



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, February 4, 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 21, 2025	4
G. GENERAL MANAGER	
1. FKWQIP/ACOE Update	19
2. KLWTD – Safety Committee Update	20
H. CUSTOMER SERVICE	
I. IT	
J. BUDGET AND FINANCE	
K. FIELD	
L. PLANT/FACILITIES	
M. CAPITAL PROJECTS	
1. KLWTD Grinder Lateral Kit Upgrades Project Final Balancing CO#2	43

N. ENGINEERING

O. LEGAL

1. 12,000 Gallon Cap Removal/Rate Change – 5:00 PM Public Hearing

48

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
February 4, 2025

Agenda Item Number: F-1

Action Required:
Yes

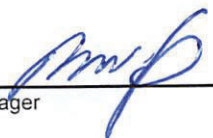
Department:
Legal

Sponsor:
Nicholas Mulick

Subject:
Minutes of January 21, 2025

Summary:
Staff to present the minutes of January 21, 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: 1-30-25



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, January 21, 2025

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Mr. Nicholas Mulick 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; Lead System Tech Andy Marquez; Plant/Facilities Manager Ryan Dempsey; Weiler Engineering Lexi Connor; IT Support Manny Santana

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock; Weiler Engineering Steve Suggs

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Commissioner Majeska requested the addition of items *P-1 Public Hearing, P-2 Cost of Treatment, and P-3 Newspaper Article*

Mr. Mulick requested the addition of item *O-2 South Cliff Estates/County ILA (O-2) (Laydown)*

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

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of January 7, 2025 (F-1)

Motion: Commissioner Maloney made a motion to approve the minutes of January 7, 2025. Commissioner Heim seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

Florida Keys Day Sponsorship (G-1)

Mr. Rosasco presented the 2025 Florida Keys Day Sponsorship options recommending the Senator Level.

Motion: Commissioner Maloney made a motion to approve the \$3,000, Senator Sponsorship.
Commissioner Heim seconded the motion.

Vote on Motion:

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

CUSTOMER SERVICE (H)

Customer Service Report – December 2024 (H-1)

Ms. Fazio presented the Customer Service monthly report.

IT (I)

IT Report- December 2024 (I-1)

Mr. Santana presented the IT monthly report.

BUDGET AND FINANCE (J)

Budget and Finance Report – December 2024

Ms. Fazio presented the Budget and Finance monthly report.

FIELD (K)

Field Report – December 2024 (K-1)

Mr. Andy Marquez gave a FLOVAC demonstration and Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)

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

Mr. Dempsey presented the Plant/Facilities monthly report.

Ammonium/Nitrate Probes Purchase (L-2)

Mr. Dempsey requested approval for the purchase of 2 new Ammonium/Nitrate Probes for approval.

Motion: Commissioner Heim made a motion to purchase 3 probes, 2 sensors, and 3 controllers.
Commissioner Schwartz seconded the motion.

Vote on Motion:

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

CAPITAL PROJECTS (M)

Capital Projects Report – December 2024 (M-1)

Ms. Connor presented the Capital Projects monthly report.

ENGINEERING (N)

KLWTD Power Conditioning and Electrical Upgrades Recommendation for Award.

Mr. Suggs requested approval to award the contract to Pedro Falcon for \$2,670,450.00.

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

Vote on Motion:

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

LEGAL REPORT (O)

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

Mr. Mulick requested adoption of Resolution 01-2025.

Motion: Commissioner Maloney made a motion to adopt Resolution 01-2025.
Commissioner Schwartz seconded the motion.

Vote on Motion:

- Commissioner Maloney – Aye**
- Commissioner Schwartz – Aye**
- Commissioner Maloney – Aye**
- Chairman Heim – Aye**
- Chairman Rodriguez – Aye**

South Cliff Estates/County ILA (O-2) (Laydown)

Mr. Mulick reported that the contract between Monroe County and South Cliff Estates has been terminated and, in accordance with the terms of the ILA between Monroe County and the District, the responsibility for payment of the SIC has been shifted back to South Cliff Estates. Mr. Mulick will update the Board within 30 days.

COMMISSIONER ITEMS (P)

Public Hearing (P-1)

Commissioner Majeska requested information on why the January 21, 2025, public hearing was cancelled.

Cost of Treatment (P-2)

Commissioner Majeska discussed requested clarification of the per gallon cost of treatment.

Newspaper Article (P-3)

Commissioner Majeska discussed the January 16, 2025, Free Press article on KLWTD.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 6:32 p.m.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal _____

Connie,

The developer was unable to close on 31 December 2024. The ILA with KLWTD specifies that the County will begin payments on that date to KLWTD contingent upon conveyance of the development to the County.

The intent of the ILA is to ensure the developer could get his KLWTD connections placed in service for the first 12 units, obtain certificates of occupancy for them, and convey the development to the County. Neither certificates of occupancy nor conveyance happened. I don't know about KLWTD connections. We have asked the developer if he is interested in a different contract to convey the 12 units to the County but have not heard from him yet. Should we enter a new agreement, I suspect (but don't know if) it will include payment of the KLWTD connection charges. If so, we may need to amend the ILA (or not). We cannot make payments benefiting properties that are not ours (Clerk will reject such requests).

I will advise s soon as we have any final determination about next steps.

kevinw

Kevin G. Wilson, P.E.

Assistant County Administrator

Cell 305-797-1547

Office 305-453-8788



Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

Laydown January 21, 2025
Agenda Item O-2

DATE: August 26, 2024

TO: Kevin Wilson
Acting County Administrator

ATTN: Natalia Archer
Assistant County Attorney

FROM: Liz Yongue, Deputy Clerk

SUBJECT: August 21, 2024 BOCC Meeting

The following item has been executed and added to the record:

N4 Interlocal Agreement (ILA) with the Key Largo Wastewater Treatment District (District) to establish a payment plan in the amount of \$112,241.25, currently owed by South Cliff Estates for twenty-six (26) additional Equivalent Dwelling Units (EDUs) and the District's engineering fee for real property located at 95295 Overseas Highway, Key Largo, FL; contingent on the County closing on the real estate purchase; additionally, County agrees to amend its leasing occupancy priorities for the subject property to include employees of the District under Category 3.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

KEY WEST
500 Whitehead Street
Key West, Florida 33040

MARATHON
3117 Overseas Highway
Marathon, Florida 33050

PLANTATION KEY
88770 Overseas Highway
Plantation Key, Florida 33070

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

THIS INTERLOCAL AGREEMENT is entered into this 21st day of August, 2024 by and between the Key Largo Wastewater Treatment District (hereinafter the "District") and Monroe County (hereinafter the "County"), each of which is an independent, existing entity serving as a public agency under the laws of the State of Florida.

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I.
RECITALS**

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

**ARTICLE II.
DEFINITIONS**

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

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

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

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

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

"**County**" means Monroe County.

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

**ARTICLE III.
INTERLOCAL AGREEMENT**

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

**ARTICLE IV.
OBLIGATIONS**

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

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

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

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

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

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

ARTICLE V. GENERAL PROVISIONS

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

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

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

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

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

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

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

If to COUNTY:

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

If to DISTRICT:

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

With a copy to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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



MONROE COUNTY

ATTEST:
KEVIN MADOK, CLERK

[Signature]
As Deputy Clerk

By: *[Signature]*
Holly Merrill Raschein, Mayor

FILED FOR RECORD
2024 AUG 26 AM 10:42
CLK. CIR. CL.
MONROE COUNTY, FLA

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *[Signature]*
Nathalia M. Archer
Assistant County Attorney

KEY LARGO WASTEWATER TREATMENT DISTRICT

ATTEST:

[Signature]
Clerk

By: *[Signature]*
Peter Rosasco, General Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *[Signature]*
Nicholas W. Mulick, General Counsel

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

Meeting Date:
February 4, 2024

Agenda Item Number: G-1

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
FKWQIP/ACOE Update

Summary:
Mr. Rosasco will give an update on FKWQIP/ACOE.

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

Approved By:  Date: 1-30-25
General Manager

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

Meeting Date:
February 4, 2024

Agenda Item Number: G-2

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
KLWTD - Safety Committee Update

Summary:
Mr. Rosasco will introduce KLWTD's Safety Committee.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. District Safety Committee Memo 2. Workplace Safety Program Manual
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____ Date: 1-30-25
General Manager

January 28, 2025

Announcement of KLWTD’s new District Safety Officer and new District Safety Committee

Dear Commissioners,

We are excited to announce the creation of our new District Safety Officer and District Safety Committee, dedicated to enhancing the safety and well-being of everyone. Our goal is proactively address potential hazards and promote a culture of safety for, and involving every team member.

