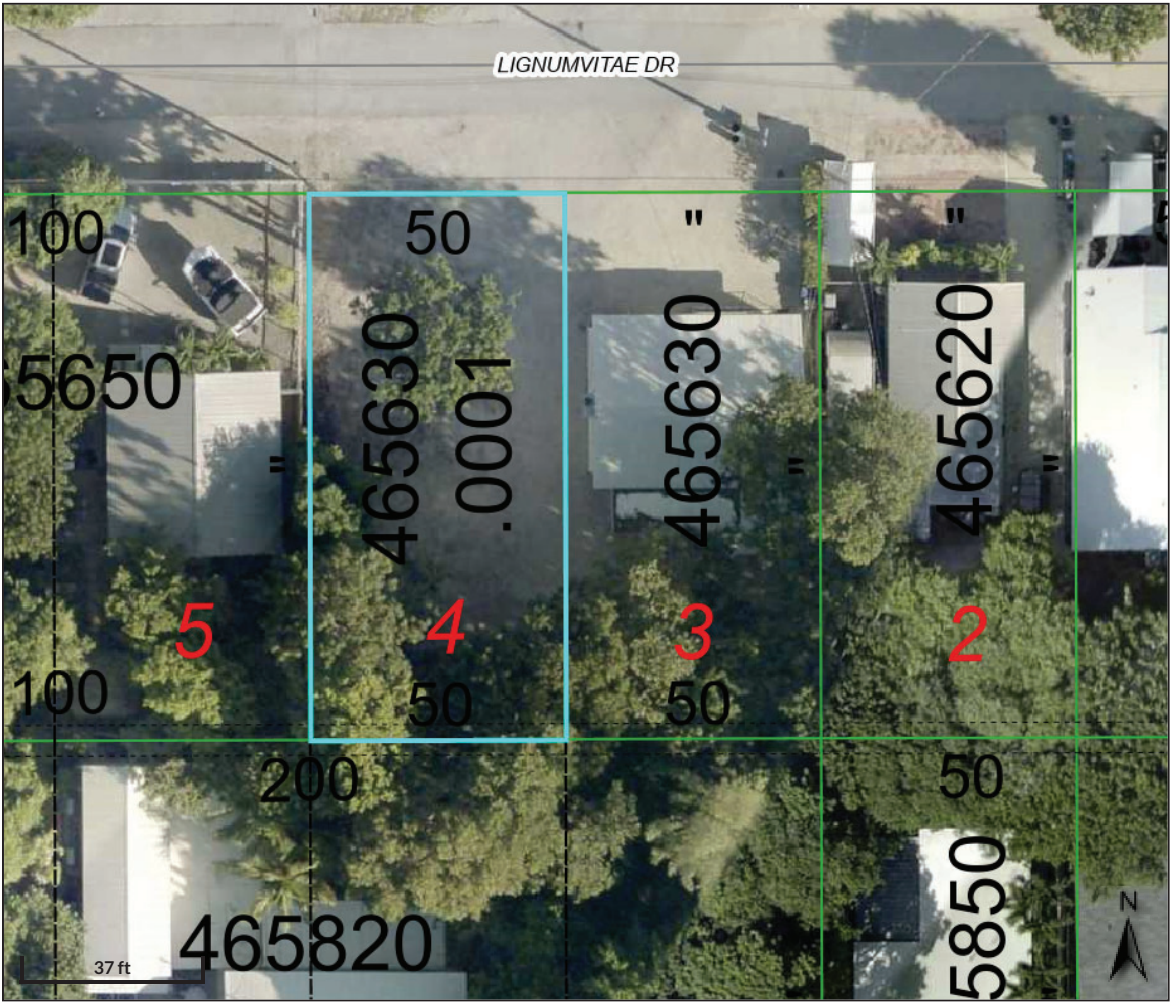
EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

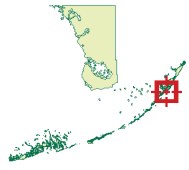
EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,820.00
Connection Charge (per connection)	\$2,150.00
Total SDC Charge	\$4,970.00



Monroe County, FL



Overview



Legend

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

Parcel ID 00465630-000100 **Alternate ID** 9105157 **Owner Address** KEY ESCAPE INVESTMENTS LLC
Sec/Twp/Rng 22/61/39 **Class** VACANT RES 54 Transylvania Ave
Property Address 236 LIGNUMVITAE Dr Key Largo, FL 33037
 KEY LARGO
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)

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