District Safety Officer:

The DSO reports directly to the General Manager and shall have the responsibility and authority to oversee District in all safety protocols, procedures and sops. The DSO shall be an advisor to the District Safety Committee with voting rights on the Committee.

District Safety Committee

The DSC shall meet regularly to assess safety performance, discuss feedback/suggestions and continuously address safety standards and the District and in our industry.

The DSC goals are:

1. Identify and address safety risks (regularly inspect workplaces for hazards and implement corrective measures.)
2. Provide safety education and training(offer continuing safety workshops and also specialty training as needed.)
3. Foster a “see something/say something” culture (encourage open communications about and for safety concerns, ideas for improvement.)
4. Review and update all Safety policies (ensure all safety manuals, policies are current and reflect the best practices in our industry.)

The DSC members are:

Tim Maloney – Committee Chairman

Additional members as appointed by the GM.



**KEY LARGO
WASTEWATER
Treatment District**

WORKPLACE SAFETY PROGRAM MANUAL

EFFECTIVE A P R I L 1 , 2 0 2 5

This Workplace Safety Program Manual replaces
all previous versions of the Safety Manual

TABLE OF CONTENTS

STATEMENT OF POLICY

DISTRICT SAFETY OFFICER

DISTRICT SAFETY COMMITTEE

WORKPLACE SAFETY PROGRAM MINIMUM REQUIREMENTS

RESPONSIBILITIES

- Department Managers
- Department Supervisors
- Employee

TRAINING

INCIDENT REPORTING PROCEDURE

- On-The-Job Injury
- Personal Injury / Accident / Incident
- Vehicle Accident
- Vehicle Damage/Breakdown

SAFETY RULES

1. Specific Prohibited Actions
2. Eye Protection
3. Use of Hard Hats
4. Lifting Procedures
5. Housekeeping/Machine Shop
6. Lift Equipment
7. Shop Machines
8. Bench Grinders
9. Sanders
10. Battery Handling and Storage
11. Pneumatic Tools
12. Electric Power Tools
13. Chemicals
14. Cylinders
15. Welding
16. Paint Operations
17. Ladders, Stepladders and Handrails
18. Operations in the Public Way
19. Office Safety
20. Computer safety

SAFETY EQUIPMENT

FIRES

1. Ingredients Necessary for a Fire
2. Fire Control Methods
3. Fire Types

FIRE PREVENTION PRACTICES

ELECTRICAL SAFETY

LOCKOUT / TAGOUT

NOISES

TRAFFIC HAZARDS

CONFINED SPACES

EXCAVATION, SHORING & TRENCHING

DRIVING RULES & REGULATIONS

1. Operating Rules
2. Parking Rules

BLOODBORNE PATHOGENS

HEAT EXHAUSTION / DEHYDRATION

ASBESTOS

RADIOLOGICAL

EMPLOYMEE

ACKNOWLEDGEMENT FORM

STATEMENT OF POLICY

Key Largo Wastewater Treatment District (KLWTD) is committed to providing employees with a safe and healthful workplace. This workplace safety program is the standard of practice for KLWTD. Compliance with these safety practices and those of any regulatory agency will be required of all employees as a condition of employment. The District maintains an “open door” policy and encourages all employees to share any safety concerns or suggestions with the District Safety Officer or the District Safety Committee.

KLWTD distributes safe equipment and proper materials and implements safe practices at all times. Employee recommendations to improve safety and health conditions will be given thorough consideration.

Employees must report unsafe conditions and not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive. KLWTD gives thorough consideration to employee recommendations to improve safety and health conditions.

DISTRICT SAFETY OFFICER (DSO)

The DSO reports directly to the General Manager and shall have the responsibility and authority to oversee District in all safety protocols, procedures and sops. The DSO shall be an advisor to the District Safety Committee with voting rights on the Committee.

DISTRICT SAFETY COMMITTEE (DSC)

The DSC shall meet regularly to assess safety performance, discuss feedback/suggestions and continuously address safety standards and the District and in our industry.

The DSC goals are:

1. Identify and address safety risks (regularly inspect workplaces for hazards and implement corrective measures.)
2. Provide safety education and training(offer continuing safety workshops and also specialty training as needed.)
3. Foster a Safety see something/say something culture (encourage open communications about and for safety concerns, ideas for improvement.)
4. Review and update all Safety policies (ensure all safety manuals, policies are current and reflect the best practices in our industry.)

The DSC Members are:

Tim Maloney – DSC Chairman
Additional members tbd by GM

WORKPLACE SAFETY PROGRAM MINIMUM REQUIREMENTS

This manual includes the minimum safety requirements and functional responsibilities necessary to meet the following safety standards:

1. Compliance with governmental (federal and state) regulations. (OSHA, DOT, EPA, ADA, etc.).
2. Surveying all work areas and operations to determine potentially hazardous work elements or operational functions.
3. Preparation and use of proper safety and health procedures in all hazardous operations.
4. Utilizing proper personal protective equipment and clothing.
5. Investigating and reporting all accidents, injuries, “near-miss” incidents, and property damages.

6. Reporting all job related personal injuries for consideration under the Workers Compensation Law.
7. Maintaining an accurate record of all job related personal injuries and illness as required by federal and state law.
8. Conducting proper pre-operational inspection, operation, and control of vehicles and equipment including on and off road vehicles, cranes, hoists, forklift trucks, etc.
9. Provide necessary training.
10. Assuring that proper tools and equipment are used in all operations and are maintained in an acceptable manner.

RESPONSIBILITIES

Department Manager Responsibilities

Fulfill departmental goals and objectives as well as ensure the health and welfare of each employee in the department.

Delegate the authority to ensure compliance with KLWTD's safety programs.

Administer KLWTD Disciplinary Policy (in accordance with KLWTD Employee Handbook) against employees who willfully or repeatedly violate workplace safety rules

Review all accident/injury incident reports and advise other Department Managers as needed.

Department Supervisor Responsibilities

Instruct employees in safe practices and enforce safety standards and requirements.

Principal duties:

1. Enforce all safety regulations in effect and ensure employees are aware that violations of safety rules will not be tolerated.
2. Make sure all injuries/accidents are treated properly immediately. Promptly report all injuries/accidents even if injury is not apparent.
3. Provide complete safety instructions prior to the employees' actually starting to work.
4. Conduct regular safety checks, including careful examinations of all new and relocated equipment, before it is placed in operation.
5. Properly maintain equipment.
6. Issue instructions for the elimination of fire and safety hazards.
7. Routinely inspect for unsafe practices and conditions and promptly undertake any necessary corrective actions, including improvement in equipment and working conditions.
8. Administer good housekeeping procedures and maintain high standards of personal and operational cleanliness throughout all operations.
9. Provide appropriate safety equipment and protective devices for each job.
10. Conduct safety briefings and encourage the use of employee safety suggestions.
11. Give full support to all safety procedures, activities, and programs.

Employee Responsibilities

Make a safe work environment and identification of unsafe conditions the highest priorities. .

Report unsafe conditions and do not perform work tasks if the work is considered unsafe.

Report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive

Each employee's safety commitment must include, but is not limited to, the following:

1. Immediately report all injuries/accidents regardless of severity.
2. Use the safety equipment which has been provided for use in performing work assignments.
3. Wear the prescribed safety gear as required.
4. Do not operate equipment for which training or orientation has not been received.
5. Request instruction in performing unfamiliar tasks or using unfamiliar equipment.
6. Warn co-workers of unsafe conditions or practices which could lead to an injury/accident.

7. Report defective equipment immediately to a supervisor.
8. Report any dangerous or unsafe conditions that exist in the District to a supervisor.
9. Protect the public from unsafe conditions or hazards created while working.
10. Do not abuse tools and equipment.

TRAINING

Department Managers and Supervisors shall:

1. Enforce safety procedures regarding KLWTD's overall and department specific safety and health policies and rules.
2. Provide on-the-job training on the topics that will enable employees to do the job safely and efficiently.
3. Provide specialized training in tools and equipment. All employees must request instruction in tasks or using equipment with which they are not familiar.
4. Ensure compliance with procedures for reporting injuries/accidents/unsafe conditions.
5. Ensure compliance with requirements and rules regarding use of KLWTD vehicles.
6. Identify locations of MSDS books and eye wash stations and first aid kits/AEDs.

KLWTD's annual safety training calendar contains safety programs, safety hazards and processes specific to KLWTD. All Plant, Field, and Maintenance employees are required to participate in monthly training meetings. Training may include the safety videos, safety meeting handouts, or safety booklets. All employees are required to sign meeting attendance rosters.

INCIDENT REPORTING PROCEDURES

The following Reporting Procedures apply to all employees.
ALL INCIDENTS listed below shall be reported the day of the incident.
CALL 911 in an emergency.

On-the-job injury –

- a) If emergency, call 911. First aid may be administered by a qualified person.
- b) Notify your supervisor immediately no matter how minor the injury, and follow your supervisor's instructions.

Personal Injury, Accident &/or Incident.-

- a) Notify your Department Manager or in absence of your Department Manager, notify the General Manager in the event of personal injury or accident to a KLWTD employee, or citizen, or operations, or damage to property related to District operations, and follow your Manager's instructions.

Vehicle Accident –

- a) Always CALL 911 when a KLWTD vehicle is involved in an accident, regardless of the severity. The Police Department must be called to the scene and is required to prepare a report.
- b) Notify your Department Manager, and follow your Manager's instructions.
- c) The KLWTD employee operating the vehicle shall provide all documents requested and all occupants of the KLWTD vehicle shall respond honestly with the police investigation.
- d) If the accident involves another party, the KLWTD employee shall provide the required insurance information to the other party, however NO admission of liability shall be made to the other party.
- e) The General Manager reviews all accidents.

Vehicle Damage &/or Breakdown.-

- a) Notify your Department Manager, and follow your Manager's instructions.

SAFETY RULES

KLWTD's safety rules provide guidance and protection in the workplace. All Employees shall study these rules carefully, review them often and observe these precautions and good common sense in carrying out their duties.

1. Specific Prohibited Actions

- a) Drug Abuse/Alcoholic Beverages: Refer to KLWTD Employee Handbook.
- b) Earbuds or Headsets: Any device requiring earbuds or headsets other than District equipment is prohibited.

2. Eye Protection

- a) All employees shall use appropriate eye protection.

3. Hard hats must be worn when:

- a) Performing any task where a potential for head injury exists.
- b) In construction sites and/or where hard hat signs are posted.

4. In areas damaged by disaster, flood, or other cause which could result in structural damage or falling material. Lifting Procedures

- a) Plan the move before lifting; remove obstructions from the chosen pathway. **KNOW YOUR PHYSICAL CAPACITY AND LIMITATIONS.**
- b) Test the weight of the load before lifting by pushing the load along its resting surface.
- c) If the load is too heavy or bulky, use a carrying aid such as a hand truck or get assistance from a coworker.
- d) If assistance is required to perform a lift, coordinate and communicate all movements with coworkers.
- e) Position your feet 6 to 12 inches apart with one foot slightly in front of the other.
- f) Face the load.
- g) Bend at the knees and keep your back straight. **LIFT WITH YOUR LEGS.**
- h) Get a firm grip on the object with your hands and fingers. Use handles when present.
- i) Never lift anything if your hands are greasy or wet.
- j) Wear protective gloves when lifting objects with sharp corners or jagged edges.
- k) Hold objects as close to your body as possible.
- l) Perform lifting movements smoothly and gradually; do not jerk the load.
- m) If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
- n) Set down objects in the same manner as you picked them up, except in reverse.
- o) Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

5. Housekeeping

- a) Clean up shavings around equipment.
- b) Keep air hoses and electrical extension cords coiled up and off the floor when not in use.
- c) Return tools to their storage places after use.
- d) Use caution signs or cones to barricade slippery areas such as oily, greasy or freshly mopped floors.
- e) Clean up spills or leaks immediately by using a paper towel, rag or a mop and bucket.

6. Lift Equipment

- a) Wear eye protection where posted and when working under vehicles.
- b) Watch the clearance of the top of vehicles to prevent hitting overhead obstacles.
- c) Never by-pass any safety devices or latches.
- d) Use seatbelt and safety harness.
- e) No riders permitted on a "1-person" machine. Only the operator is allowed on the machine.

7. Shop Machines

- a) Replace the guards before starting machines and after making adjustments or repairs.
- b) Do not remove, alter or bypass any safety guards or devices when operating any piece of shop machinery.
- c) Read and obey safety warnings posted on or near any drill press, lathe or other shop machinery.
- d) Do not attempt to stop any material as it goes through any machine. If the machine becomes jammed, disconnect the power before clearing the jam.

8. Bench Grinders

- a) Do not use grinding wheels that have chips, cracks or grooves.
- b) Do not use the grinding wheel if it wobbles. Tag it "Out of Service."
- c) Adjust the tongue guard so that it is no more than $\frac{1}{4}$ inch from the grinding wheel.
- d) Do not stop the wheel with your hand, even if you are wearing gloves.
- e) Wear gloves, an apron, a dust mask, goggles and hearing protection while using a grinder.

9. Sanders

- a) Wear gloves, an apron, a dust mask, goggles and hearing protection while using a sander.
- b) When using a disk sander, sand on the downward side of the disk.
- c) Do not eat, drink, or use tobacco products while using sanders.
- d) After leaving the sanding area, wash your hands and the exposed skin area of your arms.

10. Battery Handling and Storage

- a) Wear protective eyewear, clothing and gloves.
- b) Do not lay tools or metal parts on top of a battery.
- c) When lifting batteries or other heavy objects from the engine compartment of a vehicle, use the procedures in #4 Lifting Procedure.
- d) Store batteries in upright position.

11. Pneumatic Tools

- a) Do not point a compressed air hose at bystanders or use it to clean your clothing.
- b) Place an "Out of Service" tag on damaged tools to prevent usage of the tool.
- c) Do not use tools that have handles with burrs or cracks.
- d) Do not use compressors if their belt guards are missing. Replace belt guards before use.
- e) Turn the tool "Off" and let it come to a complete stop before leaving it unattended.
- f) Disconnect the tool from the air line before making any adjustments or repairs to the tool.

12. Electric Power Tools

- g) Do not use cords that have splices, exposed wires or cracked or frayed ends.
- h) Do not carry plugged in equipment or tools with your finger on the switch.
- i) Do not carry equipment or tools by the cord.
- j) Turn the tool off before plugging or unplugging it.
- k) Do not handle or operate electrical tools when your hands are wet or when you are standing on wet floors.
- l) Do not operate spark inducing tools such as grinders, drills or saws near containers labeled "Flammable" or in an explosive atmosphere such as a paint spray booth.
- m) Turn off electrical tools and disconnect the power source from the outlet before attempting repairs or service work. Tag the tool "Out of Service".
- n) Do not use extension cords or other grounded three-pronged power cords that have the ground prong removed or broken off.
- o) Do not use an adapter such as a cheater plug that eliminates the ground.
- p) Do not connect multiple electrical tools into a single outlet.
- q) Do not run extension cords through doorways, under rugs or carpets, through holes in ceilings, walls or floors.
- r) Do not drive over, drag, step on or place objects on a cord.
- s) Do not operate power hand tools or portable appliances while holding a part of the metal casing or holding the extension cord in your hand. Hold all portable power tools by the plastic hand grip or other nonconductive areas designed for gripping purposes.

13. Chemicals

- a) Do not use gasoline for cleaning parts.
- b) Follow the instructions on the label and in the corresponding Material Safety Data Sheet (MSDS) for each chemical product you will be using in your workplace.
- c) Use personal protective clothing or equipment such as neoprene gloves, rubber boots, shoe covers, rubber aprons and protective eye wear when using chemicals labeled "Flammable", "Corrosive", "Caustic" or "Poisonous."
- d) Do not use protective clothing or equipment that has split seams, pin holes, cuts, tears or other visible signs of damage.
- e) Each time you use your gloves, wash your gloves before removing them using cold tap water and normal hand washing motion. Always wash your hands after removing the gloves.

- f) Do not perform “hot work”, such as welding, metal grinding or other spark producing operations, within 50 feet of containers labeled “Flammable” or “Combustible.”
- g) Do not drag containers labeled “Flammable.”

14. Cylinders – Use, Storage and Handling:

- a) If a cylinder is leaking around a valve or a fuse plug, move it to an outside area away from where work is performed and tag it to indicate the defect.
- b) Do not handle cylinders with greasy or oily gloves.
- c) Store all cylinders in the upright position.
- d) Place valve protection caps on gas cylinders that are in storage or not in use.
- e) Do not lift cylinders by the valve protection cap.
- f) Do not store compressed gas cylinders in areas where they can come in contact with chemicals labeled “Corrosive.”
- g) Do not place cylinders against electrical panels or live electrical cords where the cylinder can become part of the circuit.
- h) Do not use dented, cracked or other visually damaged cylinders.
- i) Use only an open-ended or adjustable wrench to connect or disconnect regulators and fittings.
- j) Do not transport cylinders without first removing regulators and replacing the valve protection caps.
- k) Close the cylinder valve when work is finished, when the cylinder is empty or at any time the cylinder is moved.
- l) Do not store oxygen cylinders near fuel gas cylinders such as acetylene, or near combustible material such as oil or grease.
- m) Stand to the side of the regulator when opening the valve.

15. Welding

- a) General Rules
 - 1) Obey all signs posted in the welding area.
 - 2) Do not leave oily rags, paper or other combustible materials in the welding, cutting or brazing area.
 - 3) When welding, wear a welding helmet with filter plates and lenses, welding gloves, a long sleeve shirt, long pants and an apron.
- b) Oxy Fuel Welding
 - 1) Do not remove the valve wrench from acetylene cylinders while the cylinder is in use.
 - 2) Use the red hose for gas fuel and the green hose for oxygen.
 - 3) Do not use worn or cracked hoses.
 - 4) Do not use oil, grease or other lubricants on the regulator.
 - 5) “Blow Out” hoses before attaching the torch.
 - 6) Ignite torches with friction lighters only. Do not use a cigarette lighter.
 - 7) Bleed oxygen and fuel lines at the end of the work shift.
 - 8) Open compressed gas cylinder valves slowly. Open fully when in use to eliminate possible leakage around the cylinder valve stem.
 - 9) Purge oxygen valves, regulators and lines before use.
- c) Arc Welding
 - 1) Do not perform welding tasks while wearing wet cotton gloves or wet leather gloves.
 - 2) Insulated work gloves are required for all welders when using welding equipment.
 - 3) Do not use the welding apparatus if the power plug is cut, frayed, split or otherwise visibly damaged or modified.
 - 4) Use dry rubber gloves to change electrodes. Do not use your bare hands.

16. Paint Operations

- a) Spray painters must wear goggles, gloves, respirators, face shields, long sleeve shirts and long pants.
- b) Obey all “No Smoking” rules and signs.
- c) Keep coating and solvent containers labeled “Flammable” tightly closed after use.
- d) Do not point a spray gun at any part of your body or at anyone else.

17. Ladders, Step Ladders and Handrails

Mishaps involving electricity and falls from high places are the two most critical ladder injuries. Other hazards include splinters, splinters, and slips that can cause sprains, strains, bruises, and abrasions.

The following safety procedures apply:

- a) Only use non-conductive ladders. Metal ladders shall not be used in the vicinity of electrical circuits.
- b) Never stand on the top step of a stepladder.
- c) Do not stand on the top two rungs of any ladder.
- d) Do not stand on a ladder that wobbles or leans.
- e) Do not leave anything on top of a step ladder.
- f) Only one person shall be on a ladder at a time.
- g) Maintain a three-point contact by keeping both hands and one foot or both feet and one hand on the ladder at all times when climbing up or down the ladder. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
- h) Do not carry items in your hands while climbing up or down a ladder. Use a hand line to raise and lower tools and materials or suspend them suitably in a tool belt.
- i) Always face a ladder when ascending or descending and use both hands.
- j) Do not try to “walk” a ladder by rocking it. Climb down the ladder, and then move it.
- k) When properly placed, the feet of the ladder should be about one-fourth as long as the vertical (i.e., if the ladder is leaned against a wall eight feet high, the feet should be set two feet from the wall). Ladders should never be placed against window sashes.
- l) When using a straight ladder, it should be long enough to extend at least three rungs above the level to which the user is climbing. Stepladders must not be used in lieu of straight ladders. They are not designed for this purpose.
- m) If the feet of a straight ladder are to rest on an unsecured surface, secure the ladder in position by the use of hooks, ropes, spikes, cleats, or other anti-slip devices or by stationing an employee at the base of the ladder to hold it in position during use.
- n) Do not place a ladder at a blind corner or doorway without blocking or roping off the area and posting warning signs that will detour traffic away from your work. If it is necessary to place a ladder near a door or where there is potential foot traffic, set up warning signals or take other precautions to prevent accidental contact that might upset the ladder.
- o) Clean muddy or slippery shoes before beginning to climb the ladder.
- p) Keep rungs clean and free of grease, oil, and caked-on dirt.
- q) Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads or other visible damage.
- r) Periodically inspect wooden ladders. They shrink over a period of time. This may cause steps or back bar members, in a stepladder, to become loose. Hold the rods beneath the steps with pliers and tighten the nut at the end with a wrench to maintain strength and keep the ladder steady.
- s) Wooden ladders should not be painted because defects may be covered up. Use a good grade of spar varnish or a mixture of linseed oil and turpentine to preserve the wood.
- t) Nonskid feet should be used on all straight and extension ladders.
- u) Use a ladder or step stool to retrieve or store items located above head level.
- v) Use Caution signs or cones to barricade slippery areas.
- w) Use Handrails when ascending or descending stairs or ramps.

18. Operations in the Public Way

When operations are taking place in streets, sidewalks, or other places where citizens or employees may be endangered, all employees on the worksite are responsible for the safety of the public. All employees must spend ample time before, during, and after the work to protect employees and the public from hazards created by the work.

The following procedures apply:

- a) Follow all of Florida Department of Transportation (FDOT) Maintenance of Traffic MOT procedures.
- b) When an unusual situation exists that cannot be easily resolved, or when personal injury or damage to equipment or property occurs as a result of operations, contact the responsible supervisor immediately.
- c) For street construction or repair work, establish vehicle and pedestrian corridors before work begins.
- d) When pedestrian traffic is impeded by official KLWTD barricades, restrictive tape, rope, or other restraint will be used to keep the public from the worksite.
- e) If pedestrian traffic must be routed off sidewalks and into the street, protection will be provided by cones, barricades, and signs to guard from vehicular traffic
- f) If the work affects traffic, proper signage must be used to warn in advance of the work area and traffic control signs in and around the affected area are to be correctly placed and maintained through the period when work is being performed and traffic obstructions exist.
- g) Where barricades and signs are used overnight, supervisors will examine the work area for proper placement at the end of the workday.
- h) Lighted barricades shall be used for overnight protection.
- i) A flagman wearing a protective vest shall be stationed when traffic must be stopped or obstructed in the traveled portion of a roadway.
- j) All workers in or near the roadway will wear reflective safety vests on their clothing while at the worksite.
- k) When streets are significantly obstructed or closed for any period of time, notify the Sheriff's Department and Fire Department of the situation and advise approximately how long the closure will be in effect.
- l) All plates used to cover holes in the street on a temporary basis are to be securely fastened in place.
- m) Holes which must be left open will be covered whenever necessary and perimeter protection will be set up.. Use all means of preventing accidental entry into the hole.

19. Office Safety

- a) Use office furniture and equipment only for its intended purpose.
- b) Keep fingers in the clear when closing safes, vaults, bookcases, drawers, doors, and file cabinets. Always grasp the handles or doorknobs and keep fingers away from the edge of drawers or doors. Keep doors and drawers closed when not in use.
- c) Do not reach above your head to remove heavy objects from shelves. Use only approved ladders or step stools to reach items on high shelves.
- d) Heavy material should be filed in the lower drawers of file cabinets with lighter materials in the upper drawers. File lower drawers first. Only one drawer of a cabinet shall be open at a time.
- e) Instruments on desks or cabinets should not project beyond the edges of such surfaces.
- f) Good housekeeping throughout the office makes a workplace safe.
- g) Keep aisles clear of stumbling hazards. Electrical or telephone cords, bottles, lunch boxes, umbrellas, etc., should not be placed in the aisles.
- h) Lunch papers and other refuse shall be deposited in the designated containers. No exposed food should be left overnight in desks. Store food in sealed containers in designated areas.

- i) Employees shall keep their desk, floor, and work area clean and orderly. Pick up items such as pencils or paper clips.
- j) Avoid walking quickly between desks. Hazards such as torn or loose floor covering should be brought to the attention of your supervisor. Be extra cautious when you come to a door that can be opened in your direction. Take it easy when pushing open such a door and slow down when coming to a “blind” corner.
- k) In areas with raised floors make sure tiles are always in place. Check chair mats for cracks, broken, or upturned corners. Never bypass or ignore obvious hazardous conditions. Correct or report them as soon as observed.
- l) Only authorized employees are permitted to operate or repair electrical equipment or office machines and then only in accordance with safe procedures. Be sure all electrical equipment is grounded and the cord is in good shape. If a machine gives you a shock or starts smoking, unplug it, and report the defective device immediately to your supervisor.
- m) Machines should be placed firmly on the desk or stand provided for that purpose and not to be placed on the side leaf or allowed to project over the edge of a desk or table.
- n) Only approved paper cutting devices shall be used for cutting. Keep the blades of paper-cutters closed when not in use.
- o) Don't overload electrical outlets. Only District-supplied and installed multi-plug outlets are to be used.
- p) Report burned out or flickering lights to your supervisor.
- q) Avoid loose clothing and jewelry which could get caught in typewriters, printers, or on corners of furniture. Avoid wearing high heels when working in an area with grates or slotted, slippery, or uneven floors.
- r) Be considerate of others, avoid excessive perfumes and fragrances.
- s) Don't eat or drink around office equipment.
- t) Keep volume low on radios.
- u) Use caution when operating electrical equipment and telephones during electrical storms.
- v) When cleaning electrical equipment such as typewriters and computers, turn the equipment off and unplug.
- w) Office tables, desks, and chairs must be maintained in good condition and free from sharp corners, projecting edges, wobbly legs, loose wheels, etc.

20. Computer Safety

- a) Work surfaces for typing or keyboard use should be between 23” and 28” depending on your height. Type with your arms and wrists in a level straight line position with an approximately 90° bend at the elbow. Use a higher desk height for handwriting and other desk work. Move your chair close to your desk to avoid bending over at your lower back.
- b) Do not work on the computer for more than two continuous hours without a break.
- c) Keep forearms level with the keyboard. Do not bend wrists. Keep keyboard flat on the work surface.
- d) Adjust brightness and contrast of monitor/terminal.
- e) Use document holders. The distance from eyes to the keyboard and the distance from eyes to the paper text should be the same to avoid excessive eye movement. Paper text should be on the same level as the monitor or terminal.
- f) Adjust the angle of the monitor or terminal to eliminate glare and veiled images.
- g) Arrange the monitor or terminal so the background lighting is not greater than the screen, or control the background light with window treatments.
- h) Chair adjustment shall be:
 - 1) Height – knees slightly higher than hips.
 - 2) Seat Back Depth and Height – back makes firm contact with the lumbar (lower) part of the back.
 - 3) Back Tilt Seat/Back – adjust stops and springs to prevent tipping over and wheels and swivels move easily.

SAFETY EQUIPMENT

KLWTD provides all necessary personal protective equipment required for performing routine operations, including, but not limited to:

- Rain Gear
- Gloves
- Boots, Knee Boots, Hip Boots
- Protective Headgear
- Goggles/Ear and Eye Protection
- Visibility Vests
- Welding Clothing and Shields
- Special Application Tools
- Protective Clothing
- Hard Hats
- First Aid Kit in each vehicle
- Fire Extinguisher securely mounted in each vehicle

Departments shall document all the rules and regulations concerning specific issue, training and use of equipment.

Requests for equipment not immediately available should be directed to the responsible supervisor. The use of available and required personal protective equipment is the employee's responsibility. Other protective equipment is provided to protect employees from unnecessary exposures. This includes barricades, cones, warning lights and many other specialty items.

FIRES

Fire prevention safety practices require knowledge of the ingredients necessary for a fire; fire control methods; and fire prevention practices.

1. Ingredients Necessary for a Fire

The three ingredients necessary for an ordinary fire are: fuel; heat; and oxygen. Fuel can be materials as diverse as paper, wood, solvents, hydrocarbons such as oil and gasoline vapors, and gases. These flammable materials require different levels of heat in order to burn. A concentration of 15 percent oxygen in the air is generally sufficient to sustain a fire. The greater the concentration of oxygen, the brighter the blaze with more rapid combustion.

2. Fire Control Methods

To extinguish a fire, one need only remove one of its three necessary ingredients. Cooling involves removing or reducing the heat or temperature. Smothering requires removing oxygen. Isolation requires the controlling or removal of a fire's source of fuel.

3. Fire Types

Fires are classed as A-, B-, C-, or D- type according to what is burning.

Class A fires – general combustibles (wood, cloth, paper or rubbish) are usually controlled by cooling method, using water to cool the material.

Class B fires – flammable liquids (gasoline, oil, grease or paint) are usually smothered by oxygen control method, using foam, carbon dioxide, or a dry chemical.

Class C fires – electrical equipment are usually smothered by oxygen control, using carbon dioxide or dry-chemical extinguishers—nonconductors of electricity.

Class D fires – occur in combustible metals, such as magnesium, lithium, or sodium and require special extinguishers and techniques.

FIRE PREVENTION PRACTICES

EVACUATE the premises. Do NOT stop to get anything – just get out.

Fire Department officials should be notified in advance of hazardous chemical storage locations. Know the location and proper use of firefighting equipment.

Prevent fires by:

- a) Maintaining a neat and clean work area and preventing the accumulation of rubbish.
- b) Avoiding accumulating flammable materials and store any material of this type in approved containers at proper locations.
- c) Putting oil- and paint-soaked rags in covered metal containers.
- d) Observing all “No Smoking” signs.
- e) Keeping fire doors, exits, stairs, fire lanes, and firefighting equipment clear of obstructions.
- f) Keeping all combustible materials away from furnaces or other sources of ignition.
- g) Reporting any fire hazards you see that are beyond your control, especially electrical hazards.

Important things to remember:

- a) Prevent fires by practicing good housekeeping and proper handling of flammable materials.
- b) Make sure that everyone obeys “No Smoking” signs in all areas near explosive or flammable gases.
- c) In case of fire, turn in the alarm immediately and make sure that the Fire Department is properly directed to the scene of the fire.
- d) Action during the first few seconds of ignition generally means the difference between destruction and control. Use the available portable fire-fighting equipment to control the fire until help arrives.
- e) Use the appropriate extinguisher for that fire.
- f) Learn how to operate the extinguisher.

ELECTRICAL SAFETY

Do not attempt to repair electrical equipment without proper training. Refer to lock out, tag out policy.

Electric shock and burns:

An electric shock occurs when electric current passes through the body. This can happen when touching an energized part. If the electric current passes across the chest or head, death can result. At high voltages, severe burns can result.

Arc flash burns:

An electric arc flash can occur if a conductive object gets too close to a high amp current source or by equipment failure (for instance, while opening or closing disconnects). The arc can heat the air to temperatures as high as 35,000o F, and vaporize metal in the equipment. The arc flash can cause severe skin burns by direct heat exposure and by igniting clothing.

Arc blast impacts:

The heating of air and vaporization of metal creates a pressure wave that can damage hearing and cause memory loss (from concussion) and other injuries. Flying metal parts are also a hazard.

Falls:

Electric shocks and arc blasts can cause falls from ladders or unguarded scaffolding.

LOCKOUT/TAGOUT

To prevent unexpected energization, start-up or release of stored energy, attach appropriate lockout or tagout devices to energy-isolating devices, or to otherwise disable machines or equipment.

Lockout/tagout devices shall be substantial enough to prevent removal without the use of excessive force or unusual techniques, and inadvertent or accidental removal.

NOISE

All employees shall wear proper ear protection to reduce and prevent hearing loss due to workplace noise exposure from equipment such as chainsaws, masonry drills and saws, tractors, mowers and other construction equipment known to generate high noise levels.

High noise exposures include employee complaints about loudness of noise which makes normal conversation difficult and requires employees to shout to communicate with other employees at a distance of three feet, or employees notice that speech and other sounds are muffled for several hours, or employees develop ringing in their ears.

Prevention methods include the use of Hearing Protective Devices (HPDs). Hearing protective devices are defined as any device that can be worn to reduce the level of sound entering the ear. Each department issues hearing protective devices and instruction on the proper use and care of earplugs and earmuffs. Personnel requiring earmuffs in addition to earplugs will be informed of this requirement and educated on the importance of using proper hearing protection.

TRAFFIC HAZARDS

Before starting any job in a street or other traffic area, adequate warning to and protection from traffic **must** be provided. Follow FDOT's MOT procedures on all roads. Wear reflective safety vests when working in traffic.

CONFINED SPACES

Confined Spaces: OSHA defines Confined Space as being made up of 3 parts: 1) being large enough for an employee to enter and perform work; 2) has limited or restricted means of entry or exit; and 3) is not designed for continuous occupancy.

KLWTD further defines Confined Spaces as space having a lid, a space deeper than 3 feet in a man-way into a tank.

The 3 types of Confined Spaces are:

Non-Permit Confined Space:

confined space that does not contain, nor has the potential to contain, any hazard capable of causing death or serious physical harm (interiors of HVAC units, electrical pull-boxes, certain air plenums and pipe chases, attics, walk-in freezers or refrigerators, and some building crawl spaces.)

Hazard Atmosphere Only Confined Space:

confined space with potential for an atmosphere which may expose employees to the risk of death, incapacitation, impairment, or threaten the ability to self-rescue and which can be controlled by forced ventilation.

Permit-Required Confined Space:

contains or has a potential to contain a hazardous atmosphere, asbestos, excessive dust, material that has the potential for engulfing an entrant; entrant could be trapped or asphyxiated by inwardly-converging walls or by a floor that slopes downward and tapers to a smaller cross-section; contains hazards from potential falls, unguarded machinery, extreme heat or cold, steam pipes or chemical lines, excessive noise levels, electrical hazards. Entry occurs when a person passes through an opening into a confined space. Entry includes performing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.

KLWTD provides training, equipment, documentation and supervision of all confined spaces. Regardless if emergency or planned in advance use the Confined Spaces form to plan, organize and perform the work.

KLWTD Confined Spaces locations include , but are not limited to the following:

Field – vac tanks, buffer tanks, lift stations.

Pant -injection well vault, induction-well vault, post EQ, pump station, filters.

other locations meeting the Confined Spaces definition.

KLWTD manholes: any space accessed by lifting a manhole cover and into which a person can fit, shall be considered a permit-required confined space.

KLWTD Confined Space Procedure –

Rule 1 – In doubt and/or not trained – DO NOT GO IN.

Rule 2 – Call Supervisor for instructions before proceeding. Rule 3- Use necessary PPPE (personal protective equipment)

Rule 4 – Atmospheric testing will be conducted prior to entering confined spaces. (Blow area, open area, test, blow again, test again, go in and fix.)

Rule 5 -Indicate if warning signs or barriers will be needed to prevent unauthorized entry or to protect workers from external hazards. If the confined space will be left open and unattended for any length of time, warning signs, barriers, plates, and caution tape is required.

Rule 6 -Use lockout/tagout devised on all mechanical, electrical, or heat-producing equipment should be disconnected or locked and tagged out, including any pumps that pull fluid from, or pump fluid into the confined space.

KLWTD Rescue Procedures:

In the event of an emergency, the attending employee MUST:

A. Dial 911

B. Attempt to remove the victim by use of the retrieval line from outside the confined space ONLY if this can be accomplished without creating further hazard for the entrant or the attending employee. ((check with MIKE??)

C. If the attending employee is able to remove the victim with the retrieval line, he/she should administer aid within the limits of his/her training until emergency medical services (EMS) arrive.

D. If the attending employee is unable to remove the victim by using the retrieval line, he/she must wait for help to arrive. NO OTHER EMPLOYEES MAY ENTER THE CONFINED SPACE FOR ANY REASON.

E. Give EMS personnel any information they request.

EXCAVATIONS, SHORING and TRENCHING

All excavations shall be made in accordance with the rules, regulations, requirements, and guidelines set forth in 29 CFR 1926.650, .651, and .652; the Occupational Safety and Health Administration's standard on Excavations.

Warning Systems: Barricades must be installed where necessary. ((hand or-??)) signs or mechanical signals must be used as required; trenches left open overnight shall be fenced and barricaded and plated where required. ((ask Mike procedure?/))

Employees exposed to vehicular traffic shall be provided with and are required to wear reflective vests or other suitable garments marked with or made of reflectorized or high-visibility materials.

All employees on an excavation site must wear hard hats.

All excavations or trenches 4 feet or greater in depth shall be appropriately benched, shored, or sloped according to the procedures and requirements set forth in OSHA's Excavation standard, 29 CFR 1926.650, .651, and .652.

DRIVING RULES AND REGULATIONS

KLWTD vehicles having proper lights and placards are included in the Florida "Move Over Law".

1. Operating Rules

- a) All drivers of KLWTD vehicles, and those using their personal vehicles while on KLWTD business, must comply with all applicable laws of the state as well as any additional regulations of the District.
- b) Employees who operate a vehicle are required to report any suspension or revocation of their license to their supervisor who will in turn advise the applicable state agency of this fact. **Failure to report a change in license status will result in disciplinary action.**
- c) A valid operator's license of the class necessary for the particular type vehicle driven and necessary insurance for personal car use, shall be in the possession of the operator at all times.
- d) Vehicle registration and insurance card must be kept in the vehicle at all times and available when requested.
- e) Only KLWTD employees and those authorized by the District may operate, or be passengers in, KLWTD vehicles...No unauthorized passengers are allowed in KLWTD vehicles.
- f) Posted speed limits must be strictly obeyed.
- g) No more than three (3) persons are allowed in the front seat of any vehicle. Where only two (2) single seats exist, there must be only one (1) rider per seat. **All riders must utilize seat belts.**
- h) Passengers are not allowed to ride in the bed of any trucks.
- i) Riding on running boards of trucks is strictly prohibited.
- j) Turn signals must be utilized at all times.
- k) Vehicle headlights must be turned on during periods of limited visibility or anytime windshield wipers are in use.
- l) Do not drive with strobe lights flashing unless leading or following another KLWTD vehicle.
- m) Drivers must ensure that the windows, headlights, taillights, and windshield wipers are clean and operational at all times.
- n) Tailgates must be up and locked when vehicles so equipped are in motion. If a vehicle's function requires that the tailgate remain in the open position, red flags will be attached to the outward corners of the gate, or anything hanging out over the gate.

- o) Backing vehicles without a clear view of the area in back of the vehicle will be done only with the assistance of a guide.
 - 1) If a second person is in the vehicle, he will exit the vehicle and guide it back using the appropriate hand and voice signals.
 - 2) If the driver is alone, the driver shall exit the vehicle and inspect the area around the vehicle before backing.
- p) Trailers must be fastened securely to hitches. Safety pins in pintel locks will be used. Safety chains will be crossed under the hitch and securely fastened before moving the vehicle.
- q) All items All items to be transported either in a truck or trailer, which may move around during transport, will be secured.

2. Parking Rules

- a) KLWTD vehicles shall not be parked in “NO PARKING zones except in emergency situations or if performing official duties. Emergency flashers must be turned on when parked in a “NO PARKING” zone.
- b) No KLWTD vehicle may be left unattended with ignition key left in the ignition.
- c) Any vehicle parked on a perceptible grade or incline must set the parking brake and turn wheels according to grade.
- d) All District vehicles must be locked when not in use (unattended and not in use means when the operator is more than 100 feet from the vehicle.)
- e) Before initial use of any vehicle each day, the driver shall do a walk-around inspection of the vehicle, documenting any damage, inoperable lights, loose hardware, under-inflated tires, or any other condition which may create an unsafe situation.
- f) Any deficiency will be reported to a supervisor immediately. The supervisor shall ensure that appropriate action is taken to correct the problem.

BLOODBORNE PATHOGENS

Body fluids, including blood, feces, and vomit are all considered potentially contaminated with bloodborne or other pathogens. Spills of these fluids must be cleaned up and the contaminated surfaces disinfected immediately.

Do not use a “Shop-Vac” or other vacuum to clean up body fluid spills.

Spill Kits:

Spill kits are at each KLWTD location and must be restocked after each use.

Spill kits contain: disposable gloves such as vinyl, nitrile, or non-latex gloves; goggles; garbage bags or medical waste bags; sanitizing solution (bleach solution must be made fresh daily); paper towels or disposable rags/cloths; hand disinfectant.

Disinfectant preparation: add 1 cup of bleach to ½ gallon of water before each clean-up. Any solutions older than one day should be discarded.

HEAT EXHAUSTION/ DEHYDRATION

Four environmental factors affect the amount of stress a worker experiences in a hot environment: temperature, humidity, air velocity, and radiant heat (direct heat from the sun.).

Job-related factors that affect heat stress include work rate and physical effort required, type of clothing and protective equipment used, and duration of activity.

Personal characteristics such as age, weight, physical fitness, and acclimatization to the heat also determine people and areas at high risk.

Employees are responsible for monitoring themselves for signs and symptoms of heat related

illness. Drink BEFORE you are thirsty.

Employees should wear shading types of hats, and apply sunscreen.

To prevent heat-related illness:

1. allow for acclimatization of workers to hot environments.
2. adjust the work schedule. Assign heavier work on cooler days or during the cooler part of the day.
3. provide ready access to drinking water or electrolyte replacement drinks.
4. establish a schedule for work and rest periods during hot days.
5. review with employees on how to recognize signs and symptoms of heat stress disorder
6. prepared to give first aid if necessary.
7. avoid placing employees in hot work environments for extended time periods.
8. realize individual employees vary in their tolerance to heat stress conditions.

ASBESTOS

No employee shall perform any type of asbestos work. All removal or disturbance of asbestos-containing materials (ACM), shall be performed under controlled conditions by asbestos abatement contractors appropriately trained and licensed by the State of Florida.

Employees must notify their supervisor when work activities may disturb suspect asbestos-containing materials, and disclose the presence of asbestos to any outside service contractors

Examples of activities that may result in the disturbance of suspect asbestos-containing materials include: removing, repairing drilling into floor or ceiling tiles; removing pipe insulation or pipe joint compound to access pipes; knocking holes in plaster ceilings or walls; and/or removing carpet which is over floor tile.

RADIOLOGICAL

Florida Power & Light has four (4) levels of radiological incident notification.

1. Notification of Unusual Event. No public safety is anticipated.
2. Alert. Little to no public safety is anticipated.
3. Site Area Emergency. The potential for public safety impacts exists.
4. General Emergency. Public safety impacts are expected.

Monroe County Emergency Management and Florida Dept of Emergency Management are responsible for coordinating all radiological responses. Florida DEP also participates in responding to radiological events.

In the event of a General Emergency, KLWTD's collection system and Plant may be affected by radiologically contaminated water entering the system from public and private locations. The levels of radiation in the contaminated water will decrease as more non-contaminated water is mixed with the contaminated water. The radiation exposure at the Plant will be lower than at the location where contaminated people are washing themselves and their clothes.

KLWTD's response to contaminated water coming into the Plant is:

1. All staff working at Plant must use full PPE until the extent of contamination is known and eliminated.
2. Staff in the Field must use PPE when contaminated water is a possibility.
3. Plant will convert to by-pass mode until either **5** consecutive days have passed after the event has passed, or KLWTD is advised by DEP or other regulatory agency, that no more contaminated water is being put into the system.

WORKPLACE SAFETY PROGRAM

EMPLOYEE ACKNOWLEDGEMENT

I HAVE READ AND UNDERSTAND THE KLWTD WORKPLACE SAFETY PROGRAM MANUAL

Employee Name : _____
(Please Print Full Name)

Date Signed: _____

Department: _____

Any Allergies Or Other Medical Problems That Will Affect Proper Treatment Should You Be Injured?:

Employee Signature: _____

NOTE: This page is to be retained in employee's personnel file.

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

Meeting Date:
February 4, 2025

Agenda Item Number: M-1

Action Required:
Yes

Department:
Capital Projects

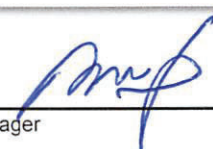
Sponsor:
Steve Suggs

Subject:
KLWTD Grinder Lateral Kit Upgrades Project Final Balancing CO#2

Summary of Discussion:

This is a final balancing change order to balance out the quantities for the project due credit owed by removing concrete collars and cost of adding (5) additional valve kits. See attached CO#2 and backup SOV.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ (13,124.21)	1. Change Order 2 2. Revised SOV
Administration: _____	Income	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By:  Date: 1-30-25
General Manager

**SECTION 00950
CHANGE ORDER FORM**

<p>CONTRACTOR ("Contractor"): Page Excavating, INC</p>	<p>CHANGE ORDER No. 2 PROJECT TITLE: KLWTD Grinder Pump Lateral Kit Upgrades PROJECT No. 03105.078:183</p>				
<p>OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")</p>	<p>ENGINEER': Weiler Engineering Corp/An Apex Co. 6805 Overseas Hwy Marathon, Florida 33050</p>				
<p>DATE OF ISSUE: February 4th, 2025</p>	<p>EFFECTIVE DATE: <u>February 4th, 2025</u> contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.</p>				
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: No work is included for the Contractor in this change order as this is a balancing change order to close out the Contract or Deduct the cost, of certain equipment and materials from the Contractor's scope of work. This is done solely to close out the Contract.</p> <p>Reason for Change: To balance out the contract quantities in order to close out the Contract.</p> <p>Work to be Performed is more specifically described as: N/A</p> <p>Attachments: Updated SOV.</p> <p style="text-align: center;">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Increase (decrease) in Contract Price:</td> <td style="width: 50%; text-align: center;">Increase (decrease) in Contract Time (Calendar days):</td> </tr> <tr> <td style="text-align: center;">(\$13,124.21)</td> <td style="text-align: center;">30 Days</td> </tr> </table>		Increase (decrease) in Contract Price:	Increase (decrease) in Contract Time (Calendar days):	(\$13,124.21)	30 Days
Increase (decrease) in Contract Price:	Increase (decrease) in Contract Time (Calendar days):				
(\$13,124.21)	30 Days				
<p>Acknowledgments: The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein. This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>					
<p>Original Contract Price: \$346,065.33</p>	<p>Original Contract Time: 180 Days (calendar days or dates)</p>				
SUMMARY OF PRIOR CHANGE ORDERS					
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time		

1	Owner Direct Purchase of Stainless-Steel Lateral Kits	\$ (78,918.02)	0 Days		
2		\$	Days		
3		\$	Days		
4		\$	Days		
5		\$	Days		
6		\$	Days		
TOTAL OF ALL PRIOR CHANGES		\$ (78,918.02)	30 Days		
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$267,147.31	180 Days		
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$254,023.10	210 Days		
Original Contract Substantial Completion Date: 01/08/2025		New Contract Substantial Completion Date: 02/07/2025			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> Contractor: <u>Page Excavating, INC</u> _____ By (Signature) <u>Mark Page, President</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal) </td> <td style="width: 50%; padding: 5px;"> Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal) </td> </tr> </table>				Contractor: <u>Page Excavating, INC</u> _____ By (Signature) <u>Mark Page, President</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)	Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)
Contractor: <u>Page Excavating, INC</u> _____ By (Signature) <u>Mark Page, President</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)	Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)				

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: KLWTD 103355 Overseas Highway Key Largo, FL 33037	PROJECT: Grinder Pump Lateral Ki: Upgrades Project OWNER: KLWTD ENGINEER: The Weiler Engineering Corporation	APPLICATION NO: 6 APPLICATION DATE: 5-Feb-25 APPLICATION PERIOD: 1-Jan-25 TO: 31-Jan-25 NOTICE OF AWARD: July 1, 2024 NOTICE TO PROCEED: 12-Jul-24
---	--	--

CONTRACTOR'S APPLICATION FOR PAYMENT

ON SCHEDULE: YES X NO
 START DATE: 12-Jul-24

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheets are attached

Change Order approved	DESCRIPTION	ADDITIONS	DEDUCTIONS
CO1	CDP SS Lateral Kits		(78,918.02)
CO2	Balancing Final CO		(13,124.21)
TOTALS		0.00	(92,042.23)

CHANGE ORDER SUMMARY

Net Change by Change Orders: (92,042.23)

1. ORIGINAL CONTRACT AMOUNT \$346,065.31
2. NET CHANGE BY CHANGE ORDER -\$92,042.23
3. CONTRACT SUM TO DATE (Line 1+2) \$254,023.10
4. TOTAL COMPLETED TO DATE \$254,023.10
5. STORED MATERIALS (PER THE ATTACHED SCHEDULE) \$0.00
6. TOTAL WORK COMPLETED + STORED MATERIALS \$254,023.10
7. RETAINAGE - (0%) \$0.00
8. TOTAL EARNED LESS RETAINAGE (LINE 6 - LINE 7) \$254,023.10
9. PREVIOUS CERTIFICATES FOR PAYMENT \$205,200.00
10. CURRENT PAYMENT DUE \$48,823.10
11. BALANCE TO FINISH (Includes Retainage) \$0.00
12. PERCENTAGE COMPLETE 100.00%

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____

APPROVED BY OWNER: OWNER: KEY LARGO WASTEWATER TREATMENT DISTRICT	ENGINEER'S STATEMENT: <i>The undersigned states that to the best of their knowledge and belief, the quantities shown in this estimate are correct</i> ENGINEER: The Weiler Engineering Corporation By: _____ Date: _____
--	---

ITEM NO.	DESCRIPTION OF ITEM	CONTRACT		Contract per CO#1		Contract per CO#2		PREVIOUS ESTIMATES		THIS ESTIMATE		TO 'AL TO DATE	
		QUAN.	UNIT	UNIT COST	TOTAL AMT.	CO AMT	Revised AMT	CO AMT	Revised AMT	QUAN.	AMOUNT	QUAN.	AMOUNT
PROJECT: Grinder Pump Lateral Kit Upgrades													
OWNER: KLWTD													
PAGE 2 of 3													
PAYMENT ESTIMATE NO. 6													
FOR PERIOD BEGINNING 1-Jan-25													
AND ENDING 31-Jan-25													
General Conditions													
A-1	Mobilization	1	LS	\$12,600.00	\$12,600.00		\$12,600.00		\$12,600.00	0%	\$0.00	0%	\$0.00
A-2	Bonds & Insurance	1	LS	\$11,000.00	\$11,000.00		\$11,000.00		\$11,000.00	0%	\$0.00	0%	\$0.00
A-3	Purchase & Procurement Stainless Steel Lateral Kits	142	Each	\$559.62	\$79,465.33		\$547.31		\$0.00	1	\$23.10	100%	\$23.10
A-4	Remove & Replace Existing Lateral Kits	142	Each	\$900.00	\$127,800.00	-\$78,918.02	\$127,800.00		\$127,800.00	142	\$0.00	100%	\$127,800.00
A-5	Installation of Valve Box & Concrete Collar	142	Each	\$200.00	\$28,400.00		\$28,400.00	-\$12,600.00	\$13,800.00	10	\$2,000.00	100%	\$15,800.00
A-6	Asphalt Restoration	5	Each	\$1,200.00	\$6,000.00		\$6,000.00		\$0.00	5	\$6,000.00	100%	\$6,000.00
A-7	Sod or Gravel Restoration	142	Each	\$400.00	\$56,800.00		\$56,800.00		\$50,800.00	15	\$6,000.00	100%	\$56,800.00
A-8	Paver/Special Restoration	20	Each	\$1,200.00	\$24,000.00		\$24,000.00		\$0.00	20	\$24,000.00	100%	\$24,000.00
total				\$346,065.33	\$346,065.33	-\$78,918.02	\$267,147.31	-\$13,124.21	\$254,023.10		\$38,023.10	100%	\$254,023.10

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

Meeting Date:
February 4, 2025

Agenda Item Number: O-1

Action Required:
No

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:
12,000 Gallon Cap Removal/Rate Change – 5:00 PM Public Hearing

Summary:
The Board will discuss removal of the 12,000 Gallon Residential Cap and an increase in Rates.

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

Approved By:  Date: 1-30-25
General Manager

Option 1: Proposed Increases – Maintain Residential Sewer Cap

8.0% Increase (FY25 change: \$29.27 base + \$4.60 flow charge per 1,000 gallons)

	Exist.	FY25	FY26	FY27*	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Bill at 4,000 gallons	\$44.17	\$47.67	\$51.17	\$54.67	\$58.17	\$61.67	\$63.67	\$65.67	\$67.67	\$69.67	\$71.67
\$ Change	N/A	\$3.50	\$3.50	\$3.50	\$3.50	\$3.50	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

Option 2: Proposed Increases – Remove Residential Sewer Cap

7.4% Increase (FY25 change: \$29.14 base + \$4.57 flow charge per 1,000 gallons)

No Cap	Exist.	FY25	FY26	FY27*	FY28	FY29	FY30	FY31	FY32	FY33	FY34
Bill at 4,000 gallons	\$44.17	\$47.42	\$50.67	\$53.92	\$57.17	\$60.42	\$62.42	\$64.42	\$66.42	\$68.42	\$70.42
\$ Change	N/A	\$3.25	\$3.25	\$3.25	\$3.25	\$3.25	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00

Option 3: Alternative Rate Increases – Maintain Residential Sewer Cap

6.8% Increase (FY25 change: \$28.97 base + \$4.55 flow charge per 1,000 gallons)

	Exist.	FY25	FY26	FY27	FY28*	FY29	FY30	FY31	FY32	FY33	FY34
Bill at 4,000 gallons	\$44.17	\$47.17	\$50.17	\$53.17	\$56.17	\$59.17	\$62.17	\$65.17	\$68.17	\$71.17	\$74.17
\$ Change	N/A	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00

Option 4: Alternative Rate Increases – Remove Residential Sewer Cap

6.2% Increase (FY25 change: \$28.80 base + \$4.53 flow charge per 1,000 gallons)

No Cap	Exist.	FY25	FY26	FY27	FY28*	FY29	FY30	FY31	FY32	FY33	FY34
Bill at 4,000 gallons	\$44.17	\$46.92	\$49.67	\$52.42	\$55.17	\$57.92	\$60.67	\$63.42	\$66.17	\$68.92	\$71.67
\$ Change	N/A	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75	\$2.75

(2034). Additionally, the Alternative Scenarios result in lower cash balances throughout the forecast period and approximately \$2 million less cash in reserves by 2034. With the exception of fiscal year 2028, the alternative scenarios do maintain cash reserves of at least 365 days of operating expenses.

It should be noted that the tables and financial projections mentioned outside of this section of the report, including the appended tables, assume implementation of the proposed rate scenarios, not the Alternative Scenarios presented in this section.

CONCLUSIONS AND RECOMMENDATIONS

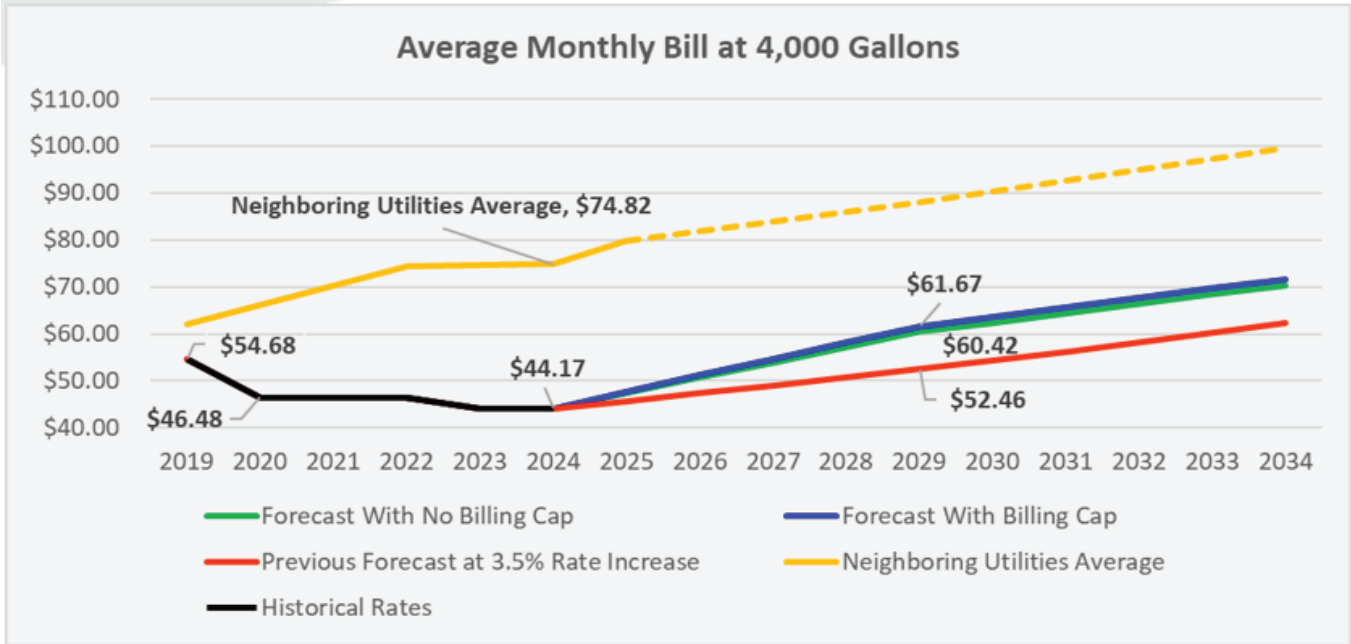
Based on the assumptions, considerations, and analyses as summarized herein, the District’s existing rates are not expected to recover the projected revenue requirements during the Forecast Period. The primary drivers of the recommended rate adjustments are due to increases in operating and maintenance expenses due to the effects of inflation and new regulatory requirements. Furthermore, an increased reliance on *pay-as-you-go* funding will be required to fully fund capital improvement plan as the availability of grant revenues diminishes while maintaining adequate levels of cash reserves for working capital and unforeseen expenditures.

Therefore, it is recommended that the District adopt one of the five-year rate plans as detailed below and review the revenue sufficiency forecast in three to five years, or as any significant changes occur.

Description	Existing	2025 [1]	2026	2027	2028	2029
Proposed Rate Scenarios:						
Maintain Billing Cap						
Monthly Base Rate per EDU	\$27.13	\$29.27	\$31.41	\$33.55	\$35.69	\$37.83
Usage Charge per 1,000 Gallons	\$4.26	\$4.60	\$4.94	\$5.28	\$5.62	\$5.96
Remove Billing Cap						
Monthly Base Rate per EDU	\$27.13	\$29.14	\$31.15	\$33.16	\$35.17	\$37.18
Usage Charge per 1,000 Gallons	\$4.26	\$4.57	\$4.88	\$5.19	\$5.50	\$5.81
Alternative Rate Scenarios:						
Maintain Billing Cap						
Monthly Base Rate per EDU	\$27.13	\$28.97	\$30.81	\$32.65	\$34.49	\$36.33
Usage Charge per 1,000 Gallons	\$4.26	\$4.55	\$4.84	\$5.13	\$5.42	\$5.71
Remove Billing Cap						
Monthly Base Rate per EDU	\$27.13	\$28.80	\$30.47	\$32.14	\$33.81	\$35.48
Usage Charge per 1,000 Gallons	\$4.26	\$4.53	\$4.80	\$5.07	\$5.34	\$5.61

[1] Fiscal year 2025 rates are anticipated to be effective January 1, 2025.

Comparison of Current and Prior Rate Recommendations



- Neighboring utility average assumed to increase by 2.5% per year.

Rate Comparison

